



Highlands Borough Mayor & Council Meeting Minutes  
Community Center, 22 Snug Harbor Avenue, Highlands  
December 21, 2022– Meeting Minutes

**MEETING:** Meeting came to order at 7:00 PM

**MEETING STATEMENT:** The following public meetings statement was read.

The notice requirements provided for in the Open Public Meetings Act have been satisfied. Notice of this meeting was properly given by transmission to the Asbury Park Press and the Two River Times and by posting at the Borough of Highlands Municipal Building and filing with the Borough Clerk all on January 1, 2022. Items listed on the agenda are subject to change.

**ROLL CALL**

Councilmember Cervantes, Councilmember Chelak, Council President Olszewski, and Mayor Broullon were present.

Also in attendance were Borough Administrator Michael Muscillo, Borough Attorney Andrew Ball, Esq., Borough Engineer Bennett Matlack, and Borough Clerk Nancy Tran.

Councilmember Melnyk arrived 7:07pm.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES:**

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Motion: Mayor Broullon

Second: Olszewski

Ayes: Cervantes, Chelak, Olszewski, Mayor Broullon

Abstain: None

Absent: Melnyk

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Motion: Mayor Broullon

Second: Chelak

Ayes: Cervantes, Chelak, Olszewski, Mayor Broullon

Abstain: None

Absent: Melnyk

**PUBLIC HEARING ON PROPOSED ORDINANCES:**

**ORDINANCE O-22-24**

**AUTHORIZING THE SALE OF BLOCK 47, LOT 10 IN THE BOROUGH OF HIGHLANDS, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AT AUCTION PURSUANT TO N.J.S.A. 40A:12-1 ET SEQ.**

**WHEREAS**, the Borough of Highlands is the owner of real property with an address of 124 Bay Avenue and known as Block 47, Lot 10 in the Borough of Highlands, County of Ocean, State of New Jersey (collectively the "Property"); and

**WHEREAS**, the Property is an unimproved parcel located in the Central Business District. The Property is rectangular in shape, containing approximately 2,500 sq. ft. in area; and

**WHEREAS**, the Borough of Highlands acquired the Property through an in rem tax foreclosure, Docket No. F-15809-97, with a Final Judgment being recorded with the Monmouth County Clerk on October 12, 2001 in Book OR-8058, Page 5748; and

**WHEREAS**, the Property remains subject to Restrictive Covenants as set forth in Deed Book 872 Page 101; and

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**WHEREAS**, N.J.S.A. 40A:12-13 authorizes the Borough to sell municipally owned real property to the highest bidder by open public bidding at auction or by submission of sealed bids; and

**WHEREAS**, the governing body of the Borough of Highlands has determined that the Property is not needed for public use, and the sale of the Property to the highest bidder is in the best interests of the Borough of Highlands; and

**NOW THEREFORE, BE IT ORDAINED** by the governing body of the Borough of Highlands as follows:

**SECTION I.** The Borough of Highlands is the owner of the following land located within the Borough of Highlands (hereinafter referred to as the “Property”):

Block 47, Lot 10 a rectangular parcel fronting Bay Avenue in the Borough of Highlands, New Jersey, which is located in the Central Business District Zone, and subject to all easements and restrictions of record and not of record, including but not limited to Restrictive Covenants as set forth in Deed Book 872 Page 101.

**SECTION II.** The following conditions for the sale of the Property apply:

- (a) The minimum bid for the Property shall be \$57,800.00.
- (b) The Borough reserves the right to accept the highest responsive bid if equal to or greater than the minimum bid price, or to reject all and not to award to the highest bidder. The Borough reserves the right to waive any and all defects and informalities in any proposal, and to accept or reject the highest responsible and responsive bid deemed to be in the best interest of the Borough.
- (c) The highest bidder will be the purchaser. Within 10 days of notice of acceptance of their bid, the highest bidder shall deposit cash, check, or money order in the amount of 10 percent of the bid price with the Borough Clerk. If the highest bidder fails to deposit such amount, the Borough may re-auction the Property.
- (d) The successful bidder will execute a contract for the purchase of the Property upon completion of bidding and its payment of the required deposit.
- (e) The sale of the Property shall be made subject to the terms, conditions, restrictions and limitations of a contract of sale, which shall include but not be limited to the following terms and conditions:
  - 1) The Property is being sold in an “AS IS – WHERE IS” condition. The successful bidder is responsible for conducting any and all inspections, surveys, and testing of the Property at its own cost and expense.
  - 2) The Property is sold subject to existing encumbrances, liens, easements, zoning ordinances, other restrictions of record, such facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefiting the Property. A survey of the Property may be conducted by any prospective bidder, at its discretion, as part of its due diligence.
  - 3) No representation is made by the Borough as to the utility, usability or environmental condition of the Property.
  - 4) The Borough does not guarantee the construction of any road, water or sewer line, curb, gutter, sidewalk, drainage facility or other improvement or utility on, at or near the Property that is sold.
- (f) Failure to close title within sixty (60) days of acceptance of the bid, unless

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such date is extended in the sole discretion of the Borough for good cause, shall forfeit to the Borough of Highlands any and all money deposited with the Borough.

(g) The Borough reserves the right to withdraw the offer of sale and reject any and all bids.

(h) It is suggested and recommended that the potential bidders perform title searches and/or last owner and lien searches on the Property prior to the date of bid submission in order that the potential bidder may be adequately apprised of any encumbrances or restrictions of record affecting the use and enjoyment of the Property. It is further suggested and recommended that potential bidders exercise due diligence with respect to every state of facts including open permits, local fines, penalties, taxes, assessments, etc., which may not be of record but which may nonetheless affect the use and enjoyment of the Property. The Borough of Highlands shall not be responsible for the costs associated with such searches in the event that a bid is rejected.

(i) Parties interested in submitting bids and who require additional information, should contact Michael Muscillo, Borough Administrator, 42 Shore Drive, Highlands, NJ 07732.

(j) Acceptance of the bids shall constitute a binding agreement of sale, and the purchaser shall be deemed to agree to comply with the terms of conditions of the sale herein contained.

**SECTION III.** Notice of the Borough's intention to sell the Property, the minimum bid price therefor, and the method of bidding shall be published in a newspaper circulating in the Borough by two insertions at least once a week during two consecutive weeks. Said notice and a certified copy of this Ordinance shall be posted on the bulletin board or other conspicuous place in the Borough offices. Any offer(s) for the Property may thereafter be made to the Borough Administrator for a period of twenty (20) days following the newspaper advertisement, for not less than the minimum price provided herein. If awarded, the contract shall be awarded to the highest bidder in excess of the minimum bid price for the Property.

**SECTION IV. SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance, which shall otherwise remain in full force and effect.

**SECTION V. REPEALER.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**SECTION VI. EFFECTIVE DATE.** This Ordinance shall take effect after final passage and publication as provided by law.

Mayor Broullon opened to Council. No comments from Council. Mayor then opened to public. There were no comments from Public. Mayor Broullon asked for confirmation that it would be an online auction instead of sealed bids. Mr. Muscillo added that it would be more advantageous for the town. Mr. Ball noted that the notice will specify.

Motion: Mayor Broullon to close public hearing and to carry to adopt

Second: Chelak

Ayes: Cervantes, Chelak, Olszewski, Mayor Broullon

Nays: None

Abstain: None

Absent: Melnyk

Clerk Tran stated motion carried to pass this ordinance on second and final reading.

**ORDINANCE O-22-25**  
**AMENDING CHAPTER II (ADMINISTRATION), SECTION VI (THE ADMINISTRATOR),**  
**OF THE CODE OF THE BOROUGH OF HIGHLANDS RELATED TO**  
**THE TERM OF OFFICE OF THE BOROUGH ADMINISTRATOR**

**WHEREAS**, Chapter II, Section 6.2 of the Borough Code establishes the term of office of the Borough Administrator and sets the term at two (2) years; and

**WHEREAS**, the Borough wishes to enlarge this term of appointment from two (2) years to three (3) years to coincide with the term of office of the Mayor of the Borough; and

**WHEREAS**, the Mayor and Council expect this elongated term to provide for better and more efficient governance of the municipality.

**NOW, THEREFORE, BE IT ORDAINED** by the governing body of the Borough of Highlands as follows:

**SECTION I.**

Borough Code Section 2-6 entitled “The Administrator” shall be amended as follows: (All additions are shown in ***bold italics with underlines***. The deletions are shown as ***strikeovers in bold italics***.)

**§ 2-6. The Administrator**

**§ 2-6.1. Creation of Office**

No change

**2-6.2. Term of Office**

The term of office of the administrator shall be ~~two~~ ***three*** years. Any vacancy shall be filled for the unexpired term.

**2-6.3. Appointment; Removal**

No change.

**2-6.4. Other Offices**

No change.

**2-6.5. Duties of Administrator**

No change.

**SECTION II. SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance, which shall otherwise remain in full force and effect.

**SECTION III. REPEALER.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**SECTION IV. EFFECTIVE DATE.** This Ordinance shall take effect after final passage and publication as provided by law.

Mayor Broullon opened to Council. No comments from Council. Mayor then opened to public. There were no comments from Public. Mayor Broullon stated that this Ordinance was to align with the Mayor's term.

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Motion: Council President Olszewski to close public hearing and to carry to adopt

Second: Mayor Broullon

Ayes: Cervantes, Chelak, Olszewski, Mayor Broullon

Nays: None

Abstain: None

Absent: Melnyk

Clerk Tran stated motion carried to pass this ordinance on second and final reading.

**ORDINANCE O-22-26  
GRANTING RENEWAL OF MUNICIPAL CONSENT TO  
COMCAST OF MONMOUTH COUNTY, LLC. TO CONSTRUCT, CONNECT,  
OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS  
SYSTEM IN THE MUNICIPALITY OF HIGHLANDS, MONMOUTH COUNTY, NEW JERSEY**

**WHEREAS**, the governing body of the Borough of Highlands previously awarded a non-exclusive franchise to Comcast of Monmouth County to construct, operate and maintain a cable television system in the Borough of Highlands, the terms of which are codified at Chapter 20 of the Code of the Borough of Highlands; and

**WHEREAS**, Comcast’s franchise expired on February 4, 2021, and Comcast has submitted a franchise renewal application which has been considered by the governing body after conducting necessary review and public hearings; and

**WHEREAS**, the governing body wishes to grant municipal consent to the renewal of Comcast’s franchise, the terms of which shall replace the existing Chapter 20 of the Code of the Borough of Highlands.

**NOW, THEREFORE, BE IT ORDAINED** by the governing body of the Borough of Highlands as follows:

**SECTION I.** The existing provisions of Chapter 20 of the Code of the Borough of Highlands entitled “Cable Television and Communication System” are hereby repealed in their entirety.

**SECTION II.** Chapter 20, Cable Television and Communication System, is hereby added to read as follows:

**20-1 PURPOSE OF THE CHAPTER.**

The Borough 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 Borough, 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 Borough of a cable television and communications system.

**20-2 DEFINITIONS.**

For the purpose of this Chapter, 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. “Borough” or “Municipality” is the Borough of Highlands, County of Monmouth, State of New Jersey.

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- b. "Company" or "Comcast" is the grantee of rights under this Chapter 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 Borough currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

**20-3 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.

**20-4 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 Chapter, 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.

**20-5 FRANCHISE FEE.**

Pursuant to the terms and conditions of the Act, and, except as where higher payment is otherwise required by the applicable law and regulations (including N.J.S.A. 48:5A-30), the Company shall, during each year of operation under the consent granted herein, pay to the Borough two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Borough. If another CATV company receiving a system-wide franchise files a certification with the BPU that the company is capable of serving 60 percent or more of the households within the Borough and the BPU approves such certification, then the Company shall pay to the Borough three and one half percent (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 Borough pursuant to N.J.S.A.

48:5A-30(d).

**20-6 FRANCHISE TERRITORY.**

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

**20-7 EXTENSION OF SERVICE.**

Comcast will provide service to all areas of the municipality by installation of standard, or if the service drop is unusually long, at non-standard installation rates. These rates shall be in accordance with the rates set forth in the Company's Application.

**20-8 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 Borough shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Borough, 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 Borough 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. 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 Borough 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.

d. 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.

**20-9 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.**

**20-10 MUNICIPAL COMPLAINT OFFICER.**

The Office of Cable Television is hereby designated as the Complaint Officer for the Borough pursuant to N.J.S.A. § 48:5A-26(b). All complaints shall be received and processed in

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accordance with N.J.A.C. § 14:17-6.5. The Borough shall have the right to request copies of records and reports pertaining to complaints by Borough customers from the OCTV.

**20-11 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.

**20-12 PERFORMANCE BONDS.**

During the life of the franchise the Company shall give to the Borough 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.

**20-13 SUBSCRIBER RATES.**

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

**20-14 COMMITMENTS BY THE COMPANY.**

- a. The parties agree that Comcast will provide basic cable service to one outlet in the Borough Hall, First Aid, Fire Department, Department of Public Works and Police Department buildings, provided the building is within two-hundred (200) feet of active cable distribution plant free of charge. Each additional outlet installed, if any, shall be paid for a materials and labor basis by the Borough requesting service(s). Monthly service charges shall be waived on all additional outlets except for service charges for equipment.
- b. The Company shall provide cable television services on one outlet at no cost to each school in the municipality, public and private, elementary, intermediate and secondary, provided the school is within two-hundred (200) feet of active cable distribution plant free of charge. Each additional outlet installed, if any, shall be paid for a materials and labor basis by the school requesting service(s). Monthly service charges shall be waived on all additional outlets except for service charges for equipment.

**20-15 EDUCATION AND GOVERNMENTAL ACCESS.**

- a. The Company shall continue to make available to the Borough 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 Borough 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



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program that contains obscenity, indecency, or nudity.

- e. Government Access. "Government Access" shall mean noncommercial use by the Borough 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 Borough 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 Borough upon no less than 60 days written notice.
- g. Indemnification. The Borough shall indemnify Company for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties on the EG channel and from claims arising out of the rules for or administration of P/E/G access channel and its programming.
- h. Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Borough a one-time P/E/G Access Capital Grant in the amount of \$7,000 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.

**20-16 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 Borough or any other person, during an emergency, if for any reason the Borough is unable to make full use of the cable television system as contemplated herein.

**20-17 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).

**20-18 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 consent. 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.

**20-19 COMPETITIVE EQUITY.**

Should the Borough 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 Chapter subject to the provisions of N.J.A.C. 14:17-6.7.

**20-20 SEPARABILITY.**

If any section, subsection, sentence, clause, phrase or portion of this Chapter 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 Chapter.

**20-21 PROPRIETARY INFORMATION.**

The Company shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Borough agrees to treat any information disclosed by the Company as confidential and only to disclose it to those employees, representatives, and agents of the Borough that have a need to know in order to enforce this Chapter 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 Borough shall notify the Company of such request and cooperate with Company in opposing such request.

**21-22 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.

**21-23 THIRD PARTY BENEFICIARIES.**

Nothing in this Franchise 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 Franchise.

**20-24 EFFECTIVE DATE.**

This chapter shall take effect upon issuance of a renewal certificate of approval from the BPU, but not earlier than the expiration of the current Franchise on February 4, 2021.

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Mayor Broullon opened to Council. No comments from Council. Mayor then opened to public. There were no comments from Public.

Motion: Councilmember Chelak to close public hearing and to carry to adopt

Second: Olszewski

Ayes: Cervantes, Chelak, Olszewski, Mayor Broullon

Nays: None

Abstain: None

Absent: Melnyk

Clerk Tran stated motion carried to pass this ordinance on second and final reading.

**RESOLUTIONS:**

**RESOLUTION 22-252  
AUTHORIZING REFUND OF TAX OVERPAYMENT**

**WHEREAS**, the Tax Collector of the Borough of Highlands has reviewed the rolls and determined that certain monies are due and payable by the Borough of Highlands to certain residents and property owners within the Borough of Highlands, as a result of an overpayment of taxes, and

**WHEREAS**, the Tax Collector recommends the immediate reimbursement of the excess funds currently collected by the Borough of Highlands to certain enumerated individuals,

**NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED** by the Mayor and Council of the Borough of Highlands, in the County of Monmouth, State of New Jersey, that the Tax Collector is authorized to immediately refund and pay the overpayment of taxes to the individuals and property owners of the specific properties listed below, and attached hereto:

<u>BLOCK</u>	<u>LOT</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>NAME</u>
60	3.01	2021	\$534.20	FILIPPONE, A & GRAHMAN
66	12	2021	\$1,859.00	KING, NEAL & ANN MARIE
66	12.01	2021	\$15.49	KING, NEAL & ANN MARIE
66	13	2021	\$1,212.98	KING, NEAL & ANN MARIE
66	13.01	2021	\$30.97	KING, NEAL & ANN MARIE
79	16.01	2021	\$516.48	CAVALLO, ARTHUR
100	26.62	2022	\$480.65	CEFALO, C. & BRASWELL, K.
102	1	2015	\$103.59	PLAIA, PETER

Motion: Mayor Broullon

Second: Olszewski

Ayes: Cervantes, Chelak, Olszewski, Mayor Broullon

Nays: None

Abstain: None

Absent: Melnyk

**RESOLUTION 22-253  
AUTHORIZING PAYMENT OF BILLS**

**WHEREAS**, certain numbered vouchers have been submitted to the Borough of Highlands for payment from a list, prepared and dated December 19, 2022, which totals as follows:

Current Fund	\$ 868,379.77
Sewer Account	\$ 69,141.64
Capital Fund	\$ 415,801.78

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Trust-Other	\$ 163,169.02
Federal/State Grants	\$ 9,552.40
<b>Total</b>	<b>\$ 1,526,044.61</b>

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Highlands that the vouchers, totaling **\$1,526,044.61** 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 is posted on the borough website at [www.highlandsborough.org](http://www.highlandsborough.org) and on file in the Municipal Clerk's office for reference.

Motion: Olszewski

Second: Mayor Broullon

Ayes: Cervantes, Chelak, Olszewski, Mayor Broullon

Nays: None

Abstain: None

Absent: Melnyk

**REPORTS:**

Council President Olszewski: gave update on the School Board election results, the School Board reconsideration of a referendum, its recent grant award and pursuit of other grant monies, and recent students' competency results and plans to address them.

**PUBLIC PORTION:**

Martin Kiely, Shore Drive, asked regarding the Comcast removal of unused lines and if there were any cell towers in Highlands. Mayor Broullon answered that the renewal was only for cable and that there were no dedicated cell towers. Mr. Kiely asked if there were fees for access. Mr. Ball answered that there were licensing fees for small cell sites and Mr. Muscillo added that there was a franchise fee.

Mr. Kiely asked about the sales process of the Borough property of Block 40 Lot 10 and third party services charges.

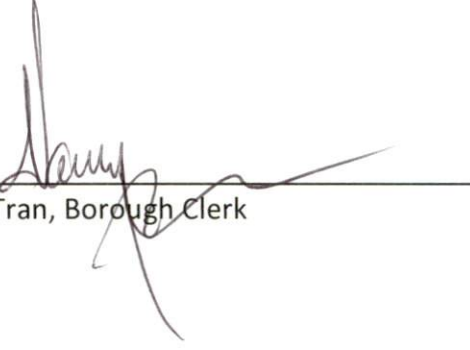
With no further questions or comments from the public, Mayor Broullon closed Public Portion.

Councilmember Cervantes wished everyone a wonderful holidays and thanked everyone for their year of service.

**ADJOURNMENT:**

Offered by Mayor Broullon and Seconded by Councilmember Olszewski. All in Favor. None opposed. Meeting adjourned at 7:16pm

Approve:   
Carolyn Broullon, Mayor

Attest:   
Nancy Tran, Borough Clerk