**ANSELL GRIMM & AARON, P.C.**
Anthony J. D'Artiglio, Esq. (117682014)
Layne A. Feldman, Esq. (167042015)
Joseph M. Carusone, Esq. (488812024)
365 Rifle Camp Road
Woodland Park, NJ 07424
(973) 247-9000
adartiglio@ansell.law
lfeldman@ansell.law
jcarusone@ansell.law

*Attorneys for Plaintiffs*

| | |
|---|---|
| SPRING LAKE AGAINST 5G TOWERS, KELLEY BADISHKANIAN, PATRICK DONNELLY, SUSAN DONNELLY, STEVE ALESIO, HASSAM CHATER, and BRIDGET CHATER,<br><br>Plaintiffs,<br><br>v.<br><br>THE BOROUGH OF SPRING LAKE, THE BOROUGH COUNCIL OF THE BOROUGH OF SPRING LAKE, JENNIFER NAUGHTON, in her official capacity as Mayor of the Borough of Spring Lake, and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS,<br><br>Defendants. | SUPERIOR COURT OF NEW JERSEY<br>MONMOUTH COUNTY: LAW DIVISION<br>DOCKET NO.: MON-L-<br><br>Civil Action<br><br>**COMPLAINT IN LIEU OF PREROGATIVE WRITS** |

Plaintiffs Spring Lake Against 5G Towers ("SLA5G"), Kelley Badishkanian, Patrick Donnelly, Susan Donnelly, Steve Alesio, Hassam Chater, and Bridget Chater (collectively, "Plaintiffs"), by way of Complaint in Lieu of Prerogative Writs against Defendants the Borough of Spring Lake (the "Borough"), the Borough Council of the Borough of Spring Lake (the "Council"), Jennifer Naughton, in her official capacity as Mayor of the Borough of Spring Lake (the "Mayor" and, together with the Borough and the Council, the "Borough Defendants"), and

New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon" and, together with the Borough Defendants, "Defendants"), state:

## NATURE OF THE ACTION

1. This action challenges two related acts of the Borough's governing body: (i) the Council's adoption, by resolution (the "Resolution"), of a Stipulation of Settlement and Consent Order (the "Settlement Agreement") on September 29, 2026, resolving the federal lawsuit captioned *New York SMSA Limited Partnership d/b/a Verizon Wireless v. The Borough of Spring Lake, et al.*, Civil Action No. 3:24-cv-10378 (D.N.J.) (the "Federal Action"); and (ii) the Council's adoption, on October 27, 2026, of Ordinance No. 2026-010, entitled "An Ordinance Amending and Supplementing Chapter 225, Land Development, Article VI. Exceptions, Modifications and Development Alternatives and Section 33 Wireless Telecommunications Towers and Facilities" (the "Ordinance").

2. The Ordinance, the adoption of which the Settlement Agreement expressly makes "a material term," removes all wireless telecommunications towers, alternative tower structures, and antennas located on Borough-owned property from Planning Board review, eliminates conditional use, site plan, and variance requirements for those facilities, exempts them from the Borough's site design and submission standards, and places their approval in the "sole and absolute discretion of the Mayor and Borough Council," acting in a self-described "proprietary capacity."

3. The Ordinance is substantially inconsistent with the Borough's 2010 Master Plan (the "Master Plan") and upon information and belief, was adopted without the statutorily mandated resolution of reasons and without a valid Planning Board review, and upon information and belief, without the Planning Board having considered it at a meeting held with adequate public notice.

4. The Settlement Agreement, negotiated by officials with undisclosed or belatedly disclosed conflicts of interest, bargains away the Borough's police power to regulate land use in

the future, and was approved without the procedural safeguards New Jersey law requires before a municipality may settle land use litigation through changes to its zoning ordinance.

5. Plaintiffs seek a judgment declaring the Ordinance, the Resolution approving the Settlement Agreement, and the Settlement Agreement itself invalid, null, and void, and enjoining Defendants from taking any action in furtherance in pursuit of them.

## PARTIES

6. Plaintiff SLA5G is an association of residents of the Borough of Spring Lake, Monmouth County, New Jersey, with a mailing address of c/o 365 Rifle Camp Road, Woodland Park, NJ 07424.

7. Plaintiffs Kelley Badishkanian, Patrick Donnelly, Susan Donnelly, Steve Alesio, Hassam Chater, Bridget Chater, and Katie Schrader (collectively, the "Individual Plaintiffs") are individuals who reside in and/or own property in the Borough, with mailing addresses of c/o 365 Rifle Camp Road, Woodland Park, NJ 07424.

8. Plaintiffs are intervenor-defendants in the Federal Action, having been granted leave to intervene by the United States District Court for the District of New Jersey.

9. Plaintiffs are "interested parties" within the meaning of N.J.S.A. 40:55D-4, whose rights to use, acquire, or enjoy property in the Borough are affected by the Ordinance and the Settlement Agreement, and who, as residents and taxpayers of the Borough, have standing to challenge the actions of the Borough's governing body. Plaintiffs are also intervenor-defendants in the Federal Action.

10. Defendant Borough of Spring Lake is a municipal corporation of the State of New Jersey located in Monmouth County, with offices at 423 Warren Avenue, Spring Lake, New Jersey 07762.

11. Defendant Borough Council of the Borough of Spring Lake is the governing body of the Borough. Upon information and belief, the Borough is governed under the borough form of government, N.J.S.A. 40A:60-1 *et seq.*, under which the Mayor presides over meetings of the Council, may vote to break a tie, and approves or vetoes ordinances adopted by the Council. *See* N.J.S.A. 40A:60-5.

12. Defendant Jennifer Naughton is the Mayor of the Borough and is named in her official capacity. The Mayor was a named defendant in the Federal Action, and upon information and belief, spearheaded settlement negotiations with Verizon on behalf of the Borough, and signed the Ordinance on or about October 27, 2026.

13. Defendant New York SMSA Limited Partnership d/b/a Verizon Wireless is, upon information and belief, a Delaware limited partnership with a business address of One Verizon Way, Basking Ridge, New Jersey 07920.

14. Verizon is the plaintiff in the Federal Action and the counterparty to the Settlement Agreement, and is named herein as a party whose interests would be affected by the relief Plaintiffs seek.

## JURISDICTION AND VENUE

15. This Court has jurisdiction over this action pursuant to Rule 4:69-1 *et seq.* and the Uniform Declaratory Judgments Act, N.J.S.A. 2A:16-50, *et seq.*

16. Venue is proper in Monmouth County pursuant to Rule 4:3-2(a) because the cause of action arose in Monmouth County, the Borough is located in Monmouth County, and the property affected by the challenged actions is located in Monmouth County.

17. This action is timely under Rule 4:69-6. It is filed within forty-five days of the publication of notice of the adoption of the Resolution and Ordinance, which were adopted on September 29, 2026, and October 27, 2026, respectively.

## FACTUAL ALLEGATIONS

## THE FEDERAL ACTION

18. Verizon commenced the Federal Action against the Borough, the Council, the Mayor, and the Borough's Zoning Officer, seeking, *inter alia*, a judgment that the Borough's denial of Verizon's application to install six small wireless facilities ("SWFs") within the public rights-of-way in the Borough violated the Telecommunications Act of 1996, 47 U.S.C. §§ 253(a) and 332(c).

19. Verizon thereafter commenced a separate action against the County of Monmouth and certain County officials concerning the same SWFs, which was consolidated with the Federal Action by consent order dated June 16, 2025.

20. After the District Court granted Plaintiffs leave to intervene, on June 11, 2025, Plaintiffs filed counterclaims and crossclaims seeking, among other things, a declaration that the requirements of Borough Code § 225-33, including site plan approval and conditional use approval, apply to Verizon's proposed facilities, and an order requiring the Borough to enforce the MLUL and Chapter 225 of the Borough Code with respect to all personal wireless service facilities.

21. The Borough Defendants answered Verizon's Amended Complaint on July 14, 2025, denying any violation of the Telecommunications Act.

22. Throughout the pendency of the Federal Action in 2025 and 2026, the parties engaged in three separate in-person settlement conferences in at the Clarkson Fischer Federal Courthouse in Trenton, New Jersey.

23. Upon information and belief, at each of these three settlement conferences, the Mayor appeared as the client representative for the Council with the authority to negotiate and settle the Federal Action.

24. Plaintiffs, who again are intervenor-defendants in the Federal Action, were not invited to substantively participate in settlement discussions until the third settlement conference, which was held on September 21, 2026, after the parties in the Federal Action disclosed the terms of the tentative resolution they reached settling the litigation.

**THE SETTLEMENT AGREEMENT**

25. Upon information and belief, the Mayor spearheaded and led settlement negotiations with Verizon on behalf of the Borough.

26. Those negotiations produced the Settlement Agreement, a true and correct copy of which, in the form executed by all parties -- with the exception of intervenor-defendants, is annexed hereto as **Exhibit A**.

27. Specifically, under the Settlement Agreement, Verizon abandons its demand to install SWFs along Ocean Avenue in favor of wireless communications facilities to be installed on the Borough's two oceanfront beach pavilions, commonly referred to as the North Pavilion and the South Pavilion (the "Pavilions"), located on Block 1, Lot 1 on the Borough tax map (the "Pavilion Property").

28. The Settlement Agreement acknowledges that the Pavilion Property is encumbered by Green Acres restrictions that "prohibit the permanent use of such property for commercial purposes, including the installation and operation of wireless communications facilities."

29. The Settlement Agreement nonetheless obligates the Borough to, among other things: (a) issue a public bid for leases permitting the construction and operation of temporary wireless facilities on the Pavilion Property for up to two years, and permanent wireless facilities for a term of five years with five renewal terms of five years each; (b) seek and endorse a diversion of the Green Acres-restricted Pavilion Property; and (c) execute the leases with Verizon in the event that their public bid for the leases is accepted.

30. Paragraph 3 of the Settlement Agreement requires the Council to give a proposed ordinance amending Borough Code § 225-33 a second reading and vote "no later than October 27, 2026," and provides that "[t]he parties agree that the adoption of the Proposed Ordinance is a material term of this Consent Order."

31. Paragraph 10 of the Settlement Agreement requires the Borough to issue "all Borough permits necessary for the construction and operation" of the Pavilion facilities within fourteen days of Verizon's submission of a complete construction permit application.

32. Paragraph 11 of the Settlement Agreement provides that "[n]o other Borough permits, approvals, or variances are required for the installation and operation of the Temporary Facilities or the Permanent Facilities."

33. Paragraph 13 of the Settlement Agreement grants Verizon the right to void the Settlement Agreement and resume prosecution of the Federal Action if, among other things, the Council does not adopt the proposed ordinance, the Borough fails to timely comply with any of its obligations, or "any third party timely challenges the Council's adoption of the Proposed Ordinance, this Consent Order, . . . [or] any permits and/or approvals issued by the Borough," and such challenge is not "fully resolved in Verizon's favor within four (4) months."

34. The intervenor-defendants were not a party to the Settlement Agreement.

35. Furthermore, the Paragraph 19 of the Settlement Agreement explicitly dismisses intervenor-defendants counterclaims and crossclaims in the Federal Action with prejudice as moot, upon the installation of wireless facilities as outlined in the agreement, or in the alternative that the claims remain justiciable the Court declines to exercise supplemental jurisdiction of the claims, thus dismissing them with prejudice.

36. On September 29, 2026, at a public meeting, the Council adopted Resolution No. R-26-185 approving the Settlement Agreement and authorizing its execution.

37. The Settlement Agreement has not been the subject of a judicial fairness hearing at which Plaintiffs and other objectors were afforded the opportunity to present evidence, examine witnesses, and be heard as to whether its terms are illegal or contrary to public policy.

## THE ORDINANCE

38. The Council introduced the Ordinance on October 13, 2026, and adopted it on second reading on October 27, 2026. A true and correct copy of the Ordinance is annexed hereto as **Exhibit B**.

39. Prior to the adoption of the Ordinance, Borough Code § 225-33(C)(4) provided that a publicly owned site "utilized for the purposes of constructing towers and/or antennas shall be treated as engaging in a conditional use under this section." The Ordinance deletes that sentence.

40. As amended by the Ordinance, Borough Code § 225-33(C)(4) now provides that, except for personal wireless facilities in public rights-of-way, antennas, towers, and alternative tower structures located on property owned, leased, or otherwise controlled by the Borough "shall, in the sole and absolute discretion of the Mayor and Borough Council, be permitted without conditional use approval or variance of any kind or any other approvals from the Planning Board or Zoning Board of Appeals," and that "[a]ny decision by the Mayor and Borough Council is made in its proprietary capacity and not based upon specific land use regulations of the Code."

41. The Ordinance further amends Borough Code § 225-33 to: (a) exempt telecommunications facilities on Borough-owned property from the conditional use requirement of § 225-33(D)(7) and (E); (b) provide in § 225-33(D)(8) that facilities on Borough-owned property "shall only require a construction permit under the Uniform Construction Code" rather than site plan approval; (c) limit the site design standards of § 225-33(F)—including setback, fall

zone, security fencing, landscaping and buffering, ancillary building, aesthetic, lighting, and signage requirements—to facilities "on non-Borough owned property"; and (d) exempt facilities on Borough-owned property from the submission requirements of § 225-33(I), including the comprehensive service plan, landscape plan, visual impact study, and radio frequency analysis.

42. The Ordinance contains no standards, criteria, or guidelines to govern the exercise of the "sole and absolute discretion" it confers upon the Mayor and Council.

43. The Ordinance is not limited to the Pavilions. It applies to every tower, alternative tower structure, and antenna that may be proposed on any property owned, leased, or otherwise controlled by the Borough (except public rights of way), in any zoning district, now or in the future.

44. The Ordinance is a zoning ordinance, or an amendment to a zoning ordinance, within the meaning of N.J.S.A. 40:55D-62, because it regulates the nature and extent of the uses of land and the location, design, and bulk of structures within the Borough.

45. Upon information and belief, the Ordinance was referred to the Borough Planning Board for a consistency review pursuant to N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64 on October 13, 2026.

46. Upon information and belief, on the next day, October 14, 2026, the Borough Planning Board reviewed the Ordinance and did not find any inconsistencies with the Master Plan.

47. When the Ordinance was adopted by the Council on October 27, 2026, the Mayor noted that the Borough Planning Board found the Ordinance to be consistent with the Master Plan.

48. However, upon information and belief, no written report from the Planning Board memorializing its review of the Ordinance was read into the record.

49. As of today, upon information and belief, the Borough has not published a report from the Borough Planning Board memorializing its findings nor the meeting minutes from the October 14, 2026, Borough Planning Board meeting where the Ordinance was reviewed.

50. Additionally, when adopting the Ordinance, the Council did not adopt a resolution setting forth its reasons for adopting an ordinance inconsistent with the Land Use Plan Element of the Master Plan, and did not record such reasons in its minutes, as required by N.J.S.A. 40:55D-62(a).

## THE MASTER PLAN

51. The Borough adopted the Master Plan in 2010. The Master Plan includes, among other elements, a Land Use Plan Element; a Utility Service Plan Element; a Conservation, Recreation and Open Space Plan Element; and a Historic Preservation Plan Element. A true and correct copy of the Master Plan is annexed hereto as **Exhibit C**.

52. The Master Plan describes the Borough as "a radiant and picturesque seaside municipality" with "two (2) miles of beachfront and the longest non-commercial boardwalk in New Jersey." *See* **Exhibit C** at p.1.

53. The Master Plan provides that it is "guided by several planning principles targeted to protecting the unique quality of life and historic charm of Spring Lake; and to maintaining the delicate balance of land uses and the linkages that connect them; while also addressing troubling concerns about overdevelopment." *See* **Exhibit C** at p. 4.

54. The Master Plan's stated goals include to "[p]rovide a balanced land use pattern and appropriate development controls"; to "[g]uide appropriate development, redevelopment and growth in a coordinated and managed approach"; to "[p]reserve, protect and enhance parks and open space while protecting environmentally sensitive, natural, and unique physical features"; and

to "[m]aintain the historic resources and natural beauty of the Borough." *See* **Exhibit C** at p. 6 (Goals 3, 4, 6, and 7).

55. The Master Plan's stated objectives include to "[e]nsure practical and appropriate development controls in order to preserve and protect open space, conserve the natural landscape and protect the ecologically sensitive areas of the Borough"; to "[p]rotect neighborhood hcharacteristics . . . by enforcing buffer areas between non-residential and residential land uses between different residential types, and along ecologically sensitive areas of the Borough"; and to "[p]romote building and site improvements that adhere to reasonable limitations on size, bulk, and site disturbance in relationship to the existing fabric of the community." *See* **Exhibit C** at pp. 6–7 (Objectives 1, 2, and 9).

56. The goals of the Land Use Plan Element include to "[p]revent, to the maximum extent practicable, the intrusion of nonresidential uses into residential neighborhoods." *See* **Exhibit C** at p. 16 (Land Use Goal 2). Its objectives include to "[e]nsure that all new construction and alterations and/or renovations fit harmoniously with the historic and classic architectural character of the Borough." *See* **Exhibit C** at p. 17 (Land Use Objective 4).

57. The Land Use Plan Element specifically addresses commercial uses along the oceanfront, recommending that "any future commercial development be limited to the existing zones permitting it," and stating: "Many shore communities permit commercial uses along Ocean Avenue. Spring Lake is encouraged not to permit such uses along the oceanfront, but rather encourage the development/redevelopment of its existing commercial corridors." *See* **Exhibit C** at p. at 24.

58. The Master Plan identifies the Pavilions, which were constructed in 1929 and 1931, as community recreational facilities whose purpose "is to provide a venue for healthy recreation

and socialization among members of the Spring Lake community." *See* **Exhibit C** at pp. 84–85. It further states that the beach and boardwalk "have historically been, and will remain, a key to the Borough of Spring Lake maintaining its identity as a summertime family-oriented beach destination." *See* **Exhibit C** at p. at 83.

59. The goals of the Conservation, Recreation and Open Space Plan Element include to "[p]rotect Spring Lake's vital open space and recreational areas." *See* **Exhibit C** at p. 68.

60. The Historic Preservation Plan Element states that historic preservation policies "should be integrated within Spring Lake's zoning regulations and land use controls," including through "site plan review," and its goals include to "[e]ncourage an appropriate and harmonious setting for the historic and architecturally significant facilities within the Borough." *See* **Exhibit C** at pp. 96–97.

61. Even as amended, Borough Code § 225-33(A) continues to direct that the Borough "shall give due consideration to the Borough of Spring Lake's master plan, zoning map, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennas." The Ordinance provides no mechanism by which that consideration is to occur for facilities on Borough-owned property.

62. Upon information and belief, in 2020, the Borough adopted the 2020 Master Plan Reexamination Report (the "Reexamination Report") with the goal to review and evaluate municipal planning documents and development regulations… to reflect the changing needs of the Borough."

63. Reexamination Report specifically provides that "the goals and objectives of the 2010 Master Plan continue to remain valid."

## THE CONFLICTS OF INTEREST

64. Upon information and belief, at all relevant times the Mayor maintained the position of President and CEO of Radiant Resources, a technology firm owned by the Mayor (the "Mayor's Company").

65. Upon information and belief, at all relevant times the Mayor's Company provided services to Verizon in exchange for compensation paid to her company, such that the Mayor had a direct or indirect financial interest in maintaining the Mayor's Company's business relationship with Verizon.

66. On Mayor's Company's website, a testimonial from Verizon Wireless Telecommunications was prominently displayed thanking the Mayor's Company for its help and stating, "Radiant is a true find in the vendor world...I know who I can count on!"

67. A screenshot of the testimonial from Verizon can be found below:



68. On September 28, 2026, Patrick Donnelly sent an e-mail to the Mayor and Council highlighting the Mayor's business ties to Verizon and, inter alia, asked why this relationship was not disclosed to the public.

69. That same day, the Mayor responded to the allegations in a written statement and proclaimed that "[t]here is no conflict of interest."

70. To downplay her company's financial and business ties to Verizon, the Mayor claimed that the testimonial arose from a "technical support engagement" performed by the Mayor's Company for Verizon Wireless in 2022.

71. The Mayor further claimed that her company has not done business with Verizon since that contract ended and that there is no current contract or relationship between Radiant Technology and Verizon.

72. The Mayor further explained that she had no personal involvement in "Radiant's historical engagement with Verizon[,]" despite being "the head of the firm[.]"

73. The Mayor stated that the Verizon testimonial would be removed from Radiant Technology's website and that the Borough Attorney reviewed the conflict of interest allegations and confirmed that "no conflict of interest exists."

74. Notably, the Mayor's written statement does not dispute the fact that she, in her capacity as an owner, or Radiant Resources in its capacity as a company, profited from the business engagement with Verizon.

75. Notwithstanding that relationship, the Mayor did not recuse herself from the Borough's dealings with Verizon.

76. Worse still, the Mayor did not disclose this conflict of interest until a constituent highlighted it, only one day before the Borough Council voted on the adoption of the Settlement

Agreement, despite Verizon initiating the Federal Action against the Borough Council and the Mayor nearly two years ago ***in 2024***.

77. Upon information and belief, the Mayor refused to recuse herself from these matters despite the existence of the relationship between the Mayor's Company and Verizon, and despite requests from constituents that she do so.

78. Upon information and belief, as opposed to taking a passive role in the litigation, the Mayor spearheaded the Borough's settlement negotiations with Verizon in the Federal Action, as she participated in at least three in-person settlement conferences as the designated client representative of the Borough Council.

79. In her capacity as the Council's client representative, the Mayor was vested with the authority to participate and settle the Federal Action during the three in-person settlement conferences conducted in federal court.

80. Furthermore, upon information and belief, the Mayor, Brendan Judge, Esq. (the "Council President"), and another member of the Council formed an executive committee (the "Executive Committee") on the Council tasked with overseeing the litigation between the Borough and Verizon.

81. Upon information and belief, the Executive Committee deliberated in numerous executive sessions that were closed to the public regarding the Federal Action and the Settlement Agreement. deliberations concerning the Federal Action and the Settlement Agreement.

82. Upon information and belief, at all relevant times since the Federal Action was initiated, the President of the Council, was the only licensed attorney sitting on the Council.

83. Upon information and belief, on September 29, 2026, minutes before the commencement of the Council Meeting where the Resolution adopting the Settlement Agreement

was enacted, the Mayor read a statement to the public from the Council President informing the public that he would be recusing himself from any further participation in the Federal Action due to his law firm's representation of Verizon Wireless in other unrelated matters.

84. The Council President did not disclose that conflict of interest, and did not recuse himself, until approximately 2 hours before the Council passed the Resolution that adopted the Settlement Agreement by a vote of 3-2.

85. Upon information and belief, the Council President was involved in the settlement negotiations between the Borough and Verizon

86. Upon information and belief, before his belated disclosure and recusal, the Council President participated in the Council's deliberations concerning the Federal Action and the proposed settlement with Verizon, including in numerous executive sessions that were closed to the public.

87. The Settlement Agreement, the Resolution, and the Ordinance were therefore the product of a process in which the official who led the Borough's negotiations and the presiding officer of the Council were tainted by conflicts of interest that were not disclosed until residents raised these issues.

**COUNT ONE**
**(Against Borough Defendants)**
**(The Ordinance Is Substantially Inconsistent with the Master Plan in Violation of N.J.S.A. 40:55D-62(a))**

88. Plaintiffs repeat and re-allege each and every allegation as set forth above, as if set forth at length herein.

89. N.J.S.A. 40:55D-62(a) requires that all provisions of a zoning ordinance, or any amendment or revision thereto, "shall either be substantially consistent with the land use plan

element and the housing plan element of the master plan or designed to effectuate such plan elements."

90. Although some inconsistency is permitted, a zoning ordinance may not "substantially or materially undermine or distort the basic provisions and objectives of the Master Plan." *See Riya Finnegan LLC v. Twp. Council of S. Brunswick*, 197 N.J. 184, 192 (2008) (quoting *Manalapan Realty, L.P. v. Twp. Comm. of Manalapan*, 140 N.J. 366, 384 (1995)).

91. The Ordinance substantially and materially undermines and distorts the fundamental provisions and objectives of the Master Plan.

92. The Master Plan's central goals are to provide "appropriate development controls" and to guide development "in a coordinated and managed approach." The Ordinance does the opposite by removing all development controls from an entire category of intensive, commercial, non-residential structures whenever they are located on Borough-owned land, and replaces coordinated and managed review by the Planning Board with the unguided "sole and absolute discretion" of the governing body.

93. The Master Plan calls for "reasonable limitations on size, bulk, and site disturbance in relationship to the existing fabric of the community." The Ordinance eliminates, for facilities on Borough-owned property, every height, setback, fall zone, buffering, landscaping, aesthetic, lighting, and visual impact requirement that the Borough Code previously imposed to achieve that objective.

94. The Master Plan seeks to preserve and protect parks, open space, and the Borough's oceanfront, and specifically encourages the Borough "not to permit" commercial uses "along the oceanfront." The Ordinance, adopted to consummate the Settlement Agreement, authorizes commercial wireless facilities on the Borough's Green Acres-restricted oceanfront Pavilions,

which are recreational structures, and on any other Borough-owned park or open space, without any land use review.

95. The Master Plan seeks to prevent the intrusion of non-residential uses into residential neighborhoods and to enforce buffers between non-residential and residential uses. The Ordinance permits commercial telecommunications facilities on Borough-owned property in any zoning district, including residential districts, while eliminating the buffer and setback requirements that would otherwise protect adjoining residences.

96. The Master Plan calls for historic preservation policies to be integrated into the Borough's land use controls, including through site plan review, and for new construction to fit harmoniously with the historic and architectural character of the Borough. The Ordinance eliminates site plan review for facilities on Borough-owned property, including the historic Pavilions.

97. Because the Ordinance substantially undermines and distorts the basic provisions and objectives of the Master Plan, and was not adopted in compliance with the statutory procedure for adopting an inconsistent ordinance, the Ordinance is invalid under N.J.S.A. 40:55D-62(a).

WHEREFORE, Plaintiffs demand judgment against Borough Defendants as follows:

a) Declaring that Ordinance No. 2026-010 is substantially inconsistent with the Land Use Plan Element of the Borough's Master Plan in violation of N.J.S.A. 40:55D-62(a);

b) Declaring Ordinance No. 2026-010 invalid, null, void, and of no force or effect, and reinstating Borough Code § 225-33 as it existed prior to the adoption of Ordinance No. 2026-010;

c) Enjoining Borough Defendants from issuing any permit or approval, executing any lease, or taking any other action in reliance upon Ordinance No. 2026-010;

d) Awarding Plaintiffs costs of suit; and

e) For such other and further relief the Court deems just and proper.

**COUNT TWO**
**(Against Borough Defendants)**
**(Failure to Comply with the Mandatory Procedures of N.J.S.A. 40:55D-62(a) and N.J.S.A. 40:55D-26)**

98. Plaintiffs repeat and re-allege each and every allegation as set forth above, as if set forth at length herein.

99. Under N.J.S.A. 40:55D-62(a), a governing body may adopt a zoning ordinance or amendment that is inconsistent with or not designed to effectuate the land use plan element of the master plan "only by affirmative vote of a majority of the full authorized membership of the governing body, with the reasons of the governing body for so acting set forth in a resolution and recorded in its minutes when adopting such a zoning ordinance."

100. The failure to adopt a contemporaneous resolution setting forth the reasons for adopting an inconsistent ordinance renders the ordinance invalid. *See E. Mill Assocs. v. Twp. Council of E. Brunswick*, 241 N.J. Super. 403, 405–08 (App. Div. 1990).

101. Under N.J.S.A. 40:55D-26(a), when considering the adoption of a development regulation, the governing body must review the report of the planning board and may disapprove or change any recommendation "shall record in its minutes the reasons for not following such recommendations."

102. Upon information and belief, the Council adopted the Ordinance without adopting a resolution setting forth its reasons for adopting an ordinance inconsistent with the Land Use Plan Element of the Master Plan, and without recording such reasons in its minutes.

103. Moreover, any reasons the Council might articulate for the inconsistency would be arbitrary, capricious, and unreasonable, because the Ordinance was adopted not on the basis of any planning rationale but to satisfy a contractual deadline and "material term" of a settlement negotiated with a private party, under the influence of officials with conflicts of interest.

104. The Council's failure to comply with these mandatory statutory procedures renders the Ordinance invalid.

WHEREFORE, Plaintiffs demand judgment against Borough Defendants as follows:

a) Declaring that Ordinance No. 2026-010 was adopted in violation of N.J.S.A. 40:55D-62(a) and N.J.S.A. 40:55D-26(a);

b) Declaring Ordinance No. 2026-010 invalid, null, void, and of no force or effect;

c) Enjoining Borough Defendants from issuing any permit or approval, executing any lease, or taking any other action in reliance upon Ordinance No. 2026-010;

d) Awarding Plaintiffs costs of suit; and

e) For such other and further relief the Court deems just and proper.

**COUNT THREE**
**(Against Borough Defendants)**
**(The Ordinance Is Arbitrary, Capricious, and Unreasonable and Contrary to the MLUL)**

105. Plaintiffs repeat and re-allege each and every allegation as set forth above, as if set forth at length herein.

106. A zoning ordinance is invalid where it is "clearly arbitrary, capricious or unreasonable, or plainly contrary to fundamental principles of zoning or the [zoning] statute." *Riggs v. Twp. of Long Beach*, 109 N.J. 601, 610–11 (1988) (quoting *Bow & Arrow Manor, Inc. v. Town of W. Orange*, 63 N.J. 335, 343 (1973)).

107. The Ordinance is arbitrary, capricious, and unreasonable because it was adopted not to advance any purpose of zoning set forth in N.J.S.A. 40:55D-2, but to satisfy a "material term" of the Settlement Agreement by the deadline Verizon imposed.

108. The Ordinance is plainly contrary to the MLUL because it vests in the Mayor and Council "sole and absolute discretion" to permit telecommunications facilities on Borough-owned property without any standards, criteria, or guidelines to govern or constrain that discretion, and without any opportunity for notice, hearing, or review by the Borough Planning Board.

109. The Ordinance additionally, inexplicably strips all previous site plan requirements, and exempts future installations from the Borough's site design and submission standards.

110. The Ordinance is plainly contrary to the MLUL's requirement that zoning regulations "be uniform throughout each district for each class or kind of buildings or other structure or uses of land," N.J.S.A. 40:55D-62(a), because it subjects physically identical telecommunications facilities in the same zoning district to entirely different regulatory regimes depending solely upon whether the land beneath them is owned, leased, or controlled by the Borough—and, in the case of Borough-owned land, upon whether the Borough has elected to receive rent from the operator.

111. The Ordinance's characterization of the governing body's decisions as made in a "proprietary capacity and not based upon specific land use regulations of the Code" does not alter the regulatory character of the Ordinance. The Ordinance governs the use of land and the siting, height, bulk, and design of structures within the Borough, and permits private commercial operators, such as Verizon, to construct and operate commercial facilities on public land free of the land use regulations applicable to all other similarly situated property.

112. The Ordinance is further arbitrary, capricious, and unreasonable because it was adopted under the influence of officials with conflicts of interest with the very entity for whose benefit the Ordinance was adopted.

WHEREFORE, Plaintiffs demand judgment against Borough Defendants as follows:

a) Declaring that Ordinance No. 2026-010 is arbitrary, capricious, and unreasonable, and contrary to the MLUL, N.J.S.A. 40:55D-1 *et seq.*;
b) Declaring Ordinance No. 2026-010 invalid, null, void, and of no force or effect;
c) Enjoining Borough Defendants from issuing any permit or approval, executing any lease, or taking any other action in reliance upon Ordinance No. 2026-010;
d) Awarding Plaintiffs costs of suit; and
e) For such other and further relief the Court deems just and proper.

**COUNT FOUR**
**(Against Borough Defendants)**
**(The Settlement Agreement, Settlement Resolution, and Ordinance Are Void Due to Conflicts of Interest)**

113. Plaintiffs repeat and re-allege each and every allegation as set forth above, as if set forth at length herein.

114. Under New Jersey common law, a public official is disqualified from participating in any matter in which the official has a direct or indirect financial or personal interest that conflicts with the official's duty to the public. *See Wyzykowski v. Rizas*, 132 N.J. 509, 523–25 (1993); *Griggs v. Borough of Princeton*, 33 N.J. 207, 219–20 (1960).

115. "The question is whether there is a potential for conflict, not whether the public servant succumbs to the temptation or is even aware of it." *Griggs*, 33 N.J. at 219. It is "the mere existence of a conflict, and not its actual effect," that "requires the official action to be invalidated." *Id.* at 220.

116. The Local Government Ethics Law, N.J.S.A. 40A:9-22.1 *et seq.* (the "LGEL"), likewise provides that no local government officer shall "act in his official capacity in any matter where he . . . has a direct or indirect financial or personal involvement that might reasonably be expected to impair his objectivity or independence of judgment[.]" N.J.S.A. 40A:9-22.5(d).

117. A municipal settlement negotiated and approved by officials afflicted by disqualifying conflicts of interest is void *ab initio*. *Thompson v. City of Atlantic City*, 190 N.J. 359, 383 (2007).

118. The disqualification of a conflicted official is not limited to the casting of a vote. Substantive participation in the deliberative process by a disqualified official requires that the resulting action be voided, because "[t]o distinguish between substantive participation in the

deliberative process and the technical vote would elevate form over substance." *Szoke v. Zoning Bd. of Adjustment of Monmouth Beach*, 260 N.J. Super. 341, 345 (App. Div. 1992).

119. Upon information and belief, the Mayor had a disqualifying conflict of interest with respect to Verizon by virtue of the Mayor's Company's provision of services to Verizon in exchange for compensation.

120. The Mayor did not disclose this conflict and only addressed it one day prior to the Settlement Agreement being voted upon by the Council.

121. Despite that conflict, the Mayor refused to recuse herself and instead spearheaded the Borough's settlement negotiations with Verizon, participated in the deliberations leading to the Settlement Resolution and the Ordinance, and approved and signed the Ordinance.

122. The Council President had a disqualifying conflict of interest with respect to Verizon, as alleged above.

123. The Council President did not disclose his conflict or recuse himself until moments before the vote on the Resolution, after having participated in the Council's deliberations concerning the Federal Action and the proposed settlement. His eleventh-hour recusal did not cure the taint of his prior substantive participation.

124. The Settlement Agreement, which upon information and belief, the Mayor and Council President had a large role in negotiating, and the Resolution, which approved it, are therefore void *ab initio*.

125. Because the Ordinance was adopted to satisfy a "material term" of the void Settlement Agreement, and because its adoption was itself the product of deliberations in which the conflicted officials participated, the Ordinance is likewise void.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

a) Declaring that the Mayor and the Council President had disqualifying conflicts of interest with respect to Verizon and the matters set forth herein;

b) Declaring the Resolution, the Settlement Agreement, and Ordinance No. 2026-010 invalid, null, and void *ab initio*;

c) Enjoining the Borough Defendants from executing, performing, or otherwise taking any action in furtherance of the Settlement Agreement, the Resolution, or Ordinance No. 2026-010;

d) Awarding Plaintiffs costs of suit; and

e) For such other and further relief the Court deems just and proper.

**COUNT FIVE**
**(Against Borough Defendants)**
**(The Settlement Agreement Is Ultra Vires as an Impermissible Surrender of the Borough's Police Power)**

126. Plaintiffs repeat and re-allege each and every allegation as set forth above, as if set forth at length herein.

127. A municipality may not, by contract or settlement, bargain away its legislative power to zone or regulate land use in the future. A court reviewing a municipal land use settlement must "scrutinize the settlement and invalidate any provision under which the Township has bargained away its legislative power to zone or regulate in the future." *Warner Co. v. Sutton*, 274 N.J. Super. 464, 483 (App. Div. 1994).

128. The Settlement Agreement conditions the settlement upon the Borough's adoption of the Ordinance, which it designates "a material term," thereby contracting with a private party for the enactment of zoning legislation.

129. Because the Settlement Agreement permits Verizon to void the settlement and resume the Federal Action if the Borough fails to comply with any of its obligations, or if any approval is "rescinded and/or invalidated for any reason," the Borough cannot amend or repeal the

Ordinance, or otherwise exercise its legislative power to regulate the Pavilion facilities or other wireless facilities on public property, without placing itself in breach of the Settlement Agreement.

130. Consequently, the Borough has impermissibly contracted away its police power and its legislative authority to zone and regulate land use in the future. The Settlement Agreement, and the Settlement Resolution approving it, are therefore *ultra vires*, contrary to public policy, and void.

WHEREFORE, Plaintiffs demand judgment against Borough Defendants as follows:

a) Declaring that the Settlement Agreement impermissibly bargains away the Borough's legislative power to zone and regulate land use in the future;
b) Declaring the Settlement Agreement and the Resolution *ultra vires*, contrary to public policy, invalid, null, and void;
c) Enjoining the Borough Defendants from executing, performing, or otherwise taking any action in furtherance of the Settlement Agreement;
d) Awarding Plaintiffs costs of suit; and
e) For such other and further relief the Court deems just and proper.

**COUNT SIX**
**(Against Borough Defendants)**
**(Failure to Satisfy the Requirements for Approval of a Land Use Settlement—Whispering Woods Hearing and Judicial Fairness Hearing)**

131. Plaintiffs repeat and re-allege each and every allegation as set forth above, as if set forth at length herein.

132. A municipal body may settle land use litigation only after notice and a public hearing at which the proposed settlement is presented to the public, the public is afforded the opportunity to be heard, and the municipal body votes in public. *Whispering Woods at Bamm Hollow, Inc. v. Middletown Twp. Planning Bd.*, 220 N.J. Super. 161, 172–73 (Law Div. 1987).

133. Where, as here, a proposed settlement of land use litigation involves changes to a municipality's zoning ordinance, a judicial fairness hearing is appropriate to determine if the

settlement is reasonable. *See Builders League of S. Jersey, Inc. v. Gloucester Cnty. Utils. Auth.*, 386 N.J. Super. 462, 470–71 (App. Div. 2006). A fairness hearing is likewise required where a settlement is potentially illegal or contrary to public policy. *See Gandolfi v. Town of Hammonton*, 367 N.J. Super. 527, 549 (App. Div. 2004).

134. At a fairness hearing, objectors are entitled to present evidence and testimony and to cross-examine witnesses, and the court must first determine whether any of the settlement's terms are illegal or contrary to public policy. *See Builders League*, 386 N.J. Super. at 470; *Warner Co.*, 274 N.J. Super. at 483.

135. The Settlement Agreement requires changes to the Borough's zoning ordinance, contains terms that are illegal and contrary to public policy as alleged herein, and directly affects Plaintiffs, who are parties to the Federal Action and residents of the Borough.

136. No judicial fairness hearing has been conducted at which Plaintiffs and other objectors were afforded the opportunity to present evidence, examine witnesses, and challenge the legality of the Settlement Agreement's terms.

137. Additionally, the Court in the Federal Action has not reviewed the Settlement Agreement and provided threshold findings relating to the legality of the terms Settlement Agreement or whether they are void against public policy.

138. Because the Settlement Agreement was not approved in accordance with these requirements, the Settlement Resolution is invalid and the Settlement Agreement, and the Ordinance adopted to implement it, are without legal effect.

WHEREFORE, Plaintiffs demand judgment against Borough Defendants as follows:

a) Declaring that the Settlement Agreement was not approved in accordance with the requirements of *Whispering Woods* and its progeny;

b) Declaring the Resolution invalid, and declaring that the Settlement Agreement and Ordinance No. 2026-010 are without legal force or effect unless and until the

Settlement Agreement is the subject of a judicial fairness hearing at which Plaintiffs are afforded the opportunity to present evidence and be heard;

c) Enjoining the Borough Defendants from executing, performing, or otherwise taking any action in furtherance of the Settlement Agreement pending such a hearing;

d) Awarding Plaintiffs costs of suit; and

e) For such other and further relief the Court deems just and proper.

**COUNT SEVEN**

**(Against Borough Defendants)**

**(The Ordinance Is Unconstitutionally Vague in Violation of Article I, Paragraph 1 of the New Jersey Constitution)**

139. Plaintiffs repeat and re-allege each and every allegation as set forth above, as if set forth at length herein.

140. Article I, Paragraph 1 of the New Jersey Constitution guarantees due process of law and protects against arbitrary governmental action. *See Greenberg v. Kimmelman*, 99 N.J. 552, 567–570 (1985).

141. Clear and comprehensible legislation is a fundamental prerequisite of due process. A law is void for vagueness where persons "of common intelligence must necessarily guess at its meaning and differ as to its application," or where it fails to "provide explicit standards for those who apply them," because "[a] vague law impermissibly delegates basic policy matters" to those charged with applying it, "on an ad hoc and subjective basis, with the attendant dangers of arbitrary and discriminatory application." *Town Tobacconist v. Kimmelman*, 94 N.J. 85, 118 (1983) (quoting *Grayned v. City of Rockford*, 408 U.S. 104, 108–09 (1972)).

142. The vagueness doctrine applies to zoning ordinances. The terms of a zoning ordinance "must enable a person of common intelligence, in light of ordinary experience[,] to understand whether contemplated conduct is lawful." *State v. Cameron*, 100 N.J. 586, 591 (1985).

143. Ultimately, an ordinance that "does not foreclose unguided discretion in its application" is "vague and unenforceable as a matter of constitutional due process." *See id. at 602.*

144. The Ordinance is unconstitutionally vague, both on its face and as applied to the Pavilion Property and the facilities contemplated by the Settlement Agreement.

145. The Ordinance provides that telecommunications facilities on Borough property "shall, in the sole and absolute discretion of the Mayor and Borough Council, be permitted[.]"

146. However, the Ordinance sets forth no standards, criteria, or guidelines of any kind by which that discretion is to be exercised. The Ordinance thus permits the governing body to approve or reject any facility, at any height, of any design, in any location, and in any zoning district, for any reason or no reason, and invites precisely the arbitrary and discriminatory application that the vagueness doctrine forbids.

147. Because the Ordinance replaces the objective standards of § 225-33 with the standardless discretion of the governing body, residents and property owners such as Plaintiffs cannot determine from the face of the Ordinance what facilities may be erected on Borough property adjacent to or near their homes, what standards those facilities must meet, or what process, if any, will precede their approval.

148. The Ordinance is therefore void for vagueness under Article I, Paragraph 1 of the New Jersey Constitution.

WHEREFORE, Plaintiffs demand judgment against Borough Defendants as follows:

a) Declaring that Ordinance No. 2026-010 is unconstitutionally vague, on its face and as applied, in violation of Article I, Paragraph 1 of the New Jersey Constitution;

b) Declaring Ordinance No. 2026-010 invalid, null, void, and of no force or effect, and reinstating Borough Code § 225-33 as it existed prior to the adoption of Ordinance No. 2026-010;

c) Enjoining Defendants from issuing any permit or approval, executing any lease, or taking any other action in reliance upon Ordinance No. 2026-010;

d) Awarding Plaintiffs costs of suit; and

e) For such other and further relief the Court deems just and proper.

**COUNT EIGHT**

**(Against Borough Defendants)**

**(Failure to Provide Adequate Notice of the October 14, 2026 Planning Board Meeting in Violation of the Open Public Meetings Act)**

149. Plaintiffs repeat and re-allege each and every allegation as set forth above, as if set forth at length herein.

150. The Borough Planning Board is a "public body" within the meaning of the Open Public Meetings Act, N.J.S.A. 10:4-6 *et seq.* ("OPMA"). *See* N.J.S.A. 10:4-8(a).

151. OPMA prohibits a public body from holding a meeting unless "adequate notice" has been provided to the public. N.J.S.A. 10:4-9(a).

152. "Adequate notice" means "written advance notice of at least 48 hours, giving the time, date, location and, to the extent known, the agenda of any regular, special or rescheduled meeting, which notice shall accurately state whether formal action may or may not be taken," and which must be prominently posted in at least one public place, delivered to at least two newspapers designated by the public body, and filed with the municipal clerk. N.J.S.A. 10:4-8(d).

153. The Planning Board's review of the Ordinance for consistency with the Master Plan, and its report to the Council, pursuant to N.J.S.A. 40:55D-26(a) and N.J.S.A. 40:55D-64, constitutes formal action of the Planning Board that may be taken only at a meeting held in conformity with OPMA.

154. The Council did not introduce the Ordinance and refer it to the Planning Board until the evening of October 13, 2026, less than twenty-four hours before the Planning Board meeting at which the Planning Board purportedly reviewed it.

155. Upon information and belief, the Borough and the Planning Board failed to provide adequate notice of the October 14, 2026 Planning Board meeting as required by N.J.S.A. 10:4-8(d) and N.J.S.A. 10:4-9(a).

156. Upon information and belief, no advance published notice of at least 48 hours was provided for the October 14, 2026 Planning Board meeting.

157. As a result, members of the public, including Plaintiffs, were deprived of notice that the Planning Board would consider the Ordinance and of the opportunity to attend and witness the Planning Board's deliberations.

158. Further, upon information and belief, the Planning Board did not adopt or transmit any written report concerning the Ordinance, and the Borough has not made available the minutes of the October 14, 2026 meeting.

159. Pursuant to N.J.S.A. 10:4-15(a), any action taken by a public body at a meeting that does not conform with OPMA is voidable in a proceeding in lieu of prerogative writs in the Superior Court commenced within forty-five days after the action sought to be voided has been made public. This action is filed within forty-five days of October 14, 2026.

160. Because the Planning Board's October 14, 2026 action is void, the Ordinance was adopted without the valid Planning Board review and report required by N.J.S.A. 40:55D-26(a) and N.J.S.A. 40:55D-64, and is therefore invalid.

WHEREFORE, Plaintiffs demand judgment against Borough Defendants as follows:

a) Declaring that the October 14, 2026 meeting of the Borough Planning Board was held without adequate notice in violation of the Open Public Meetings Act, N.J.S.A. 10:4-6 *et seq.*;

b) Declaring any action taken by the Borough Planning Board at its October 14, 2026 meeting with respect to Ordinance No. 2026-010, including any finding that the Ordinance is consistent with the Master Plan, void pursuant to N.J.S.A. 10:4-15(a);

c) Declaring that Ordinance No. 2026-010 was adopted without the Planning Board review and report required by N.J.S.A. 40:55D-26(a) and N.J.S.A. 40:55D-64, and is therefore invalid, null, void, and of no force or effect;

d) Enjoining Defendants from issuing any permit or approval, executing any lease, or taking any other action in reliance upon Ordinance No. 2026-010;

e) Awarding Plaintiffs costs of suit; and

f) For such other and further relief the Court deems just and proper.

Dated: Woodland Park, New Jersey
November 13, 2026

**ANSELL GRIMM & AARON, P.C.**

By: *s/ Joseph M. Carusone*
Anthony J. D'Artiglio, Esq.
Layne A. Feldman, Esq.
Joseph M. Carusone, Esq.
*Attorneys for Plaintiffs*

**CERTIFICATION OF NO OTHER PARTIES/ACTIONS**

I, Joseph M. Carusone, Esq., attorney for the Plaintiffs in the within action, hereby certify pursuant to *R.* 4:5-1(b)(2) that, to the best of my knowledge, the matter in controversy is related to the action pending in the United States District Court for the District of New Jersey captioned *New York SMSA Limited Partnership d/b/a Verizon Wireless v. The Borough of Spring Lake, et al.*, Civil Action No. 3:24-cv-10378, in which Plaintiffs are intervenor-defendants. Other parties to that action include intervenor-defendants Nancy Leone and 2021 Ocean Avenue, LLC, the Borough's Zoning Officer, and the County of Monmouth and certain of its officials. Other than as set forth herein, the matter in controversy is not the subject of any other action pending in any court or any pending arbitration proceeding, and no other action or arbitration proceeding is contemplated.

Dated: Woodland Park, New Jersey
November 13, 2026

**ANSELL GRIMM & AARON, P.C.**

By: *s/ Joseph M. Carusone*

Joseph M. Carusone, Esq.
*Attorneys for Plaintiffs*

**CERTIFICATION PURSUANT TO R. 4:69-4**

I certify that all necessary transcripts of the local agency proceedings, including the meetings of the Borough Council of the Borough of Spring Lake held on September 29, 2026, October 13, 2026, October 27, 2026, and the meeting of the Borough Planning Board held on October 14, 2026, have been ordered.

Dated: Woodland Park, New Jersey
November 13, 2026

**ANSELL GRIMM & AARON, P.C.**

By: *s/ Joseph M. Carusone*
Joseph M. Carusone, Esq.
*Attorneys for Plaintiffs*

**RULE 1:38-7 CERTIFICATION**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *R.* 1:38-7(b).

Dated: Woodland Park, New Jersey
November 13, 2026

**ANSELL GRIMM & AARON, P.C.**

By: *s/ Joseph M. Carusone*
Joseph M. Carusone, Esq.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to *R.* 4:25-4, Joseph M. Carusone, Esq., of Ansell Grimm & Aaron, P.C. is hereby designated as trial counsel for the within matter.

Dated: Woodland Park, New Jersey
November 13, 2026

**ANSELL GRIMM & AARON, P.C.**

By: *s/ Joseph M. Carusone*
Joseph M. Carusone, Esq.

# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF NEW JERSEY**

| | |
|---|---|
| NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS,<br><br>Plaintiff,<br><br>v.<br><br>THE BOROUGH OF SPRING LAKE, THE BOROUGH COUNCIL OF THE BOROUGH OF SPRING LAKE, JENNIFER NAUGHTON, in her official capacity as Mayor for the Borough of Spring Lake, and MATTHEW ZAHORSKY, in his official capacity as the Zoning Officer for the Borough of Spring Lake,<br><br>Defendants, and<br><br>SPRING LAKE AGAINST 5G TOWERS, KELLEY BADISHKANIAN, PATRICK AND SUSAN DONNELLY, STEVE ALESIO, HASSAM AND BRIDGET CHATER, KATIE SCHRADER, NANCY LEONE, and 2021 OCEAN AVENUE, LLC,<br><br>Intervenor-Defendants. | **3:24-cv-10378-RK-JTQ**<br><br>**STIPULATION OF SETTLEMENT AND CONSENT ORDER** |
| NEW YORK SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS,<br><br>Plaintiff,<br><br>v.<br><br>THE COUNTY OF MONMOUTH, NEW JERSEY, THE MONMOUTH COUNTY BOARD OF COMMISSIONERS, SALVATORE ZOCCO, in his official capacity as the Monmouth County Supervising Road Inspector, and JOSEPH ETTORE, in his official capacity as the Monmouth County Engineer,<br><br>Defendants. | |

**WHEREAS**, plaintiff New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon") commenced this action (the "Action") against defendants The Borough of Spring Lake

(the "Borough"), The Borough Council of The Brough of Spring Lake (the "Council"), Jennifer Naughton, in her official capacity as Mayor for the Borough of Spring Lake (the "Mayor"), and Matthew Zahorsky, in his official capacity as the Zoning Officer for the Borough of Spring Lake (the "Zoning Officer") (collectively, the "Borough Defendants"), by filing a complaint, as later amended (the "Amended Complaint") (D.E. 12), seeking, *inter alia*, a Judgment and Order: (1) finding that (a) the Borough Defendants' unreasonable delay and denial and/or effective denial (the "Borough Denial") of Plaintiff's application for the Borough's consent (the "Borough Application") to install a total of six (6) small wireless facilities ("SWFs") within the Borough's and/or County of Monmouth's public rights-of-way located in the Borough (the "ROW") was in violation of §§ 253(a) and 332(c) of the Telecommunications Act of 1996 ("TCA"), as codified at 47 U.S.C. §§ 253(a) and 332(c), and was arbitrary, capricious, and unreasonable in violation of New Jersey State law, and (b) the Borough Defendants' imposition of unreasonable and prohibitive application and code requirements, including the Borough Defendants' imposition of unreasonable, excessive, and prohibitory fees, including escrow charges and recurring annual fees, in excess of the FCC presumptively reasonable limit, materially inhibited and effectively prohibited Verizon's ability to provide personal wireless services and telecommunications services to the public in violation of §§ 253(a) and 332(c)(7)(B)(i)(II) of the TCA; (2) directing the Borough Defendants to immediately issue to Verizon all permits and approvals required to construct and operate the SWFs without the imposition of any further fees related to the installation of the SWFs, and to limit the recurring annual fee for each of the SWFs to $270.00; (3) granting permanent injunctive relief prohibiting the Borough Defendants, and any officer, employee, or agent of the

Borough Defendants, from taking any further action that would prohibit or have the effect of prohibiting Verizon from providing Personal Wireless Services and Telecommunications Services to the Borough and surrounding areas; (4) requiring the disgorgement and return of the fees paid by Verizon in excess of the FCC presumptively reasonable limit, plus interest, from the date that Verizon submitted payment for such fees; and (5) awarding Verizon any and all additional damages and interest to which Verizon is lawfully entitled, together with such other and further relief as the Court deems just and proper;

**WHEREAS**, the Court granted intervenor-defendants Spring Lake Against 5G Towers, Kelley Badishkanian, Patrick and Susan Donnelly, Steve Alesio, Hassam and Bridget Chater, Katie Schrader, Nancy Leone, and 2021 Ocean Avenue, LLC's ("Intervenors") motion to intervene in this Action;

**WHEREAS**, Verizon commenced a separate action against The County of Monmouth, New Jersey (the "County"), the Monmouth County Board of Commissioners (the "Commissioners"), Salvatore Zocco, in his official capacity as the Monmouth County Supervising Road Inspector (the "Road Inspector"), and Joseph Ettore, in his official capacity as the Monmouth County Engineer (the "County Engineer") (collectively, the "County Defendants"),[1] that was subsequently consolidated into this Action, seeking a Judgment and Order: (1) finding, *inter alia*, that (a) the County Defendants' denial and/or effective denial (the "County Denial") of Verizon's application for the County's consent to install five (5) of the SWFs within the County's ROW was

[1] Verizon and the Borough Defendants are referred to herein collectively as the "Parties" or each individually as a "Party".

in violation of §§ 253(a) and 332(c) of the TCA, was arbitrary, capricious, and unreasonable in violation of New Jersey State law, and was in breach of a certain County Utility Agreement for Occupancy Within County Right-of-Way between the County and Verizon, dated December 12, 2016 (the "2016 ROW Agreement") and (b) the County Defendants' imposition of unreasonable, prohibitive, and federally-preempted application and code (the "SWF Ordinance") requirements, including the County Defendants' imposition of unreasonable, excessive, and prohibitory escrow charges and application fees in excess of the FCC presumptively reasonable limit, materially inhibited and effectively prohibited Verizon's ability to provide personal wireless services and telecommunications services to the public in violation of §§ 253(a) and 332(c)(7)(B)(i)(II) of the TCA; (2) directing the County Defendants to immediately issue to Verizon all permits and approvals required to construct and operate the SWFs without the imposition of any further fees related to the installation of the SWFs; (3) granting permanent injunctive relief prohibiting the County Defendants, and any officer, employee, or agent of the County Defendants, from taking any further action that would prohibit or have the effect of prohibiting Verizon from providing Personal Wireless Services and Telecommunications Services to the Borough and surrounding areas; (4) requiring the disgorgement and return of the fees paid by Verizon in excess of the FCC presumptively reasonable limit, plus interest, from the date that Verizon submitted payment for such fees; and (5) awarding Verizon any and all additional damages and interest to which Verizon is lawfully entitled, together with such other and further relief as the Court deems just and proper;

**WHEREAS**, on June 11, 2025, Intervenors filed an Answer to the Amended Complaint, Affirmative Defenses, and Counter and Cross Claim Complaint seeking declaratory judgment

pursuant to New Jersey State law:

(1) Finding and declaring that the [Council's] decision that the MLUL [Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*] and Borough Code §225-33 do not apply to the SWFs proposed by Plaintiff is legally erroneous, arbitrary, capricious, *ultra vires*, and not supported by substantial evidence;

(2) Finding and declaring that the requirements of Borough Code § 225-33, including but not limited to site plan approval and any conditions of use, apply to the SWFs proposed by Plaintiff;

(3) Ordering that, for Plaintiff's Application to proceed, Plaintiff is required to comply with and fulfill all applicable requirements of Borough Code § 225-33, including obtaining site plan review and approval and, if required by the Planning Board, conditional use approval; [and]

(4) Ordering that the Borough require compliance with the MLUL and Borough Code Ch. 225 in general and §225-33 in particular for all personal wireless service facilities, including those to be located in the right-of-way[.]

**WHEREAS**, by consent order dated June 16, 2025, Verizon's complaint against the County Defendants was consolidated with its complaint against the Borough Defendants;

**WHEREAS**, on July 2, 2025, Verizon filed an Answer and Affirmative Defenses to Intervenors' Counter and Cross Claim Complaint;

**WHEREAS**, on July 9, 2025, the County Defendants filed an Answer With Affirmative Defenses to the Amended Complaint and New Jersey State law Counterclaims (the "County Defendants' Counterclaims") seeking (1) a Declaratory Judgment declaring that (a) Verizon's submission to the County Engineer is not an application for purposes of the TCA; (b) the Existing ROW Agreement does not cover SWFs that are to be installed on newly constructed poles; (c) the purported "2024 SWF ROW Agreement" was obtained by Verizon in bad faith and is not a valid

binding agreement; and (d) Verizon materially breached the Existing ROW Agreement; and (2) an Order permanently enjoining the Borough of Spring Lake from granting permission for use of the County's public rights-of-way without the County's express consent;

**WHEREAS**, the County Defendants, through their counsel, have represented to the Court and the Parties that, upon the dismissal of the Verizon claims against the County pursuant to this Consent Order, the County Defendants' Counterclaims shall be reciprocally dismissed;

**WHEREAS**, on July 14, 2025, the Borough Defendants filed: (1) an Answer and Affirmative Defenses to the Amended Complaint, in which the Borough Defendants asserted in its affirmative defenses, *inter alia*, that, "Defendants did not violate 47 U.S.C. § 332(c)(7)(B)(ii) . . . (B)(iii) . . . B(i)(II) . . . [or] 47 U.S.C. § 253(a)[;]" (2) and an Answer and Affirmative Defenses to Intervenors' Counter and Cross Claim Complaint.

**WHEREAS**, on July 30, 2025, Verizon filed an Answer and Affirmative Defenses to the County Defendants' Counterclaims and explicitly indicated in such Answer that the overwhelming majority of the allegations asserted in the County Defendants' Counterclaims do not pertain to the events underlying this Action but to the events underlying "a separate action that Plaintiff brought against the County Defendants pertaining to the installations of small wireless facilities in the Borough of Belmar, New Jersey[;]"

**WHEREAS**, each of the Parties expressly denies any and all liability and this Stipulation of Settlement and Consent Order (the "Consent Order") does not constitute an admission of any wrongdoing, nor is any Party considered a prevailing party;

**WHEREAS**, Verizon alleges the SWFs are needed by Verizon to fill a significant gap in service, densify its network, and otherwise improve service capabilities in the Borough including along Ocean Avenue and the beach to the east of Ocean Avenue (the "Service Gap");

**WHEREAS**, prior to and during the Borough Application/hearing process, Verizon and the Borough explored the possibility of installing Verizon's wireless facilities on two (2) pavilions (the "Pavilion Facilities") located along the Borough's oceanfront on Block 1, Lot 1 of the Borough tax map (the "Pavilion Property"), and commonly referred to as the North Pavilion and the South Pavilion (the "Pavilions"), as an alternative to the SWFs;

**WHEREAS**, the Pavilion Property is restricted by Green Acres regulations ("Current Regulations") that prohibit the permanent use of such property for commercial purposes, including the installation and operation of wireless communications facilities, and thus approval ("Diversion") from the New Jersey Department of Environmental Protection ("NJDEP") and the New Jersey State House Commission ("State House Commission"), pursuant to N.J.A.C. §§ 7:36-26.1 *et seq.*, would be needed in order for the Pavilion Facilities to be a feasible permanent alternative to the SWFs;

**WHEREAS**, under the Current Regulations, such Diversion can take in excess of one year and requires, *inter alia*, a finding that there is no feasible alternative to the use of the Green Acres encumbered property;

**WHEREAS**, the Current Regulations also permit the temporary use of Green Acres land "for a beneficial public purpose other than recreation and conservation purposes" pursuant to a

"lease or use agreement" with "a term of no more than two years" subject to approval by the NJDEP and certain other limitations (N.J.A.C. §§ 7:36-25.2(d)(9), 7:36-25.14);

**WHEREAS**, the NJDEP is in the process of considering changes to its regulations, including changes that would allow for the permanent installation of wireless communications facilities on land designated as Green Acres ("Revised Green Acres Regulations");

**WHEREAS**, Revised Green Acres Regulations may be adopted by the NJDEP as early as 2026 and may require a protracted adoption process of one year or more, or may not be adopted at all;

**WHEREAS**, at duly noticed public meetings, the Council: (1) approved this Consent Order; (2) introduced and passed a first reading of a proposed Ordinance (the "Proposed Ordinance") proposing to amend §225-33 of the Borough Code (a copy of which is attached hereto and made a part hereof as **Exhibit 1**) and referred the Proposed Ordinance to the Planning Board for consistency review and a Planning Board report within 35 days of referral pursuant to N.J.S.A 40:55D-26; and (3) will introduce and pass a resolution authorizing the issuance of Request for Proposals for a lease of the Pavilions (the "Public Bid");

**WHEREAS** the Borough has agreed to seek and will endorse a proposed Diversion of the Pavilion Property;

**WHEREAS**, under the proposed amended §225-33, wireless communications facilities on any Borough-owned properties, including the Pavilion Property, pursuant to a lease between the operator of the facility and the Borough are a permitted use and do not require any variances, or

any Zoning Board, Planning Board or other Borough approvals or permits except a construction permit;

**WHEREAS**, to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation, the Parties have agreed to settle this action pursuant to the terms and conditions set forth in this Consent Order;

**WHEREAS**, the Parties, intending to be legally bound, have consulted with their respective counsel and the undersigned counsel herein have the requisite authority and approval to enter into this Consent Order.

**NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COURT AND STIPULATED AND AGREED BY THE PARTIES THAT:**

1. The Borough Defendants have the authority to settle this action and to enter into the Consent Order pursuant to New Jersey state law. *See Powers v. Twp. of Mahwah*, No. A-2302-19, 2022 WL 791433, at *9 (N.J. Super. Ct. App. Div. Mar. 16, 2022) ("municipalities not only have the authority to settle cases . . . but such settlements are encouraged as a matter of public policy") (citation omitted).

2. The installation of the Pavilion Facilities, based on the design of the Pavilion Facilities attached hereto and made a part hereof as **Exhibit 2** (the "Pavilion Facilities Plans"), will accomplish Verizon's coverage and capacity needs in a manner that is generally equivalent to the coverage and capacity Verizon would have obtained from the six (6) SWFs had Verizon's original applications to the Borough and the County been granted under current circumstances.

3. The Council shall give the Proposed Ordinance a second reading and vote on whether to adopt the Proposed Ordinance during its duly noticed public meeting at the earliest possible time but no later than October 27, 2026. The parties agree that the adoption of the Proposed Ordinance is a material term of this Consent Order.

4. The Borough will issue the Public Bid, in accordance with New Jersey's Local Lands and Buildings Law, codified at N.J.S.A. 40A:12-1 et seq., on November 3, 2026 for lease rights to:

(a) construct and operate temporary wireless communications facilities on the Pavilion Property (the "Temporary Facilities") for a term of up to two (2) years, with a possible six (6) month extension, based on the terms of the form lease agreement attached hereto and made a part hereof as **Exhibit 3** (the "Temporary Facilities Leases").

(b) construct and operate permanent wireless communications facilities on the Pavilion Property (the "Permanent Facilities") for a term of five (5) years with five (5) renewal terms of five (5) years each, based on the terms of the form lease agreement attached hereto and made a part hereof as **Exhibit 4** (the "Permanent Facilities Leases"); and

5. Within seven (7) days of the issuance of the Public Bid, the Borough shall submit to the NJDEP for approval pursuant to the Current Regulations, the Temporary Facilities Leases for the installation and operation of the Temporary Facilities in accordance with the Pavilion Facilities Plans.

6. Within ten (10) business days of the issuance of the Public Bid, the Borough shall, pursuant to N.J.A.C. § 7:36-26.3, initiate the process for a Diversion of the Pavilion Property by

contacting the NJDEP "to discuss the proposed Diversion of the Pavilion Property and related procedural requirements and to request a pre-application conference under N.J.A.C. § 7:36-26.4(a) through (c)." The Borough shall pursue the Diversion with best efforts and without any delay.

7. The Borough shall open the Public Bid by December 8, 2026, and award the Public Bid by December 15, 2026.

8. Provided that Verizon wins the Public Bid:

(a) and the NJDEP approves the Temporary Facilities Leases the Borough shall execute the Temporary Facilities Leases within seven days of the NJDEP's approval of the Temporary Facilities Leases, or seven days after award of the Public Bid, whichever comes later;

(b) The Borough shall execute the Permanent Facilities Leases for each of the Permanent Facilities in accordance with the Pavilion Facilities Plan within seven days of the NJDEP's adoption of the Revised Green Acres Regulations and/or the granting of a Diversion of the Pavilion Property.

9. The Parties agree and recognize that the Pavilion Facilities Plans, Temporary Facilities Leases and Permanent Facilities Leases may be subject to further modifications—as necessary to account for any obstructions and/or requirements for any non-Borough outside agency approvals—and in such event the Borough agrees to cooperate in good faith to effectuate the contemplated installation of the Pavilion Facilities, *provided, however,* the Borough is not hereby obligated to accept or approve any modifications that may hereafter be required by outside agencies; rather Verizon's remedy in that event is to exercise its rights under Paragraph 13 of this

Consent Order. In the event the Pavilion Facilities Plans, Temporary Facilities Leases or Permanent Facilities Leases require revision, Verizon shall file same with the Council. The Council shall have fourteen (14) days from receipt to reject the revisions or same shall be deemed approved. In the event the Council rejects such revisions, Verizon's remedy in that event is to exercise its rights under Paragraph 13 of this Consent Order.

10. Provided that Verizon and the Borough enter into the Temporary Facilities Leases and/or the Permanent Facilities Leases, Verizon shall submit a construction permit application (this includes any necessary construction or subcode permit permits) for the Temporary Facilities and/or Permanent Facilities to the Borough (the "Building Permit Application"). Within fourteen (14) days of Verizon's submission of a complete Building Permit Application, the Borough shall issue all Borough permits necessary for the construction and operation of the Temporary Facilities and/or Permanent Facilities subject to Verizon obtaining any and all other necessary non-Borough outside agency approvals from any agencies exercising jurisdiction over Verizon's proposed use of the Temporary Facilities and Permanent Facilities or work to be undertaken therein. Nothing herein shall constitute a waiver of any rights Verizon may have to challenge any non-Borough outside agency requirements, processes, or determinations.

11. No other Borough permits, approvals, or variances are required for the installation and operation of the Temporary Facilities or the Permanent Facilities.

12. The main intent of this Consent Order is that Verizon be permitted to install and operate the Permanent Facilities. Accordingly, this Action, including all claims, counterclaims, and crossclaims asserted in this Action, shall be stayed until the issuance of all permits and

approvals required for the construction and operation of the Permanent Facilities and expiration of all applicable appeal periods during which a challenge may be brought against any such permits and approvals, subject to Verizon's right to reinstitute this Action in accordance with Paragraph 13 below. Upon the issuance of all permits and approvals required for the construction and operation of the Permanent Facilities and expiration of all applicable appeal periods during which a challenge may be brought against any such permits and approvals, this Action shall be dismissed with prejudice and without any costs, attorneys' fees, disbursements, damages, or interest due to any Party to this Action, subject to Verizon's right to reinstitute this Action in accordance with Paragraph 13 below. This Action shall not be administratively terminated at any time prior to the issuance of all permits and approvals required for the construction and operation of the Permanent Facilities and expiration of all applicable appeal periods during which a challenge may be brought against any such permits and approvals. However, in the event this Action is administratively terminated prior to such time, inadvertently or otherwise, the dismissal of this Action, including the dismissal of Verizon's claims asserted in this Action, shall be without prejudice, subject to Verizon's right to reinstitute this Action in accordance with Paragraph 13 below, and any applicable statute of limitations shall be tolled until the issuance of all permits and approvals required for the construction and operation of the Permanent Facilities and expiration of all applicable appeal periods during which a challenge may be brought against any such permits and approvals.

13. In the event that: (1) the Council does not adopt the Proposed Ordinance by October 27, 2026; (2) Verizon does not win the Public Bid; (3) the Borough does not execute the Permanent

Facilities Leases within seven days of the NJDEP's adoption of the Revised Green Acres Regulations and/or the granting of a Diversion of the Pavilion Property; (4) the NJDEP does not approve the Temporary Facilities Leases, or if it does approve the Temporary Facilities Leases, the Borough does not execute the Temporary Facilities Leases within seven days of the NJDEP's approval of the Temporary Facilities Leases; (5) the Borough Defendants fail to timely comply with any of their obligations set forth herein this Consent Order; (6) the NJDEP does not adopt the Revised Green Acres Regulations and/or the NJDEP and/or the State House Commission do not grant a Diversion permitting the installation and operation of the Permanent Facilities on the Pavilion Property by January 1, 2028 and/or the Permanent Facilities are not fully permitted due to NJDEP and/or State House Commission issues by January 1, 2028; (7) after good faith efforts, Verizon is unable to secure any necessary non-Borough outside agency approval(s) or permits, including without limitation, Coastal Area Facility Review Act permit(s) from the NJDEP if required; (8) any third party timely challenges the Council's adoption of the Proposed Ordinance, this Consent Order, the Public Bid, the Temporary Facilities Lease, the Permanent Facilities Lease, any permits and/or approvals issued by the Borough for the Temporary Facilities or the Permanent Facilities, or any necessary non-Borough outside permits and/or approvals issued for the Temporary Facilities and/or Permanent Facilities including without limitation any NJDEP approvals, and such challenges are not fully resolved in Verizon's favor within four (4) months from the date the challenge is first brought; (9) the Public Bid, Temporary Facilities Lease, Permanent Facilities Lease, and/or any permits and/or approvals necessary for the installation and operation of the Temporary Facilities and/or Permanent Facilities are rescinded and/or invalidated

for any reason; and/or (10) any unforeseen factors render the installation and/or operation of the Temporary Facilities and/or Permanent Facilities impracticable in Verizon's sole discretion within one (1) year of the Court's so-ordering of this Consent Order -- then Verizon shall have the right, but not the obligation, to terminate and void this Consent Order and continue to prosecute this this Action by notifying the Court by letter of its decision, at which time the Court will provide a new Scheduling Order picking up where the parties left off in the Action. Verizon may also file an amended and/or supplemental complaint to add and/or modify any allegations and/or causes of action pertaining to the SWFs and/or the Temporary Facilities and/or the Permanent Facilities. Any information related to this Consent Order, negotiations leading to this Consent Order, and any record of or arising out of the Council's hearings pertaining to this Consent Order and/or the Temporary Facilities and/or the Permanent Facilities, and/or the Borough's review of the Building Permit Applications: (1) may not be used by any Party against any other Party, except: (a) any denial or challenge to any Bid, Lease, Ordinance, regulation, permit or approval may be admissible in the Action with respect to the issue of feasibility of the Pavilion Property as a feasible alternative; and (b) for a Party to enforce this Consent Order; (2) may be used by any Party against any non-party to the fullest extent permissible by law; and (3) may not be used by any non-party against any Party for any reason. All time frames herein may be extended by the mutual written consent of the Parties but without obligation.

14. This settlement and/or Consent Order shall not constitute an admission of liability or a determination on the merits as to any claims, counterclaims, or crossclaims brought in this Action, and shall have no preclusive effect, including under the res judicata and/or collateral

estoppel doctrines, in any pending or subsequent proceeding, including challenges to the Borough Code, challenges to the County SWF Ordinance, and/or breaches of the 2016 ROW Agreement.

15. This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not a Party to this Consent Order.

16. The Parties acknowledge that this Consent Order was the product of their negotiations through their counsel, including negotiation as to the language set forth herein, and as such, to the extent there is any issue with respect to any alleged, perceived, or actual ambiguity in this Consent Order, the ambiguity shall not be resolved based on who drafted the Consent Order. The obligations of this Consent Order apply to and are binding upon the Parties hereto, and any successors, assigns, or other entities or persons otherwise bound by law.

17. The Court shall retain jurisdiction over this matter, including the enforcement of this Consent Order, and any Party may, upon notice, move this Court to enforce this Consent Order against any other Party or any non-party.

18. Upon satisfaction of all terms set forth in this Consent Order governing the installation and operation of the Permanent Facilities, the Court finds that no live controversy shall remain with respect to the County Defendants' Counterclaims and that the County Defendants' Counterclaims shall therefore be dismissed: (1) with prejudice as moot and may be reinstituted only in the event that the Action is reinstituted pursuant to the terms above; and (2) without any costs, attorneys' fees, disbursements, damages, or interest due to any party to this Action. Alternatively, to the extent that any of the County Defendants' Counterclaims remain justiciable, upon the dismissal, pursuant to Paragraph 12 above, of all claims over which this Court has original

jurisdiction (*i.e.*, Verizon's TCA claims), and there being no independent basis for federal subject-matter jurisdiction over the County Defendants' Counterclaims, the Court declines to exercise supplemental jurisdiction over the County Defendants' Counterclaims pursuant to 28 U.S.C. § 1367(c)(3), and the County Defendants Counterclaims shall be dismissed: (1) with prejudice and may be reinstituted only in the event that the Action is reinstituted pursuant to the terms above; and (2) without any costs, attorneys' fees, disbursements, damages, or interest due to any party to this Action.

19. Upon satisfaction of all terms set forth in this Consent Order governing the installation and operation of the Permanent Facilities, the Court finds that no live controversy shall remain with respect to the Intervenors' counterclaims and crossclaims and that such counterclaims and crossclaims shall therefore be dismissed: (1) with prejudice as moot and may be reinstituted only in the event that the Action is reinstituted pursuant to the terms above; and (2) without any costs, attorneys' fees, disbursements, damages, or interest due to any party to this Action. Alternatively, to the extent that any of Intervenors' counterclaims or crossclaims remain justiciable, upon the dismissal, pursuant to Paragraph 12 above, of all claims over which this Court has original jurisdiction (*i.e.*, Verizon's TCA claims), and there being no independent basis for federal subject-matter jurisdiction over Intervenors' counterclaims and crossclaims, the Court declines to exercise supplemental jurisdiction over those counterclaims and crossclaims pursuant to 28 U.S.C. § 1367(c)(3), and the counterclaims and crossclaims shall be dismissed: (1) with prejudice and may be reinstituted only in the event that the Action is reinstituted pursuant to the

terms above; and (2) without any costs, attorneys' fees, disbursements, damages, or interest due to any party to this Action.

**PLAINTIFF:**

Dated: October 23, 2026

*/s/ Robert D. Gaudioso*
Robert D. Gaudioso, Esq.
Jonathan D. Kaufman, Esq.
**SNYDER & SNYDER, LLP**
94 White Plains Road
Tarrytown, New York 10591
(914) 333-0700
rgaudioso@snyderlaw.net
jkaufman@snyderlaw.net
*Attorneys for Plaintiff*

**DEFENDANTS:**

Dated: October 23, 2026

*/s Benjamin Clarke*
Benjamin Clarke, Esq.
**DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP**
61 S. Paramus Road, Suite 250
Paramus, New Jersey 07652
(201) 907-5210
bclarke@decotiislaw.com
*Attorneys for the Borough Defendants*

***SO ORDERED:***

**The Honorable Robert Kirsch**
**United States District Judge**

Dated: October 29, 2026

Based on the foregoing, the Court administratively closes the above-referenced matter and thank the parties, and Judge Quinn, for all of your hard work in coming to an amicable resolution.

**EXHIBIT 1**

**PROPOSED ORDINANCE**

**BOROUGH OF SPRING LAKE** **ORDINANCE NO. 2026-XXX**
**COUNTY OF MONMOUTH**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 225, LAND DEVELOPMENT, ARTICLE VI. EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES AND SECTION 33 WIRELESS TELECOMMUNCATIONS TOWERS AND FACILITIIES.**

**WHEREAS,** Chapter 225 governs Land Development; and

**WHEREAS**, Section 330 governs wireless telecommunications towers and facilities: and

**WHEREAS**, the Mayor and Borough Council wish to facilitate and expressly permit the location of all telecommunication towers, alternative tower structures and ancillary facilities on sites and property owned and/or controlled by the Borough, when the Mayor and Borough Council, acting in their sole and absolute discretion, determines that the leasing of Borough property for such uses is appropriate.

**WHEREAS**, the Mayor and Borough Council wish to have exclusive control and review authority concerning all telecommunication towers, alternative tower structures and ancillary facilities on sites and property owned and/or controlled by the Borough via its authority to lease public property pursuant to N.J.S.A. 40A:12-14, et seq.

**WHEREAS**, the Mayor and Borough Council believe it is in the best interest of the Borough that wireless telecommunications towers, alternative tower structures and ancillary facilities sited on Borough owned property not be subject to or require any variances or site plan approval, and that the decision to approve sites on Borough property rest solely and absolutely within the discretion of the Mayor and Borough Council.

**WHEREAS,** Chapter 225 is amended and supplemented with deletions reflected in ~~strikethrough~~ and additions reflected in <u>underline</u>; and

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

# § 225-33. Wireless telecommunications towers and facilities.

A. Purpose and intent. The purpose of this section is to establish guidelines for the siting of wireless telecommunications towers<u>, alternative tower structures</u> and antennas and ancillary facilities <u>through the Borough's land use code when the property proposed is not owned or controlled by the Borough</u>. The goals of this section are to: (1) protect residential areas and land uses from potential adverse impacts of towers and antennas; (2) to ~~encourage~~ permit the location of towers<u>, alternative tower structures,</u> and antennas and ancillary facilities ~~where appropriate or~~ on Borough owned property <u>in the Borough's sole</u>

and absolute discretion ~~(2)~~(3) to encourage the location of towers ~~on Borough owned property where appropriate or in~~ in other nonresidential areas; ~~(3)~~(4) minimize the total number of towers throughout the community; ~~(4)~~ (5) strongly encourage the joint use of new and existing tower sites as a primary option rather than construction of additional single-use towers; ~~(5)~~ (6) encourage the use of existing buildings, telecommunication towers, light or utility poles, or water towers as opposed to construction of new telecommunication towers; ~~(6)~~ (7) encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal; ~~(7)~~(8) ensure that all telecommunication facilities, including towers, alternative tower structures, antennas and ancillary facilities are located and designed to minimize the visual impact on the immediate surroundings and throughout the community by encouraging users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design, siting, landscape screening, and innovative camouflaging techniques; ~~(8)~~ (9) enhance the ability of the providers of ~~telecommunications~~personal wireless services to provide such services to the community quickly, effectively, and efficiently; ~~(9)~~ (10) consider the public health and safety of telecommunication towers and alternative tower structures; ~~and~~ (10~~1~~) avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures; and (12) clarify that the Borough will follow its land use regulatory codes and regulations when a proposed wireless site is not on property owned or controlled by the Borough and that the Borough will act solely in its proprietary capacity when determining if and how personal wireless service facilities are proposed on properties owned or controlled by the Borough. In furtherance of these purposes, the Borough of Spring Lake shall give due consideration to the Borough of Spring Lake's master plan, zoning map, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennas.

B. Definitions. As used in this section the following items shall have the meanings indicated:

**ALTERNATIVE TOWER STRUCTURE** — Manmade trees, clock towers, bell steeples, flagpoles, street lights and other utility poles and similar alternative-design mounting structures that camouflage or conceal the presence of ~~antennas or towers~~wireless communications structures and facilities.

**ANCILLARY FACILITIES** — The buildings, cabinets, vaults, closures and equipment required for operation of telecommunication systems including but not limited to repeaters, equipment housing, and ventilation and other mechanical equipment.

**ANTENNA** — Any exterior apparatus designed for telephonic, radio, or television communications through the sending and/or receiving of electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals. Parabolic dish antennas used for satellite communications shall not be included within this definition.

**BACKHAUL NETWORK** — The lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long-distance providers, or the public switched telephone network.

**BUFFER AREA** — The area surrounding a telecommunications tower and ancillary facilities which lies between the tower and adjacent lot lines and/or land uses.

**CARRIER** — A company that provides wireless services.

**COLLOCATION** — When two or more receiving and/or transmitting facilities are placed together in the same location or on the same antenna support structure.

**FAA** — The Federal Aviation Administration.

**FALL ZONE** — The area on the ground within a prescribed radius from the base of a wireless telecommunications tower. The fall zone is the area within which there is a potential hazard from falling debris (such as ice) or collapsing material.

**FCC** — The Federal Communications Commission.

**FUNCTIONALLY EQUIPMENT SERVICES** — Cellular radio, personal communication service (PCS), enhanced specialized mobile radio, specialized mobile radio and paging, commercial land mobile radio and additional emerging technologies.

**GUYED TOWER** — A tower, which is supported or braced through the use of cables (guy wires) which are permanently anchored.

**HEIGHT** — When referring to a tower or alternative tower structure, the vertical distance measured from the lowest finished grade at the base of the tower to the highest point on the tower, even if said highest point is an antenna.

**LATTICE TOWER** — A type of mount that is self-supporting with multiple legs and crossbracing of structural steel.

**MONOPOLE** — The type of mount that is self-supporting with a single shaft of wood, steel, or concrete and a platform (or racks) for panel antennas arrayed at the upper portions of pole.

**MOUNT** — The structure or surface upon which antennas are mounted, including the following four types of mounts:

(1) ROOF-MOUNTED — Mounted on the roof of a building.

(2) SIDE-MOUNTED — Mounted on the side of a building.

(3) GROUND-MOUNTED — Antenna support (tower mounted on the ground).

(4) STRUCTURE-MOUNTED — Mounted on a structure other than a building.

**PERSONAL WIRELESS SERVICE FACILITY** — A facility for the provision of personal wireless services, as defined by the Telecommunications Act of 1996.

**PREEXISTING TOWERS and PREEXISTING ANTENNAS** — Any tower or antenna for which a building permit has been properly issued prior to the effective date of this section, including permitted towers or antennas that have been approved but have not yet been constructed so long as such approval is current and not expired.

**RADIO FREQUENCY RADIATION (RFR)** — The emissions from personal wireless service facilities or any electromagnetic energy within the frequency range from 0.003 MHZ to 300,000 MHZ. RADIO

**RADIO FREQUENCY (RF) ENGINEER** — An engineer specializing in electrical or microwave engineering, especially the study of radio frequencies.

**STEALTH DESIGN** — A telecommunication facility that is designed or located in such a way that the facility is not readily recognizable as telecommunications equipment. (See "Alternative Tower Structure.")

**TELECOMMUNICATION FACILITY** — A facility designed and used for the purpose of transmitting, receiving, and relaying voice and data signals from various wireless communication devices including transmission towers, antennas and ancillary facilities. For purposes of this section, amateur radio transmission facilities and facilities used exclusively for the transmission of television and radio broadcasts are not telecommunication facilities.

**TELECOMMUNICATIONS or TRANSMISSION TOWER** — The monopole or lattice framework designed to support transmitting and receiving antennas. For purposes of this section, amateur radio transmission facilities and facilities used exclusively for the transmission of television and radio signals are not transmission towers.

**WIRELESS COMMUNICATIONS** — Any personal wireless services as defined in the Federal Telecommunications Act of 1996 which includes FCC licensed commercial wireless telecommunications services including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging, and similar services that currently exist or that may in the future be developed. It does not include any amateur radio facility that is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive only antennas, nor does it include noncellular telephone service.

C. Applicability.

(1) New towers, Alternative Tower Structures and antennas. All new ~~telecommunications towers~~Telecommunications Towers, Alternative Tower

Structures or antennas in the Borough of Spring Lake shall be subject to these regulations.

(2) Preexisting towers or antennas. Preexisting telecommunications towers and preexisting antennas shall not be required to meet the requirements of this section, other than the requirements of Subsections J and K absent any enlargement or structural modification or the addition of any antennas.

(3) District height limitations. The requirements set forth in this section shall govern the location of telecommunications towers that exceed, and antennas that are installed at a height in excess of, the height limitations specified for each zoning district.

(4) Public property. Except for personal wireless facilities in public rights of way, ~~a~~Antennas ~~or~~, towers and alternative tower structures located on property owned, leased or otherwise controlled by the ~~governing authority~~ Borough of Spring Lake shall, in the sole and absolute discretion of the Mayor and Borough Council, be permitted without conditional use approval or variance of any kind or any other approvals from the Planning Board or Zoning Board of Appeals ~~encouraged,~~ provided a license or lease authorizing such antenna ~~or~~, tower or alternative tower structure has been authorized and approved by ordinance or resolution, as applicable, in accordance with applicable law, by the Mayor and Council of the ~~governing authority~~ Borough of Spring Lake. ~~Said approved publicly owned site utilized for the purposes of constructing towers and/or antennas shall be treated as engaging in a conditional use under this section.~~ Any decision by the Mayor and Borough Council is made in its proprietary capacity and not based upon specific land use regulations of the Code.

(5) Amateur radio station operators/receive only antennas. This section shall not govern any tower, or the installation of any antenna, that is under 50 feet in height and is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive only antennas.

(6) Satellite dish antennas. This section shall not govern any parabolic dish antennas used for transmission or reception of radio signals associated with satellites.

(7) No towers shall be permitted in Borough owned rights of way. Within Borough rights of way, only alternative tower structures proposed on existing or replacement utility poles owned by third parties or by a personal wireless service provider may be approved in accordance with Article VII, Small Wireless Facilities in the Right of Way, Sections 330-69 to 330-75 of the Borough Code.

D. General requirements.

(1) Principal or accessory use. Telecommunications antennas, and towers and alternative tower structures may be considered either principal or accessory uses. Notwithstanding any other Borough land use regulation, a different existing structure on the same lot shall not preclude the installation of an antenna ~~or~~, tower or alternative tower structure on such lot. If a tower and its appurtenant structures constitute the sole use of the lot, the tower shall be deemed to be the principal use.

(2) Lot size. For purposes of determining whether the installation of a tower, alternative tower structure or antenna on non-Borough owned property complies with zone development regulations, including but not limited to setback requirements, lot coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas ~~or~~, towers or alternative tower structures may be located on leased parcels within such lot.

(3) State or federal requirements. All towers and alternative tower structures must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers, alternative tower structures and antennas. If such standards and regulations are changed, then the owners of the towers, alternative tower structures and antennas governed by this section shall bring such towers, alternative tower structures and antennas into compliance with such revised standards and regulations within 90 days of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers, alternative tower structures and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower, alternative tower structure or antenna at the owner's expense.

(4) Building codes: safety standards. To ensure the structural integrity of towers and alternative tower structures, the owner of a tower or alternative tower structure shall ensure that it is maintained in compliance with standards contained in applicable state or local Building Codes and the applicable standards for towers that are published by the Electronic Industries Association and Telecommunications Industry Association, as amended from time to time. Owner shall provide a certification from a structural engineer, licensed by the State of New Jersey, certifying the structural integrity of the tower or alternative tower structure not less than every two years. If, upon inspection, the Borough of Spring Lake concludes that a tower or alternative tower structure fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower or alternative tower structure, the owner shall have 30 days to bring such tower or alternative tower structure into compliance with such standards. Failure to bring such tower or alternative tower structure into compliance within said 30 days shall constitute grounds for the removal of the tower, alternative tower structure or antenna at the owner's expense.

(5) No essential services. Telecommunications towers, alternative tower structure and antennas shall be regulated and permitted pursuant to this section and shall not be regulated or permitted as essential services, public utilities, or private utilities.

(6) Collocation required. The Borough of Spring Lake mandates that carriers collocate antennas on towers, alternative tower structure and other structures whenever possible. See Subsection G for collocation requirements.

(7) Conditional use. Except those telecommunications on Borough owned property, which are permitted uses subject to authorization and approval in the sole and absolute discretion by the Borough in accordance with Section (C) (4) above , a~~A~~ll telecommunications facilities shall be conditional uses in accordance with N.J.S.A. 40:55D-67.

(8) Site plan required. Except those on Borough owned property, which shall only require a construction permit under the Uniform Construction Code, site plan approval shall be required for all new telecommunications facilities in the Borough of Spring Lake including modifications to or addition of new telecommunications facilities to preexisting towers, alternative tower structures, buildings or other structures.

E. Use regulations.

(1) Conditional use. Except those on Borough owned property in any zoning district, which are permitted subject to the Borough's authorization and approval in its absolute and sole discretion in accordance with subsection (C)(4) above, wireless telecommunications facilities are permitted as conditional uses i~~I~~n the GC Zoning District.

~~(a) On lands owned by Spring Lake Borough or any other public entity within the Borough of Spring Lake.~~

~~(b)~~

(2) Conditional use standard. Wireless telecommunications facilities may be permitted on non-Borough owned property in the GC Zoning District, provided that:

(a) The minimum lot size on which the telecommunications facility is to be located is at least 1/2 acre in area.

(b) Lattice towers and any type of guyed tower are prohibited.

(c) Telecommunications towers shall be limited to monopoles without guys designed to ultimately accommodate at least three carriers and shall meet the following height and usage criteria:

[1] For a single carrier, up to 75 feet in height;

[2] For two or more carriers, up to 100 feet in height; and

(3) Factors considered in granting conditional use permits.

(a) In addition to the above standards, the Planning Board shall consider the following factors in determining whether to issue a conditional use permit:

[1] Proximity of the tower or alternative tower structure to residential structures and residential district boundaries;

[2] Nature of uses on adjacent and nearby properties;

[3] Surrounding topography;

[4] Surrounding tree coverage and foliage;

[5] Design of the tower or alternative tower structure, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness including stealth designs which are encouraged;

[6] Availability of suitable existing towers, alternative tower structures, other structures or alternative technologies not requiring the use of towers or structures;

[7] Availability of proposed tower or alternative tower structure to other potential carriers.

(b) This list is considered to be illustrative in nature and may not include all factors to be considered.

F. Site design standards. The following site design standards shall apply to wireless telecommunications facilities on non-Borough owned property:

(1) New towers:

(a) Telecommunications towers may not be located closer than 50 feet to any residential property. Antennas located on preexisting buildings or structures are exempt from this requirement.

(b) Fall zone. A fall zone shall be established such that the tower is set back 125% of the height of the tower from any adjoining lot line or non-appurtenant building.

(c) Security fencing. Towers shall be enclosed by security fencing not less than six feet in height. Towers shall also be equipped with appropriate anti-climbing measures.

(d) Landscaping. The following requirements shall govern the landscaping surrounding towers:

[1] Tower facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the tower compound from property used for residences or planned residences or any other area frequented by the public. The standard buffer shall consist of a landscaped strip at least 10 feet wide outside the perimeter of the compound. However, at a minimum, the facility should be shielded from public view by evergreen trees at least eight feet high at planting and planted in staggered double rows 15 feet on center.

[2] In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced at the sole discretion of the approving authority.

[3] Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible.

(e) Ancillary buildings. Any proposed building enclosing related electronic equipment shall not be more than 10 feet in height nor more than 200 square feet in area, and only one such building shall be permitted on the lot for each provider of wireless telecommunication services located on the site. Such buildings must satisfy the minimum zoning district setback requirements for accessory structures.

(f) Aesthetic. Towers and antennas shall meet the following requirements:

[1] Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness.

[2] At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.

(g) Lighting. No lighting is permitted except as follows, which shall be subject to review and approval by the Planning Board as part of the site plan application:

[1] The building enclosing electronic equipment may have one light at the entrance to the building, provided that the light is attached to the building, is focused downward, properly shielded and is switched so that the light is turned on only when workers are at the building; and

[2] No lighting is permitted on a tower except lighting that specifically is required by the Federal Aviation Administration (FAA), and any such required lighting shall be focused and shielded to the greatest extent possible so as not to project towards adjacent and nearby properties.

(h) Signs. No signs are permitted except those required by the Federal Communications Commission, the Electronic Industries Association (ELIA) and and/or the Telecommunication Industry Association (TIA) or by law, such as warning and equipment information signs.

(i) All ground-mounted telecommunication towers or alternative tower structures shall be self-supported monopoles and must be capable of withstanding hurricane-force winds of 140 miles per hour.

(2) Antennas mounted on existing structures or roof tops.

(a) Antennas on existing structures. Any antenna which is not attached to a tower may be attached to any existing business, industrial, office, utility or institutional structure in the GC Zoning District, provided that:

[1] Side- and roof-mounted personal wireless service facilities shall not project more than 10 feet above the height of an existing building or structure nor project more than 10 feet above the height limit of the zoning district within which the facility is located. Personal wireless service facilities may locate on a building or structure that is legally nonconforming with respect to height, provided that the facilities do not project above the existing building or structure height.

[2] The antenna complies with all applicable FCC and FAA regulations.

[3] The antenna complies with all applicable Building Codes.

[4] The equipment structure shall not contain more than 200 square feet of gross floor area or be more than 10 feet in height. In addition, for buildings and structures which are less than 40

feet in height, the related unmanned equipment structure shall be located on the ground and shall not be located on the roof of the structure.

[a] If the equipment structure is located on the roof of a building, the area of the equipment structure and other equipment and structures shall not occupy more than 10% of the roof area.

[b Equipment storage buildings, structures or cabinets shall comply with all applicable Building Codes.

(b) Aesthetics. If an antenna is installed on a structure other than a tower or alternative tower structure, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to or closely compatible with the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

(3) Antennas on existing towers. An antenna may be attached to a preexisting tower and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided that such collocation is accomplished in a manner consistent with the following:

(a) A tower which is modified or reconstructed to accommodate the collocation of an additional antenna shall be of the same tower type as the existing tower, unless reconstruction as a monopole is proposed.

(b) An existing tower may be modified or rebuilt to a taller height, not to exceed the maximum tower height established by this section.

(c) On-site location.

[1] A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved on site within 50 feet of its existing location, subject to conformance with setback requirements.

[2] After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.

(4) Noise standards. Noise attenuation measures shall be included to reduce noise levels at the facility to a maximum exterior level of 60 decibels. Backup generators may only be operated during power outages and for testing and maintenance purposes.

G. Collocation.

(1) The Borough of Spring Lake requires that licensed carriers share personal wireless service facilities and sites where feasible and appropriate, thereby reducing the number of personal wireless service facilities that are stand-alone facilities. All applicants for site plan approval for an individual wireless service facility shall demonstrate a good faith effort to collocate with other carriers. Such good faith effort includes:

(a) A survey of all existing structures that may be feasible sites for collocating personal wireless service facilities;

(b) Notification by certified mail of intent to seek site plan approval to all the other licensed carriers for commercial mobile radio services operating in the County; applicant shall provide proof of notification to the Planning Board; and

(c) Sharing information necessary to determine if collocation is feasible under the design configuration most accommodating to collocation.

(2) In the event that collocation is found to be not technically feasible, a written statement of the reasons for the infeasibility shall be submitted to the Borough Clerk and the Planning Board. The Borough may retain a technical expert in the field of RF engineering to verify if collocation at the site is not feasible or is feasible given the design configuration most accommodating to collocation. The cost for such a technical expert will be at the expense of the applicant. The Borough may deny approval to an applicant that has not demonstrated a good faith effort to provide for collocation.

(3) If the applicant does intend to collocate or to permit collocation, plans and elevations, which show the ultimate appearance and operation of the personal wireless service facility at full build-out shall be submitted.

H. Location priorities. Wireless telecommunication facilities shall be located and approved in accordance with the following prioritized locations:

(1) The first priority shall be an existing tower or building <u>or alternative tower structure,</u> or an existing or proposed water tower or standpipe owned by the Borough of Spring Lake or any other public or private utility within or near the Borough of Spring Lake.

(2) The second priority shall be new towers on lands owned by the Borough of Spring Lake or other public entity.

(3) The third priority shall be an existing building in the GC Zoning District.

(4) The fourth priority shall be new towers on lands not owned by the Borough of Spring Lake or other public entity located within the GC Zoning District.

I. Site plan submission requirements. In addition to the site plan submission requirements, the following information shall be submitted in conjunction with site plan approvals for all wireless telecommunication facilities except those located on Borough owned property:

(1) Comprehensive service plan. In order to provide proper evidence that any proposed location of wireless telecommunications antennas (and any supporting tower and/or ancillary building enclosing related electronic equipment) has been planned to result in the fewest number of towers within the Borough of Spring Lake at the time full service is provided by the applicant throughout the Borough, the applicant shall submit a comprehensive service plan. Said comprehensive service plan shall indicate how the applicant proposes to provide full service throughout the Borough and, to the greatest extent possible, said service plan shall also indicate how the applicant's plan is coordinated with the needs of all other providers of telecommunication services within the Borough of Spring Lake. The comprehensive service plan shall indicate the following:

(a) Whether the applicant's subscribers can receive adequate service from antennas located outside of the borders of the Borough of Spring Lake.

(b) How the proposed location of the antennas relates to the location of any existing wireless telecommunications facility within and/or near the Borough of Spring Lake.

(c) How the proposed location of the antennas relates to the anticipated need for additional antennas and supporting towers within and/or near the Borough of Spring Lake by both the applicant and by other providers of telecommunication services within the Borough of Spring Lake.

(d) How the proposed location of the antennas relates to the objective of collocating the antennas of different service carriers on the same facility.

(e) How the proposed location of the antennas relates to the overall objective of providing full telecommunication services within the Borough of Spring Lake while, at the same time, limiting the number of towers to the fewest possible.

(2) A scaled site plan clearly indicating the location, type and height of the proposed tower or alternative tower structure, on-site land uses, structures and zoning, adjacent land uses, structures and zoning (including when adjacent to other municipalities), and all properties within the applicable fall zone, adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the

proposed tower and any other structure, topography, parking and other information deemed by the Planning Board and Borough Engineer to be necessary to assess compliance with this section.

(3) Legal description of the entire tract and leased parcel (if applicable).

(4) The setback distance between the proposed tower and the nearest residential unit and residentially zoned properties.

(5) The separation distance from other towers, alternative tower structure and antennas.

(6) A landscape plan showing specific landscape materials including, but not limited to, species type, size, spacing and existing vegetation to be removed or retained.

(7) Method of fencing and finished color and, if applicable, the method of camouflage.

(8) A description of compliance with all applicable federal, state or local laws.

(9) A notarized statement by the applicant as to whether construction of the tower or alternative tower structure will accommodate collocation of additional antennas for future users.

(10) Identification of the entities providing the backhaul network for the tower(s) or alternative tower structure described in the application and other telecommunication sites owned or operated by the applicant in the immediate area of the Borough.

(11) A letter of commitment to lease excess space to other potential users at prevailing market rates and conditions. The letter of commitment shall be in form suitable for recording with the County Clerk prior to the issuance of any permit and shall commit the tower owner(s), property owner(s) and their successors in interest.

(12) A visual impact study containing, at a minimum, a photographic simulation showing the appearance of the proposed tower, alternative tower structure, antennas, and ancillary facilities from at least five points within a 1/2 mile radius. Such points shall be chosen by the carrier with review and approval by the Planning Board and their consultant to ensure that various potential views are represented.

(13) An analysis of the RFR levels at the facility as a means of assessing compliance with the FCC RF safety criteria. This analysis shall:

(a) Take into consideration all collocated radio transmitting antennas and/or nearby antennas that could contribute to RFR levels at the facility.

(b) Be performed by a RF engineer, health physicist or similar knowledgeable individual.

(c) Follow current methods recommended by the FCC for performing such analyses.

J. Monitoring and maintenance.

(1) After the wireless telecommunications facility is operational, the applicant shall submit, within 90 days of beginning operations, and anytime that the carrier performs a modification to the facility that requires zoning approval, existing measurements of RFR from the wireless telecommunications facility. Such measurements shall be signed and certified by an RF engineer, stating that RFR measurements are accurate and meet FCC guidelines as specified in the radio frequency standards of this section[2].

(2) The applicant and co-applicant shall maintain the personal wireless service facility in good condition. Such maintenance shall include, but shall not be limited to, painting, structural integrity of the mount and security barrier, and maintenance of the buffer areas and landscaping, fencing and parking areas, etc.

K. Abandonment or discontinuation of use.

(1) At such time that a licensed carrier plans to abandon or discontinue operation of a personal wireless service facility, such carrier shall notify the Borough Clerk by certified United States mail of the proposed date of abandonment or discontinuation of operations. Such notice shall be given no less than 30 days prior to abandonment or discontinuation of operations. In the event that a licensed carrier fails to give such notice, the wireless telecommunications facility shall be considered abandoned upon discontinuation of operations.

(2) Upon abandonment or discontinuation of use, at the option of the Borough, the carrier shall physically remove the personal wireless service facility within 90 days from the date of abandonment or discontinuation of use. "Physically remove" shall include, but not be limited to:

(a) Removal of antennas, mount, equipment shelters and security barriers for the subject property.

(b) Proper disposal of the waste materials from the site in accordance with local, county and state solid waste disposal regulations.

(c) Restoring the location of the personal wireless service facility to its natural condition, except that any landscaping and grading shall remain in the after-condition.

(3) If a carrier fails to remove a personal wireless service facility in accordance with this section, the Borough shall have the authority to enter the subject property and physically remove the facility. The Planning Board will require the applicant to post a bond at the time of approval to cover costs for the removal of the individual wireless service facility and site restoration in the event the Borough must remove the facility.

**INTRODUCED:**

**ADOPTED:**

**APPROVED:** _____
JENNIFER NAUGHTON, Mayor

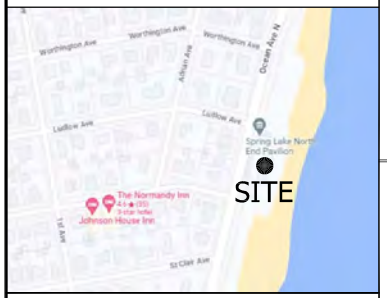
**Attest:**

_____
DINA M. ZAHORSKY, BOROUGH CLERK

**EXHIBIT 2**

**PAVILIION FACILITIES PLANS**

## SITE MAP




## GENERAL NOTES

1. THE EXHIBIT AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY.

2. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES WILL SUPERSEDE THE EXHIBIT.

3. TRUE NORTH DETERMINATION, GROUND (AMSL) ELEVATION, LATITUDE AND LONGITUDE COORDINATES ARE BASED ON USGS MAP INFORMATION.

4. THE LOCATIONS OF LICENSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE TI RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.

5. DO NOT SCALE THIS EXHIBIT, UNLESS OTHERWISE NOTED.

6. THE EXHIBIT IS CONCEPTUAL ONLY AND ARE NOT FOR CONSTRUCTION.

## SITE INFORMATION

1. **PROPERTY OWNER/LESSOR:**
BOROUGH OF SPRING LAKE
FIFTH & WARREN AVE
SPRING LAKE, NEW JERSEY 07762

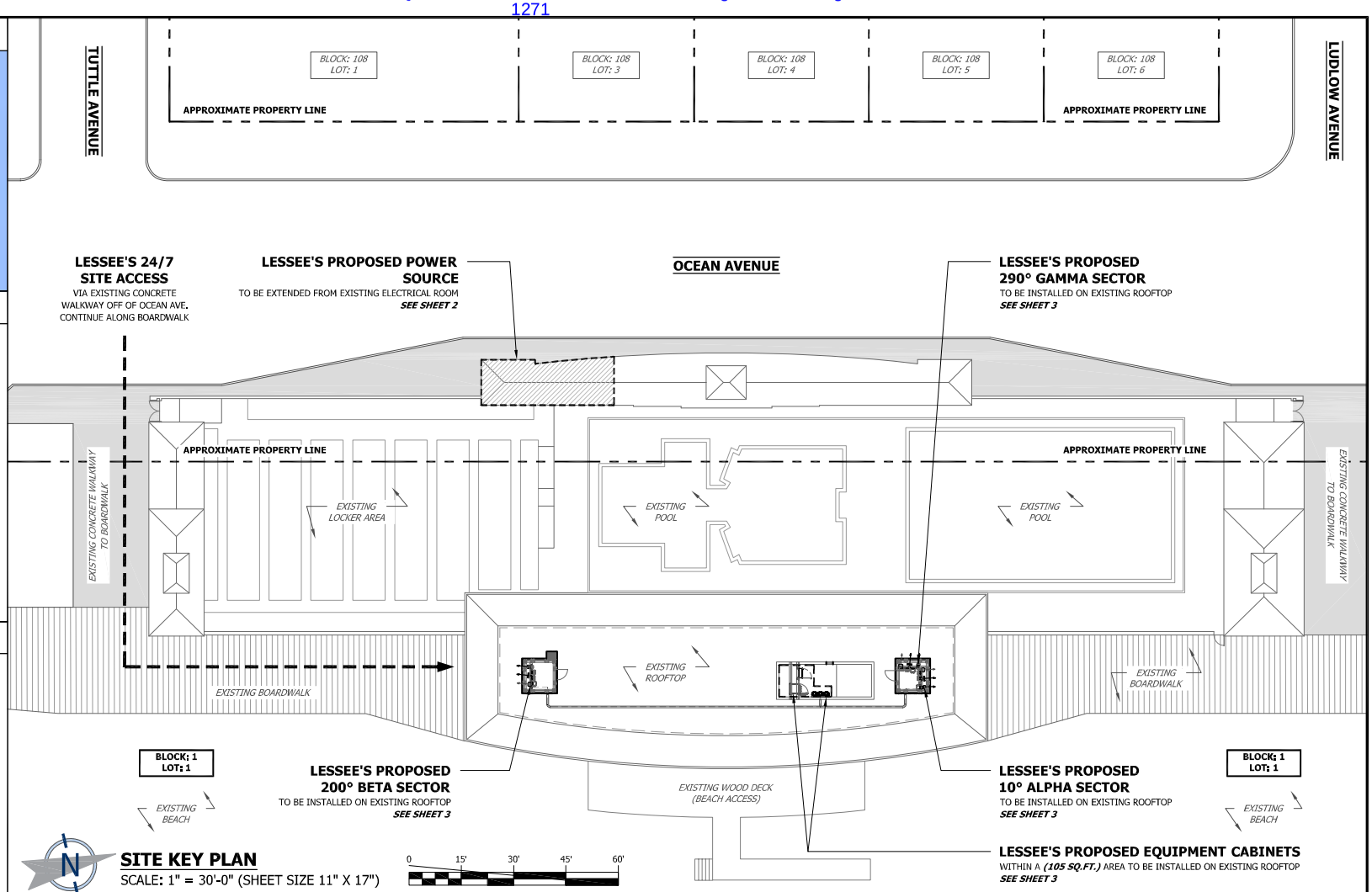
2. **LESSEE INFORMATION:**
NEW YORK SMSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NEW JERSEY 07921
1-800-852-2671

3. **SITE ADDRESS:**
OCEAN AVE. N & LUDLOW AVE.
(BOARDWALK OCEAN)
SPRING LAKE, NEW JERSEY 07762
MONMOUTH COUNTY

4. **TOWNSHIP ID:**
BLOCK: #1
LOT: #1
ZONE: R-2

5. **SITE COORDINATES:**
LAT: N 40°-09'-33.50"
LONG: W 74°-01'-10.85"
DATUM: GOOGLE EARTH

6. **GROUND ELEVATION:**
AMSL: 14 FT ±
DATUM: GOOGLE EARTH




| | | | | |
|---|---|---|---|---|
| 9 | | | | |
| 8 | | | | |
| 7 | | | | |
| 6 | | | | |
| 5 | 07/14/26 | REV.3 LE - LEASED AREA IDENTIFICATION | GJC | FLC |
| 4 | 06/10/26 | REV.2 LE - TELCO CONCEALMENT | GJC | FLC |
| 3 | 05/19/26 | REV.1 LE - RF COMMENTS | AMA | FLC |
| 2 | 05/11/26 | FINAL LE - CONCEALMENT | AMA | FLC |
| 1 | 05/11/26 | PRELIMINARY LE - CONCEALMENT | AMA | FLC |
| RELEASE | DATE | DESCRIPTION | DRAWN BY | AUTH BY |

FCA RCHITECTS
350 Clark Drive | Suite 304 | Mount Olive, NJ 07828
O 973-726-7164 | F 973-726-7204
fcolasurdo@fcarchitectsinc.com
Frank Colasurdo Architects, Inc
NJ Lic. #13753 MA Lic. #32346 NC Lic. #14842
NY Lic. #029379-1 MD Lic. #19079 FL Lic. #AR100316
PA Lic. #RA403655 DE Lic. #8535 RI Lic. #0005196

PROJECT:
**NEW YORK SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS WIRELESS COMMUNICATION FACILITY "SPRING LAKE PAVILION NORTH"**
OCEAN AVENUE N AND LUDLOW AVENUE
(BOARDWALK OCEAN)
SPRING LAKE, NEW JERSEY 07762
BLOCK: #1 LOT: #1
MONMOUTH COUNTY

# LEASE EXHIBIT

PROJECT NUMBER: VER1226

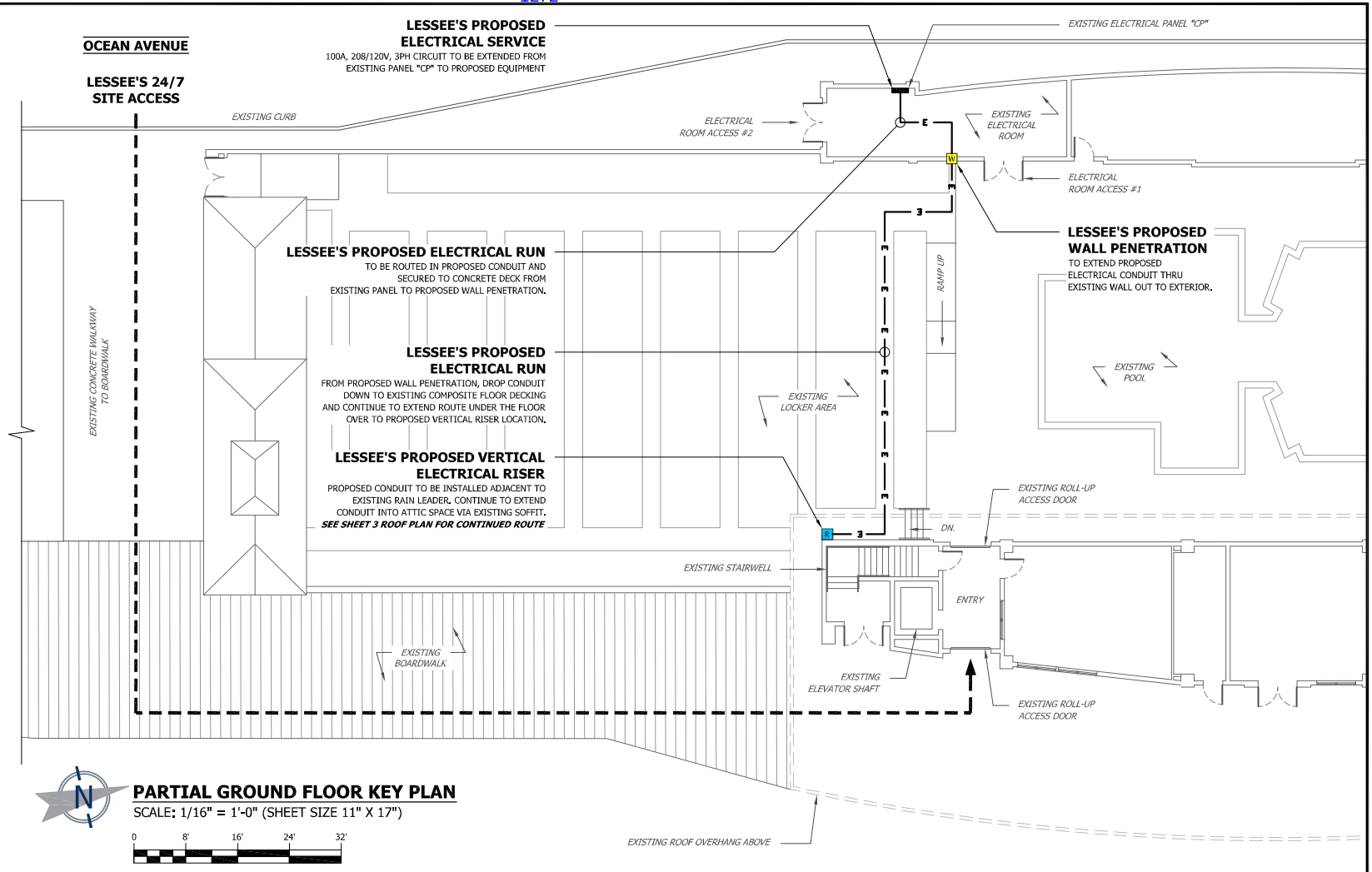
PROJECT: "SPRING LAKE PAVILION NORTH"

DATE: 05/11/26

SITE DESTINATION: OCEAN AVE. N & LUDLOW AVE.

**SHEET 1 OF 4**

MON-L-004472-26 11/13/2026 4:17:32 PM Pg 38 of 94 Trans ID: LCV20263036629




| | | | | |
|---|---|---|---|---|
| 9 | | | | |
| 8 | | | | |
| 7 | | | | |
| 6 | | | | |
| 5 | 07/14/26 | REV.3 LE - LEASED AREA IDENTIFICATION | GJC | FLC |
| 4 | 06/10/26 | REV.2 LE - TELCO CONCEALMENT | GJC | FLC |
| 3 | 05/19/26 | REV.1 LE - RF COMMENTS | AMA | FLC |
| 2 | 05/11/26 | FINAL LE - CONCEALMENT | AMA | FLC |
| 1 | 05/11/26 | PRELIMINARY LE - CONCEALMENT | AMA | FLC |
| RELEASE | DATE | DESCRIPTION | DRAWN BY | AUTH BY |

FCA RCHITECTS
350 Clark Drive | Suite 304 | Mount Olive, NJ 07828
O 973-726-7164 | F 973-726-7204
fcolasurdo@fcarchitectsinc.com
Frank Colasurdo Architects, Inc
NJ Lic. #13753 MA Lic. #32346 NC Lic. #14842
NY Lic. #029379-1 MD Lic. #19079 FL Lic. #AR100316
PA Lic. #RA403655 DE Lic. #8535 RI Lic. #0005196

PROJECT:
**NEW YORK SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**
**WIRELESS COMMUNICATION FACILITY**
**"SPRING LAKE PAVILION NORTH"**
OCEAN AVENUE N AND LUDLOW AVENUE
(BOARDWALK OCEAN)
SPRING LAKE, NEW JERSEY 07762
BLOCK: #1 LOT: #1
MONMOUTH COUNTY

LEASE EXHIBIT

PROJECT NUMBER: VER1226

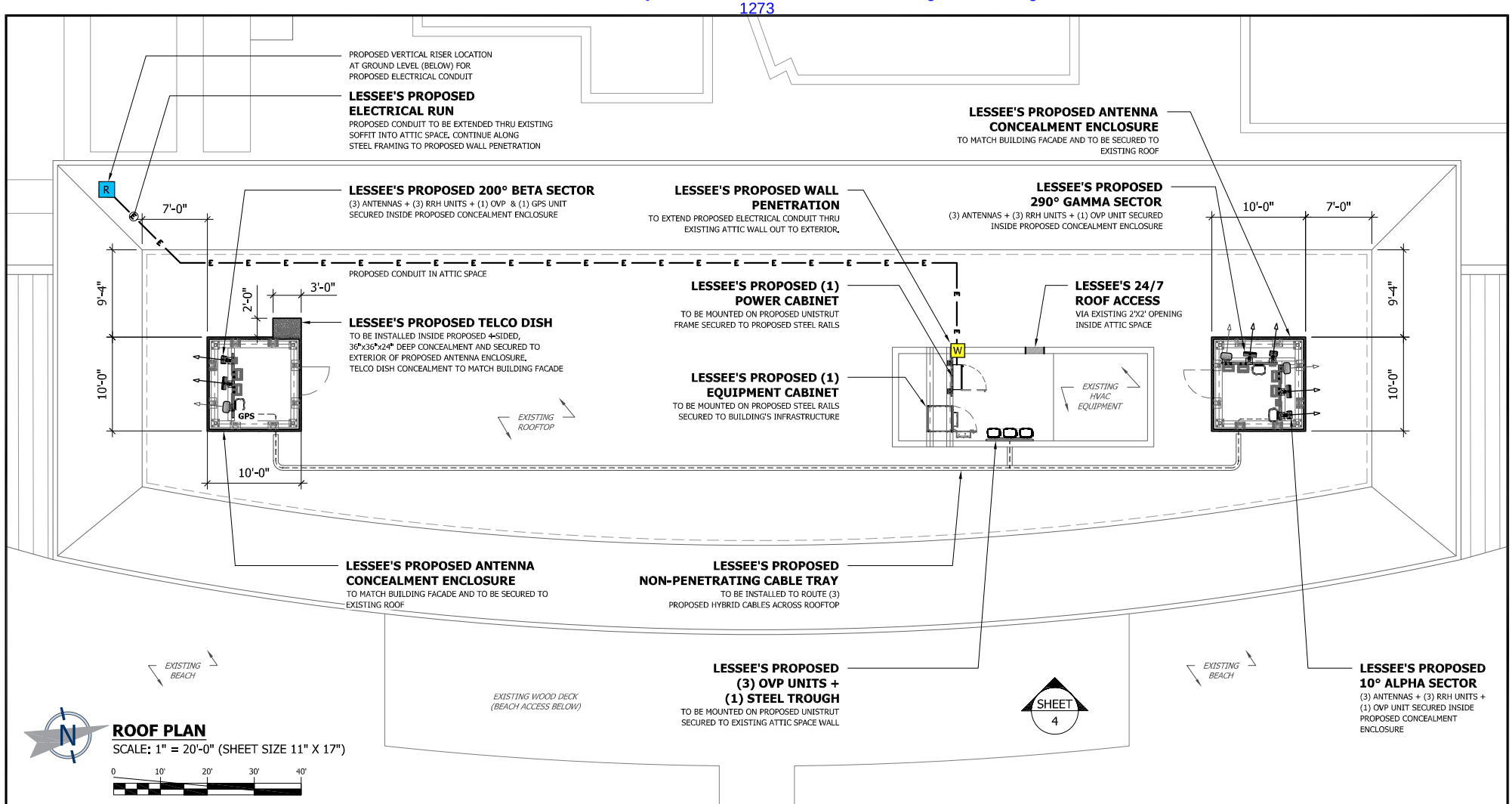
PROJECT: "SPRING LAKE PAVILION NORTH"

DATE: 05/11/26

SITE DESTINATION: OCEAN AVE. N & LUDLOW AVE.

**SHEET 2 OF 4**

MON-L-004472-26 11/13/2026 4:17:32 PM Pg 39 of 94 Trans ID: LCV20263036629




## ROOF PLAN

SCALE: 1" = 20'-0" (SHEET SIZE 11" X 17")

| | | | | |
|---|---|---|---|---|
| 9 | | | | |
| 8 | | | | |
| 7 | | | | |
| 6 | | | | |
| 5 | 07/14/26 | REV.3 LE - LEASED AREA IDENTIFICATION | GJC | FLC |
| 4 | 06/10/26 | REV.2 LE - TELCO CONCEALMENT | GJC | FLC |
| 3 | 05/19/26 | REV.1 LE - RF COMMENTS | AMA | FLC |
| 2 | 05/11/26 | FINAL LE - CONCEALMENT | AMA | FLC |
| 1 | 05/11/26 | PRELIMINARY LE - CONCEALMENT | AMA | FLC |
| RELEASE | DATE | DESCRIPTION | DRAWN BY | AUTH BY |

FCA RCHITECTS
350 Clark Drive | Suite 304 | Mount Olive, NJ 07828
O 973-726-7164 | F 973-726-7204
fcolasurdo@fcarchitectsinc.com
Frank Colasurdo Architects, Inc
NJ Lic. #13753 MA Lic. #32346 NC Lic. #14842
NY Lic. #029379-1 MD Lic. #19079 FL Lic. #AR100316
PA Lic. #RA403655 DE Lic. #8535 RI Lic. #0005196

PROJECT:
**NEW YORK SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**
**WIRELESS COMMUNICATION FACILITY**
**"SPRING LAKE PAVILION NORTH"**
OCEAN AVENUE N AND LUDLOW AVENUE
(BOARDWALK OCEAN)
SPRING LAKE, NEW JERSEY 07762
BLOCK: #1 LOT: #1
MONMOUTH COUNTY

LEASE EXHIBIT

PROJECT NUMBER: VER1226

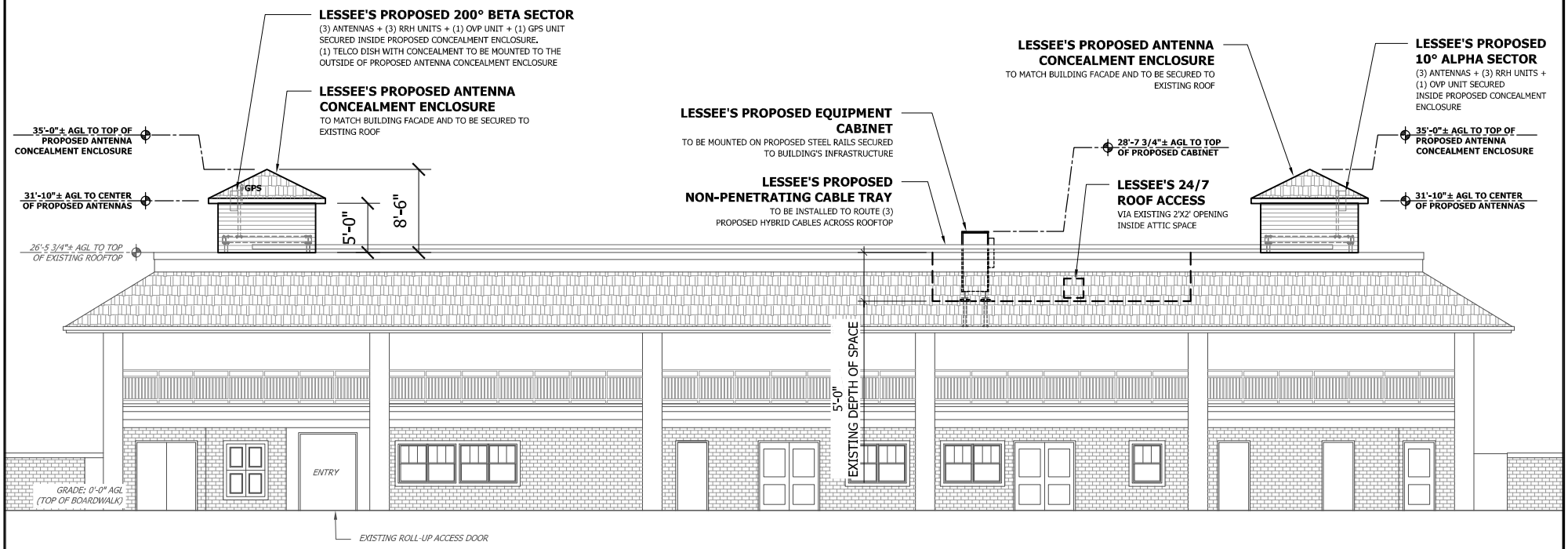
PROJECT: "SPRING LAKE PAVILION NORTH"

DATE: 05/11/26

SITE DESTINATION: OCEAN AVE. N & LUDLOW AVE.

**SHEET 3 OF 4**

MON-L-004472-26 11/13/2026 4:17:32 PM Pg 40 of 94 Trans ID: LCV20263036629




## BUILDING ELEVATION (LOOKING WEST)

SCALE: 1" = 20'-0" (SHEET SIZE 11" X 17")

0 10' 20' 30' 40'

| | | | | |
|---|---|---|---|---|
| 9 | | | | |
| 8 | | | | |
| 7 | | | | |
| 6 | | | | |
| 5 | 07/14/26 | REV.3 LE - LEASED AREA IDENTIFICATION | GJC | FLC |
| 4 | 06/10/26 | REV.2 LE - TELCO CONCEALMENT | GJC | FLC |
| 3 | 05/19/26 | REV.1 LE - RF COMMENTS | AMA | FLC |
| 2 | 05/11/26 | FINAL LE - CONCEALMENT | AMA | FLC |
| 1 | 05/11/26 | PRELIMINARY LE - CONCEALMENT | AMA | FLC |
| RELEASE | DATE | DESCRIPTION | DRAWN BY | AUTH BY |

FCA RCHITECTS
350 Clark Drive | Suite 304 | Mount Olive, NJ 07828
O 973-726-7164 | F 973-726-7204
fcolasurdo@fcarchitectsinc.com
Frank Colasurdo Architects, Inc
NJ Lic. #13753 MA Lic. #32346 NC Lic. #14842
NY Lic. #029379-1 MD Lic. #19079 FL Lic. #AR100316
PA Lic. #RA403655 DE Lic. #8535 RI Lic. #0005196

PROJECT:
**NEW YORK SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**
**WIRELESS COMMUNICATION FACILITY**
**"SPRING LAKE PAVILION NORTH"**
OCEAN AVENUE N AND LUDLOW AVENUE
(BOARDWALK OCEAN)
SPRING LAKE, NEW JERSEY 07762
BLOCK: #1 LOT: #1
MONMOUTH COUNTY

LEASE EXHIBIT

PROJECT NUMBER: VER1226

PROJECT: "SPRING LAKE PAVILION NORTH"

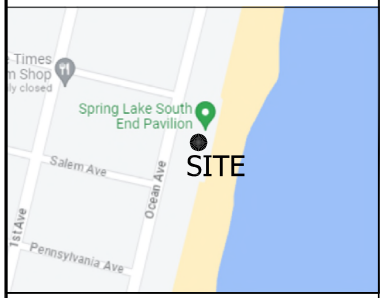
DATE: 05/11/26

SITE DESTINATION: OCEAN AVE. N & LUDLOW AVE.

**SHEET 4 OF 4**

MON-L-004472-26 11/13/2026 4:17:32 PM Pg 41 of 94 Trans ID: LCV20263036629

## SITE MAP




## GENERAL NOTES

1. THE EXHIBIT AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY.

2. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES WILL SUPERSEDE THE EXHIBIT.

3. TRUE NORTH DETERMINATION, GROUND (AMSL) ELEVATION, LATITUDE AND LONGITUDE COORDINATES ARE BASED ON USGS MAP INFORMATION.

4. THE LOCATIONS OF LICENSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE TI RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.

5. DO NOT SCALE THIS EXHIBIT, UNLESS OTHERWISE NOTED.

6. THE EXHIBIT IS CONCEPTUAL ONLY AND ARE NOT FOR CONSTRUCTION.

## SITE INFORMATION

1. **PROPERTY OWNER/LESSOR:**
BOROUGH OF SPRING LAKE
FIFTH & WARREN AVENUE
SPRING LAKE, NEW JERSEY 07762

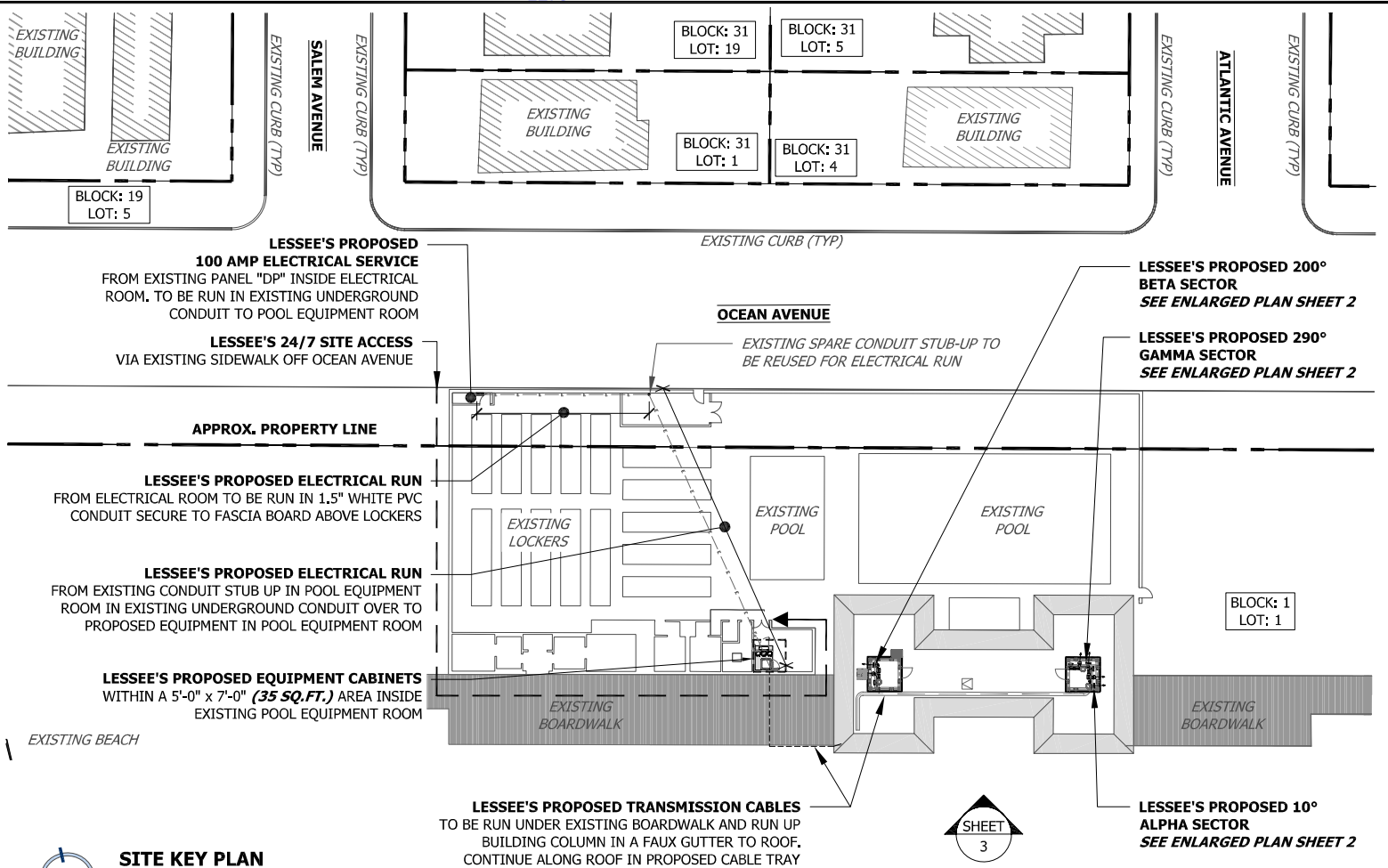
2. **LESSEE INFORMATION:**
NEW YORK SMSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS
1 VERIZON WAY
BASKING RIDGE, NEW JERSEY 07920
PHONE: 1 (800) 852-2671

3. **SITE ADDRESS:**
410 OCEAN AVE. NORTH
SPRING LAKE, NEW JERSEY 07762
MONMOUTH COUNTY

4. **TOWNSHIP ID:**
BLOCK: #1
LOT: #1
ZONE: R-2

5. **SITE COORDINATES:**
LAT: N 40°-08'-37.96"
LONG: W 74°-01'-27.70"
DATUM: GOOGLE EARTH

6. **GROUND ELEVATION:**
AMSL: +/- 10 FT
DATUM: GOOGLE EARTH




| | | | | |
|---|---|---|---|---|
| 9 | | | | |
| 8 | | | | |
| 7 | | | | |
| 6 | | | | |
| 5 | | | | |
| 4 | 06/10/26 | REV. 2 LE - TELCO CONCEALMENT | GJC | FLC |
| 3 | 05/19/26 | REV. 1 LE - RF COMMENTS | AMA | FLC |
| 2 | 05/11/26 | FINAL LE - CONCEALMENT | AMA | FLC |
| 1 | 05/11/26 | PRELIMINARY LE - CONCEALMENT | AMA | FLC |
| RELEASE | DATE | DESCRIPTION | DRAWN BY | AUTH BY |

FCA RCHITECTS
350 Clark Drive | Suite 304 | Mount Olive, NJ 07828
O 973-726-7164 | F 973-726-7204
fcolasurdo@fcarchitectsinc.com
Frank Colasurdo Architects, Inc
NJ Lic. #13753 MA Lic. #32346 NC Lic. #14842
NY Lic. #029379-1 MD Lic. #19079 FL Lic. #AR100316
PA Lic. #RA403655 DE Lic. #8535 RI Lic. #0005196

PROJECT:
**NEW YORK SMSA LIMITED PARTNERSHIP**
**D/B/A VERIZON WIRELESS**
**WIRELESS COMMUNICATIONS FACILITY**
**"SPRING LAKE PAVILION SOUTH"**
410 OCEAN AVE. NORTH
SPRING LAKE, NEW JERSEY 07762
BLOCK: #1 LOT: #1
MONMOUTH COUNTY

# LEASE EXHIBIT

PROJECT NUMBER: **VER1326**

PROJECT: **"SPRING LAKE PAVILION SOUTH"**

DATE: **05/11/26**

SITE DESTINATION: **410 OCEAN AVE NORTH**

**SHEET 1 OF 3**

MON-L-004472-26 11/13/2026 4:17:32 PM Pg 42 of 94 Trans ID: LCV20263036629

**LESSEE'S PROPOSED TELCO DISH**
TO BE INSTALLED INSIDE PROPOSED 4-SIDED, 36"x36"x24" DEEP CONCEALMENT AND SECURED TO EXTERIOR OF PROPOSED ANTENNA ENCLOSURE. TELCO DISH CONCEALMENT TO MATCH BUILDING FACADE

**LESSEE'S PROPOSED ANTENNA CONCEALMENT ENCLOSURE**
TO MATCH BUILDING FACADE AND TO BE SECURED TO EXISTING ROOF

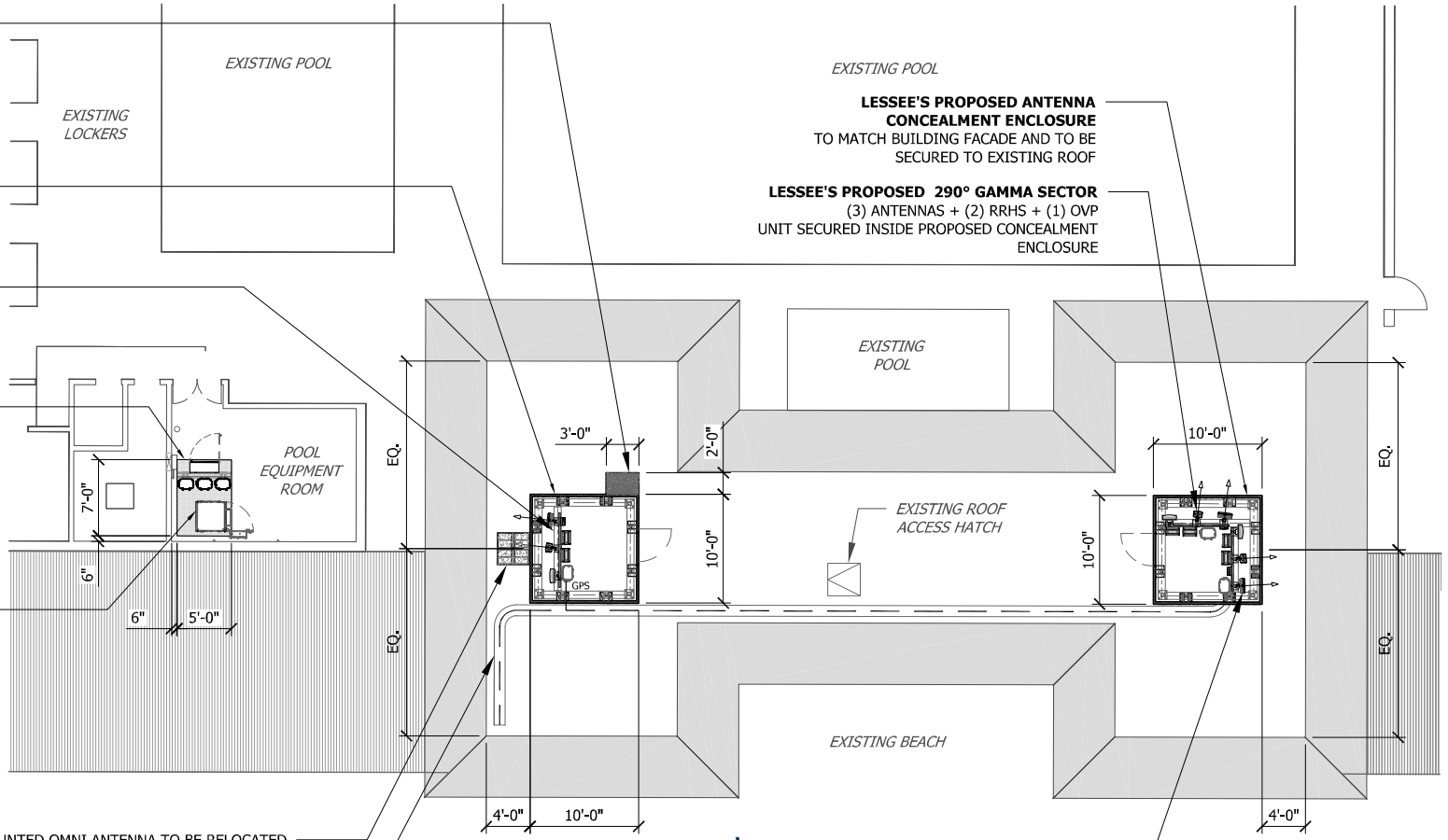
**LESSEE'S PROPOSED 200° BETA SECTOR**
(3) ANTENNAS + (2) RRHS + (1) OVP & (1) GPS UNIT TO BE SECURED INSIDE PROPOSED CONCEALMENT ENCLOSURE

**LESSEE'S PROPOSED EQUIPMENT CABINETS**
(1) CHARLES CUBE-PM + (1) POWER PANEL & (3) OVP UNITS TO BE MOUNTED ON PROPOSED PRE-MANUFACTURED PLATFORM

**LESSEE'S PROPOSED EQUIPMENT CABINETS**
(1) CHARLES CUBE-PM + (1) POWER PANEL & (3) OVP UNITS TO BE MOUNTED ON PROPOSED PRE-MANUFACTURED PLATFORM

EXISTING ROOF MOUNTED OMNI ANTENNA TO BE RELOCATED NEXT TO PROPOSED CONCEALMENT ENCLOSURE

**LESSEE'S PROPOSED TRANSMISSION CABLES**
(3) HYBRID CABLES TO BE ROUTED INSIDE PROPOSED CABLE TRAY (TYP. OF 1 PER SECTOR)




| RELEASE | DATE | DESCRIPTION | DRAWN BY | AUTH BY |
|---|---|---|---|---|
| 9 | | | | |
| 8 | | | | |
| 7 | | | | |
| 6 | | | | |
| 5 | | | | |
| 4 | 06/10/26 | REV. 2 LE - TELCO CONCEALMENT | GJC | FLC |
| 3 | 05/19/26 | REV. 1 LE - RF COMMENTS | AMA | FLC |
| 2 | 05/11/26 | FINAL LE - CONCEALMENT | AMA | FLC |
| 1 | 05/11/26 | PRELIMINARY LE - CONCEALMENT | AMA | FLC |

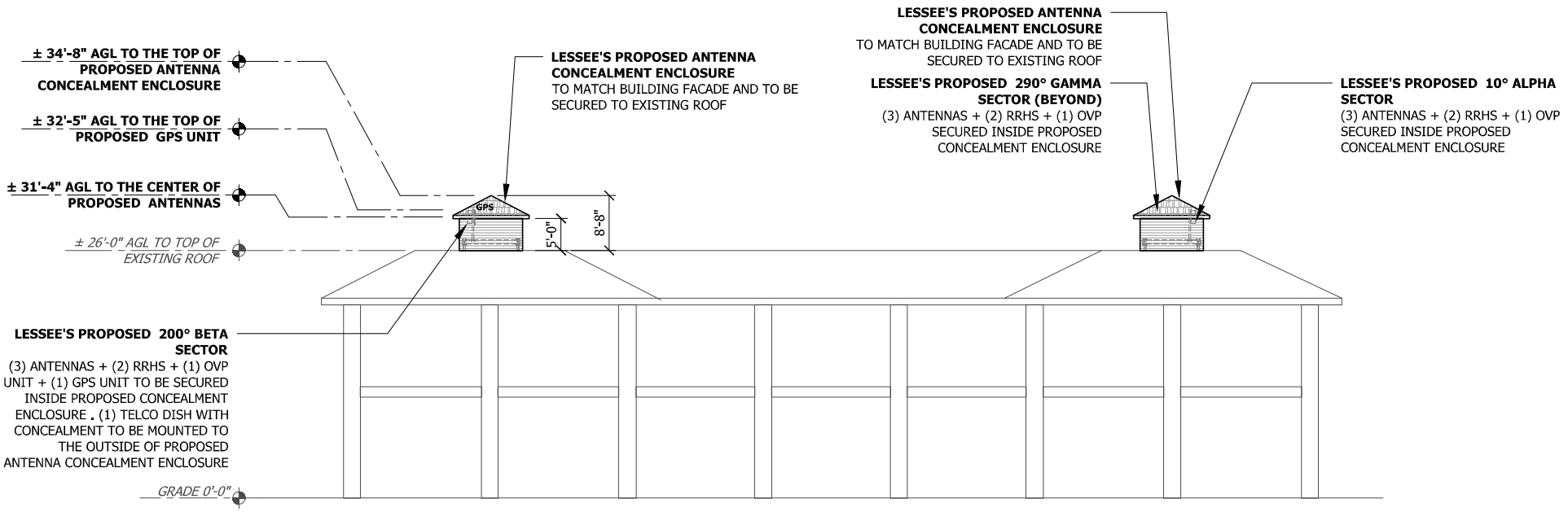
FCA RCHITECTS
350 Clark Drive | Suite 304 | Mount Olive, NJ 07828
O 973-726-7164 | F 973-726-7204
fcolasurdo@fcarchitectsinc.com
Frank Colasurdo Architects, Inc
NJ Lic. #13753 MA Lic. #32346 NC Lic. #14842
NY Lic. #029379-1 MD Lic. #19079 FL Lic. #AR100316
PA Lic. #RA403655 DE Lic. #8535 RI Lic. #0005196

PROJECT:
**NEW YORK SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS WIRELESS COMMUNICATIONS FACILITY "SPRING LAKE PAVILION SOUTH"**
410 OCEAN AVE, NORTH
SPRING LAKE, NEW JERSEY 07762
BLOCK: #1 LOT: #1
MONMOUTH COUNTY

# LEASE EXHIBIT

PROJECT NUMBER: **VER1326**
PROJECT: **"SPRING LAKE PAVILION SOUTH"**
DATE: **05/11/26**
SITE DESTINATION: **410 OCEAN AVE NORTH**
**SHEET 2 OF 3**

MON-L-004472-26 11/13/2026 4:17:32 PM Pg 43 of 94 Trans ID: LCV20263036629




NOTE:
EXISTING OMNI ANTENNA NOT SHOWN

## BUILDING ELEVATION (LOOKING WEST)

SCALE: 1/16" = 1'-0"

0 8' 16' 24' 32'

| | | | | |
|---|---|---|---|---|
| 9 | | | | |
| 8 | | | | |
| 7 | | | | |
| 6 | | | | |
| 5 | | | | |
| 4 | 06/10/26 | REV. 2 LE - TELCO CONCEALMENT | GJC | FLC |
| 3 | 05/19/26 | REV. 1 LE - RF COMMENTS | AMA | FLC |
| 2 | 05/11/26 | FINAL LE - CONCEALMENT | AMA | FLC |
| 1 | 05/11/26 | PRELIMINARY LE - CONCEALMENT | AMA | FLC |
| RELEASE | DATE | DESCRIPTION | DRAWN BY | AUTH BY |

FCA RCHITECTS
350 Clark Drive | Suite 304 | Mount Olive, NJ 07828
O 973-726-7164 | F 973-726-7204
fcolasurdo@fcarchitectsinc.com
Frank Colasurdo Architects, Inc
NJ Lic. #13753 MA Lic. #32346 NC Lic. #14842
NY Lic. #029379-1 MD Lic. #19079 FL Lic. #AR100316
PA Lic. #RA403655 DE Lic. #8535 RI Lic. #0005196

PROJECT:
**NEW YORK SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS WIRELESS COMMUNICATIONS FACILITY "SPRING LAKE PAVILION SOUTH"**
410 OCEAN AVE, NORTH
SPRING LAKE, NEW JERSEY 07762
BLOCK: #1 LOT: #1
MONMOUTH COUNTY

**LEASE EXHIBIT**

PROJECT NUMBER: **VER1326**

PROJECT: **"SPRING LAKE PAVILION SOUTH"**

DATE: **05/11/26**

SITE DESTINATION: **410 OCEAN AVE NORTH**

**SHEET 3 OF 3**

MON-L-004472-26 11/13/2026 4:17:32 PM Pg 44 of 94 Trans ID: LCV20263036629

**EXHIBIT 3**

**TEMPORARY FACILITIES LEASES**

**Site Name:** _____
**(Spring Lake – Temp Facility – North Pavilion)**
**MDG Location ID:** _____

# LEASE AGREEMENT

This Lease Agreement (the "**Agreement**") is made by and between Borough of Spring Lake ("**Lessor**"), with a mailing address of 423 Warren Avenue, Spring Lake, New Jersey 07762, and _____ ("**Lessee**"), with a mailing address of _____. Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. Lessor hereby leases Lessee space in and/or upon that certain building or facility owned, leased or controlled by Lessor located at Ocean Avenue North and Ludlow Avenue (Boardwalk) and designated as Block 1, Lot 1 on the tax maps of the Borough of Spring Lake, New Jersey (the "**Property**"), to install, maintain, replace, add to and operate communications equipment ("**Use**"). The Property is legally described or otherwise known on the tax map as shown on Exhibit "A" attached hereto and made a part hereof. Lessee's communications equipment (the "Communications Equipment") will be installed on a portion of the Property consisting of approximately 250 square feet of floor space on the building rooftop ("**Equipment Space**"), together with certain additional space on the building rooftop and/or exterior for antennas and related improvements, including the stealth enclosures utilized to provide concealment from view ("Rooftop Space"), and together with the space for the Connections, as hereinafter defined.. The Equipment Space, Rooftop Space, and Connections are collectively referred to hereafter as the "**Premises**". The Premises are shown in detail on Exhibit "B" attached hereto and made a part hereof. The dimensions and the specific location of all Lessee's communications equipment, including wires, cables, conduits and pipes (the "Connections") running between and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar utility services located within the Property or the nearest public right of way will be shown on the construction drawings prior to the issuance of a constriction permit. All methods and facilities utilized to provide concealment from view are depicted on Exhibit B. In the event it is necessary, Lessor agrees to grant Lessee the right to install required facilities necessary to provide such utility services on, through, over and/or under the Property, provided the location of such utility services facilities shall be reasonably approved by Lessor.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 2 years beginning on the date that the Communications Equipment is fully operational (the "**Commencement Date**") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. In accordance with N.J.A.C. 7:36-25.14(b)(2)(i), upon a showing of good cause and obtaining the approval of the New Jersey Department of Environmental Protection ("NJDEP"), the initial term of this Agreement shall be extended for 1 additional 6-month term ("Extension Term"). Upon Lessee's request, Lessor shall seek such timely consent without any delay. If consent is not obtained and the Agreement cannot be extended for the

**Site Name:** _____
**(Spring Lake – Temp Facility – North Pavilion)**
**MDG Location ID:** _____

Extension Term, Lessor shall provide Lessee as much advance written notice as possible. The Initial Term and any Extension Term shall be collectively referred to herein as the "**Term**".

4. RENT.

a. Rent payments shall begin on the Commencement Date and be due at a total annual rent of $120.00, to be paid in equal monthly installments of $10.00 on the first day of the month, in advance, to Lessor at 423 Warren Avenue, Spring Lake, New Jersey 07762 or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least 30 days in advance of any rent payment due date by notice given in accordance with Paragraph 22 below. Rent shall accrue starting on the Commencement Date; however, the initial rent payment will be delivered no later than 90 days after: (i) Lessee's receipt of the Rental Documents (as defined in Paragraph 4.b), or (ii) the written acknowledgement of the Commencement Date, whichever is later. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

b. For any party to whom rent payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully-executed state and local withholding forms if required; (iii) Lessee's payment direction form, and (iv) other documentation to verify Lessor's or such other party's right to receive rental as is reasonably requested by Lessee (collectively, the "**Rental Documents**"). If the Rental Documents are not provided by Lessor, or there is a change to the Lessor payee, rent shall accrue in accordance with this Agreement, but Lessee shall have no obligation to deliver rent payments to Lessor, or its designee or successor in interest, as applicable, until 30 days after Lessee receives the required Rental Documents. Thereafter, Lessee shall deliver the accrued rent payments in accordance with the Rental Documents.

5. ACCESS. Lessee shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of the Communications Equipment.

6. CONDITION OF PROPERTY.

a. Lessor shall deliver the Premises to Lessee in a condition ready for Lessee's Use and clean and free of debris.

b. Lessor understands and has full knowledge that the Rooftop Space is not designed, used or maintained for recreational or public use, may have unknown or foreign objects on it; and may be unsafe. Lessee and its agents recognize that use of the Rooftop Space is inherently dangerous. The dangers include without limitation, variations in surface, wind or weather elements, hidden objects, debris or rocks, the lack of any guard rails and handrails or an uneven walking surface. Lessee understands and agrees that Lessor has not taken any action to remove, improve, post a sign or warn Lessee in any fashion of a particular danger. Lessee has, as part of its activities pursuant to this Agreement, requested and has been granted Lessor's permission for access to the Rooftop Space, and Lessee assumes full responsibility for all risks

involved in its use of the Rooftop Space, except to the extent caused by the Lessor's negligence or willful misconduct.

c. Security and Invitees: Lessor does not represent that the Rooftop Space or the Premises are safe from theft, injury or damage to Lessee or Lessee's property. Notwithstanding any provision to the contrary, Lessor is not liable for any lack of security with respect to the Property or Premises or for any damages caused by any error or other action regarding the admission to or exclusion from the Property of any person. Lessee is solely responsible for the security of the Premises and its personal property on the Premises. Lessee shall make good faith efforts to monitor and control the conduct of its staff and agents while on the Premises.

7. IMPROVEMENTS. The Communications Equipment including, without limitation, antennas, conduits, and other improvements, and all concealment elements of the site, shall be at Lessee's expense and so long as consistent with all stealth and concealment requirements of this Agreement, installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, add to or otherwise modify the Communications Equipment including without limitation, antennas, conduits or other improvements or any portion thereof and the frequencies over which the Communications Equipment operates whether or not any of the Communications Equipment including without limitation, antennas, conduits or other improvements are listed on any exhibit; provided however, that no such change shall change the visibility of the initial installation or defeat the concealment elements of the communications equipment on the Premises. Lessee shall only be required to obtain Lessor's consent for modifications that increase the square footage of Lessee's Premises or adversely and materially impact the visibility of the communications equipment as described in this Section. Lessor shall respond in writing to any Lessee consent request within 30 days of receipt or Lessor's consent shall be deemed granted, provided, any increase to the Premises or adverse and material change to the visibility of the communications equipment shall be memorialized by the Parties in writing. Lessor is not entitled to a rent increase associated with any Lessee modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional square footage of space included in the Premises.

8. ELECTRICAL.

a. If permitted by the local utility company serving the Premises, Lessee shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Lessee at the Premises and Lessee shall pay the utility company directly.

b. If an electrical meter is not permitted, then Lessee may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Lessee at the Premises and shall pay the utility company directly if permitted by the utility company.

c. In the event a sub-meter is installed and the utility company will not permit Lessee to pay the utility company directly, then the Lessor shall read Lessee's sub-meter on a monthly basis and provide Lessee with an invoice for Lessee's power consumption on an annual basis. Each invoice shall reflect charges only for Lessee's power consumption based on the average kilowatt hour rate actually paid by Lessor to the utility, without markup or profit.

d. Lessor shall send all invoices for power consumption to Lessee at _____ and shall be provided to Lessee within 90 days following the conclusion of each calendar year (otherwise, Lessor waives the right to collect applicable electrical charges). Upon written request from Lessee, Lessor shall provide copies of electricity bills received by Lessor during any period that Lessor submits invoices to Lessee for reimbursement and for that same period Lessor shall provide documentation of the sub-meter readings applicable to such periods. Lessee shall pay each invoice within 45 calendar days after receipt of the invoice from Lessor.

e. Lessee shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

9. GOVERNMENT APPROVALS. Lessee's Use is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "**Government Approvals**") that may be required by any Federal, State or Local authorities (collectively, the "**Government Entities**") as well as a satisfactory structural analysis of the building or other structure that will permit Lessee's Use. Lessor shall cooperate with Lessee in its effort to obtain and maintain such approvals. Notwithstanding anything stated in this Agreement, the Parties acknowledge that the only local approval that Lessee shall be required to obtain shall be a building permit from the Borough of Spring Lake. Notwithstanding anything contained herein to the contrary, Lessor hereby agrees to allow Lessee to install any signage, stepovers and/or barricades as Lessee deems necessary to ensure Lessee's compliance with Laws.

10. TERMINATION. Lessee may, unless otherwise stated, immediately terminate this Agreement upon written notice to Lessor in the event that: (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) Lessee determines that such Government Approvals may not be obtained in a timely manner; (iv) Lessee determines in its sole discretion that the Premises is unsuitable at any time during the Agreement; (v) Lessee, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to Lessor, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason, in Lessee's sole discretion.

11. MAINTENANCE/RELOCATION. Lessee will maintain the Communications Equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. Lessor shall maintain, in good operating condition and repair, the structural elements of the building and the Premises, and all building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas.

12. INDEMNIFICATION. Subject to Paragraph 13 and the limitations of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, each Party and/or any successor and/or assignees

**Site Name:** _____
**(Spring Lake – Temp Facility – North Pavilion)**
**MDG Location ID:** _____

thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against all third party claims of liability or loss (including reasonable attorney's fees, expenses, and defense costs incurred by the indemnified Party) from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

13. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of $2,000,000.00 per occurrence for bodily injury and property damage and $4,000,000.00 general aggregate. Each Party shall be included as an additional insured as their interest may appear under this Agreement on the other Party's insurance policy. In addition, Lessee shall include as an additional insured the NJDEP, as its interest may appear under this Agreement, on Lessee's insurance policy required herein with the same protections as it affords the Lessee.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each Party agrees to waive subrogation against the other Party and to ensure said waiver is recognized by the insurance policies insuring the property.

14. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 12 and 24, a violation of Paragraph 27, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

15. INTERFERENCE.

a. Lessee agrees that Lessee will not cause interference that is measurable in accordance with industry standards to Lessor's equipment. Lessor agrees that Lessor and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing Communications Equipment of Lessee.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to Lessee at _____ or to Lessor at _____, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

d. The Parties shall comply with all applicable FCC regulations regarding radio frequency exposure with respect to the Premises. Within thirty (30) days of commencing operations at the Premises, Lessee shall, at its expense, provide Lessor with a radio frequency report certifying that its installation complies with the applicable FCC regulations. Within thirty (30) days of any modification by Lessee to its installation at the Premises, Lessee shall provide Lessor with a radio frequency report certifying that its modified installation complies with the applicable FCC regulations regarding radio frequency exposure.

16. REMOVAL/HOLDOVER.

a. Within 90 days of the expiration or earlier termination of the Agreement, Lessee shall remove the Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that the Communications Equipment shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

b. If the Parties are negotiating an amendment or new lease at the time of the expiration of the Term, Lessee may remain on the Premises until the amendment or new lease has been executed, provide Lessee shall pay rent at the then existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Communications Equipment is completed.

17. SUCCESSORS AND ASSIGNS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.

18. RIGHTS UPON SALE. Should Lessor, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder. In the event that Lessor completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of Lessor under this Agreement, then Lessor shall not be released from its obligations to Lessee under this Agreement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Agreement.

**Site Name:** _____
**(Spring Lake – Temp Facility – North Pavilion)**
**MDG Location ID:** _____

19. LESSOR'S TITLE. Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents, warrants and covenants during the Term that Lessor has full authority to enter into and execute this Agreement and that there are no mortgages, ground leases, liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect Lessee's Use. In addition, the Parties hereto represent, warrant and covenant that the Use herein is for the Lessee to install communications equipment at the Property and such use is a beneficial use. Such installation will enable Lessee to provide wireless service to the area, which is beneficial to the public (including the residents, businesses, and emergency service providers in the vicinity of the Property) who rely on wireless services for, *inter alia*, emergency 911 and other critical communications. In addition, the Parties acknowledge that Lessee's activities in the Premises are subject to the terms of the Agreement and the requirements of Section 7:36-25.14 of the New Jersey Administrative Code due to the location of the Premises on New Jersey parkland, including, without limitation, Sections (d) and (e) therein in that the use of the Premises under this Agreement will not interfere with the use of a developed recreation facility at the Property and will not have any adverse impact on the natural resources value of the Property.

20. ASSIGNMENT. Without any approval or consent of Lessor, this Agreement may be sold, assigned or transferred by Lessee to: (i) any entity in which Lessee directly or indirectly holds a majority or controlling equity or similar interest; (ii) any entity which directly or indirectly holds a majority or controlling equity or similar interest in Lessee; or (iii) any entity directly or indirectly under common control with Lessee. As to other parties, this Agreement may not be sold, assigned or transferred by Lessee without the written consent of the Lessor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of majority stock ownership, partnership interest or any other transaction resulting in a change in control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

21. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 15 or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that Lessee may have designated to Lessor by like notice, or that the Lessor may have designated to Lessee in the VLC Portal):

LESSOR: Borough of Spring Lake
423 Warren Avenue
Spring Lake, New Jersey 07762

LESSEE: **TO BE PROVIDED**

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. DEFAULT. It is a "**Default**" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the

failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) Lessor fails to comply with this Agreement and the failure interferes with Lessee's Use and Lessor does not remedy the failure within 5 days after written notice from Lessee or, if the failure cannot reasonably be remedied in such time, if Lessor does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 90 days after the initial written notice. If such cure will take longer than 30 days, Lessee shall have the option to locate temporary facilities on the Property in a location to be mutually agreed to by the parties and operate such temporary facilities until the cure is completed. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 15 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If Lessee undertakes any such performance on Lessor's behalf and Lessor does not pay Lessee the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, Lessee may offset the full undisputed amount due against all rents or fees due and owing to Lessor under this Agreement until the full undisputed amount is fully reimbursed to Lessee.

24. ENVIRONMENTAL. Lessee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("**EH&S Laws**"). Lessee shall indemnify and hold harmless the Lessor from claims to the extent resulting from Lessee's violation of any applicable EH&S Laws or to the extent that Lessee causes a release of any regulated substance to the environment. Lessor shall indemnify and hold harmless Lessee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of Lessee. The Parties recognize that Lessee is only leasing a small portion of the Property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee's specific activities and responsibilities. In the event that Lessee encounters any hazardous substances that do not result from its activities, Lessee may relocate its facilities to a mutually agreeable location to avoid such hazardous substances. Lessee may also, at its option (but without obligation to do so), remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, in which case Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs Lessee's Use, rent shall abate until repairs are made that are sufficient to restore Lessee's Use. If Lessee's Use is not restored within 45 days, and if the parties are not able to reach agreement on the siting of temporary facilities while additional repairs are made, Lessee may terminate this Agreement.

**Site Name:** _____
**(Spring Lake – Temp Facility – North Pavilion)**
**MDG Location ID:** _____

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs Lessee's Use, Lessee may terminate this Agreement. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the Communications Equipment, relocation costs and, specifically excluding loss of Lessee's leasehold interest, any other damages Lessee may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, Lessor shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (i) all Laws relating solely to Lessee's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises. It shall be Lessor's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable Lessee to obtain all necessary building permits).

28. TAXES. If Lessor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "**Tax**") from Lessee with respect to the transactions contemplated by this Agreement, then Lessor shall bill such Tax to Lessee in the manner and for the amount required by law, Lessee shall promptly pay such billed amount of Tax to Lessor, and Lessor shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Lessor shall not bill to or otherwise attempt to collect from Lessee any Tax with respect to which Lessee has provided Lessor with an exemption certificate or other reasonable basis for relieving Lessor of its responsibility to collect such Tax from Lessee. Except as provided in this Paragraph 28, Lessor shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of Lessor with respect to itself, its property, and the transactions contemplated by this Agreement. Lessee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Lessee with respect to itself, its property, and the transactions contemplated by this Agreement.

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between Lessor and Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of New Jersey. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. Lessee may provide a Memorandum of this Agreement to Lessor, the form and substance of which shall be acceptable to Lessor in its reasonable discretion. Lessor agrees to execute a Memorandum of this Agreement, which Lessee may record with the appropriate recording officer. This Agreement

**Site Name:** _____
**(Spring Lake – Temp Facility – North Pavilion)**
**MDG Location ID:** _____

may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR:**
BOROUGH OF SPRING LAKE

By: _____
Authorized Signatory
Name: _____
Title:_____
Date: _____

**LESSEE:**

By:_____
Name: _____
Title:_____
Date:_____

**EXHIBIT "A"**
**PROPERTY DESCRIPTION**

**EXHIBIT "B"**
**PREMISES DESCRIPTION**
**[MUST INCLUDE TO SCALE DRAWING DEPICTING THE LOCATION OF THE EQUIPMENT SPACE, ROOFTOP SPACE AND THE UTILITIES]**

**Site Name:** _____
**(Spring Lake – Temp Facility – South Pavilion)**
**MDG Location ID:** _____

# LEASE AGREEMENT

This Lease Agreement (the "**Agreement**") is made by and between Borough of Spring Lake ("**Lessor**"), with a mailing address of 423 Warren Avenue, Spring Lake, New Jersey 07762, and _____ ("**Lessee**"), with a mailing address of _____. Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. Lessor hereby leases Lessee space in and/or upon that certain building or facility owned, leased or controlled by Lessor located at 410 Ocean Avenue North and designated as Block 1, Lot 1 on the tax maps of the Borough of Spring Lake, New Jersey (the "**Property**"), to install, maintain, replace, add to and operate communications equipment ("**Use**"). The Property is legally described or otherwise known on the tax map as shown on Exhibit "A" attached hereto and made a part hereof. Lessee's communications equipment (the "Communications Equipment") will be installed on a portion of the Property consisting of approximately 250 square feet of floor space in the building ("**Equipment Space**"), together with certain space on the building rooftop and/or exterior for antennas and related improvements, including the stealth enclosures utilized to provide concealment from view("**Rooftop Space**"), and together with the space for the Connections, as hereinafter defined. The Equipment Space, Rooftop Space, and Connections are collectively referred to hereafter as the "**Premises**". The Premises are shown in detail on Exhibit "B" attached hereto and made a part hereof. The dimensions and the specific location of all Lessee's communications equipment, including wires, cables, conduits and pipes (collectively, the "Connections") running between and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar utility services located within the Property or the nearest public right of way will be shown on the construction drawings prior to the issuance of a constriction permit. All methods and facilities utilized to provide concealment from view are depicted on Exhibit B. In the event it is necessary, Lessor agrees to grant Lessee the right to install required facilities necessary to provide such utility services on, through, over and/or under the Property, provided the location of such utility services facilities shall be reasonably approved by Lessor.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 2 years beginning on the date that the Communications Equipment is fully operational (the "**Commencement Date**") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. In accordance with N.J.A.C. 7:36-25.14(b)(2)(i), upon a showing of good cause and obtaining the approval of the New Jersey Department of Environmental Protection ("NJDEP"), the initial term of this Agreement shall be extended for 1 additional 6-month term ("Extension Term"). Upon Lessee's request, Lessor shall seek such timely consent without any delay. If consent is not obtained and the Agreement cannot be extended for the Extension Term, Lessor shall provide Lessee as much advance written notice as possible. The Initial Term and any Extension Term shall be collectively referred to herein as the "**Term**".

**Site Name:** _____
**(Spring Lake – Temp Facility – South Pavilion)**
**MDG Location ID:** _____

4. RENT.

a. Rent payments shall begin on the Commencement Date and be due at a total annual rent of $120.00, to be paid in equal monthly installments of $10.00 on the first day of the month, in advance, to Lessor at 423 Warren Avenue, Spring Lake, New Jersey 07762 or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least 30 days in advance of any rent payment due date by notice given in accordance with Paragraph 22 below. Rent shall accrue starting on the Commencement Date; however, the initial rent payment will be delivered no later than 90 days after: (i) Lessee's receipt of the Rental Documents (as defined in Paragraph 4.b), or (ii) the written acknowledgement of the Commencement Date, whichever is later. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

b. For any party to whom rent payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully-executed state and local withholding forms if required; (iii) Lessee's payment direction form, and (iv) other documentation to verify Lessor's or such other party's right to receive rental as is reasonably requested by Lessee (collectively, the "**Rental Documents**"). If the Rental Documents are not provided by Lessor, or there is a change to the Lessor payee, rent shall accrue in accordance with this Agreement, but Lessee shall have no obligation to deliver rent payments to Lessor, or its designee or successor in interest, as applicable, until 30 days after Lessee receives the required Rental Documents. Thereafter, Lessee shall deliver the accrued rent payments in accordance with the Rental Documents.

5. ACCESS. Lessee shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of the Communications Equipment.

6. CONDITION OF PROPERTY.

a. Lessor shall deliver the Premises to Lessee in a condition ready for Lessee's Use and clean and free of debris.

b. Lessor understands and has full knowledge that the Rooftop Space is not designed, used or maintained for recreational or public use, may have unknown or foreign objects on it; and may be unsafe. Lessee and its agents recognize that use of the Rooftop Space is inherently dangerous. The dangers include without limitation, variations in surface, wind or weather elements, hidden objects, debris or rocks, the lack of any guard rails and handrails or an uneven walking surface. Lessee understands and agrees that Lessor has not taken any action to remove, improve, post a sign or warn Lessee in any fashion of a particular danger. Lessee has, as part of its activities pursuant to this Agreement, requested and has been granted Lessor's permission for access to the Rooftop Space, and Lessee assumes full responsibility for all risks involved in its use of the Rooftop Space, except to the extent caused by the Lessor's negligence or willful misconduct.

c. Security and Invitees: Lessor does not represent that the Rooftop Space or the Premises are safe from theft, injury or damage to Lessee or Lessee's property. Notwithstanding

any provision to the contrary, Lessor is not liable for any lack of security with respect to the Property or Premises or for any damages caused by any error or other action regarding the admission to or exclusion from the Property of any person. Lessee is solely responsible for the security of the Premises and its personal property on the Premises. Lessee shall make good faith efforts to monitor and control the conduct of its staff and agents while on the Premises.

7. IMPROVEMENTS. The Communications Equipment including, without limitation, antennas, conduits, and other improvements, and all concealment elements of the site, shall be at Lessee's expense and so long as consistent with all stealth and concealment requirements of this Agreement, installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, add to or otherwise modify the Communications Equipment including without limitation, antennas, conduits or other improvements or any portion thereof and the frequencies over which the Communications Equipment operates whether or not any of the Communications Equipment including without limitation, antennas, conduits or other improvements are listed on any exhibit; provided however, that no such change shall change the visibility of the initial installation or defeat the concealment elements of the communications equipment on the Premises. Lessee shall only be required to obtain Lessor's consent for modifications that increase the square footage of Lessee's Premises or adversely and materially impact the visibility of the communications equipment as described in this Section. Lessor shall respond in writing to any Lessee consent request within 30 days of receipt or Lessor's consent shall be deemed granted, provided, any increase to the Premises or adverse and material change to the visibility of the communications equipment shall be memorialized by the Parties in writing. Lessor is not entitled to a rent increase associated with any Lessee modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional square footage of space included in the Premises.

8. ELECTRICAL.

a. If permitted by the local utility company serving the Premises, Lessee shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Lessee at the Premises and Lessee shall pay the utility company directly.

b. If an electrical meter is not permitted, then Lessee may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Lessee at the Premises and shall pay the utility company directly if permitted by the utility company.

c. In the event a sub-meter is installed and the utility company will not permit Lessee to pay the utility company directly, then the Lessor shall read Lessee's sub-meter on a monthly basis and provide Lessee with an invoice for Lessee's power consumption on an annual basis. Each invoice shall reflect charges only for Lessee's power consumption based on the average kilowatt hour rate actually paid by Lessor to the utility, without markup or profit.

d. Lessor shall send all invoices for power consumption to Lessee at _____ and shall be provided to Lessee within 90 days following the conclusion of each calendar year (otherwise, Lessor waives the right to collect applicable electrical charges). Upon written request from Lessee, Lessor shall provide copies of electricity bills received by Lessor during any period that Lessor submits invoices to Lessee for reimbursement and for that same period Lessor shall provide documentation of the

sub-meter readings applicable to such periods. Lessee shall pay each invoice within 45 calendar days after receipt of the invoice from Lessor.

e. Lessee shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

9. GOVERNMENT APPROVALS. Lessee's Use is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "**Government Approvals**") that may be required by any Federal, State or Local authorities (collectively, the "**Government Entities**") as well as a satisfactory structural analysis of the building or other structure that will permit Lessee's Use. Lessor shall cooperate with Lessee in its effort to obtain and maintain such approvals. Notwithstanding anything stated in this Agreement, the Parties acknowledge that the only local approval that Lessee shall be required to obtain shall be a building permit from the Borough of Spring Lake. Notwithstanding anything contained herein to the contrary, Lessor hereby agrees to allow Lessee to install any signage, stepovers and/or barricades as Lessee deems necessary to ensure Lessee's compliance with Laws.

10. TERMINATION. Lessee may, unless otherwise stated, immediately terminate this Agreement upon written notice to Lessor in the event that: (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) Lessee determines that such Government Approvals may not be obtained in a timely manner; (iv) Lessee determines in its sole discretion that the Premises is unsuitable at any time during the Agreement; (v) Lessee, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to Lessor, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason, in Lessee's sole discretion.

11. MAINTENANCE/RELOCATION. Lessee will maintain the Communications Equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. Lessor shall maintain, in good operating condition and repair, the structural elements of the building and the Premises, and all building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas.

12. INDEMNIFICATION. Subject to Paragraph 13 and the limitations of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against all third party claims of liability or loss (including reasonable attorney's fees, expenses, and defense costs incurred by the indemnified Party) from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or

its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

13. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of $2,000,000.00 per occurrence for bodily injury and property damage and $4,000,000.00 general aggregate. Each Party shall be included as an additional insured as their interest may appear under this Agreement on the other Party's insurance policy. In addition, Lessee shall include as an additional insured the NJDEP, as its interest may appear under this Agreement, on Lessee's insurance policy required herein with the same protections as it affords the Lessee.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each Party agrees to waive subrogation against the other Party and to ensure said waiver is recognized by the insurance policies insuring the property.

14. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 12 and 24, a violation of Paragraph 27, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

15. INTERFERENCE.

a. Lessee agrees that Lessee will not cause interference that is measurable in accordance with industry standards to Lessor's equipment. Lessor agrees that Lessor and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing Communications Equipment of Lessee.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to Lessee at _____ or to Lessor at _____, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

d. The Parties shall comply with all applicable FCC regulations regarding radio frequency exposure with respect to the Premises. Within thirty (30) days of commencing operations at the Premises, Lessee shall, at its expense, provide Lessor with a radio frequency report certifying that its installation complies with the applicable FCC regulations. Within thirty (30) days of any modification by Lessee to its installation at the Premises, Lessee shall provide Lessor with a radio frequency report certifying that its modified installation complies with the applicable FCC regulations regarding radio frequency exposure.

16. REMOVAL/HOLDOVER.

a. Within 90 days of the expiration or earlier termination of the Agreement, Lessee shall remove the Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that the Communications Equipment shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

b. If the Parties are negotiating an amendment or new lease at the time of the expiration of the Term, Lessee may remain on the Premises until the amendment or new lease has been executed, provide Lessee shall pay rent at the then existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Communications Equipment is completed.

17. SUCCESSORS AND ASSIGNS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.

18. RIGHTS UPON SALE. Should Lessor, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder. In the event that Lessor completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of Lessor under this Agreement, then Lessor shall not be released from its obligations to Lessee under this Agreement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Agreement.

19. LESSOR'S TITLE. Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents, warrants and covenants during the Term that Lessor has full authority to enter into and execute this Agreement and that there are no mortgages, ground leases, liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect Lessee's Use. In addition, the Parties hereto represent, warrant and covenant that the Use

herein is for the Lessee to install communications equipment at the Property and such use is a beneficial use. Such installation will enable Lessee to provide wireless service to the area, which is beneficial to the public (including the residents, businesses, and emergency service providers in the vicinity of the Property) who rely on wireless services for, *inter alia*, emergency 911 and other critical communications. In addition, the Parties acknowledge that Lessee's activities in the Premises are subject to the terms of the Agreement and the requirements of Section 7:36-25.14 of the New Jersey Administrative Code due to the location of the Premises on New Jersey parkland, including, without limitation, Sections (d) and (e) therein in that the use of the Premises under this Agreement will not interfere with the use of a developed recreation facility at the Property and will not have any adverse impact on the natural resources value of the Property.

20. ASSIGNMENT. Without any approval or consent of Lessor, this Agreement may be sold, assigned or transferred by Lessee to: (i) any entity in which Lessee directly or indirectly holds a majority or controlling equity or similar interest; (ii) any entity which directly or indirectly holds a majority or controlling equity or similar interest in Lessee; or (iii) any entity directly or indirectly under common control with Lessee. As to other parties, this Agreement may not be sold, assigned or transferred by Lessee without the written consent of the Lessor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of majority stock ownership, partnership interest or any other transaction resulting in a change in control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

21. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 15 or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that Lessee may have designated to Lessor by like notice, or that the Lessor may have designated to Lessee in the VLC Portal):

LESSOR: Borough of Spring Lake
423 Warren Avenue
Spring Lake, New Jersey 07762

LESSEE: **TO BE PROVIDED**

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. DEFAULT. It is a "**Default**" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) Lessor fails to comply with this Agreement and the failure interferes with Lessee's Use and Lessor does not remedy the failure within 5 days after written notice from Lessee or, if the failure cannot reasonably be remedied in such time, if Lessor does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion

within 90 days after the initial written notice. If such cure will take longer than 30 days, Lessee shall have the option to locate temporary facilities on the Property in a location to be mutually agreed to by the parties and operate such temporary facilities until the cure is completed. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 15 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If Lessee undertakes any such performance on Lessor's behalf and Lessor does not pay Lessee the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, Lessee may offset the full undisputed amount due against all rents or fees due and owing to Lessor under this Agreement until the full undisputed amount is fully reimbursed to Lessee.

24. ENVIRONMENTAL. Lessee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("**EH&S Laws**"). Lessee shall indemnify and hold harmless the Lessor from claims to the extent resulting from Lessee's violation of any applicable EH&S Laws or to the extent that Lessee causes a release of any regulated substance to the environment. Lessor shall indemnify and hold harmless Lessee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of Lessee. The Parties recognize that Lessee is only leasing a small portion of the Property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee's specific activities and responsibilities. In the event that Lessee encounters any hazardous substances that do not result from its activities, Lessee may relocate its facilities to a mutually agreeable location to avoid such hazardous substances. Lessee may also, at its option (but without obligation to do so), remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, in which case Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs Lessee's Use, rent shall abate until repairs are made that are sufficient to restore Lessee's Use. If Lessee's Use is not restored within 45 days, and if the parties are not able to reach agreement on the siting of temporary facilities while additional repairs are made, Lessee may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs Lessee's Use, Lessee may terminate this Agreement. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the Communications Equipment, relocation costs and, specifically excluding loss of Lessee's leasehold interest, any other damages Lessee may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, Lessor shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (i) all Laws relating solely to Lessee's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises. It shall be Lessor's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable Lessee to obtain all necessary building permits).

28. TAXES. If Lessor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "**Tax**") from Lessee with respect to the transactions contemplated by this Agreement, then Lessor shall bill such Tax to Lessee in the manner and for the amount required by law, Lessee shall promptly pay such billed amount of Tax to Lessor, and Lessor shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Lessor shall not bill to or otherwise attempt to collect from Lessee any Tax with respect to which Lessee has provided Lessor with an exemption certificate or other reasonable basis for relieving Lessor of its responsibility to collect such Tax from Lessee. Except as provided in this Paragraph 28, Lessor shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of Lessor with respect to itself, its property, and the transactions contemplated by this Agreement. Lessee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Lessee with respect to itself, its property, and the transactions contemplated by this Agreement.

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between Lessor and Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of New Jersey. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. Lessee may provide a Memorandum of this Agreement to Lessor, the form and substance of which shall be acceptable to Lessor in its reasonable discretion. Lessor agrees to execute a Memorandum of this Agreement, which Lessee may record with the appropriate recording officer. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR:**
BOROUGH OF SPRING LAKE

**Site Name:** _____
**(Spring Lake – Temp Facility – South Pavilion)**
**MDG Location ID:** _____

By: _____
Authorized Signatory
Name: _____
Title:_____
Date: _____

**LESSEE:**

By:_____
Name: _____
Title:_____
Date:_____

**EXHIBIT "A"**
**PROPERTY DESCRIPTION**

**EXHIBIT "B"**
**PREMISES DESCRIPTION**
**[MUST INCLUDE TO SCALE DRAWING DEPICTING THE LOCATION OF THE EQUIPMENT SPACE, ROOFTOP SPACE AND THE UTILITIES]**

**EXHIBIT 4**

**PERMANENT FACILITIES LEASES**

**Site Name:** _____
**(Spring Lake – Permanent Facility – North Pavilion)**
**MDG Location ID:** _____

# LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made by and between Borough of Spring Lake ("**Lessor**"), with a mailing address of 423 Warren Avenue, Spring Lake, New Jersey 07762, and _____ ("**Lessee**"), with a mailing address of _____. Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "**Party**."

WITNESSETH

WHEREAS, Lessor and Lessee are parties to that certain lease agreement dated _____, 2026 ("Temporary Facility Agreement") for Lessee's installation of a temporary communications facility at the Property (as hereinafter defined);

WHEREAS, Lessor and Lessee have agreed to enter into this Agreement to provide for a long-term agreement for the installation of a permanent communications facility at the Property pursuant to the terms herein.

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. Lessor hereby leases Lessee space in and/or upon that certain building or facility owned, leased or controlled by Lessor located at Ocean Avenue North and Ludlow Avenue (Boardwalk) and designated as Block 1, Lot 1 on the tax maps of the Borough of Spring Lake, New Jersey (the "**Property**"), to install, maintain, replace, add to and operate communications equipment ("**Use**"). The Property is legally described or otherwise known on the tax map as shown on Exhibit "A" attached hereto and made a part hereof. Lessee's communications equipment (the "Communications Equipment") will be installed on a portion of the Property consisting of approximately 250 square feet of floor space on the building rooftop ("**Equipment Space**"), together with certain additional space on the building rooftop and/or exterior for antennas and related improvements, including the stealth enclosures utilized to provide concealment from view ("Rooftop Space"), and together with the space for the Connections, as hereinafter defined. . The Equipment Space, Rooftop Space, and Connections are collectively referred to hereafter as the "**Premises**". The Premises are shown in detail on Exhibit "B" attached hereto and made a part hereof. The dimensions and the specific location of all Lessee's communications equipment, including wires, cables, conduits and pipes (collectively, the "Connections") running between and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar utility services located within the Property or the nearest public right of way will be shown on the construction drawings prior to the issuance of a constriction permit. All methods and facilities utilized to provide concealment from view are depicted on Exhibit B. In the event it is necessary, Lessor agrees to grant Lessee the right to install required facilities necessary to provide such utility services on, through, over and/or under the Property, provided the location of such utility services facilities shall be reasonably approved by Lessor.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 5 years beginning on the date that the Temporary Facility Agreement expires (the "**Commencement Date**") and will be acknowledged by the Parties in writing, including electronic mail.

**Site Name:** _____
**(Spring Lake – Permanent Facility – North Pavilion)**
**MDG Location ID:** _____

3. EXTENSIONS. The initial term of this Agreement shall automatically be extended for 5 additional 5-year terms unless Lessee gives Lessor written notice of its intent to terminate at least 3 months prior to the end of the initial term or then current extension term, as applicable. The initial term and any extension terms shall be collectively referred to herein as the "**Term**".

4. RENT AND ADDITIONAL CONSIDERATION.

a. Rent payments shall begin on the Commencement Date and be due at a total annual rent of $30,000.00 for the first year and the annual rental for: (1) the subsequent years of the Initial Term shall be equal to 101.75% of the annual rental payable during the immediately preceding year; (2) each year of the first and second extension terms shall be equal to 102.5% of the annual rental payable during the immediately preceding year; and (3) each year of all remaining extension terms shall be equal to 103% of the annual rental payable during the immediately preceding year. All rent shall be paid in equal monthly installments on the first day of the month, in advance, to Lessor at 423 Warren Avenue, Spring Lake, New Jersey 07762 or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least 30 days in advance of any rent payment due date by notice given in accordance with Paragraph 22 below. Rent shall accrue starting on the Commencement Date; however, the initial rent payment will be delivered no later than 90 days after: (i) Lessee's receipt of the Rental Documents (as defined in Paragraph 4.b), or (ii) the written acknowledgement of the Commencement Date, whichever is later. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

b. For any party to whom rent payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully-executed state and local withholding forms as may be required by law; (iii) Lessee's payment direction form, and (iv) other documentation to verify Lessor's or such other party's right to receive rental as is reasonably requested by Lessee (collectively, the "**Rental Documents**"). If the Rental Documents are not provided by Lessor, or there is a change to the Lessor payee, rent shall accrue in accordance with this Agreement, but Lessee shall have no obligation to deliver rent payments to Lessor, or its designee or successor in interest, as applicable, until 30 days after Lessee receives the required Rental Documents. Thereafter, Lessee shall deliver the accrued rent payments in accordance with the Rental Documents.

5. ACCESS. Lessee shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of the Communications Equipment.

6. CONDITION OF PROPERTY.

a. Lessor shall deliver the Premises to Lessee in a condition ready for Lessee's Use and clean and free of debris.

b. Lessor understands and has full knowledge that the Rooftop Space is not designed, used or maintained for recreational or public use, may have unknown or foreign objects on it; and may be unsafe. Lessee and its agents recognize that use of the Rooftop Space is inherently dangerous. The dangers include without limitation, variations in surface, wind or

weather elements, hidden objects, debris or rocks, the lack of any guard rails and handrails or an uneven walking surface. Lessee understands and agrees that Lessor has not taken any action to remove, improve, post a sign or warn Lessee in any fashion of a particular danger. Lessee has, as part of its activities pursuant to this Agreement, requested and has been granted Lessor's permission for access to the Rooftop Space, and Lessee assumes full responsibility for all risks involved in its use of the Rooftop Space, except to the extent caused by the Lessor's negligence or willful misconduct.

c. Security and Invitees: Lessor does not represent that the Rooftop Space or the Premises are safe from theft, injury or damage to Lessee or Lessee's property. Notwithstanding any provision to the contrary, Lessor is not liable for any lack of security with respect to the Property or Premises or for any damages caused by any error or other action regarding the admission to or exclusion from the Property of any person except to the extent caused by the Lessor's negligence or willful misconduct. Lessee is solely responsible for the security of the Premises and its personal property on the Premises except to the extent caused by the Lessor's negligence or willful misconduct. Lessee shall make good faith efforts to monitor and control the conduct of its staff and agents while on the Premises.

7. IMPROVEMENTS. The Communications Equipment including, without limitation, antennas, conduits, and other improvements, and all concealment elements of the site, shall be at Lessee's expense and so long as consistent with all stealth and concealment requirements of this Agreement, installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, add to or otherwise modify the Communications Equipment including without limitation, antennas, conduits or other improvements or any portion thereof and the frequencies over which the Communications Equipment operates whether or not any of the Communications Equipment including without limitation, antennas, conduits or other improvements are listed on any exhibit; provided however, that no such change shall change the visibility of the initial installation or defeat the concealment elements of the communications equipment on the Premises. Lessee shall only be required to obtain Lessor's consent for modifications that increase the square footage of Lessee's Premises or adversely and materially impact the visibility of the communications equipment as described in this Section. Lessor shall respond in writing to any Lessee consent request within 30 days of receipt or Lessor's consent shall be deemed granted, provided, any increase to the Premises or adverse and material change to the visibility of the communications equipment shall be memorialized by the Parties in writing. Lessor is not entitled to a rent increase associated with any Lessee modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional square footage of space included in the Premises.

8. ELECTRICAL.

a. If permitted by the local utility company serving the Premises, Lessee shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Lessee at the Premises and Lessee shall pay the utility company directly.

b. If an electrical meter is not permitted, then Lessee may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Lessee at the Premises and shall pay the utility company directly if permitted by the utility company.

c. In the event a sub-meter is installed and the utility company will not permit Lessee to pay the utility company directly, then the Lessor shall read Lessee's sub-meter on a monthly basis

and provide Lessee with an invoice for Lessee's power consumption on an annual basis. Each invoice shall reflect charges only for Lessee's power consumption based on the average kilowatt hour rate actually paid by Lessor to the utility, without markup or profit.

d. Lessor shall send all invoices for power consumption to Lessee at _____ and shall be provided to Lessee within 90 days following the conclusion of each calendar year (otherwise, Lessor waives the right to collect applicable electrical charges). Upon written request from Lessee, Lessor shall provide copies of electricity bills received by Lessor during any period that Lessor submits invoices to Lessee for reimbursement and for that same period Lessor shall provide documentation of the sub-meter readings applicable to such periods. Lessee shall pay each invoice within 45 calendar days after receipt of the invoice from Lessor.

e. Lessee shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

9. GOVERNMENT APPROVALS. Lessee's Use is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "**Government Approvals**") that may be required by any Federal, State or Local authorities (collectively, the "**Government Entities**") as well as a satisfactory structural analysis of the building or other structure that will permit Lessee's Use. Lessor shall cooperate with Lessee in its effort to obtain and maintain such approvals. Notwithstanding anything stated in this Agreement, the Parties acknowledge that the only local approval that Lessee shall be required to obtain shall be a building permit from the Borough of Spring Lake. Notwithstanding anything contained herein to the contrary, Lessor hereby agrees to allow Lessee to install any signage, stepovers and/or barricades as Lessee deems necessary to ensure Lessee's compliance with Laws.

10. TERMINATION. Lessee may, unless otherwise stated, immediately terminate this Agreement upon written notice to Lessor in the event that: (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) Lessee determines that such Government Approvals may not be obtained in a timely manner; (iv) Lessee determines in its sole discretion that the Premises is unsuitable at any time during the Agreement; (v) Lessee, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to Lessor, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason, in Lessee's sole discretion.

11. MAINTENANCE/RELOCATION. Lessee will maintain the Communications Equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. Lessor shall maintain, in good operating condition and repair, the structural elements of the building and the Premises, and all building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas.

**Site Name:** _____
**(Spring Lake – Permanent Facility – North Pavilion)**
**MDG Location ID:** _____

12. INDEMNIFICATION. Subject to Paragraph 13 and the limitations of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against all third party claims of liability or loss (including reasonable attorney's fees, expenses, and defense costs incurred by the indemnified Party) from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

13. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of $2,000,000.00 per occurrence for bodily injury and property damage and $4,000,000.00 general aggregate. Each Party shall be included as an additional insured as their interest may appear under this Agreement on the other Party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each Party agrees to waive subrogation against the other Party and to ensure said waiver is recognized by the insurance policies insuring the property.

14. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 12 and 24, a violation of Paragraph 27, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

15. INTERFERENCE.

a. Lessee agrees that Lessee will not cause interference that is measurable in accordance with industry standards to Lessor's equipment. Lessor agrees that Lessor and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing Communications Equipment of Lessee.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to Lessee at _____ or to Lessor at _____, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

d. The Parties shall comply with all applicable FCC regulations regarding radio frequency exposure with respect to the Premises. Within thirty (30) days of commencing operations at the Premises, Lessee shall, at its expense, provide Lessor with a radio frequency report certifying that its installation complies with the applicable FCC regulations. Within thirty (30) days of any modification by Lessee to its installation at the Premises, Lessee shall provide Lessor with a radio frequency report certifying that its modified installation complies with the applicable FCC regulations regarding radio frequency exposure.

16. REMOVAL/HOLDOVER.

a. Within 90 days of the expiration or earlier termination of the Agreement, Lessee shall remove the Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that the Communications Equipment shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

b. If the Parties are negotiating an amendment or new lease at the time of the expiration of the Term, Lessee may remain on the Premises until the amendment or new lease has been executed, provide Lessee shall pay rent at the then existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Communications Equipment is completed.

17. SUCCESSORS AND ASSIGNS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.

18. RIGHTS UPON SALE. Should Lessor, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder. In the event that Lessor completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of Lessor under this Agreement, then Lessor shall not be released from its obligations to Lessee under this Agreement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Agreement.

**Site Name:** _____
**(Spring Lake – Permanent Facility – North Pavilion)**
**MDG Location ID:** _____

19. LESSOR'S TITLE. Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents, warrants and covenants during the Term that Lessor has full authority to enter into and execute this Agreement and that there are no mortgages, ground leases, liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect Lessee's Use. In addition, the Parties hereto represent, warrant and covenant that the Use herein is for the Lessee to install communications equipment at the Property and such use is a beneficial use. Such installation will enable Lessee to provide wireless service to the area, which is beneficial to the public (including the residents, businesses, and emergency service providers in the vicinity of the Property) who rely on wireless services for, *inter alia*, emergency 911 and other critical communications.

20. ASSIGNMENT. Without any approval or consent of Lessor, this Agreement may be sold, assigned or transferred by Lessee to: (i) any entity in which Lessee directly or indirectly holds a majority or controlling equity or similar interest; (ii) any entity which directly or indirectly holds a majority or controlling equity or similar interest in Lessee; or (iii) any entity directly or indirectly under common control with Lessee. As to other parties, this Agreement may not be sold, assigned or transferred by Lessee without the written consent of the Lessor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of majority stock ownership, partnership interest or any other transaction resulting in a change in control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

21. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 15 or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that Lessee may have designated to Lessor by like notice, or that the Lessor may have designated to Lessee in the VLC Portal):

LESSOR: Borough of Spring Lake
423 Warren Avenue
Spring Lake, New Jersey 07762

LESSEE: **TO BE PROVIDED**

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. DEFAULT. It is a "**Default**" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) Lessor fails to comply with this Agreement and the failure interferes with Lessee's Use and Lessor does not remedy the failure within 5 days after written notice from Lessee or, if the failure cannot reasonably be remedied in such time, if Lessor does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 90 days after the initial written notice. If such cure will take longer than 30 days, Lessee

shall have the option to locate temporary facilities on the Property in a location to be mutually agreed to by the parties and operate such temporary facilities until the cure is completed. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 15 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If Lessee undertakes any such performance on Lessor's behalf and Lessor does not pay Lessee the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, Lessee may offset the full undisputed amount due against all rents or fees due and owing to Lessor under this Agreement until the full undisputed amount is fully reimbursed to Lessee.

24. ENVIRONMENTAL. Lessee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("**EH&S Laws**"). Lessee shall indemnify and hold harmless the Lessor from claims to the extent resulting from Lessee's violation of any applicable EH&S Laws or to the extent that Lessee causes a release of any regulated substance to the environment. Lessor shall indemnify and hold harmless Lessee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of Lessee. The Parties recognize that Lessee is only leasing a small portion of the Property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee's specific activities and responsibilities. In the event that Lessee encounters any hazardous substances that do not result from its activities, Lessee may relocate its facilities to a mutually agreeable location to avoid such hazardous substances. Lessee may also, at its option (but without obligation to do so), remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, in which case Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs Lessee's Use, rent shall abate until repairs are made that are sufficient to restore Lessee's Use. If Lessee's Use is not restored within 45 days, and if the parties are not able to reach agreement on the siting of temporary facilities while such additional repairs are made, Lessee may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs Lessee's Use, Lessee may terminate this Agreement. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the Communications Equipment, relocation costs and, specifically excluding loss of Lessee's leasehold interest, any other damages Lessee may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, Lessor shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives,

covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (i) all Laws relating solely to Lessee's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises. It shall be Lessor's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable Lessee to obtain all necessary building permits).

28. TAXES. If Lessor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "**Tax**") from Lessee with respect to the transactions contemplated by this Agreement, then Lessor shall bill such Tax to Lessee in the manner and for the amount required by law, Lessee shall promptly pay such billed amount of Tax to Lessor, and Lessor shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Lessor shall not bill to or otherwise attempt to collect from Lessee any Tax with respect to which Lessee has provided Lessor with an exemption certificate or other reasonable basis for relieving Lessor of its responsibility to collect such Tax from Lessee. Except as provided in this Paragraph 28, Lessor shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of Lessor with respect to itself, its property, and the transactions contemplated by this Agreement. Lessee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Lessee with respect to itself, its property, and the transactions contemplated by this Agreement.

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between Lessor and Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state of New Jersey. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. Lessee may provide a Memorandum of this Agreement to Lessor, the form and substance of which shall be acceptable to Lessor in its reasonable discretion. Lessor agrees to execute such a Memorandum of this Agreement, which Lessee may record with the appropriate recording officer. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR:**
BOROUGH OF SPRING LAKE

By: _____

**Site Name:** _____
**(Spring Lake – Permanent Facility – North Pavilion)**
**MDG Location ID:** _____

Authorized Signatory
Name: _____
Title:_____
Date: _____

**LESSEE:**

By:_____
Name: _____
Title:_____
Date:_____

**EXHIBIT "A"**
**PROPERTY DESCRIPTION**

**EXHIBIT "B"**
**PREMISES DESCRIPTION**
**[MUST INCLUDE TO SCALE DRAWING DEPICTING THE LOCATION OF THE EQUIPMENT SPACE, ROOFTOP SPACE AND THE UTILITIES]**

**Site Name:** _____
**(Spring Lake – Permanent Facility – South Pavilion)**
**MDG Location ID:** _____

# LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made by and between Borough of Spring Lake ("**Lessor**"), with a mailing address of 423 Warren Avenue, Spring Lake, New Jersey 07762, and _____ ("**Lessee**"), with a mailing address of _____. Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "**Party**."

WITNESSETH

WHEREAS, Lessor and Lessee are parties to that certain lease agreement dated _____, 2026 ("Temporary Facility Agreement") for Lessee's installation of a temporary communications facility at the Property (as hereinafter defined);

WHEREAS, Lessor and Lessee have agreed to enter into this Agreement to provide for a long-term agreement for the installation of a permanent communications facility at the Property pursuant to the terms herein.

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. Lessor hereby leases Lessee space in and/or upon that certain building or facility owned, leased or controlled by Lessor located at 410 Ocean Avenue North and designated as Block 1, Lot 1 on the tax maps of the Borough of Spring Lake, New Jersey (the "**Property**"), to install, maintain, replace, add to and operate communications equipment ("**Use**"). The Property is legally described or otherwise known on the tax map as shown on Exhibit "A" attached hereto and made a part hereof. Lessee's communications equipment (the "Communications Equipment") will be installed on a portion of the Property consisting of approximately 250 square feet of floor space in the building ("**Equipment Space**"), together with certain additional space on the building rooftop and/or exterior for antennas and related improvements, including the stealth enclosures utilized to provide concealment from view ("Rooftop Space"), and together with the space for the Connections, as hereinafter defined. . The Equipment Space, Rooftop Space, and Connections are collectively referred to hereafter as the "**Premises**". The Premises are shown in detail on Exhibit "B" attached hereto and made a part hereof. The dimensions and the specific location of all Lessee's communications equipment, including wires, cables, conduits and pipes (collectively, the "Connections") running between and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar utility services located within the Property or the nearest public right of way will be shown on the construction drawings prior to the issuance of a constriction permit. All methods and facilities utilized to provide concealment from view are depicted on Exhibit B. In the event it is necessary, Lessor agrees to grant Lessee the right to install required facilities necessary to provide such utility services on, through, over and/or under the Property, provided the location of such utility services facilities shall be reasonably approved by Lessor.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 5 years beginning on the date that the Temporary Facility Agreement expires (the "**Commencement Date**") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The initial term of this Agreement shall automatically be extended for 5 additional 5-year terms unless Lessee gives Lessor written notice of its intent to terminate at least 3 months prior to the end of the initial term or then current extension term, as applicable. The initial term and any extension terms shall be collectively referred to herein as the "**Term**".

4. RENT AND ADDITIONAL CONSIDERATION.

a. Rent payments shall begin on the Commencement Date and be due at a total annual rent of $30,000.00 for the first year and the annual rental for: (1) the subsequent years of the Initial Term shall be equal to 101.75% of the annual rental payable during the immediately preceding year; (2) each year of the first and second extension terms shall be equal to 102.5% of the annual rental payable during the immediately preceding year; and (3) each year of all remaining extension terms shall be equal to 103% of the annual rental payable during the immediately preceding year. All rent shall be paid in equal monthly installments on the first day of the month, in advance, to Lessor at 423 Warren Avenue, Spring Lake, New Jersey 07762 or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least 30 days in advance of any rent payment due date by notice given in accordance with Paragraph 22 below. Rent shall accrue starting on the Commencement Date; however, the initial rent payment will be delivered no later than 90 days after: (i) Lessee's receipt of the Rental Documents (as defined in Paragraph 4.b), or (ii) the written acknowledgement of the Commencement Date, whichever is later. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

b. For any party to whom rent payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully-executed state and local withholding forms as may be required by law; (iii) Lessee's payment direction form, and (iv) other documentation to verify Lessor's or such other party's right to receive rental as is reasonably requested by Lessee (collectively, the "**Rental Documents**"). If the Rental Documents are not provided by Lessor, or there is a change to the Lessor payee, rent shall accrue in accordance with this Agreement, but Lessee shall have no obligation to deliver rent payments to Lessor, or its designee or successor in interest, as applicable, until 30 days after Lessee receives the required Rental Documents. Thereafter, Lessee shall deliver the accrued rent payments in accordance with the Rental Documents.

5. ACCESS. Lessee shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of the Communications Equipment.

6. CONDITION OF PROPERTY.

a. Lessor shall deliver the Premises to Lessee in a condition ready for Lessee's Use and clean and free of debris.

b. Lessor understands and has full knowledge that the Rooftop Space is not designed, used or maintained for recreational or public use, may have unknown or foreign objects on it; and may be unsafe. Lessee and its agents recognize that use of the Rooftop Space is inherently dangerous. The dangers include without limitation, variations in surface, wind or weather elements, hidden objects, debris or rocks, the lack of any guard rails and handrails or an

uneven walking surface. Lessee understands and agrees that Lessor has not taken any action to remove, improve, post a sign or warn Lessee in any fashion of a particular danger. Lessee has, as part of its activities pursuant to this Agreement, requested and has been granted Lessor's permission for access to the Rooftop Space, and Lessee assumes full responsibility for all risks involved in its use of the Rooftop Space, except to the extent caused by the Lessor's negligence or willful misconduct.

c. Security and Invitees: Lessor does not represent that the Rooftop Space or the Premises are safe from theft, injury or damage to Lessee or Lessee's property. Notwithstanding any provision to the contrary, Lessor is not liable for any lack of security with respect to the Property or Premises or for any damages caused by any error or other action regarding the admission to or exclusion from the Property of any person except to the extent caused by the Lessor's negligence or willful misconduct. Lessee is solely responsible for the security of the Premises and its personal property on the Premises except to the extent caused by the Lessor's negligence or willful misconduct. Lessee shall make good faith efforts to monitor and control the conduct of its staff and agents while on the Premises.

7. IMPROVEMENTS. The Communications Equipment including, without limitation, antennas, conduits, and other improvements, and all concealment elements of the site, shall be at Lessee's expense and so long as consistent with all stealth and concealment requirements of this Agreement, installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, add to or otherwise modify the Communications Equipment including without limitation, antennas, conduits or other improvements or any portion thereof and the frequencies over which the Communications Equipment operates whether or not any of the Communications Equipment including without limitation, antennas, conduits or other improvements are listed on any exhibit; provided however, that no such change shall change the visibility of the initial installation or defeat the concealment elements of the communications equipment on the Premises. Lessee shall only be required to obtain Lessor's consent for modifications that increase the square footage of Lessee's Premises or adversely and materially impact the visibility of the communications equipment as described in this Section. Lessor shall respond in writing to any Lessee consent request within 30 days of receipt or Lessor's consent shall be deemed granted, provided, any increase to the Premises or adverse and material change to the visibility of the communications equipment shall be memorialized by the Parties in writing. Lessor is not entitled to a rent increase associated with any Lessee modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional square footage of space included in the Premises.

8. ELECTRICAL.

a. If permitted by the local utility company serving the Premises, Lessee shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Lessee at the Premises and Lessee shall pay the utility company directly.

b. If an electrical meter is not permitted, then Lessee may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Lessee at the Premises and shall pay the utility company directly if permitted by the utility company.

c. In the event a sub-meter is installed and the utility company will not permit Lessee to pay the utility company directly, then the Lessor shall read Lessee's sub-meter on a monthly basis and provide Lessee with an invoice for Lessee's power consumption on an annual basis. Each

invoice shall reflect charges only for Lessee's power consumption based on the average kilowatt hour rate actually paid by Lessor to the utility, without markup or profit.

d. Lessor shall send all invoices for power consumption to Lessee at _____ and shall be provided to Lessee within 90 days following the conclusion of each calendar year (otherwise, Lessor waives the right to collect applicable electrical charges). Upon written request from Lessee, Lessor shall provide copies of electricity bills received by Lessor during any period that Lessor submits invoices to Lessee for reimbursement and for that same period Lessor shall provide documentation of the sub-meter readings applicable to such periods. Lessee shall pay each invoice within 45 calendar days after receipt of the invoice from Lessor.

e. Lessee shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

9. GOVERNMENT APPROVALS. Lessee's Use is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "**Government Approvals**") that may be required by any Federal, State or Local authorities (collectively, the "**Government Entities**") as well as a satisfactory structural analysis of the building or other structure that will permit Lessee's Use. Lessor shall cooperate with Lessee in its effort to obtain and maintain such approvals. Notwithstanding anything stated in this Agreement, the Parties acknowledge that the only local approval that Lessee shall be required to obtain shall be a building permit from the Borough of Spring Lake. Notwithstanding anything contained herein to the contrary, Lessor hereby agrees to allow Lessee to install any signage, stepovers and/or barricades as Lessee deems necessary to ensure Lessee's compliance with Laws.

10. TERMINATION. Lessee may, unless otherwise stated, immediately terminate this Agreement upon written notice to Lessor in the event that: (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) Lessee determines that such Government Approvals may not be obtained in a timely manner; (iv) Lessee determines in its sole discretion that the Premises is unsuitable at any time during the Agreement; (v) Lessee, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to Lessor, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason, in Lessee's sole discretion.

11. MAINTENANCE/RELOCATION. Lessee will maintain the Communications Equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. Lessor shall maintain, in good operating condition and repair, the structural elements of the building and the Premises, and all building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas.

**Site Name:** _____
**(Spring Lake – Permanent Facility – South Pavilion)**
**MDG Location ID:** _____

12. INDEMNIFICATION. Subject to Paragraph 13 and the limitations of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against all third party claims of liability or loss (including reasonable attorney's fees, expenses, and defense costs incurred by the indemnified Party) from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

13. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of $2,000,000.00 per occurrence for bodily injury and property damage and $4,000,000.00 general aggregate. Each Party shall be included as an additional insured as their interest may appear under this Agreement on the other Party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each Party agrees to waive subrogation against the other Party and to ensure said waiver is recognized by the insurance policies insuring the property.

14. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 12 and 24, a violation of Paragraph 27, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

15. INTERFERENCE.

a. Lessee agrees that Lessee will not cause interference that is measurable in accordance with industry standards to Lessor's equipment. Lessor agrees that Lessor and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing Communications Equipment of Lessee.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to Lessee at _____ or to Lessor at _____, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

d. The Parties shall comply with all applicable FCC regulations regarding radio frequency exposure with respect to the Premises. Within thirty (30) days of commencing operations at the Premises, Lessee shall, at its expense, provide Lessor with a radio frequency report certifying that its installation complies with the applicable FCC regulations. Within thirty (30) days of any modification by Lessee to its installation at the Premises, Lessee shall provide Lessor with a radio frequency report certifying that its modified installation complies with the applicable FCC regulations regarding radio frequency exposure.

16. REMOVAL/HOLDOVER.

a. Within 90 days of the expiration or earlier termination of the Agreement, Lessee shall remove the Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that the Communications Equipment shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

b. If the Parties are negotiating an amendment or new lease at the time of the expiration of the Term, Lessee may remain on the Premises until the amendment or new lease has been executed, provide Lessee shall pay rent at the then existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Communications Equipment is completed.

17. SUCCESSORS AND ASSIGNS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.

18. RIGHTS UPON SALE. Should Lessor, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder. In the event that Lessor completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of Lessor under this Agreement, then Lessor shall not be released from its obligations to Lessee under this Agreement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Agreement.

**Site Name:** _____
**(Spring Lake – Permanent Facility – South Pavilion)**
**MDG Location ID:** _____

19. LESSOR'S TITLE. Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents, warrants and covenants during the Term that Lessor has full authority to enter into and execute this Agreement and that there are no mortgages, ground leases, liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect Lessee's Use. In addition, the Parties hereto represent, warrant and covenant that the Use herein is for the Lessee to install communications equipment at the Property and such use is a beneficial use. Such installation will enable Lessee to provide wireless service to the area, which is beneficial to the public (including the residents, businesses, and emergency service providers in the vicinity of the Property) who rely on wireless services for, *inter alia*, emergency 911 and other critical communications.

20. ASSIGNMENT. Without any approval or consent of Lessor, this Agreement may be sold, assigned or transferred by Lessee to: (i) any entity in which Lessee directly or indirectly holds a majority or controlling equity or similar interest; (ii) any entity which directly or indirectly holds a majority or controlling equity or similar interest in Lessee; or (iii) any entity directly or indirectly under common control with Lessee. As to other parties, this Agreement may not be sold, assigned or transferred by Lessee without the written consent of the Lessor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of majority stock ownership, partnership interest or any other transaction resulting in a change in control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

21. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 15 or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that Lessee may have designated to Lessor by like notice, or that the Lessor may have designated to Lessee in the VLC Portal):

LESSOR: Borough of Spring Lake
423 Warren Avenue
Spring Lake, New Jersey 07762

LESSEE: **TO BE PROVIDED**

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. DEFAULT. It is a "**Default**" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) Lessor fails to comply with this Agreement and the failure interferes with Lessee's Use and Lessor does not remedy the failure within 5 days after written notice from Lessee or, if the failure cannot reasonably be remedied in such time, if Lessor does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 90 days after the initial written notice. If such cure will take longer than 30 days, Lessee

shall have the option to locate temporary facilities on the Property in a location to be mutually agreed to by the parties and operate such temporary facilities until the cure is completed. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 15 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If Lessee undertakes any such performance on Lessor's behalf and Lessor does not pay Lessee the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, Lessee may offset the full undisputed amount due against all rents or fees due and owing to Lessor under this Agreement until the full undisputed amount is fully reimbursed to Lessee.

24. ENVIRONMENTAL. Lessee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("**EH&S Laws**"). Lessee shall indemnify and hold harmless the Lessor from claims to the extent resulting from Lessee's violation of any applicable EH&S Laws or to the extent that Lessee causes a release of any regulated substance to the environment. Lessor shall indemnify and hold harmless Lessee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of Lessee. The Parties recognize that Lessee is only leasing a small portion of the Property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee's specific activities and responsibilities. In the event that Lessee encounters any hazardous substances that do not result from its activities, Lessee may relocate its facilities to a mutually agreeable location to avoid such hazardous substances. Lessee may also, at its option (but without obligation to do so), remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, in which case Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs Lessee's Use, rent shall abate until repairs are made that are sufficient to restore Lessee's Use. If Lessee's Use is not restored within 45 days, and if the parties are not able to reach agreement on the siting of temporary facilities while such additional repairs are made, Lessee may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs Lessee's Use, Lessee may terminate this Agreement. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the Communications Equipment, relocation costs and, specifically excluding loss of Lessee's leasehold interest, any other damages Lessee may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, Lessor shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives,

covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (i) all Laws relating solely to Lessee's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises. It shall be Lessor's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable Lessee to obtain all necessary building permits).

28. TAXES. If Lessor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "**Tax**") from Lessee with respect to the transactions contemplated by this Agreement, then Lessor shall bill such Tax to Lessee in the manner and for the amount required by law, Lessee shall promptly pay such billed amount of Tax to Lessor, and Lessor shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Lessor shall not bill to or otherwise attempt to collect from Lessee any Tax with respect to which Lessee has provided Lessor with an exemption certificate or other reasonable basis for relieving Lessor of its responsibility to collect such Tax from Lessee. Except as provided in this Paragraph 28, Lessor shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of Lessor with respect to itself, its property, and the transactions contemplated by this Agreement. Lessee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Lessee with respect to itself, its property, and the transactions contemplated by this Agreement.

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between Lessor and Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state of New Jersey. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. Lessee may provide a Memorandum of this Agreement to Lessor, the form and substance of which shall be acceptable to Lessor in its reasonable discretion. Lessor agrees to execute such a Memorandum of this Agreement, which Lessee may record with the appropriate recording officer. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR:**
BOROUGH OF SPRING LAKE

By: _____

**Site Name:** _____
**(Spring Lake – Permanent Facility – South Pavilion)**
**MDG Location ID:** _____

Authorized Signatory
Name: _____
Title:_____
Date: _____

**LESSEE:**

By:_____
Name: _____
Title:_____
Date:_____

**EXHIBIT "A"**
**PROPERTY DESCRIPTION**

**EXHIBIT "B"**
**PREMISES DESCRIPTION**
**[MUST INCLUDE TO SCALE DRAWING DEPICTING THE LOCATION OF THE EQUIPMENT SPACE, ROOFTOP SPACE AND THE UTILITIES**

# EXHIBIT B

**BOROUGH OF SPRING LAKE** **ORDINANCE NO. 2026-010**
**COUNTY OF MONMOUTH**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 225, LAND DEVELOPMENT, ARTICLE VI. EXCEPTIONS, MODIFICATIONS AND DEVELOPMENT ALTERNATIVES AND SECTION 33 WIRELESS TELECOMMUNCATIONS TOWERS AND FACILITIIES.**

**WHEREAS,** Chapter 225 governs Land Development; and

**WHEREAS**, Section 330 governs wireless telecommunications towers and facilities: and

**WHEREAS**, the Mayor and Borough Council wish to facilitate and expressly permit the location of all telecommunication towers, alternative tower structures and ancillary facilities on sites and property owned and/or controlled by the Borough, when the Mayor and Borough Council, acting in their sole and absolute discretion, determines that the leasing of Borough property for such uses is appropriate.

**WHEREAS**, the Mayor and Borough Council wish to have exclusive control and review authority concerning all telecommunication towers, alternative tower structures and ancillary facilities on sites and property owned and/or controlled by the Borough via its authority to lease public property pursuant to N.J.S.A. 40A:12-14, et seq.

**WHEREAS**, the Mayor and Borough Council believe it is in the best interest of the Borough that wireless telecommunications towers, alternative tower structures and ancillary facilities sited on Borough owned property not be subject to or require any variances or site plan approval, and that the decision to approve sites on Borough property rest solely and absolutely within the discretion of the Mayor and Borough Council.

**WHEREAS,** Chapter 225 is amended and supplemented with deletions reflected in ~~strikethrough~~ and additions reflected in underline; and

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

## § 225-33. Wireless telecommunications towers and facilities.

A. Purpose and intent. The purpose of this section is to establish guidelines for the siting of wireless telecommunications towers, alternative tower structures and antennas and ancillary facilities through the Borough's land use code when the property proposed is not owned or controlled by the Borough. The goals of this section are to: (1) protect residential areas and land uses from potential adverse impacts of towers and antennas; (2) to ~~encourage~~ permit the location of towers, alternative tower structures, and antennas and ancillary facilities ~~where appropriate or~~ on Borough owned property in the Borough's sole and absolute discretion ~~(2)~~(3) to encourage the location of towers ~~on Borough owned property where appropriate or in~~ in other

nonresidential areas; ~~(3)~~(4) minimize the total number of towers throughout the community; ~~(4)~~ ~~(~~5) strongly encourage the joint use of new and existing tower sites as a primary option rather than construction of additional single-use towers; ~~(5)~~ (6) encourage the use of existing buildings, telecommunication towers, light or utility poles, or water towers as opposed to construction of new telecommunication towers; ~~(6)~~ (7) encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal; ~~(7)~~(8) ensure that all telecommunication facilities, including towers, alternative tower structures, antennas and ancillary facilities are located and designed to minimize the visual impact on the immediate surroundings and throughout the community by encouraging users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design, siting, landscape screening, and innovative camouflaging techniques; ~~(8)~~ (9) enhance the ability of the providers of ~~telecommunications~~personal wireless services to provide such services to the community quickly, effectively, and efficiently; ~~(9)~~ (10) consider the public health and safety of telecommunication towers and alternative tower structures; ~~and~~ (10~~9~~1) avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures; and (12) clarify that the Borough will follow its land use regulatory codes and regulations when a proposed wireless site is not on property owned or controlled by the Borough and that the Borough will act solely in its proprietary capacity when determining if and how personal wireless service facilities are proposed on properties owned or controlled by the Borough. In furtherance of these purposes, the Borough of Spring Lake shall give due consideration to the Borough of Spring Lake's master plan, zoning map, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennas.

B. Definitions. As used in this section the following items shall have the meanings indicated:

**ALTERNATIVE TOWER STRUCTURE** — Manmade trees, clock towers, bell steeples, flagpoles, street lights and other utility poles and similar alternative-design mounting structures that camouflage or conceal the presence of ~~antennas or towers~~wireless communications structures and facilities.

**ANCILLARY FACILITIES** — The buildings, cabinets, vaults, closures and equipment required for operation of telecommunication systems including but not limited to repeaters, equipment housing, and ventilation and other mechanical equipment.

**ANTENNA** — Any exterior apparatus designed for telephonic, radio, or television communications through the sending and/or receiving of electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals. Parabolic dish antennas used for satellite communications shall not be included within this definition.

**BACKHAUL NETWORK** — The lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long-distance providers, or the public switched telephone network.

**BUFFER AREA** — The area surrounding a telecommunications tower and ancillary facilities which lies between the tower and adjacent lot lines and/or land uses.

**CARRIER** — A company that provides wireless services.

**COLLOCATION** — When two or more receiving and/or transmitting facilities are placed together in the same location or on the same antenna support structure.

**FAA** — The Federal Aviation Administration.

**FALL ZONE** — The area on the ground within a prescribed radius from the base of a wireless telecommunications tower. The fall zone is the area within which there is a potential hazard from falling debris (such as ice) or collapsing material.

**FCC** — The Federal Communications Commission.

**FUNCTIONALLY EQUIPMENT SERVICES** — Cellular radio, personal communication service (PCS), enhanced specialized mobile radio, specialized mobile radio and paging, commercial land mobile radio and additional emerging technologies.

**GUYED TOWER** — A tower, which is supported or braced through the use of cables (guy wires) which are permanently anchored.

**HEIGHT** — When referring to a tower or alternative tower structure, the vertical distance measured from the lowest finished grade at the base of the tower to the highest point on the tower, even if said highest point is an antenna.

**LATTICE TOWER** — A type of mount that is self-supporting with multiple legs and crossbracing of structural steel.

**MONOPOLE** — The type of mount that is self-supporting with a single shaft of wood, steel, or concrete and a platform (or racks)—for panel antennas arrayed at the upper portions of pole.

**MOUNT** — The structure or surface upon which antennas are mounted, including the following four types of mounts:

(1) ROOF-MOUNTED — Mounted on the roof of a building.

(2) SIDE-MOUNTED — Mounted on the side of a building.

(3) GROUND-MOUNTED — Antenna support (tower mounted on the ground).

(4) STRUCTURE-MOUNTED — Mounted on a structure other than a building.

**PERSONAL WIRELESS SERVICE FACILITY** — A facility for the provision of personal wireless services, as defined by the Telecommunications Act of 1996.

**PREEXISTING TOWERS and PREEXISTING ANTENNAS** — Any tower or antenna for which a building permit has been properly issued prior to the effective date of this section, including permitted towers or antennas that have been approved but have not yet been constructed so long as such approval is current and not expired.

**RADIO FREQUENCY RADIATION (RFR)** — The emissions from personal wireless service facilities or any electromagnetic energy within the frequency range from 0.003 MHZ to 300,000 MHZ. RADIO

**RADIO FREQUENCY (RF) ENGINEER** — An engineer specializing in electrical or microwave engineering, especially the study of radio frequencies.

**STEALTH DESIGN** — A telecommunication facility that is designed or located in such a way that the facility is not readily recognizable as telecommunications equipment. (See "Alternative Tower Structure.")

**TELECOMMUNICATION FACILITY** — A facility designed and used for the purpose of transmitting, receiving, and relaying voice and data signals from various wireless communication devices including transmission towers, antennas and ancillary facilities. For purposes of this section, amateur radio transmission facilities and facilities used exclusively for the transmission of television and radio broadcasts are not telecommunication facilities.

**TELECOMMUNICATIONS or TRANSMISSION TOWER** — The monopole or lattice framework designed to support transmitting and receiving antennas. For purposes of this section, amateur radio transmission facilities and facilities used exclusively for the transmission of television and radio signals are not transmission towers.

**WIRELESS COMMUNICATIONS** — Any personal wireless services as defined in the Federal Telecommunications Act of 1996 which includes FCC licensed commercial wireless telecommunications services including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging, and similar services that currently exist or that may in the future be developed. It does not include any amateur radio facility that is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive only antennas, nor does it include noncellular telephone service.

C. Applicability.

(1) New towers, Alternative Tower Structures and antennas. All new ~~telecommunications towers~~Telecommunications Towers, Alternative Tower Structures or antennas in the Borough of Spring Lake shall be subject to these regulations.

(2) Preexisting towers or antennas. Preexisting telecommunications towers and preexisting antennas shall not be required to meet the requirements of this section, other

than the requirements of Subsections J and K absent any enlargement or structural modification or the addition of any antennas.

(3) District height limitations. The requirements set forth in this section shall govern the location of telecommunications towers that exceed, and antennas that are installed at a height in excess of, the height limitations specified for each zoning district.

(4) Public property. Except for personal wireless facilities in public rights of way, Aantennas ~~or~~, towers and alternative tower structures located on property owned, leased or otherwise controlled by the ~~governing authority~~ Borough of Spring Lake shall, in the sole and absolute discretion of the Mayor and Borough Council, be permitted without conditional use approval or variance of any kind or any other approvals from the Planning Board or Zoning Board of Appeals ~~encouraged,~~ provided a license or lease authorizing such antenna ~~or~~, tower or alternative tower structure has been authorized and approved by ordinance or resolution, as applicable, in accordance with applicable law, by the Mayor and Council of the ~~governing authority~~ Borough of Spring Lake. ~~Said approved publicly owned site utilized for the purposes of constructing towers and/or antennas shall be treated as engaging in a conditional use under this section.~~ Any decision by the Mayor and Borough Council is made in its proprietary capacity and not based upon specific land use regulations of the Code.

(5) Amateur radio station operators/receive only antennas. This section shall not govern any tower, or the installation of any antenna, that is under 50 feet in height and is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive only antennas.

(6) Satellite dish antennas. This section shall not govern any parabolic dish antennas used for transmission or reception of radio signals associated with satellites.

(7) No towers shall be permitted in Borough owned rights of way. Within Borough rights of way, only alternative tower structures proposed on existing or replacement utility poles owned by third parties or by a personal wireless service provider may be approved in accordance with Article VII, Small Wireless Facilities in the Right of Way, Sections 330-69 to 330-75 of the Borough Code.

D. General requirements.

(1) Principal or accessory use. Telecommunications antennas, and towers and alternative tower structures may be considered either principal or accessory uses. Notwithstanding any other Borough land use regulation, a different existing structure on the same lot shall not preclude the installation of an antenna ~~or~~, tower or alternative tower structure on such lot. If a tower and its appurtenant structures constitute the sole use of the lot, the tower shall be deemed to be the principal use.

(2) Lot size. For purposes of determining whether the installation of a tower, alternative tower structure or antenna on non-Borough owned property complies with zone development regulations, including but not limited to setback requirements, lot coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas ~~or~~, towers or alternative tower structures may be located on leased parcels within such lot.

(3) State or federal requirements. All towers and alternative tower structures must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers, alternative tower structures and antennas. If such standards and regulations are changed, then the owners of the towers, alternative tower structures and antennas governed by this section shall bring such towers, alternative tower structures and antennas into compliance with such revised standards and regulations within 90 days of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers, alternative tower structures and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower, alternative tower structure or antenna at the owner's expense.

(4) Building codes: safety standards. To ensure the structural integrity of towers and alternative tower structures, the owner of a tower or alternative tower structure shall ensure that it is maintained in compliance with standards contained in applicable state or local Building Codes and the applicable standards for towers that are published by the Electronic Industries Association and Telecommunications Industry Association, as amended from time to time. Owner shall provide a certification from a structural engineer, licensed by the State of New Jersey, certifying the structural integrity of the tower or alternative tower structure not less than every two years. If, upon inspection, the Borough of Spring Lake concludes that a tower or alternative tower structure fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower or alternative tower structure, the owner shall have 30 days to bring such tower or alternative tower structure into compliance with such standards. Failure to bring such tower or alternative tower structure into compliance within said 30 days shall constitute grounds for the removal of the tower, alternative tower structure or antenna at the owner's expense.

(5) No essential services. Telecommunications towers, alternative tower structure and antennas shall be regulated and permitted pursuant to this section and shall not be regulated or permitted as essential services, public utilities, or private utilities.

(6) Collocation required. The Borough of Spring Lake mandates that carriers collocate antennas on towers, alternative tower structure and other structures whenever possible. See Subsection G for collocation requirements.

(7) Conditional use. Except those telecommunications on Borough owned property, which are permitted uses subject to authorization and approval in the sole and absolute discretion by the Borough in accordance with Section (C) (4) above , aAll telecommunications facilities shall be conditional uses in accordance with N.J.S.A. 40:55D-67.

(8) Site plan required. Except those on Borough owned property, which shall only require a construction permit under the Uniform Construction Code, site plan approval shall be required for all new telecommunications facilities in the Borough of Spring Lake including modifications to or addition of new telecommunications facilities to preexisting towers, alternative tower structures, buildings or other structures.

E. Use regulations.

(1) Conditional use. Except those on Borough owned property in any zoning district, which are permitted subject to the Borough's- authorization and approval in its absolute and sole discretion in accordance with subsection (C)(4) above, wireless telecommunications facilities are permitted as conditional uses iIn the GC Zoning District.

~~(a) On lands owned by Spring Lake Borough or any other public entity within the Borough of Spring Lake.~~

~~(b)~~

(2) Conditional use standard. Wireless telecommunications facilities may be permitted on non-Borough owned property in the GC Zoning District, provided that:

(a) The minimum lot size on which the telecommunications facility is to be located is at least 1/2 acre in area.

(b) Lattice towers and any type of guyed tower are prohibited.

(c) Telecommunications towers shall be limited to ~~monopolies~~monopoles without guys designed to ultimately accommodate at least three carriers and shall meet the following height and usage criteria:

[1] For a single carrier, up to 75 feet in height;

[2] For two or more carriers, up to 100 feet in height; and

(3) Factors considered in granting conditional use permits.

(a) In addition to the above standards, the Planning Board shall consider the following factors in determining whether to issue a conditional use permit:

[1] Proximity of the tower or alternative tower structure to residential structures and residential district boundaries;

[2] Nature of uses on adjacent and nearby properties;

[3] Surrounding topography;

[4] Surrounding tree coverage and foliage;

[5] Design of the tower or alternative tower structure, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness including stealth designs which are encouraged;

[6] Availability of suitable existing towers, alternative tower structures, other structures or alternative technologies not requiring the use of towers or structures;

[7] Availability of proposed tower or alternative tower structure to other potential carriers.

(b) This list is considered to be illustrative in nature and may not include all factors to be considered.

F. Site design standards. The following site design standards shall apply to wireless telecommunications facilities on non-Borough owned property:

(1) New towers:

(a) Telecommunications towers may not be located closer than 50 feet to any residential property. Antennas located on preexisting buildings or structures are exempt from this requirement.

(b) Fall zone. A fall zone shall be established such that the tower is set back 125% of the height of the tower from any adjoining lot line or non-appurtenant building.

(c) Security fencing. Towers shall be enclosed by security fencing not less than six feet in height. Towers shall also be equipped with appropriate anti-climbing measures.

(d) Landscaping. The following requirements shall govern the landscaping surrounding towers:

[1] Tower facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the tower compound from property used

for residences or planned residences or any other area frequented by the public. The standard buffer shall consist of a landscaped strip at least 10 feet wide outside the perimeter of the compound. However, at a minimum, the facility should be shielded from public view by evergreen trees at least eight feet high at planting and planted in staggered double rows 15 feet on center.

[2] In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced at the sole discretion of the approving authority.

[3] Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible.

(e) Ancillary buildings. Any proposed building enclosing related electronic equipment shall not be more than 10 feet in height nor more than 200 square feet in area, and only one such building shall be permitted on the lot for each provider of wireless telecommunication services located on the site. Such buildings must satisfy the minimum zoning district setback requirements for accessory structures.

(f) Aesthetic. Towers and antennas shall meet the following requirements:

[1] Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness.

[2] At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.

(g) Lighting. No lighting is permitted except as follows, which shall be subject to review and approval by the Planning Board as part of the site plan application:

[1] The building enclosing electronic equipment may have one light at the entrance to the building, provided that the light is attached to the building, is focused downward, properly shielded and is switched so that the light is turned on only when workers are at the building; and

[2] No lighting is permitted on a tower except lighting that specifically is required by the Federal Aviation Administration (FAA), and any such required lighting shall be focused and shielded to the greatest extent possible so as not to project towards adjacent and nearby properties.

(h) Signs. No signs are permitted except those required by the Federal Communications Commission, the Electronic Industries Association (ELIA) and

and/or the Telecommunication Industry Association (TIA) or by law, such as warning and equipment information signs.

(i) All ground-mounted telecommunication towers or alternative tower structures shall be self-supported monopoles and must be capable of withstanding hurricane-force winds of 140 miles per hour.

(2) Antennas mounted on existing structures or roof tops.

(a) Antennas on existing structures. Any antenna which is not attached to a tower may be attached to any existing business, industrial, office, utility or institutional structure in the GC Zoning District, provided that:

[1] Side- and roof-mounted personal wireless service facilities shall not project more than 10 feet above the height of an existing building or structure nor project more than 10 feet above the height limit of the zoning district within which the facility is located. Personal wireless service facilities may locate on a building or structure that is legally nonconforming with respect to height, provided that the facilities do not project above the existing building or structure height.

[2] The antenna complies with all applicable FCC and FAA regulations.

[3] The antenna complies with all applicable Building Codes.

[4] The equipment structure shall not contain more than 200 square feet of gross floor area or be more than 10 feet in height. In addition, for buildings and structures which are less than 40 feet in height, the related unmanned equipment structure shall be located on the ground and shall not be located on the roof of the structure.

[a] If the equipment structure is located on the roof of a building, the area of the equipment structure and other equipment and structures shall not occupy more than 10% of the roof area.

[b Equipment storage buildings, structures or cabinets shall comply with all applicable Building Codes.

(b) Aesthetics. If an antenna is installed on a structure other than a tower or alternative tower structure, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to or closely compatible with the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

(3) Antennas on existing towers. An antenna may be attached to a preexisting tower and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided that such collocation is accomplished in a manner consistent with the following:

(a) A tower which is modified or reconstructed to accommodate the collocation of an additional antenna shall be of the same tower type as the existing tower, unless reconstruction as a monopole is proposed.

(b) An existing tower may be modified or rebuilt to a taller height, not to exceed the maximum tower height established by this section.

(c) On-site location.

[1] A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved on site within 50 feet of its existing location, subject to conformance with setback requirements.

[2] After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.

(4) Noise standards. Noise attenuation measures shall be included to reduce noise levels at the facility to a maximum exterior level of 60 decibels. Backup generators may only be operated during power outages and for testing and maintenance purposes.

G. Collocation.

(1) The Borough of Spring Lake requires that licensed carriers share personal wireless service facilities and sites where feasible and appropriate, thereby reducing the number of personal wireless service facilities that are stand-alone facilities. All applicants for site plan approval for an individual wireless service facility shall demonstrate a good faith effort to collocate with other carriers. Such good faith effort includes:

(a) A survey of all existing structures that may be feasible sites for collocating personal wireless service facilities;

(b) Notification by certified mail of intent to seek site plan approval to all the other licensed carriers for commercial mobile radio services operating in the County; applicant shall provide proof of notification to the Planning Board; and

(c) Sharing information necessary to determine if collocation is feasible under the design configuration most accommodating to collocation.

(2) In the event that collocation is found to be not technically feasible, a written statement of the reasons for the infeasibility shall be submitted to the Borough Clerk and the Planning Board. The Borough may retain a technical expert in the field of RF engineering to verify if collocation at the site is not feasible or is feasible given the design configuration most accommodating to collocation. The cost for such a technical expert will be at the expense of the applicant. The Borough may deny approval to an applicant that has not demonstrated a good faith effort to provide for collocation.

(3) If the applicant does intend to collocate or to permit collocation, plans and elevations, which show the ultimate appearance and operation of the personal wireless service facility at full build-out shall be submitted.

H. Location priorities. Wireless telecommunication facilities shall be located and approved in accordance with the following prioritized locations:

(1) The first priority shall be an existing tower or building or alternative tower structure, or an existing or proposed water tower or standpipe owned by the Borough of Spring Lake or any other public or private utility within or near the Borough of Spring Lake.

(2) The second priority shall be new towers on lands owned by the Borough of Spring Lake or other public entity.

(3) The third priority shall be an existing building in the GC Zoning District.

(4) The fourth priority shall be new towers on lands not owned by the Borough of Spring Lake or other public entity located within the GC Zoning District.

I. Site plan submission requirements. In addition to the site plan submission requirements, the following information shall be submitted in conjunction with site plan approvals for all wireless telecommunication facilities except those located on Borough owned property:

(1) Comprehensive service plan. In order to provide proper evidence that any proposed location of wireless telecommunications antennas (and any supporting tower and/or ancillary building enclosing related electronic equipment) has been planned to result in the fewest number of towers within the Borough of Spring Lake at the time full service is provided by the applicant throughout the Borough, the applicant shall submit a comprehensive service plan. Said comprehensive service plan shall indicate how the applicant proposes to provide full service throughout the Borough and, to the greatest extent possible, said service plan shall also indicate how the applicant's plan is coordinated with the needs of all other providers of telecommunication services within the Borough of Spring Lake. The comprehensive service plan shall indicate the following:

(a) Whether the applicant's subscribers can receive adequate service from antennas located outside of the borders of the Borough of Spring Lake.

(b) How the proposed location of the antennas relates to the location of any existing wireless telecommunications facility within and/or near the Borough of Spring Lake.

(c) How the proposed location of the antennas relates to the anticipated need for additional antennas and supporting towers within and/or near the Borough of Spring Lake by both the applicant and by other providers of telecommunication services within the Borough of Spring Lake.

(d) How the proposed location of the antennas relates to the objective of collocating the antennas of different service carriers on the same facility.

(e) How the proposed location of the antennas relates to the overall objective of providing full telecommunication services within the Borough of Spring Lake while, at the same time, limiting the number of towers to the fewest possible.

(2) A scaled site plan clearly indicating the location, type and height of the proposed tower or alternative tower structure, on-site land uses, structures and zoning, adjacent land uses, structures and zoning (including when adjacent to other municipalities), and all properties within the applicable fall zone, adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed tower and any other structure, topography, parking and other information deemed by the Planning Board and Borough Engineer to be necessary to assess compliance with this section.

(3) Legal description of the entire tract and leased parcel (if applicable).

(4) The setback distance between the proposed tower and the nearest residential unit and residentially zoned properties.

(5) The separation distance from other towers, alternative tower structure and antennas.

(6) A landscape plan showing specific landscape materials including, but not limited to, species type, size, spacing and existing vegetation to be removed or retained.

(7) Method of fencing and finished color and, if applicable, the method of camouflage.

(8) A description of compliance with all applicable federal, state or local laws.

(9) A notarized statement by the applicant as to whether construction of the tower or alternative tower structure will accommodate collocation of additional antennas for future users.

(10) Identification of the entities providing the backhaul network for the tower(s)—— or alternative tower structure described in the application and other telecommunication sites owned or operated by the applicant in the immediate area of the Borough.

(11) A letter of commitment to lease excess space to other potential users at prevailing market rates and conditions. The letter of commitment shall be in form suitable for recording with the County Clerk prior to the issuance of any permit and shall commit the tower owner(s), property owner(s) and their successors in interest.

(12) A visual impact study containing, at a minimum, a photographic simulation showing the appearance of the proposed tower, alternative tower structure, antennas, and ancillary facilities from at least five points within a 1/2 mile radius. Such points shall be chosen by the carrier with review and approval by the Planning Board and their consultant to ensure that various potential views are represented.

(13) An analysis of the RFR levels at the facility as a means of assessing compliance with the FCC RF safety criteria. This analysis shall:

(a) Take into consideration all collocated radio transmitting antennas and/or nearby antennas that could contribute to RFR levels at the facility.

(b) Be performed by a RF engineer, health physicist or similar knowledgeable individual.

(c) Follow current methods recommended by the FCC for performing such analyses.

J. Monitoring and maintenance.

(1) After the wireless telecommunications facility is operational, the applicant shall submit, within 90 days of beginning operations, and anytime that the carrier performs a modification to the facility that requires zoning approval, existing measurements of RFR from the wireless telecommunications facility. Such measurements shall be signed and certified by an RF engineer, stating that RFR measurements are accurate and meet FCC guidelines as specified in the radio frequency standards of this section[1].

(2) The applicant and co-applicant shall maintain the personal wireless service facility in good condition. Such maintenance shall include, but shall not be limited to, painting, structural integrity of the mount and security barrier, and maintenance of the buffer areas and landscaping, fencing and parking areas, etc.

K. Abandonment or discontinuation of use.

(1) At such time that a licensed carrier plans to abandon or discontinue operation of a personal wireless service facility, such carrier shall notify the Borough Clerk by certified United States mail of the proposed date of abandonment or discontinuation of operations. Such notice shall be given no less than 30 days prior to abandonment or discontinuation of operations. In the event that a licensed carrier fails to give such notice, the wireless telecommunications facility shall be considered abandoned upon discontinuation of operations.

(2) Upon abandonment or discontinuation of use, at the option of the Borough, the carrier shall physically remove the personal wireless service facility within 90 days from the date of abandonment or discontinuation of use. "Physically remove" shall include, but not be limited to:

(a) Removal of antennas, mount, equipment shelters and security barriers for the subject property.

(b) Proper disposal of the waste materials from the site in accordance with local, county and state solid waste disposal regulations.

(c) Restoring the location of the personal wireless service facility to its natural condition, except that any landscaping and grading shall remain in the after-condition.

(3) If a carrier fails to remove a personal wireless service facility in accordance with this section, the Borough shall have the authority to enter the subject property and physically remove the facility. The Planning Board will require the applicant to post a bond at the time of approval to cover costs for the removal of the individual wireless service facility and site restoration in the event the Borough must remove the facility.

**INTRODUCED:** October 13, 2026

**ADOPTED:** October 27, 2026

**APPROVED:** Jennifer Naughton

JENNIFER NAUGHTON, Mayor

**Attest:**

Dina M. Zahorsky

DINA M. ZAHORSKY, BOROUGH CLERK

# EXHIBIT C

# 2010
# MASTER PLAN

## Borough of Spring Lake
## Monmouth County, New Jersey

Adopted by Resolution of the Borough of Spring Lake Planning Board
May __, 2010

**Prepared by Birdsall Engineering, Inc**
**and the Residents of the Borough of Spring Lake**

_____
**Jeffrey L. Janota, P.P., A.I.C.P.**
**NJ License No. 582700**

_____
**Jennifer Beahm, P.P., A.I.C.P.**
**NJ License No. 562500**

# ACKNOWLEDGEMENTS


## 2010 Planning Board Members

Colleen Panzini, Chairwoman **
Walton Kingsbery, Vice Chair ** (In Memoriam)
Michael Burke, Class II, Vice Chair
Priscilla Reilly, Class III
Cindy Napp, Class IV
Nicholas Sapnar, Class IV
Walter Judge, Class IV
Dave O'Malley, Class IV
Joseph Rizzo, Class IV **
Paul Jordan, Mayor's Representative
Meghan Frost, 1st Alternate
Kathleen Scotto, 2nd Alternate
Peg Costanzo, Planning Board Secretary
George McGill, Esq.

## 2010 Borough Council Members

Mayor Jennifer Naughton
Joseph Erbe, Council President
John Fitzgerald, Councilman
Francis S. Quinn Jr., Councilman
Priscilla Reilly, Councilwoman
Janice Venables, Councilwoman
Gary Rich, Councilman

** Identifies members of the Master Plan Subcommittee

# 2010 MASTER PLAN
# BOROUGH OF SPRING LAKE

## TABLE OF CONTENTS

OVERVIEW ..... 1

GOALS AND OBJECTIVES ..... 6

DEMOGRAPHICS ..... 8

LAND USE ELEMENT ..... 16

ECONOMIC DEVELOPMENT ELEMENT ..... 29

CIRCULATION ELEMENT ..... 42

UTILITIES ELEMENT ..... 52

COMMUNITY FACILITIES ..... 58

CONSERVATION, RECREATION AND OPEN SPACE ELEMENT ..... 68

HISTORIC PRESERVATION ELEMENT ..... 96

RECYCLING ELEMENT ..... 103

HOUSING ELEMENT ..... 107

STORMWATER MANAGEMENT ELEMENT ..... 108

MASTER PLAN CONSISTENCY ..... 109

APPENDIX A: 2010 Business Inventory

## LIST OF TABLES

**Table 1:** Population Growth 1930-2000 – Spring Lake
**Table 2**: Population Growth 1930-2000 – Monmouth County and NJ
**Table 3**: Population Projections 2005-2030
**Table 4**: Age Distribution 1990-2000
**Table 5**: Racial Composition 1990-2000
**Table 6:** Education Attainment
**Table 7**: Median Home Values 2000 & 2007
**Table 8**: Value of Owner Occupied Units
**Table 9**: Age of Housing Stock
**Table 10**: Housing Characteristics 1900-2000
**Table 11:** Residential Units by Type
**Table 12**: Land Use Distribution
**Table 13**: Household by Income
**Table 14**: NJTPA Population Projections
**Table 15**: NJTPA Employment Projections
**Table 16**: Business Inventory 2008
**Table 17:** Functional Classification of Roads
**Table 17A**: Approximate cost of Transportation Improvements
**Table 18**: Property Crimes 2006
**Table 19**: Violent Crimes 2006
**Table 20**: H.W. Mountz School Enrollment
**Table 20A**: St. Catherine School Enrollment
**Table 21**: Religious Organizations
**Table 22:** Fraternal Organizations
**Table 23:** Elevation Reference Marks
**Table 24**: Land Cover Types
**Table 25:** T&E Species Habitat Classifications
**Table 26**: Monmouth County Open Space Plan Data
**Table 27**: Recreation & Open Space Inventory
**Table 28**: Recreation Needs Table
**Table 29:** Historic Places – Spring Lake

## LIST OF MAPPING FIGURES

**Figure 1 -** Spring Lake 1974 Zoning and Land Use Plan Map
**Figure 2 -** Spring Lake 2007 Zoning Map
**Figure 3 -** Spring Lake Current Land Use
**Figure 4 -** Circulation Map
**Figure 5 -** Community Facilities Map
**Figure 6 -** Wetlands and Waterways Map
**Figure 7 -** FEMA Flood Zone Map
**Figure 8 -** Soils Map
**Figure 9 -** Threatened & Endangered Species (T&E) Map
**Figure 10 -** Open Space & Recreation Lands Map
**Figure 11 –** Historical Resources Map

## OVERVIEW

The Borough of Spring Lake adopted its last comprehensive Master Plan in 1974. The Borough has since issued Master Plan Reexamination Reports in 1981, 1988, 1995, and 2001. A supplemental Master Plan Recycling Element was adopted in 1988, a Shorefront Element was adopted in 1995, and a Housing Element was adopted in 1997.

To prepare this Master Plan, the Borough conducted a thorough review of the Spring Lake Master Plan, Reexamination Reports, and supplemental Master Plan Elements to assess the planning principles that guided the 1974 Master Plan and review the successes, failures, and unintended changes/consequences that have resulted from the Plan.

The 2010 Spring Lake Master Plan includes a comprehensive update to the Master Plan that includes the following elements: Land Use; Economic Development; Community Facilities; Recycling; Utilities; Housing; Historic Preservation; Circulation; Conservation, Recreation and Open Space; and Stormwater Management.

The Master Plan and vision for the future of Spring Lake were developed by holding community stakeholder meetings; reviewing existing planning reports; the timeless efforts of the Spring Lake Master Plan Subcommittee. It also involved special open house meetings with the public targeted to address each of the elements of the master plan and several town hall style meetings that provided a great deal of vital input from the community at large. The plan examines both the many positive qualities that should be preserved and the difficult problems that must be addressed, and provides recommendations to ensure that the exceptional quality of life in Spring Lake is sustained for future generations.

The Borough of Spring Lake is a radiant and picturesque seaside municipality within Monmouth County, New Jersey. It offers its residents and vacationers a relaxed atmosphere of gracious living. The Borough includes two (2) miles of beachfront and the longest non-commercial boardwalk in New Jersey that has made it a unique resort destination for more than 100 years. Its borders are clearly defined by this beachfront, two beautiful lakes at the north and south ends of town and the Jersey Coast Rail Line to the west.

The Borough has earned a place in history by maintaining its architectural integrity, the old-world charm of its downtown shopping district, the physical grace and beauty of its parks and the carefully landscaped entrances to the town, and the enduring home town character of its neighborhoods. Much of the Borough's charm can be attributed to its early planning and development, which is characterized by the unusually wide tree lined streets that establish the Borough's simple street grid pattern; the relatively narrow 50-100 foot wide and 150-foot deep single family lots; and the abundance of wrap around porches and the absence of fences in the front yards. In a world today where residences are often separated by gates and fences and large lot zoning and the focus of activity is shifted to the rear of yards on decks or patios, Spring Lake's residential development creates a strong sense of community and neighborhood, where front porches and front

yard activity bring the private and the semi private world together comfortably. These features allow for personal interaction with neighbors and people walking or biking through town.

Spring Lake's unique residential charm is enhanced by the abundance of parkland, open space, beaches, and its centrally located downtown shopping district. The combination of these factors creates a balance for the community where no one feature is very far away from one another, thus creating a walk-able interactive community, which today, is rare or obsolete in many towns.

Unlike many newer suburban communities that often consist of a series of largely unconnected subdivisions and car oriented strip shopping centers, Spring Lake can best be characterized as an easily recognizable and very accessible community of close-knit residential neighborhoods that flow into each around a quaint main shopping street, resulting is a seamless transition of land uses, which is apparent as you walk down its tree-lined streets. One of the most important findings of the master plan efforts was the need to maintain the existing mix and balance of land uses and to strengthen or reestablish the important linkages that connect them.

To achieve these goals the Master Plan Committee believed it was important to study Spring Lake's **Past** to understand how it began and arrived at its **Present** condition; and to carefully evaluate the pros and cons of the current situation and the new challenges Spring Lake faces before charting its **Future**.

**THE PAST** – Spring Lake began as a small fishing village and farming community, like many other Jersey shore communities. Then in the 1880's it **rapidly transformed** into a seaside resort community with a variety of summer homes, ranging from palatial estates and large stately Victorian houses, to quaint Craftsman bungalows. Several mid-sized to large luxury resort hotels were constructed primarily along the oceanfront and Devine Park, along with many bed and breakfast inns, and several beautiful churches. The result was a remarkable distinctive vacation spot frequented by visitors from many parts of the country but primarily from New Jersey, New York and Pennsylvania.

During this early period of development the Boroughs' original planners and developers established its street grid system and varied lot sizes that placed larger more expensive homes to the east near the beach and more modest homes to the west; and created the extensive open spaces that provided an underlying structure and backdrop for the community of Spring Lake, that eventually resulted in today's comfortable balance between residential, open space and commercial uses.

The development of Devine Park from a natural spring is a wonderful example of this early planning. It was a very effective yet subtle use of casual recreational space to establish connectivity and important linkages that help make Spring Lake such a walk-able residential community, while also enhancing commercial development and success. Starting at the train station and Potter Park at the west end of town, visitors could comfortably stroll along the lake through Devine Park to the busy shops on Third Avenue

and walk completely across town towards the majestic Monmouth and Essex & Sussex Hotels and Ocean Avenue boardwalk that served as Spring Lake's major destinations.

**THE PRESENT** – Now, as time has passed and Spring Lake has **gradually changed** into a still affluent yet predominantly year-round residential community, it has seen the disappearance of many of the wonderful attractions of old. Today, many of the bed & breakfast inns and most of its luxury resort hotels are gone. As they studied these recent developments the Committee and its planning consultants realized that some of these changes were the direct result of the 1974 Master Plan and the fact that these old establishments were now designated pre-existing non-conforming uses, which limited their future. And one of the unintended consequences of the loss of these hotels and B&B's has been the recent decline of the downtown business district.

However, the Master Plan Committee and planners also recognized that despite careful planning and the best of intentions, much of what has happened to Spring Lake is the result of societal factors and market conditions that were beyond the Borough's control. Just as the Jersey Coast Rail Line brought hordes of tourists to Spring Lake, along with the Garden State Parkway it also made it possible for many Spring Lakers to commute to jobs in North Jersey and New York City so that more and more people could live here year round. The advent of relatively inexpensive and extensively available airline flights in the 1970's, and the growing popularity of other travel options like ocean cruise lines in the 1980's and 1990's made Spring Lake a much less frequently chosen destination for weeklong and longer vacation stays.

Among the most difficult and seemingly intractable challenges the Borough faces today are the worsening environmental degradation and catastrophic flooding at Wreck Pond and to a lesser degree at Lake Como and Spring Lake. The loss of effective tidal flow and extensive development that has and continues to occur in communities like Wall and Howell Townships to the west has resulted in frequent beach closings and flood damage to over a hundred surrounding homes. These problems are beyond the Borough's direct control but it must work with other stakeholders in surrounding communities like Sea Girt, Spring Lake Heights and Wall Township and the responsible State and Federal authorities to resolve them through immediate action if it is to stop and correct the environmental damage that has occurred and properly protect its citizens from certain future flooding.

Though much has changed one thing that has remained more or less the same, actually increased, is the volume of summer tourists that flock to Spring Lake's beaches each summer, especially on weekends. Spring Lake maintains some of the nicest easily-accessed public beaches in the State of New Jersey. A major goal of the Master Plan is to take advantage of the continuing popularity of Spring Lake's beaches to strengthen its remaining hotels; B&B's and retail establishments as these are major contributors to its historic architectural heritage and the unique charm and character of the town. This can be achieved in collaboration with the Chamber of Commerce and the BID with improved way-finding signage and informational programs targeted to beachfront like the Pavilions and at major entry points and routes into town.

**THE FUTURE** – What is the **VISION** for the future? Where does Spring Lake want to go from here? The 2010 Master Plan document brings to the forefront, the current planning issues the Borough is facing now and expects to face in the future. It also introduces new planning principles like sustainable design and development that it promotes as a way to conserve critical resources and energy as the Borough implements on-going and future projects. The master plan establishes a common vision and is guided by several planning principles targeted to protecting the unique quality of life and historic charm of Spring Lake; and to maintaining the delicate balance of land uses and the linkages that connect them; while also addressing troubling concerns about overdevelopment, continuing traffic issues and serious environmental and flooding problems that have grown worse in the last two decades.

In part as a result of the Master Plan process the Borough has already begun to tackle several of its more pressing problems – implementing collateral studies and modifying and creating new ordinances to address them.

For example, while most Spring Lakers are especially proud of their existing homes and with the ongoing improvements and new additions to its residential neighborhoods there are some serious concerns. In the past, few homes were built to the limits that were established under the 1974 Master Plan and subsequent Land Use Regulations. Homes were built to maintain a balance between livable space and open space on lots, which is what helped to create the nice balance we see in most neighborhoods.

Today, many new home owners look to maximize the allowable square footage, and as a result some of these houses do not fit comfortably into the framework of the existing neighborhood, a problem that is most noticeable in the R-2 Zone. This is due in part to the tremendous increase in property values over the last three decades and to the changes in peoples' ideas of how a new residence should look, and how large it must be to house the growing number of space types and functions it should provide. Because of the desire to live in a wonderful town like Spring Lake, and the perceived need for these new added amenities there is growing pressure to tear down many of its older homes and replace them with new larger homes, or in some cases two homes, which has become a serious preservation concern. An active group of citizens formed the Preservation Alliance of Spring Lake 10 years ago in response to the loss of historic buildings throughout the Borough.

As previously mentioned, the downtown has seen a decline in the number of retail businesses on the first floor over the years that are being replaced with uses that are not typical of an active downtown. Because of this, the Borough has taken measures to limit ground floor office space, permit outdoor dining and to create the Spring Lake Special Improvement District.

Another serious related problem is the limited amount of parking available downtown, and the Borough's current parking standards that make any development difficult. If the Downtown is to maintain its character and continue to function as a centerpiece of the

community, changes to these sections of our ordinances must be given serious consideration.

In summary the Committee and the planners have responded to Spring Lake's residents and their desires to maintain the general character and feel of the Borough today, especially as seen in its residential neighborhoods – encouraging a balance between appropriately sized and compatibly designed new construction and the preservation and improvement of historic homes, public buildings and commercial establishments; and to promote the continued revitalization of the downtown. The Master Plan recommends the continued maintenance of our pristine beaches and many open spaces and recreational facilities and the repair and/or replacement of its two Pool & Pavilion facilities and our aging water and sewer utilities infrastructure. It recommends additional provisions to improve traffic flow and safety at critical accident prone intersections and streets. And most importantly it implores the Borough to continue to work aggressively with Federal State and local authorities to ensure that they dramatically improve water quality and implement the timely installation of effective flood control measures at Wreck Pond and Lake Como.

This comprehensive Master Plan provides a definitive plan with clearly stated goals and objectives and strategies that identify what makes Spring Lake so special, and what needs to be done to address the problems reflective of the modern market and social conditions, while also describing what should be retained and enhanced to maintain the quality of life, improved environmental conditions and the warm community feel that is Spring Lake.

In support of this "vision" for the future this Master Plan also articulates subsequent actions the Borough of Spring Lake should take in an implementation plan and recommends that the Borough develop policies and land use regulations that are consistent with this vision – as Spring Lake considers **where it has been, where it is today, and determines where it wants to go in the future.**

## 2010 MASTER PLAN GOALS & OBJECTIVES

### Goals:

1. Advance the purposes of the Municipal Land Use Law (MLUL) as contained in 40:55 D-2;

2. Preserve the character of existing residential neighborhoods forming the predominant charm of the Borough;

3. Provide a balanced land use pattern and appropriate development controls;

4. Guide appropriate development, redevelopment and growth in a coordinated and managed approach;

5. Strengthen the vitality of existing commercial districts;

6. Preserve, protect and enhance parks and open space while protecting environmentally sensitive, natural, and unique physical features;

7. Maintain the historic resources and natural beauty of the Borough;

8. Continue to repair and replace municipal infrastructure;

9. Develop an implementation plan to support the suggested revisions to the current zoning ordinances, and to proceed with additional studies to support the recommendations of the Master Plan.

### Objectives:

1. Ensure practical and appropriate development controls in order to preserve and protect open space, conserve the natural landscape and protect the ecologically sensitive areas of the Borough;

2. Protect neighborhood characteristics including the by enforcing buffer areas between non-residential and residential land uses, between different residential types, and along ecologically sensitive areas of the Borough;

3. Maintain and upgrade the existing system of parks, recreation and open space to provide for Borough residents of all ages, abilities and disabilities consistent with current and projected community needs;

4. Preserve the high level of public services and encourage the maintenance and creation of new public facilities in order to accommodate population changes, economic growth and the changing needs of residents;

5. Provide mechanisms to encourage the continued upgrade of the existing utility infrastructure, including public water, stormwater management, and existing pump stations;

6. Provide for the Borough's fair share of affordable housing required by law and as set forth in the Housing Plan Element;

7. Preserve and enhance the residential character of established neighborhoods, maintain a reasonable balance of housing choices, and provide for in-fill development and adaptive reuse;

8. Promote historic preservation efforts that will maintain the Borough's unique historic resources as designated;

9. Promote building and site improvements that adhere to reasonable limitations on size, bulk, and site disturbance in relationship to the existing fabric of the community;

10. Encourage the development of a circulation system that accounts for roadways, mass transit, pedestrian/bicycle routes and greenway corridors;

11. Coordinate land uses with transportation facilities including, but not limited to, bus stops and parking for resident commuters; to facilitate access; and encourage alternatives to driving;

12. Encourage the sharing of services with neighboring municipalities to lower Borough operating and maintenance costs while maintaining or increasing their effectiveness;

13. Promote a diverse economic base that reflects the market conditions in town and the region, with a focus on maintaining a strong off-season business environment;

14. Support and promote public awareness of and participation in Borough issues, initiatives, boards and commissions;

15. Encourage sustainable "Green" development;

16. Coordinate with local, county and state environmental efforts to concentrate on regional watershed based planning, with focus on non point source pollution and flood controls;

17. Encourage the revitalization of vacant buildings and encourage the rehabilitation and restoration of brownfields and other contaminated buildings and land.

Thus, the overarching goal of the Master Plan is to move forward while respecting and recognizing that all change is not bad and all growth is not good. The Master Plan is a formal document required by the State of New Jersey Municipal Land Use Law, and more importantly to Spring Lake, it is a picture of the past and a vision for its future.

## DEMOGRAPHICS

Demographics serve an important purpose in the drafting of a Master Plan. Demographics show socio-economic and housing trends in the Borough's population and justify why development has evolved as it has. Demographics also offer insight to the future progression of a municipality. The data compiled from demographic charts can be analyzed to understand the expected future needs of Spring Lake with regard to its: parking facilities, traffic patterns, infrastructure, land use, and population density. An illustration of the Borough's population, housing, racial composition, and age distribution taken from 2000 US Census data illustrates how the Borough of Spring Lake has changed over recent decades. Generally, these patterns are consistent with larger scale demographic patterns found across the State, and across the U.S. in general.

### New Jersey

New Jersey is the most densely populated state in the Union. Between 1990 and 2000, the NJ population increased by approximately nine percent (8.9%). The 1999 median household income in New Jersey was $55,146, which is substantially higher than the national median household income of $41,994. Eighty-two percent (82.1%) of the New Jersey population ages twenty-five (25) and older has a high school diploma or equivalent, while approximately thirty percent (29.6%) of the population holds a bachelor's degree or higher. Both of these percentages are higher than the national average.

### Monmouth County

Monmouth County has a land area of 472 square miles (1222.48 $km^2$) and is located in eastern-central New Jersey. The County is comprised of fifty-three (53) municipalities, each with its own unique character and identity. There is a great deal of variety in Monmouth County's municipalities, ranging from small cities to wide open agricultural areas, and virtually everything in between. Likewise, there is a variety in the landscape of the County, including the highlands and cliffs of the Bayshore area, the shoreline and riverways of the eastern part of the County, and the rolling hills of western Monmouth County. Opportunities for both active and passive recreation in the County are outstanding. The County is home to twenty-seven (27) miles (43.4 km) of beaches, numerous parks, marinas and golf courses. Residents can also enjoy performing arts at a number of local theaters and colleges. All these opportunities combine to give Monmouth County a high quality of life standard.

### The Borough of Spring Lake

The Borough of Spring Lake has a land area of 1.70 square miles (3.4 $km^2$) and is located in the South Coast area of Monmouth County. Spring Lake became known as a Victorian resort community with its many grand waterfront hotels and homes, some of which serve as "Bed & Breakfasts" today. Spring Lake is host to some of the finest seaside architecture in New Jersey and has maintained itself as a popular summer destination, with its 2 miles (5 km) of boardwalk. Spring Lake Borough is a comparatively wealthy municipality in the State of New Jersey with a per capita income of $59,445 and a median household income of $89,885.

**Population Characteristics**

The population of the Borough of Spring Lake increased steadily over the earlier part of the 1900's. The Borough's population rate grew at its highest rate between 1950 and 1960. Then, as illustrated through **Table 1** below, the population growth during the following decades began to slow, before Spring Lake actually lost residents between 1980 and 1990.

The 2000 US Census counted a population of 3,567 persons. Meanwhile, the 2008 population for Spring Lake in 2008 totaled 3,572. The population had a very slight increase of .14% between the time period of 2000 and 2008. The population of Spring Lake Borough has increased at a slower rate than Monmouth County over the last seven decades and, at a slower rate than the State of New Jersey (NJ) over the last two decades, as indicated in the **Table 2** below.

**Table 1: Spring Lake Borough Population Growth by Decade: 1930-2008**

| Year | Population | % Change |
|---|---|---|
| 1930 | 1745 | - |
| 1940 | 1650 | -5.4 |
| 1950 | 2008 | 21.7 |
| 1960 | 2922 | 45.5 |
| 1970 | 3896 | 33.3 |
| 1980 | 4215 | 8.2 |
| 1990 | 3499 | -17.0 |
| 2000 | 3567 | 1.9 |
| 2008 | 3572 | .14 |

Sources: U.S. Censuses of Population and Housing

**Table 2: Population of Monmouth County and NJ State by Decennial Census 1930-2008**

| Year | Monmouth County Population | NJ State Population | % Change County | % Change State |
|---|---|---|---|---|
| 1930 | 147,209 | 4,041,334 | - | - |
| 1940 | 161,238 | 4,160,165 | 9.5 | 2.9 |
| 1950 | 225,327 | 4,835,39 | 39.7 | 16.2 |
| 1960 | 334,401 | 6,066,782 | 48.4 | 25.5 |
| 1970 | 461,849 | 7,168,164 | 38.1 | 18.2 |
| 1980 | 503,173 | 7,364,823 | 8.9 | 2.7 |
| 1990 | 553,124 | 7,730,188 | 9.9 | 5.0 |
| 2000 | 615,301 | 8,414,350 | 11.2 | 8.9 |
| 2008 | 659,353 | 8,682,661 | 7.1 | 3.19 |

Sources: U.S. Censuses of Population and Housing

**Population Projections**

Following the 2000 US Census, the North Jersey Transportation Authority (NJTPA) estimated the Borough of Spring Lake's population to be 3,610 residents in 2005. They anticipate that number to increase to 3,640 by 2010 (see Table 3 below). By 2015 the NJTPA estimates that the Borough population will continue its slow and steady gains in comparison to the population recorded in the 2000 Census. **Table 3** (below) illustrates population estimates for the Borough of Spring Lake that has been projected by the North Jersey Transportation Planning Authority (NJTPA) through the year 2030.

**Table 3: Population Projections for the Borough of Spring Lake: 2005-2030**

| Year | Population | % Change |
|---|---|---|
| 2000 | 3,570 | 1.12 |
| 2005 | 3,610 | 0.83 |
| 2010 | 3,640 | 0.27 |
| 2015 | 3,650 | 0.27 |
| 2020 | 3,660 | 0.27 |
| 2025 | 3,660 | 0 |
| 2030 | 3,660 | 0 |

Source: NJTPA

**Age**

The population estimate for Spring Lake in 2000 was 3,567. It should be noted that the under 5 years cohort contained the most growth between the years 1990 and 2000. The working class age (ages 21 to 64) cohort decreased to 8.29% during the ten-year period between 1990 and 2000. Based on the US Census Data, the overall median age in the Borough grew marginally as Spring Lake's median age in 1990 was 46.3, compared to 47.7 years of age in 2000. Spring Lake residents who were fifty five (55) years of age or older made up over a third of the population at 37.92 % in 2000. A breakdown of the Borough's population by age is illustrated below in **Table 4**.

**Table 4: Age Distribution of the Population Borough of Spring Lake: 1990 & 2000**

| Age Group | 1990 | 2000 | % Change |
|---|---|---|---|
| Under 5 years | 133 | 205 | 54.1 |
| 5-19 years | 564 | 619 | 9.75 |
| 20-64 years | 2,013 | 1,846 | -8.29 |
| 65 years and over | 789 | 897 | 13.6 |
| Total | 3,499 | 3,567 | 1.94 |

Sources: U.S. Census, 1990 and 2000

**Racial Composition**

The results of the US Census in 1990 and 2000 indicated that the racial composition of Spring Lake **(Table 5)** remained quite stable during this time period. At over 98%, the Borough's White population comprises the vast majority of residents in Spring Lake. Subsequently, although residents of other races did increase (Black/African Americans increased from 3 to 12 and "Other" racial groups increased from 6 to 22), these groups combined still comprise only 1.23% of the Borough's population. In addition, the Borough's Asian population remained unchanged.

**Table 5: Spring Lake Borough Racial Composition 1990-2000**

| Race Group | 1990 | 2000 | Percent Change (%) |
|---|---|---|---|
| White | 3,476 | 3,523 | 1.35 |
| Black/African American | 3 | 12 | 3 |
| Native American | 4 | 0 | -1 |
| Asian/Pacific | 10 | 10 | 0 |
| Other (Including 2 or more Races) | 6 | 22 | 266.67 |
| Total | 3,499 | 3,567 | 1.94 |
| Sources: 1990 US Census, 2000 US Census | | | |

**Education**

As show in **Table 6**, during the decade between 1990 and 2000, the Borough of Spring Lake experienced a dramatic increase in residents who hold a Bachelor's or Professional level of education. There was an 8.36% increase in Bachelor's degree holders than those who held a graduate or professional degree. The Borough saw a decrease in the number of people who had attended high school and did not obtain a high school diploma or the equivalent for the time period between 1990 and 2000.

| Table 6: Educational Attainment 1990-2000 Ages 25 and Older | | | |
|---|---|---|---|
| **Educational Group** | **1990** | **2000** | **Percent Change (%)** |
| Less the 9th grade | 65 | 13 | -80 |
| 9th to 12th grade, no diploma | 164 | 78 | -52.4 |
| High School graduate (or equivalent) | 524 | 440 | -16.03 |
| Some college, no degree | 525 | 393 | -25.14 |
| Associates Degree | 289 | 130 | -55.01 |
| Bachelors Degree | 589 | 855 | 45.16 |
| Graduate/Professional degree | 505 | 691 | 36.8 |
| Total | 2,661 | 2,600 | |
| Sources: 1990 US Census, 2000 US Census | | | |

**Housing Stock**

The median housing unit cost in the Borough of Spring Lake, according to the 2000 U.S. Census was $638,200. The Borough's housing stock holds significantly more value than the median value of homes when compared to the United States as a whole, as well as the State of New Jersey, which is illustrated within **Table 7**, below:

| Table 7: Median Home Values 2000 & 2007 | | | | |
|---|---|---|---|---|
| **Year** | **United States** | **New Jersey** | **Monmouth County** | **Spring Lake** |
| 2000 | $163,900* | $231,728*** | $325,990*** | $638,200*** |
| 2007 | $229,100** | $415,000*** | $516,172*** | Not Available |
| Source: * 2000 US Census<br>** US Census Website: http://www.census.gov/const/uspricemon.pdf<br>*** New Jersey Builders Association:<br>http://www.njba.org/housingData/medianPrices.asp | | | | |

The breakdown of the Borough's housing units by their value at the time of the 2000 US Census is provided below in **Table 8**.

| Table 8: Value of Owner Occupied Housing Units | | |
|---|---|---|
| **Price** | **Number of Units** | **Percent** |
| Less than $50,000 | 0 | 0 |
| $50,000 to $99,999 | 0 | 0 |
| $100,000 to $149,999 | 0 | 0 |
| $150,000 to $174,999 | 0 | 0 |
| $175,000 to $199,999 | 8 | 0.73 |
| $200,000 to $249,999 | 31 | 2.83 |
| $250,000 to $499,999 | 371 | 33.94 |
| $500,000 to $999,999 | 424 | 38.79 |
| $1,000,000 or more | 259 | 23.69 |
| Median (dollars) | 638,200 | (X) |
| **Total Owner-Occupied Units** | **1,093** | **100.0** |
| Source: 2000 US Census | | |

**Table 9** represents the percentage of houses (owner-occupied) constructed during past decades. In conjunction with the rapid development of the 1950's and 1960's, the largest percentages of Spring Lake Borough's housing units were constructed in the 1950's. The number of housing units constructed has steadily decreased in every decade except in the 1980's when it grew slightly from 4.1% to 7 %. Most recently, due to Spring Lake's generally built out nature, during the decade between 1990 and 2000 only 9.3% of the total housing stock in Spring Lake Borough was produced.

| Table 9: Age of Housing Stock | | |
|---|---|---|
| **Year Built** | **Number of Units** | **Percent** |
| 1999-2000 | 8 | 0.7 |
| 1995-1998 | 45 | 3.9 |
| 1990-1994 | 55 | 4.7 |
| 1980-1989 | 81 | 7.0 |
| 1970-1979 | 48 | 4.1 |
| 1960-1969 | 71 | 6.1 |
| 1950-1959 | 152 | 13.1 |
| 1940-1949 | 81 | 7.0 |
| 1939 or earlier | 620 | 53.4 |
| **Total** | **1,161** | **100.00** |
| Source: 2000 US Census | | |

This decrease in housing production is due to the limited developable property as previously stated, which lends itself to the development of sub dividable lots and teardowns of existing structures. In many cases these teardowns are of residential structures that could be classified as historical structures or identified as architecturally significant structures, which residents and visitors identify with the image of the Borough of Spring Lake. According to Table 9, seventy-three (73%) of all homes in Spring Lake were constructed prior to 1960. In many cases these homes, were designed for families years ago do not function for current families, whether it is an undersized master bedroom, the lack of additional bathrooms or an outdated layout. This leaves property owners with the option to rehab the older home or construct a new home on the existing lot. Since the 2000, 138 structures have been demolished, of which all but one where residential dwellings. There was a single mixed use building demolished in the downtown in 2007.

**Tables 10** and **11** given below depict the housing characteristics of the Borough and the changes it has undergone since 1990. Housing vacancy dropped by ten percent (10.01%) from 519 in 1990 to 467 in the year 2000. The number of single- family detached units increased by four percent (3.6%), while the two (2) and multi-family attached units decreased in number considerably. The Non-Family households in the Borough increased by almost three (3) percent since 1990 and simultaneously, the household size decreased from 2.53 in 1990 to 2.43 in 2000.

**Table 10: Housing Characteristics**
**Borough of Spring Lake: 1990 & 2000**

| Occupancy and Tenure | 1990 | 2000 | Percent Change |
|---|---|---|---|
| Occupied Housing Units | 1371 | 1463 | 6.71 |
| Owner Occupied | 1075 | 1161 | 8.0 |
| Renter Occupied | 296 | 302 | 2.02 |
| Vacant | 519 | 467 | -10.01 |
| Seasonal/Recreational/Occupational | 407 | 376 | -7.61 |
| **Type and Household Size** | | | |
| Type | **1990** | **2000** | **Percent Change** |
| Family Households | 959 | 983 | 2.5 |
| Non-Family Households | 412 | 480 | 16.5 |
| Source: 2000 US Census | | | |

| Table 11: Residential Units by Type of Structure<br>Borough of Spring Lake: 1990 & 2000 | | | |
|---|---|---|---|
| **Type<br>Units in Structure** | **Number of<br>Units-1990** | **Number of<br>Units-2000** | **Percent (%)<br>Change** |
| 1, detached | 1661 | 1722 | 3.6 |
| 2, attached | 28 | 5 | -82.14 |
| 2 | 63 | 53 | -15.87 |
| 3 or 4 | 31 | 23 | -25.80 |
| 5 to 9 | 6 | 6 | 0 |
| 10 to 19 | 43 | 18 | -58.13 |
| 20 to 49 | 0 | 0 | 0 |
| 50 or more | 0 | 90 | N/A |
| Mobile home or trailer | 0 | 7 | 0 |
| Other | 58 | 6 | -89.65 |
| | **Total=1,890 Units** | | **Total= 1,930 Units** |
| Source: 2000 US Census | | | |

As seen in Table 11 above, the majority of the residential structures in Spring Lake are single-family units, which account for ninety one percent (91%) of all residential structures in the Borough. The next largest type of residential structure is the structure with fifty (50) or more units. (Essex and Sussex Senior Housing)

## LAND USE ELEMENT

### Introduction

The Land Use Plan Element establishes long-range goals for the land use in terms of the types of land uses that are encouraged as well as appropriate densities within the Borough. The Land Use Plan serves as the foundation and basis for the zoning ordinance, which, in accordance with the Municipal Land Use Law (MLUL), should be substantially consistent with an adopted Land Use Plan.

According to the MLUL at NJSA 40:55D-28, a master plan must include a "statement of objectives, principles, assumptions, policies and standards upon which the constituent proposals for the physical, economic and social development of the municipality are based." This statement is often expressed as a series of goals and objectives. The goals and objectives for this Land Use Plan Element, as well as the Statement of Goals and Objectives articulated earlier, provide a foundation for this and other plan elements that comprise much of the remainder of this document.

### Goals & Objectives

**The Goals of the Land Use Element are as follows:**

1. Provide a balanced land use pattern that preserves residential neighborhoods, strengthens the vitality of commercial districts, preserves and addresses parks and open space, protects environmentally sensitive natural features, accommodates community facilities and enables local/regional circulation.

2. Prevent, to the maximum extent practicable, the intrusion of nonresidential uses into residential neighborhoods.

3. Maintain existing residential neighborhoods as attractive, high quality areas and ensure that renovations and new construction are compatible with existing neighborhood character.

4. Encourage a mix of quality commercial uses, retail, and entertainment/dining to create a more vibrant Third Avenue District that will service both local and regional markets.

5. Evaluate existing development patterns and zones within established neighborhoods and commercial districts in order to make recommendations for zoning changes if warranted, while paying particular attention to overall residential densities.

6. Encourage participation of adjoining municipalities in Spring Lake’s planning process in order to ensure that those planning initiatives that transcend municipal boundaries can be adequately addressed.

**The Objectives of the Land Use Element are as follows:**

1. Evaluate and recommend, if required, revisions to the Borough's current Land Use Ordinance to encourage the maintenance of traditional neighborhood elements such as sidewalks, front porches, public spaces, green spaces, and street trees, and to resolve existing problems that have been identified by the Planning Board.

2. Recommend changes to the Borough's Zoning Ordinance in order to reduce the risk of flooding, improve water quality and manage stormwater. Specific areas for evaluation should include impervious lot coverage and/or building coverage.

3. Encourage the restoration of historic buildings within the Borough in order to strengthen the harmony and appearance of the Borough.

4. Ensure that all new construction and alterations and/or renovations fit harmoniously with the historic and classic architectural character of the Borough.

**EXISTING CONDITIONS**

As the separation, mixture, and development of land uses in a municipality determine to a large extent how a town feels and functions, it is imperative to review the Zoning and Land Use Plan that Spring Lake developed through its last Master Plan in 1974 and compare it with the Spring Lake of the present day.

The pattern of Spring Lake's current land uses, as established by the 1974 Zoning and Land Use Plan, as well as the Borough's current zoning, has been mapped in a Geographical Information System (GIS) and is included within this report as **Figures 1, 2, and 3**. As illustrated on these Figures, Spring Lake has a land use pattern that is predominantly residential in nature. It should be noted, however, that over the years the Borough has experienced a significant transformation from primarily a resort and summer community to a year-round bedroom community, but one, which still receives large numbers of visitors during the summer season.

Despite the transformation that has taken place over the past several decades, there are notable differences between the Borough's 1974 Zoning and Land Use Plan when compared to Spring Lake's current zoning and land uses. The first difference can be seen in the vicinity of Devine Park and the Train Station. According to the 1974 Land Use Map, this area was proposed to be an office commercial zoning district (OC). In addition, the area just north of this district, in the area along the Borough's border with Spring Lake Heights from Passaic Avenue moving north past Brighton Avenue, was recommended to be a Wholesale/Warehouse Commercial Zoning District (WC). These areas are illustrated on **Figures 2 and 3**. However, despite the recommendation for zoning changes in these areas, they have remained both R-2 (Single Family Residential) and GC (General Commercial).

The final significant difference between Spring Lake's 1974 Plan and the current zoning relates to the Essex and Sussex Hotel property as well as parcels in and around the site. In the 1974 Plan, the Borough identified the Essex and Sussex property and surrounding parcels as R-3 (Single Family Residential 11,250 sq. ft. per Dwelling Unit) Zoning District. However, Spring Lake's current zoning finds the Essex and Sussex part of a special CS-SC (Common Services Residence-Senior Citizen) Zoning District for the redevelopment of this site as a luxury senior condominium. This is the result of recent litigation involving the E&S property. In addition, the current R-3 zoning district was moved farther north terminating at Warren Avenue.

The Borough of Spring Lake contains within its borders 1.7 square miles or 1,088 acres of land. That number is broken down into 1.3 square miles or 832 acres of land area and 0.4 square miles or 256 acres of water. The Borough is located within Southeastern Monmouth County. The Borough, over the past several decades, has approached full build-out, however, as typical for many mature suburban communities, in recent years Spring Lake has been evolving as a community. As a result, while the inventory of developable parcels has not changed substantially over the past 25-30 years, a number of land use changes have occurred that have had an impact on the land use character of the community.

The Borough of Spring Lake is comprised of a variety of land uses including residential, commercial and public uses. Information on the total acreage of land developed for various uses, as well as remaining vacant land, is compared for the years 1972 and 2008 in the following table:

**Table 12: Land Use Distribution**

| Land Use Categories | Acreage 1972 | Percent of Total | Acreage 2008 | Percent of Total |
|---|---|---|---|---|
| Residential | 376.4 | 34.60 | 440.24 | 40.46 |
| Commercial | 40.1 | 3.68 | 21.35 | 1.96 |
| Public and Quasi Public | 140.2 | 12.89 | 221.03 | 20.32 |
| Vacant | 19.9 | 1.83 | 14.97 | 1.38 |
| Water | 256 | 23.53 | 256 | 23.53 |
| Other | 255.4 | 23.47 | 134.41 | 12.35 |
| **Total** | **1088** | **100** | **1088** | **100** |

Source: NJPM Tax Date, Spring Lake Borough 2008

Historically, the dominant land use within the Borough has been and continues to be residential, predominately single-family detached housing units. However, the percentage of total area devoted to residential land uses has increased from 1972 to 2008 by 63.84 acres. Commercial land uses have declined since 1972 by approximately

19 acres, reducing the overall percentage of commercial development from 3.68 percent in 1972 to 1.96 percent in 2008.

While commercial land uses have declined over the past 35 years, the amount of land area dedicated to public and quasi-public uses has increased from 140.2 acres in 1972 to 221.03 acres in 2009. A significant portion of that increase in open space was the creation of Marucci Park. Unfortunately, these types of land uses do not typically contribute to the Borough's tax base and as a result place a larger burden on the residential tax base within the Borough. Finally, Spring Lake's inventory of vacant properties has diminished over the past 35 years, leaving only 14.97 acres or 1.38 percent of the Borough as undeveloped property. As such there are few opportunities for new development within the Borough.

## EXISTING ZONING

Zoning is a legal tool for regulating development. In general, zoning ordinances control the types of uses, as well as their layout and intensity. Zoning is expressed through text regulations as well as a map delineating various zone districts. The New Jersey Municipal Land Use Law (MLUL) permits municipal governing bodies to adopt a zoning ordinance. According to the MLUL, a zoning ordinance generally must be "substantially consistent" with the municipality's master plan.

Permitted uses in New Jersey include principal uses (the primary use of a property), accessory uses (only permitted in conjunction with a principal use), and conditional uses (permitted only if certain criteria are met). The Borough's Zoning Ordinance includes six zone districts: three single-family residential districts (R-1, R-2, R-3), two commercial zone districts (GC & RC) and a common services district (CS-SC or Essex & Sussex). The various zoning districts in the current Borough's Zoning Ordinance are shown on **Figure 2** and are described below.

## RESIDENTIAL USES

Nearly 95 percent of the total parcels in Spring Lake are classified as single family residential. While there are several two and three family units, most of the multifamily is contained in the Essex and Sussex Senior Housing site. According to the US Census, the housing stock in Spring Lake is relatively old; approximately 50% of the housing stock being built prior to 1940. However despite the age of the housing stock, Spring Lake's housing stock is in excellent condition and homes are well maintained and exhibit fine and attractive architectural detailing of the period.

Spring Lake has three (3) separate single-family residential zones permitted, including the R-1, R-2 and R-3 single-family district zones. All three residential zones principle permitted uses include: one detached dwelling per lot, public playgrounds and parks, churches, public and private schools, and community residences. The permitted accessory uses for the same zones include: attached and detached private garages, tools

and storage sheds, greenhouses, gazebos, pools, cabanas, decks, patios, fences, swimming pools, signs and off-street parking.

Land values in Monmouth County, specifically the Borough of Spring Lake, have increased significantly over the course of the past decade. This has resulted in a large number of existing residential dwelling units being purchased and ultimately torn down and replaced with new residences. In most instances the new construction is much larger than the existing housing units. As a result, the issue of teardowns and over development has risen to the forefront of the issues and concerns within the community. In addition to the property values, there is continuing pressure for single-family homes to be expanded, along with a desire by many families to modernize their homes. Today, even for families of a moderate size, a fourth bedroom is often considered the norm. An additional full bathroom is also desired, particularly in the form of a master bedroom/bathroom suite. A larger kitchen with more space for more appliances (freezers, dishwasher, and a second sink) and an eat-in area within the kitchen is desired. The addition of a family room, apart from the living room, is the norm. Finishing basements, and transforming them into children's recreation rooms or entertainment spaces, is also commonplace. Finishing attics, sometimes via adding dormers to accommodate an extra bedroom, is another typical form of expansion. If the Spring Lake housing stock is to stay current with the needs of modern families, to retain their utility and their worth, and to allow for a continual turnover from shrinking families and aging households to younger families, such changes should be recognized and embraced. Important, however, is the need for such expansion to be accommodated in a manner, which respects neighborhood scale, character, and the privacy, as well as the use and enjoyment of adjacent or neighboring single-family residents.

Beyond these smaller renovations and expansions of more modest proportions, is another trend in the Borough, which for many is having a substantial impact on the community's inherent physical character. This is the substantial expansion in the size of existing single-family homes, either through additions and renovations-often doubling the size of the existing home or the total demolition of a home, and the rebuilding of a far larger single-family home in its place. Many aspects of this trend are positive. Such housing obviously fulfills the housing needs and desires of new families moving into the community, keeping pace with regional trends and modernizing older homes. However, this trend also has given rise to concerns relating to the transformation of neighborhood and aesthetic character.

Whereas the more moderate expansions-adding a second bathroom or family room and eat-in kitchen, or finishing a basement or dormering an attic, can occur without transforming the scale and architectural character of the home or neighborhood in which it takes place, the larger expansions or teardowns have in many cases totally transformed the scale and character of the home. This in turn has altered the once homogeneously scaled neighborhoods in Spring Lake, where the size and architectural character have tended to be fairly uniform and harmonious. The sudden introduction of one (1) or more such large and different-looking homes into such neighborhoods, a trend that is also occurring throughout the region and in many parts of the country, has

drawn opposition from existing residents where homes are at times dwarfed or overwhelmed by the scale or architectural styling of the new or renovated homes. However, members of the Spring Lake community appear to be divided as to whether these newer homes set a new and positive precedent and image for Spring Lake, or create cause for concern. Conclusions on appropriate limits to the size of houses in existing residential neighborhoods need to be developed.

The Borough of Spring Lake has one special designation district that is identified as the Common Services Residence Senior Citizen CS-SC, commonly referred to as the Essex and Sussex. The purpose of the CS-SC district is to permit construction of luxury common service residences for senior citizens in the Borough. The permitted uses are: luxury senior residences at a gross density of 55 units per acre, whose occupancy is limited to persons age 62 and older with a communal dining facility and single family detached houses in accordance with the standards of the R-3 District. Accessory permitted uses, only permitted in the CS-SC district, include and are limited to: beauty parlor, barber shop, bank branch, automatic teller, convenience store, newsstand, exercise room, recreational and social facilities and a common kitchen, all of which are for the sole use of the residents. In addition, off-street parking and signs are permitted accessory uses.

The Borough's 2001 Master Plan Re-examination report stated that the "Land Use Element of the Master Plan be amended to designate the Essex and Sussex Hotel property as 'CS-SC' to be consistent with the zoning amendment adopted in 1998 pursuant to the Court approved settlement agreement."

Since this reexamination, the Essex and Sussex hotel has been converted from a hotel into an upscale senior care condominium facility equipped with 165 studio, one-bedroom, and two-bedroom suites. Residents of the Essex and Sussex now receive three meals a day, as well as weekly housekeeping. Amenities include a health club, retail stores, a piano bar, cocktail lounge, and a library. Through this renovation and redevelopment, the Essex and Sussex avoided the fate of two other large historic Borough hotels: the Warren Hotel was razed in 2001, and the Monmouth Hotel was demolished in 1975. The parcels on which these two historic hotels formerly now contain single-family residential homes, keeping in line with the provisions of the Borough's adopted R-3 (Single Family Residential Zoning District), while the Essex and Sussex parcels were redeveloped under the zoning provisions of the parcels CS-SC (Common Services Residences-Senior Citizen District) designation that has added to the Borough's ordinance per the court ordered settlement agreement noted above.

**Residential Recommendations**

1. The Borough's current ordinance requires each corner lot to have two front yards with a minimum front yard setback requirement of 25 feet. As the Borough maintains a large number of 50' x 150' lots, compliance with this

requirement is difficult for most residents. This has been especially evident from both a zoning as well as a code enforcement perspective within the R-2 zoning district. Any amendment to this requirement would need to balance the Borough's desire to encourage reasonably sized dwellings on corner lots while, at the same time, minimizing the potential for tear-downs and subdivision, and most importantly minimizing the negative impact and administrative requirements to the residents. As this is a common problem among shore communities, BEI has investigated the approach taken by some of the Borough's surrounding communities in order to provide a few recommendations on how best to address the situation in Spring Lake. Several options are identified below:

a. First, in order to minimize the risk of subdivision some, communities have increased the minimum lot width for corner lots from 50 feet to 75 feet, thereby forcing a variance situation should an applicant propose to subdivide a lot that is 100 feet wide. While this approach will reduce the number of conforming minor subdivisions within the Borough, it would render a large number of existing lots, specifically within the R-2 zoning district, as non-conforming. Should the Borough decide to implement this ordinance amendment, it is recommended that the ordinance include a grandfather provision that would enable lots that conform to the ordinance prior to the amendment to maintain their conformity provided that no further subdivision of the property would be permitted. This would enable a homeowner to put up a fence, or shed without applying to the zoning board of adjustment for a variance, provided that the fence or shed is conforming.

b. A second ordinance amendment alternative is to have an applicant determine the actual "primary front yard" of the property based upon the location of the home's front door or the location of the mailbox. The second front yard would maintain a reduced setback requirement similar to a side yard setback requirement. An example of this methodology can be found within the Borough of Manasquan, where the front yard setback requirement is 25 feet, similar to Spring Lake, however the setback requirement for the second front yard is reduced from 25 feet to 15 feet thereby enabling a reasonably sized building envelope on those lots that are 50 feet wide. This amendment would enable larger structures on existing properties and would alter the prevailing setbacks in established neighborhoods.

c. A third option (assuming a 15 and 25 foot front yard setback on corner lots) is to require a certain percentage or length of the corner lot structure to be recessed on the 15 foot front, while then transitioning the setback more towards the adjacent property setback. This allows a compromise by allowing additional developable area on a corner lot, deterring the development of a long narrow house, and adding architectural interest to the façade. It is recommended that an evaluation

of the properties within each zoning district be performed in order to determine whether such a provision would be a benefit to the community.

2. In order to promote the construction of front and side yard porches, the Borough of Spring Lake, may be interested in preparing a Porch Encroachment Ordinance. The porch encroachment ordinance would allow for an applicants porch to encroach beyond the front and side yard setback for the establishment of a porch, which has been identified as a Goal of this Land Use Plan. The permitted encroachment beyond the setback lines should be specific to each zoning district so as to ensure that any construction would be consistent with the size and scale of the existing development and lot size within the specific zoning districts.

3. Existing zoning parameters provide requirements for buffers between residential and non-residential uses ranging from five to ten feet in width. It is recommended that the Borough review the existing buffer requirements that have been adopted to ensure that adequate area and planting are required between incompatible land uses, specifically in areas adjacent to single-family dwelling units.

4. As identified through various stakeholder meetings, the recent trend of tearing down existing building stock, only to replace it with structures that take advantage of every available inch of developable space within the lot, has created an inconsistent development pattern within the community. This is of particular concern within the Borough's R-2 and R-3 zoning districts. These districts maintain smaller lots on which large homes have been constructed. In order to address this continuing issue, the Borough may want to consider adopting revised zoning standards relative to building coverage and height.

   Currently the Borough's Area and Bulk Standards, identified within the Land Use Ordinance, do not reconcile the maximum permitted building height to the other zoning parameters permitted within the various zoning districts. An adjustment of the maximum permitted building height creating a direct relationship between the lot area and setback provisions and the height should be considered. This would enable a consistent land use pattern that would maintain a sense of scale between the existing housing stock and any new construction. However, it is important to remember that being located along the Coastline of the Atlantic Ocean places a good portion of the Borough within the flood hazard areas. State regulations require that development be located above the floodplain, which requires in certain circumstances for the finished floor of the first story to be elevated. Therefore any ordinance adjustment needs to marry the need to maintain a sense of scale and consistency of established neighborhoods with compliance with State regulatory requirements.

   Scale and consistency with existing building stock extends beyond just the height of new structures. The architectural design of newly constructed housing

units is of equal importance. It is recommended that the Borough adopt design standards that would require architectural details along all facades, rather than just focusing on the front façade. The introduction of design requirements, such as requiring bump-outs, fenestrations and other types of architectural details, would minimize the potential of having one-dimensional walls that may create adverse impacts on properties in and around the new construction. Adding these types of provisions would serve to reduce the visual impact of homes and/or structures that are located adjacent to a side yard property line, as well as promote adequate light, air, open space, and a more desirable visual environment.

5. Research should be conducted on how to create/enforce an incentive program that gives owners or prospective buyers of property "carrots" to either rehabilitate or preserve, or possible even move, historic homes in the Borough to protect the architectural and historic integrity of Spring Lake.

6. It is recommended that the Borough of Spring Lake consider adopting provisions to limit the maximum continuous wall length for a side yard. Adding such a provision would serve to reduce the visual impact of homes and/or structures that are located adjacent to a side yard property line as well as promote adequate light, air, open space, and a more desirable visual environment.

7. As many smaller lots in the Borough are transitioned into larger single lots through consolidation, the Borough may wish to conduct an analysis of the lots in the R-2 zone to determine the viability of re-zoning these areas into larger lot zoning of R-1. A zone change should only be made if it is determined that the said change in zoning will not create a substantial amount of non-conforming uses. Should the Borough decide to implement this ordinance amendment, it is recommended that the ordinance include a grandfather provision that would enable lots that conform to the ordinance prior to the amendment to maintain their conformity

**COMMERCIAL DISTRICTS**

The Borough's commercial properties are located primarily in the two designated areas as discussed below, however there are scattered pre–existing commercial lots throughout the Borough including restaurants, bed and breakfasts and service oriented uses that coexist with the surrounding residential zoning. While there exist scattered commercial uses throughout the Borough, it is recommended that any future commercial development be limited to the existing zones permitting it. Many shore communities permit commercial uses along Ocean Avenue. Spring Lake is encouraged not to permit such uses along the oceanfront, but rather encourage the development/redevelopment of its existing commercial corridors.

The Borough has two business zones: the R-C -Retail Commercial Zone primarily oriented to retail uses and the G-C General Commercial Zone. A wide range of commercial uses are permitted as principal uses in both zones including retail sales of

goods and services; restaurants; banks; professional offices and business offices, office buildings, and office storage facilities, except on street level properties on Third Avenue; theatres; automobile sales (new car dealers) only in the GC Zone; wholesale distribution centers and warehouses, only permitted in the GC zone; and detached dwellings according to the R-2 Districts in the GC zone only. Permitted accessory uses in the R-C and G-C zones are those uses customarily incidental to the permitted principal uses, signs and off-street parking and loading. While the two (2) zones may allow many similar uses, the area and yard requirements are significantly different, as the minimum lot size in the GC District is 7,500 sqft, while the minimum lot size in the R-C District is 2,500 sf, which reflects the additional larger type of development permitted in the G-C District, such as warehousing, auto dealers and single family homes.

**Recommendations**

1. **Bed And Breakfasts:** The Borough's 1974 Master Plan had designated Bed and Breakfast uses within the Borough as non-permitted uses, thereby requiring any applicant interested in establishing or expanding this type of use to go before the Borough's Zoning Board of Adjustment. Throughout the course of the 2007-2010 Master Plan process it has become evident that there has not been an establishment of an alternative approach to these types of uses over the past years.

   Since the designation of B&B's as non-permitted uses in 1974, the Borough has not pursued any policy changes to either curtail or revitalize these facilities. However, maintaining the Borough of Spring Lake's Bed And Breakfast (B&B) establishments serves to preserve the historic and architectural charm of the Borough, diversifies the economy, and maintains the tax base. The Borough should develop a strategy to encourage the preservation of the remaining B&B establishments. In addition the Borough should update the current ordinance to include a definition of Boarding Homes and Bed and Breakfasts. Bed and Breakfasts differ from boarding homes in that that B&B's are transient accommodations, with guests rarely staying longer than a few nights and typically with food service for breakfast only.

   If the Governing Body decides in the future to designate B&B's as a permitted use, the Borough's zoning regulations should address parking requirements, the number of rooms that can be rented out, signage, requirement of owners to live on the premise, limit the length of time guests can stay or even limiting the meals served.

2. **Downtown**: The strategic revitalization of the Borough's Third Avenue Business District has been of paramount concern throughout the course of the 2007-2010 Master Plan process. As mentioned earlier, that wide range of commercial uses such as retail sales of goods and services and professional and business offices and office storage buildings are permitted in the area. It is recommended that retail uses be permitted only on the first floor, and office

uses only be permitted on the second and third floors. In order to generate activity and excitement in the district, allowing office uses on the ground floor will not encourage activity during evening and weekends.

While current zoning allows a height of forty feet (40') in the downtown, it is recommended that if any changes to current zoning allow office uses above the ground floor, the allowable height of these proposed buildings should be evaluated. Any such development must also consider the impact to current and future parking conditions and the potential COAH impacts on the Borough.

In addition the Borough should investigate revising the current bulk standards for the RC Zone, which would potentially allow for development of new buildings that could support onsite parking needs. Existing standards exceed the ability to provide parking.

As the downtown is a key, centrally located destination in the Borough, Spring Lake should develop a system of "linking" the downtown to other important areas of town by means of wayfinding, marked walking and biking trails and information kiosks located throughout the Borough. Additional details and recommendations for the downtown are included in the Economic Development section of the master plan.

3. **Train Station:** The Borough of Spring Lake is encouraged to consider initiatives to revitalize the commercial core near the train station. Such initiatives would allow the Borough to formulate a plan for this portion of Spring Lake that has seen its commercial land uses/facilities continue to decline over recent decades. Revitalizing the commercial area proximate to the train station would help in potentially expanding the Borough's tax base.

4. Suggest the elimination of wholesale distribution centers, warehousing and auto dealers as a permitted usein the GC Zone.

## PARKS AND OPEN SPACE

There are three municipally owned parks in Spring Lake as well as three large water bodies, including Lake Como, Wreck Pond and Spring Lake, in addition to fifty-four (54) acres of beachfront, which are discussed in more detail in the Conservation, Recreation, and Open Space Plan Element of this master plan. The largest park in Spring Lake is Devine Park; this 26.05-acre park that is centrally located and includes Spring Lake, also serves as the backdrop or visual termination for the Third Avenue Business District. The parks provide a myriad of active recreational facilities and athletic fields, as well as passive open space, and environmentally sensitive lands set aside for conservation.

## ADDITIONAL RECOMENDATIONS

### Street Trees

Protecting, planting and preserving trees in Spring Lake will serve to maintain the traditional look and feel of the Borough. To ensure that Spring Lake's famed tree-lined streets remain so, the Borough is advised to review the current Borough-initiated Street Tree Program and Section Code 356 (Trees) which sets forth standards for the removal, replacement, and preservation of street trees. Efforts should be made to work with the utility authorities when trimming trees around wires in order to reduce unnecessary and aggressive trimming of branches. Utility wires should be placed underground and utility installation should utilize existing utility poles for new construction or new service. The goal is to ensure that these standards are providing the adequate amount of protection, and that these provisions are being enforced to the maximum extent practicable.

### Design Standards and Historical/Architectural Review

The Borough of Spring Lake is encouraged to establish a Historical Commission, or Architectural Review Board, as an advisory body, to review all land development and building plan applications so as to assist in keeping the character and identity of Spring Lake. This advisory board would have the ability to make recommendations for design changes to help encourage building proportions, architectural styling and preservation techniques that are compatible with the surrounding neighborhood. A more detailed description of the Borough's historic preservation goals, objectives and recommendations is found in the Historic Preservation Element of this document.

### Design Handbook

Through the Borough Council, Planning Board, Preservation Alliance, the Business Improvement District and other community groups, the Borough of Spring Lake is encouraged to create a handbook for the redevelopment and/or preservation of properties in the Borough. The handbook would provide planning and design ideas, best management practices, and successful case studies of revitalization and/or preservation. This handbook could be used to illustrate methods for blending new structures/additions into the unique character of Spring Lake and would serve as an educational tool for homeowners, architects, elected officials, realtors, and others. For ease of use and access, it is suggested that any design handbook be made available on the municipal website.

### Limited State and County Support

Through interaction with the Borough's elected officials and professional staff, it has become evident that Spring Lake is not satisfactorily securing grant monies that are available from both County and State initiatives for other public improvement/planning projects such as, Special Improvement Districts, Transit Villages, Eco Tourism and Historic District designations. Through this Master Plan effort, these planning related

initiatives will be applied to the Borough of Spring Lake to gauge the feasibility of Spring Lake obtaining additional grant funding for the initiatives listed above, and other items such as Parks and Recreational upgrades that may be available.

In addition, through this Master Plan effort the Borough is encouraged to become an active participant in the State of New Jersey's Plan Endorsement process. The State's Plan Endorsement program encourages municipalities to engage in cooperative regional planning and ensures that municipal, county, regional and State Agency plans are consistent with the State Development and Redevelopment Plan and with each other. An endorsed plan entitles municipalities and counties to a higher priority for available funding, streamlined permit reviews, and coordinated state agency services. However, it should be noted that obtaining Plan Endorsement is quite an involved process that generally takes years rather than months to complete. The link to the "Plan Endorsement Assessment Report Template for Municipalities" is:

http://www.nj.gov/dca/osg/docs/municipaltemplate.pdf

Because of Spring Lake's location at the bottom of the watershed and its proximity to the ocean, the Borough is faced with flooding concerns. The Borough should continue to work with the State and County agencies to reduce and mitigate local flooding by encouraging regional flood studies and control.

The Borough is encouraged to apply "Green" designs and maintenance concepts to public spaces and parks, where feasible.

**Municipal Property and Open Space Zones**

The Borough may wish to create two additional zones in town to identify all municipally owned and held for municipal use; municipally owned and held for outdoor recreation and open space/conservation use.

**MOVING FORWARD**

As Spring Lake moves forward with evaluating the merits of alternative ordinance amendments to improve the Borough's Land Use Code, it is important for the Spring Lake community to be involved in each step of the process.

In order to make the impacts of the proposed alternative amendments more evident to the public at large, the Borough is encouraged to involve the public in workshops that include visual renderings and pictures. This will allow the residents to make informed decisions regarding what alternatives are available to the Borough to improve items such as lot coverage, corner lots, architectural breaks/ styling, etc.

It should be noted that all Land Use Ordinance and policy revisions that are considered by the Borough should be accomplished with the assistance of qualified legal counsel. The intent is to ensure that the legal ramifications of any alternatives being considered are fully disclosed.

# ECONOMIC DEVELOPMENT ELEMENT

## Introduction

The Economic Plan Element evaluates the economic, employment and income trends and projections in the municipality comparatively with those of Monmouth County and the State of New Jersey. The strengths and weaknesses of the local economy are then evaluated in order to identify areas in need of improved land development, traffic patterns, infrastructure and design elements in order to maintain and enhance the stability and diversity of the Borough's economic structure. This economic plan discusses the most pressing concerns of the Borough's' residents, identifies strategies and recommendations on how the community can improve its capacity to grow and develop economically, socially and culturally, while maintaining the characteristics that make the Borough of Spring Lake a great place to live, work and play.

Many aspects of economic development, including the regional labor force, the availability of private sector financing and market demand, are clearly beyond the control of the Borough. Other aspects are under the Borough's jurisdiction, most notably the zoning regulations, which control how much land is available for commercial use and at what density. The Borough also provides and directs spending for roadways and other physical infrastructure to support local businesses.

The economic plan draws upon the other elements of the master plan, particularly land use and circulation, to implement the economic objectives which are targeted at retaining and supporting the existing base while also providing opportunities for reasonable expansion and the introduction of new businesses. There are two overall themes that the economic plan seeks to address:

***Direction and Clarity –*** Develop a plan by identifying areas appropriate for any new and infill commercial development to avoid conflicts with neighboring residential neighborhoods and create a vision for the future of the downtown

***Mobility and Access –*** The ease with which employees and customers can access a business can greatly influence the success or failure of a business or its initial decision to set up shop in a particular location. The ability to expand the road system through either widening or the creation of new roads is no longer an option. The issue of parking in the downtown and the role that the provision of adequate and accessible parking facilities will play through shared parking efforts, the acquisition of additional property and the like will be of paramount importance in the successful revitalization of the downtown. Access to and from parking and the encouragement of a pedestrian-friendly environment will be key to the future success of the downtown.

## GOALS & OBJECTIVES

**Goals of the Economic Development Element are as follows:**

1. Continue to concentrate future retail and commercial development in existing retail and commercial zones.
2. Encourage the development and sustainability of a diverse mix of commercial uses and services appropriate to the needs of Spring Lake and current market conditions.
3. Provide multi-modal transportation systems to efficiently move employees, customers, and goods to and from destination points in Spring Lake.
4. Strengthen the vitality of existing commercial areas.
5. Enhance the visual design and aesthetic features of existing businesses to attract more consumers.
6. Develop parking strategies for both long and short-term parking needs within and proximate to the Borough's downtown.
7. Develop a Downtown Master Plan.
8. Encourage cooperation and cross marketing efforts between the Business Improvement District (BID) and the Chamber of Commerce.

**Objectives of the Economic Development Element are to:**

1. Identify and promote services and facilities that are necessary to support existing and future business enterprises.
2. Provide the necessary infrastructure to support business development downtown and throughout Spring Lake.
3. Capitalize on the downtown's assets and provide for an attractive, vibrant, and easily accessible downtown that will support quality business enterprises.
4. Review and, if necessary, update the Borough's' existing design standards for the RC Zoning District.
5. Undertake a comprehensive business inventory to identify any needs or issues specific to certain industry groups, establish an appropriate business mix, and identify gaps in available goods and services that could present additional business opportunities in the Borough.
6. Develop a streetscape design plan for Third Avenue to coincide with any future district improvements.
7. Promote pedestrian safety and activity in the Downtown by developing traffic calming measures (curb bump outs, cross walks, shade trees) to slow traffic in the business district.

8. Create a more synergistic relationship between Devine Park, Potter Park, and downtown by improving pedestrian and biking linkages between these and other destinations in the Borough such as the Train Station/Recreation Center, and the beach/boardwalk by improving the linkages between each.
9. Provide continued support to the Business Improvement District.

## ECONOMIC AND EMPLOYMENT CONDITIONS AND TRENDS

### Income

According to the 2000 Census of the Borough of Spring Lake, the median income of residents ($89,885) was significantly higher than the median income for Monmouth County ($64,271) or the State ($55,146). In addition, the per capita income of the Borough of Spring Lake residents was $59,445, while the Monmouth County per capita income was $31,149 and the per capita income for all New Jersey households was $27,006. Further, 44 percent of Borough of Spring Lake households earned $100,000 or more, while 28 percent of Monmouth County and 21 percent of New Jersey households earned over $100,000. A distribution of households by income for the Borough of Spring Lake and Monmouth County is presented within **Table 13**, **Households by Income**, below.

**Table 13: Households by Income (%)**

| Income ($) | Spring Lake | Monmouth County | New Jersey |
|---|---|---|---|
| Less than $10,000 | 5.1 | 5.5 | 7.0 |
| $10,000-$14,999 | 1.4 | 4.1 | 4.7 |
| $15,000-$24,999 | 3.9 | 7.8 | 9.2 |
| $25,000-$34,999 | 8.3 | 8.6 | 10.0 |
| $35,000-$49,999 | 7.8 | 12.5 | 14.5 |
| $50,000-$74,999 | 14.9 | 19.2 | 19.8 |
| $75,000-$99,999 | 14.7 | 14.4 | 13.5 |
| $100,000-$149,999 | 19.9 | 15.8 | 12.7 |
| $150,000-$199,999 | 7.3 | 6.0 | 4.3 |
| $200,000 or more | 16.7 | 6.1 | 4.3 |
| **Median Household Income** | $89,885 | $64,271 | $55,146 |

The Borough of Spring Lake's economic base is for the most part typical of an older, traditional town. The local economy is focused primarily in and around the Borough's' downtown area (both on and proximate to Third Avenue) as well as the smaller retail area adjacent to the rail stop in addition to general commercial located along the railroad between St. Claire Avenue and Brighton Avenue.

**Population**

Due in most part to the Borough of Spring Lake's built out nature, the New Jersey Transportation Planning Authority (NJTPA) does not anticipate large gains in population through the year 2030 as shown in **Table 14**. In fact, only a 90 person increase or 2.5% rise in population over this 30 year time frame is anticipated.

**Table 14: NJTPA Population Projections**

| Area | 2000 Population | 2015 Projection | 2030 Projection | % Change (2000-2030) |
|---|---|---|---|---|
| **Borough of Spring Lake** | 3,570 | 3,650 | 3,660 | 2.5% |
| **Monmouth County** | 615,300 | 674,100 | 713,000 | 5.7% |
| **New Jersey** | 6,311,000 | 6,916,200 | 7,619,200 | 10.1% |

**Employment Data**

As identified in **Table 15,** the Borough is projected to lose jobs over the next decade according to the NJTPA. Unlike the projections for Monmouth County and the State of New Jersey as a whole, the North Jersey Transportation Planning Authority actually projects the total number of jobs in Spring Lake to decrease by the year 2015. It can be assumed that this is due in part because Spring Lake is a built out community with limited commercial development opportunities, unlike other municipalities of southern and western Monmouth County and New Jersey, where open land, zoning and infill sites are available.

**Table 15: NJTPA Employment Projections**

| Area | 2005 | 2015 | % Change |
|---|---|---|---|
| **Borough of Spring Lake** | 1,210 | 1,190 | -1.65% |
| **Monmouth County** | 259,900 | 286,980 | 10.42% |
| **New Jersey** | 4,104,224 | 4,444,081 | 8.36% |

*Source:* North Jersey Transportation Planning Authority (NJTPA) 2005-2015 Employment Projections,Accessed:11/13/07 http://www.state.nj.us/dca/coah/mpo/employment.xls

Most of the Borough's population aged sixteen (16) and older was employed in the civilian labor force. The total population aged sixteen (16) and older in 2000 was 2,873 and of those 874 men (68.0%) and 614 women (38.7%) were in the labor force. The number of unemployed in the labor force was 67, which amounts to an unemployment rate of 2.3% in 2000. 1,385 are not in the labor force.

The U.S. Census categorizes the employed civilian population ages sixteen (16) and over into six (6) occupation groups. The groups include Management/Professional; Service; Sales/Office; Farming/Fishing/Forestry; Construction/Excavation/Maintenance and Production/ Transportation/ Material/Moving Occupations. In 2000, the largest employed civilian group in Spring Lake was the Management/Professional group, which involved 53 percent of the employed civilian population sixteen (16) and over. This is slightly higher than the County, where 41.8 percent of the residents are employed in management, professional and related occupations. The next largest category is the Sales and Office occupation group that accounted for 29.6 percent of the Borough's residents. Similarly, 29.4 percent of the county's population is employed in this category. Service Occupations were also prevalent in the Borough and represent 10 percent of the workforce. The farming, fishing and forestry occupations had the lowest employment of any of the industry groups in the Borough, employing 0.0 percent of the residents.

**Commute to Work**

The majority of the workforce, 1,132 (81%) of those aged sixteen (16) and over in Spring Lake, commuted to work via car, truck, or van in 2000. Of the 1,132 people commuting, 86 (6%) carpooled. In 2000, 5.3 percent of Spring Lake's population used public transportation (8 used public bus, 61 took the train or subway). In addition 69 people (5%) walked to work, while 99 people (7.1%) worked from home. The number of residents who worked at home in 2000 increased to 99 from 85 in 1990, perhaps reflecting increased opportunities for "telecommuting" based on improvements in internet and telephone communication.

## BOROUGH ECONOMIC DEVELOPMENT ENTITIES

### Business Improvement District (BID)

Although the policies and goals of the 1974 Master Plan had economic impacts on several aspects of Spring Lake, including the Borough's B & B industry, as well as the downtown area along Third Avenue, no specific goals in terms of economic development were included in the original Master Plan or its following reexaminations. In addition, the most recent Master Plan reexamination (2001) notes that Spring Lake is a predominantly residential community and intends to remain as such. This information seems to suggest that Economic Development in general has not been handled as a very pressing matter in Spring Lake. However, the Borough's downtown has recently

experienced a transition, primarily due to real estate and other professional offices that have sprouted up over the past decade, as the Borough has continued to lose hotels and more diverse shops in the downtown area. The topic of economic development and the path the Borough would like to pursue through the future, especially on Third Avenue and the Borough's Bed & Breakfast/hospitality, is a very important component of this 2008 Master Plan update.

The Borough mobilized the 21 member Spring Lake Managed Business District Steering Committee, which met weekly over a six (6) month time period to decide on the best way to revitalize the downtown. Through the district plan, the Steering Committee recommended the creation of the district, an independent entity controlled by a management corporation to provide services and assistance to businesses. Subsequently, on June 23, 2007, Spring Lakes Council adopted a resolution that established a Business Improvement District along and proximate to Third Avenue, which comprises Spring Lake's downtown.

According to the ordinance that established the district, the management corporation in charge of the district will be spending the funds allocated towards the district on litter removal, landscaping, parking and rest areas. The Spring Lake BID can also organize special events, improve building exteriors and recruit new businesses. Additional tasks to be provided through the BID include a focus on the district's environment, measures to ensure that the downtown is easy to locate and navigate, and also possible signage or a gateway indicating that area which constitutes the downtown. Further, work would also be done in the areas of business recruitment, retention, and development.

In return, businesses in the Borough would have to pay a special assessment, with those in the Third Avenue area paying 7 cents on every $100 of their assessed property value and those outside the downtown area paying half that amount.

The Business Improvement District (BID) is a public-private partnership in which property and business owners of a defined area elect to make a collective contribution to the maintenance, development and marketing/promotion of their commercial district. BIDs are grassroots organizations that are driven by community support and require legislative authorization by the local government in which it resides, in order to be established.

Services provided by the BID may include street and sidewalk maintenance, public safety officers, park and open space maintenance, marketing, capital improvements, and various development projects. The services provided by BIDs are a supplement to the services already provided by the municipality.

BIDs are funded through special assessments collected from the property owners in the defined boundaries of the district. Like a property tax, the assessment is levied on the property owners who can, if the property lease allows, pass it on to their tenants. In Spring Lake, all commercial property, including the RC and GC zones, restaurants, the few businesses scattered elsewhere in town, Bed & Breakfasts, and other lodging are all

assessed. Spring Lake's BID will work with government entities, business organizations, and community organizations to build collaborations that help Spring Lake to thrive as a wonderful place to live. It will also seek to coordinate efforts with organizations such as the Chamber of Commerce and the Community House to enable all community efforts to prosper.

The Borough of Spring Lake's inventory of businesses has been prepared in order to assess the mixture of businesses that can currently be found in the Borough, and also identify uses that perhaps are lacking, and other uses that are abundant in the Borough. The inventory of Spring Lake's businesses can be found in **Appendix A - 2009 Business Inventory**.

## CHAMBER OF COMMERCE

The Greater Spring Lake Chamber of Commerce is an organization of businesses and individuals volunteering to bring forth their collective talents to advance the commercial, financial and civic interests of the area and to improve the "quality of life" for its citizens. Over 65 retailers and other businesses in Spring Lake and in the surrounding communities belong to the Chamber of Commerce. The Chamber provides a number of services to its members including publishing a directory, maintaining a web page, sponsoring meetings and publishes the Spring Lake Guide and Map, which is a color, fold-out guide containing detailed local maps and listings of local businesses.

## ECONOMIC DEVELOPMENT AREAS

### The Downtown

The Borough's Downtown is located in the center of Spring Lake, identified as the RC Zone and which is commonly referred to as the Third Avenue Corridor.

A successfully revitalized downtown business district in most communities is one that is clear about doing what it already does well, doing it with greater intention and with a plan. The downtown serves as a reflection of the Spring Lake community. While it is a focal point in Spring Lake, its fate is also interconnected with other business endeavors.

The revitalization of this portion of the community will be more a matter of incremental improvement and consistency than a quantum increase in activity, or use. Spring Lake's business district is currently underutilized and could easily accommodate enough incremental improvement to create a healthier business climate without adversely affecting the quality of life within Spring Lake. While the downtown is not in need of drastic changes, fine-tuning issues such as business owner communication/coordination, marketing, and recommendations suggested in this Master Plan provide the Downtown with a bright future.

The Managed District Steering Committee invested a significant length of time to develop a working vision statement that will serve to guide the Borough's efforts to

revitalize Spring Lake's downtown. The statement below was the product of a collaborative effort to inventory what is already positive about the downtown, survey the business community, and establish values upon which the revitalization efforts should be based.

> Historic Spring Lake's captivating shopping district welcomes guests from around the world and residents alike with its small village graciousness and relaxed atmosphere. Nestled within the family friendly "Jewel of the New Jersey Shore," Spring Lake's shopping district provides world-renowned boutiques, unparalleled customer service, unique galleries, casual outdoor eateries, and fine dining experiences. Downtown is a short tree-lined walk from the soothing ocean waves and non-commercial boardwalk, charming B&B's and hotels, and an enchanting park surrounding a spring-fed lake. Cultural events, including the many fine performances at the historic Community Theater, enhance the Spring Lake experience. The magical atmosphere of Spring Lake makes it ideal for a memorable wedding, summer vacation, romantic weekend, or short retreat.

This vision statement becomes a commitment upon which revitalization efforts can reference.

The downtown area has retail/office storefronts at the street line, forming a solid retail wall (with minor exceptions such as parking and walkways), and parking both on the street and in municipal or private lots behind businesses. The mix of retail uses, as seen in **Table: 16** below, includes specialty or comparative goods (typically durable goods that are brought on the basis of price or quality), non-alcoholic eating and drinking establishments (restaurants, pizza parlor), and, to a lesser extent, professional office space. While the overall mix and quality of goods and services offered is fine, the downtown lacks a strong anchor or destination attraction that would encourage greater patronage. While many small downtowns in New Jersey communities no longer have a strong single retail anchor such as a department store, most of the successful ones have a series of retail shops or other service destinations – a supermarket, the municipal offices, a post office, the library, a theater or a transit hub (such as a train station). Spring Lake has a theater, the Spring Lake Community House, which is an important attraction adjacent to the downtown, but is typically frequented at night or weekends when many of the other stores are closed.

| Table 16: 2008 Spring Lake Business Inventory Breakdown | | |
|---|---|---|
| **Type** | **Number** | **% of Total** |
| Apparel | 23 | 20.7 |
| Bank | 2 | 1.8 |
| Florist | 3 | 2.7 |
| Food/Drink | 14 | 12.6 |
| Furnishings/Gifts | 10 | 9.0 |
| Government | 1 | 0.9 |
| Inns | 18 | 16.2 |
| Medical | 2 | 1.8 |
| Non-Profit | 1 | 0.9 |
| Other | 5 | 4.5 |
| Personal/Beauty | 5 | 4.5 |
| Professional | 5 | 4.5 |
| Real Estate | 14 | 12.6 |
| **Total** | **111** | **100%** |

At the same time, the downtown, with a blend of single and two-story buildings and the limited pedestrian presence at night time, represents an underutilization of prime real estate, and does not provide for a lively, on-the-street presence on weekday/weekend evenings.

**Beachfront**

Along with its downtown, tree lined streets and classical homes, Spring Lake is known for its connection to the waterfront, which is an attraction for residents in Monmouth County, and the residents of New Jersey, New York and Pennsylvania. Spring Lake maintains approximately 54 acres of beachfront bordering the Atlantic Ocean. Unlike many of the other surrounding shore communities, Spring Lake does not maintain a significant commercial presence along its ocean front. The primary attractions along the beach are the north and south beach pavilions. While the beach does not have an obvious economic effect besides the collection of seasonal beach badges and the pavilions, there is an indirect economical draw. The beach brings visitors and tourists into the Borough and is a significant reason for people choosing to live in Spring Lake either year-round or

seasonally. The Borough should look to capitalize on this opportunity and make additional efforts to "capture" visitors and promote the commercial, retail, and eating establishments that the Borough has to offer. The idea is to make it easier or more enticing to utilize the services Spring Lake has to offer rather than going along Ocean Avenue to another municipality.

**Spring Lake's B & B's (Bed & Breakfasts)**

A major consequence of the Borough's 1974 Master Plan was the Borough's policy towards Spring Lake's Bed & Breakfast establishments. The policy stated "as the profitability of the hotels, to both the owners and the Borough, continues to decline, it has become advisable to determine alternative land uses of the subject land" and "it is proposed that any redevelopment within the R-3 District resulting in the demolition of existing hotel structures be limited to single family or town home development". As economic conditions and the value of land continue to push these establishments to the brink of economic infeasibility, the Borough is faced with difficult decisions as to whether to consider legislative actions that would help preserve Spring Lake's B&B's or if their slow decline and ultimate demise will engender a new and perhaps better opportunity for the Borough's economy.

**Train Station Area**

The train station is a general term for the area and uses around the New Jersey Transit rail station, which is located in the GC-General Commercial District along the western boundary of the municipality. The permitted existing uses are similar in nature to those permitted in the adjoining municipality of Spring Lake Heights, which are commercial, office and retail uses, surrounded by medium density housing. The Land Use Element of the Master Plan further discusses the alternatives for economic development in the area.

## RECOMMENDATIONS

### 1) Design Standards

Through additional design standards, a historic preservation, or greater enforcement of existing design standards, the community can ensure that any future redevelopment in the downtown is fully in tune with the scale, architectural styling, and use that has defined Spring Lake's downtown for over a century. The Third Avenue Business corridor features a number of different architectural features that the Borough is interested in preserving.

The viability of the downtown is dependent on the type of uses and compatibility of uses to be located within the area. As such, the Borough of Spring Lake is encouraged to examine the existing design guidelines that have been established for the RC Zoning District. The RC district ensures that the refurbishment of existing

buildings as well as the development of new structures along this corridor is in line with the Borough's vision for downtown. It is recommended that the Borough examine its existing ordinance to ensure that the provisions that have been adopted within this zone minimize the impact of new development such as parking, traffic, noise, illumination, smoke and odors, to the maximum extent practicable and to encourage the development of revised design guidelines.

**2) Informational Kiosk/ Visitors Center**

Members of the Spring Lake community have stressed the need to create a more synergistic relationship between Devine Park, Potter Park, and downtown, with the goal to improve pedestrian and biking linkages between these and other destinations in the Borough. These destinations include the Train Station/Recreation Center and the beach/boardwalk.

To better inform and guide both visitors and residents in Spring Lake, it is recommended that the Borough, the BID and the Chamber of Commerce consider providing informational kiosks at a) Devine Park, b) the Train Station c) the beach pavilions, and d) the downtown, to inform the community of public events, business specials, etc. The information kiosks are the opportunity to provide an attractive map of the community identifying key points of interest and how to reach them. Kiosks can be used to identify current programs being run by the Borough or approved groups.

The Borough has recently secured grant funding for the preparation of a plan to rehabilitate Spring Lake's old First Aid Squad building. Following this rehabilitation, the Borough is considering several options for the use of this facility, including additional storage space, a new home for the American Legion facilities, and a visitors/rest center for residents and visitors that are frequenting the Third Avenue area.

In conjunction with the Third Avenue BID, the Borough should review accessory and supporting community facilities and structures such as bathrooms and travel/visitors notification facilities that will be necessary in order to support the existing and future business enterprises within Spring Lake.

**3) Parking**

The loss of parking over the years in Spring Lake is well documented. Parking requirements that are currently in place in and around the downtown are so exorbitant that it is not feasible for any development applications to meet them. As such, it is recommended that Spring Lake review its ordinance to provide more responsive parking provisions. The Borough should consider targeting for acquisition parcels in and around the downtown for the provision of additional parking. The Borough can promote shared and linked parking between businesses in the downtown area to more fully and efficiently utilize the Borough's existing parking stock both on and proximate to Third Avenue. The Borough may also develop a parking fee ordinance

by which any new proposed development that cannot meet the standards of the parking requirements would be required to provide a monetary fee to a parking fund subsidizing future parking improvements.

As is the case in many small downtowns, merchants and their employees often occupy the best parking spaces, leaving less convenient spaces further away to potential customers, thereby discouraging customers from making short, convenience-oriented trips into the downtown. It is recommended that the Borough explore the possibility of designating a limited number of employee parking areas or spots in the downtown either for the entire year or during times of high holiday volumes.

The Borough of Spring Lake should consider creating a Parking Advisory Committee that would be specifically charged with addressing this issue and formulating a plan to resolve the Borough's parking over the coming years. This Committee would review the Borough's current inventory, and target additional lots proximate to Third Avenue to expand additional parking for customers, employees and downtown residents.

It is recommended that Spring Lake complete a full and comprehensive parking study in order to formulate a plan that will provide adequate parking for patrons, residents and employees of businesses in the downtown area.

It is recommended that the Borough examine the feasibility of installing parking stall management machines throughout the Borough as a means of collecting funds for public improvements. Parking meter stations may go hand in hand with the development of a residential parking permit program.

**4) Expanding Range of Commercial Businesses/Services**

As identified through the creation of the BID and subsequent meetings with the stakeholders, the strongest push for businesses on Third Avenue centers on food, with specific recommendations that the community add restaurants and a bakery as a priority. In conjunction with additional restaurants, it is recommended that the Borough investigate the opportunity for liquor licenses to encourage that type of establishment in the commercial center.

**5) Historic Tours**

Examine the feasibility of creating historic tours through the downtown, the Bed & Breakfasts, and other historic landmarks in Spring Lake that can help market the unique elements that make Spring Lake so special.

**6) Develop a Streetscape Plan**

It is recommended that the Borough of Spring Lake, with input from the Business Improvement District (BID), develop a comprehensive streetscape improvement plan

to focus on the development of gateways, traffic calming devices, street trees, way-finding signage, paved crosswalks, the creation of pedestrian nodes and the update of sidewalks, pedestrian scale lighting and street furniture to enhance the downtown.

**7) Update Sign Ordinance**

It is recommended that the Borough review the current signage ordinance per its applicability and effectiveness for stores in the downtown. The Borough should consider signage revisions that could be incorporated through more specific design standards that may be considered by the Borough for the businesses located along and proximate to downtown, including better Borough wide wayfinding signage.

**8) Improving Linkages**

Create a more synergistic relationship between Devine Park, Potter Park, and downtown by improving pedestrian and biking linkages between these and other destinations in the Borough such as the Train Station/Recreation Center, and the beach/boardwalk.

**9) Bed and Breakfasts**

Consider revising the Borough ordinance regarding B&B's to allow Bed & Breakfast owners to make the structures more livable to the owner, while still operating as a B&B facility.

# CIRCULATION ELEMENT

## Introduction

The Circulation Element describes the movement of people and goods within and through the Borough. It examines the street network, sidewalks, and pathways that provide mobility for residents, commuters, and business owners. Travel patterns within Spring Lake reflect its location along the New Jersey Coastline, where traffic concerns may be significantly different during the peak summer months in comparison to the winter months, the quieter time of the year. To develop recommendations for future improvements to the circulation system, the existing transportation system must be assessed. This assessment is accomplished through an evaluation and update of information provided in the past master plans and re-examination reports. The Circulation Element describes the street networks, public transportation, railroads, and pedestrian networks, as well as recommendations for new connections.

## GOALS & OBJECTIVES

**The Goals of the Circulation Element are as follows:**

1. Improve intersections or roadway segments through the implementation of creative engineering, traffic calming, and design techniques.

2. Preserve, expand, and upgrade pedestrian passageways in the Borough to improve linkages between neighborhoods, community facilities, parks, and open space.

3. Utilize traffic calming measures in areas of high pedestrian activity.

4. Create a more bicycle- and pedestrian-friendly environment in Spring Lake that provides a safe and viable alternative to driving.

5. Balance congestion issues with pedestrian safety and access, both in and around the Borough's downtown.

6. Maintain the Borough's roadways to ensure the highest level of safety for motorists and pedestrians in Spring Lake.

7. Reduce the amount of carbon emissions originating in the Borough through the promotion of alternative, non-automotive forms of transportation, like walking and bike paths.

**The Objectives of the Circulation Element are to:**

1. Improve circulation in the Borough by adding attractive signage directing motorists and pedestrians to downtown, community events, beachfront, parking, and community buildings

2. Support the local economy by providing for the efficient movement of people and goods within and through Spring Lake.

3. Utilize the Borough's Capital Improvement Program and solicit funding from the County, State, and Federal grant sources to commence with roadway, sidewalk, and intersection improvements.

4. Evaluate and implement methods of providing adequate parking to serve existing development and any future redevelopment in Spring Lake.

5. Provide for circulation improvements and parking policies that (a) support enhanced walkability throughout the Downtown Area; (b) make bicycling more practicable; (c) make parking in Downtown Area more user-friendly for shoppers, residents and workers; (d) make the best possible use of existing parking resources.

The Borough of Spring Lake is situated with 54 acres of beachfront on the Atlantic Ocean. Ocean Avenue, the only road in Spring Lake that is not under the Borough's jurisdiction, follows the shoreline in a north-south fashion connecting Lake Como to the north and Sea Girt to the south. In terms of general economic and development patterns, the extreme coastal portion of Monmouth County has historically been the most developed portion of the County and reflects an orientation to the New York/Northeastern New Jersey Metropolitan Area. Although many of these communities (including Spring Lake) originated as seasonal resort towns, they have transformed over recent decades to year-round bedroom communities. Among many other factors, this transformation has impacted the Borough's Circulation patterns. As such, the Circulation Element of the Master Plan seeks to inventory the Borough's circulation patterns, identify the most pressing current and future issues in terms of circulation, and formulate a plan of action to ensure that Spring Lake moves forward with any necessary changes.

In terms of circulation infrastructure, the Borough of Spring Lake is situated with a number of major roads and highways in close proximity. However, as all of the major highways are to the west of the Borough of Spring Lake, any major commercial and/or industrial development has taken place to the west as well.

These major Monmouth County highways (US/ Highway 9, the Garden State Parkway, New Jersey Routes 34, 35, and 71) are oriented in a north-south direction, enhancing the area's connection with both the northern New Jersey and New York metropolitan areas. This circumstance provides Spring Lake with easy access to these economic centers and thus raises the Borough's geographic location as a suburban community.

Aside from Ocean Avenue and First, Second, and Third Avenues, which run in a north to south orientation, many of the Borough's East to West avenues are the most heavily utilized thoroughfares in Spring Lake, that transport residents and visitors from the major highways and local neighborhoods to the waterfront.

**Figure 4, Circulation Map,** illustrates the Borough of Spring Lake's roadway classification system and recommended circulation improvements. A discussion of the roadway classification system and a brief description of the mode and function of each major roadway, defined by its classification, are included below.

The complete functional classification system has been developed around the hierarchy of movements as shown in **Table 17**.

| **Table 17: Functional Classification of Roads** |
|---|
| ***Freeway/Expressway:*** Primary function is to serve through traffic and provide high-speed mobility. Access provided from major streets at interchanges. Limited or no access to abutting land uses. |
| ***Major Arterial****:* Intended to provide a high degree of mobility and serve longer trips than minor arterials. Principal function is movement, not access. Should be excluded from residential areas. |
| ***Minor Arterial:*** Interconnects and augments the major arterial system. Accommodates trips of shorter lengths. Operating speeds and service levels are lower than major arterials. Should be excluded from identifiable residential neighborhoods. |
| ***Collector:*** Provides both land access and movement within residential, commercial and industrial areas. Penetrate but should not continue through residential areas. |
| ***Major Collector:*** Primary function is to collect and distribute traffic between local streets and the arterial system. |
| ***Minor Collector****:* Primary function is to provide land access. |
| ***Sub Collector:*** Primary function is to provide inter-neighborhood traffic movement. |
| ***Local****:* Provide land access and can exist in any land use setting. Movement is incidental and involves travel to and from a collector facility. |
| Source: Transportation Land Development Institute of Transportation Engineers, 1988. |

The two main shortcomings of the Functional Classification System (FCS) in an urban environment are that it does not consider other modes of transportation and does not consider roadway functions outside of access and mobility.

Access and movement are the two functions served by streets under the FCS. In urban environments, these are but two of many uses of the roadway. With respect to the lack of consideration of other road users, it is arguable that the hierarchy of movements on which the FCS is based is equally applicable to walking, cycling, public transit and the private motor vehicle. However, the facilities that would serve "main movement" for a motor vehicle are significantly different than the facilities serving the "main movement" for pedestrians. Generally speaking, the movement of motor vehicle traffic requires a smooth, direct and uninterrupted route and little in the way of amenities. In fact, clear

zones at the side of the road are preferable for safety and convenience. The movement of pedestrian traffic is influenced much more by "comfort."

In terms of roadway function classifications, two different classifications (collector and local) exist in the Borough of Spring Lake and each performs a different function.

Arterial roads are used primarily for the quick conveyance of large volumes of traffic. Although no arterial roads exist within the boundaries of the Borough of Spring Lake, several arterial roads including State Highways 35 and 71 are proximate to the Borough and do effect the circulation patterns in Spring Lake.

Collector roads are roadways whose primary function is to connect inter-municipal traffic between the arterial roads and the local roads. Due to their functionality, collector roads are designed to accommodate considerable capacity. The primary collector roads within the Borough of Spring Lake are Ocean Avenue and First and Second Avenues. As it transverses the Borough along the shoreline in a north-south direction, Ocean Avenue collects traffic from the various east-west roadways across the Borough.

The other major collector road within Spring Lake is formed by a series of roads carrying intermunicipal traffic. To the north, Third Avenue provides a link with the Borough of Lake Como. Traveling south, the collector connection is maintained as Lake Avenue carries traffic around Spring Lake and connects with First Avenue. First Avenue then continues to the Sea Girt municipal boundary and carries traffic across Wreck Pond and into Sea Girt.

In addition, it is important to note that many local streets in the Borough perform a collector function between Spring Lake and the arterial roadways located to the west. These roads, which include Pitney Avenue, Ludlow Avenue and Warren Avenue, are primarily the local roads, which do not have termination points within Spring Lake, thus making them the most efficient means to travel in an east/west manner across Spring Lake.

Local roads are roads basically intended to serve adjacent land uses and to carry traffic from one collector road to another. They are intended to have termination points in or near the Borough so that they will not begin to form a network of roads, which can ultimately, serve as a collector function. In Spring Lake, the major portion of the street grid consists of local streets serving the residential land uses. However, rather than terminating at the Borough's municipal boundary, this grid pattern logically extends to the Borough of Spring Lake Heights where a terminus point is reached at Route 71. Owing largely to the built out nature of the Borough, the local road network is effectively complete, although a few "paper streets", which are unimproved right of ways listed on the Borough's tax maps, do still exist in Spring Lake.

With the exception of Ocean Avenue, which is held under the jurisdiction of Monmouth County, all other roadways within Spring Lake are held and maintained under the Borough's jurisdiction. Due to the predominance of roads under local jurisdiction, Spring Lake budgets annually for maintenance and improvements. However, this predominance

also allows for greater control over roadway improvements, physical enhancements and the like.

## Public Transportation

Public transit is not only a necessity for the residents of the Borough and the surrounding communities for commuting to job markets in New York, Pennsylvania and throughout New Jersey; it also plays a pivotal role in supporting the influx of visitors in the summer months.

### Rail Service

NJ TRANSIT operates the State's commuter rail network. The rail system features 11 lines in three divisions. Customers can transfer between all lines, except Atlantic City Rail Line, at the new Secaucus Junction station. (The Raritan Valley Line requires an additional transfer at Newark Penn Station). The Newark Division, which serves Spring Lake, includes the Northeast Corridor, North Jersey Coast, and Raritan Valley lines operating to and from Newark Penn Station, Hoboken Terminal, and Penn Station New York. The Northeast Corridor Line rail service and feeder bus service are designed for commuters to the New York/Newark Metropolitan areas. The NJ Transit North Jersey Coastline routes go through the Borough's NJ transit station located at Sixth and Warren Avenues'. As a result, the AM peak service is primarily northbound, while the PM peak service is primarily southbound.

The Borough of Spring Lake maintains 187 free parking spots around the Spring Lake Rail Station for residents and visitors.

### NJ Transit Bus Routes

NJ Transit Route 830 transverses the Borough of Spring Lake along Third Avenue. The route runs from Asbury Park to Point Pleasant Beach, via Belmar, Wall, Sea Girt, Manasquan, and Brielle. Weekday and Saturday service is available to Point Pleasant Beach hourly between 6:35 AM and 4:35 PM. Return Service is available hourly from 7:35 AM until 5:35 PM.

## Private Bus Service

There are two private bus companies that provide commuter bus service from Monmouth County. As is the case with the rail service, much of the bus service is oriented toward the New York/Newark Metropolitan area. Academy offers commuter service from the Point Pleasant Park-and-Ride terminal in Ocean County through the coastal communities of Monmouth County to the Port Authority Bus Terminal and Wall Street in New York City. Limited service is available on weekends. Frequent service is available during peak hours, and twice an hour during midday hours. Fares vary, depending on length of trip.

**Other Forms of Public Transportation**

Three taxi services are located either in Spring Lake or within one half mile of the Borough's municipal boundary. These taxi services offer yet another mode of transportation to the members of the Spring Lake community.

In addition, Monmouth County offers several para transit alternatives through initiatives such as the Shared Ride, Medicaid, Brokered Employment Transportation Services (BETS), and Work First New Jersey (WFNJ) programs. These services are available to members of the Spring Lake through a combination of contractors and Monmouth County Department of Transportation (MCDOT) staff drivers and vehicles. These programs are described individually below:

**Shared Ride** – This service requires that clients make a 24-hour advance reservation for shared ride multiple-destination service. Senior citizens (60 and over) and disabled residents of Monmouth County are able to request service to a destination within the service area, with priority given to medical trips and food shopping. Service is available Monday, Wednesday, Friday and Saturday between 8:00 am and 4:00 pm and Thursday evenings, 4:00 pm to 9:00 pm.

**Monmouth County Division of Transportation Special Citizens Area Transportation (MCDOT SCAT)** – This service requires clients who are seniors or persons with disabilities to make a reservation not more than 14 days in advance or less than 24 hours in advance. Transportation is provided for a variety of medical, educational, nutritional, and shopping trips.

**FTA Section 5311** – This service is provided through a federal grant and is open to seniors and persons with disabilities as well as the general public. The area covered with that service is Roosevelt, Upper Freehold Township, Millstone and the Manalapan portion of Gordon's Corner Rd south. The service is available Monday through Friday from 9:00 am to 4:00 pm. Reservations are open not more than 14 days in advance and no less than 24 hours in advance.

**Brokered Employment Transportation Services (BETS)** - This service provides transportation feeder service to existing public transportation systems, or in cases where these systems are non-existent, a ride within a reasonable distance from home to the work site. Service is available between 6:00 am-12:00 am, Monday through Saturday.

**Work First New Jersey (WFNJ) -** Work First New Jersey (WFNJ) is the welfare reform initiative of the State of New Jersey in response to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 federal welfare reform legislation. WFNJ was signed into law in March 1997, and was fully implemented in July 1997. The WFNJ program includes program components that are in addition to the federal requirements, in order to better encourage welfare recipients to move toward self-sufficiency through work. The program is available to current WFNJ participants who are working on or are

involved in eligible work activities. Service is available 24 Hours a day, Monday through Sunday.

**Safety Issues and Road/Intersection Improvements**

Spring Lake is faced with pressing traffic volume, pedestrian safety, and parking problems that demand a coordinated plan in order to resolve these issues. To this end, the Borough has initiated a number of traffic and parking studies, namely, on Ludlow, Warren, Passaic, Pitney and Church Avenues, as well as South Boulevard.

The outcomes of these studies have indicated that intersection improvements will be beneficial if not absolutely necessary in order to improve the circulation of both pedestrians and automobiles in the Borough. Upon completion, the Borough's Circulation Element will offer a comprehensive assessment of these issues and illustrate where improvements are most needed.

Overview of Intersection Improvements (Circulation/Traffic Calming)

1) Pedestrian/Side walking- safety and mobility improvements.
2) Traffic Calming and Congestion Management- Slow traffic speeds on the major east/west arterials through the imposition of roundabouts and/or raised/textured paving elements at intersections (similar to Belmar).

<u>Funding Improvements</u>

Prime locations for these improvements include intersections along the following roadways: Ludlow Avenue, Warren Avenue, Passaic, Pitney Avenue, Church Avenue, and South Boulevard.

Means to Fund Improvements:

1) **Municipally Funded:** Straight from the Borough's Annual Capital Improvement Budget, or as its own separate line item.

2) **Assess Residents:** Establish a local Special Assessment District (possibly all property owners whose lots front on intersection and/or roadway) to accumulate funds for the improvements.

3) **Assess developers:** Accumulate funds for improvements through imposing additional development impact fees upon developers who are completing projects (possibly on the same road) as an anticipated circulation improvement.

4) **Outside Funding/ Grant Support:** There are numerous grant alternatives at both the State and the Federal level that may be available for such improvements. State programs through the New Jersey Department of Transportation and the State's Office of Smart Growth are both possibilities for the Borough to submit

for grant funding once a conceptual design, and plan for circulation improvements has been established by the Borough. In addition, at the federal level, programs such as the Transportation Equity Act for the 21st Century (TEA-21) and the Congestion Mitigation and Air Quality Improvement Program (CMAQ) affords the Borough opportunities to seek additional funding support. However, federal grant application processes in and of themselves are time consuming and costly, so they are not frequently utilized for smaller scale improvements similar to those that are being considered in Spring Lake.

5) **Parking Fees** The Borough could fund projects through the development of a parking fees ordinance, which would acquire funding through parking meters or parking permits for the train station.

Provided below is a summary of the costs of some improvements that are being considered by the Borough to increase safety, calm the flow of traffic and also improve the overall circulation pattern in the Borough of Spring Lake. The following is a preliminary assessment by item of safety and circulation improvement measures that may be considered by the Borough:

**Table 17A: Approximate Cost of Transportation Improvement Measures**

| Item | Cost |
|---|---|
| Speed Bump | $5,000-6,000 |
| Curb Extensions | $10,000-15,000 |
| Roundabout | $15,000-$25,000 |
| Decorative Intersection with Curb Extensions | $30,000-60,000 |
| Raised Intersection with Curb Extensions | $50,000-100,000 |

**Source**: Monmouth County Planning Board Community Traffic Calming Study, June 2000

Although Spring Lake does have a plan to address the need for parking during the peak summer season, mainly by restricting the locations where overnight parking is allowed, the master plan suggests a comprehensive parking study and inventory be prepared to further detail the Boroughs needs. More specifically, these considerations are comprised of whether the current parking provisions along the Third Avenue Business District can accommodate the parking demands of the area as the complexion of the Business District changes to become more in line with the Borough's visions of a vibrant, yet small scale Main Street area. Also, the feasibility of adding traffic calming techniques will be examined, as it was included in the Ludlow Avenue and First Avenue traffic reports. Similar efforts have been successful in neighboring municipalities to reduce the speed of traffic on the main feeder streets that run in an east/west orientation to and from the beach.

The timely circulation of automobiles in the Borough also would be aided by additional wayfinding signs to orient pedestrians and drivers alike. The way finding signs will serve as an economic development tool as the Borough could incorporate more signage alerting

motorists of Spring Lake's Business District. As mentioned as a goal in the Conservation, Open Space, and Recreational Element, it is also recommended that the Borough pursue studies to examine the feasibility of creating additional pedestrian and multi-modal transportation linkages between the beaches, the Third Avenue Business District, and the Borough's lakes in order to create a more synergistic relationship between these features.

**Recommendations for Improving Circulation in Spring Lake**

Because the circulation of pedestrian and vehicular traffic affects the everyday function of society, the circulation recommendations stated below will be cross-referenced in many of the other elements of the master plan.

1) Address parking in and around downtown, not only in regards to circulation, but also from an economic development standpoint. Spring Lake is encouraged to promote shared and linked parking between businesses in the downtown area to more fully and efficiently utilize the Borough's existing parking stock on and proximate to Third Avenue. Agreements between property owners and businesses should be explored to determine if parking areas not utilized at night by one owner could be utilized by others during non-peak hours.

2) Calm traffic and improve both vehicular and pedestrian safety within Spring Lake by reviewing the feasibility of utilizing four way stop signs at intersections that have experienced a high rate of accidents or where speeding tickets have frequently been issued. (See #8 in this section for intersection list)

3) Complete a full and comprehensive parking study to formulate a plan that will improve parking for patrons and employees of businesses downtown.

4) Enhance connections between Devine Park, Potter Park, and the downtown. Improve pedestrian and biking linkages between these locations and other destinations in Spring Lake such as the Train Station/Recreation Center, the beach/boardwalk and Lake Como.

5) Consider creating a Parking Advisory Committee charged with addressing the parking issue and forming a plan to resolve it. The Committee can review the Borough's current inventory and the need to consider targeting additional lots proximate to Third Avenue for downtown customers, employees, residents, etc.

6) The Borough is encouraged to complete traffic calming and streetscape improvements in the downtown area (textured bumpouts and cross walks, shade trees, etc.) to slow traffic, improve safety, and make Third Avenue a more pedestrian and consumer friendly destination.

7) Provide wayfinding signs and/or gateways into the downtown area to notify people where it is, what it has to offer, and welcome them when they get there. A sign inventory should be completed to identify opportunities to compile signs together or remove redundant signage to eliminate signage clutter.

8) **Problem Intersections-** Following the public discussions with the Borough's staff, and a review of the Borough of Spring Lake's crash inventory for the last several years, the most pressing intersection improvements from a safety standpoint have been identified as:

   - Third Avenue and Pitney Avenue
   - Third Avenue and Ludlow Avenue
   - Third Avenue and Morris Avenue
   - Fifth Avenue and Warren Avenue
   - Third Avenue and Marucci park

   Traffic calming at these key intersections would improve both pedestrian and motorist safety and reduce the number of potential accidents at these intersections.

9) Add and/or improve the existing sidewalks along the entire eastern side of Ocean Avenue to improve pedestrian safety and more formally connect the Avenue with other non-motorized trails throughout the Borough. The upgrading of sidewalks will also improve the ad hoc loading/unloading areas for vehicles carrying patrons of the Borough's two Pavilion facilities.

10) Examine the feasibility of adding a simple gravel/stone trail around the Spring Lake Borough side of Lake Como in order to improve non-motorized circulation patterns, expand recreational opportunities and reduce the number of geese that congregate at Lake Como. By naturally curtailing the number of geese that congregate in this area, such an initiative could also positively impact both Lake Como's fecal coliform and water quality issues.

11) There is a need in Spring Lake for shared parking arrangements and additional neighbor/owner coordination to maximize the potential of the Borough's existing stock of parking areas.

# UTILITY PLAN ELEMENT

## INTRODUCTION

Utility services play a critical role in shaping future growth for a municipality. The purpose of the Utility Service Plan Element is to ensure the existence of adequate infrastructure for the present and projected population of the Borough of Spring Lake, without adversely affecting the environment or the community's quality of life. Although the Utility Plan is not a mandatory Master Plan element, the Municipal Land Use Law (40:55D-28b (5)) describes the elements of a Utility Service Plan as follows:

> A utility plan element analyzing the need for and showing the future general location of water supply and distribution facilities, drainage and flood control facilities, sewerage and waste treatment, solid waste disposal and provisions for other related utilities, and including any stormwater management plan required pursuant to the provisions of P.L.1981, c.32 (C:40:55D-93 et seq.).

This Utility Service Plan will review background data and assess current conditions to establish a baseline set of conditions for the utilities that are currently serving Spring Lake. This plan should be used as a general guide when determining the future needs and provision of utility services.

## GOALS & OBJECTIVES

The Goals of the Utility Plan Element are to:

1. Assure the provision of adequate water supply for residential, commercial, industrial and firefighting usage;
2. Encourage public and private actions that will conserve the Borough's nonrenewable energy resources;
3. Promote and advance the integration of green technologies into the Borough's land use planning and building construction process.
4. Ensure an adequate Capital Improvement Program to maintain existing infrastructure and replace or modernize obsolete facilities.

The Objectives of the Utility Plan Element are to:

1. Plan for the necessary upgrading of the Borough's utility infrastructure to replace aging and obsolete systems and provide special attention to the upgrading and retrofitting of Spring Lake's storm and sewer lines.

2. Protect the integrity of the Borough's public water supply including storage, treatment, and distribution systems.

3. Encourage the development of high technology infrastructure including fiber optic data transmission lines, digital switching stations, telecommunication facilities and high-speed Internet access.
4. Continue to promote the underground installation of electrical, cable and other utilities to promote safety and aesthetics in Spring Lake. Wherever possible, avoid overhead utility line runs at streets by continuing the practice of placing these underground/under the street. Help to coordinate the planning and installation to promote shared use by as many utilities as practical.

**SOLID WASTE DISPOSAL**

Spring Lake Borough provides garbage and recycling pickup to both the residents and the businesses of the town. Solid waste pick up is done twice weekly, either Monday and Thursday or Tuesday and Friday, depending on street address. The Borough of Spring Lake provides curbside recycling collection on the second Wednesday of every month, unless otherwise specified on the online calendar. Items included in this collection are newspapers, bottles, and cans. Residents and businesses are responsible to sort the different recycling materials from one another as well as from the solid waste. The Borough also provides Bulky Items pick up, Clean Up pick up, and Tree Limbs, Hedges, and Shrubbery pick up. Bulky items include furniture, washers, dryers, hot water heaters, stoves, bed mattresses and box springs, carpeting, and similar items, which maybe be placed at the curb for pick up on specified days. Tree limbs, hedges, and shrubbery are also placed at the curb for pick up on specified days. The Borough provides leaf collection from October 17th through December 20th. Any material collected curbside, as well as recyclable items that are not picked up curbside, can be dropped off at the Reclamation Center located at Fifth and Salem Avenues. A car decal, obtainable from the Borough Clerk's office, is required to use the Reclamation Center. The recycling calendar is available online at the Borough website and in Borough Hall. The Borough, recommending that they be composted or left on the lawn, does not collect Grass clippings and other vegetation not already specified. Disposal of refrigeration appliances such as air conditioners, dehumidifiers, or freezers requires that the Borough Clerk's office be contacted. The Borough does not collect hazardous, chemical, or construction materials, tires or paint. For more information regarding Spring Lake Borough's extensive recycling plan, see the Recycling Plan Element of the master plan.

**WATER SERVICE**

The source and capacity of the Borough's potable water supply has changed dramatically since the 1974 Master Plan was conceived. The 1974 Master Plan called for the provision of alternative public water supply, as the Englishtown aquifer, which served as the Borough's sole water supply source in 1974 had limited capacity.

Ppresently the Englishtown Aquifer system supplies the Borough with approximately 75% of its potable water supply. This system crops out in the western part of the New

Jersey Coastal Plain in an irregular band that extends from the Raritan Bay to Delaware Bay, adjacent to Salem County. The Englishtown aquifer system acts as the single aquifer throughout most of the Monmouth and Ocean County region. In addition, the remaining 25% of the Borough's water supply is obtained, primarily during the summer months, from the Manasquan Reservoir system. Spring Lake Borough began utilizing the Manasquan Reservoir in the summer of 1990. Further, in their 2003-2004 Water Supply Action Plan, the State's Department of Environmental Protection indicated that the construction of the Manasquan Reservoir had provided the Manasquan River Watershed with a surplus of potable water. As part of the overall distribution of water from the Manasquan System, the Monmouth County Improvement Authority entered into a contract with the New Jersey Water Supply Authority to construct and operate a 4 million gallon-per-day water treatment plant and potable water transmission system. The Manasquan Water Treatment Plant now provides 60% of the potable water consumed by the communities of Brielle, Sea Girt, Spring Lake, Spring Lake Heights, and Wall Township.

**SANITARY SEWER**

The Borough of Spring Lake's sanitary sewers are maintained and the 1974 Master Plan and subsequent reexaminations also indicated that the Borough's sewer treatment system was in need of upgrading. The original sanitary sewer lines are now approaching 100 years of age. The Borough's Public Works Department has been working to resolve the issue of the ageing infrastructure through a program of replacement or lining of the old pipes.

The Southern Monmouth Regional Sewerage Authority (SMRSA), which services the municipalities of Belmar, Brielle, Lake Como, Manasquan, Spring Lake, Spring Lake Heights, Sea Girt, and a large portion of Wall Township, maintains two pump stations in the Borough of Spring Lake (at 300 Ocean Avenue & Pennsylvania Avenue and South Boulevard, aka the Pitney Avenue site). The Ocean Avenue site maintains an average flow of 400,000 GPD, while the South Boulevard station maintains approximately 100,000 GPD. The daily flows for each facility are then transferred to the SMRSA main treatment facility located on 18$^{th}$ Avenue in Wall Township.

For the year 2007, Spring Lake maintained a combined flow of approximately 224,905,000 gallons per year. While both pump stations maintain more than enough capacity, the limiting factor is the permitted allocation from the SMRSA. Spring Lake has a yearly allocation of 240,000,000 gallons. Given the yearly flows of 224,905,000 for 2007, Spring Lake does not have any allocation capacity concerns. In fact SMRSA intends to re-distribute its allocation capacities for the municipalities in 2009, which would give Spring Lake a new allocation of 285,000,000 mgpy, an increase of 40,000,000 mgpy. This is significant if any infill development is proposed in the Borough.

SMRSA is currently working on a pilot program with Wall Township in which any applicant before the Planning Board is required to meet first with SMRSA for an initial

approval. This allows the Authority to analyze the capacity on a site-by-site basis. In 2009, SMRSA hopes to expand this program to other municipalities, including Spring Lake.

## DRAINAGE & FLOOD CONTROL

Spring Lake has experienced flooding problems in recent decades, with serious flooding taking place in March of 1992 and October of 2005. As a result, the Borough has undertaken several additional emergency management preparedness initiatives to ensure that emergency staff is fully prepared to carry out management of a flood or other natural disaster in Spring Lake.

The Borough has participated in pursuing flood mitigation measures such a dredging, upstream floodwater diversion and emergency deluge pumping in cooperation with Monmouth County, the State, and the Army Corp of Engineers. In addition, Spring Lake has completed a comprehensive overview of its stormwater management policies and practices, and set forth a plan for the maintenance and improvement of these items within its Municipal Stormwater Management Plan (MSWMP).

In addition to assessing flood prone areas and locations with poor drainage, the Borough's MSWMP reviewed its existing stormwater management ordinances and, in turn, provided preventative and corrective maintenance strategies to ensure the long-term effectiveness of its stormwater management infrastructure. The plan also outlined safety standards to be implemented for Spring Lake's stormwater management infrastructure in order to protect public safety. Finally, the Borough's MSWMP includes a mitigation section that provides specific stormwater management measures to which prospective developers (when deemed applicable by the ordinance) may contribute. Alternatively, prospective developers may complete stormwater management mitigation projects, which have been identified by the Borough in order to protect water quality, water quantity, and groundwater recharge within and around Spring Lake.

As Spring Lake is an older, established community with very few undeveloped lots, there is little expectation that future development within the Borough would impose a large increase in stormwater runoff volumes, or pollutant loads on the Borough's waterways.

## ELECTRICITY AND NATURAL GAS SUPPLY

In Spring Lake, as in many established communities within the United States, electricity and natural gas were traditionally supplied solely by quasi-public companies that had monopolies on the generation of electricity, the supply of natural gas and the transmission and distribution of both. In 1999, the New Jersey State Legislature passed a law permitting competition in the electricity and natural gas generation/supply markets. Currently, in Spring Lake, transmission and distribution are handled by Jersey Central Power & Light and as NJ Natural Gas.

## WASTE/ENERGY MANAGEMENT

As fossil fuels and other natural resources continue to be extracted and utilized beyond their sustainable yield, both public utilities infrastructure and the energy supply must be examined as part of any master planning effort. Spring Lake and Monmouth County have been at the forefront of innovation, as evidenced by the success of waste level reductions associated with the recycling program. However, it is imperative that green technologies be incorporated into future development projects and renovations to push them closer to an environmentally sustainable level.

There are several alternative sources of energy that could be incorporated as "green design" into new development. While it is important that buildings be well insulated to maintain efficient use of gas and electric heat in colder months, solar panels on the south-facing roof pitch of residences and office buildings can provide enough supplemental heat so that thermostats can operate at lower temperatures. Conversely, planting hardy, sun-tolerant grass, shrubs and trees on the rooftops of buildings can help cool down a building during the summer months and reduce costs associated with air-conditioning.

## RECOMMENDATIONS

1. Develop an initiative to expand on the Borough's existing program to upgrade the entire stock of sewer lines by lining/replacing the existing terra cotta pipes.

2. Establish a Development Fee Ordinance to cover the cost of sanitary sewer and stormwater upgrades, facilities and maintenance for new developments within the Borough to ensure that the capacity of existing infrastructure is not exceeded or negatively impacted by additional development.

3. Investigate the potential for securing additional County and State funding for utility improvement projects such as the ongoing Stormceptor improvements to various storm sewer inlets.

4. Continue to utilize any and all resources to aggressively pursue appropriate support and funding to minimize the impact of potential flooding.

5. Provide for the alleviation of existing stormwater management and flooding problems through the implementation of both structural and non-structural Best Management Practices (BMP's) on new developments. Incorporate these principles when retrofitting existing stormwater basins.

6. Continue to improve and expand the existing resource recycling programs.

7. Locate all community-wide or regional drainage and flood control facilities and ensure Borough compliance with the County Master Plan.

8. In order to encourage public and private actions that will conserve the Borough's nonrenewable energy resources, it is recommended that the Borough expand on the educational programs such as the recent "Plant a Bulb" program and the ongoing Utility Company energy saving programs that are accessible through the Borough's website and also through "The Bridge" (Spring Lake's quarterly mailer that is distributed to all residents).

9. Promote and advance the integration of green technologies into the Borough's land use planning and building construction process. Spring Lake should consider additional ordinance revisions (like those developed for impervious coverage and recharge systems) and provide information on the Borough's website and in "The Bridge" concerning sustainable concepts such as low maintenance shade plantings, rain gardens, and gray water irrigation.

10. The Borough has participated in pursuing flood mitigation measures such as dredging, upstream floodwater diversion and emergency deluge pumping. The various agencies include the County, the State, and the Army Corps of Engineers. Moving forward Spring Lake should continue to utilize any and all resources to aggressively pursue appropriate support and funding to minimize the impact of potential flooding. The Borough is encouraged to continue to expand these initiatives as necessary to ensure that Spring Lake is fully prepared for any natural hazards and emergencies that may arise.

11. Minimize the utilization of street utility poles by requiring underground utilities where applicable and encourage the use of shared utility poles.

12. Inspect the existing, non-operational wastewater tanks located along Ocean Avenue to determine their feasibility for use in stormwater management, water quality or detention.

# COMMUNITY FACILITIES PLAN ELEMENT

## INTRODUCTION

Community facilities are those buildings and services that provide support to the general public. Although community facilities are often provided by public entities, many times private and semi-private organizations also offer services to the general public. The Borough has a low crime rate, quality educational facilities programs, and luxury senior housing. Spring Lake's community facilities include police, library, fire and emergency volunteer services, municipal complex and the Department of Public Works (DPW). The intent of this element is to offer recommendations to maintain and improve upon the existing facilities to address the future needs of the municipality. Community Facilities are identified on **Figure 5**.

## GOALS AND OBJECTIVES

**The Goals of the Community Facilities Plan Element are to:**

1. Maintain the existing system of community facilities in order to preserve the current standards for public services, and provide new facilities where necessary to accommodate growth as well as the changing needs of the population.
2. Ensure an adequate Capital Improvement Program (CIP) to maintain existing infrastructure and replace or modernize obsolete facilities.
3. Provide for a continuity of services under emergency conditions.
4. Advocate the use of Sustainable Design and the Leadership in Energy and Environmental Design (LEED) Green Building Rating System for the construction and renovation of public buildings and parks in the Borough of Spring Lake.
5. Coordinate Borough planning efforts with the Spring Lake Board of Education to promote the most efficient utilization of the Borough's educational facilities.
6. Upgrade the Borough's infrastructure, as necessary.

**The Objectives of the Community Facilities Plan Element are to:**

1. Maintain and upgrade existing emergency service facilities (especially those facilities that are aging or obsolete) and plan for new facilities as necessary to improve the effectiveness and efficiency of service.
2. Maintain streets, parks, benches, police and fire protection, recreational programs and other services sufficiently to meet the needs of Spring Lake residents and business owners.

3. Evaluate existing facilities to identify opportunities to improve efficiency, maximize utilization, and minimize operating costs to avoid the need for additional space.
4. Improve public awareness of the availability and access to community facilities to improve public service and facilities utilization.
5. Continue to maintain and update equipment used by emergency personnel.

## SPRING LAKE'S COMMUNITY FACILITIES

An inventory of Spring Lake's community facilities includes: the Municipal Building, the Borough's two fire stations, the Police Department building, the HW Mountz School, the St. Catharine's Elementary School, the Community House, the Spring Lake Public Library, beach pavilions, and the Borough-owned lots. As indicated in the Goals and Objectives, it is imperative that Spring Lake plan for the maintenance and upgrading of public facilities and, to assist in that effort, an overview of the conditions of each of the Borough's community facilities follows.

**Municipal Building**- The Borough of Spring Lake's municipal building, located at Fifth & Warren Avenue, was built in 1897 as the town's first public school. In addition to housing Borough administrative offices and council chambers/courtroom, the building is home to the Spring Lake Historical Society. The facility is an unusually elaborate and ornate space that served in the 1950's as a Masonic meeting room. The building is currently in satisfactory physical shape, however, alternative means to free up additional space for storage, such as scanning older documents and files to save inventory space should be considered. When the Old First Aid Building is renovated and expanded it is anticipated that the American Legion will relocate there providing an opportunity to obtain approximately 700 square feet of space in Borough Municipal Building.

**Recycling Station–** The Recycling Station located at the Public Works Facility at the corner of Fifth and Salem Avenues is a very important and successful component of Spring Lake's community facilities. Sufficient capacity appears to exist. However, there is an issue regarding the frequency of use that the facility experiences from patrons that live both within and outside the Borough of Spring Lake.

**Fire Stations**- The two fire department facilities appear to be in good physical condition as Fire Station One on Fifth Avenue between Passaic and Warren Avenues was recently expanded and substantially renovated. The other Fire Station shares the building on Washington with the Police Department.

**Police Department Building**- During the warmer months, patrons of stores along Third Avenue frequently ask to use the police buildings bathroom and changing facilities. The Borough should review the need for additional restroom facilities within the downtown area.

**HW Mountz School**- The school experiences a steady enrollment and contains enough extra capacity to meet the needs of additional students should an unanticipated influx of students enroll at the school in the future.

**St. Catharine Elementary School**- Similar to the H.W Mountz School, St. Catharine's appears to have steady/strong enrollment, which is discussed further on in this document.

**Old First Aid Building**- This facility, which is located just west of the intersection of Third Avenue and Washington Avenue, has remained vacant for some time. The Borough has secured grant funding to rehabilitate this structure. The Borough is considering several options for the use of this facility. The options include: additional storage space; a new home for the American Legion facilities, a visitors/rest center for residents and visitors that are frequenting Third Avenue. This area can be utilized to distribute Spring Lake educational materials and historic memorabilia. These alternatives will be developed further as the plan for the rehabilitation of the structure progresses.

**New First Aid Building**- The Borough of Spring Lake has recently constructed a new First Aid building, which is located on 313 Washington Avenue (just east of the Police Department building) and is in very good condition.

**Spring Lake Community House, Public Library and Theatre**- Spring Lake's Public Library, managed and funded by the Borough, is housed within the Community House building located at the northwest corner of Third Avenue and Madison Avenue. The house was given to Spring Lake's citizens by O. H. Brown but is governed by a non-profit Board of Trustees managed by an Executive Director, and is not owned by the Borough. The feasibility of updating, upgrading, and/or expanding this facility should be examined by Spring Lake. The building also houses the Community Theatre and Dance School, which has been occupied by the Spring Lake Theatre Company from 1978. The theatre, renovated in 1986, has a seating capacity of 350. The Spring Lake Theatre Company produces musicals, comedies, and dramas, with professionally talented casts, lavish sets and costumes. Each year the Company puts on six different shows per season, with the opening night ticket sales of each donated to charity. Over 200 local families are assisted through this holiday outreach program each year. The Dance School program teaches ballet, modern dance and other styles of dancing.

**Affordable Housing-** The approved affordable housing project (located proximate to the intersection of Warren Avenue. and Railroad Avenue) was purchased by the Borough .The proposed building will offer four low and moderate-income units in compliance with the Borough's affordable housing obligation.

**Spring Lake Train Station Recreation Center**-A portion of Spring Lake's train station has recently been renovated and renamed the Spring Lake Train Station Recreation Center. This multi-use public building will be used for Borough activities

and programs for seniors, children and other interested parties. The facility has new bathrooms and has been retrofitted to comply with ADA requirements.

**Beach Pavilions -** The Borough of Spring Lake maintains two beach pavilions: the South Pavilion, adjacent to the beach between Atlantic Avenue and Salem Avenue and the North pavilion, adjacent to the beach, at Ludlow Avenue. Further details are provided in the Conservation, Open Space and Recreation Element.

## EMERGENCY SERVICES

### Spring Lake Police Department

During the warmer months, patrons of stores along or proximate to Third Avenue frequently use the police building's bathroom and changing facilities, indicating a need for additional facilities within the downtown itself.

The Police Department is a fully staffed, 24 hour/ 7 day-a-week operation. Its mission is to provide quality, professional police protection and services through a strong, integrated relationship with the community. The policing strategy of the department is that of proactive policing through community involvement. The department currently maintains

- 14 full-time, sworn officers including 1 full-time detective
- 12 - 15 seasonal Class I & II Special Officers
- 8 civilian employees
- modern police / fire Complex

All emergency communications for Police, Fire and First Aid are handled by four full time and three part time dispatchers who also provide services for Spring Lake Heights pursuant to an Interlocal Shared Services Contract. The Police Department utilizes an array of equipment to provide quality services to the community:

- Police Cruisers
- 4-wheel drive sport utility vehicles
- All Terrain Vehicles (ATV)
- Police Bicycles
- Zodiac Rescue Boat
- Jet Ski Water Rescue Craft

Additional programs that operate under the auspices of Spring Lake's Police Department include:

**DARE Program** - Drug and Alcohol Resistance Education, an early intervention program taught in both elementary schools.

**House Closing Registration** - For residents who may be leaving their house unoccupied for an extended period of time. Information is left with the police department regarding contacts, alarm, lighting, vehicles, etc.

**Ident-a-Kid Program** - provides parents with a photograph and records personal information for children in case a child becomes lost or missing.

**Operation Senior Line** - program that enables senior citizens in the Spring Lake community to telephone the police department on a daily basis in an effort to ensure their well-being and safety. Officers make visits to the seniors if a call is not received.

## Crime

**Tables 18** and **19** depict the number of property crimes and violent crimes in Spring Lake as compared to state and national statistics. The Federal Bureau of Investigation (FBI) estimated in 2006 that for every 100,000 inhabitants, 2,091 property crimes occurred in New Jersey and 3,334 occurred in the nation. Spring Lake property crimes totaled 80, well below the state and national average. There were no violent crimes reported in Spring Lake in 2006 compared to the rate of 351.2 violent crimes in the state and 473.5 in the nation. While extremely low, larceny/theft and auto theft accounted for the largest percentages of crimes in Spring Lake.

**Table 18: Property Crimes Reported in 2006**

| Crime | Spring Lake | per 100,000 in NJ | per 100,000 in U.S. |
|---|---|---|---|
| Burglary | 5 | 452 | 729.4 |
| Larceny/Theft | 68 | 1556 | 2206.8 |
| Auto Theft | 7 | 283.4 | 398.4 |
| Totals | 80 | 2091.4 | 3334.8 |

Source: 2006 FBI Offenses Know to Law Enforcement

| Table19: Violent Crimes Reported in 2006 | | | |
|---|---|---|---|
| **Crime** | **Spring lake** | **per 100,000 in NJ** | **per 100,000 in U.S.** |
| Murder | 0 | 4.9 | 5.7 |
| Forcible rape | 0 | 14.2 | 30.9 |
| Robbery | 0 | 153.1 | 149.4 |
| Aggravated Assault | 0 | 179.4 | 287.5 |
| Totals | 0 | 351.2 | 473.5 |
| Source: 2006 FBI Offenses Known to Law Enforcement | | | |

**Fire Departments**

The Spring Lake Fire Department is comprised of two fire companies, both of which are volunteer organizations supporting a total of 70 volunteer firefighters. The department maintains one aerial ladder truck, four pumper trucks, one light rescue truck and one chief's car.

Fire Company No.1, located at 1007 Fifth Avenue, was the first fire company to serve the residents of Spring Lake and neighboring towns. Fire Company No. 1 held its first regular meeting on Nov 11, 1890 and meetings are still held at the company on the 1st Thursday of every month at 8PM. What makes Fire Company No. 1 unique is that the members own maintain and insure the firehouse, as well as owning 2 of the 3 fire trucks housed at the station. These purchases were made possible by the generous donations from the residents and businesses over the past 108 years. To date, Fire Company No 1. is still manned solely by volunteers.

Spring Lake Fire Company No. 2 (Goodwill Fire Company), located at 311 Washington Avenue, was organized in December 1901. F.W. Newman was the first chief.

In terms of future planning, each facility is well maintained and the fire equipment is kept up to date with the help of donations to each organization. The most important issue is that each squad attracts a sufficient amount of fire fighters to serve the Borough of Spring Lake. Should this trend continue, the Borough may consider consolidating fire emergency services with one or another of Spring Lake's surrounding municipalities.

**Spring Lake Office of Emergency Management (OEM)**

The Spring Lake Office of Emergency Management (OEM) has initiated several new emergency warning capabilities to provide timely information to Spring Lake families. An AM broadcast station (1640 AM) airs NOAA weather information updates daily and will include emergency warning messages when necessary. The Borough also has installed an emergency siren with loudspeaker capability.

A major addition to the warning system is Reverse 911. This capability (called Code Red) enables the Borough to provide emergency message calls directly to local phones. Emergency messages can be sent to the entire town (in the event of a hurricane, for example), to sections or blocks within the town (as a flood warning to residents living near one of the lakes, for example) or to special groups of residents (e.g., school families in the event of a school closing).

### Spring Lake First Aid Squad

The Spring Lake First Aid Squad was founded in 1928 and is located at 313 Washington Avenue. The squad's primary response area is Spring Lake and Spring Lake Heights, with a secondary response area including area towns. The Spring Lake First Aid Squad was the second established volunteer squad in the United States, with the neighboring town of Belmar being the first. The Spring Lake squad currently contains 25 members, and the Community Facilities Map **(Figure 5)** shows its location.

## SPRING LAKE EDUCATION

The Spring Lake Board of Education maintains one public school serving local students from kindergarten through eighth grade, the H.W. Mountz School. Graduates of H.W. Mountz School are assigned to Manasquan High School as part of a sending/receiving relationship; otherwise, students may attend one of the magnet schools in the Monmouth County Vocational School District such as The Marine Academy of Science and Technology (MAST), Academy of Allied Health & Science, High Technology High School, Biotechnology High School, or Communications High School.

In 1897, the town's first public school was built at the corner of Warren Avenue and Fifth Avenue. Later, the building housed a Masonic Lodge and the school ultimately relocated to Tuttle Avenue. On May 10, 1962, the Spring Lake public school was renamed to honor its retiring principal, H.W. Mountz. The school had a 2007-2008 enrollment of 253 students, with an average class size of 17 students. **Table 20** compares the total number of students enrolled in the school district for the years of 1998/99 through 2007/08. Total enrollment has steadily decreased since the 1998/1999 school year with one exception: the 2001/2002 school year. This trend is contrary to those of school districts throughout the State of New Jersey, where development has pushed school occupancy to its limits. In fact the H.W. Mountz Long Range Facility Plan indicates a capacity to hold 331 students, which is room for 78 more students than are currently enrolled. While school aged children increased 17.4% over the past ten (10) years the overall decrease in school registration may indicate children are attending private school such as St. Catharine's or may also lend itself to the fact that many of Spring Lake's homes are summer homes for people and their children are not attending school in town.

| Table 20: H.W. Mountz School Enrollment, 1998-2008 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Year | 98-99 | 99-00 | 00-01 | 01-02 | 02-03 | 03-04 | 04-05 | 05-06 | 06-07 | 07-08 |
| Enrollment | 330 | 318 | 316 | 321 | 291 | 296 | 286.5 | 282 | 253 | 253.5 |
| Data provided by Mountz School, 2008 | | | | | | | | | | |

Due to the age of the Borough's school, facility maintenance and improvements are a constant concern. The current Long Range Facilities Plan identifies a total of $967,500.00 for upgrades to school systems for the years 2005 till 2009, including renovating the gym, replacing the roof, replacing the air conditioning and re-pointing the exterior brick.

The only private school located in Spring Lake is the St. Catharine School, founded in 1932, an educational ministry of St. Catharine-St. Margaret Parish. The school serves students in grades K-8 and its enrollment stood at 485 students for the 2007-2008 school year. That is a 25-student reduction from the 2006-2007-school enrollment. St. Catharine's maintains an 18.9 student to teacher ratio and employs 25 teachers throughout the year. A breakdown of enrollment by grade is provided below:

| Table 20A: St. Catharine School Enrollment (2007-2008) | |
|---|---|
| **Kindergarten** | 39 |
| **1st Grade** | 53 |
| **2nd Grade** | 52 |
| **3rd Grade** | 54 |
| **4th Grade** | 65 |
| **5th Grade** | 60 |
| **6th Grade** | 47 |
| **7th Grade** | 59 |
| **8th Grade** | 56 |
| **Total** | 485 |
| Source: National Center for Educational Statistics Website (accessed 5/11/09) http://nces.ed.gov/globallocator/sch_info_popup.asp?Type=Public&ID=341557004106 | |

As the population of Spring Lake Borough is not projected to rise significantly, and it appears that these institutions have fairly stable enrollments, major capacity issues for either the Borough's public or private schooling system are not foreseen.

**Spring Lake Public Library**

The Spring Lake Public Library is located at 1501 3rd Avenue inside the Community House. Events at the library are updated frequently through the Library website which can be accessed at http://www.springlake.org/library/index.html. Due to inventory of materials and the limited amount of space available within the library, updating/rehabilitation or possible building expansion should be examined to improve storage space and also to expand the range of services offered at the library.

**Religious and Fraternal Organizations**

Adding to the social fabric of Spring Lake is the strong network of religious and fraternal organizations, many of which have been present in Spring Lake for over a century. **Table 21,** Religious Organizations, lists the religious organizations with churches or buildings in Spring Lake. **Table 22**, Fraternal Organizations, indicates the fraternal organizations established in the municipality.

| Table 21: Religious Organizations in the Borough of Spring Lake | |
|---|---|
| **Church/Religious Building** | **Location** |
| Saint Andrews United Methodist Church | Fourth and West Lake Drive |
| Saint Catharine Roman Catholic Church | West Lake Avenue |
| Saint Margaret Roman Catholic Church | Third and Ludlow Avenues |
| Episcopal Church of the Holy Trinity | Third and Monmouth Avenues |
| Source: Borough of Spring Lake Tax Records | |

| Table 22: Fraternal Organizations in the Borough of Spring Lake | |
|---|---|
| **Organization** | **Location** |
| American Legion Post #432 | P.O. Box # 109 |
| The Woman's Club of Spring Lake | P.O. Box #328 |
| Spring Lake/Brielle Rotary Club | Not Available |
| Borough of Spring Lake Fire Co. #1 | 1007 Fifth Avenue |
| Source: Borough of Spring Lake Tax Records, Borough of Spring Lake Chamber of Commerce | |

**Spring Lake Train Station**

The renovation of the Train Station building to be renamed Spring Lake Recreation Center will boast new bathrooms and be handicapped accessible. Planned as a multi-use public building, the Spring Lake Recreation Center will be used for Borough activities and programs for seniors, children and other interested parties. In addition, the interior of the building will also get a face-lift including a wide screen TV, furniture and other leisure items. In recognition of all of the past financial support the building has received from the Spring Lake Five Race, the walls will be decorated with vintage photographs and race memorabilia.

**RECOMMENDATIONS**

The Borough has employed an incremental approach to the provision of municipal services as Spring Lake's population and services have remained relatively stable for some time. This is a fiscally prudent course and provides planning for the upgrading and expansion of community services, as they are needed. Consequently, the facilities operated by the municipality, except in a few instances, are sufficient for the needs of residents. Several recommendations, however, are included for future planning efforts by

the Borough of Spring Lake. While Spring Lake currently provides its residents with an abundance of service facilities, there are a number of ways in which the Borough could improve on and expand its community facilities. The following is a list of recommendations:

1. It is recommended that Spring Lake continue to maintain the Borough's community facilities and review the feasibility of expanding services, i.e., expanding the use of park gazebos and associated areas for public presentations, concerts and the like.

2. Implement the recommendations of the Circulation Element. As the functionality and accessibility of municipal services are often dependent upon traffic circulation patterns, the Community Facilities Plan Element should be consistent with the Circulation Element. Specific attention should be paid to the traffic and circulation control at the Borough's recycling facility during peak hours, especially on Saturdays.

3. Investigate the potential for implementing a program with Borough residents that would enable residents to receive "stickers or "coupons" with additional stickers available for purchase. This program could address the issue of the frequency of the use of the recycling facility by both patrons that live both within and outside the community.

4. Review existing Development Impact Fees. An increase to these impact fees would provide the Borough with an opportunity to fund and finance larger scale public improvements in lieu of using the Borough's Capital Improvement Fund dollars.

5. Establish a Committee to examine other means of obtaining supplementary County and State grant funding. This will enable the Borough to expand the range of grant opportunities and public improvements that are at the Borough's disposal.

6. Investigate the potential for public/private funding opportunities. The Borough has a long history of funding major public improvement projects with private donations or funds that were raised by non-profit organizations. The Police Station, Devine Park Playground, Downtown Centennial Clock, new streetlights, boardwalk extensions, and new benches are all examples. The State and County funding for the Old First Aid Building will be augmented with matching Borough funding and with private fundraising efforts to minimize the impact on the taxpayers.

7. Prepare a study and develop a plan to improve landscaping and perimeter fencing along 5th Avenue and Monmouth Avenue. The study should incorporate sustainable design principals such as natural filtering planting buffers, recharge zones and rain gardens. The study should also provide attention to the Black Creek embankment and abandoned structures (Water Tower).

# CONSERVATION, RECREATION, AND OPEN SPACE ELEMENT

## INTRODUCTION

Spring Lake Borough has experienced significant changes in regard to its recreational and open spaces since the Borough's last Master Plan update, which was drafted in 1974. Since that time, the Borough has undergone a transformation from a resort community to a bedroom community, and has also experienced a dramatic increase in land values. However, the Borough's foundation of open space and recreational facilities has remained largely intact and unaltered.

Spring Lake's abundant natural resources and scenic open spaces are a major contributing factor to its identity and regional destination draw. Open space and recreation facilities not only support the 3,567 residents all year long but also support the approximately 30,000 peak seasonal users. The following Conservation and Recreation Element, first, outlines the Borough's Goals and Objectives concerning open space and recreational areas, then provides an inventory of Spring Lake's natural resources and recreational facilities, outlining lastly an action plan for Spring Lake to maintain and expand these lands to meet the needs of residents, continue to attract visitors, and ensure the vitality of the Borough for generations to come.

## GOALS AND OBJECTIVES

The Borough of Spring Lake has established the following goals and objectives. These declarations, which will serve as the Borough's defining principals with regards to open spaces and recreational facilities in the Borough, will help to guide discussion and policy making through the future.

The Goals of the Conservation, Recreation and Open Space Element are:

1. Promote conservation of water and other natural resources and promote sustainable "Green" (LEED) development;

2. Set aside open space areas wherever possible so as to maintain the appropriate balance between developed and undeveloped areas of the Borough;

3. Protect and preserve Spring Lake's vast natural resources and environmentally sensitive lands including its wetlands, waterways, habitats for threatened and endangered species, and rare flora;

4. Promote and advance new technologies that serve to improve water quality and reduce the risk of flooding in the Borough of Spring Lake;

5. Protect Spring Lake's vital open space and recreational areas and promote the expansion of recreational services at Marucci Park.

The Objectives of the Conservation, Recreation, and Open Space Element are:

1. To accommodate the year-round recreational needs of both Spring Lake's current and future residents through public, private, and semi-public efforts;

2. To promote the continued prosperity and expansion of recreational services to serve all members of the Spring Lake community and explore possible opportunities to expand the range of recreational services that are offered by the Borough;

3. To acknowledge a deep-seated sense of responsibility to ensure that adequate recreation and open space provisions are provided to the Spring Lake community to the extent that the Borough has opted to tax itself, raise money to pay for new and specific public recreation and community facilities, and seek additional sources of funding in a concerted effort to accomplish these aforementioned goals.

## OPEN SPACE & NATURAL RESOURCES

### Water Resources

Spring Lake is endowed with extensive water resources in the form of three lakes and significant frontage on the Atlantic Ocean. While the lakes primarily serve the Borough as recreational destinations, the oceanfront provided Spring Lake the opportunity to develop its resort character. Correspondingly, hotels in the Borough developed first along Ocean Avenue to accommodate visitors to Spring Lake with an ocean view and near Devine Park. The main waterways found in the Borough consist of Spring Lake, Lake Como, and Wreck Pond. In addition, Wreck Pond Brook, Polly Pod Brook, and Black Creek are tributary waterways that flow into these aforementioned waterbodies. **(See Figure 6)**

### Spring Lake

Spring Lake, which is also known as Divine Park Lake, is located at nearly sea level and is 16 acres in size. The lake features a maximum depth of 12 feet and an average depth of 5 feet, and is used often for fishing. It is an artificial lake, totally surrounded by parkland with no structures. The lake is fed by the springs that created it as well as a number of stormwater outfalls. The lake's outlet drains into Wreck Pond.

Due to the nature of Spring Lake's waters, the stormwater that enters and is held by Spring Lake has impaired it. As such, Spring Lake features increased pH levels in the

spring and summer months when nitrate levels are also highest, most likely due to an increase in the use of fertilizers.

**Lake Como**

Lake Como was formerly named Three Cornered Pond, as it was originally a small estuary with an outlet to the Atlantic Ocean. However, as the parkland surrounding Lake Como was developed, this outlet was dammed. The shoreline area of the lake consists of grassy banks and trees, as well as ornamental shrubs. The lake contains a depth at one of the basins of 12 feet, and the floor of the lake is primarily weed-choked. Gravel sediment exists in the shallow regions, which becomes silt in the deeper regions. Some small boat activity is permissible on the lake, as is fishing.

**Wreck Pond**

Clearly, one of the primary concerns for the Borough of Spring Lake's management of natural resources is Wreck Pond. Located along the Spring Lake-Sea Girt municipal boundary and adjacent to the public recreational beaches along the Atlantic Ocean, discharges from Wreck Pond have been responsible for chronic beach closings in Spring Lake's southernmost beaches due to elevated bacterial levels in bathing beach waters after rainstorm events. The Borough of Spring Lake is currently in the process of undertaking a "Wreck Pond Environmental Study" to determine the condition of the pond and to identify optimal control measures to improve water quality, ecological habitat, and flood control. The study is funded through a series of Federal grants under the auspices of the United States Environmental Protection Agency (USEPA). Wreck Pond Brook, Hannabrand Brook, North Branch, and a few tributaries, which include Black Creek, feed Wreck Pond. Hurley's Brook is yet another upstream tributary as it feeds into Wreck Pond Brook. The watershed area that drains to Wreck Pond is approximately 11.5 square miles and contains a mix of wooded areas, agricultural areas, low-to-medium-density residential areas, and mixed-use areas. In addition to the tributary streams, Wreck Pond receives direct stormwater flows through outfall structures from surrounding areas within its watershed.

Tidal floodgates permit flow out of Wreck Pond and into the Atlantic Ocean, but prevent the regular flow of saltwater into the pond. The Borough should investigate through further study whether the new tidal floodgates affect the water quality of Wreck Pond. As per the 1996 South Coast Environmental Planning Region Ecological Resource Inventory, prepared by the Monmouth County Planning Board and Monmouth County Environmental Council, Wreck Pond Brook was designated as a unique area in the County due to its vegetative and environmental resources.

Due to its size and the urban nature of its watershed, the pond, contains an array of characteristics and impairments. Yearly, pH levels in the pond range from a low of 7.0 to a high of 9.0. The nitrate levels are high in the spring, when the most runoff occurs. Further, the highest nitrate levels are found in the inlet areas of the lake. Runoff and warmer temperatures during the spring and summer also causes excessive Coliform

levels. Further Wreck Pond Brook and Wreck Pond are included on Sublist 5 of the NJDEP's 2004 "Integrated List of Impaired Waterbodies". As such, the Brook has been qualified as an impaired waterway for benthic macro invertebrates, while the pond itself is listed as impaired due to phosphorous.

According to published findings, 50 of the 59 ocean swimming bans in the State of New Jersey in 2004 and 58 of the 80 closings in 2003 were caused by overflow from Wreck Pond. Potential sources of contamination include stormwater flow into the pond, waterfowl use, pet waste and the like. These closings also negatively impacted the private and public beach economy.

In fact, the Borough estimated a daily loss of $5,000.00 during the 2004 Beach Season due to frequent public beach closings in the Pier Beach area, which is located at the outfall pipe from Wreck Pond. These closings are directly attributable to elevated fecal levels from the pond's stormwater discharge into the Atlantic Ocean.

To address the pond's water quality and flooding issues, several governmental initiatives are taking place simultaneously. First, the NJDEP has recently completed a project that extends Wreck Pond's outfall an additional 300 feet out into the water of the Atlantic Ocean. However, in regards to water quality it is still unclear as to whether the longer pipe will result in an improvement in water quality at the beach. To determine the effect of the outfall extension, government officials have conducted extra water sampling during storm events to observe the effect of the outfall extension. The results of the sampling will determine if the outfall extension project has been successful.

Simultaneously, the New Jersey Department of Environmental Protection (NJDEP) has proposed a dredging of the pond to improve water quality and reduce the impacts of overflows on ocean water quality. But as governmental funds to complete this project have yet to be allocated, it is unclear when a large Wreck Pond dredging project will be undertaken and whether or to what degree the outfall extension will improve water quality at the beaches. As part of the study by Najarian Associates, Inc., sediment sampling of the pond and Black Creek upstream will be completed to consider if dredging of the pond is feasible and/or beneficial to improving water quality in Wreck Pond and its surrounding habitat.

The "Wreck Pond Environmental Study" being completed for the Borough by Najarian Associates, Inc. will also include a hydrologic modeling of the pond to address flooding issues that have been experienced as recently as October 2005. In addition, all of the outfall pipes that discharge into the pond will be sampled during a storm event to determine the amount of pollutants each outfall is discharging to the pond and suggest the best management practices that are most appropriate to improve each impaired outfall.

On a larger scale, the Monmouth County Planning Board (MCPB) has initiated a committee to develop a Regional Stormwater Management Plan for the Wreck Pond watershed. The Borough is also an active participant in the preparation of the Wreck Pond Watershed Regional Stormwater Management Plan (WPWRSMP). The Committee,

which is organized and is currently pursuing this effort, is comprised of representatives from Spring Lake Borough and a number of surrounding communities and governmental bodies. This project, under the leadership of the MCPB, is a working group which endeavors to develop a Regional Stormwater Management Plan and more stringent design standards and apply them to the entire watershed so as to improve water quality and reduce beach closings. The WPWRSMP activities include, but are not limited to, the design of plans to reduce flood damage, minimize runoff from new development, reduce soil erosion, assure the adequacy of existing and proposed culverts and bridges, maintain the integrity of stream channels for biological functions, and minimize pollutants in stormwater to restore, enhance, and maintain the chemical, physical, and biological integrity of the waters contained in the watershed.

The WPWRSMP is expected to characterize the watershed, calculate groundwater recharge volume, determine the hydrologic and hydraulic relationships at work in the watershed, determine existing and potential sources of pollution, utilize existing computer model techniques that can be used as stormwater management tools, develop drainage area specific water quality and water quantity management targets, and establish design and performance standards for Best Management Practices (BMP's) that might be installed within the Wreck Pond watershed. Once the pond's Regional Stormwater Management Plan is complete, this Municipal Stormwater Management Plan and the Borough's Stormwater Control Ordinance may be amended to incorporate the goals, objectives, and design standards that are specified in the plan. Therefore, once the Wreck Pond RSWMP is completed, the WPWRSMP will be reviewed and amended as necessary to ensure consistency between the two reports.

**Waterway Maintenance**

The Borough of Spring Lake's municipal borders include Spring Lake in its entirety and the majority of Lake Como and Wreck Pond as well. These three lakes provide many regional benefits. All of the waterbodies serve as grade stabilization structures, by reducing the overall slope of the stream system. These also function as local stormwater basins, which provide varying levels of stormwater attenuation and all of the water quality benefits that are associated with these types of facilities. The waterbodies also provide aesthetic benefits to the community, recreational benefits for humans, and a valuable habitat for flora and fauna.

The benefits of the aforementioned waterbodies are dependant upon the ongoing maintenance of these features. To avoid significant potential problems, it is necessary that each of the three (3) lakes within the Borough be proactively managed to ensure the stability and continued functionality of these features.

Therefore, it is recommended as part of this Plan that a comprehensive management plan and maintenance schedule be adopted for all three lakes in the Borough. The recommended action includes benefits such as:

- A standardized, comprehensive approach for maintaining and managing each lake

- A long term plan that will ensure the health and adequate function of each lake for future generations of residents
- Prevention of the costly rehabilitative costs which would have to be incurred following a major failure of the system

Further, a comprehensive Lake/Pond Management Plan should address the following items:

**Siltation & Dredging**

The maintenance plan should address issues such as sediment source control, dredging, and in-water sediment reduction or collection systems/structures. Although costly, the option of dredging may be necessary in order for each lake to maintain an attractive and healthy biological function. The NJDEP is currently examining dredging Wreck Pond and the Borough has contacted NJDEP about the possibility of "piggybacking" a dredging project involving Spring Lake with the Wreck Pond effort. In any case, prior to dredging, plans should be implemented to limit and contain the future impacts of siltation.

**Vegetation Management**

The Borough should also consider a policy of maintaining a healthy, diverse barrier surrounding each water body. This effort would help to reduce the impacts of non-point source runoff into the waterbody as these features provide an effective filter from overland runoff.

**Wetlands**

Wetland areas have a variety of different names. They involve mangroves, marshes, swamps, bogs, prairies, vernal pools, potholes and sometimes forested areas. Wetlands act as traditional areas between well-drained uplands and permanently flooded regions or waterways. They are important to our ecosystem for a variety of reasons. They act as nursery areas for fish and other sea-life and provide shelter for amphibians. They are even utilized as safe havens and feeding grounds by migrating birds. In fact, wetlands often contain more animals and plants than nearby waterways. Wetlands also provide protection for humans and their property. They absorb floodwaters and act as barriers from storms. Perhaps the most important purpose wetlands have in our survival is that they act as natural reservoirs and help protect the water quality.

The wetland areas in Spring Lake Borough are depicted in **Figure 6**-Wetlands and Waterways Map. The largest areas of wetlands in Spring Lake are found in the northernmost sections of the Borough, proximate to Lake Como and Marucci Park, along Polly Pod Brook. **(See Figure 6)** The other significant area of wetlands lies adjacent to Spring Lake within the western most areas of Divine Park. Most of the wetland areas in Spring Lake remain undeveloped and some wetlands, like the areas surrounding Spring Lake and Lake Como, are permanently preserved and utilized for passive recreation.

**Floodplains**

The Federal Emergency Management Agency (FEMA) has devised a mapping and classification system for determining the degree and likelihood of flooding for municipalities across the United States. To inform both public and private land use decision makers of areas that are subject to flooding, the Federal Emergency Management Agency has completed Flood Insurance Rate Maps (FIRM) for the Borough of Spring Lake. The flood risk classifications that have been developed by FEMA to illustrate this risk are defined below:

Zone A – Subject to 100-year flood. Base flood elevation undetermined – Areas within this zone have been determined by the National Flood Insurance Program to be subject to the 100-year flood. BFE's or depths are not shown within this zone because detailed hydraulic analyses are not performed in these areas. Owners of properties located in Zone A are required by law to purchase flood insurance.

Zone AE – Areas subject to 100-year flood with base flood elevation determined - Areas within this zone have also been determined by the National Flood Insurance Program to be subject to the 100-year flood. BFE's or depths are usually shown at selected intervals within this zone because detailed hydraulic analyses have been performed in these areas. Owners of properties located in Zone AE are required by law to purchase flood insurance.

Zone VE – Areas subject to the 100-year flood with an additional velocity hazard (wave action) base flood elevation determined – Zone VE is the flood insurance rate zone that corresponds to the 100-year floodplain that have additional hazards associated with storm waves. BFE's derived from detailed hydraulic analyses are shown at selected intervals within this zone. Owners of properties located in Zone AE are required by law to purchase flood insurance.

Zone X500 – Areas between the limits of the 100-year and 500-year floodplain, or certain areas with average depths less than one-foot (1') or where the contributing drainage area is less than one square mile – BFE's and depths are not shown in this zone and flood insurance is not required by law in these areas.

While the majority of Spring Lake is outside the FEMA Floodplain, there are several areas which have been determined to be possibly subject to a flooding event. Areas located immediately along the banks of Wreck Pond, Spring Lake, Polly Pod Brook (which is also referenced as "Polly Pond Brook" within the NJDEP's GIS data layers), and Lake Como have been designated as an "AE Zone" by the FIRM maps. As illustrated through **Figure 7**-FEMA Flood Map, the areas contained within the "AE" flood zone designation have been found to lie within the 100-year floodplain. Also, portions of the Borough that border the Atlantic Ocean have been designated to lie within the "VE" flood zone due to the ocean's wave action. Further, extensive areas adjacent to

Spring Lake, Wreck Pond, Polly Pod Brook, and Lake Como have been delineated as falling within the "X500 Flood Zone". These lands have been determined as areas that are either between the limits of the 100-year flood and 500-year flood, or certain areas subject to 100-year flooding with average depths of less than one foot. The term "100-year flood" is the flood elevation that has a one percent chance of being equaled or exceeded each year. Thus, the 100-year flood could occur more than once in a relatively short period of time.

In addition, another flood risk assessment tool that has been developed by FEMA is to establish a location's Base Flood Elevation. The Base Flood Elevation (BFE) is the average depth of the base flood, usually in feet above the ground surface. Below is a listing of the Base Flood Elevation Marks that have been established within the Borough of Spring Lake.

**Table 23: Elevation Reference Marks Within the Borough of Spring Lake**

| Elevation | Location |
|---|---|
| 18.720 ft. | A C&GS Triangulation Station Disk Stamped SPRING LAKE 1934, set in top of concrete post projecting four inches above level of ground located 109 feet north-northwest of approximate center of intersection of Worthington Avenue and Ocean Avenue, 78 feet north of north curb of Worthington Avenue and 25.5 feet west of west curb of Ocean Avenue. |
| 15.046 ft. | A C&GS Azimuth Mark disk stamped Spring Lake 1932, set in top of concrete sidewalk; located 38 feet northwest of approximate center of intersection of St. Clair Avenue and Ocean Avenue, 9.0 feet west of west curb of Ocean Avenue and 0.3 feet north of north curb of St. Clair Avenue. |

Source: FEMA Flood Insurance Rate Map (FIRM) Spring Lake Borough, Monmouth County, New Jersey. Effective Date: March 1, 1984.

Spring Lake is continuously monitoring and correcting existing areas of flooding and the Borough actively addresses drainage and flooding issues as they arise and are reported by residents. Spring Lake includes drainage improvements as part of its Capital Improvement Program and is in the process of refurbishing stormwater basins, incorporating concrete aprons when feasible into new road construction projects, and requiring underground Mershon stormwater storage pits for new development applications. In addition, the Borough is also considering allowing the "Rain Gardens" structures that have been developed by Rutgers University as a more aesthetically attractive alternative to the required Mershon pits. The incorporation of Rain Gardens holds the potential to offer land development applicants an important and aesthetically

pleasing alternative to make Spring Lake even more attractive, while enhancing the Borough's ecological health.

As a result of these measures, most of the flooding and drainage issues that occurred in the Borough have been addressed. However, it is imperative to note that a significant portion of the Borough is contained within either the 100-year or 500 year floodplain. The continued imposition of impervious surfaces within the Wreck Pond, Lake Como, and Spring Lake watersheds, as well as the elevated frequency and intensity of tropical systems, all stand to possibly render in peril, portions of Spring Lake that are not within the bounds of these traditional floodplain demarcations. As such, it is imperative that the threat of flooding and its possible effects remain a high priority in Spring Lake for the foreseeable future and that the Borough's emergency services preparedness for floods or other natural emergencies that have recently been implemented continue to be practiced and fine-tuned.

**Steep Slopes**

The topography of the Borough ranges from an elevation of 10 feet in most areas, to 0 to 5 feet in the most low-lying areas. The topography is characterized by nearly level to gently sloping relief. As this generally sloping relief is found throughout the Borough, Spring Lake does not feature any areas of steep slopes.

**Soils**

In planning for the future of Spring Lake, such elements as topography, the type and drainage characteristics of soils found in the Borough must be considered to ensure that further development harmonizes with the environment and landscape. The Borough of Spring Lake contains eight soil types which range from the poorly drained Atsion series to the well-drained Downer series. The basic soil types found in Spring Lake may be classified as either alluvial or marine with subdivisions of each. Drainage conditions within Spring Lake Borough vary, but generally the soils in the Borough exhibit drainage that ranges from good to excellent. These soils, which are all gently to moderately sloping and nearly level in form, are illustrated in greater detail through **Figure 8**-Soils Map.

**Threatened and Endangered Habitats**

The New Jersey Department of Environmental Protection Division of Fish and Wildlife has established the Landscape Project program, which aims to protect New Jersey's threatened and endangered species and their habitats. Through the program, the NJDEP has separated the state of New Jersey into five landscape regions. Each one (1) of the landscape regions has been separated into five distinctive land cover types that are critical habitats for wildlife. These land covers and their descriptions are identified below:

| Table: 24 Land Cover Types | |
|---|---|
| **Land Cover Type** | **Description** |
| Grassland | Critical area for grassland-dependent species |
| Forest | Critical area for forest-dependent species |
| Emergent Wetland | Critical area for wetland-dependent species |
| Forested Wetland | Critical area for forest and wetland-dependent species |
| Beach | Critical area for beach dependent species |
| Source: NJ Department of Environmental Protection | |

Each land cover habitat incorporates five levels of habitats, ranked one through five. These levels are depicted in the following table:

| Table 25: Threatened and Endangered Species Habitat Classifications | | |
|---|---|---|
| **Rank Number** | **Status of Species** | **Description** |
| 1 | Suitable | Meet habitat suitability for threatened, endangered or priority species but has no known species that inhabit the area. |
| 2 | Priority Species | Includes species that the NJDEP and other wildlife panels have identified as having special or regional concern |
| 3 | State Threatened | Contains species that are on the NJDEP's official list of threatened species. |
| 4 | State Endangered | Contains species that are on the NJDEP's official list of endangered species. |
| 5 | Federal T & E | Contains species that are on the official Federal list of threatened or endangered species. |
| Source: NJ Department of Environmental Protection | | |

Spring Lake Borough is located in the Atlantic Coastal landscape region, which is especially important because beaches and marshes in this region are among the most productive coastal habitats in the country. Despite heavy development, these lands continue to support important portions of Atlantic coast populations of colonial nesting birds, such as common terns, little blue herons and great egrets, and endangered beach nesting birds such as least terns and piping plovers. These coastal habitats also support most of the State's ospreys and peregrine falcons, as well large numbers of northern harriers, black rails, and many other non-game species.

The NJDEP's records indicate that currently two species, which are contained on the State's official list of Threatened and Endangered species are located within the Borough of Spring Lake. These species, known as the Least Tern and the Piping Plover both currently hold a rank of 4, which means they are contained on the NJDEP's official list of endangered species. As illustrated through **Figure 9 -** T & E Species Map, both habitat areas are located proximate to the shoreline, near the Wreck Pond outfall to the Atlantic Ocean.

## RECREATION PLAN

An Open Space and Recreation Plan (OSRP), as defined by the State of New Jersey's Green Acres Program articulates a local government's vision of open space and recreation. It should establish a philosophical and practical justification for the protection and preservation of open space and recreation opportunities. An OSRP provides a framework for implementation. Through an OSRP, a municipality identifies and examines important open space and recreation resources and articulates a plan for their improvement, expansion, and preservation. As illustrated below, this OSRP has been prepared in accordance with the guidelines of the New Jersey Green Acres program.

### Inventory of Existing Open Space and Recreation Facilities

The Borough of Spring Lake currently owns 119.45 acres of open space and 80.89 acres of lands that are available to the public for active or passive recreational use. Spring Lake's parks and recreation facilities make a substantial contribution to the quality of life experienced by residents and enhance its reputation as a desirable place to live and work. In addition to providing a recreational outlet, the Borough's system of parks and recreation facilities provides much needed open space and a gathering place for social and civic events.

All existing State, municipal and non-profit open space and recreational facilities are designated and shown on the accompanying **Table 27**: **"Inventory of Open Space and Recreational Lands in Spring Lake Borough"** as well as on the "Open Space And Recreational Lands Map", which has been included within this Plan as **Figure 10**. Approximately 200 acres, or 24% of the Borough's land area, is preserved for public use either as recreational land or open space. It should be noted that a large portion of this area is in the form of the continuous beach with ocean access that forms the Borough's easternmost border. As the entire expanse of this area is used for both active and passive

recreation facilities on the beach and boardwalk, it has been included within this inventory.

When compared to the National Recreation and Park Association's (NRPA) standards, Spring Lake actually exceeds the required amount of recreational land and open space. As such, the acquisition of lands devoted for such purposes is not a high priority. Further evidence of the surplus of open space and recreational lands in the Borough can be found in Monmouth County's Open Space Plan. **(Table 26)** The County's assessment reinforces the fact that the Borough of Spring Lake has assembled enough land to meet the communities' recreational needs. It should be noted however, that this assessment is based on the year round population of Spring Lake (3,569), not the estimated 30,000 seasonal population influx during the summer months.

**Table 26: Spring Lake Data from the 2006 Monmouth County Open Space Plan**

| | BALANCED LAND USE STANDARD | | | | | ACRES/POPULATION STANDARD - 2005 | | | |
|---|---|---|---|---|---|---|---|---|---|
| | EXISTING OPEN SPACE (2005) | MUNICIPAL LAND AREA | TARGET | +SURPLUS -DEFICIT | % OF TARGET OWNED | EST. POP. (2005) | TARGET +/- | SURPLUS/ DEFICIT) | % OF TARGET OWNED |
| SPRING LAKE | 119.45 | 832 | 24.96 | 94.49 | 479% | 3,569 | 28.55 | 90.90 | 418% |

Source: 2006 Monmouth County Open Space Plan (accessed 6/15/07)
http://www.monmouthcountyparks.com/pdf/Open_space_plan_06.pdf

In addition a comprehensive illustration of the open space and recreational areas within the Borough of Spring Lake has been included in **Table 27** below:

**Table 27: Inventory of Open Space and Recreational Lands in Spring Lake Borough**

| BLK | LOT | LOCATION | OWNER | DESCRIPTION | ACRES | LAND VALUE | AMENITIES | TYPE |
|---|---|---|---|---|---|---|---|---|
| 1 | 1 | OCEAN AVE | BOROUGH OF SPRING LAKE | BEACH | 54.13 | $111,706,800 | Beach with Public Access | Regional Park |
| 1 | 2 | FIRST AVE | BOROUGH OF SPRING LAKE | BEACH | 0.73 | $1,460,000 | Beach with Public Access | Regional Park |
| 2 | 1 | OCEAN & BROWN AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 2.399 | $16,195,500 | Open Space Area | |
| 3 | 1 | FIRST & BROWN AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.6887 | $2,892,900 | Open Space Area | |
| 4 | 1 | OCEAN ROAD | BOROUGH OF SPRING LAKE | WRECK POND | 43.6 | $414,000 | Active and passive recreation | |
| 12 | 1 | 301 SECOND AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | .4949 | $727,200 | Open Space Area | |

| Table 27: Inventory of Open Space and Recreational Lands in Spring Lake Borough | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **BLK** | **LOT** | **LOCATION** | **OWNER** | **DESCRIPTION** | **ACRES** | **LAND VALUE** | **AMENITIES** | **TYPE** |
| 13 | 2.01 | 330 SECOND AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.196 | $563,800 | Open Space Area | |
| 13 | 2.02 | 320 SECOND AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.189 | $556,600 | Open Space Area | |
| 13 | 3.01 | 310 SECOND STREET | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.172 | $538,900 | Open Space Area | |
| 13 | 11 | 400 OCEAN ROAD | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.0744 | $48,100 | Open Space Area | |
| 14 | 1 | 301 FOURTH AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | .8436 | $1,251,900 | Open Space Area | |
| 23 | 15 | PENNSYLVANIA AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.1722 | $860,700 | Open Space Area | |
| 23 | 16 | FOURTH & PENNSYLVANIA AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.1722 | $860,700 | Open Space Area | |
| 24 | 1 | 303 FOURTH AVE | BOROUGH OF SPRING LAKE | BLACK CREEK | 5.5 | $110,000 | Open Space Area | |
| 41 | 1 | MONMOUTH & SECOND AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.1816 | $182,000 | | |
| 42 | 1 | FIRST & ESSEX AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.4992 | $155,000 | | |
| 52 | 1 | LAKE & PARK AVE | BOROUGH OF SPRING LAKE | DIVINE PARK | 26.05 | $11,301,300 | Area surrounding Spring Lake contains 2 tennis courts, walking trails, and rec. equipment | Community Park |
| 53 | 1 | MERCER & SECOND AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.5433 | $270,000 | Open Space Area | |
| 61 | 1 | FIFTH AVE & R R | BOROUGH OF SPRING LAKE | POTTER PARK | 3.19 | $2,856,800 | Open Space and Large Gazebo | Community Park |
| 93 | 1 | BRIGHTON & SECOND AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.03 | $15,000 | Open Space Area | |
| 129 | 1 | PITNEY & CHURCH AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 1.8 | $8,526,000 | Open Space Area | |
| 130 | 1 | FOURTH & CHURCH ST | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.3015 | $84,000 | Open Space Area | |
| 142 | 1 | OCEAN & REMSEN | BOROUGH | OPEN SPACE | 1.04 | $6,720,000 | Open Space | |

| Table 27: Inventory of Open Space and Recreational Lands in Spring Lake Borough | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **BLK** | **LOT** | **LOCATION** | **OWNER** | **DESCRIPTION** | **ACRES** | **LAND VALUE** | **AMENITIES** | **TYPE** |
| | | AVE | OF SPRING LAKE | | | | area and memorial | |
| 143 | 1 | REMSEN & PROSPECT AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.5097 | $2,065,500 | Open Space Area | |
| 150 | 1 | PITNEY & FIFTH AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.65 | $1,372,800 | Open Space Area | |
| 150.01 | 1 | PITNEY & FOURTH AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 0.43 | $730,200 | Open Space Area | |
| 151 | 1 | RAILROAD & THIRD AVE | BOROUGH OF SPRING LAKE | MAR UCCI PARK | 23.23 | $46,488,600 | Park containing 5 tennis courts 2 soccer fields, 2 baseball and 1 softball fields, 2 basketball courts, and recreational equipment | Community Park |
| 153 | 1 | THIRD & MONROE AVE | BOROUGH OF SPRING LAKE | OPEN SPACE | 1.4113 | $2,451,000 | Open Space Area | |
| 154 | 1 | SOUTH BLVD-LAKE COMO | BOROUGH OF SPRING LAKE | LAKE COMO | 27.26 | $681,500 | Active and passive recreation | |
| 154 | 2 | SOUTH BLVD LAKE COMO | BOROUGH OF SPRING LAKE | OPEN SPACE | 3.86 | $4,960,000 | Recreational area surrounding Lake Como | |
| 103 | 1 | 400 TUTTLE AVE | HW MOUNTZ PUBLIC SCHOOL | K-8 PUBLIC SCHOOL | 3.44 | $17,752,000 | 1 soccer field, 1 baseball field, and 1 softball field | Community Park |
| | | | | | **Total=200.3Acres** | | | |

## Parks and Recreational Facilities

The Borough's parks and recreation facilities are intensively utilized for organized and informal recreation ranging from soccer, to lacrosse, to basketball, as well as swimming and little league. Spring Lake offers year round recreational services on a number of sites across the Borough. These circumstances reflect Spring Lake's built out nature; its limited amount of open space and the high quality of its recreational services and recreational facilities. The primary issue with regard to parks and recreation is the need to maintain the Borough's existing stock of open space and recreational facilities, as well as planning for the maintenance/upgrading of these features to serve the continually more diverse and changing needs of the Borough's citizenry. An overview of the Open Space and Recreational lands within the Borough of Spring Lake by State, County, and Municipal ownership, Park and Recreation locations can be seen on **Figure 10**.

The State of New Jersey does not currently own or operate any recreational lands or open space within the Borough of Spring Lake.

**Monmouth County**

Currently, Monmouth County does not own or operate any recreational lands or open space within the Borough of Spring Lake.

**Borough of Spring Lake**

The majority of Spring Lake's open space consists of beachfront lands and surface water. Nonetheless, the major recreation issues in Spring Lake are not that the Borough does not currently own and operate an adequate amount of parks or open space. The Borough's parks are intensively utilized for a variety of active and passive recreational activities and there is significant demand upon existing facilities. Accordingly, the crux of this plan is not the planning for preserving additional areas as open space, or the identification of parcels that may be developed as additional areas of recreation. Rather, the Borough is tasked with ensuring that the existing areas in town that are preserved as open space or utilized for recreation continue to prosper for future generations of Spring Lake residents.

**Devine Park-** Spring Lake and Devine Park combine to occupy 26.05 acres within the Borough. The Lake is utilized for passive recreational use as fishing is permitted along the banks of Spring Lake. Devine Park was upgraded and rehabilitated throughout the mid and late 1980's through both Borough funds and the aid of an NJDEP Green Acres program grant. Currently the park hosts several public events throughout the year. These events include Shakespeare in the Park, summer concert series, the opening day of trout season, model boat events, annual Easter egg hunts, Christmas tree lightings, and more. As evidenced above, due to the Park's bucolic nature, its advantageous location and its recreational assets, it is at the center of passive recreational activities for the Spring Lake community. Also, the playground equipment at the park was completely replaced with climbing equipment while new benches, tables and garbage cans will also be added to the park shortly.

Through the Master Plan visioning process, members of the Spring Lake community expressed interest in restoring some of the ambiance of Devine Park from times gone past through the installation of additional benches, gazeboes, and promenades to expand passive recreational opportunities at the park, as well as the park's readiness to hold community/social events. Lastly, as the only public restroom facilities near Spring Lake's downtown area are located at the Spring Lake Police Station, it behooves the Borough to examine the feasibility of constructing publicly accessible restroom facilities either at or proximate to Devine Park.

**Marucci Park-** Marucci Park is a 23-acre park (almost 10 acres of which are currently utilized by the Borough's Department of Public Works as a leaf recycling area) and recreational facility that contains 5 tennis courts, 2 soccer fields, 2 baseball fields, 1

softball field, 2 basketball courts as well as other active and passive recreational equipment. The playing fields are found in the northwest corner of Spring Lake.

The fields are utilized by a number of different entities including the Spring Lake/Sea Girt joint Little League, and the Spring Lake Recreational Commission, which coordinates several activities at the park including spring soccer and lacrosse.

Spring Lake has placed a high priority on completing studies and plans that will examine the redesigning and upgrading of recreational facilities at the park. As such, other items that are recommended to be considered through the future include: a comprehensive realignment of the facilities at Marucci to include a dedicated soccer field, upgrades to the Little League fields and shack, and improvements to the T-Ball field.

In association with these improvements, Spring Lake is also encouraged to examine the automobile traffic tendencies and circulation patterns proximate to Marucci Park along Third Avenue and South Boulevard and consider roadway improvements that would calm the traffic movements in this area and improve pedestrian safety and access to the park itself.

**Potter Park-** Potter Park is located in the northwestern portion of Spring Lake, adjacent to Spring Lake Borough Hall, which is located at 5th Avenue and the railroad track proximate to Warren Avenue. The park is just over three acres in size and features a large, landscaped open space with a large gazebo situated in the center.

During the Master Plan visioning process, several members of the community expressed interest in expanding the opportunities for private contemplation or passive recreation such as a game of cards, checkers, or chess at Potter Park by incorporating small tables and/or benches either at Potter Park and/or the Borough's Train Station/Recreation Center.

**The Beach-** Spring Lake Borough also maintains approximately 54 acres of beach bordering the Atlantic Ocean. This area includes the shoreline, which is available to the public at no cost the majority of the year. During the summer season (Memorial Day to Labor Day), the Borough charges $100.00 for a seasonal pass, $60.00 for a half season pass, and $8.00 for a daily beach tag. The presence of the beach, and the wide area of beach access and boardwalk that is maintained in Spring Lake have historically been, and will remain, a key to the Borough of Spring Lake maintaining its identity as a summertime family oriented beach destination.

The Spring Lake community expressed interest in making the beach a more active recreational destination through the incorporation of children's playground equipment, volleyball courts for adults, and the like. As such, Spring Lake is encouraged to continue to gauge public sentiment and assess possible alternative recreational facilities that may be incorporated onto the beach on either a temporary or a permanent basis. Another issue that is recommended for future consideration and study is the beach's ability to hold community events. By incorporating electrical access and necessary infrastructure,

through the future it may be possible for Spring Lake to expand its summer park concert series onto the beach area itself.

**Wreck Pond-** Wreck Pond, approximately 43.6 acres in size, is the Borough's largest waterbody, and recently nominated to the Littoral Society as a Coastal Habitat Restoration Area. Wreck Pond is located along the Spring Lake-Sea Girt municipal boundary, adjacent to the public recreational beaches along the Atlantic Ocean. Although Wreck Pond is the largest waterbody in the Borough of Spring Lake, its active recreational contribution is minimal. This circumstance is due in part to the environmental contamination and water quality issues that currently face Wreck Pond, which are discussed in greater detail within the "Action Plan" section of this plan. Although Wreck Pond has environmental concerns currently facing it, the Pond serves as a primary birding area.

**Lake Como-** Lake Como is the third largest water body within the Borough of Spring Lake and comprises 27.26 acres of land. The Lake was formerly named Three Cornered Pond, as it was originally a small estuary with an outlet to the Atlantic Ocean. However, as the parkland surrounding Lake Como was developed, this outlet was dammed. The shoreline area of the lake consists of grassy banks and trees, as well as ornamental shrubs. The lake contains a depth at one of the basins of 12 feet, and the floor of the lake is primarily weed-choked. However, a recreational activity such as the use of small boats, as well as fishing is permitted on the lake.

**Spring Lake's Beach Pavilions**

The south end pavilion was constructed in 1929 and the north end pavilion in 1931. The Borough of Spring Lake has maintained the pavilions over the years, with a major renovation to the north end accomplished in 1990. At that time, the pavilion structure and architectural features were refurbished, a new pool liner was installed and improvements were made to the bathroom and dressing facilities. Also, in 2003 renovations to the south end pavilion were completed which involved architectural and structural improvements. A similar upgrade to the pool surface was completed in 1992. Over the years the Borough has, managed to maintain service to both pavilions while tending to normal maintenance issues and pool operation issues. A "Concept and Feasibility Study North and South Pool and Pavilions" report was completed in October of 2004 by a team of consultants and subsequently submitted to the Mayor and Council. This report provided a wealth of information per the existing conditions and observations for improvement at each facility. A synopsis of the issues and conditions at each location follows:

**The South Pavilion**

The Borough's South Pavilion is located adjacent to the beach on Ocean Avenue in between the terminus of Atlantic Avenue and Salem Avenue. The south end pavilion is built on one floor elevation adjacent to the Boardwalk and is handicapped accessible. The facility currently maintains one swimming pool and baby pool, which is utilized by

the Borough of Spring Lake's Swim Team during the summer swim season. Recent improvements to the South Pavilion have included a new brick face to the building's veneer and brick columns, new railings and windows, as well as repairs to the pavilion's roof. These repairs corrected structural and aesthetic deficiencies, which have in turn significantly improved the operation of the facility. In addition, the upper deck level of the pavilion was repaired with new fiberglass deck flooring as well as a new ceiling finish.

**The North Pavilion**

The Borough's North Pavilion is located adjacent to the beach on Ocean Avenue at the terminus of Ludlow Avenue. Conditions at the North Pavilion are similar to those at the South pavilion prior to the upgrades that have recently taken place. The exterior brick face and surrounding exterior masonry walls are in need of repair. Additionally, the upper roof continues to leak through the structure and wainscoted ceiling of the upper deck. Unlike the South End, the surrounding walls of the pool deck are enclosed with an open decorative masonry enclosure wall and concrete cap. The north Pavilion maintains a chemically treated saltwater pool for recreation.

**Outlook for the Future**

The seawater pools at the North and South Pavilions are popular amenities within the community. The purpose of the facilities is to provide a venue for healthy recreation and socialization among members of the Spring Lake community.

The 2004 report on these Borough facilities indicated that residents of Spring Lake are rather united in support for maintaining and upgrading these amenities, as well as their preference for continuing the tradition of filling the pools with seawater, although there is some divergence of opinion as to whether the pools should be filled with filtered and chemically treated water, or continuously changing, untreated salt water. Nonetheless, based upon a structural engineering analysis completed in 2004, both pools have completed their usual life cycles and should be replaced. In addition, each facility's perimeter overflow system is badly deteriorated and ineffective overall.

The Borough is committed to maintaining and upgrading these facilities in order to meet the needs of its residents. As such, Spring Lake is finalizing plans to upgrade and refurbish the North Pavilion. Also, additional upgrades are also planned for the South Pavilion within the next 5-10 years as funds become available. Funding sources to defray the costs that these upgrades would impose on the Borough will be exhaustively researched in order to minimize the tax dollars necessary to move forward with these improvements.

**Needs Analysis**

In 2000, the U.S. Census indicated the Borough's total population was 3,567. This was an approximate 1.9% population increase from the 1990 population of 3,499. The overall

Borough median age was 47.7. The distribution of the children within the Borough was as follows:

- Ages 4 and under: 205 children (5.7%)
- Ages 5-17: 617 children (17.4)

The National Recreation and Park Association (NRPA) recommend that 6.25 to 10.50 acres of developed open space land be provided for every 1,000 persons. Therefore, the Borough should have between 23 and 38 acres of developed open space. Presently, the Borough features approximately 200 acres of dedicated open space and/or recreational facilities.

The Borough of Spring Lake has numerous volunteer recreation organizations offering organized sports at both the local competition level and the traveling competition levels. Generally, these organizations are funded through sign-up fees, fund raising and sponsorships, with only a small percentage of tax dollars being utilized. A summary of the recreational activities that are currently being provided by the Borough as well as the approximate numbers of Spring Lake Borough residents participating in these actives has been provided below:

- **Little League:** 300 children (league is comprised jointly with children form Spring Lake Heights And Sea Girt Borough)
- **Spring Lake Swim Team**: 80 children
- **Soccer:** 125 children
- **Summer Recreation:** 150 children
- **Basketball Clinic:** 25 children
- **Lacrosse Clinic:** 25 children

The Borough's Recreational Element Subcommittee has indicated that with the exception of the Borough's winter basketball program, sufficient capacity exists to accommodate the demand for service at present and through the foreseeable future. However, it may be necessary to propose moving the winter basketball program service to a larger facility, possibly to an expanded, upgraded and reoriented Marucci Park, should additional upgrades take place. Currently, alternatives such as rearranging the fields to maximize space, as well as additional buildings on site that could potentially house a recreation center, basketball court, meeting rooms and other amenities to serve the community have been conceptually explored by the Borough.

| Table 28: Existing Recreation Facilities Compared to Public Need | | | | |
|---|---|---|---|---|
| **Recreational Facility** | **NRPA Standard per Person** | **Public Demand (2000)** | **Existing Number** | **Public Demand (2025)** |
| Baseball/Softball Field | 1/5,000 | 1 | 4 | 1 |
| Little League Field | 1/20,000 | 0 | 1 | 0 |
| Football Field | 1/20,000 | 0 | 0 | 0 |
| Soccer Field | 1/10,000 | 0 | 3 | 0 |
| Basketball Court | 1/5,000 | 1 | 2 | 1 |
| Tennis Court | 1/2,000 | 2 | 6 | 2 |
| Volleyball Court | 1/5,000 | 1 | N/A | 1 |
| Field Hockey | 1/20,000 | 0 | 0 | 0 |
| Golf (9 Hole) | 1/25,000 | 0 | 0 | 0 |
| Golf Driving Range | 1/50,000 | 0 | 0 | 0 |
| Swimming Pool | 1/20,000 | 0 | 0 | 0 |
| Running Track | 1,20,000 | 0 | 0 | 0 |
| Trail System | 1/region | 0 | 2 | 0 |
| Community Center | 1/25,000 | 0 | 0 | 0 |

As illustrated within **Table 28** above, not only does the amount of recreational land in Spring Lake exceed the NRPA standards, but the actual number of recreational facilities surpasses the accepted standards as well. However, these benchmarks only reflect the number of the Borough's recreational facilities, ignoring the location of the parks, and the adequacy of parks in terms of apparatus, design, access and other important factors. The true measure for a park system's adequacy is community satisfaction. Spring Lake's very active recreation programs continue, however, to push the limits of the existing facilities in terms of the adequacy of available field times.

The Borough recognizes the importance of community satisfaction and has an active Recreational Committee to provide better community feedback on facilities and programs. Based on an analysis of the existing park and recreational inventory and future needs, as well as meetings and conversations with stakeholders, engaged citizens, and the Borough's professional staff, it has been determined that additional recreational upgrades will be necessary in order to meet the Borough's recreational goals and future needs. These items are discussed in greater detail within Spring Lake's "Action Plan", which follows this subsection.

## EFFORTS TO PUBLICLY PRESERVE OPEN SPACE AND ENHANCE RECREATION

Spring Lake's idyllic setting and abundant recreational opportunities are a part of what makes Spring Lake such an attractive community and has sustained the Borough through time. The Borough's administration understands the need to preserve open space and

provide adequate recreational facilities whenever the opportunity and funding presents itself, which has left the Borough with very well planned and well-maintained facilities. The Borough's commitment to open space and recreational activities is also evident in that the Borough maintains a full time Recreation Department, an established Environmental Commission and an active Open Space and Recreation Committee. However, facilities do need to be upgraded over time, and Spring Lake is no exception to this rule.

***PRESERVATION TOOLS***

There are a number of different techniques that can be utilized by Spring Lake in order to generate funds to upgrade existing recreational facilities, or acquire additional lands to preserve as open space or utilize for as additional recreational space. Some of these techniques are more valuable tools than others, while some are more economically feasible but may not provide permanent preservation. The following are examples of some techniques for acquiring open space that the Borough may consider:

***Fee Simple Acquisition*** – This type of acquisition is the outright purchase of a property at fair market value from a willing seller. This type of land acquisition is typically the most expensive preservation tool.

***Tax Foreclosure*** – This preservation occurs when a parcel falls under Spring Lake's ownership through tax foreclosure. The Municipality can consider holding a foreclosed property for conservation or recreation purposes if it is suitable for such uses.

***Easement Rights*** – A municipality can purchase easement rights from a landowner for conservation or agricultural easements. Easements may be purchased for the purposes of establishing a greenway or trail through a property, to maintain a scenic vista, to preserve a natural landscape or to purchase the development rights for farmland preservation. Easement rights are typically less expensive than fee simple acquisitions and allow landowners to keep their land. Depending upon the type and flexibility of the easement, the municipality may continue to collect property taxes on the land.

***Installment Purchases*** – The municipality can utilize funds from the Open Space Trust Fund to purchase a property for conservation/recreation over a period of time. In this case, the Borough allocates the agreed upon purchase price through a series of installments. The property owner may receive interest on the unpaid balance and may qualify for tax credits.

***Lease-Back Agreement*** – This type of agreement is beneficial if a property owner wants long-term preservation of a property, but wishes to maintain use of the property for a period of time. The Borough may purchase a property and then lease it back to the original owner or another association for use. A life estate can also be utilized in this type of situation.

***Land Donation*** – This is an ideal situation for the Borough but is also a rare occurrence. Landowners should be better educated on the benefits of land donations such as tax benefits and reduction in capital gains liabilities.

***Long-Term Lease*** – This preservation option can be utilized in situations that involve landowners that are unwilling to transfer complete ownership to the Township. This tool is good for recreational fields or public trails, but it does not preserve land in perpetuity.

***Eminent Domain*** – This tool should be considered only as a last resort when all other possible negotiations have failed. A municipality has the right to acquire a property through condemnation for public use. This option often results in litigation and may prove to be even more expensive than fee simple acquisition as a result of court costs and lawyer fees.

***Zoning*** – Cluster Zoning, Land Transfer Zoning and Land Conservation Zoning have all been proven successful tools for the preservation of land for conservation and recreational purposes. Cluster zoning allows developers the same or increased density on a tract of land but reduces individual lot sizes. The remaining land that has not been developed can be dedicated to the Township for permanent deed restricted open space. Land Transfer Zoning establishes sending zones that where land is to be preserved, and receiving zones that are to be developed more intensely. Land Conservation zones establish restrictive development regulations that aim to preserve large continuous tracts of land.

## *FUNDING SOURCES*

Once Spring Lake has determined how to proceed to acquire a property for preservation, a funding source must be identified. Following are several grant and loan programs offered to municipalities for the purchase of open space for conservation and recreation that the Borough may be eligible for and should consider. In addition to these publicly funded programs, there are also many non-profit organizations that purchase property for conservation.

### Local and State Funding Programs

***Monmouth County Municipal Open Space Grants -*** The Board of Chosen Freeholders has allocated $2 million from the annual Monmouth County Open Space Trust Fund for cooperative projects with Monmouth County municipalities. Both land acquisition and development for park, recreation, and open space purposes are eligible for funding.

On December 22, 2009, the Board of Chosen Freeholders selected projects from various municipalities in the County for its 2009 funding. Spring Lake's Marucci Park was one of the projects selected to receive $175,000. The County will mail letters soliciting applications for 2010 funding to municipalities on or about May 1, 2010.

***New Jersey Green Acres Program*** – This Program provides funding assistance for the acquisition and development of municipal park and recreation areas The program's Planning Incentive program provides municipalities with grants and loans for land acquisition costs to purchase specific parcels listed on the Township's ROSI. Additionally, Green Acres offers financial assistance to qualifying non-profit organizations that own conservation or recreational land and permits public use of those lands.

***Environmental Infrastructure Finance Program*** – The New Jersey Department of Environmental Protection administers this program in cooperation with the New Jersey Environmental Infrastructure Trust. Among other program priorities, NJDEP/NJEIT provide financing to local government entities for the purpose of acquiring open space that will help maintain the water quality. The Trust aims to achieve a cleaner, healthier environment by protecting ground and surface water resources that affect the drinking water supplies.

**Federal Funding Programs**

***National Parks Service Land and Water Conservation Fund (LWCF)*** – The LWCF program provides matching grants to States and local governments for the acquisition and development of public outdoor recreation areas and facilities. The program is intended to create and maintain a nationwide legacy of high quality recreation areas and facilities and to stimulate non-federal investments in the protection and maintenance of recreation resources across the United States.

***Federal Emergency Management Agency (FEMA)*** The Flood Mitigation Assistance Program (FMA) was created as part of the National Flood Insurance Reform Act (NFIRA) of 1994 (42 U.S.C. 4101) with the goal of reducing or eliminating claims under the National Flood Insurance Program (NFIP). FEMA provides FMA funds to assist States and communities implement measures that reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes, and other structures insurable under the National Flood Insurance Program.

Three types of FMA grants are available to States and communities:

- **Planning Grants** to prepare Flood Mitigation Plans. Only NFIP-participating communities with approved Flood Mitigation Plans can apply for FMA Project grants
- **Project Grants** to implement measures to reduce flood losses, such as elevation, acquisition, or relocation of NFIP-insured structures. States are encouraged to prioritize FMA funds for applications that include repetitive loss properties; these include structures with 2 or more losses each with a claim of at least $1,000 within any ten-year period since 1978.

**Technical Assistance Grants** for the State to help administer the FMA program and activities. Up to ten percent (10%) of Project grants may be awarded to States for Technical Assistance Grants. ***National Oceanic and Atmospheric Administration (NOAA)*** -Coastal and Marine Habitat Restoration Projects support valuable fisheries and protected resources, improve the quality of our water, provide recreational opportunities for the public's use and enjoyment, and buffer our coastal communities from the impacts of storms and sea level rise. Projects funded through NOAA have strong habitat restoration components that provide social and economic benefits for people and their communities in addition to long-term ecological habitat improvements. Deadlines for applications are in April for the next year.

## ACTION PLAN

The Borough of Spring Lake is dedicated to maintaining its existing areas of recreation and dedicated open space. As indicated earlier, the Action Plan will not focus on obtaining new lands as Spring Lake is endowed with a sufficient amount of recreational and open space and, as it is built out in nature, additional lands and undeveloped green space are almost non-existent. As such, the Borough of Spring Lake has developed the following Action Plan to meet its present and future needs concerning the appropriation of lands for recreation and open space within the Borough:

### Upgrade Marucci Park

The Borough had sought a grant through the Monmouth County Department of Recreation to upgrade and expand the plumbing and accessory facilities at the park but was recently denied grant money. In addition to these efforts the Borough of Spring Lake community has overwhelmingly emphasized that the first and foremost priority in terms of recreation in the Borough is the reorganization of fields at Marucci and the expansion of facilities there, which are currently underway.

It is also recommended that the Borough undertake a specific initiative dedicated to the planning and potential funding sources that may be utilized to upgrade Marucci Park, as well as to examine what, if any, additional recreational programs can be initiated by the Borough to better serve the needs of Spring Lake's residents.

### Upgrade Both the North and South Pavilions

The seawater pools at the North and South pavilions are popular amenities within the community. Based upon structural engineering analysis, it seems clear that the pool structures at both pavilions have completed their usual life cycles and should be replaced. New structures would also be consistent with the modification or replacement of the adjacent deck areas so that deck-borne water is conducted away from the pools. The perimeter overflow systems at both facilities are also badly deteriorated, and have become generally ineffective. New perimeter systems constructed of type 316L stainless steel would provide the required performance while also affording low maintenance and

eliminating most of the piping in the pipe tunnels around the pools. Efforts should be made to improve the landscaping design in and around the pavilions to enhance the visual presence of the structures.

As the purpose of the pavilions is to create a friendly venue for healthy recreation and casual socialization among members of the Spring Lake community, the ideal municipal aquatic complex will include programming for all ages, from toddlers to seniors. Although the existing pools are large enough to meet the needs of the community, certain modifications could stand to greatly enhance both the facilities' utility and their potential to serve the public.

Depending on community preference, certain more passive recreational aspects may be included in the plans to upgrade and enhance the pavilions. For instance, aspects such as a beach (0-depth) entry, in-pool seating, and moderate water features such as mushroom fountains, modest water slides, and similar items may be researched for their possible incorporation into one or both of the pavilions. Lastly, the aesthetics and functionality of the pavilions are recommended to be improved during the upgrading of each site. Specifically, the large obtrusive and possibly unstable masonry walls that surround both facilities are recommended to be improved. More deck space is needed at both pavilions to provide additional socialization areas and open space for children to play, as well as additional space for sunbathing, shade sitting, game playing, eating and other activities that accompany a day at the pool.

**Research Potential Funding Alternatives for the Maintenance of Existing Open Space and Recreational Facilities**

In order to realize the upgrading and refurbishing of existing recreational lands within the Borough, Spring Lake is encouraged to explore opportunities for funding such as those programs that have been outlined previously within this Plan so as to acquire the capital necessary to realize the maintenance, expansion, and/or upgrading of the recreational facilities within Spring Lake. Further, it is recommended that the Borough review the feasibility of dedicating a full time staff member to reviewing and submitting grants to various governmental and philanthropic organizations on behalf of the Borough to fund improvements while expending a minimal amount of tax dollars to do so.

**Continue to Support Municipal, Regional, and State efforts to improve Wreck Pond**

Although the NJDEP has completed the outfall extension project at Wreck Pond, several other initiatives to improve the overall ecology of the Pond, reduce the risk of flooding to residents as well as contamination caused by the pond are still in progress. The Borough will continue to remain committed to being a willful and engaged partner in the on-going Wreck Pond Environmental Study, the Wreck Pond Regional Stormwater Management Plan (RSWMP), as well as the additional NJDEP measures that are currently under consideration at the State level.

The NJDEP is currently employing a multi-faceted approach towards lessening the impacts of the pond's discharge on neighboring beach areas. The plan is comprised of the following elements all of which, with the exception of the outfall extension, have yet to be finalized or completed.

- Dredging of Wreck Pond and Black Creek to remove sediment;
- Stormwater management measures to stem sediment loading in Wreck Pond;
- Extension of the pond outfall pipe to move the mixing zone further offshore; and
- Wildlife management measures to reduce fecal loadings that affect water quality.

As part of the State's effort, sediment traps will be placed in the western portions of the ponds watershed. Twelve to fifteen of these manufactured treatment devices were scheduled to be installed sometime during 2008/2009. However, the formal dredging of Wreck Pond, should it be approved by the State, is not scheduled until 2016.

Work is also continuing on the Borough-initiated Wreck Pond Environmental Study, which also aims to improve the overall quality of Wreck Pond and its associated tributaries and watershed. The Borough has requested a study that will evaluate alternative solutions to improve the water quality of Wreck Pond and reduce beach closings related to pond outflow, while preserving habitat quality. The principal goal of this project is to improve the ecological condition of Wreck Pond and its tributaries within the Borough of Spring Lake. Work for this project includes: water sampling, hydrological modeling, pollution prevention measures, waterfowl control options, preliminary design for upgrading outfall structures and investigation into the feasibility of a Flood Warning System being installed for flooding events that occur on Wreck Pond.

No initiative alone will resolve the Wreck Pond watershed issues. However, working in close partnership with local governments and through strong solicitation of public input and support, Spring Lake can improve the Wreck Pond watershed and reduce the number of beach closings in this area and restore Wreck Pond to the proper condition it deserves. From the Wreck Pond Study, the Wreck Pond Watershed Association was formed, whose mission is to foster responsibility to care for natural resources and ensure that they are sustainably managed for current and future generations.

**Maintain and Improve Recreational Walking Path and Trail Linkages**

The Borough of Spring Lake is bestowed with exceptional public open spaces, and natural areas for recreation. Yet another way to improve these locations is to foster additional linkages between these areas and Spring Lake's downtown in order to create a more vibrant, dynamic relationship between these the locations for active and passive recreation and consumption.

These linkages will promote greater economic activity along Main Street, foster additional intermodal, non-automotive transportation linkages through Borough, and help to upgrade and preserve the Borough's existing open space and recreational facilities.

Due to the significant amount of beach access in Spring Lake, it is recommended that additional trails and/or signage linking the beach and boardwalk areas to other portions of the Borough be incorporated to create a more synergistic relationship among the Borough's various destination points.

**SUMMARY OF RECOMMENDATIONS**

1. Incorporate additional recreational facilities on the beach for both children and adults to enjoy active recreation in the form of playground equipment and/or volleyball nets, and other active recreation uses.

2. Expand the utilization of Potter Park and the few concerts that are currently held in the late spring and summer months.

3. Move to restore the former ambiance of Devine Park through the installation of additional benches, gazeboes, and promenades to expand passive recreational opportunities and the parks readiness to hold community/social events.

4. Make efforts to expand the summer park concert series onto the beach by incorporating electrical access and necessary infrastructure to accommodate such an event.

5. Improve synergy between Devine Park, Potter Park, and downtown by enhancing pedestrian and biking linkages between the destinations in the Borough such as the Train Station/Recreation Center, Devine Park, and downtown. Consider expanding public facilities (bathrooms and the like) at Devine Park and near downtown, as currently the police station is the only alternative.

6. Improve pedestrian access at Marucci Park by initiating traffic calming and landscaping elements along Third Avenue and South Avenue.

7. Complete a comprehensive study of the realigning of recreational fields at Marucci Park to accommodate the Borough's growth.

8. Consider the expansion of passive recreational opportunities by incorporating small tables and/or benches for passive recreational activities such as chess, cards, checkers, Parcheesi, and the like to Potter Park, in and around the Borough's Train Station/Recreational Center, and also at Devine Park.

9. Suggest returning Wreck Pond for recreational uses such as birding, canoeing, fishing and crabbing

10. Consider assigning someone at the Borough, whether board member or employee, to become LEED certified/accredited to help guide sustainable development opportunities.

11. The Shorefront Master Plan initially prepared in 1995 (the only municipality in New Jersey to prepare one) should be updated to provide up-to-date information about the conditions of the shorefront activities, structures and plans for the future.

12. The Borough should seek additional funding and permitting for the design and implementation of pumping stations to reduce the water levels in Wreck Pond and Lake Como, by pumping directly to the ocean, before flood levels get to high. Construction of an emergency spillway or overflow pipe to alleviate flooding should also be investigated.

13. Recommend the Wreck Pond Watershed Association and its supporting municipalities; work with NJDEP to assess the outcome of the improvements to Wreck Pond to determine the overall success or failure of the project.

# HISTORIC PRESERVATION ELEMENT

## BACKGROUND

Spring Lake was formed as a Borough by an Act of the New Jersey Legislature on March 14, 1892 from portions of Wall Township. The Borough is primarily residential in nature with a proud history. Through the protection of aesthetically appealing architectural elements and utilizing existing infrastructure, historic preservation is paramount to achieving smart growth and sustainable community development. However, historic preservation is not just about maintaining attractive buildings. The reuse of existing infrastructure prevents the further destruction of our valuable ecosystem. Historically, significant sites are often those that already provide a town with open space, recreational, and scenic vistas. After all, our ancestors sought rest and relaxation just as much as we do.

Historic preservation also provides a foundation for economic development. Historic districts are often centers of tourism, commerce, and government that draw regional populations. In fact, a recent study conducted for the New Jersey Historic Trust indicated that for every one million dollars invested in the preservation of New Jersey residential historic buildings, 25 new jobs and 1.1 million dollars in economic activity are generated at the state level. Further, on a national scale, these multipliers increased to 75 jobs and 2.5 million dollars in economic activity.

As the area that now comprises Spring Lake is rich in historic resources. The first steps in the historic preservation process involve the development of a community policy to safeguard historic resources, and the identification of the particular resources to be protected in the community. The goal of this Historic Preservation Element is to formulate a clear plan of action in Spring Lake to protect the historic integrity that continues to contribute to the Borough's charm, and economy.

In order to ensure the unique historic and architectural integrity of the Borough of Spring Lake, historic preservation and protection policies should be integrated within Spring Lake's zoning regulations and land use controls. Considerable protection of historic resources can be provided by the implementation of appropriate use, density, and design standards in areas of the Borough that contain significant historic resources. These lands use controls can include site plan review, clustering regulations and transfer of development rights. These and others are discussed in greater detail below.

In accordance with N.J.S.A. 40:55D-2(j), which promotes "the conservation of historic sites and districts, open space, energy resources and valuable natural resources in the State to prevent urban sprawl and degradation of the environment through improper use of land," the overall goal of the Historic Preservation Element of the Spring Lake Master Plan is to provide the basis for the continued preservation of the Borough's resources and to recognize additional areas within the community that would be deemed worthy of historic designation.

## GOALS AND OBJECTIVES

**The Goals of the Historic Preservation Plan Element are to:**

1. Acknowledge the importance of historic resources in providing a link to the past, and their ability to preserve appearances and enhance economic development.

2. Preserve the Borough's unique character, enhance the visual appearance of neighborhoods, and promote economic development.

3. Encourage an appropriate and harmonious setting for the historic and architecturally significant facilities within the Borough of Spring Lake.

4. Promote aesthetically pleasing human scale development that recognizes the historical character and varied architectural tradition of the Borough of Spring Lake.

5. Encourage the continued use of historic properties and resources. Promote their appropriate reuse to improve property values and discourage the unnecessary demolition of historic resources.

6. Encourage private investment in existing or new structures in a manner that preserves, restores, or repairs the original architectural styling of a building.

**The Objectives of the Historic Preservation Plan Element are to:**

1. Strengthen the harmony and appearance of the downtown streetscape where appropriate by encouraging the preservation of existing buildings and ensure that all new construction and alterations fit harmoniously within the framework established by the architectural character of the Downtown District.

2. Complete a historic resources survey and possibly a Historic District Designation Report to examine if portions of Spring Lake are suited for historic designation.

3. Encourage the preservation of historic structures located throughout the Borough of Spring Lake.

4. Encourage the updating and upgrading of the existing historic buildings that have been inappropriately altered, restoring them to their original historical state.

5. Increase awareness about historic preservation in the Borough.

6. Encourage municipal action that will result in long-range preservation of historic assets throughout the Township.

7. Promote energy efficiencies of older homes without taking away from the historical or architectural integrity.

## THE HISTORIC DESIGNATION PROCESS

### National Register of Historic Places

The National Register of Historic Places is the official list of America's historic and cultural resources. Districts, sites buildings, structures and objects of significance in American history, architecture, archeology, culture and engineering on the national, state or local levels are eligible for the National Register. The New Jersey State Register of Historic Places is the official list on New Jersey's historic and cultural resources. Created by the New Jersey Register of Historic Places Act of 1970, Chapter 268, Laws of 1970 – N.J.S.A.13:1B.128, the State Register is closely modeled after the National Register. The State of New Jersey has incorporated the State Register nomination process into the National Register process, and is responsible for administration of the National Register at the State level. Both Registers use the same eligibility criteria, nomination form and review procedure.

A number of protections and benefits are available for registered properties. As an example, the State and National Registers provide a degree of review and protection with regard to encroachment from publicly funded projects.

The Act defines these historic resources as indicated below:

*Building:* *Any structure created to shelter human activity.*

*Examples:* *Houses, barns, schools, railroad stations, theaters, factories.*

*Structure:* *Any construction other than a building*

*Examples:* *Bridges, lighthouses, water towers, tunnels, canals or other civil engineering structures.*

*Object:* *A construction of functional, aesthetic, cultural, historical or scientific value that may be moveable but is also generally related to a specific setting or environment.*

*Examples:* *Boats, locomotive, monuments, sculptures.*

*Site:* *The location of a significant event, prehistoric or historic activity or remnant of a building or structure.*

*Examples:* *Battlefield, landscape, ruins of a building or structure.*

*District:* *A geographically definable area containing buildings, structures, objects and/or sites that are inked historically or aesthetically by plans or physical development and acknowledge to possess collective importance.*

Additionally, the act designates four (4) criteria that a historic resource must have in order to be listed on the National Register:

*Criterion A:* *Associated with events that have made a significant contribution to the broad patterns of our history.*

*Criterion B:* *Associated with the lives of persons significant in our past.*

*Criterion C:* *Embodying the distinctive characteristics of a type, period, or method of construction, or representing the work of a master or possess high artistic values, or representing a significant or distinguishable entity whose components may lack individual distinction.*

*Criterion D:* *Have yielded or may be likely to yield information important in prehistory or history.*

**Review and Compliance – National Register**

Section 106 of the National Historic Preservation Act of 1966, as amended, provides for the review of properties listed in, or eligible for, the National Register of Historic Places by any federal agency which is sponsoring or licensing any undertaking which may impact upon these historic and cultural resources. Under Title II of the Act, the Advisory Council on Historic Preservation, an independent federal agency comprised of representatives of 17 federal agencies and 12 private citizens must be given the opportunity to review and comment upon a proposed project or undertaking.

Federal regulations that govern the Section 106 review process require that the State Historic Preservation Officer be given an opportunity to provide consultation comments. It is the responsibility of the federal agency to present the State Historic Preservation Officer with adequate information on National Register listed, or potentially eligible, cultural resources, and any effect the proposed project may have on such resources. If cultural resources are identified that may be adversely affected by the proposed project, the federal agency must work with the staff of the Advisory Council to resolve those identified conflicts.

**Review and Compliance – State Register**

The New Jersey State Register Law provides a review procedure for state, county or municipal undertakings that would encroach upon properties that petition for inclusion on the State Register. An encroachment is an undertaking which will have an impact on a

State Register listed property but does not include routine maintenance. In accordance with N.J.S.A.13:1B-15.131, it is the responsibility of the state, county or municipality to determine whether any of their undertakings or projects would encroach upon State Register listed properties and, if so, to provide information on project description, purpose and effect upon such properties to the Commissioner of the New Jersey Department of Environmental Protection. The Commissioner, in turn, solicits the advice and recommendations of the New Jersey Historic Site Council, which is an advisory body of public members appointed by the Governor. All projects encroaching upon State Register listed properties require authorization from the Commissioner.

Unlike the federal Section 106 review process, which provides for review of projects affecting properties eligible for, as well as listed on, the National Register, the State review process applies only to projects effecting properties listed on the State Register.

Information on the State and National Register of Historic Places, as well as technical assistance regarding the identification, evaluation, and protection of historic resources, is available from the Office of New Jersey Heritage, CN 404, Trenton, New Jersey, 08625.

The Borough of Spring Lake has a number of historic resources that reflect its evolution. A comprehensive listing of those structures that have been included on the State of New Jersey and National Register of Historic Places is indicated in the **Table 28** below and shown on **Figure 11**.

| Table 29: New Jersey and National Registers of Historic Places- Spring Lake Borough |
|---|
| **Audenried Cottage (Normandy Inn) (ID#2057**<br>21 Tuttle Avenue<br>SR: 1/14/1991<br>NR: 3/8/1991 (NR Reference #: 91000117)<br>(Spring Lake as a Coastal Resort MPS) |
| **Frederick A. Duggan Memorial First Aid and Emergency Squad Building (Spring Lake First Aid & Emergency Squad Building) (ID#3366)**<br>311 Washington Avenue<br>COE: 6/6/1997<br>SR: 6/30/1998<br>NR: 9/18/1998 (NR Reference #: 98001177) |
| **Holy Trinity Episcopal Church (ID#2058)**<br>Monmouth and Third avenues<br>SR: 1/14/1991<br>NR: 3/8/1991 (NR Reference #: 91000116)<br>(Spring Lake as a Coastal Resort MPS) |
| **Martin Maloney Cottage (ID#2059)**<br>101 Morris Avenue<br>SR: 1/14/1991<br>NR: 10/26/1992 (NR Reference #: 91000115)<br>(Spring Lake as a Coastal Resort MPS) |
| **Spring Lake, New Jersey, as a Coastal Resort MPDF (ID#2060)**<br>NR: 3/8/1991<br>SR: 1/14/1991 |
| **Saint Andrew's Methodist Episcopal Church (ID#3367)**<br>401 Warren Avenue<br>COE: 1/24/1996 |
| **Saint Catherine's Church (ID#3368)**<br>Lake and Essex Avenues<br>COE: 1/23/1996 |
| ***Source:*** *State of New Jersey-Historic Preservation Office Website*<br>http://www.state.nj.us/dep/hpo/1identify/lists/monmouth.pdf<br>Accessed:8/30/07 |

## Monmouth County Historic Properties

Although the State and National Registers inventory the certified historical sites at each respective level, there are additional properties that may be qualified as historically significant yet have not been officially petitioned for inclusion in the State Register.

Monmouth County Planning Board spearheaded an initiative to inventory sites with countywide historical significance that are not on the State or National registers. The end result of this effort took the form of the Monmouth County Historic Sites Inventory, which was completed, in 1980 and updated in 1990. Since its completion many of the

properties identified within the document have become eligible for nomination as historical sites or have received historic designation.

**RECOMMENDATIONS:**

1. It is recommended that the Borough of Spring Lake establish a Historic Preservation Commission to act in an advisory capacity to the Land Use Boards to ensure that development within the Borough preserves historical and architectural integrity.

2. The most successful defense against the destruction of historic resources is designation at the municipal level. A Historic Preservation Ordinance suggests that the Borough is deeply committed towards preserving and enhancing the icons of its rich history. In order to improve on Historic Preservation, the following recommendations are being made:

    - Establish Historic Districts – Areas containing several historically significant structures should be designated Historic Districts so as to ensure that their architectural integrity and historic significance is preserved.

    - Include A*rchitectural Design Standards for New Construction* for each of the historic districts in the Zoning Ordinance.

3. Historic Preservation Review Process for all Applications for Development prior to Borough approval would enable the Borough to establish that once a site has been designated as a historic landmark or located within a historic district, it is protected by a requirement that the owner obtain a "certificate of appropriateness" before a permit is issued or any work or activity is commenced on a property. A periodic review process will enhance communication and correspondence between the Borough and the Historic Preservation Commission.

4. It is recommended that the Borough undertake an updated survey in order to determine those sites in Spring Lake that could be deemed worthy of historic designation. In addition, the survey should identify the condition of the historic structures and make recommendations as to whether the structures are candidates for rehabilitation.

# RECYCLING PLAN ELEMENT

## INTRODUCTION

The State of New Jersey passed a voluntary recycling act in 1981, the success of which prompted the 1987 Statewide Mandatory Source and Separation Act. The Act required all New Jersey counties to establish recycling plans and all municipalities to provide a collection system for recycling. The Act also spawned the adoption of the Municipal Solid Waste Plan, which set goals for the recycling of a minimum of 25% of New Jersey's municipal waste stream each year. In 1993, the State of New Jersey adopted amendments to the Municipal Solid Waste Plan that strived to achieve a 50% recycling rate of the State's municipal solid waste stream. The State is currently in the process of adopting another amendment to the Municipal Solid Waste Plan and has produced a 2005 Draft Statewide Municipal Solid Waste Plan that maintains the 50% recycling rate goal for the municipal solid waste stream. Once adopted, the 2005 New Jersey Municipal Solid Waste Plan will mandate all counties to adopt new recycling plans.

As per N.J.S.A. 40:55D-28b(12), a Master Plan may include a recycling plan element which incorporates the State Recycling Plan goals, including provisions for the collection, disposition and recycling of recyclable materials designated in the municipal recycling ordinance, and for the collection, disposition and recycling of recyclable materials within any development proposal for the construction of 50 or more units of single-family residential housing or 25 or more units of multi-family residential housing and any commercial or industrial development proposal for the utilization of 1,000 square feet or more of land.

## GOALS & OBJECTIVES

**The Goals of the Recycling Element are to**:

1. Promote recycling to reduce the solid waste stream and increase the reuse of natural resources.
2. Expand recycling services throughout the Borough.
3. Provide services that promote efficiencies and create a system that is user friendly.
4. Maximize the amount of recycled materials collected from residential and non-residential properties.
5. Encourage existing commercial and industrial uses to recycle and support the development of "green" industries that incorporate recycling into the production process.
6. Continue to increase recycling awareness through community outreach.

**The Objectives of the Recycling Element are to**:

1. Continue to increase recycling awareness through community outreach.
2. Create an efficient, user-friendly drop-off process at the Borough's Recycling Center
3. Investigate expanding pick-up dates of curbside recycling to twice per month.
4. Curb illegal dumping activities at the recycling center as well as throughout the Borough.
5. Provide more effective access monitoring and restrictions to better control non-residential and unauthorized use of the center.

In addition, the State of New Jersey Bureau of Recycling and Planning sets forth the following goals:

1. Increase demand for recyclable materials and recycled products
2. Increase the supply of high quality secondary materials;
3. Maximize the overall efficiency of the recycling infrastructure; and
4. Further recycling-related job development in the collection, processing and manufacturing sectors.

**RECYCLING PLAN**

In conjunction with the State Recycling Plan goals and the Monmouth County recycling program, Spring Lake Borough has been dedicated to the maintenance of an aggressive recycling program that strives to recycle a large percentage of the Borough's total waste.

Within the Borough of Spring Lake's 1988 Master Plan Re-examination a "Mandatory Source and Recycling" Section was included as an appendix to illustrate the Borough's compliance with the State of New Jersey's Statewide Mandatory Source Separation and Recycling Act.

That document has identified the fact that the officials within the Borough have already addressed the need for a Recycling Plan and embraced the recycling goals as adopted by the State of New Jersey. The Monmouth County Solid Waste Management Section requirement for the submission of a proposed or adopted Recycling Plan Element with the necessary changes to the Borough of Spring Lake's ordinances have been satisfied with the adoption of Ordinance No. 14-1986 on December 22, 1986 and the submission of the same to the Monmouth County Planning Board.

Spring Lake Borough's current recycling program involves Spring Lake's Public Works Department and the Monmouth County Recycling facility.

The Borough of Spring Lake's Municipal Reclamation Center is open Monday through Saturday from 8 am through 4 pm. The Center is located at Fifth and Salem Avenues, and a member of the Public Works Department is on hand to assist residents in disposing of their recyclable materials during these hours.

The Borough's Reclamation Center features designated recycling containers for the following materials: newspapers, mixed paper (junk mail telephone books, magazines), metal items such as appliances, bicycles, and other large, heavy metal objects (excluding refrigerators, air conditioners, freezers, and dehumidifiers), leaves (no grass), corrugated cardboard (empty boxes), bulky household items (excluding construction materials), co-mingled plastic/aluminum (glass bottles and jars, bi-metal and aluminum food and beverage cans, and plastic pourable containers), brush (tree limbs, hedge and shrubbery trimmings), and clothing bins. Spring Lake also provides a curbside collection of these aforementioned materials on an alternating three to four week basis.

The Borough strongly encourages residents to ensure that these items are all clearly labeled and subsequently placed in the appropriate containers. In order to utilize the reclamation center, residents must place the Reclamation Center sticker on a permanent but portable object so it can be displayed on the dashboard inside the front window in order to enter the Reclamation Center's lot.

Monmouth County offers several outlets for recyclable materials including: washers, dryers, air conditioners, refrigerators, dish washers, water heaters, large dehumidifiers, cast iron sinks and tubs, household batteries, concrete and asphalt, tree stumps and limbs, grass clippings, tires, computer and electronics equipment, and propane fuel tanks. All of these disposal services are offered free of charge with the exception of the grass clippings (disposed of for a fee of $3.00 per car, or $35.00 per ton) The Monmouth County Reclamation Center is located at 6000 Asbury Avenue, Tinton Falls NJ.

RECOMMENDATIONS

The Borough is interested in examining innovative ways to improve its public services. Of the many factors that affect the costs and revenues of recycling programs, one of the challenges faced by solid waste managers is to find least-cost management options and, if the community has a recycling component, to examine how to make the system most efficient. The following recommendations are proffered:

1) Continue to build on the success of the Recycling Center and strive to improve the efficiency of its operation. The Borough should consider layout changes and the potential use of space made available due to the recent removal of old superfluous structures.

2) Expand public outreach and education efforts extolling the environmental benefits of recycling as well as what items may be recycled and where they may be disposed of.

Set benchmarks and goals in the form of a percentage of materials that the Borough will strive to be recycling over a 5, 10, and 25-year horizon.

3) Consider incorporating additional services at the recycling center such as electronic recycling (computer, TV's) and paper shredding services on a quarterly basis.

4) Provide hazardous waste and latex paint drop off days.

**HOUSING ELEMENT**

The New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 to -136 ("MLUL") and the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 to -329 ("FHA") require every municipal planning board to adopt a Housing Plan Element to its Master Plan and further require the governing body of each municipality to adopt a Fair Share Plan. More specifically, the FHA and MLUL require municipalities to adopt a Housing Element that addresses the municipal present and prospective housing needs, "with particular attention to low and moderate income housing."

On December 20, 2004, the third round substantive and procedural rules of the Council on Affordable Housing ("COAH") became effective. On January 25, 2007, the Appellate Division of the Superior Court of New Jersey delivered an opinion which sustained, and invalidated, certain sections of N.J.A.C. 5:94. In particular, this opinion affected all municipalities' ability to precisely determine their Cycle III affordable housing fair share and also called into question certain compliance techniques used since December 20, 2004 to address "growth share" obligations. Subsequent to this decision COAH adopted revised third round rules (NJAC5: 96 and 5:97), which became effective on September 22, 2008.

Within these rules, COAH set forth a time frame for submission of a petition for substantive certification for municipalities within Union County of December 31, 2008.

On December 9, 2008 the Housing Element of the master plan was adopted by the Planning Board as a separate Element of the Master Plan.

## STORMWATER MANAGEMENT ELEMENT

In compliance with the State of New Jersey's newly adopted Stormwater Rules (NJAC 7:8), and the United States Environmental Protection Agency's Phase II Regulations, the Borough of Spring Lake drafted and adopted a Stormwater Management Plan (which serves as the Stormwater Management Element of the Master Plan) in October 2006.

In compliance with the regulations set forth through NJAC 7:8 4-2, this plan was then submitted to the Monmouth County Stormwater Technical Advisory Committee (STAC) for review. Upon a formal review of both Spring Lake's Stormwater Management Plan and its Stormwater Control Ordinance, the STAC subsequently issued a condition approval of these items, which necessitated revisions to these items per the County's requests.

As the conditions set forth by the STAC have since been completed and both the readopted Stormwater Plan and Stormwater Control Ordinance have been readopted by the Borough, both items will be reviewed by the Monmouth County STAC for formal approval on October 4, 2007. Upon the issuance of a formal approval, the Borough's revised Stormwater Control Ordinance will be enforceable by the Borough of Spring Lake.

The Borough of Spring Lake's Stormwater Plan and Ordinance were formally approved by the Monmouth County Planning Board on October 15, 2007. Copies of both the Borough's adopted Plan and its corresponding enforcement ordinance can be viewed at the Borough Clerk's office.

## MASTER PLAN CONSISTENCY

As required under the State of New Jersey's Municipal Land Use Law (MLUL) a "master plan shall include a specific policy statement indicating the relationship of the proposed development of the municipality as developed in the master plan to:

(1) The master plans of contiguous municipalities;

(2) The master plan of the County in which the municipality is located;

(3) The State Development and Redevelopment Plan, adopted pursuant to the State Planning Act;

(4) The district solid waste management plan of the County in which the municipality is located (NJSA 40:55D28d). The following section of this chapter fulfills this requirement; in addition, the relationship of the Borough's 2001 Reexamination Report will also be included.

### Master Plans of Contiguous Municipalities

Spring Lake Borough shares land boundaries with the following municipalities: Lake Como, The Borough of Sea Girt, Spring Lake Heights Borough, Wall Township, and Belmar.

The zoning and land uses that have been adopted for lands bordering Spring Lake Borough in Sea Girt, Spring Lake Heights, as well as the Lake Como Borough appear to be consistent with the planning principles that have been adopted for proximate areas of Spring Lake. In sum, these areas have been zoned for single-family residential uses, which are consistent with the lands within Spring Lake that border these municipalities.

However, it should be noted that any zoning changes or other public policy revisions that Spring Lake may consider for implementation in the area of the Spring Lake Rail Station through the future should consist of additional coordination and cooperation of the Borough of Spring Lake Heights as this facility is located adjacent to the border of both municipalities.

### State Development and Redevelopment Plan

The State Development and Redevelopment Plan provide a general framework for the future development of New Jersey. Municipal Master Plans should comply with the goals and policies outlined in the Plan to ensure the quality of life for all residents. The New Jersey State Planning Commission adopted the latest Plan on March 1, 2001. However, on April 28, 2004, the New Jersey State Planning Commission approved the release of the Preliminary State Development and Redevelopment Plan and the Preliminary State Plan Policy Map. This action launched the third round of Cross-acceptance, a process designed to encourage consistency between municipal, county, regional, and state plans to create a meaningful, up-to-date and viable State Plan.

Through Cross-acceptance, negotiating entities work with local governments and residents to compare their local master plans with the State Plan and to identify potential changes that could be made to achieve a greater level of consistency with statewide planning policies. Subsequent to the release of the Preliminary State Plan and related mapping in 2004, additional Cross Acceptance mapping was approved by the State Planning Commission on July 19, 2006 and updated on August 1, 2006.

Both the current and the proposed State Plan Policy Map places Spring Lake Borough within the Metropolitan Planning Area (PA1), which is the most urban of the State's 5 planning area classifications. Communities that have been designated as Metropolitan Planning Areas generally exhibit mature settlement patterns with a diminished supply of vacant land. In established communities such Spring Lake, and other municipalities located proximate to the Borough, the reuse of existing properties will be the major form of new construction. The land use policy objectives of Metropolitan Planning Areas are to:

(1) Promote redevelopment and development in Cores (i.e., downtowns) and neighborhoods through cooperative regional efforts.

(2) Promote diversification of land use, including housing where appropriate, in single use developments, and enhance their linkages to the rest of the community.

(3) Ensure efficient and beneficial utilization of scarce land resources to strengthen its diversification and compact nature.

Consequently, the Borough's Master Plan recognizes this designation and will support the intent and principles of the State Plan. Further, the overall objectives and policies of the Spring Lake Master Plan shall be consistent with these goals.

**Monmouth County Growth Management Guide/ Coastal Monmouth Plan**

The Monmouth County Growth Management Guide (GMG) is the Master Plan for future development in Monmouth County. The GMG, which was adopted in 1995, divided Monmouth County into five (5) regions. A comprehensive set of planning Goals, Objectives, and Policies for the Bayshore region, of which Spring Lake Borough is a part, have been adopted and are considered elements of the County's 1995 Growth Management Guide.

Presently, these items still qualify as the overall planning policy guidance document at the County level. As such, during the drafting of the Spring Lake 2009 Master Plan update process, Spring Lake will ensure that its Master Plan efforts are consistent with the Goals, Objectives and Policies that have been adopted and incorporated into the Monmouth County Growth Management Guide.

It should also be noted that Spring Lake, along with 29 other contiguous municipalities are currently participating in a regional planning effort that was initiated by the Monmouth County Planning Board. This effort was initiated to culminate in a cohesive plan for the future development of the County's Atlantic Coastal Region which features

municipalities that range from cities to developing suburban areas to small, fully developed beachfront towns. Many are long-established "Shore" towns, historically associated with summer tourism, which are now being developed and redeveloped to accommodate thousands of new, permanent residents. Other communities, which are more inland, are also engaged in redevelopment and revitalization.

The Coastal Monmouth effort will strive to create a land use plan that will accommodate market demands while directing growth in a sustainable manner that considers environmental resources and community character. The Coastal Monmouth Plan is anticipated to be complete in January of 2008.

**Monmouth County Solid Waste Management Plan**

The Spring Lake Master Plan update will be consistent with the goals of the Solid Waste Management Plan of Monmouth County. The Borough of Spring Lake has incorporated waste management requirements that are consistent with those of Monmouth County and also utilizes the County owned landfill for its recycling initiatives.

# APPENDIX A

# 2010 SPRING LAKE BUSINESS INVENTORY

# 2010 Business Inventory

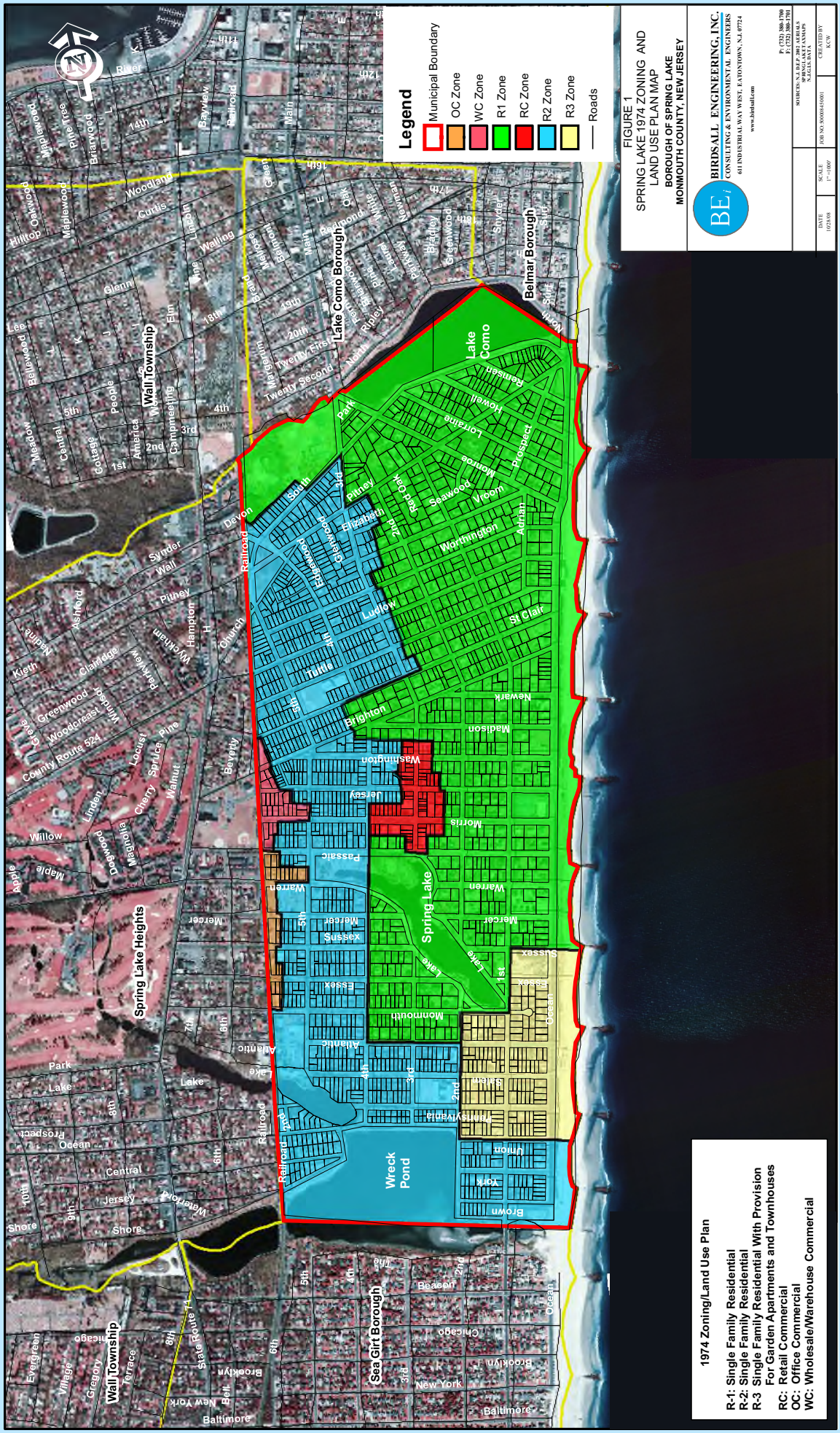
| Name | Location Address | Town | State | Zip Code | Business Type |
|---|---|---|---|---|---|
| The Ocean House | 102 Sussex Avenue | Spring Lake | NJ | 07762 | Inn |
| Spring Lake Inn | 104 Salem Avenue | Spring Lake | NJ | 07762 | Inn |
| Ashling Cottage | 106 Sussex Avenue | Spring Lake | NJ | 07762 | Inn |
| Kate & Company | 1100 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Gloria Nilson GMAC Real Estate | 1101 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Lakeview Hair Designs | 1102 3rd Avenue | Spring Lake | NJ | 07762 | Other |
| Spring Lake Jewelers | 1104 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Skuby Blue | 1106 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Coppelia Dancewear | 1107 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Another Angle,Inc. | 1108 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| E.J. Dooley | 1109 3rd Avenue | Spring Lake | NJ | 07762 | Service |
| Spring Lake Gallery | 1110 3rd Avenue | Spring Lake | NJ | 07762 | Professional |
| Spring Lake Pizzaria & Restaurant | 1110 3rd Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| Urban Details | 1111 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Handmade Pottery | 1111 3rd Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| Ward Wight Sotheby's International Realty | 1112 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Life is Good | 1113 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| The Elegant Alternative | 1113.5 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Finishing Touches | 1115 3rd Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| Weichert Realty | 1117 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| 3rd Avenue Chocolate Shoppe | 1118 3rd Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| The Irish Centre | 1120 3rd Avenue | Spring Lake | NJ | 07762 | Other |
| Coldwell Banker Residential Brokerage | 1122 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Wachovia Bank | 1123 3rd Avenue | Spring Lake | NJ | 07762 | Bank |
| Spring Lake Properties.net | 118 Brown Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Main Pharmacy of Spring Lake | 1200 3rd. Avenue | Spring Lake | NJ | 07762 | Other |
| 3rd Avenue Surf Shop | 1200 3rd. Avenue | Spring Lake | NJ | 07762 | Apparel |
| D'Amico & McConnell Real Estate | 1201 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Casagrande Liquors | 1202 3rd Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| Waterlily Fashions | 1203 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Freedmans Bakery | 1203 3rd Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| Waterlily | 1203 3rd Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| Damico Conners Realty | 1203 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Remax, Inc | 1204 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Jean Louise Homemade Candies | 1205 3rd Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| Samantha's | 1205 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Clayton's Limo Service | 1207 3rd Avenue | Spring Lake | NJ | 07762 | Service |
| Courts & Greens | 1209 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Skuby & Co. | 1210 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Fulton's Barber Shop | 1211 3rd Avenue | Spring Lake | NJ | 07762 | Personal/Beauty |

| Name | Location Address | Town | State | Zip Code | Business Type |
|---|---|---|---|---|---|
| Karen's Boutique | 1212 3rd Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| Village Tweed Mens' Wear | 1213 3rd. Avenue | Spring Lake | NJ | 07762 | Apparel |
| Diane Turton Realtors | 1216 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Whimsicality | 1219 3rd Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| New Jersey Chiropractic | 1219 3rd Avenue | Spring Lake | NJ | 07762 | Professional |
| Youngland of Shoes | 1219 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| The Spot | 1221 3rd Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| William Garrity, Attorney | 1222 3rd Avenue | Spring Lake | NJ | 07762 | Professional |
| Camel's Eye | 1223 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Coldwell Banker, Inc. Realty | 1224 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Mary Holder Agency, Inc. | 1225 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Lasting Impressions | 1226 3rd Avenue | Spring Lake | NJ | 07762 | Personal/Beauty |
| Who's on Third Deli/Grill | 1300 3rd Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| Spring Lake Variety | 1301 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Juli Mei | 1303 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| The Art of Skin Care | 1304 3rd Avenue | Spring Lake | NJ | 07762 | Personal/Beauty |
| Splash | 1305 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Teddy Bears By the Seashore | 1306 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Ye Towne Shop/Pink Pony | 1307 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Beach Rose Florist | 1308 3rd Avenue | Spring Lake | NJ | 07762 | Florist |
| Bonnie O'Mallet Agency | 1308 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Al's Bootery | 1308 3rd. Avenue | Spring Lake | NJ | 07762 | Apparel |
| Spring Lake Barber (Vacant) | 1309 3rd Avenue | Spring Lake | NJ | 07762 | Apparel |
| Sweet Pea (Vacant) | 1311 3rd Avenue | Spring Lake | NJ | 07762 | Personal/Beauty |
| Chase Bank, Inc. | 1312 3rd Avenue | Spring Lake | NJ | 07762 | Bank |
| Spring Lake Boutique | 1313 3rd Avenue | Spring Lake | NJ | 07762 | Gifts |
| Noteworthy by the Sea | 1315 3rd Avenue | Spring Lake | NJ | 07762 | Gifts |
| Vacant Store | 1317 3rd Avenue | Spring Lake | NJ | 07762 | |
| ArtEffects | 1319 3rd Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| Island Palm Grill | 1321 3rd Avenue | Spring Lake | NJ | 07762 | Inn |
| Sisters Café | 1321 3rd. Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| Tom Baily's Market | 1323 3rd Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| The Spring Lake Bottle Shop | 1400 3rd Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| McGowan Agency | 1401 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Victor & Co. | 1404 3rd Avenue | Spring Lake | NJ | 07762 | Personal/Beauty |
| JPM Construction Consultants | 1405 3rd Avenue | Spring Lake | NJ | 07762 | Professional |
| Marian Fallon Realtor | 1405 3rd Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Frederick Galleries | 1405-01 3rd Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| Thistledown Framing & Gallery | 1405-1 3rd Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| Robert Guenther, DPM | 1405-2 3rd Avenue | Spring Lake | NJ | 07762 | Medical |
| John Charles-Psychotherapist | 1405-4 3rd Avenue | Spring Lake | NJ | 07762 | Medical |
| Spring Lake Cleaners | 1406 3rd Avenue | Spring Lake | NJ | 07762 | Service |
| Cleaners | 1408 3rd Avenue | Spring Lake | NJ | 07762 | Service |
| Wachovia Securities | 1410 3rd Avenue | Spring Lake | NJ | 07762 | Professional |
| Spring Lake's Grand Victorian | 1505 Ocean Avenue | Spring Lake | NJ | 07762 | Inn |

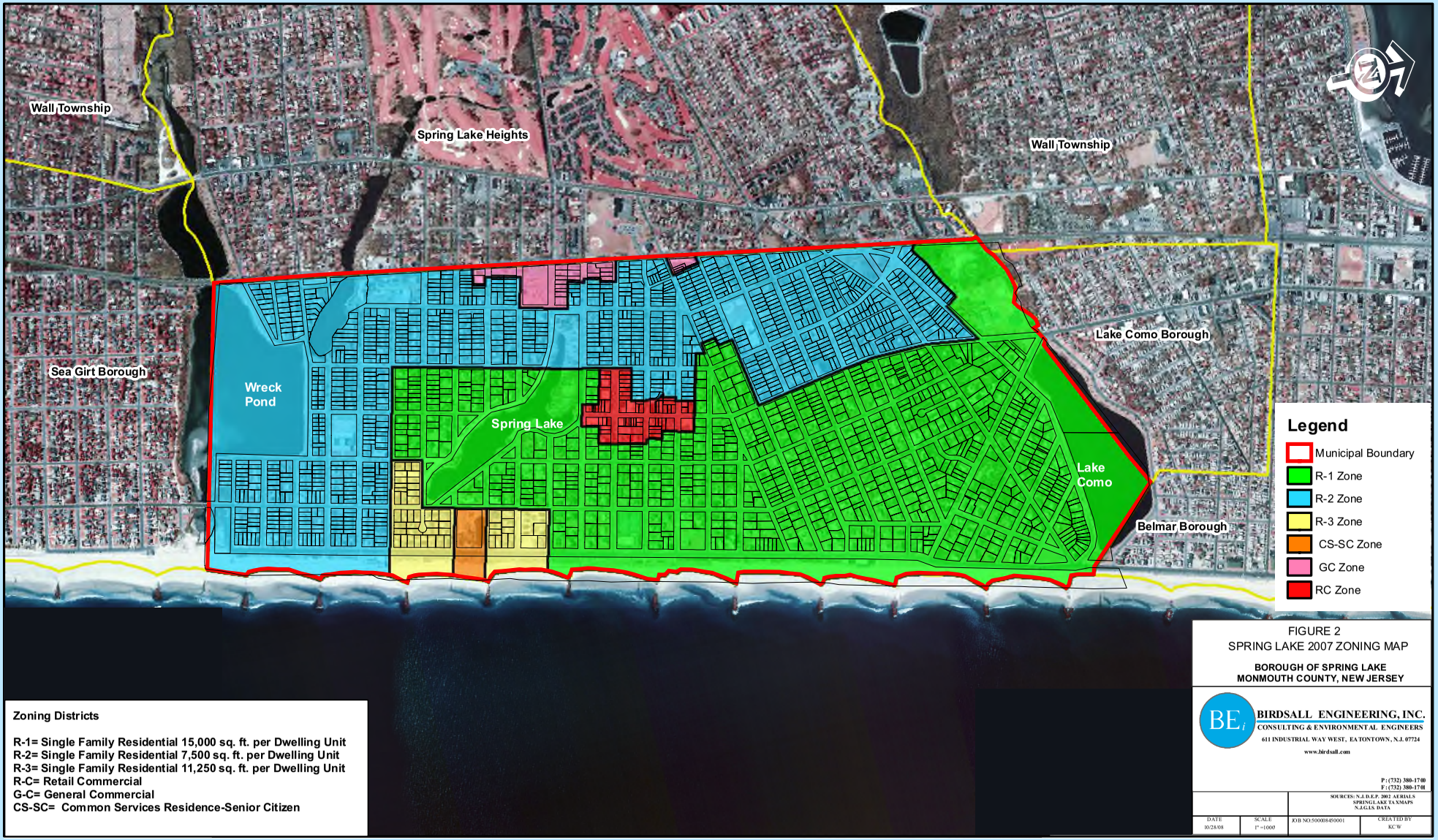
| Name | Location Address | Town | State | Zip Code | Business Type |
|---|---|---|---|---|---|
| Cosmos Restaurant | 1507 Ocean Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| Seacrest by the Sea | 19 Tuttle Avenue | Spring Lake | NJ | 07762 | Inn |
| The Hewitt Wellington | 200 Monmouth Avenue | Spring Lake | NJ | 07762 | Inn |
| Whispers Restaurant | 200 Monmouth Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| Bryant Business Services Incorporated | 200 Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| Childproof Incorporated | 200 Morris Avenue | Spring Lake | NJ | 07762 | Other |
| Normandy Inn | 21 Tuttle Avenue | Spring Lake | NJ | 07762 | Inn |
| Spring Lake Theraputic Massage | 214 Jersey Avenue | Spring Lake | NJ | 07762 | Personal/Beauty |
| Victoria House | 214 Monmouth Avenue | Spring Lake | NJ | 07762 | Inn |
| Pandolfo, Shaw, & Rubino Attorneys | 215 Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| J. Barker Stirling, MD | 215 Morris Avenue | Spring Lake | NJ | 07762 | Medical |
| Century Capital Associates | 215 Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| Dolan & Dolan, CPA | 215 Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| Pethcscheuter & Franciso, CPA | 215 Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| Lynda Lee, Attorney | 215 Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| Jeff Thaker, Attorney | 215 Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| Global Marketing Strategies | 215 Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| Dr. E. Spillanae Greco | 215 Morris Avenue | Spring Lake | NJ | 07762 | Medical |
| Robert Conforti, Attorney | 215 Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| Sweet Pea | 217 Jersey Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| The Johnson House | 25 Tuttle Avenue | Spring Lake | NJ | 07762 | Inn |
| Linger | 304 Morris Avenue | Spring Lake | NJ | 07762 | Apparel |
| Childrens Clothes Closet | 304 Morris Avenue | Spring Lake | NJ | 07762 | Apparel |
| Atlantic House | 305 2nd Avenue | Spring Lake | NJ | 07762 | Inn |
| Office Building | 302-304 Washington Avenue | Spring Lake | NJ | 07762 | |
| Howell Senior Care | 302-304 Washington Avenue | Spring Lake | NJ | 07763 | Professional |
| J&S Equity | 302-304 Washington Avenue | Spring Lake | NJ | 07764 | Professional |
| Dealership Mamagment Ass. | 302-304 Washington Avenue | Spring Lake | NJ | 07765 | Professional |
| Robert F. Torone Ass. | 302-304 Washington Avenue | Spring Lake | NJ | 07766 | Professional |
| DDI Leasing Inc | 302-304 Washington Avenue | Spring Lake | NJ | 07767 | Professional |
| Spring Lake Bed & Breakfast Inkeepers | 302-304 Washington Avenue | Spring Lake | NJ | 07768 | Professional |
| Chamber of Commerce | 302-304 Washington Avenue | Spring Lake | NJ | 07769 | Professional |
| Hotel & Bed & Breakfast Associates | 302-304 Washington Avenue | Spring Lake | NJ | 07770 | Professional |
| New World Video | 302-304 Washington Avenue | Spring Lake | NJ | 07771 | Professional |
| Edmunds Realty | 305 Washington Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Middletown Title Agency | 306 Jersey Avenue | Spring Lake | NJ | 07762 | Professional |
| Ultimate Creations Florist | 306 Morris Avenue | Spring Lake | NJ | 07762 | Florist |
| Café Artiste | 306 Morris Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| Bruchele Interiors | 309 Morris Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| Quinn & Kegleman | 309 Morris Avenue Suite-A | Spring Lake | NJ | 07762 | Professional |
| Ballyarney Investments | 309B Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| MAC Events, LLC. | 309D Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| Americal Offices | 309F Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| Prediction Systems, Inc. | 309G Morris Avenue | Spring Lake | NJ | 07762 | Professional |

| Name | Location Address | Town | State | Zip Code | Business Type |
|---|---|---|---|---|---|
| Market Advisory Services | 309I Morris Avenue | Spring Lake | NJ | 07762 | Professional |
| Spring Lake Dental Care | 310 Morris Avenue | Spring Lake | NJ | 07762 | Medical |
| Chris Smith Realty | 311 Morris Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Gill Chiropractic | 312 Morris Avenue | Spring Lake | NJ | 07762 | Medical |
| Store For Rent | 313 Morris Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| Arts, Inc. | 315 Morris Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| Teddy Bears By the Seashore | 317 Morris Avenue | Spring Lake | NJ | 07762 | Apparel |
| La Maison | 404 Jersey Avenue | Spring Lake | NJ | 07762 | Inn |
| Walden on the Pond | 412 Ocean Road | Spring Lake | NJ | 07762 | Inn |
| White Lilac Inn | 414 Central Avenue | Spring Lake | NJ | 07762 | Inn |
| Villa Park B & B | 417 Ocean Road | Spring Lake | NJ | 07762 | Inn |
| Chateau Inn & Suites | 500 Warren Avenue | Spring Lake | NJ | 07762 | Inn |
| Sitar Realty Co. | 503 Washington Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Spring Lake Home Care | 505 Mercer Avenue. | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| Pamela Decuir Interior Designs | 510 Warren Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| Havenuens Quality Cleaners | 514 Warren Avenue | Spring Lake | NJ | 07762 | Other |
| Josephs Delicatessan | 516 Warren Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| Initial Impact | 516 Warren Avenue | Spring Lake | NJ | 07762 | Furnishing/Gifts |
| Egan's Spring Lake Liquors | 516 Warren Avenue | Spring Lake | NJ | 07762 | Food/Drink |
| Prudential Zach Shore Properties | 520 Washington Avenue | Spring Lake | NJ | 07762 | Real Estate |
| Henry S. Schwier, Inc. | 600 Washington Avenue | Spring Lake | NJ | 07762 | Professional |
| Black Trumpet | 7 Atlantic Avenue | Spring Lake | NJ | 07762 | Inn |
| The Sandpiper inn | 7 Atlantic Avenue | Spring Lake | NJ | 07762 | Inn |
| Spring Lake Community House/ Dance School | Madison & 3rd Avenue | Spring Lake | NJ | 07762 | NonProfit |
| The Breakers | Ocean & Newark Avenue | Spring Lake | NJ | 07762 | Inn |

# Spring Lake 1974 Zoning and Land Use Plan: Figure 1



# Spring Lake 2007 Zoning Map: Figure 2




MON-L-004472-26 11/13/2026 4:17:32 PM Pg 123 of 132 Trans ID: LCV20263036629

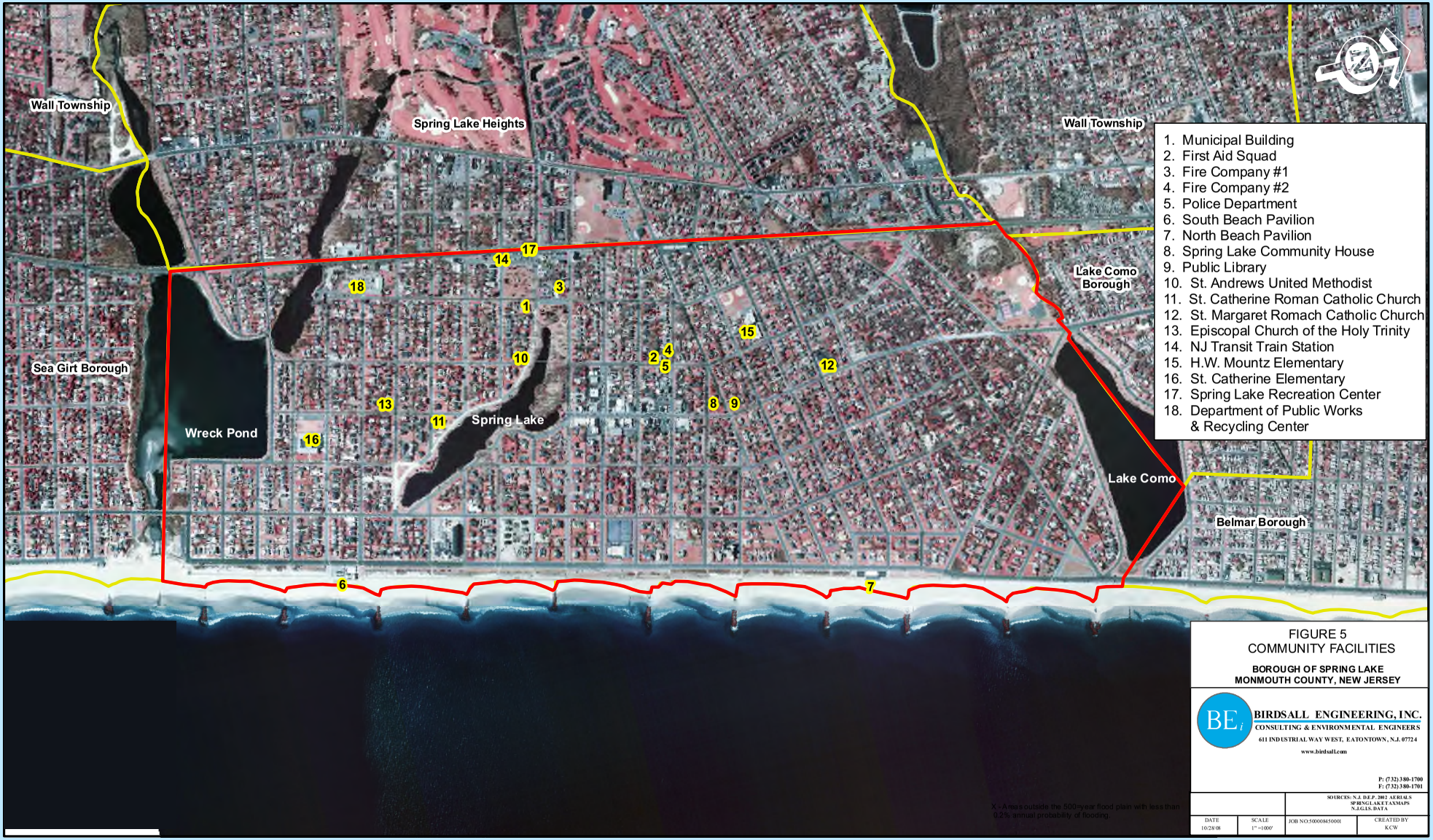
# Spring Lake Current Land Use: Figure 3



# Spring Lake Circulation Map: Figure 4



# Spring Lake Communtiy Facilities: Figure 5



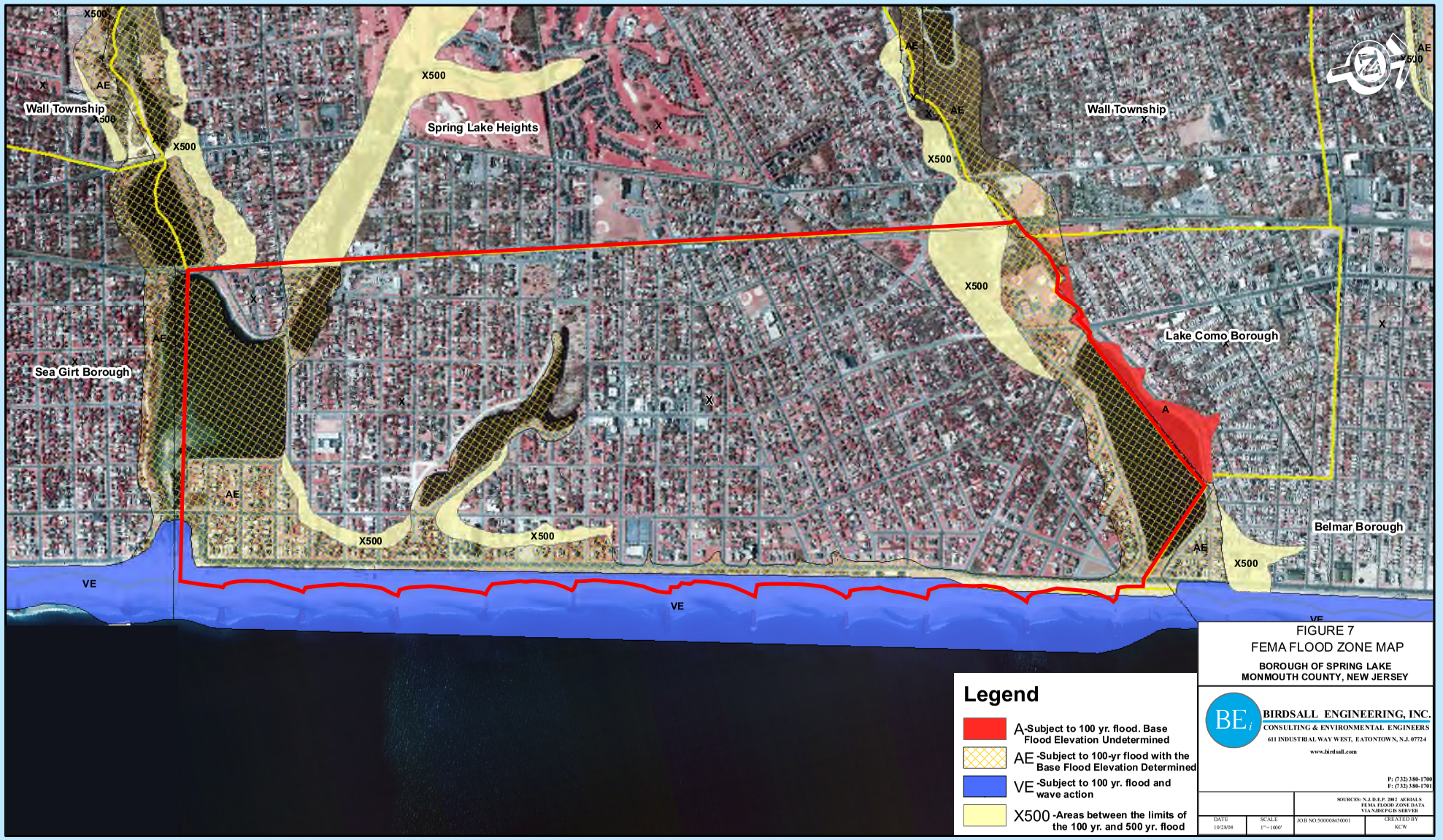

MON-L-004472-26 11/13/2026 4:17:32 PM Pg 126 of 132 Trans ID: LCV20263036629

# Spring Lake Wetlands and Waterways: Figure 6




MON-L-004472-26 11/13/2026 4:17:32 PM Pg 127 of 132 Trans ID: LCV20263036629

# Spring Lake FEMA Flood Zone Map: Figure 7




MON-L-004472-26 11/13/2026 4:17:32 PM Pg 128 of 132 Trans ID: LCV2026036629

# Spring Lake Soils Map: Figure 8

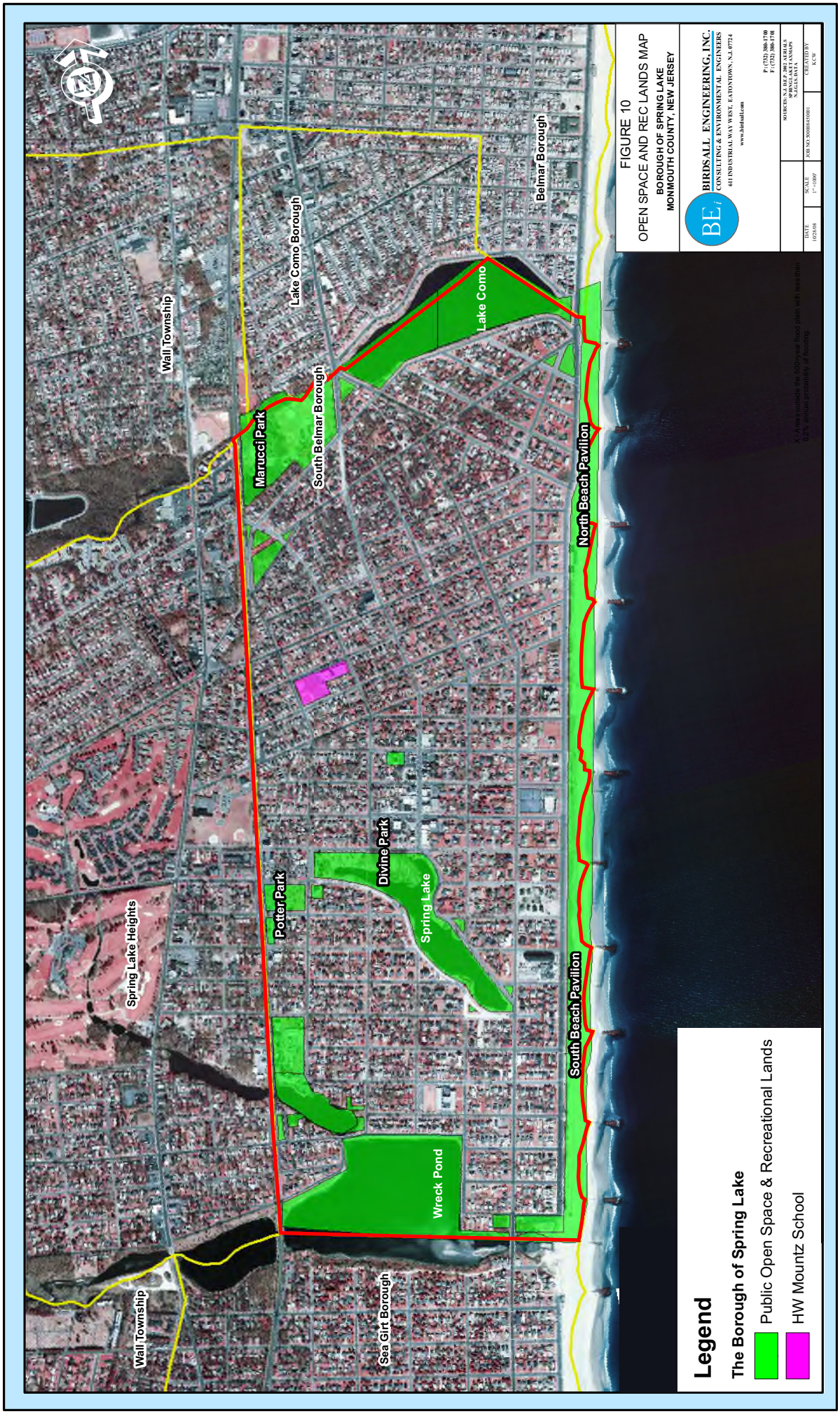


# Spring Lake T & E Species Map: Figure 9




MON-L-004472-26 11/13/2026 4:17:32 PM Pg 130 of 132 Trans ID: LCV2026036629

# Spring Lake Open Space and Recreation Lands: Figure 10



# Spring Lake Historical Resources: Figure 11



MON-L-004472-26 11/13/2026 4:17:32 PM Pg 1 of 11 Trans ID: LCV20263036629

# Spring Lake 1974 Zoning and Land Use Plan: Figure 1




**1974 Zoning/Land Use Plan**

R-1: Single Family Residential
R-2: Single Family Residential
R-3 Single Family Residential With Provision For Garden Apartments and Townhouses
RC: Retail Commercial
OC: Office Commercial
WC: Wholesale/Warehouse Commercial

FIGURE 1
SPRING LAKE 1974 ZONING AND LAND USE PLAN MAP
**BOROUGH OF SPRING LAKE**
**MONMOUTH COUNTY, NEW JERSEY**

BIRDSALL ENGINEERING, INC.
CONSULTING & ENVIRONMENTAL ENGINEERS
611 INDUSTRIAL WAY WEST, EATONTOWN, N.J. 07724
www.birdsall.com
P: (732) 380-1700
F: (732) 380-1701

SOURCES: N.J. D.E.P. 2012 AERIALS
SPRINGLAKETAXMAPS
N.J.G.I.S. DATA

| DATE | SCALE | JOB NO: 50008450001 | CREATED BY |
|---|---|---|---|
| 1028/08 | 1" =1000' | | KCW |

MON-L-004472-26 11/13/2026 4:17:32 PM Pg 2 of 11 Trans ID: LCV20263036629

# Spring Lake 2007 Zoning Map: Figure 2



MON-L-004472-26 11/13/2026 4:17:32 PM Pg 3 of 11 Trans ID: LCV20263036629

# Spring Lake Current Land Use: Figure 3




FIGURE 3
SPRING LAKE CURRENT LAND USE
**BOROUGH OF SPRING LAKE**
**MONMOUTH COUNTY, NEW JERSEY**

BIRDSALL ENGINEERING, INC.
CONSULTING & ENVIRONMENTAL ENGINEERS
611 INDUSTRIAL WAY WEST, EATONTOWN, NJ. 07724
www.birdsall.com
P: (732) 380-1700
F: (732) 380-1701

SOURCES: N.J.D.E.P. 2002 AERIALS
SPRING LAKE TAX MAPS
N.J.G.I.S. DATA

| DATE | SCALE | JOB NO. | CREATED BY |
|---|---|---|---|
| 10/28/08 | 1" =1000 | 500008450001 | KCW |

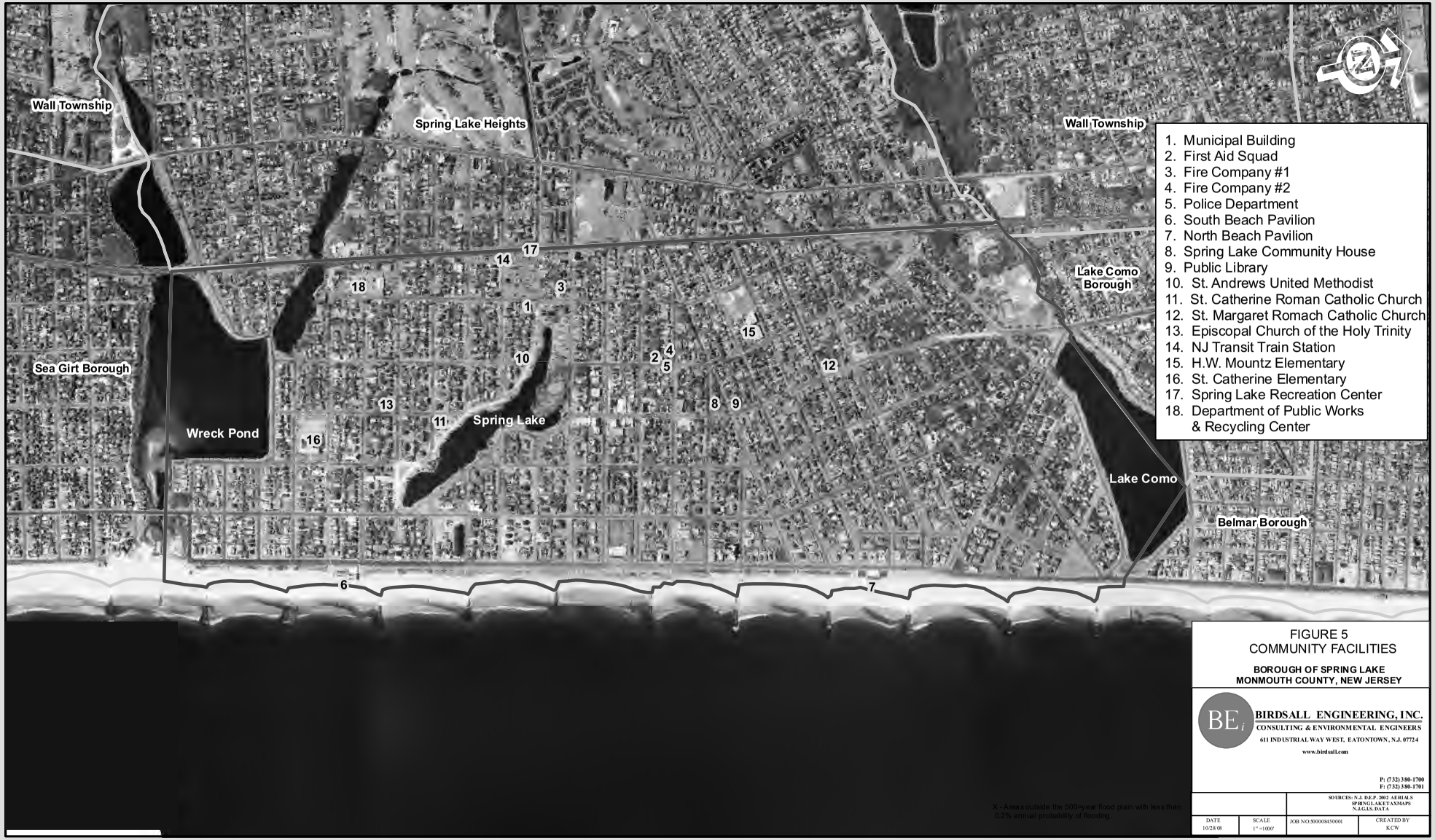
MON-L-004472-26 11/13/2026 4:17:32 PM Pg 4 of 11 Trans ID: LCV20263036629

# Spring Lake Circulation Map: Figure 4



MON-L-004472-26 11/13/2026 4:17:32 PM Pg 5 of 11 Trans ID: LCV20263036629

# Spring Lake Communtiy Facilities: Figure 5



MON-L-004472-26 11/13/2026 4:17:32 PM Pg 6 of 11 Trans ID: LCV20263036629

# Spring Lake Wetlands and Waterways: Figure 6



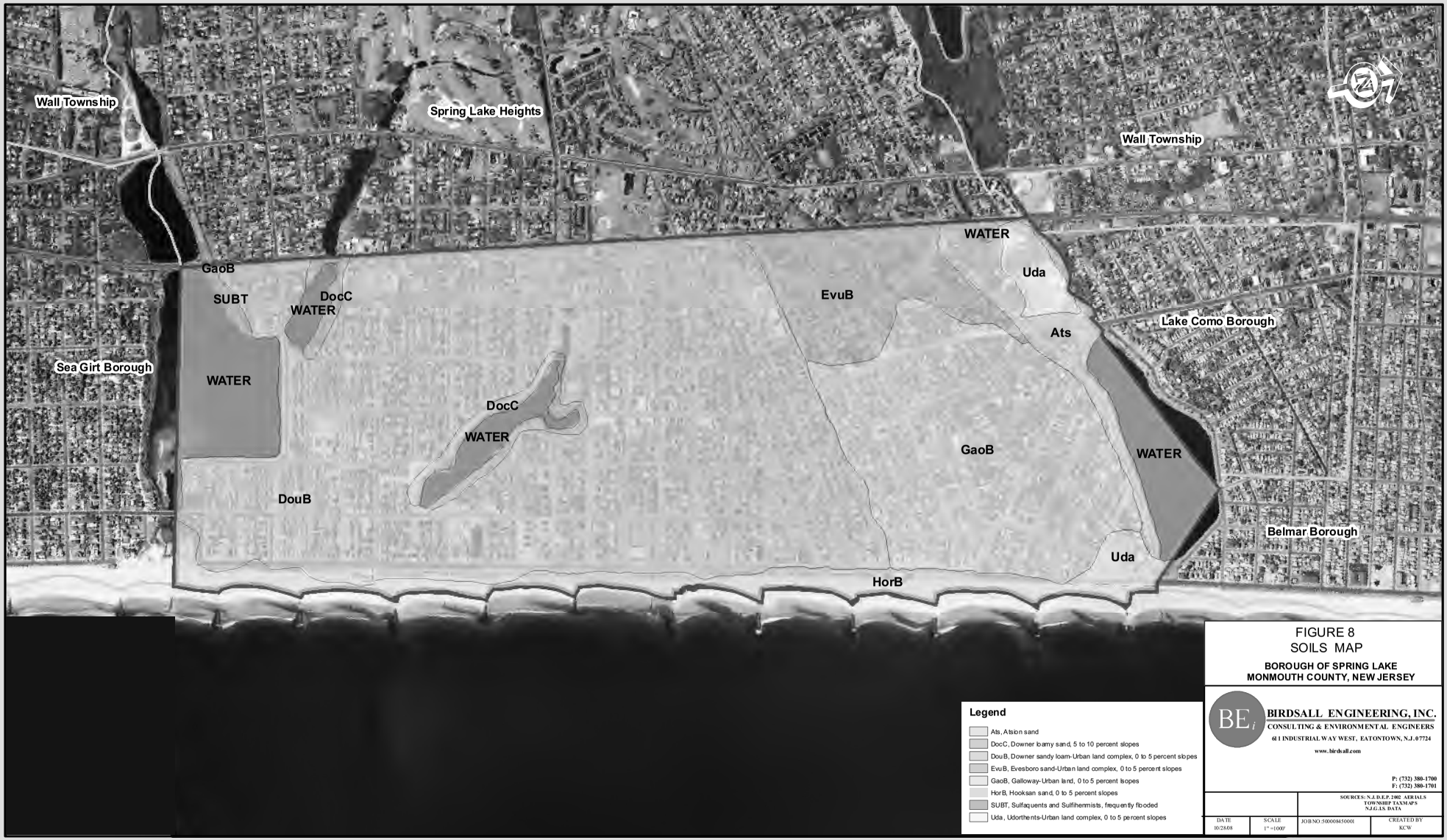
MON-L-004472-26 11/13/2026 4:17:32 PM Pg 7 of 11 Trans ID: LCV20263036629

# Spring Lake FEMA Flood Zone Map: Figure 7



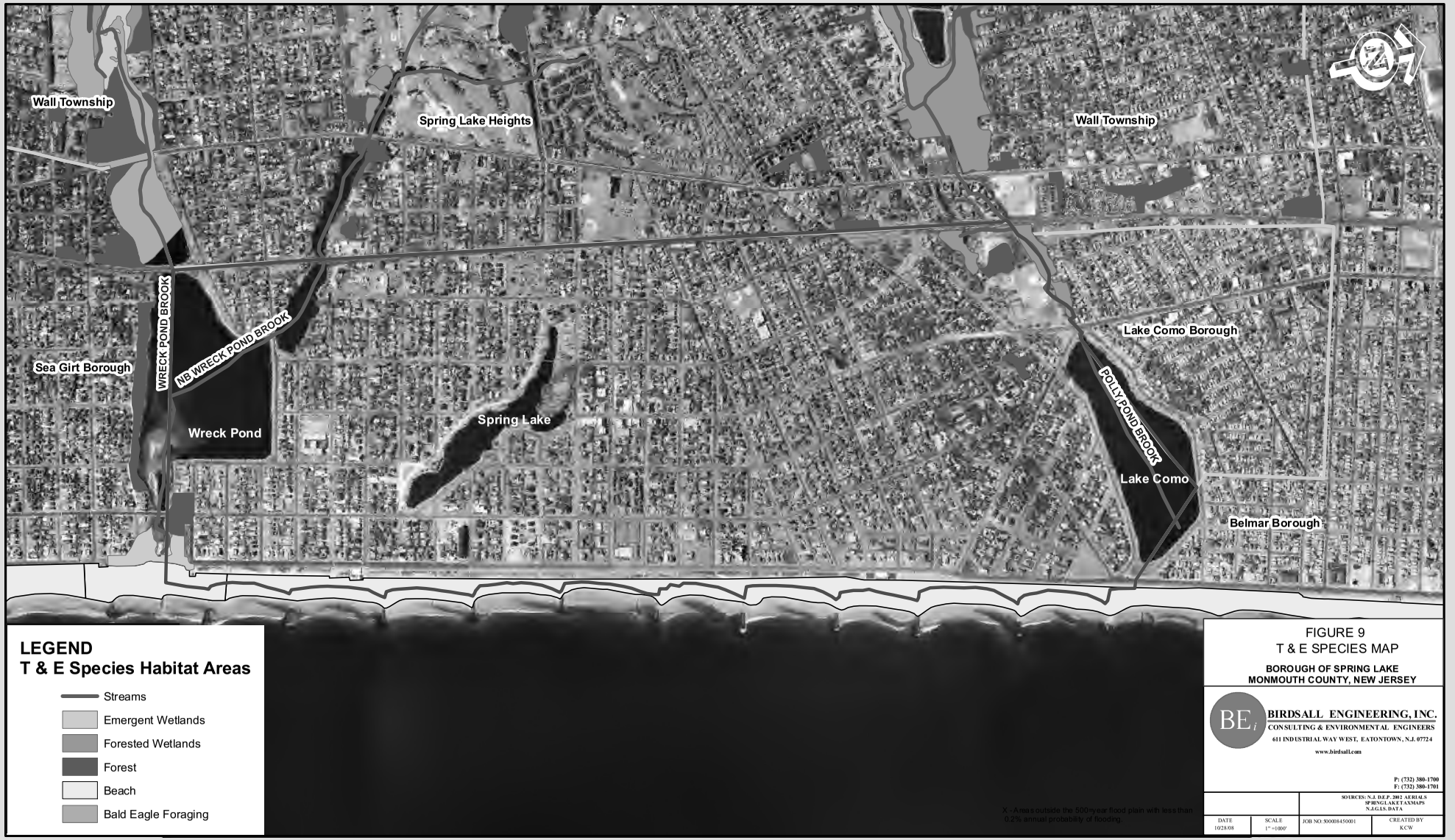
MON-L-004472-26 11/13/2026 4:17:32 PM Pg 8 of 11 Trans ID: LCV20263036629

# Spring Lake Soils Map: Figure 8



MON-L-004472-26 11/13/2026 4:17:32 PM Pg 9 of 11 Trans ID: LCV20263036629

# Spring Lake T & E Species Map: Figure 9



MON-L-004472-26 11/13/2026 4:17:32 PM Pg 10 of 11 Trans ID: LCV20263036629

# Spring Lake Open Space and Recreation Lands: Figure 10



MON-L-004472-26 11/13/2026 4:17:32 PM Pg 11 of 11 Trans ID: LCV20263036629

# Spring Lake Historical Resources: Figure 11

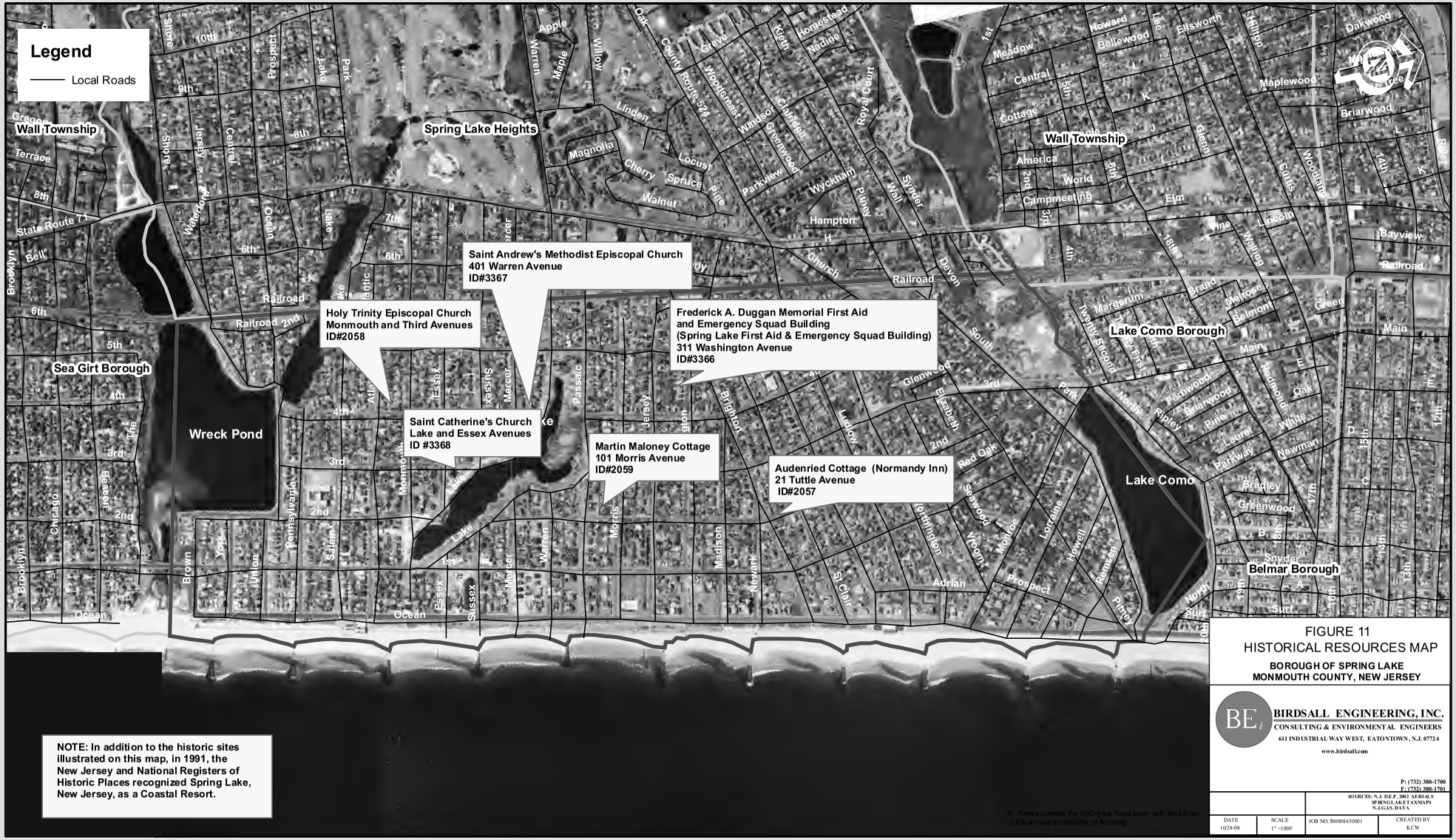



FIGURE 11
HISTORICAL RESOURCES MAP
BOROUGH OF SPRING LAKE
MONMOUTH COUNTY, NEW JERSEY

BIRDSALL ENGINEERING, INC.
CONSULTING & ENVIRONMENTAL ENGINEERS
611 INDUSTRIAL WAY WEST, EATONTOWN, N.J. 07724
www.birdsall.com
P: (732) 380-1700
F: (732) 380-1701

SOURCES: N.J. D.E.P. 2012 AERIALS
SPRINGLAKETAXMAPS
N.A.G.I.S. DATA

| DATE | SCALE | JOB NO: 50008450001 | CREATED BY |
|---|---|---|---|
| 1/23/08 | 1" =1000' | | KCW |

# Civil Case Information Statement

## Case Details: MONMOUTH | Civil Part Docket# L-004472-26

**Case Caption:** SPRING LAKE AGAINST 5G TOWERS VS THE BOROUGH OF
**Case Initiation Date:** 11/13/2026
**Attorney Name:** JOSEPH MICHAEL CARUSONE
**Firm Name:** ANSELL GRIMM & AARON PC
**Address:** 1500 LAWRENCE AVE CN 7807
OCEAN NJ 07712
**Phone:** 7329221000
**Name of Party:** PLAINTIFF : Spring Lake Against 5G Towers
**Name of Defendant's Primary Insurance Company**
(if known): None

**Case Type:** ACTIONS IN LIEU OF PREROGATIVE WRITS
**Document Type:** Complaint with Jury Demand
**Jury Demand:** YES - 6 JURORS
**Is this a professional malpractice case?** NO
**Related cases pending:** NO
**If yes, list docket numbers:**
**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** NO
**Does this case involve claims related to COVID-19? NO**

**Are sexual abuse claims alleged by: Spring Lake Against 5G Towers? NO**

**Are sexual abuse claims alleged by: Kelley Badishkanian? NO**

**Are sexual abuse claims alleged by: Patrick Donnelly? NO**

**Are sexual abuse claims alleged by: Susan Donnelly? NO**

**Are sexual abuse claims alleged by: Steve Alesio? NO**

**Are sexual abuse claims alleged by: Hassam Chater? NO**

**Are sexual abuse claims alleged by: Bridget Chater? NO**

## THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

**CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION**

**Do parties have a current, past, or recurrent relationship?** NO

**If yes, is that relationship:**

**Does the statute governing this case provide for payment of fees by the losing party?** NO

**Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:**

**Do you or your client need any disability accommodations?** NO
**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO
**If yes, for what language:**

**Please check off each applicable category: Putative Class Action?** NO **Title 59?** NO **Consumer Fraud?** NO **Medical Debt Claim?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

11/13/2026
Dated

/s/ JOSEPH MICHAEL CARUSONE
Signed