

**REGULAR COUNCIL MINUTES
NOVEMBER 13, 2024
7:30 P.M. AT BOROUGH HALL**

The workshop meeting of the Borough of Interlaken was called to order at 7:30 p.m., by Mayor Nohilly. The Sunshine Statement was read by Municipal Clerk, Lori Reibrich. “The notice of the requirements of the Open Public Meetings Act has been satisfied by forwarding notice to the Coaster and Asbury Park Press. A copy of the notice is posted on the Borough bulletin board and is on file in the Borough Clerk’s office.”

Present: Mayor Nohilly, Council President Butler, Council Members Horowitz, Delia, Franks & Blasucci

Absent: Councilman DeSarno, Borough Attorney Richard Shaklee

Also Present: Borough Administrator/Clerk Lori Reibrich Farruggia

1. PUBLIC COMMENTS – FOR AGENDA SPECIFIC ITEMS ONLY- EXCLUSIVE OF ORDINANCES

Mayor Nohilly opened the floor for public comment. With no comments made, Mayor Nohilly closed the floor.

2. APPROVAL OF THE MINUTES: OCTOBER 16, 2024 WORKSHOP & REGULAR

Councilman Franks made a motion to approve the minutes, seconded by Councilman Blasucci and unanimously carried.

	Mayor Nohilly	Council President Butler	Councilwoman Horowitz	Councilman Delia	Councilman Franks	Councilman DeSarno	Councilman Blasucci
Motion to Approve					X		
Motion to Second							X
Approved		X	X	X	X		X
Opposed							
Abstain/ Recuse							
Absent/ Excused						X	

3. RESOLUTION 2024-66: AUTHORIZING AWARD OF BID CONTRACT “IMPROVEMENTS TO FERNMERE AVENUE & RONA STREET”

**AUTHORIZING AWARD OF BID CONTRACT
“IMPROVEMENTS TO FERNMERE AVENUE & RONA STREET”**

WHEREAS, bids for the project known as ***“IMPROVEMENTS TO FERNMERE AVENUE & RONA STREET”*** were duly advertised and publicly opened pursuant to law; and

WHEREAS, three (3) contractors took out a bid packet and three (3) complete bids were received ranging from low base bid of \$119,449.13 to high base bid of \$132,106.05; and

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the recommendation of the Borough Engineer and Borough Attorney Richard Shaklee, that said bid be awarded to Fernandes Construction Inc.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute all documents in this regard; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the following:

1. Fernandes Construction Inc, Bid winner
2. Lori Reibrich, Borough Administrator/Clerk
3. Josph Zanga, Chief Financial Officer
4. Peter Avakian, Borough Engineer

I, Lori Reibrich, Clerk of the Borough of Interlaken, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Interlaken at a regular meeting held November 13, 2024.

Lori Reibrich Farruggia, RMC
Borough Administrator/Clerk

Councilwoman Horowitz made a motion to approve, seconded by Councilman Blasucci unanimously carried.

	Mayor Nohilly	Council President Butler	Councilwoman Horowitz	Councilman Delia	Councilman Franks	Councilman DeSarno	Councilman Blasucci
Motion to Approve			X				
Motion to Second							X
Approved		X	X	X	X		X
Opposed							
Abstain/ Recuse							
Absent/ Excused						X	

4. **RESOLUTION 2024-67: AUTHORIZING DEED OF OPEN SPACE EASEMENT- OPEN SPACE GRANT FOR BRIDLEMERE PARK IMPROVEMENTS**

DEED OF OPEN SPACE EASEMENT

This EASEMENT made this 13th day of November 2024, between the Borough of Interlaken located at 100 Grasmere Avenue, Interlaken (hereinafter referred to as “MUNICIPALITY”), and the **COUNTY OF MONMOUTH**, located in the Hall of Records, 1 East Main Street, Freehold, New Jersey, 07728 (hereinafter referred to as “COUNTY”).

WITNESSETH:

WHEREAS, the MUNICIPALITY is the sole owner in fee simple of a tracts of land in the Borough of Interlaken, Monmouth County, State of New Jersey, more particularly described as Bridlemere Park, Lot 20, Block 30, encompassing 6.47 acres located on tax map sheet 1. Stairway access No. 1 Lot 29, Block 10, encompassing 12,060 square feet located on tax map sheet 2. Stairway access No. 2 Lot 1, Block 2, encompassing 1.74 acres located on tax map sheet 2 for the Borough of Interlaken, Monmouth County, New Jersey (hereinafter referred to as the “Property”) and more particularly described in the legal description attached as Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Property possesses park, recreation and open space values of great importance to the people of the County of Monmouth; and

WHEREAS, the MUNICIPALITY agrees that the park, recreation and open space values of the Property be preserved in perpetuity; and

WHEREAS, the MUNICIPALITY further agrees, as owner of the Property, to convey to the COUNTY the open space easement herein described to preserve and protect the park, recreation and open space values of the Property in perpetuity; and

WHEREAS, the COUNTY is a body politic and corporate of the State of New Jersey empowered pursuant to N.J.S.A. 40:32-2.1 to acquire interests in land and hold same for public park, public recreation and public welfare purposes; and

WHEREAS, the COUNTY has made a financial investment in the Property through the Monmouth County Municipal Open Space Grant Program by providing the MUNICIPALITY with a grant of \$175,000.00 for the development of the Property.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the Municipal Open Space Grant made to the MUNICIPALITY, the MUNICIPALITY does hereby grant and convey to the COUNTY an easement over, under right in perpetuity to restrict as set forth herein the use of the real property designated as Bridlemere Park, Lot 20, Block 30, encompassing 6.47 acres located on tax map sheet 1. Stairway access No. 1 Lot 29, Block 10, encompassing 12,060 square feet located on tax map sheet 2. Stairway access No. 2 Lot 1, Block 2, encompassing 1.74 acres located on tax map sheet 2 for the Borough of Interlaken, Monmouth County, New Jersey.

1. **PURPOSE.** It is the purpose of this Easement to guarantee that the Property will be retained forever for public park, recreation and open space uses and to prevent any use of the Property that will significantly impair or interfere with the park, recreation and open space values of the Property.
2. **TRUST.** The property shall be held in trust in perpetuity and used exclusively for the purposes authorized by the Open Space and Farmland Preservation, Recreation, Conservation and Historical Preservation Act as may be amended from time to time [NJSA 40:12-15.6b].
3. **PUBLIC ACCESS.** The MUNICIPALITY agrees to make the open space accessible to the public, unless the MUNICIPALITY and COUNTY determines that public accessibility would be detrimental to the lands, waters, or improvements thereon, or to any natural resources associated therewith [NJSA 40:12-15.6D(3)].

4. **OPEN SPACE INVENTORY.** The MUNICIPALITY shall cause the funded property to be listed in the Municipal Recreation and Open Space Inventory at the time it is filled with the New Jersey Green Acres Program or its successors.

5. **RIGHT OF COUNTY.** To accomplish the purpose of this easement, the following rights are conveyed to the COUNTY by this easement.
 - A. To preserve and protect the park, recreation and open space values of the Property.

 - B. To prevent any activity on or use of the Property that is inconsistent with the purpose of this easement and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent use or activity.

 - C. The COUNTY and its agents, representatives, servants or assigns, shall be permitted to enter upon the Property at all reasonable times, after giving prior reasonable notice, in order to monitor compliance with and otherwise enforce the terms of the Easement, provided that COUNTY, its agents, etc. shall not unreasonably interfere with use and quiet enjoyment of the Property.

 - D. The MUNICIPALITY agrees not to lease, sell, exchange or donate the Property described herein which is being acquired pursuant to P.L. 1997c. 24, NJSA 40:12-15.6(A) except upon approval of the Monmouth County Board of Chosen Freeholders and upon such conditions as the Monmouth County Board of Chosen Freeholders may establish [NJSA 40:12-15.6(d)(4)] including, but not limited to, replacement with land of no less greater utility, acreage and value.

6. **PROHIBITED USES.** Any activity on or use of the Property inconsistent with the purpose of this easement is prohibited.
7. **GREEN ACRES RESTRICTIONS.** If the lands being conveyed herein were purchased in part with Green Acres funding, they are subject to Green Acres restrictions as provided in N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36.
8. **RESERVED RIGHTS.** The MUNICIPALITY reserves to itself and to its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with this easement.
9. **GRANTEE'S REMEDIES.** If the COUNTY determines that the MUNICIPALITY is in violation of the terms of this easement or that a violation is threatened, the COUNTY shall give written notice to the MUNICIPALITY of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this easement, to restore the portion of the Property so injured. If the MUNICIPALITY or its assigns fail to correct the violation within sixty days after receipt of notice thereof from the COUNTY or under circumstances where the violation cannot be cured within the sixty day period or fails to diligently pursue curing such violation until finally cured, the COUNTY may bring an action at law or in equity in a court of competent jurisdiction to enforce the term of this easement, to enjoin the violation *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the term of this easement or injury to any park, recreation or open space values protected by this easement; to require the restoration of the Property to the condition that existed prior to such injury; and all costs and expenses, including reasonable attorney's fees incurred in enforcing the COUNTY's rights herein.
10. **COUNTY'S DISCRETION.** Enforcement of the terms of this easement shall be at the discretion of the COUNTY, and any forbearance by the COUNTY to exercise its rights under this easement in the event of any breach of any terms of this

easement by the MUNICIPALITY shall not be deemed or construed to be a waiver by the COUNTY of such terms or any subsequent breach of the same or any other term of this easement or of any of the COUNTY's rights under this easement. No delay or omission by the COUNTY in the exercise of any right or remedy upon any breach by the MUNICIPALITY shall impair such right or remedy or be construed as a waiver.

11. **SURVIVAL**. The terms of an Agreement between the MUNICIPALITY and the COUNTY dated May 19, 2021, shall survive the delivery of this Deed of Open Space Easement and the terms of which Agreement are incorporated herein by reference.
12. **WAIVER OF CERTAIN DEFENSES**. The MUNICIPALITY hereby waives any defense of laches, estoppel or prescription.
13. **ACTS BEYOND CONTROL**. Nothing contained in this easement shall be construed to entitle the COUNTY to bring any action against the MUNICIPALITY for any injury or change in the Property resulting from causes beyond the MUNICIPALITY's control including, without limitation, fire, flood storm and earth movement, or from any prudent action taken by the MUNICIPALITY under emergency conditions to prevent, abate or mitigate injury to the Property resulting from said causes.
14. **COSTS AND LIABILITIES**. The MUNICIPALITY shall retain all responsibilities and shall bear all cost and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. The MUNICIPALITY shall keep the Property free of any liens arising out of any work performed, for material furnished to or obligations incurred by the MUNICIPALITY.
15. **RISK OF LOSS**. Risk of loss or damage to the Property by fire or other casualty shall be, and is assumed, by the MUNICIPALITY. The MUNICIPALITY is required to advise the COUNTY of any occurrence which results in loss of or

damage to any improvements funded by the COUNTY or which results in the impairment of the Property's park, recreation and open space use.

16. **COVENANTS.** The MUNICIPALITY covenants with the COUNTY as follows:

- A. The MUNICIPALITY is seized of said easement and has good right and title to convey same;
- B. The COUNTY shall quietly enjoy the said easement;
- C. The MUNICIPALITY shall have quiet possession of the easement free from all encumbrances.

17. **SUCCESSOR.** The covenants, terms, conditions and restrictions of this easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

DEED OF OPEN SPACE

This DEED of Easement is signed and attested to by Lori Reibrich, Municipal Clerk and Michael J. Nohilly, Mayor the proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

ATTESTED BY:

Lori Reibrich Farruggia, RMC/CMR
Borough Administrator/Municipal Clerk

BY: _____
Mayor Michael J. Nohilly

STATE OF NEW JERSEY:

: SS.

COUNTY OF MONMOUTH

I, CERTIFY that on November 13, 2024, Lori Reibrich Farruggia personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- A. this person Lori Reibrich Farruggia, is the Municipal Clerk of Borough of Interlaken, the municipality named in this document;
- B. this person is the attesting witness to the signing of this Deed by the proper corporate officer, who is the Mayor of the municipality;
- C. this Deed was signed and delivered by the municipality as it voluntary act duly authorized by a proper resolution of its governing body;
- D. this person knows the proper seal of the municipality which was affixed to this Deed;
- E. this person signed this proof to attest to the truth of these facts; and
- F. the full and actual consideration paid or to be paid for the transfer of title is \$1.00 (such consideration is defined in N.J.S.A. 46:15-5).

Lori Reibrich Farruggia, Municipal Clerk

Sworn to and subscribed before
me this 13th day of November 2024.

Notary Public complete date, stamps and seals signature. (Note: The Notary cannot be the Mayor or Clerk)

Councilman Delia made a motion to approve, seconded by Councilman Franks and unanimously carried.

	Mayor Nohilly	Council President Butler	Councilwoman Horowitz	Councilman Delia	Councilman Franks	Councilman DeSarno	Councilman Blasucci
Motion to Approve				X			
Motion to Second					X		
Approved		X	X	X	X		X
Opposed							
Abstain/ Recuse							
Absent/ Excused						X	

5. **RESOLUTION 2024-68: APPROVING BRIDLEMERE PARK IMPROVEMENTS MUNICIPAL OPEN SPACE GRANT PROJECT AND CLOSING STATEMENT**

APPROVING BRIDLEMERE PARK IMPROVEMENTS MUNICIPAL OPEN SPACE GRANT PROJECT CLOSING STATEMENT

WHEREAS, the Monmouth County Board of Commissioners has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County Park, recreation, conservation and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

WHEREAS, the Borough of Interlaken entered into a Municipal Open Space Program Grant Agreement with the County of Monmouth that provided \$175,000.00 for Bridlemere Park Improvements under Application No. 20-20 that required certain conditions be met by the Borough of Interlaken prior to receipt of the aforesaid funds; and

WHEREAS, the Monmouth County Park System requires a certified copy of a resolution of the governing body determining that the project aforesaid was finally complete and a closing statement of “Final Change Order” adopted by the governing body.

NOW, THEREFORE, BE IT RESOLVED by the governing body of Borough of Interlaken that all conditions of the May 19, 2021 Grant Agreement have been satisfied by the Borough of and that the project has been completed; and

BE IT FURTHER RESOLVED that the Borough of Interlaken made final payment to the contractor Thor Construction Group, LLC was made per voucher on November 13, 2023, under check no. 19831 which is hereby attached and also on file in the Municipal Clerk’s Office.

Michael J. Nohilly, Mayor

I hereby certify that the above Resolution was duly adopted by the Mayor and Borough Council of the Borough of Interlaken at a meeting held on November 13, 2024.

Lori Reibrich Farruggia, RMC/CMR
Borough Administrator/Clerk

With no further comments, Councilman Delia made a motion to approve, seconded by Councilwoman Horowitz and unanimously carried.

	Mayor Nohilly	Council President Butler	Councilwoman Horowitz	Councilman Delia	Councilman Franks	Councilman DeSarno	Councilman Blasucci
Motion to Approve				X			
Motion to Second			X				
Approved		X	X	X	X		X
Opposed							
Abstain/ Recuse							
Absent/ Excused						X	

I , Lori Reibrich, Clerk of the Borough of Interlaken, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Interlaken at a regular meeting held on October 16, 2024.

Lori Reibrich Farruggia, RMC/CMR
Borough Administrator/Clerk

6. RESOLUTION 2024-69: AUTHORIZING DEAL LAKE COMMISSION CHARTER

A RESOLUTION TO RENEW THE DEAL LAKE COMMISSION CHARTER AGREEMENT

WHEREAS, The Borough of Interlaken, Monmouth County, borders on Deal Lake; and,

WHEREAS, Since 1974, all of the municipalities bordering Deal Lake have entered into a Agreement, renewed from time to time, to create the joint meeting known as the Deal Lake Commission in recognition of the fact that one cooperative body with a continuous existence to manage the welfare of the lake is beneficial to all municipalities bordering on the lake; and,

WHEREAS, The Borough Council of the Borough of Interlaken previously adopted a Resolution authorizing entry into the contractual relationship with other municipalities bordering Deal Lake to create the Deal Lake Commission through December 31, 2024; and,

WHEREAS, the current governing body of the Borough of Interlaken believes it is in the best interests of the Borough of Interlaken continue its membership and participation in the Deal Lake Commission.

NOW, THEREFORE, BE IT RESOLVED, By the Borough Council of the Borough of Interlaken, Monmouth County, as follows:

1. The Borough of Interlaken, Monmouth County, shall continue to be a member of the Deal Lake Commission for a period of ten (10) years, through December 31, 2034.
2. The Mayor and Clerk are hereby authorized to execute the Agreement with the Deal Lake Commission.
3. A copy of the Agreement shall be on file in the Clerk’s office and available for public inspection during regular business hours.
4. A certified copy of this Resolution, along with the executed Agreement, shall be supplied to the Deal Lake Commission.

I , Lori Reibrich Farruggia, Clerk of the Borough of Interlaken, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Interlaken at a regular meeting held on November 13, 2024.

Lori Reibrich Farruggia, RMC/CMR
Borough Administrator/Municipal Clerk

With no comments made, Councilman Blasucci made a motion to approve, seconded by Councilman Delia and unanimously carried.

Record of Vote	Mayor Nohilly	Council President Butler	Councilwoman Horowitz	Councilman Delia	Councilman Franks	Councilman DeSarno	Councilman Blasucci
Motion to Approve							X
Motion to Second				X			
Approved		X	X	X	X		X
Opposed							
Not Voting/Recuse							
Absent/Excused						X	

7. **RESOLUTION 2024:70: BILL LIST**

**BOROUGH OF INTERLAKEN
BILL LIST REPORT FOR
BOROUGH COUNCIL APPROVAL**

DATE SPAN	TOTAL
10/23/24-11/12/24	\$ 97,086.68

RESOLUTION 2024-70

WHEREAS, law requires listing of all bills approved for payment; and

WHEREAS, certification of available funds from the Chief Municipal Finance Officer has been made; and

WHEREAS, the total bill list for the regular meeting dated November 13, 2024 is in the amount of Ninety-Seven Thousand Eighty-Six Dollars and Sixty-Eight Cents; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council, of the Borough of Interlaken, that the CFO is hereby authorized to pay said bill list.

I , Lori Reibrich Farruggia, Clerk of the Borough of Interlaken, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Interlaken at a regular meeting held on October 16, 2024

Lori Reibrich Farruggia, RMC
Borough Administrator/Clerk

Councilman Delia made a motion to approve, seconded by Councilwoman Horowitz and unanimously carried.

	Mayor Nohilly	Council President Butler	Councilwoman Horowitz	Councilman Delia	Councilman Franks	Councilman DeSarno	Councilman Blasucci
Motion to Approve				X			
Motion to Second			X				
Approved		X	X	X	X		X
Opposed							
Abstain/ Recuse							
Absent/ Excused						X	

8. **REPORTS/CORRESPONDENCE:**

- Administration and Finance- No Report
- Public Safety – No Report
- Streets & Roads – No Report
- Shade Tree Commission – No Report
- Planning Board – No Report
- Board of Education – No Report
- Borough Administrator - BA Farruggia shared that the Annual Veteran’s Day Ceremony was a beautiful event as usual. Councilman DeSarno received many compliments on his speech and hosting of the event in the Mayor’s first ever absence due to a death in the family. She also thanked the Veterans Day volunteers who have been volunteering for this event for many years.

9. **COMMENTS FROM THE PUBLIC:**

Mayor Nohilly opened the floor for public comment.

Gary Layton, 606 Bendermere Avenue, was happy that BA Farruggia spoke about the Veteran’s Day Event. He attended and shared that this is his favorite town event, and it is absolutely the best. What a great success and all volunteers should be thanked for making it such a success.

Mayor Nohilly agreed that the Veterans Day Ceremony is his favorite as well and he was saddened to miss it this year.

With no public comment made, Mayor Nohilly closed the floor.

10. **ADJOURNMENT:** With no further comments Councilman Delia made a motion to adjourn, seconded Councilman Franks and unanimously carried.

	Mayor Nohilly	Council President Butler	Councilwoman Horowitz	Councilman Delia	Councilman Franks	Councilman DeSarno	Councilman Blasucci
Motion to Approve				X			
Motion to Second					X		
Approved		X	X	X	X		X
Opposed							
Abstain/Recuse							
Absent/Excused						X	

Lori Reibrich Farruggia, RMC/CMR
Municipal Clerk/Administrator