

TOWNSHIP COMMITTEE WORKSHOP MEETING – NOVEMBER 26, 2018 – 6:00 P.M.

Mayor Williams calls the workshop meeting to order at 6:00 p.m. and asks the Clerk to call the roll:

ROLL CALL

PRESENT/ABSENT

Dr. Michael Brantley
Robert Lane, Jr.
Kevin B. McMillan
Carol Rizzo
Nicholas Williams

Also present: Vito D. Gadaleta, Business Administrator; Gene Anthony, Township Attorney; and Richard J. Cuttrell, Municipal Clerk.

Mayor Williams announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 4, 2018, posting the notice on the Board in the Municipal Complex, and filing a copy of said notice with the Municipal Clerk.

ITEMS FOR DISCUSSION IN OPEN SESSION

1. Review Committee calendars/update on outstanding issues and capital items.
- Various on-going capital improvement projects.

Res. # 18-387 – Authorize an Executive Session as authorized by the Open Public Meetings Act.

Offered by: _____ Seconded by: _____

Vote: Brantley, _____; Lane, _____; McMillan, _____; Rizzo, _____; Williams, _____.

RESOLUTION #18-387 – 11/26/18

AUTHORIZE AN EXECUTIVE SESSION AS AUTHORIZED BY
THE OPEN PUBLIC MEETINGS ACT

WHEREAS, Section 8 of the Open Public Meetings Act, Chapter 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances; and,

WHEREAS, this public body is of the opinion that such circumstances presently exist,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, County of Monmouth, as follows:

1. The Public shall be excluded from discussion of and action upon the hereinafter specified subject matters.

2. The general nature of the subject matter to be discussed is as follows:

Contract negotiations – Health Benefits Broker present

Contract negotiations – License Agreement for emergency parking at South End of Ocean Grove

3. It is anticipated at this time that the above stated subject matters will be made public when matters are resolved.

4. This Resolution shall take effect immediately.

TOWNSHIP COMMITTEE MEETING – NOVEMBER 26, 2018 – 7:00 P.M.

Mayor Williams calls the meeting to order and asks the Clerk to call the roll:

ROLL CALL

PRESENT/ABSENT

Dr. Michael Brantley
Robert Lane, Jr.
Kevin B. McMillan
Carol Rizzo
Nicholas Williams

Also present at the dais: Gene Anthony, Township Attorney; Vito D. Gadaleta, Business Administrator; and Richard J. Cuttrel, Municipal Clerk.

Silent Prayer and Flag Salute

The Clerk states, "Fire exits are located in the rear of the room and to my right. In the event of a fire, you will be notified by fire alarm and/or public address system, then proceed to the nearest smoke-free exit."

Mayor Williams announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 4, 2018 posting the notice on the Board in the Municipal Complex, and filing a copy of said notice with the Municipal Clerk. In addition, the meeting agenda, resolutions and ordinances are posted online at www.neptunetownship.org.

APPROVAL OF MINUTES – Motion offered by _____, seconded by _____, to approve the minutes of the meeting held on November 8th.

PRESENTATION - The Pound the Pavement for Purple Committee will present a check, representing the proceeds from the 5km run, to the Lustgarten Foundation. The Lustgarten Foundation exists to advance the research related to the diagnosis, treatment, cure and prevention of pancreatic cancer. In addition, the Mayor will proclaim the month of November as PANCREATIC AWARENESS MONTH in the Township of Neptune.

COMMENTS FROM THE DAIS - Comments from the Dais regarding business on this agenda or any reports on recent events in their respective departments.

PUBLIC COMMENTS ON RESOLUTIONS - Public comments regarding resolutions presented on this agenda only. The public will be permitted one visit to the microphone with a limit of five minutes.

ORDINANCES - For each ordinance with a public hearing, the public is permitted one visit to the microphone with a limit of five minutes.

ORDINANCE NO. 18-32 – An ordinance to amend Volume I, Chapter VII of the Code of the Township of Neptune by adding resident only handicapped parking zones on Lake Avenue, Pilgrim Pathway and Main Avenue - Final Reading

Explanatory Statement: This ordinance authorizes resident only handicapped parking zones in front of 16 Lake Avenue, 15 Pilgrim Pathway, and 12 Main Avenue.

Public Hearing:

Offered by: _____ Seconded by: _____

Vote: Brantley, _____; Lane, _____; McMillan, _____; Rizzo, _____; Williams, _____.

CONSENT AGENDA

Res. #18-388 – Place lien on 1602 Heck Avenue.

Res. #18-389 – Authorize the cancellation of credit balances for taxes.

Res. #18-390 – Authorize the cancellation of sewer rent (505 Wakefield Road).

Res. #18-391 – Award contract for animal control services.

Res. #18-392 – Accept resignation of Michael Pullano as an alternate member of the Environmental/Shade Tree Commission.

Res. #18-393 – Authorize submission of a Strategic Plan for the Neptune Township Municipal Alliance Grant.

Res. #18-394 – Authorize the purchase of a trailer mounted pump through the Houston-Galveston Area Council Purchasing Program.

CONSENT AGENDA Offered by: _____ Seconded by: _____

Vote: Brantley, _____; Lane, _____; McMillan, _____; Rizzo, _____; Williams, _____.

Res. #18-395 – Authorize the execution of a Conditional Designation and Interim Cost Agreement with OG North End Development, LLC, including provisions for a deposit of project funds to defray costs incurred by the Township of Neptune in connection with the negotiation of a Redevelopment Agreement, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.

Offered by: _____ Seconded by: _____

Vote: Brantley, _____; Lane, _____; McMillan, _____; Rizzo, _____; Williams, _____.

Res. #18-396 – Adopt Side Bar Agreement between Neptune Township and New Jersey State PBA Local #74 Neptune Township Unit.

Offered by: _____ Seconded by: _____

Vote: Brantley, _____; Lane, _____; McMillan, _____; Rizzo, _____; Williams, _____.

Res. #18-397 – Authorize the payment of bills.

Offered by: _____ Seconded by: _____

Vote: Brantley, _____; Lane, _____; McMillan, _____; Rizzo, _____; Williams, _____.

Res. #18-398 – Authorize settlement in the matter of Township of Neptune v. Sammie L. Doss, Jr. and Larbi Kandil, Docket No. C-114-18.

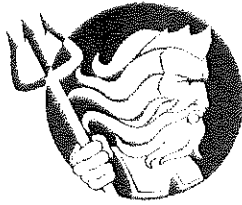
Offered by: _____ Seconded by: _____

Vote: Brantley, _____; Lane, _____; McMillan, _____; Rizzo, _____; Williams, _____.

PRIVILEGE OF THE FLOOR/PUBLIC COMMENTS

Members of the public may address any concern relating to the Township. The public will be permitted one visit to the microphone with a limit of five minutes.

ADJOURNMENT



Neptune

Township - NJ

Where Community, Business & Tourism Prosper

Proclamation

WHEREAS in 2018, an estimated 55,400 people will be diagnosed with pancreatic cancer in the United States and 44,330 will die from the disease;

WHEREAS pancreatic cancer is one of the deadliest cancers, is currently the third leading cause of cancer death in the United States, and is projected to become the second leading cause around 2020;

WHEREAS pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits, at just 9 percent;

WHEREAS when symptoms of pancreatic cancer present themselves, it is generally in later stages, and only 10 percent of pancreatic cancer patients are diagnosed when the disease is confined to their pancreas, and 91 percent of pancreatic cancer patients die within the first five years;

WHEREAS pancreatic cancer is the seventh most common cause of cancer-related death across the world;

WHEREAS there will be an estimated 418,000 new pancreatic cancer cases diagnosed worldwide in 2020;

WHEREAS the good health and well-being of the residents of the Township of Neptune are enhanced as a direct result of increased awareness about the symptoms and risks of pancreatic cancer, and research into early detection, causes, and effective treatments;

NOW, THEREFORE BE IT PROCLAIMED, that, I, Nicholas Williams, Mayor of the Township of Neptune, along with the entire Township Committee, do hereby proclaim the month of November, 2018 as PANCREATIC CANCER AWARENESS MONTH in the Township of Neptune.

DATED: November 26, 2018

Nicholas Williams, Mayor

ATTEST: _____
Richard J. Cuttrell, Clerk

Dr. Michael Brantley
Kevin B. McMillan

Carol Rizzo
Robert Lane, Jr.

RESOLUTION #18-388 - 11/26/18

PLACE LIEN ON 1602 HECK AVENUE

WHEREAS, Ordinance #843 of the Township of Neptune states that where a violation or condition exists on any property in the Township of Neptune that is of such a nature as to constitute an immediate threat to life, health, safety and the well being of residents in this township unless abated without delay, the Code Enforcement Supervisor may abate the violation or condition immediately or order the owner, operator or occupant to correct the violation or condition within a three-day period; and

WHEREAS, the Code Enforcement Supervisor determined that the condition of the properties listed below constituted such a threat; and,

WHEREAS, the Code Enforcement Supervisor has notified the Township Committee of the Township of Neptune that the owners of said property have failed to correct the condition/violation as ordered; and

WHEREAS, the Code Enforcement Supervisor has had the condition corrected in accordance with Article IV, Section 6.2 (a) of Ordinance #843 at a total cost as indicated below,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Tax Collector be and is hereby authorized to place the following costs as a lien against the following properties; and,

<u>BLOCK/LOT</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
505/6	1602 Heck Avenue	\$ 508.80

BE IT FURTHER RESOLVED, that a copy of this resolution along with the Code Enforcement Supervisor's report be forwarded to the Tax Collector.

RESOLUTION #18-389 - 11/26/18

AUTHORIZE THE CANCELLATION OF CREDIT BALANCES FOR TAXES

WHEREAS, the below listed properties reflect credit balances for taxes as indicated; and,

WHEREAS, the Tax Collector has exhausted all means in an effort to identify the owner of said funds; and,

WHEREAS, the Tax Collector has recommended canceling said credit to fund balance,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, County of Monmouth, State of New Jersey, that the Tax Collector be and is hereby authorized to cancel a credit balance as described herein,

BLOCK/LOT	OWNER	YEAR	AMOUNT
4051/21	Conforti/Tanglewood	2016	\$2,052.21
1815/7	Walker	2014	\$1,163.65

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Tax Collector, Assistant C.F.O., and Auditor.

RESOLUTION #18-390 - 11/26/18

AUTHORIZE THE CANCELLATION OF SEWER RENT (505 WAKEFILED ROAD)

WHEREAS, the Tax Collector has requested the cancellation of sewer rent to the property listed below,

THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Neptune, County of Monmouth, State of New Jersey, that the Tax Collector be and hereby is authorized to cancel Sewer Rent as stated herein; and,

BLOCK/LOT	ASSESSED TO	ADDRESS	YEAR	AMOUNT
1604/7	Rosetta Peggy Wisdom	505 Wakefield Road	2018	460.00

REASON: Building disconnected 12/2017

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Tax Collector, Assistant C.F.O. and Auditor.

RESOLUTION #18-391 - 11/26/18

AWARD CONTRACT FOR ANIMAL CONTROL SERVICES

WHEREAS, the Business Administrator has negotiated with the organization supplying animal control services to the Township and accepted proposals from other providers as required by NJSA 40:48-5.1; and,

WHEREAS, Monmouth County SPCA has proposed a rate of \$7,125.00 per month which is the lowest rate among the proposals received; and,

WHEREAS, funds for this purpose will be provided in the 2019 Municipal Budget, when adopted, in the appropriation entitled Dog Account, and the Chief Financial Officer has so certified in writing,

THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Mayor and Clerk be and are hereby authorized to execute an agreement with Monmouth County SPCA for animal control services for the year 2019 at a cost of \$7,125.00 per month; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Business Administrator, Chief Financial Officer, Registrar, Chief of Police and Assistant C.F.O.

RESOLUTION #18-392 - 11/26/18

ACCEPT THE RESIGNATION OF MICHAEL PULLANO AS A
ALTERNATE MEMBER OF THE ENVIRONMENTAL/SHADE TREE COMMISSION

WHEREAS, the Environmental/Shade Tree Commission Secretary has received a letter from Michael Pullano resigning as an alternate member of the Environmental/Shade Tree Commission effective November 20, 2018,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of Michael Pullano as an alternate member of the Environmental/Shade Tree Commission is hereby accepted effective November 20, 2018; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Environmental/Shade Tree Commission Secretary.

RESOLUTION #18-393 – 11/26/18

AUTHORIZE SUBMISSION OF A STRATEGIC PLAN FOR THE
NEPTUNE TOWNSHIP MUNICIPAL ALLIANCE GRANT

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and,

WHEREAS, the Township Committee of the Township of Neptune, County of Monmouth, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Neptune Township Committee further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Neptune Township Committee has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Monmouth; and,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune, County of Monmouth, State of New Jersey hereby recognizes the following:

1. The Neptune Township Committee does hereby authorize submission of a strategic plan for the Neptune Township Municipal Alliance grant for fiscal year 2020 in the amount of:

DEDR	\$ 63,915.00
Cash Match	\$ 15,978.75
In-Kind	\$ 47,936.25

2. The Neptune Township Committee acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Nicholas Williams, Mayor

CERTIFICATION

I, Richard J. Cuttrell, Municipal Clerk of the Township of Neptune, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Neptune Township Committee on this 26th day of November, 2018.

Richard J. Cuttrell, Municipal Clerk

RESOLUTION #18-394 - 11/26/18

AUTHORIZE THE PURCHASE OF A TRAILER MOUNTED PUMP THROUGH
THE HOUSTON-GALVESTON AREA COUNCIL PURCHASING PROGRAM

WHEREAS, the Township desires to authorize the purchase of a Goodwin Model CD150M Dri-Prime diesel mounted trailer for the sewer utility through the Houston-Galveston Area Council Purchasing Program; and,

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Laws, N.J.S. 40A:11-12; and,

WHEREAS, the Township of Neptune, is authorized pursuant to N.J.S.A. 52:34-6.2(b)(3) to use procurement methods by entering into a nationally recognized cooperative agreement; and;

WHEREAS, the Houston-Galveston Area Council has a nationally recognized cooperative agreement and has awarded Contract No. CM02-17 to Xylem Dewatering Systems, Inc. for this equipment; and,

WHEREAS, the Purchasing Agent and Chief Financial Officer recommends the utilization of this contract on the grounds that the price reflects a substantial savings; and,

WHEREAS, the cost to purchase this equipment shall not exceed \$57,262.04; and,

WHEREAS, funds for this purpose are available in the 2018 municipal budget in the appropriation entitled Sewer Utility and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township of Neptune Committee of the Township of Neptune that the purchase of a Goodwin Model CD150M Dri-Prime diesel mounted trailer for the sewer utility be and is hereby authorized through the Houston-Galveston Area Council Purchasing Program at an amount not to exceed \$57,262.04; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Chief Financial Officer, Assistant C.F.O., Public Works Director, and Auditor.

RESOLUTION #18-395 - 11/26/18

AUTHORIZE THE EXECUTION OF A CONDITIONAL DESIGNATION AND INTERIM COST AGREEMENT WITH OG NORTH END DEVELOPMENT, LLC, INCLUDING PROVISIONS FOR A DEPOSIT OF PROJECT FUNDS TO DEFRAY COSTS INCURRED BY THE TOWNSHIP OF NEPTUNE IN CONNECTION WITH THE NEGOTIATION OF A REDEVELOPMENT AGREEMENT, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, ET SEQ.

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas designated as areas in need of redevelopment or as areas in need of rehabilitation; and

WHEREAS, the Township desires that the land located in an area which has been determined to be an area in need of redevelopment in accordance with the Act (the "Redevelopment Area"), currently designated on the Tax Map of the Township of Neptune as Block 101, Lots 3 and 4 and a portion of Lot 2 that is more commonly known as 2 Boardwalk, more commonly known collectively as the "North End" (referred to herein as the "Project Site"), be redeveloped in accordance with the Ocean Grove North End Redevelopment Plan, as same may have been amended from time to time (the "Redevelopment Plan"); and

WHEREAS, the Project Site, which comprises approximately three (3) acres, is owned by the Ocean Grove Camp Meeting Association ("CMA"); and

WHEREAS, on or about May 17, 2018, OGNED submitted to the Township a Pre-Submission Form seeking to be designated as the Redeveloper of the Project Site; and

WHEREAS, in November 2018, OGNED submitted an updated Pre-Submission Form, a copy of which is attached hereto, outlining its intention to redevelop the Project Site, together with a set of preliminary plans which were also submitted to the Township's Historic Preservation Commission for review in accordance with the Redevelopment Plan; and

WHEREAS, OGNED is a joint venture entity which is comprised of MB2 Ocean Grove, LLC ("MB2"), a wholly owned affiliate of MB1 Capital Partners, and Wesley Atlantic Village Enterprises, LLC ("WAVE"); and

WHEREAS, OGNED is the Optionee pursuant to an Option Agreement for the Long Term Lease of the Project Site with CMA, dated May 2, 2018 (the "Option Agreement"); and

WHEREAS, the Option Agreement provides OGNED with the option to enter into a long term lease for the Project Site in order for OGNED to redevelop the Project Site, subject to the Township's approval, which option is currently to be exercised by May 1, 2019; and

WHEREAS, upon the exercise of said option, OGNED and CMA will enter into a separate Ground Lease Agreement containing all of the terms and provisions for OGNED's long term lease of the Project Site; and

WHEREAS, the Proposal, as that term is defined below, calls for the implementation of a mixed use redevelopment project including a hotel, thirty-six (36) 2-bedroom and three (3) 3-bedroom condominiums at market rate, ten (10) 3-bedroom single family residences at market rate, 9,000 sq. ft. of retail, twenty (20) surface parking spaces, and a one hundred and forty - four (144) parking space subterranean parking structure, and the creation of certain public open space such as a promenade along Wesley Lake as well as view corridors along Spray Avenue through to Wesley Lake, all in accordance with, inter alia, the Redevelopment Plan and as further depicted in the draft concept plan dated as of November 8, 2018 (the "Concept Plan"), all attached hereto; and

WHEREAS, the Pre-Submission Forms and the Concept Plan collectively comprise the "Proposal"; and

WHEREAS, it is anticipated that the implementation of the Proposed Project would generate at least forty (40) jobs as well as one hundred (100) construction jobs for the construction of the structures; and

WHEREAS, the Township's Redevelopment Committee has vetted the details comprising the Proposal and has met with OGNED on several occasions to further discuss the Proposal and the implementation of the Redevelopment Plan, generally; and

WHEREAS, the Township has determined that OGNED possesses the necessary experience and qualifications to take the steps necessary in order to implement the Proposal and further, that the Proposal is in the best interest of the community; and

WHEREAS, the Township and OGNED desire to negotiate a Redevelopment Agreement in order for OGNED to implement the Proposal, subject to the provisions herein and further negotiations with the Township; and

WHEREAS, the Township requires that OGNED pay the reasonable costs and fees incurred by the Township associated with the review of the Proposal, the drafting and negotiation of a Redevelopment Agreement (a "Redevelopment Agreement"), and all other costs and fees related to this matter prior to the execution of any such Redevelopment Agreement, should a Redevelopment Agreement ultimately be executed, or the determination by the Township that such a Redevelopment Agreement cannot be executed, should that result occur; and

WHEREAS, the Township, by Resolution #08-292 adopted on June 9, 2008, designated WAVE and CMA as co-redevelopers of the Project Site; however, CMA no longer desires to be designated as a co-redeveloper of the Project Site and therefore, the Township wishes to vacate the designation set forth in Resolution #08-292.

NOW, THEREFORE, it is hereby resolved by the Township Committee of Neptune as follows:

1. The Mayor is hereby authorized and directed to execute a Conditional Designation and Interim Cost Agreement between the Township of Neptune and OG North End Development, LLC in substantially the form attached hereto as **Attachment A**.

2. The Business Administrator and Staff of the Township of Neptune are hereby authorized and directed to take all actions as shall be deemed necessary or desirable to implement this Resolution.
3. The designation of WAVE and CMA as co-redevelopers of the Project Site, as set forth in Resolution #08-292, is hereby vacated without the necessity of any further action.
4. This Resolution shall be effective immediately.

I hereby certify that the foregoing Resolution was adopted by the Township Committee of the Township of Neptune at a Regular Meeting held on November 26, 2018.

Richard J. Cuttrell, Municipal Clerk

Attachment A (to Resolution)
Form of Conditional Designation and Interim Cost Agreement

CONDITIONAL DESIGNATION AND INTERIM COST AGREEMENT
BY AND BETWEEN THE TOWNSHIP OF NEPTUNE AND
OG NORTH END DEVELOPMENT, LLC

THIS CONDITIONAL DESIGNATION AND INTERIM COST AGREEMENT
dated as of _____, 2018, by and between the **TOWNSHIP OF NEPTUNE**,
(the "Township"), having offices at 25 Neptune Boulevard, Neptune, New Jersey 07753, acting
pursuant to the provisions of the Local Redevelopment and Housing Law, and **OG NORTH**
END DEVELOPMENT, LLC, a New Jersey limited liability corporation with offices at 801
Main Street, Belmar, New Jersey 07719 ("OGNED") (this "Agreement").

WITNESSETH

WHEREAS (#1), the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et
seq., as amended and supplemented (the "Act"), provides a process for municipalities to
participate in the redevelopment and improvement of areas designated as areas in need of
redevelopment or as areas in need of rehabilitation; and

WHEREAS (#2), the Township desires that the land located in an area which has been
determined to be an area in need of redevelopment in accordance with the Act (the
"Redevelopment Area"), currently designated on the Tax Map of the Township of Neptune as
Block 101, Lots 3 and 4 and a portion of Lot 2 that is more commonly known as 2 Boardwalk, as
same is set forth on the draft survey dated July 22, 2015 and prepared by Gallas Surveying
Group, a copy of which is attached hereto as **Exhibit A**, more commonly known collectively as
the "North End" (referred to herein as the "Project Site"), be redeveloped in accordance with the
Ocean Grove North End Redevelopment Plan, as same may have been amended from time to
time (the "Redevelopment Plan"); and

WHEREAS (#3), the Project Site, which comprises approximately three (3) acres, is
owned by the Ocean Grove Camp Meeting Association ("CMA"); and

WHEREAS (#4), on or about May 17, 2018, OGNED submitted to the Township a Pre-Submission Form seeking to be designated as the Redeveloper of the Project Site; and

WHEREAS (#5), in November 2018, OGNED submitted an updated Pre-Submission Form, a copy of which is attached hereto as **Exhibit B**, outlining its intention to redevelop the Project Site, together with a set of preliminary plans which were also submitted to the Township's Historic Preservation Commission for review in accordance with the Redevelopment Plan; and

WHEREAS (#6), OGNED is a joint venture entity which is comprised of MB2 Ocean Grove, LLC ("MB2"), a wholly owned affiliate of MB1 Capital Partners, and Wesley Atlantic Village Enterprises, LLC ("WAVE"); and

WHEREAS (#7), OGNED is the Optionee pursuant to an Option Agreement for the Long Term Lease of the Project Site with CMA, dated May 2, 2018 (the "Option Agreement"); and

WHEREAS (#8), the Option Agreement provides OGNED with the option to enter into a long term lease for the Project Site in order for OGNED to redevelop the Project Site, subject to the Township's approval, which option is currently to be exercised by May 1, 2019; and

WHEREAS (#9), upon the exercise of said option, OGNED and CMA will enter into a separate Ground Lease Agreement containing all of the terms and provisions for OGNED's long term lease of the Project Site; and

WHEREAS (#10), the Proposal, as that term is defined below, calls for the implementation of a mixed use redevelopment project including a hotel, thirty-six (36) 2-bedroom and three (3) 3-bedroom condominiums at market rate, ten (10) 3-bedroom single family residences at market rate, 9,000 sq. ft. of retail, twenty (20) surface parking spaces, and one hundred and forty -four (144) parking space subterranean parking structure, and the creation of certain public open space such as a promenade along Wesley Lake as well as view corridors

along Spray Avenue through to Wesley Lake, all in accordance with, *inter alia*, the Redevelopment Plan and as further depicted in the draft concept plan dated as of November 8, 2018, a copy of which is attached hereto as **Exhibit C** (the “Concept Plan”); and

WHEREAS (#11), the Pre-Submission Forms and the Concept Plan are collectively referred to herein as the “Proposal”; and

WHEREAS (#12), it is anticipated that the implementation of the Proposed Project would generate at least forty (40) jobs as well as one hundred (100) construction jobs for the construction of the structures; and

WHEREAS (#13), the Township’s Redevelopment Committee has vetted the details comprising the Proposal and has met with OGNED on several occasions to further discuss the Proposal and the implementation of the Redevelopment Plan, generally; and

WHEREAS (#14), the Township’s Chief Financial Officer has obtained and reviewed certain financial information from OGNED as well as the entities which comprise OGNED and has determined that OGNED possesses the financial strength and capability to finance and/or obtain such financing as may be necessary to fully implement the Proposal in accordance with, *inter alia*, the Redevelopment Plan and as such, that the conditional designation set forth herein is justifiable; and

WHEREAS (#15), the Township and OGNED desire to negotiate a Redevelopment Agreement in order for OGNED to implement the Proposal in accordance with the Redevelopment Plan, subject to the provisions herein and further review by the Township; and

WHEREAS (#16), the Township shall, during the Interim Period, as that term is defined herein, negotiate exclusively with OGNED with regard to the Proposal for the redevelopment of the Project Site; and

WHEREAS (#17), the Township requires that OGNED pay the reasonable costs and fees incurred by the Township associated with the review of the Pre-Submission Forms and the

Concept Plan, the drafting and negotiation of a Redevelopment Agreement (a "Redevelopment Agreement"), and all other costs and fees related to this matter prior to the execution of any such Redevelopment Agreement, should a Redevelopment Agreement ultimately be executed, or the determination by the Township that such a Redevelopment Agreement cannot be executed, should that result occur; and

WHEREAS (#18), the Township, by Resolution #08-292 adopted on June 9, 2008, designated WAVE and CMA as co-redevelopers of the Project Site; however, CMA no longer desires to be designated as a co-redeveloper of the Project Site.

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements set forth herein, the parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

1. **Conditional Designation**. Upon the complete execution of this Agreement, OGNED shall be designated as the Conditional Redeveloper of the Project Site, on the express and absolute condition that the parties shall successfully negotiate all the issues identified herein and other such related issues and execute a Redevelopment Agreement, within the time frame set forth herein. In the event that the parties are unable to reach agreement on the terms of such a Redevelopment Agreement, then this Agreement shall be terminated and the designation of OGNED as the Conditional Redeveloper of the Project Site set forth herein shall be automatically terminated without the necessity for any further action, subject to the provisions herein.

2. **Interim Period**. The "Interim Period" shall be the one hundred and eighty (180) day period that commences on the date of the full execution of this Agreement; provided however, that if at any time during the Interim Period it is determined that a Redevelopment Agreement cannot be successfully negotiated and executed for any reason, then this Agreement may be terminated in writing by either party, subject to the provisions herein. During the Interim Period,

the Township agrees to negotiate exclusively with OGNED toward the preparation and execution of a Redevelopment Agreement providing for the completion of the redevelopment project which shall include all the project details, terms and conditions, schedules, and financial arrangements between the Township and OGNED with respect to the redevelopment of the Project Site. In the event that this Agreement is terminated for any reason, then neither the Township nor the Conditional Redeveloper shall be bound by any further obligations hereunder to the other, except as same may exist under **Paragraph 3** pertaining to the Payment of Interim Costs.

3. **Payment of Interim Costs.** OGNED shall pay or reimburse the Township, as applicable, all reasonable costs and fees incurred by the Township associated with any issues or tasks related to or arising out of the designation of OGNED as the Conditional Redeveloper of the Project Site, the consideration and review of the Proposal and the details comprising same, and any additional information submitted or to be submitted by OGNED or by any entity so directed by OGNED, the undertaking of any compliance reviews, the drafting and negotiation of this Agreement and any Redevelopment Agreement and all such related documents, and all other costs, fees and expenses incurred by the Township in connection with the redevelopment of the Project Site which have been incurred by the Township since or about May 17, 2018, the date which OGNED submitted the initial Pre-Submission Form, and which shall continue to be incurred prior to the execution of any Redevelopment Agreement or the determination that such a Redevelopment Agreement cannot be executed, should that result occur, as well as any such other costs and fees incurred by the Township at any time as may be expressly enumerated in the Redevelopment Plan.

A. **Definition of Interim Costs:** The term "Interim Costs" shall include, but not be limited to, all costs and fees incurred by the Township in connection with, related to or arising out of the following: the designation of OGNED as the Conditional Redeveloper of the Project Site; the consideration and review of the Pre-Submission Forms and the Concept Plan and any

additional information submitted or to be submitted; the undertaking of any compliance reviews; the drafting and negotiation of this Agreement and any Redevelopment Agreement and all such related documents; the review of any future revised or updated proposal(s) that may be submitted; any time expended by any staff of the Township (“Staff Time”); professional fees charged by any legal, engineering or financial consultant, planner, contractor or vendor or other such professional retained by the Township in connection with same; and any such other costs and fees incurred by the Township at any time as may be enumerated in the Redevelopment Plan. OGNED shall be responsible for the reimbursement of the Township as set forth herein, even if a Redevelopment Agreement pertaining to the Project Site between the Township and OGNED is not executed for any reason. OGNED further agrees that in the event the parties continue negotiations following the expiration of the Interim Period, which such continuation may occur without formal agreement or amendment of this Agreement, then all Interim Costs incurred by the Township shall be included in the definition of “Interim Costs” and shall be reimbursed by OGNED in the same manner as Interim Costs. Notwithstanding anything contained in this **Paragraph 3A** to the contrary, Staff Time shall be charged at the then prevailing hourly rate of the staff person assigned to the matter.

B. Deposit of Project Funds: Within ten business (10) days from the full execution of this Agreement, OGNED shall pay Fifty Thousand Dollars (\$50,000.00) (“Project Funds”) to the Township to be maintained in a separate account by the Township and to be drawn down upon by the Township to cover Interim Costs. The Township shall provide OGNED with invoice(s) setting forth the fees and costs incurred by the Township which have been drawn down from the Project Funds. Within thirty (30) days of the receipt by OGNED of written notice from the Township that the amount of Project Funds has decreased to Five Thousand Dollars (\$5,000.00) or less, OGNED shall promptly replenish the Project Funds to the amount of \$50,000.00. If at any time the Interim Costs exceed the amount of the Project Funds, OGNED

agrees to pay such costs within thirty (30) days written notice from the Township stating that such costs are due.

C. **Termination:** Subject to the terms herein, in the event that a Redevelopment Agreement is not ultimately executed and this Agreement is terminated, the Township shall draw down upon the Project Funds in order to pay all invoices for Interim Costs incurred up to and through the date of such termination. Within thirty (30) days from the date of termination, the Township shall return any remaining Project Funds to OGNED. In the event that a Redevelopment Agreement is ultimately executed, the Project Funds shall remain on deposit with the Township to cover any additional Interim Costs incurred by the Township and to cover any costs and fees incurred by the Township pursuant to the Redevelopment Agreement, which shall contain a provision providing for the payment of such costs.

4. **Scope.** The parties have had preliminary discussions regarding the scope of the project to be covered by the Redevelopment Agreement. The parties agree that the description set forth in the Proposal shall provide the basis for the commencement of the negotiations for the Redevelopment Agreement, subject to the provisions herein. The parties further agree that the parties are not bound by the description of the project set forth in the Proposal, nor does the Proposal contain an exhaustive list of all terms, conditions and obligations to be included in a Redevelopment Agreement. The continuing negotiations between the parties shall address a number of issues to refine the description of the project set forth in the Proposal and the overall scope of the Redevelopment Agreement, including, but not limited to, the following:

- (i) any phasing of the redevelopment of the Project Site;
- (ii) the number and types of residential units overall to be built and the bedroom mix of same;
- (iii) the number and type (i.e. moderate or low income) of Affordable Housing Units to be built, if any;

(iv) whether the residential units will be for sale or rental or both and if both, then the percentage of the overall units of each;

(v) type, square footage and location of the retail component;

(vi) design of the hotel and the number of rooms therein;

(vii) hotel operations;

(viii) inclusion of a swimming pool and/or health club within the Project Site;

(ix) height, stepbacks and setbacks of each structure;

(x) traffic impact study and traffic circulation, generally;

(xi) parking, including the dimensions and implementation of a subterranean parking structure;

(xii) amenities to be incorporated within the Project Site, including but not limited to boat docks;

(xiii) public open space and improvements to be implemented thereupon;

(xiv) other community benefits/contributions;

(xv) streetscaping, landscaping, lighting and signage;

(xvi) security measures, including but not limited to the implementation of public safety communication;

(xvii) architecture and design/façade of each structure within the Project Site;

(xviii) historic preservation components;

(xix) sustainability and green features/initiatives, stormwater management, including but not limited to drainage improvements, and LEED components to be incorporated;

(xx) Boardwalk improvements, including but not limited to the implementation of a gateway feature thereupon;

(xxi) improvements of the Pavilion, if any;

(xxii) implementation of a promenade along Wesley Lake;

- (xxiii) reconstruction of the Wesley Lake retaining wall;
- (xxiv) pedestrian access to and around the Project Site as well as a pedestrian bridge to the Pavilion;
- (xxv) preservation of view corridors along Spray Avenue through to Wesley Lake;
- (xxvi) any existing easements that may need to be revised or terminated, or new easements that may need to be created, as may be applicable;
- (xxvii) environmental remediation of the parcels comprising the Project Site, if any;
- (xxviii) ongoing maintenance of common areas within the Project Site;
- (xxix) emergency ingress and egress to and from the Project Site;
- (xxx) project schedule;
- (xxxi) financial guarantees, if any;
- (xxxii) reimbursement to the Township by the Redeveloper of Redeveloper's proportional share of costs for any studies, plans, reports, or analyses prepared by or for the Township, in accordance with the Redevelopment Plan;
- (xxxiii) formation of condominium association, any subsequent agreements related to same and future deeds to be recorded; and
- (xxxiv) compliance with the Redevelopment Plan, all as may be applicable.

5. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

[Remainder of this Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

OG NORTH END DEVELOPMENT, LLC

Attest:

By:

Name:

Title:

TOWNSHIP OF NEPTUNE

Attest:

By:

Nicholas Williams
Mayor, Township of Neptune

[Signature Page for Interim Cost Agreement]

**EXHIBIT A (to Interim Cost Agreement)
DRAFT SURVEY**

**EXHIBIT B (to Interim Cost Agreement)
PRE-SUBMISSION FORM, DATED NOVEMBER 13, 2018**

NEPTUNE TOWNSHIP REDEVELOPMENT PRE-SUBMISSION FORM REVISED 11-13-18

REQUEST FOR DESIGNATION AS REDEVELOPER

All Applicants to Neptune Township (the "Township") for designation as a Redeveloper must complete the following form in its entirety and submit one (1) original plus six (6) copies and one (1) electronic copy via CD-ROM of the form including full sets of any and all required attachments, exhibits, site plans, drawings, disclosure forms, or other such documentation as may be required, to the Neptune Township Business Administrator, Vito Gadaleta, RMC, QPA, NJCEM, 25 Neptune Boulevard, Neptune, New Jersey 07753. The Township retains the right to reject any application or part thereof for any reason, in its sole discretion. All submissions made to the Township shall become property of the Township and shall not be returned to the Applicant. Applicants shall submit applications at their sole cost and expense.

I. APPLICANT INFORMATION

Name: OG North End Development, LLC

Address: (No P.O. Boxes) 801 Main Street, Belmar NJ 07719

Telephone: ~~908-618-3080 (Joel)~~ 732-558-0546(BIH)

Fax: 732-~~555-5264~~

Email: JSBrudner@MB1Capital.com Bill@GannonBuilding.com

If the Applicant is a Corporation, LLC, or LLP, the names of all shareholders with an interest of ten percent (10%) or greater must be disclosed and attached hereto as **Exhibit A**, as applicable.

Also, provide a list of any judgments, liens on property, bankruptcies or other relevant materials and information regarding the Applicant and its financial qualifications. The Township reserves the right to conduct a background check of Applicant.

II. SUBJECT PROPERTY / SITE INFORMATION

- A. Site Identification. (If the Project Site consists of more than one property, please provide full descriptions of each property on separate sheets of paper.)

Block: 101 Lot: 3 Address: Spray Avenue

Block: 101 Lot: 4 Address: _____

Block: 101 Lot: Part of 2 Address: _____

Block: _____ Lot: _____ Address: _____

- B. Site Dimensions: 134,633 s.f. Area (sq. ft.): 3.077 acres

C. Redevelopment Area: Ocean Grove North End

D. Description of any existing structure(s): Remains of in ground swimming pool

E. Description of current use and indication whether a Relocation Plan will be necessary:

Vacant – No Relocation Plan Necessary

F. Description of any easements or encumbrances upon the Project Site:

30' foot wide access easement thru property for Pavilion owner. October 16, 1992 Book OR-8690 P8228. Neptune access agreement August 28, 1999 DB 5804, P109

III. RELATIONSHIP OF APPLICANT TO THE PROJECT SITE

Owner: Ocean Grove Camp Meeting Association

If the Owner is an entity, the names of all shareholders with an interest of ten percent (10%) or greater must be disclosed and attached hereto as **Exhibit A**.

Contract Purchaser: OG North End Development, LLC

Other (please specify): _____

IV. APPLICANT PROFESSIONALS (as applicable)

A. **Corporate Attorney:** David Messer Esq.

Address: 1500 Allaire Ave., Suite 101 Ocean NJ 07712

Telephone: 732-508-3300 Fax: 732-660-7195

Email: David@MesserLawFirm.com

B. **Land Use Attorney:** Jennifer Krimko Esq.

Address: 1500 Lawrence Ave, Suite 101 Ocean NJ 07712

Telephone: 732-643-5284 Fax: 732-992-6161

Email: JSK@AnsellGrimm.com

C. **Architect:** Shore Point Architecture, P.A.

Address: 108 S Main St. Ocean Grove NJ 07756

Telephone: 732-774-6900 Fax: _____

Email: SJC@ShorePointArch.com

D. **Engineer:** In-Site

Address: 1913 Atlantic Avenue, Wall NJ 08736

Telephone: 732-531-7100 Fax: 732-531-7344

Email: Jason@InSiteEng.net

E. **Planner:** Jason Fitchter PE, PP, CFM, CME

Address: 1913 Atlantic Avenue, Wall NJ 08736

Telephone: 732-531-7100 Fax: 732-531-7344

Email: Jason@InSiteEng.net

V. DESCRIPTION OF PROPOSED PROJECT

A. Proposed Use(s): Hotel, Condominium, Single Family, Retail, Garage see plan 11-8-18

B. Proposed Setbacks: See Proposed Site Plan / Elevations / Floor Plans dated 11-8-18
Front _____ Side 1 _____ Side 2 _____ Rear Yard _____

C. Proposed Building(s): See Site Plan

Bldg. Ht. (feet)	<u>65</u>	Bldg. Ht. (stories)	<u>5</u>
Bldg. Ht. (feet)	<u>48</u>	Bldg. Ht. (stories)	<u>4</u>
Bldg. Ht. (feet)	<u>35</u>	Bldg. Ht. (stories)	<u>2.5</u>

D. Proposed Lot Coverage: 89%

E. Proposed Number/Type of Residential Units and Unit Size Characteristics (i.e. # of bedrooms):

Market Rate: 36 (2) Bedroom Condo, 10 (3) Bedroom Homes,

3 (3) Bedroom Homes Affordable: _____

Low Income: _____

For Sale X Rental _____

F. Proposed Commercial / Office Area (sq. ft.): _____

G. Proposed Commercial / Retail Area (sq. ft.): 9000+/- sq ft.

H. Accessory Parking (# spaces and location): 144 – subterranean, 20 surface

- I. Public Parking (# spaces): _____
- J. Proposed Schedule for Construction / Completion: _____
- K. Landscaping/Streetscaping: _____ See Site Plan
- L. Stormwater Management: _____ Yes
- M. Green Initiatives: _____ Yes

VI. PUBLIC BENEFITS AND AMENITIES

A. Open Space: Promenade along Wesley Lake. View corridors along Spray Avenue through to Wesley Lake. Proposed Public Access to Wesley Lake. Spray Avenue set back in front of Hotel.

B. Public Space: _____ Same as A

C. Jobs Created: _____ 100 during construction / 40 full + part time post C.O.

D. Other: _____

VII. REQUIRED SUBMISSIONS

1. Description of Applicant Qualifications
 - a. List of prior experience
 - b. References
 - c. Description of project team members and qualifications
 - d. Demonstration of financial qualifications
2. Description of Project[Note: Applicant should review the Redevelopment Plan and any additional guidance on the content of relevant materials and information regarding the proposed project to be submitted.]
 - a. Use
 - b. Building number and size
 - c. Parking Spaces and location

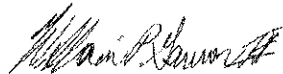
- d. Estimated number of residents and employees/generation of jobs
 - e. Public benefits and amenities, such as open space
 - f. Description of any green infrastructure and LEED components
 - g. Method for addressing any affordable housing requirements
 - h. Proposed method of financing
3. Project Site Survey[Note: Showing spot elevations/utilities]
4. Architectural Plans and Drawings
- a. Site Plan
 - b. Elevations
 - c. Location map within Redevelopment Area
5. Proposed Schedule for Construction [Note: Commencement and Completion]
6. Description of any proposed amendments to the Redevelopment Plan and the reasons therefore.[Please note that designation of an Applicant as a redeveloper shall not be deemed to be an approval of any requested amendments to a Redevelopment Plan].

IX. I (we) hereby submit this Pre-Submission Form and represent that all information contained herein is accurate to the best of our information.



OG North End Development LLC, Member
TITLE

Date: May 17, 2018



Revised: November 13, 2018

EXHIBIT A

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: **OG North End Development, LLC**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: William P. Gannon II	Name: Paul R. Gannon
Home Address: 25 Ocean Ave, Ocean Grove NJ 07756	Home Address: 302 Grassmere Avenue, Interlaken NJ 07712
Name: Joel S. Brudner	Name: Christopher T. McCallion
Home Address: 16 East Texas Avenue Long Beach Township, NJ 08008	Home Address: 403 ½ Osprey Point Drive Brielle, NJ 08730
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this day of _____, 2____.	
(Notary Public) My Commission expires:	_____ (Affiant) (Print name & title of affiant) (Corporate Seal)

**EXHIBIT C (to Interim Cost Agreement)
DRAFT CONCEPT PLAN**

DESIGN CONCEPT STATEMENT

OCEAN GROVE NORTH END DEVELOPMENT (OGNED)

The OGNED Concept Plan was carefully designed to be consistent with the intent of Neptune Township's "Redevelopment Plan Ocean Grove North End" (NERP) adopted March 24, 2008. The NERP Objectives state "The overall goal of the North End Redevelopment Plan is the redevelopment of the site into a year round , mixed use community with a hotel and a combination of residential and commercial uses, including restaurants and public spaces and amenities."

PROPOSED OGNED CONCEPT COMPONENTS :

OGNED PLAN	NEPTUNE REDEVELOPMENT PLAN (NERP)
Hotel- 40 Room Boutique	Hotel - 80 Room (Max)
Single Family Detached Homes- 10	Single Family - 7 (Min)
Condominium Units- 39	Condominium Units 78 (Max)
8,400 +- sq ft. Boardwalk Retail	Boardwalk Retail Permitted
Parking 144+- /Subterranean/20 Surface *Meets or exceeds RSIS/CAFRA Requirements	*RSIS & CAFRA Requirements
Lakefront Promenade/East-West View *Setbacks10'-30'/ North-South View Corridor	Open Public Space/View Corridors/ *Required Setbacks.

These components are located according to the the Land Use Plan (page 5) and the Core Design Concept (page 8) of the NERP. The OGNED components are situated within the areas designated by the NERP and do not require any statutory amendments. The Hotel and Boardwalk retail components are located within the historic footprints of the prior hotel and Boardwalk retail.

The Architectural style and massing are based on the NERP specifications as well as the past historical location and massing. OGNEDs proposed density is approximately half of what is permitted by the NERP. This reduced density site plan implements an aesthetically pleasing cadence allowing for additional open areas , eastern ocean views, north/ south view corridors as well as increased public access and amenities.

The Seashore Vernacular style, featuring elements of Victorian Queen Anne and Stick Style, are consistent with the HPC guidelines as well as the Historic District of Ocean Grove. The elevations facing south towards Ocean Grove consist of 10 single family detached victorian homes as well as the iconic Hotel reminiscent of the original

south facing North End Hotel. The east elevation consists of the hotel and boardwalk retail component, replicating the use from 1910 to 1980. The north elevation, visible from Asbury Park, contains the Condominium units in two separate structures, allowing for appropriate massing , style and a view corridor accessing the lake front promenade. The mid site corridor as well as the development of the promenade ,lake wall and boardwalk will greatly increase access to both Wesley Lake and the Atlantic Ocean for the public. The North End will once again become a vibrant, aesthetically pleasing year round residential neighborhood and tourist destination .

NEW JERSEY)
) ss:
COUNTY OF MONMOUTH)

I CERTIFY that on _____, 2018, _____
personally came before me, and this person acknowledged under oath, to my satisfaction, that
this person, _____, is the _____ of OG North End Development, LLC, a
New Jersey limited liability corporation, which is the company named in this document; and
signed and delivered this document as his/her act and deed on behalf of the said corporation.

Name:

Signed and sworn to before me

on _____, 2018

Notary Public

STATE OF NEW JERSEY)

) ss:

COUNTY OF MONMOUTH)

I CERTIFY that on _____, 2018,
_____, personally came before me, and this person
acknowledged under oath, to my satisfaction, that:

(a) this person is the _____ of the Township of Neptune, named in this
document;

(b) this person is the attesting witness to the signing of this document by the proper
Township of Neptune official who is Nicholas Williams, Mayor;

(c) this document was signed and delivered by the Township of Neptune as its
voluntary act duly authorized by a proper resolution of the Township Committee of the
Township of Neptune; and

(d) this person signed this proof to attest to the truth of these facts.

Name:

Signed and sworn to before me

on _____, 2018

Notary Public

RESOLUTION #18-396 – 11/26/18

ADOPT SIDE BAR AGREEMENT BETWEEN NEPTUNE TOWNSHIP AND NEW JERSEY
STATE PBA LOCAL 74 NEPTUNE TOWNSHIP UNIT

WHEREAS, the Township of Neptune ("TOWNSHIP") wishes to enter into a Side Bar Agreement with New Jersey State PBA Local 74 Neptune Township Unit ("PBA") to the collective negotiations agreement ("CNA") with a term of January 1, 2017 to December 31, 2020, establishing a twelve (12) hour schedule and parameters for the distribution of overtime; and

WHEREAS, Township and PBA has executed a Side Bar Agreement regarding schedule change and overtime distribution as evidenced by the attached Exhibit "A," which is attached hereto and incorporated herein by reference; and

WHEREAS, the Township possesses the authority to enter into an Agreement with PBA; and

WHEREAS, the Township finds that it is in its best interest to enter into an Agreement with PBA,

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Neptune as follows:

1. The Township accepts the Side Bar Agreement regarding the PBA, which is attached hereto as Exhibit "A."
2. Accordingly, the Township shall execute same.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Police Committee, Chief of Police, PBA Local #74, Business Administrator, Chief Financial Officer, and Human Resources Director.

SIDE BAR AGREEMENT

This Agreement is made by and between the Township of Neptune (“Township”) and Policemen’s Benevolent Association Local 74 (herein “PBA”) on this ____ day of November, 2018.

WHEREAS, the Township and the PBA are parties to a collective negotiations agreement (“CNA”) with a term of January 1, 2017 to December 31, 2020; and

WHEREAS, the Township and the PBA have met to discuss implementing a new work schedule and overtime procedure and have memorialized those terms in this side bar agreement; and

WHEREAS, the PBA has filed several grievances concerning the fair and equitable distribution of overtime; and

WHEREAS, two grievances have been advanced to arbitration; and

WHEREAS, the parties seek to resolve those grievances without the cost and expense of arbitration;

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings herein set forth the parties agree as follows:

1. **SCHEDULE**

A. Officers not assigned to patrol shall work their current schedule.

B. The schedule for patrol officers is as follows:

i. The workday shall consist of 12 hours on-duty with a rotation of 2 consecutive days on duty followed by 2 consecutive days off duty, 3 consecutive days on duty followed by 2 consecutive days off duty, and 2 consecutive days on duty followed by 3 consecutive days off duty (“Pitman schedule”). There shall be two (2) shifts with the hours

being: 0700-1900 (Days) and 1900 to 0700 (Midnights). To staff these shifts, there shall be 2 Platoons of 2 squads each.

ii. Bidding for shifts shall take place once per calendar year in November for the upcoming calendar year. Members with more than three (3) years of experience as of January 1 of the year to be scheduled shall select their shifts by seniority for the calendar year. However, if after bidding is completed and an officer voluntarily transfers back to Patrol from a non-patrol assignment, he shall be placed in a platoon and shift at the Chief's discretion. That officer shall not displace an officer who was granted a bid for that year. If an officer is involuntarily returned to Patrol, he shall be allowed to bump the least senior officer assigned to Patrol, at his option. The Chief shall reserve an equal number of slots within each squad to be filled on a rotating basis by members having less than three (3) years of experience.

iii. If manpower allows, the parties agree that they will meet to discuss implementing a 10-hour or 11-hour Pitman schedule. The Police Oversight Committee ("POC") must agree to said change.

iv. As a result of the change in schedule, PBA unit members will work an additional one hundred and four (104) hours in a calendar year compared to the prior eight (8) hour per day work schedule. The additional time will be returned to officers in the form of "Kelly time" which may be used as leave time upon request and subject to the approval of the Chief based on current staffing requirements. Kelly time has no cash value and cannot be substituted for additional monetary compensation. PBA unit members may roll over and accumulate a maximum of twenty-four (24) Kelly time hours each year. Unused Kelly time over and above that twenty-four (24) hour cap will be lost.

v. The Pitman schedule shall be implemented not later than January 1, 2019. It shall continue as a pilot program on an 18-month trial basis. After the initial 12-months, the parties shall conduct a review of the schedule's impact on the department. The review shall be concluded by the time the 18-month period expires. At the expiration of the eighteen-month period, either the PBA or the Township may seek to revert back to the schedule that was in effect prior to the implementation of the Pitman schedule. The party seeking to revert back must prove that it has justification to do so and that the justification is caused by the schedule. Justification may include but is not limited to increased overtime and/or sick time. The Police Oversight Committee is designated as hearing officer to decide reversion justification. If the Police Oversight Committee is unable or unwilling to hear the case, then a mutually agreed upon Arbitrator shall be selected, and if that fails, an Arbitrator shall be selected through the offices of the Public Employment Relations Commission. The Pitman schedule shall remain in effect during the pendency of the arbitration process.

vi. All contractual leave time for officers on the "Pitman" schedule is to be converted to hours based on an 8-hour day, except for Personal and Bereavement days. Members shall be granted 3 Personal and 3 Bereavement days based on the 12-hour schedule day-for-day for a total of thirty-six (36) hours in each category. Members may use up to twelve (12) hours of Kelly Time per year in the same manner as Personal time if they are out of Personal time for the year. Bereavement days must be taken continuous to one another in order to be used. Personal and vacation time can be taken in full or ½ day increments. PBA time off under Article V sections 1, 2, 3 and 4 of the CNA shall be converted based on a 12 hour day (day-for-day) basis. PBA time granted under Article V, Section 5 shall be converted to hours based on an 8-hour day, and may be taken in hourly increments.

vii. Holiday pay pursuant to Article X of the CNA shall be converted to hours based on an 8-hour day. Nothing in this agreement shall change the amount of holiday pay received by any officer.

ix. Except as provided herein and under emergency circumstances, officers may not work more than 16 hours in a 24-hour period. The 24-hour period commences at the start of the officer's regular shift. An officer may work more than 16 hours in a 24-hour period on the last day of his tour at the discretion of the Chief or his designee.

2. OVERTIME

The procedure for assigning overtime shall be as follows:

A. Overtime shall be assigned in a fair and equitable manner among all members of the PBA negotiations unit.

B. The Department shall maintain an overtime list based on seniority.

C. All overtime, whether regular overtime, call-in or special assignment, outside of an officer's regularly scheduled tour of duty shall first be offered by seniority within the specific division or bureau. Such assignments shall rotate equitably by seniority to ensure the fair and equitable distribution of overtime hours. The division or bureau shall have first preference in filling the vacancy. If the overtime position remains open it will be filled by seniority outside the division or bureau. An officer that refuses an overtime assignment shall maintain his position on the overtime rotation list until he or she accepts an overtime assignment. If the overtime assignment cannot be filled voluntarily, the least senior unit member who is on-duty shall be ordered to work overtime that is contiguous to his/her shift up to 6.0 hours and the least senior officer on the incoming shift shall be ordered in 6 hours early.

D. The Department shall establish and maintain a current and accurate record of all hours of overtime worked or refused each week. A monthly record will be given to the PBA, the Chief and the Police Oversight Committee.

E. Overtime requiring special skills shall first be offered to the most senior officer with the required special skills, and if refused, the next senior officer until the assignment is filled. Overtime that requires special skills shall not be offered by overall seniority but rather in rotating seniority order amongst those having such special skills. Special skills overtime shall count towards overall overtime equalization. The Chief or his designee must identify the special skill or enhanced training required for the assignment in his monthly overtime report to the Police Oversight Committee and the PBA.

F. The shift commander will have the authority to assign overtime when a bona fide emergency exists, but he/she must ensure that the overtime is recorded. This Section shall not be used to circumvent this policy's intent to equitably distribute overtime.

G. The Department shall not change an officer's shift for the express purpose of denying overtime to individuals. Nothing in this agreement is intended to curtail the ability of the department to adjust officer shifts pursuant to Article VIII, Section D.

H. All paid leave time shall be counted as time worked for overtime purposes. Nothing in this agreement is intended to increase, decrease or alter the rate of overtime compensation for any member.

I. The Police Oversight Committee and PBA shall jointly produce an overtime policy consistent with, though not necessarily limited to, the terms set forth herein.

3. All other terms and conditions of employment contained in the CNA shall remain *status quo* and nothing in this Agreement shall change or alter any term or condition of employment except as set forth herein.

4. In consideration for the above, the PBA agrees to withdraw the arbitrations currently pending as AR-2018-189, currently pending before Arbitrator Tener and AR-2018-188, currently pending before Arbitrator Weinstock.

5. This agreement is subject to ratification by the PBA members and shall be null and void if not ratified. The PBA maintains the right to advance the underlying grievances if this Agreement is not ratified.

6. Any disputes regarding this Agreement shall be resolved through the grievance procedure set forth in the CNA.

FOR PBA LOCAL 74

FOR THE TOWNSHIP

Thomas Blewitt, President

Nicholas Williams, Mayor

Date:

Date:

RESOLUTION #18-397 – 11/26/18

AUTHORIZE THE PAYMENT OF BILLS

BE IT RESOLVED, by the Township Committee of the Township of Neptune that the following bills be paid if properly certified:

CURRENT FUND	9,508,111.11
GRANT FUND	11,969.66
TRUST FUND	6,835.12
GENERAL CAPITAL FUND	207,149.00
SEWER OPERATING FUND	283,173.03
MARINA OPERATING FUND	101,665.22
LIBRARY TRUST	376.97
BILL LIST TOTAL	\$10,119,280.11

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Assistant C.F.O.

RESOLUTION #18-398 – 11/26/18

AUTHORIZE SETTLEMENT IN THE MATTER OF TOWNSHIP OF NEPTUNE V.
SAMMIE L. DOSS, JR. AND LARBI KANDIL, DOCKET NO. C-114-18.

WHEREAS, the governing body of the Township of Neptune previously authorized legal action by Neptune Township through its Municipal Attorney, Gene J. Anthony, Esq., against Sammie L. Doss, Jr. and Larbi Kandil for Injunctive Relief, and Enforcement of a Contract of Sale of Real Estate, which was authorized by the Township Committee between the Township of Neptune and Sammie L. Doss, Jr., by Ordinance No. 18-09 on March 12, 2018, for the purchase of property at 1710 West Lake Avenue in the Township of Neptune, County of Monmouth and State of New Jersey, also known on the Municipal Tax Map of Neptune Township as Block 611, Lot 40, and as a result a lawsuit was filed by Neptune Township in the Superior Court of New Jersey, Chancery Division, Monmouth County by Verified Complaint and Amended Verified Complaint of September 10, 2018, under Docket No. C-114-18; and

WHEREAS, all parties have reached an amicable settlement by Release and Stipulation of Settlement and Dismissal with Prejudice addressing all claims by all parties without further litigation as a result of mediation held on November 9, 2018.

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, that the governing body hereby authorizes a Stipulation of Settlement and Dismissal with Prejudice to be filed with the Court upon full execution, a true copy of said proposed Stipulation is filed in the Office of the Municipal Clerk, which includes the requirement of a separate Contract of Sale between Neptune Township and Defendant, Larbi Kandil for the transfer of title to Neptune Township of the aforesaid property located at 1710 West Lake Avenue (Block 611, Lot 40) Neptune Township, New Jersey, for \$180,000.00; but does not provide for any other consideration by Neptune Township to the Defendants; and,

BE IT FURTHER RESOLVED, that the attached Stipulation of Settlement and Dismissal with Prejudice is hereby authorized to be finalized by the Municipal Attorney, Gene J. Anthony, Esq., and executed by him on behalf of the Township of Neptune; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Township Attorney, Business Administrator and Chief Financial Officer.