BOROUGH OF BRADLEY BEACH, MONMOUTH COUNTY
ORDINANCE (                 ) Insert ordinance # for this revision of FLC Charter

AN ORDINANCE AMENDING ARTICLE II: “FLETCHER LAKE COMMISSION” IN CHAPTER 24: “COMMISSIONS AND COMMITTEES” OF THE BOROUGH’S REVISED GENERAL ORDINANCES TO APPROVE THE FLETCHER LAKE COMMISSION’S REVISED CHARTER.

Mayor Fox offered the following Ordinance and moved its introduction:
WHEREAS, by charter ordinance (circa 1994), the Borough of Bradley Beach (the “Borough”) and Neptune Township (together, the “Municipalities”) formed the Fletcher Lake Commission to have control over and care for Fletcher Lake and the land surrounding the lake in conjunction with the Municipalities regarding the management, maintenance, improvement and the ecological health and stability of Fletcher Lake.
WHEREAS, the Fletcher Lake Commission was initially formed pursuant to the authority granted the Municipalities by NJ.S.A. 40:48B-1, et seq.; and
WHEREAS, N.J.S.A. 40:48B-1, et seq. was thereafter repealed and replaced by the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.; and
WHEREAS, given the Municipalities’ twenty-nine years of experience in operating the Fletcher Lake Commission, together with the aforementioned revisions to New Jersey law affecting “joint meetings” or “regional service agencies” such as the Commission, representatives from both Municipalities recently met and agreed to revise the Commission’s Agreement of Charter to better enable and achieve the Commission’s purposes and to comply with updated laws;
NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the Borough of Bradley Beach, County of Monmouth, and State of New Jersey and by the Mayor and Council of Neptune Township, County of Monmouth, and State of New Jersey as follows:
SECTION 1. Article II entitled “Fletcher Lake Commission” of Chapter 24 entitled “Commissions and Committees” of the Revised General Ordinances of the Borough of Bradley Beach is hereby amended as follows:

Article II: Fletcher Lake Commission

§ 24-4 Establishment and Purpose.

A. The Borough of Bradley Beach and the Neptune Township have established, pursuant to N.J.S.A. 40A:65-1, et seq., a regional service agency known as the Fletcher Lake Commission

B. Pursuant to N.J.S.A. 40A:65-16, the Borough of Bradley Beach and the Neptune Township have entered into an Agreement of Charter for the Fletcher Lake Commission establishing the purposes and responsibilities of the intermunicipal body-regional service agency.

C. The Revised Agreement of Charter dated ___________ embodies the mutual understandings between the Borough of Bradley Beach and the Neptune Township, as well as the organization, duties, and responsibilities of the Commission.

D. The “Agreement of Charter of The Fletcher Lake Commission” will be made pursuant to N.J.S.A. 40:48B-1 et seq.; and

E. The Borough of Bradley Beach and Neptune Township Mayor and Council have reviewed said Revised Agreement and deems it in the best interests of the citizens of the Borough of Bradley Beach to be a party to said Commission.
§ 24-5  Revision of Fletcher Lake Commission Charter (FLCC) The Borough of Bradley Beach and Neptune Township have agreed to revise the Fletcher Lake Commission Charter (Circa 1994) and continue to participate in the Fletcher Lake Commission.

§ 24-6  Execution of agreement.

The Mayor and Borough Clerk be and they are hereby authorized to revise the agreement known as the “Agreement of Charter of The Fletcher Lake Commission.” (Circa 1994)

SECTION 2. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

SECTION 3. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough, the provisions hereof shall be determined to govern. All other parts, portions and provisions of The Revised General Ordinances of the Borough of Bradley Beach are hereby ratified and confirmed, except where inconsistent with the terms hereof.

SECTION 4. This Ordinance shall take effect upon adoption and publication in accordance with the laws of the State of New Jersey.

SO ORDAINED as aforesaid.

ERICA KOSTYZ LARRY FOX
Municipal Clerk (Bradley Beach) Mayor (Bradley Beach)

Introduced: Revision Introduced: (Date) ____________
Date of Hearing and Adoption: (Date) ____________
AGREEMENT OF CHARTER (CIRCA 1994–REVISED (Date) __________

FOR

THE FLETCHER LAKE COMMISSION

THIS AGREEMENT is hereby entered into between the Borough of Bradley Beach and the Borough of Neptune Township, municipal corporations of the State of New Jersey, in the County of Monmouth, for the purpose of hereby establishing an interlocal body to be known as the Fletcher Lake Commission (FLC), and for the purpose herein after set forth; and

WHEREAS, Fletcher Lake borders on both municipalities named herein, and Fletcher Lake is the responsibility of each municipality to the extent each municipality borders on Fletcher Lake, and the municipalities named herein have recognized that there must exist one cooperative body with a continuous existence to manage the welfare of Fletcher Lake;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

PURPOSE

1. The Fletcher Lake Commission (FLC) shall have authority over the control, maintenance, improvement and the ecological health and stability of Fletcher Lake in conjunction with the bordering municipalities named herein.

The Fletcher Lake Commission shall have authority to manage:

a. the flow of said Lake including the flow of said waters to the ocean.

b. the electricity, flood gates. silt traps, chemical testing, aerators, and other lake management techniques and devices.

c. the maintenance repair, and replacement, of Lake Structures such as the bridge, gazebo, benches, cement pads, pavers, pots and Fletcher Lake signage.

d. and contract for any and all necessary services in order to carry out the purposes of this charter, subject to necessary funding being available.

e. the chemical treatment to said lake for the control of biological growth and the corrections of any and all biologically harmful conditions.

f. the dredging of said Lake and to enter into any and all agreements to carry out the dredging of Fletcher Lake.

g. the maintenance, repair and replacement of Lake Bulkheads

h. the maintenance and improvement of Lake landscaping and sand management around lake structures

i. the wildlife population

j. the Lake’s state of balanced ecological stability to the greatest extent possible consistent with contracted recreational activity.

k. recommendations to each member municipality for the adoption of ordinances and rules for improvement of said Lake.
JURISDICTION

2. A. The Fletcher Lake Commission (FLC) shall have jurisdiction over the Lake which is hereby defined as that area between the Atlantic Ocean, The Borough of Bradley Beach and the Neptune Township area known as Ocean Grove.

B. The Jurisdiction of the Fletcher Lake Commissions (FLC) shall be designated on a map to be attached to this Charter at a later date and to be made a part hereof.

(When Possible Insert Updated Fletcher Lake Commission jurisdiction map here. Note: Contact Peter Avakian (engineer) for Map of Fletcher Lake that can be updated to show Fletcher Lake Commission jurisdiction boundaries)

C. Nothing herein shall be deemed to modify any rule of law governing municipality ownership, control and/or rights over flowing waters.

MEMBERSHIP/REPRESENTATION

3. Members of the Fletcher Lake Commission (FLC) shall be full-time residents of each respective municipality bordering the Lake.

4. The Commission shall consist of ten (_10_) members composed as follows:
   • Six (6) “Primary” resident members equally shared between the municipalities.
   • Four (4) “Alternate” resident members equally shared between the municipalities.
   • Rotating Primary member: There will be one (1) “Rotating Primary” member selected from the alternate resident pool, who shall be designated as a “rotating primary” resident member for a period of one (1) year. The position of alternate resident member shall be rotated annually between the municipalities (i.e., one year the alternate resident member shall be from Bradley Beach, the succeeding year from Neptune, etc.). The rotating primary resident member shall be selected by a majority of the primary resident members.

5. In total, there will be seven (_7_) Primary voting members at any time consisting of 6 Primary Members+ one (1) Alternate Member who will serve for 1 year as a Rotating Primary Member

6. Initially the members shall serve three (3) year staggered terms as follows: four (4) members equally from each municipality shall be appointed to a term of one (1) year; four (4) members equally from each municipality shall be appointed to a term of two (2) years; and two (2) members equally from each municipality shall be appointed to a term of three (3) years. Upon expiration of the initial terms of appointment, all terms shall be for a period of three (3) years.

7. The Commission shall also consist of two (2) ex-officio representatives, one (1) from each municipality’s Public Works Department. The ex-officio representatives shall have no voting rights.

8. The Commission shall also consist of one (1) elected official from the governing body of each member municipality. The representatives from each governing body shall have no voting rights.
OFFICERS

9. The Fletcher Lake Commission (FLC) shall annually elect, by majority vote of primary voting members, a Chairperson, Vice-Chairperson, Treasurer, and Secretary. Each officer shall serve for a term of one year commencing January 1st. The duties of each officer shall be as follows:
   a. Chairperson – shall be responsible for the management and conduct of all meetings and shall call meetings to order and close all meetings. He/she may exercise full voting power as the representative of his/her municipality.
   b. Vice-Chairperson – shall act in the absence of the Chairperson and shall chair such committees to which he/she may be appointed by the Chairperson.
   c. Treasurer – shall be responsible for the keeping of all accounts, payment of all bills, verification of debts, and provide a depository for the safekeeping of funds.
   d. Secretary – shall be responsible for the keeping of all official records of the Commission as designated.
   e. In addition, the Chairperson may appoint a clerk who shall have the duties as prescribed by resolution.
   f. The officers shall have such other duties which may be designated by resolution.

MUTUAL COOPERATION

10. The members of the Fletcher Lake Commission (FLC) shall cooperate fully with each other in fulfilling the purposes of this Commission. The municipalities also will mutually support fulfilling the purposes of this Commission. In the event of a violation of any State statutes, administrative regulations, ordinances or court orders by a member municipality of the Commission, said member municipality shall immediately abate said violation.

MEMBERSHIP APPOINTMENTS AND TERMINATION

11. Member appointments and terminations representing each municipality will be determined by the governing body for each municipality. The Fletcher Lake Commission (FLC) primary voting members can make recommendations to both governing bodies of the Borough of Bradley Beach and of the Borough of Neptune Township for proposed changes in membership. If a primary voting member fails to appear for 3 meetings annually without justification, they surrender their position”.

QUORUM/VOTING

12. A quorum is established with at least four (4) members being present at the meeting.

13. Official action requires at least a majority of the members of which at least one (1) affirmative vote must be from each municipality.

14. Each Primary Voting Member of the Commission shall be entitled to One Vote.

15. In the absence of a primary or rotating primary member, an alternate member from the same municipality shall be permitted to vote.
EXISTENCE

16. The Fletcher Lake Commission (FLC) shall have continual existence until such time as disbanded by approval of all the members of the Commission or by the governing bodies of the Township of Neptune or the Borough of Bradley Beach.

BUDGET

17. The Fletcher Lake Commission (FLC) shall maintain and manage its own budget. This budget will be funded by the equal annual contributions from Neptune Township and Bradley Beach and in amounts determined by FLC and approved by member Municipalities. These funds are to be utilized for a broad array of costs needed to conduct management activities under “PURPOSE”.

At the request of the Borough Administrator or manager or financial officers of either Neptune Township or Bradley Beach, the Commission shall provide its financial records for review. All checks issued by the FLC must be signed by a Commission officer/member of Neptune Township and Bradley Beach. Stamped signatures on checks are prohibited. All Commission purchases must comply with State purchasing requirements.

MUTUAL MUNICIPAL EXPENDITURES AND FLETCHER LAKE COMMISSION

18. Expenses related to the ongoing maintenance and sustainability of Fletcher Lake are considered to be “Municipal Expenses” and will be funded by the member municipalities in a 50/50 cost sharing formula and, where appropriate, the state. Municipal Expenses shall include but not be limited to:
   a. The chemical and Algae treatment of the lake to control biological growth and to correct any biologically harmful conditions.
   b. The maintenance of equipment and infrastructure such as the Lake aerators, scepters and inflow and outflow pipes.
   c. The Flume maintenance and repair
   d. The dredging of the lake if necessary.
   g. The protection and control of wildlife in and on the Lake in concert with Neptune Township and Bradley Beach simultaneously.
   h. The improvement of the Lake to a state of balanced ecological stability.
   i The maintenance and improvement of the Lake as a recreational resource.

19. Certain unlisted cost to support the ongoing maintenance and stability of the Lake may be allocated more specifically to Bradley Beach or to Neptune Township depending upon Fletcher Lake perimeters as they relate to each municipality and the mutual agreement of the Fletcher Lake Commission and the governing Municipalities of Bradley Beach and Neptune Township.

   Examples include, but are not limited to:
   a. The Bulkhead replacement, repair and maintenance.
   b. The replacement, repair and maintenance of Lake Structures such as the Bridge, Gazebo, Benches, Cement Pads or Pavers.
   c. The improvement and maintenance of Lake landscaping and Sand Management.
On, or shortly after, January 1\textsuperscript{st} of every year the commission will present a proposed budget – supported by research and analysis as needed – to the governing Councils for the member municipalities. This proposed budget will first be approved by the Commission members. The Governing bodies of each member municipality will review and consider those budget proposals when adopting their budgets for Lake-related expenses for the items listed in this Section. Once the governing body of each member municipality adopts its budget for those expenses, it will become the final budget for municipal expenses for Fletcher Lake for that fiscal year.

**PUBLIC MEETINGS**

20. All regular meetings shall be open to the public who shall have the right to address relevant remarks to the Commission. Said provision, however, shall not affect the right of the Commission to hold executive sessions, which sessions shall not be open to the public. All meetings shall be noticed and conducted in accordance as required by law.

The Commission shall have one regular meeting a month, which meeting shall be on a date adopted by the Commission by resolution. The Commission may suspend such monthly meeting at its sole discretion.

Special meetings of the Commission may be called by the Chairperson providing a minimum of 48 hours’ notice to all members and to the Public. The Chairperson shall call a special meeting upon receipt of a written request signed by four or more members of the commission.

All official action of the Commission shall be by resolution of the Commission.

**PUBLIC BIDDING**

21. All contracts, agreements, etc., shall be subject to the statutes of the State of New Jersey, governing public bidding.

**NONLIMITATION**

17. Nothing contained herein shall be construed to limit the rights, obligations and duties of the respective municipalities or the rights available to the several municipalities jointly as the Fletcher Lake Commission under the authority of any statutes of the United States of America or the State of New Jersey.

**SEVERABILITY**

18. In the event any portion of this Agreement shall be adjudicated inconsistent with the laws of the United States of America or the State of New Jersey, said Agreement shall remain in full force and effect to the extent that its remaining portions are consistent with said laws.
18. This Agreement shall become effective upon its formal adoption by the member municipalities and upon signatures of the officially designated representatives of said municipalities. Said Agreement shall only become effective upon authorized signature of all the municipalities designated as members of the Agreement.

ATTEST

______________________________

NEPTUNE TOWNSHIP

______________________________

ATTEST

______________________________

BOROUGH OF BRADLEY BEACH

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