

TOWNSHIP COMMITTEE WORKSHOP MEETING – September 11, 2023 – 6:00 P.M.

Meeting Location: Neptune Senior Center, 1607 Corlies Ave. Neptune, NJ 07753

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

Township Committee	Present/ Absent	Professionals	Present/ Absent
Dr. Michael Brantley	_____	Gina LaPlaca, Business Administrator	_____
Robert Lane, Jr.	_____	Gabriella Siboni, Township Clerk	_____
Nicholas Williams	_____	Gene Anthony, Township Attorney	_____
Tassie D. York	_____		
Keith Cafferty	_____		

Mayor Cafferty 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 5, 2023, 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 is posted on the Township web site (www.neptunetownship.org). Notice of the change in meeting location was advertised on August 17, 2023.

ITEMS FOR DISCUSSION IN OPEN SESSION

1. Committee Calendars

Res #23- 319 Authorize An Executive Session As Authorized By The Open Public Meetings Act.

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

TOWNSHIP COMMITTEE MEETING – September 11, 2023 – 7:00 P.M.

Meeting Location: Neptune Senior Center, 1607 Corlies Ave. Neptune, NJ 07753

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

Township Committee	Present/ Absent	Professionals	Present/ Absent
Dr. Michael Brantley	_____	Gina LaPlaca, Business Administrator	_____
Robert Lane, Jr.	_____	Gabriella Siboni, Township Clerk	_____
Nicholas Williams	_____	Gene Anthony, Township Attorney	_____
Tassie D. York	_____		
Keith Cafferty	_____		

MOMENT OF SILENCE 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 Cafferty 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 5, 2023, 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 is posted on the Township web site (www.neptunetownship.org). Notice of the change in meeting location was advertised on August 17, 2023.

APPROVAL OF MINUTES

Motion offered by _____, seconded by _____, to approve the minutes of meetings of August 14, 2023.

Motion offered by _____, seconded by _____, to approve the minutes of meetings of September 5, 2023.

PRESENTATION

Proclaiming September 11, 2023 as Remembrance Day

COMMENTS FROM THE DAIS

Comments from the Dais regarding business on this agenda or any reports on recent events in their respective departments.

REPORT OF THE BUSINESS ADMINISTRATOR

The Business Administrator will report on capital projects and matters of general interest.

ADMINISTRATION OF OATH OF OFFICE FOR DEPUTY CHIEF OF POLICE

- Chief Gualario will introduce Deputy Chief of Police
- Director Arnone will offer comments on the appointment
- Township Committee will offer comments on the appointment.
- Swearing in of Deputy Chief of Police
- Presentation of Badge

PUBLIC COMMENTS ON RESOLUTIONS

The Clerk will announce additional information regarding Separated Resolutions if necessary.

Public comments regarding resolutions presented on this agenda only.

The public comment portion of our meeting is to allow the public to bring to the Committee’s attention their concerns or comments. In accordance with N.J.S.A. 10: 4-12(a) and the Neptune Rules of Committee, the Committee asks the public to limit their comments to five minutes or less. The Committee will respect the public’s time by refraining any comment until the speaker has finished with their allotted time. It should be further noted that public comment portion of our meeting is not structured as a question-and-answer session. If a member of the public has questions, they seek answers to, an appointment can be made with the appropriate office, Business Administrator or Township Committee Liaison during regular business hours. The Township Clerk will regulate the time during the comment portion of our meeting. The Committee reserves the right to respond to comments or questions at the conclusion of the speaker’s time.

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

PUBLIC HEARING AND FINAL ADOPTION ORDINANCES:

Ordinance 23-32 Ordinance Authorizing The Leasing Of Certain Capital Equipment By The Township Of Neptune, In The County Of Monmouth, New Jersey From The Monmouth County Improvement Authority And The Execution Of A Lease And Agreement Relating Thereto

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

ORDINANCES FOR FIRST READING

There are no ordinances for first reading

CONSENT AGENDA

- Res #23- 320** Authorize Renewal Of Liquor Licenses For The 2023-2024 Licensing Year
- Res #23- 321** Accept A Corrective Action Plan In Connection With The 2022 Audit Recommendations
- Res #23- 322** Place Lien On Various Properties
- Res #23- 323** A Resolution Of The Township Of Neptune, New Jersey Approving The Form And Authorizing The Execution And Delivery Of A Letter Of Representation And A Continuing Disclosure Agreement In Connection With The Issuance And Delivery Of The Monmouth County Improvement Authority’s Capital Equipment Pooled Lease Revenue Bonds, Series 2023 And Authorizing An Authorized Municipal Representative To Do All Other Things Deemed Necessary Or Advisable In Connection With The Issuance, Sale And Delivery Of Such Bonds
- Res #23- 324** Designate 2024 Floating Holiday
- Res#23- 325** A Resolution Of The Township Committee Of The Township Of Neptune Accepting Resignations
- Res#23- 326** Authorize The Cancellation Of Taxes
- Res#23- 327** Authorize The Execution Of A Commodity Resale Agreement With The County Of Monmouth
- Res#23- 328** Authorizing The Execution Of Agreement With New Jersey Sharing Network Relating To 5k Celebration Of Life On May 18, 2024
- Res#23- 329** A Resolution Of The Township Committee Of The Township Of Neptune To Amend Professional Services Agreement To With Plosia Cohen For Legal Services
- Res#23- 330** Resolution Of The Township Committee Of The Township Of Neptune To Terminate Employee In Department Of Finance
- Res#23- 331** Authorizing The Payment Of Bills

CONSENT AGENDA

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

SEPARATED RESOLUTION

- Res#23- 332** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing Certain Personnel Actions- Emergency Medical Services

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

PRIVILEGE OF THE FLOOR/PUBLIC COMMENTS

Members of the public may address any concern relating to the Township.

The public comment portion of our meeting is to allow the public to bring to the Committee’s attention their concerns or comments. In accordance with N.J.S.A. 10: 4-12(a) and the Neptune Rules of Committee, the Committee asks the public to limit their comments to five minutes or less. The Committee will respect the public’s time by refraining any comment until the speaker has finished with their allotted time. It should be further noted that public comment portion of our meeting is not structured as a question-and-answer session. If a member of the public has questions, they seek answers to, an appointment can be made with the appropriate office, Business Administrator or Township Committee Liaison during regular business hours. The Township Clerk will regulate the time during the comment portion of our meeting. The Committee reserves the right to respond to comments or questions at the conclusion of the speaker’s time.

ADJOURNMENT

Offered by: _____

Seconded by: _____

Time adjourned: _____

PROCLAMATION

Proclaiming September 11, 2023 as Remembrance Day

WHEREAS, On September 11, 2001, the United States of America suffered from a terrorist attack at the World Trade Center, Pentagon and onboard United Flight 93 and almost 3,000 innocent people lost their lives; and

WHEREAS, Neptune Township sent a team of EMS volunteers as part of the New Jersey EMS Task Force that responded in New York City to assist the FDNY. Two of those EMS volunteers, Louis Rochelle and Molly Berkowitz were two of the many first responders who became ill after their efforts at Ground Zero. Sadly, both succumbed to their illnesses, and

WHEREAS, we continue to offer support to the families and friends who lost loved ones in the devastating events and remember the heroic actions of those brave individuals who provided aid through this tragedy; and

WHEREAS, Barack Obama said “Even the smallest act of service, the simplest act of kindness, is a way to honor those we lost, a way to reclaim that spirit of unity that followed 9/11”

THEREFORE, BE IT PROCLAIMED, that I, Nicholas Williams, Mayor of the Township of Neptune, along with the entire Township Committee, do hereby proclaim September 11, 2023 as Remembrance Day

Attest:

Gabriella Siboni, Township Clerk

Keith Cafferty, Mayor

Dated: September 11, 2023

Tassie D. York

Robert Lane, Jr.

Dr. Michael Brantley

Nicholas Williams

NEPTUNE TOWNSHIP

ORDINANCE NO.23-32

ORDINANCE AUTHORIZING THE LEASING OF CERTAIN CAPITAL EQUIPMENT BY THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, NEW JERSEY FROM THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY AND THE EXECUTION OF A LEASE AND AGREEMENT RELATING THERETO

BE IT ORDAINED by the Township Committee of the Township of Neptune, in the County of Monmouth, New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

Section 1. Pursuant to Section 78 of the County Improvement Authorities Law, N.J.S.A. 40:37A-44, et seq., the Township of Neptune (the "Municipality") is hereby authorized to unconditionally and irrevocably lease certain items of capital equipment from The Monmouth County Improvement Authority (the "Authority") pursuant to a Lease and Agreement, substantially in the form submitted to this meeting (the "Lease"), a copy of which is on file in the office of the Clerk to the Municipality. The Mayor is hereby authorized to execute the Lease on behalf of the Municipality in substantially such form as submitted to this meeting and with such changes as may be approved by the Mayor, which approval shall be conclusively evidenced by the execution thereof by the Mayor, and the Clerk to the Municipality is hereby authorized to affix and attest the seal of the Municipality.

Section 2. The following additional matters are hereby determined, declared, recited and stated:

(a) In recognition of the fact that the lease payment of the Municipality under the Lease will be based, in part, on the amount of bonds issued by the Authority to finance the acquisition of the leased equipment and the interest thereon, the maximum amount of bonds which the Authority shall issue to finance the acquisition of the equipment to be leased to the Municipality shall not exceed \$4,505,000 and the interest rate on said bonds shall not exceed five and fifty hundredths percent (5.50%) per annum;

(b) The items to be leased from the Authority shall be as set forth in Schedule A hereto; provided that the Mayor or any authorized municipal representative (as defined in the Lease) may substitute or add items of equipment in accordance with the provisions of the Lease; and

(c) The lease term applicable to a particular item of leased equipment shall not exceed the useful life of such item.

Section 3. This ordinance shall take effect twenty (20) days after the first publication of this ordinance after final adoption as provided by law.

SCHEDULE A - EQUIPMENT LIST

Township of Neptune

<u>Equipment</u>	<u>Useful Life (Years)</u>	<u>Lease Term (Years)</u>	<u>Estimated Cost</u>
Acquisition of Police SUVs	5	5	\$ 400,000
Acquisition of Emergency Services Equipment:			
SUVs	5	5	150,000
Training Equipment	5	5	30,000
Personal Protective Equipment	5	5	50,000
Rescue Equipment/HazMat Metering	5	5	100,000
Acquisition of Ambulance	5	5	500,000
Acquisition of DPW & Administrative Vehicles	5	5	200,000
Acquisition of Computers and Servers	5	5	300,000
Acquisition of Office Equipment/Copiers	5	5	100,000
Acquisition of Rescue Vessel	5	5	300,000
Acquisition of Training Equipment	5	5	100,000
Acquisition of Heavy Duty DPW Trucks	5	5	1,350,000
Acquisition of Office Furniture	5	5	150,000
Acquisition of Training Equipment	5	5	50,000
Acquisition of Heavy Duty DPW Trucks	5	5	250,000
Acquisition of Pick-up Trucks with Plows	5	5	65,000
Total			\$4,095,000

Motion/ Second	Roll Call To Adopt On First Reading		Adopted on First Reading Dated: August 14, 2023
	YAY NAY ABSTAIN ABSENT		
	Dr. Michael Brantley	X	
Motion	Robert Lane, Jr.	X	
Second	Nicholas Williams	X	
	Tassie D. York	X	_____ Gabriella Siboni, RMC
	Keith Cafferty	X	Township Clerk

Motion/ Second	Roll Call To Adopt On Second and Final Reading		Adopted on Second Reading Dated: September 11, 2023
	YAY NAY ABSTAIN ABSENT		
	Dr. Michael Brantley		
	Robert Lane, Jr.		
	Nicholas Williams		
	Tassie D. York		_____ Gabriella Siboni, RMC
	Keith Cafferty		Township Clerk

Gabriella Siboni
Township Clerk

Keith Cafferty
Mayor

TOWNSHIP OF NEPTUNE

RESOLUTION 23-319

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE AUTHORIZING THE DISCUSSION OF MATTERS IN A CLOSED SESSION PURSUANT TO THE STATUTORY EXCLUSIONS OF N.J.S.A. 10:4-12

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; and,

WHEREAS, the matters to be discussed relate to a statutorily excluded topic pursuant N.J.S.A 10:4-12(b) 1-9, specifically:

- Attorney- client privilege;
- X Employment and personnel;
- Imposition of civil penalty;
- Investigation;
- X Leasing or acquisition of property;
- Pending or anticipated litigation;
- Privacy;
- Public Safety;
- Educational matter;
- Contract Negotiation

Description of matter:

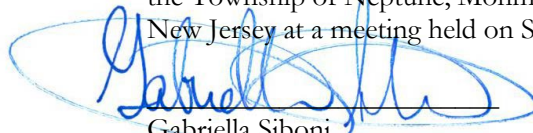
1. Leasing or Acquisition of Property
 - o Requests for Public Land Sale
2. Employment and Personnel
 - o New Hires, personnel decisions

WHEREAS, this may be disclosed to the public at a time when the necessity for confidentiality no longer exists, or within six months or less from the date hereof; and,

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

1. That the Township Committee shall retire into executive session where the public shall be excluded and where said matters shall be discussed.
2. That the Township Committee shall reconvene in public session upon conclusions of the discussions.
3. That the minutes of this executive session shall be closed from public inspection and shall so remain until the reason for confidentiality ceases to exist, or upon formal action by the Township Committee at an official meeting.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on September 11, 2023


Gabriella Siboni
Township Clerk

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-320
AUTHORIZE RENEWAL OF LIQUOR LICENSES FOR THE 2023-2024 LICENSING YEAR**

WHEREAS, the following liquor licensees have completed the on-line Alcoholic Beverage Control renewal application, paid the required state and local fees, been reviewed by the Neptune Township Police Department, and has been issued a New Jersey State Sales Tax Clearance Certificate by the State Division of Taxation,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the following Plenary Retail Consumption Licenses, Plenary Retail Distribution Licenses, and Club Licenses in the Township of Neptune be and are hereby renewed for the period July 1, 2023 to June 30, 2024 :

License Type	License Number	Name	Location
Plenary Retail Consumption	1334-33-008-021	MJS Enterprises Neptune, LLC	1311 Route 35
Plenary Retail Distribution	1334-44-022-002	VPK, Inc	1515 West Lake Ave.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be filed electronically with the Division of Alcoholic Beverage Control and in the file of each Licensee in the Office of the Municipal Clerk.

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-321**

**ACCEPT A CORRECTIVE ACTION PLAN IN CONNECTION WITH THE 2022 AUDIT
RECOMMENDATIONS**

WHEREAS, the Township Committee previously accepted the 2022 Township of Neptune audit by resolution; and,

WHEREAS, the Chief Financial Officer has reviewed the comments and recommendations portion of said audit and submitted a Corrective Action Plan to the Township Committee,

THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Corrective Action Plan of the 2022 Township of Neptune Audit be and is hereby accepted and is authorized for submission to the Division of Local Government Services; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Chief Financial Officer.

Township of Neptune
Corrective Action Plan- In Response to 2021 Audit
Michael J. Bascom, CMFO, CTC

Comment / Recommendation	Explanation	Corrective Action	Responsible Employee	Date of C.A.
Interfunds: Interfunds receivable and payable were reflected on the various balance sheets of the funds at December 31, 2022.	Interfund balances were resolved after the books for 2022 had been closed out. As a result, the Township ended the year with Interfund balances.	The Township will assure that interfund balances are transferred prior to year –end, to the extent possible.	Debbie Latshaw, Assistant CFO	12/31/2023
Uniform Construction Code Report: Other expenditures were incorrectly entered on the UCC report. The Township did not utilize the correct year-end report when preparing the report.	The report was developed based upon reports generated by the UCC software. It was determined that the report utilized to develop the UCC Annual report was not the correct year-end report.	The Township will monitor the preparation of the UCC report to assure that it is properly prepared prior to submission. The software vendor has made adjustments to the system to generate a single comprehensive year-end report.	Debbie Latshaw, Assistant CFO Joseph Ciccone, Construction Official	12/31/2023
Municipal Court Bail Reconciliation: The bank reconciliations, prepared by the Municipal Court, for the bail account contain reconciling items that are carrier forward from previous years.	The court has failed to take timely action to resolve reconciling items when proving the bank statements.	Reconciling items on the Municipal Court bank reconciliation shall be investigated and fully resolved in a timely basis.	Ursula Postell, Municipal Court Administrator	12/31/2023

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-322**

PLACE LIEN ON VARIOUS PROPERTIES

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

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

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:

Block	Lot	Address	Amount
3301	19	12 Cindy Lane	\$2,496.29
802	33	710 Highway 35	\$680.00
2301	83	730 John Terrace	\$650.00
5002	12	405 Moore Rd.	\$2,047.57
5002	12	405 Moore Rd	\$1,919.31
714	7	1506 Monroe Ave.	\$1,273.75
1003	3	121 Highway 35	\$3,131.86

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

TOWNSHIP OF NEPTUNE

RESOLUTION NO. 23-323

A RESOLUTION OF THE TOWNSHIP OF NEPTUNE, NEW JERSEY APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LETTER OF REPRESENTATION AND A CONTINUING DISCLOSURE AGREEMENT IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY'S CAPITAL EQUIPMENT POOLED LEASE REVENUE BONDS, SERIES 2023 AND AUTHORIZING AN AUTHORIZED MUNICIPAL REPRESENTATIVE TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SUCH BONDS

WHEREAS, the Township of Neptune, New Jersey (the "Municipality") desires to lease and permanently finance the cost of acquisition of certain capital equipment (the "Equipment") from The Monmouth County Improvement Authority (the "Authority"); and

WHEREAS, the Authority will provide for the financing of the cost of the acquisition of the Equipment by the issuance of its Capital Equipment Lease Revenue Bonds, Series 2023 (Neptune Project) (the "Bonds") payable from rentals by the Municipality pursuant to a Lease and Agreement by and between the Municipality and the Authority (the "Lease"); and

WHEREAS, in order to induce the Authority to issue and deliver the Bonds and its Capital Equipment Pooled Lease Revenue Bonds, Series 2023, there has been prepared and submitted to the Municipality a Letter of Representative in the form attached hereto as Exhibit A; and

WHEREAS, there has been prepared and submitted to the Municipality a Continuing Disclosure Agreement in the form appended hereto as Exhibit B for execution by the Municipality if the Authority shall determine that the Municipality is or will be an "obligated person" with respect to the Authority's Capital Equipment Lease Revenue Bonds, Series 2023 within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission (an "Obligated Person"):

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP OF NEPTUNE AS FOLLOWS:

- Section 1. That the Letter of Representation, in the form presented to this meeting, be and the same is hereby approved, and any Authorized Municipal Representative (as that term is defined in the Lease) is hereby authorized to, and one of such officers shall execute the Letter of Representation, with such additions, deletions or modifications as such officer shall approve, and to deliver the same to the addressees designated on such Letter of Representation, such approval to be conclusively evidenced by the execution and delivery thereof.
- Section 2. That the Continuing Disclosure Agreement in the form presented to this meeting, be and the same is hereby approved, and any Authorized Municipal Representative is hereby authorized to, and one of such officers shall execute the Continuing Disclosure Agreement, with such additions, deletions or modifications as such officer shall approve, and to deliver the same upon the determination by the Authority that the Municipality is or will be an Obligated Person, such approval to be conclusively evidenced by the execution and delivery thereof.
- Section 3. That any Authorized Municipal Representative is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or property for carrying out the sale, issuance and delivery of the Bonds, the Authority's Capital Equipment Pooled Lease Revenue Bonds, Series 2023 and all related transactions contemplated by this resolution.
- Section 4. All resolutions or proceedings or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.
- Section 5. This resolution shall become effective immediately.

**Motion/
Second**

Dr. Michael Brantley
Robert Lane, Jr.
Nicholas Williams
Tassie D. York
Keith Cafferty

YAY NAY ABSTAIN ABSENT

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on September 11, 2023

Gabriella Siboni, RMC
Township Clerk

LETTER OF REPRESENTATION

October __, 2023

The Monmouth County Improvement Authority
Freehold, New Jersey

Raymond James & Associates, Inc.,
as the Underwriter
New York, New York

County of Monmouth
Freehold, New Jersey

Ladies and Gentlemen:

In order to induce (i) The Monmouth County Improvement Authority (the “Authority”) to issue and deliver its Capital Equipment Pooled Lease Revenue Bonds, Series 2023 (the “Pooled Bonds”), (ii) the Underwriter to accept delivery of and pay for the Pooled Bonds pursuant to provisions of the Contract of Purchase, dated October __, 2023, between the Authority and the County of Monmouth, New Jersey (the “County”) and the Underwriter named therein (the “Purchase Agreement”; all capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement), and (iii) the County to adopt the County Guaranties and to execute and deliver the County Guaranty Agreements, the [_____] of [_____] New Jersey (the “Municipality”) hereby represents and warrants that, as of the date hereof:

(1) The Municipality is a body politic and corporate of the State duly organized and existing under the laws of the State.

(2) The Municipality has full power and authority (i) to enter into the Lease and Agreement, dated as of October 1, 2023, between the Authority and the Municipality (the “Lease”), (ii) to finally adopt the ordinance authorizing the execution and delivery of the Lease (the “Ordinance”) in accordance with N.J.S.A. 40:37A-78 and to perform the transactions contemplated thereby and [(iii) to enter into the Continuing Disclosure Agreement, dated as of October 1, 2023, between the Municipality and U.S. Bank National Association (the “Continuing Disclosure Agreement”)].

(3) By official action of the Municipality taken prior to or concurrent with the date hereof, the Municipality has duly authorized, approved, and consented to all necessary action to be taken by the Municipality for: (i) the execution, delivery and performance of the Lease [and the Continuing Disclosure Agreement], and the final adoption of the Ordinance and the transactions contemplated thereby; (ii) the approval of the use of information relating to the Municipality, if any, in the Preliminary Official Statement and the Official Statement; (iii) the execution, the delivery and the due performance of any and all other agreements and instruments

that may be required to be executed, delivered and received by the Municipality to which it is a party in order to carry out, to give effect to and to consummate the transactions contemplated by the Lease, [and the Continuing Disclosure Agreement], the Ordinance and the Official Statement; and (iv) the designation of the portion of the Official Statement relating to the Municipality set forth in Appendix D thereto, if any, entitled “General Information About Certain Local Units,” as “deemed final” for purposes of Rule 15c2-12(b)(1) of the Securities and Exchange Commission and such portion of the Official Statement as a “final official statement” for purposes of Rule 15c2-12(e)(3); by the delivery hereof, the Municipality hereby makes the designation set forth in clause (iv) of this paragraph.

(4) The Lease [and the Continuing Disclosure Agreement] ha[ve] been duly authorized and delivered, and the Ordinance has been finally adopted, and each constitutes a legal, valid and binding obligation of the Municipality enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by Creditors’ Rights Limitations; and the Municipality has duly authorized and approved the consummation by it of all other transactions contemplated by the Official Statement and the Purchase Agreement to be performed or consummated by it as or prior to the date of the Closing.

(5) The execution and delivery by the Municipality of the Lease [and the Continuing Disclosure Agreement] and the final adoption of the Ordinance and compliance with the obligations on the Municipality’s part contained therein will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Municipality is a party or to which the Municipality or any of its properties or other assets is otherwise subject or to the establishment or existence of the Municipality or its affairs, nor will any such execution, delivery, final adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the Municipality under the terms of any such law, regulation or instrument, except as provided or permitted by the aforementioned documents.

(6) All approvals, consents and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction in any matter which constitutes a condition precedent to or the absence of which would materially adversely affect the due performance by the Municipality of its obligations under the Lease, [the Continuing Disclosure Agreement] and the Ordinance and the transactions contemplated thereby have been duly obtained.

(7) The description and information contained in the Official Statement relating to the Municipality, its operations, and the transactions contemplated thereby, insofar as they relate to the Municipality, and other information therein pertaining to the Municipality as set forth under the following captions of the Official Statement, namely “LITIGATION – The Local Units,” [SECONDARY MARKET DISCLOSURE - Local Unit to Provide Continuing Disclosure,”] and [“Appendix D - General Information About Certain Local Units,”] is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(8) Except as otherwise disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, governmental agency or public board or body, pending or, to the knowledge of the Municipality, threatened against the Municipality or affecting the Municipality (or, to the Municipality's knowledge, any basis therefor), (i) wherein an unfavorable decision would adversely affect the existence of the Municipality or the entitlement of its officers or members of its governing body to their respective offices, or (ii) wherein an unfavorable decision would adversely affect the transactions contemplated by the Lease, the Ordinance or the Official Statement or (iii) wherein an unfavorable decision would adversely affect the financial stability of the Municipality or (iv) which in any way contests or adversely affects the validity, enforceability, execution, delivery or final adoption, as the case may be, of either of the Lease, [the Continuing Disclosure Agreement] or the Ordinance or (v) which contests the completeness or accuracy of the Official Statement or (vi) which contests the powers of the Municipality or any authority or proceedings for the approval, execution and delivery of the Lease [or the Continuing Disclosure Agreement] or for the approval and final adoption of the Ordinance.

(9) If between the date hereof and the later of (i) the date of the Closing or (ii) the period necessary to enable the Underwriter to comply with the requirements of Rule 15c2-12, any event shall occur to the knowledge of the Municipality which would or might cause the material contained in the Official Statement under the captions "LITIGATION – The Local Units," [SECONDARY MARKET DISCLOSURE - Local Unit to Provide Continuing Disclosure,"] and ["Appendix D - General Information About Certain Local Units,"] as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Municipality shall notify the Authority and the Underwriter thereof, and if in the opinion of the Authority or the Underwriter such event requires the preparation and publication of a supplement or an amendment to the Official Statement, the Municipality will fully cooperate with the Underwriter in supplementing or amending the Official Statement, in form and in content which is reasonably satisfactory to the Underwriter and the Authority.

(10) As of the date hereof, there has not been any material adverse change in the financial condition or the operations of the Municipality since the date of the Official Statement that has not been brought to the attention of the Authority and the Underwriter in writing prior to the date hereof.

(11) The Municipality is not in violation of or in default (or with the lapse of time and/or the receipt of appropriate notice would be in default) under any existing applicable law, court or administrative regulation, judgment, decree, order, agreement, indenture, mortgage, lease or sublease to which the Municipality, any of its officers or members of the Municipality or any of its properties is a party or is otherwise bound, that would have a material and adverse effect upon the operations or the financial condition of the Municipality.

(12) The Municipality is not in default in the payment of principal of or interest on any of its bonds, debt obligations, lease purchase agreements or guarantees.

[] OF []

Name: _____

Title: _____

CONTINUING DISCLOSURE AGREEMENT

By and Between

_____ of _____, New Jersey

and

**U.S. Bank National Association
as dissemination agent for**

**\$ _____
The Monmouth County Improvement Authority
Capital Equipment Pooled Lease Revenue Bonds, Series 2023**

THIS CONTINUING DISCLOSURE AGREEMENT (the “Agreement”), dated as of October 1, 2023, by and between the _____ of _____, New Jersey (the “Municipality”) and U.S. Bank Trust Company, National Association, Edison, New Jersey, as dissemination agent (the “Dissemination Agent”) for the Capital Equipment Pooled Lease Revenue Bonds, Series 2023 (the “Bonds”) issued by The Monmouth County Improvement Authority (the “Authority”).

WITNESSETH

WHEREAS, the Authority issued Bonds on October __, 2023 under and pursuant to Chapter 37A of Title 40 of the New Jersey Statutes and a resolution of the Authority entitled “Capital Equipment Pooled Lease Revenue Bond Resolution” adopted on _____ __, 2023, as from time to time amended or supplemented in accordance with the terms thereof (the “Bond Resolution”); and

WHEREAS, the Authority issued its Capital Equipment Lease Revenue Bonds, Series 2023 (_____ Project) (the “Local Unit Bonds”) on the date hereof under and pursuant to Chapter 37A of Title 40 of the New Jersey Statutes and a resolution of the Authority entitled “Capital Equipment Lease Revenue Bond Resolution (_____ Project)” adopted on _____ __, 2023; and

WHEREAS, pursuant to the Lease and Agreement, dated as of October 1, 2023 (the “Lease”), by and between the Authority and the Municipality, the Authority will apply the proceeds of the Local Unit Bonds to finance the acquisition of equipment for lease to the Municipality and the Municipality has agreed, among other things, to make lease payments sufficient to pay the principal of and interest on the Local Unit Bonds when due; and

WHEREAS, the Local Unit Bonds were purchased by U.S. Bank Trust Company, National Association as trustee (the “Trustee”) with a portion of the proceeds of the Bonds and held by the Trustee; and

WHEREAS, payments of debt service on the Local Unit Bonds received by the Trustee were applied to pay a portion of the principal of and interest on the Bonds when due; and

WHEREAS, on November 10, 1994 the United States Securities and Exchange Commission (the “Commission”) adopted its Release Number 34-34961, which amended Rule 15c2-12 (as hereinafter defined) originally adopted by the Commission on June 28, 1989; and

WHEREAS, Rule 15c2-12 provides that it is unlawful for any broker, dealer or municipal securities dealer (hereinafter, a “Participating Underwriter”) to act as an underwriter for the Bonds unless the Participating Underwriter complies with the requirements of Rule 15c2-12 or is exempted from its provisions; and

WHEREAS, Rule 15c2-12 requires, among other things, that a Participating Underwriter shall not purchase or sell the Bonds unless the Participating Underwriter has reasonably determined that an “obligated person” (within the meaning of Rule 15c2-12) has undertaken, in a written agreement for the benefit of the Bondholders (as hereinafter defined), to provide certain information relating to such “obligated person”; and

WHEREAS, the Authority has determined that the Municipality is or will be an “obligated person” with respect to the Bonds within the meaning of Rule 15c2-12 and is therefore required to cause the delivery of the information described in this Agreement to the municipal securities marketplace for the period of time specified in this Agreement; and

WHEREAS, the Dissemination Agent and the Municipality are entering into this Agreement for the benefit of Bondholders;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Municipality and the Dissemination Agent agree as follows:

Section 1. Definitions.

Capitalized terms used herein and not otherwise defined in this Section 1 have the meanings given to such terms in the preambles to this Agreement. In addition, the following words shall have the following meanings for all purposes of this Agreement:

“Annual Information” shall mean the information specified in Section 3 hereof.

“Bondholder” shall mean any registered owner of Bonds and any beneficial owner of Bonds within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934.

“Event of Default” shall have the meaning set forth in Section 801 of the Bond Resolution.

“GAAS” shall mean generally accepted auditing standards as in effect from time to time in the United States of America.

“MSRB” shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Agreement.

“Official Statement” shall mean the Official Statement of the Authority dated October __, 2023 relating to the Bonds.

“Rule 15c2-12” shall mean Rule 15c2-12 adopted by the Commission under the Securities Exchange Act of 1934, as it may be amended from time to time, including administrative or judicial interpretations thereof.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, districts, agencies and bodies.

Section 2. Obligation to Provide Continuing Disclosure.

(i) The Municipality hereby undertakes for the benefit of the Bondholders to provide or cause to be provided in an electronic format as prescribed by the MSRB either directly (with a copy to the Dissemination Agent) or through the Dissemination Agent (linked to the CUSIP Numbers listed on Schedule A):

(a) to the MSRB, if any, no later than the first day of the tenth month after the end of each fiscal year, commencing with the first fiscal year in which the payments scheduled to be made by the Municipality pursuant to its Local Unit Bonds in any calendar year equal or exceed twenty percent (20%) of the debt service scheduled to be paid with respect to the Bonds in such calendar year, the Annual Information relating to such fiscal year, together with audited financial statements of the Municipality for such fiscal year if audited financial statements are then available; provided, however, that if audited financial statements are not then available, the Municipality shall deliver unaudited financial statements with such filing, and will subsequently deliver to the MSRB audited financial statements when they become available; and

(b) to the MSRB, in a timely manner, notice of a failure to provide any Annual Information and unaudited financial statements or audited financial statements if available in accordance with the provisions of clause (a) above.

(ii) Nothing herein shall be deemed to prevent the Municipality from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Municipality disseminates any such additional information, the Municipality shall have no obligation to update such information or include it in any future materials disseminated pursuant to this Agreement.

(iii) If the Dissemination Agent fails to receive a copy of the Annual Information and unaudited financial statements or audited financial statements if available by the date which is thirty days prior to the date required in clause (a) of subsection (i) above, the Dissemination Agent shall promptly send written notice to the Municipality advising of such failure. Whether or not such notice is given or received, if the Dissemination Agent fails to receive the Annual Information and unaudited financial statements or audited financial statements if available by the end of the first day of the tenth month in which such information was due to the MSRB, the Dissemination Agent shall promptly send a notice to the MSRB, of the Dissemination Agent's failure to receive such information. If the Dissemination Agent receives the Annual Information and unaudited financial statements or audited financial statements if available accompanied by a written request from the Municipality that the Dissemination Agent file such information with the MSRB, the Dissemination Agent shall so file such information promptly after the receipt thereof, and the Municipality hereby requests that the Dissemination Agent, upon receipt of the Annual Information and unaudited financial statements or audited financial statements if available from the Municipality, file such information with the MSRB. The Municipality's obligations pursuant to clause (a) of subsection (i) above shall commence with the fiscal year ending December 31, 20__ and shall terminate with the fiscal year ending December 31, 20__.

If the Dissemination Agent receives the audited financial statements after the date required in clause (a) of subsection (i) above, the Dissemination Agent shall file the audited financial statement with the MSRB and the Municipality requests the Dissemination to so file. The Dissemination Agent shall not be responsible to send reminders or requests for such audited financial statements after the date required in clause (a) of subsection (i) above.

(iv) Unless otherwise required by law, all notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(v) The Municipality agrees to provide notice either directly or through the Dissemination Agent to the MSRB, in a timely manner not in excess of nine business days following the events identified in this paragraph, notice of (a) bankruptcy, insolvency, receivership or similar event of the Municipality, (b) the consummation of a merger, consolidation, or acquisition involving the Municipality, or the sale of all or substantially all of the assets of the Municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material, (c) incurrence of a financial obligation (as defined in Rule 15c2-12) of the Municipality, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Municipality, any of which affect security holders, if material or (d) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Municipality, any of which reflect financial difficulties. The Dissemination Agent shall provide notice of the preceding events to the MSRB within one (1) business day after receipt by the Dissemination Agent of such notice from the Municipality.

(vi) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Municipality pursuant to this Agreement. The Dissemination Agent shall have no obligation to disclose information about the Bonds except as expressly provided herein. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Municipality, apart from the relationship created by Rule 15c2-12, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice from the Municipality. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Municipality, the Bondholders or any other party.

Section 3. Annual Information.

(i) The required Annual Information shall consist of information pertaining to the finances and operating data of the Municipality substantially of the type captioned as follows and as described under the heading “SECONDARY MARKET DISCLOSURE – Obligated Borrower Obligation to Provide Continuing Disclosure” to the Official Statement and Exhibit A to this Agreement: “Tax Collection History,” “Components of Tax Rate,” “Assessed Valuations and Tax Rates,” “Ten Largest Taxpayers,” “General Tax Rate and Total Net Debt,” “Debt Summary,” “Assessed Valuation of Real and Business Personal Property, By Classification” and “Comparative Aggregate Equalized Valuation”.

(ii) All or any portion of the Annual Information may be incorporated in the Annual Information by cross reference to any other documents which have been either (a) made available to the public on the MSRB internet website or (b) filed with the Commission.

(iii) Annual Information for any fiscal year containing any modified operating data or financial information (as contemplated by Section 7(v) hereof) for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Information shall present a comparison between

the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles.

Section 4. Financial Statements.

The Municipality's annual financial statements for each fiscal year shall be audited in accordance with GAAS as in effect from time to time. The Municipality shall prepare its financial statements on a basis of accounting prescribed by the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey pursuant to Chapter 5 of Title 40 A of the New Jersey Statutes as in effect from time to time. Such financial statements shall be audited by a registered municipal accountant of the State of New Jersey or as otherwise may be permitted by then applicable law of the State of New Jersey.

Section 5. Remedies.

If the Municipality shall fail to comply with any provision of this Agreement, then the Dissemination Agent or any Bondholder may enforce, for the equal benefit and protection of all Bondholders similarly situated, by mandamus or other suit or proceeding at law or in equity, the provisions of this Agreement against the Municipality and any of the officers, agents and employees of the Municipality and may compel the Municipality or any such officers, agents or employees to perform and carry out their duties under this Agreement; provided that the sole and exclusive remedy for breach of this Agreement shall be an action to compel specific performance of the obligations of the Municipality hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances. Failure to comply with any provision of this Agreement shall not in any manner constitute an Event of Default.

Section 6. Parties in Interest.

This Agreement is executed and delivered solely for the benefit of the Bondholders. No other person, other than the Dissemination Agent, shall have any right to enforce the provisions hereof or any other rights hereunder.

Section 7. Amendments.

Without the consent of any Bondholders, the Municipality and the Dissemination Agent at any time and from time to time may enter into any amendments or modifications to this Agreement for any of the following purposes:

(i) to comply with or conform to any changes in Rule 15c2-12 (whether required or optional) which are applicable to the Bonds;

(ii) to add a dissemination agent for the information required to be provided by the Municipality hereunder and to make any necessary or desirable amendments or modifications in connection therewith;

(iii) to evidence the succession of another entity to the Municipality and the assumption by any such successor of the covenants and agreements of the Municipality hereunder;

(iv) to add to the covenants and agreements of the Municipality hereunder for the benefit of the Bondholders, or to surrender any right or power conferred upon the Municipality by this Agreement; or

(v) to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Municipality; provided that (1) the Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Bonds, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances; and (2) the amendment or change does not materially impair the interests of Bondholders, as determined either by a party unaffiliated with the Municipality (such as the Dissemination Agent or bond counsel), or by the vote or consent of Bondholders of a majority in outstanding principal amount of the Bonds affected thereby at or prior to the time of such amendment or change.

Section 8. Termination.

This Agreement shall remain in full force and effect until the earlier of such time as the principal of and interest on the Bonds shall have been paid in full or the Bonds shall have otherwise been paid or legally defeased pursuant to the Bond Resolution.

Section 9. The Dissemination Agent.

The Municipality shall indemnify and hold harmless the Dissemination Agent in connection with this Agreement to the same extent as the Trustee as provided for by the Authority in the Bond Resolution for matters arising thereunder.

Section 10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws.

Section 11. Counterparts.

This Agreement may be executed in one or more counterparts, and when the Municipality and the Dissemination Agent have each executed and delivered at least one counterpart, this Agreement shall become binding on the Municipality and the Dissemination Agent and such counterparts shall be deemed to be one and the same document.

Section 12. Severability.

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, (i) the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and (ii) the Municipality and the Dissemination Agent shall engage in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid legal and enforceable provisions the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 13. Headings.

The headings of the sections of this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Agreement as of the date first above written.

U.S. Bank Trust Company,
National Association
as Dissemination Agent

_____ of _____,
New Jersey

By: _____
Andrea G. Harris
Vice President

By: _____

Mayor

SCHEDULE A

AUTHORITY CUSIP NUMBERS

MATURITY

CUSIP

EXHIBIT A

[CY for purposes of this exhibit means most current year in which Annual Information is available.]

**FINANCIAL INFORMATION
OF _____**

TAX COLLECTION HISTORY

<u>Year</u>	<u>Tax Levy</u>	<u>Cash Collections</u>	<u>% of Collections</u>
[CY]	\$	\$	%
[CY - 1]			
[CY - 2]			
[CY - 3]			
[CY - 4]			

COMPONENTS OF TAX RATE

	<u>[CY]</u>	<u>[CY - 1]</u>	<u>[CY - 2]</u>	<u>[CY - 3]</u>	<u>[CY - 4]</u>
Tax Rate:	\$	\$	\$	\$	\$
Apportionment of Tax Rate:					
Municipal					
County					
Local School District					
Municipal Library					

ASSESSED VALUATIONS AND TAX RATES

<u>Year</u>	<u>Tax Rate Per \$100 of Assessed Valuation</u>	<u>Assessed Valuation of Real Property</u>	<u>Average Ratio of Assessed to Tax Value of Real Property</u>	<u>Assessed Valuation of Business Personal Property</u>
[CY]	\$	\$	%	\$
[CY - 1]				
[CY - 2]				
[CY - 3]				
[CY - 4]				

TEN LARGEST TAXPAYERS

	<u>Owner of Record ([Year])</u>	<u>Aggregate Assessed Value</u>	<u>As a Percentage of Assessed Value of Real Property</u>
1.		\$	%
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

GENERAL TAX RATE AND TOTAL NET DEBT

<u>Year</u>	<u>General Tax Rate</u>	<u>Total Net Debt</u>	<u>Net Debt as a Percentage of Equalized Tax Valuation Basis</u>
[CY]	\$	\$	%
[CY - 1]			
[CY - 2]			
[CY - 3]			
[CY - 4]			

OF
DEBT SUMMARY
AS OF DECEMBER 31, [Year]
(IN DOLLARS)

GROSS DEBT:

Municipal Portion of School District Debt	\$
Self-Liquidating	
Sewer Utility	
Marina Utility	
Municipal	
Bonds	
BANS	
Authorized but not issued	
Green Trust Loans	

TOTAL GROSS DEBT	\$
------------------	----

(Less)	
Municipal Portion of School District Debt	
Self-Liquidating Debt	
Municipal Debt (reserve)	

NET DEBT	\$
-----------------	-----------

Source: _____ of _____, [Year] Annual Debt Statement

SUMMARY OF DEBT RATIOS:

	<u>Per Capita</u> ⁽¹⁾	<u>Ratio to Assessed Value</u> ⁽²⁾	<u>Ratio to Equalized Value</u> ⁽³⁾
Net Debt	\$	%	%

⁽¹⁾ [Year] Monmouth County Planning Board Estimated Population is [_____].

⁽²⁾ Municipal Assessed value is \$[_____].

⁽³⁾ Municipal 3 yr. Average equalized value is \$[_____].

**ASSESSED VALUATION OF REAL AND
BUSINESS PERSONAL PROPERTY, BY CLASSIFICATION**

<u>Year</u>	<u>Vacant Land (# of Parcels)</u>	<u>Taxable Value</u>	<u>Residential (# of Parcels)</u>	<u>Taxable Value</u>	<u>Apartments (# of Parcels)</u>	<u>Taxable Value</u>	<u>Commercial (# of Parcels)</u>	<u>Taxable Value</u>
[CY]		\$		\$		\$		\$
[CY-1]								
[CY-2]								
[CY-3]								
[CY-4]								

<u>Year</u>	<u>Industrial (# of Parcels)</u>	<u>Taxable Value</u>	<u>Total Real Property</u>	<u>Personal Property</u>	<u>Farm</u>	<u>Total Property</u>
[CY]		\$	\$	\$	\$	\$
[CY-1]						
[CY-2]						
[CY-3]						
[CY-4]						

COMPARATIVE AGGREGATE EQUALIZED VALUATION

	<u>[CY]</u>	<u>[CY - 1]</u>	<u>[CY - 2]</u>	<u>[CY - 3]</u>	<u>[CY - 4]</u>
\$	\$	\$	\$	\$	\$

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-324**

DESIGNATE 2024 FLOATING HOLIDAY

WHEREAS, Article XII, Section J, of the current contract between AFSCME and the Township provides for a floating holiday that is set upon mutual agreement of AFSCME and the Township Administrator by July 1st of the previous year; and,

WHEREAS, the Township Administrator and AFSCME have discussed that the 2024 floating holiday benefit be used on July 5, 2024,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the 2023 floating holiday benefit will be utilized by Township employees on July 5, 2024, all employees will be off-duty for that day, with the exception of Police Officers, EMTs, custodial staff and library staff; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to all Department Heads and both AFSCME bargaining units.

TOWNSHIP OF NEPTUNE

RESOLUTION 23-325

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
ACCEPTING RESIGNATIONS**

WHEREAS, the Human Resources Director has received notification from employee(s) that they will be resigning their position; and,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation(s) of noted below are hereby accepted; and,

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>DATE OF NOTIFICATION</u>	<u>EFFECTIVE DATE OF RESIGNATION</u>
Heather R. Solares	Emergency Medical Services	EMT	7/20/2023	8/8/2023
Charles J. Laing	Public Works	Driver	8/6/2023	8/31/2023

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the respective departments, Business Administrator and Human Resources Director.

TOWNSHIP OF NEPTUNE

RESOLUTION 23-326

AUTHORIZE THE CANCELLATION OF TAXES

WHEREAS, in 2020 the Township of Neptune became the owner of Block 611, Lot 38, 1718 West Lake Ave; and,

WHEREAS, the exemption was inadvertently removed by the Assessor from the Tax Duplicate for 2023; and,

WHEREAS, the error resulted in the property being assessed Taxes for the years 2023; and,

WHEREAS, the Assessor has requested that Tax Collector's Office cancel the 2023 Taxes in the amount of \$2,174.42; and

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 2023 Taxes as stated herein; and,

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

TOWNSHIP OF NEPTUNE

RESOLUTION 23-327

**AUTHORIZE THE EXECUTION OF A COMMODITY RESALE AGREEMENT WITH THE
COUNTY OF MONMOUTH**

WHEREAS, *N.J.A.C.* 5:34-7.15 authorizes local contracting units to enter into Commodity Resale Agreements for the purchase of certain commodities from other contracting units; and,

WHEREAS, the County of Monmouth has authorized the renewal of the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS), for the period of September 30, 2023 through September 30, 2028; and,

WHEREAS, it would be in the best interest of this Municipality to remain a member of the Monmouth County Commodity Resale System for that period,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Mayor and Municipal Clerk be and they are hereby authorized to execute the a Commodity Resale Agreement, a copy of which is on file with the Municipal Clerk, with the County of Monmouth; and,

BE IT FURTHER RESOLVED, that the Municipal Clerk forward a certified copy of this resolution, along with the executed Commodity Resale Agreement to the Office of Shared Services, County of Monmouth, Hall of Records Annex, First Floor, 1 East Main Street, Freehold, New Jersey 07728.

TOWNSHIP OF NEPTUNE

RESOLUTION 23-328

AUTHORIZING THE EXECUTION OF AGREEMENT WITH NEW JERSEY SHARING NETWORK RELATING TO 5K CELEBRATION OF LIFE ON MAY 18, 2024

WHEREAS, New Jersey Sharing Network is the state's federally designated, 501(c)3 non-profit organ procurement organization who will be hosting the 5K Celebration of Life on May 18, 2024, and,

WHEREAS, it is the desire of the Township to enter into an agreement with New Jersey Sharing Network which includes:

- Liability requirements
- Reimbursement requirements
- Event expectations

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that:

1. The agreement with New Jersey Sharing Network is hereby approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.
3. That a certified copy of this resolution be forwarded to the Business Administrator, Chief Financial Officer and Qualified Purchasing Agent

EVENT AGREEMENT

NJ Sharing Network 5K Celebration of Life

THIS AGREEMENT entered into this ___ **DAY OF SEPTEMBER, 2023**, by and between the **SHARING NETWORK FOUNDATION (SNF)**, a non-profit tax-exempt organization (EIN# 20-2737719) having an address of **691 CENTRAL AVENUE, NEW PROVIDENCE, NJ** and **NEPTUNE TOWNSHIP (Township)**, maintaining its principal office at 25 Neptune Blvd., Neptune, NJ 07753.

WHEREAS, the SNF desires to use roads and territory within the Township to conduct an organized 5K Walk/Race and Festival event known as the 5K Celebration of Life; and

WHEREAS, the SNF and the Township desire to bring this event to the area to honor and celebrate the gift of life through organ and tissue donation and transplantation; and

WHEREAS, the SNF will contract with Township departments and third party representatives, as needed, to conduct the event as further outlined below; and

WHEREAS, the SNF agrees to indemnify the Township and save it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with SNF's performance of this Agreement; and

WHEREAS, the SNF shall maintain liability insurance itself, its affiliates and any and all subsidiaries in an amount of \$1,000,000; and

NOW THEREFORE, in consideration of mutual promises contained herein and intending to be legally bound hereby, the parties agree on details as follows:

Event Date: Saturday, May 18, 2024

Event Location: Ocean Grove, NJ (Event site on Ocean Pathway, Course Route on Boardwalk through Ocean Grove and Asbury Park)

Anticipated Attendees: 2,000 - 4,000

Event Set Up: Friday, May 17, 2024

7am – 7pm: Site set up begins (Tent & Stage Delivery & Set-up)

3:00pm – 7:00pm: Participants will pick-up packets (*Bib-Pick Up Area/Location TBD*)

Event Day Schedule: Saturday, May 18, 2024

7:30am – Event Site Opens (Music, Day-Of Registration & Participant Check-In Begins)

8:15am – Remarks at Start Line

8:30am – USATF Certified 5K Race

9:10am – Race Awards Announced at Main Stage

9:40am – Remarks at Main Stage

10:00am – 5K Walk Begins

12:00pm – Event Ends

12:30pm – Last shuttle leaves event site

2:00pm – All Participants cleared from campus

5:00pm – Event Site Cleared* Additional breakdown time may be needed – TBD

Event Needs

The event will require the below equipment and services, including but limited to:

1. Tents, Stage & Sound system (Provided by NJSN)
2. Post-Event Breakdown (Provided by NJSN)

EVENT AGREEMENT
NJ Sharing Network 5K Celebration of Life

3. Trash Receptacles/Custodial Support (To be arranged or contracted by NJSN with Neptune Township DPW)
4. Water & Refreshments (Provided by NJSN)
5. Food Trucks (Provided by NJSN; NJSN will arrange for all permits if needed)
6. Electricity (Provided by NJSN and/or as directed by Neptune Township)
7. Medical Support (Provided by NJSN and/or as directed by Neptune Township)
8. Police (To be arranged or contracted by NJSN with Neptune Township Police Department)
9. Overnight Security on Grounds (Provided by NJSN)
10. Golf Carts (Provided by NJSN)
11. Port-O-Johns (Provided by NJSN)

To be signed by participants:

SPECIAL ASPECT OF EVENT RELEASE FROM LIABILITY AND INDEMNIFICATION

I UNDERSTAND AND AGREE THAT BY SIGNING THIS WAIVER I AM RELEASING NEPTUNE TOWNSHIP, ITS ELECTED OFFICIALS, EMPLOYEES, VOLUNTEERS, OFFICERS AND AGENTS FROM ANY LIABILITY RESULTING FROM THIS SPECIAL ACTIVITY, SERVICE OR PARTICULAR ASPECT OF THE SPECIAL EVENT. I UNDERSTAND THAT NO TOWNSHIP EMPLOYEE, VOLUNTEER, OR AGENT IS AUTHORIZED TO MODIFY THIS WAIVER AND RELEASE. I CERTIFY THAT I HAVE PERSONALLY READ AND UNDERSTOOD THIS WAIVER AND RELEASE.

Attest:

Township of Neptune

Gabriella Siboni
Township Clerk

Keith Cafferty
Mayor

Date

Vendor
Attest/ Witness

New Jersey Sharing Network

Janet Brown

Amanda Tibok
Executive Director

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 23-329

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
TO AMEND PROFESSIONAL SERVICES AGREEMENT TO WITH PLOSLIA COHEN FOR
LEGAL SERVICES**

WHEREAS, Resolution 21-177 “Approve Selection Of Legal Counsel To Represent Vito Gadaleta In Lawsuit For Punitive Damages” was adopted by the Township Committee on April 26, 2021, and;

WHEREAS, an amendment to this agreement is necessary to increase the aggregate of the contract for an additional \$15,000.00, and;

WHEREAS this amendment requires \$15,000.00 in addition to the originally proposed agreement of \$10,000.00, and;

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

1. The amendment to the professional services agreement with Plosia Cohen to increase the aggregate contract \$15,000 in addition to the originally proposed agreement of \$10,000.00, for a total contract not to exceed 25,000.00 is hereby approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, Chief Financial Officer and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.
3. That a certified copy of this resolution be forwarded to the Business Administrator, Chief Financial Officer and Qualified Purchasing Agent..

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on September 11, 2023.

Gabriella Siboni
Township Clerk

Certification of Funds

I, Michael Bascom, Chief Financial Officer of the Township of Neptune, do hereby certify to the Township Committee of the Township of Neptune that funds are available for the agreement described above

Account Name
Legal OE

Account Number
01-201-20-155-020

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 23-330

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE TO
TERMINATE EMPLOYEE IN DEPARTMENT OF FINANCE**

WHEREAS, the Business Administrator scheduled a meeting with Marcella Cannizzaro, payroll accountant, in the Department of finance to discuss certain performance issues; and

WHEREAS, Ms. Cannizzaro refused to meet with the Business Administrator; and

WHEREAS, the Business Administrator has recommended terminating the employment of Marcella Cannizzaro, effective August 28, 2023, subject to confirmation by resolution of the Township Committee

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Neptune that Marcella Cannizzaro, payroll accountant, in the Department of finance, be and is hereby terminated for cause effective August 28, 2023.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Human Resources Director.

TOWNSHIP OF NEPTUNE

RESOLUTION #23-331

AUTHORIZING 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:

June 26, 2023 BILL LIST

Current Fund	\$8,633,721.76
Grant Fund	\$31,991.00
Trust Other	\$18,744.04
General Capital	\$275,084.74
Sewer Operating Fund	\$355,988.45
Sewer Capital Fund	\$289,133.05
Marina Operating Fund	\$56,724.70
Marina Capital Fund	\$520.00
Dog Trust	\$148.20
Library Trust	\$590.94
Bill List Total	\$9,662,646.88

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

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-332**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
AUTHORIZING CERTAIN PERSONNEL ACTIONS- EMERGENCY MEDICAL SERVICES**

WHEREAS, the following appointments have been reviewed by the Department Heads of the respective Departments; and,

WHEREAS, the Human Resources Director in consultation with the Township Administrator and the Department Heads involved have recommended the appointments of the following individuals; and,

WHEREAS, the Township Administrator concurs with the findings of the Department Head and hereby recommends to the Township Committee that the following appointments be made; and,

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Neptune that the following personnel actions be and are hereby authorized on the effective date included herein.

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>SALARY</u>	<u>EFFECTIVE DATE</u>
	Emergency Medical Services			
	Emergency Medical Services			
	Emergency Medical Services			
	Emergency Medical Services			
	Emergency Medical Services			

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on September 11, 2023

Gabriella Siboni
Township Clerk

Certification of Funds

I, Michael Bascom, Chief Financial Officer of the Township of Neptune, do hereby certify to the Township Committee of the Township of Neptune that funds are available for the above noted personnel appointments.

Account Name

Michael Bascom, Chief Financial Officer

Date