

TOWNSHIP COMMITTEE WORKSHOP MEETING
MAY 12, 2025 – 6:00 P.M.

Mayor Lane 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
Tassie D. York		Stephanie Oppegaard, Acting BA	
Jason A. Jones		William Bray, Township Clerk	
Derel Stroud		Lester Taylor, Township Attorney	
Kevin McMillan			
Robert Lane Jr.			

Mayor Lane announces "the notice requirements of R.S. 10:4-18 have been met through the publication of the required advertisement in The Coaster and Asbury Park Press, posting on the Municipal Complex board, and filing with the Municipal Clerk. Additionally, the meeting agenda is available on the Township website (www.neptunetownship.org)."

ITEMS FOR DISCUSSION IN OPEN SESSION

1. Wesley Lake Gates
2. Fletcher Lake Lights & aerators
3. 401 Overlook Mercantile Registration Hearing

COMMITTEE CALENDARS

EXECUTIVE SESSION

Res 25-202 Authorize an Executive Session Meeting

Offered by: _____ Seconded by: _____

Vote: York _____ Jones _____ Stroud _____ McMillan _____ Lane _____

TOWNSHIP OF NEPTUNE

RESOLUTION 25-202

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:

Personnel – Staffing within DPW, Code & Construction, Police, EMS, Marina and Administration departments

Contract Negotiations – Purchase of Land with Public Funds, Public Contract negotiation

Attorney Client Privilege - Ongoing Litigation Matters

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.

CERTIFICATION

I, William Bray, 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk

TOWNSHIP COMMITTEE MEETING
May 12, 2025 – EXECUTIVE SESSION AGENDA

Present During the Executive Session is:

Township Committee	Present/ Absent	Professionals	Present/ Absent
Rev. Tassie York		Stephanie Oppegaard,	
Jason A. Jones		Acting Bus Admin	
Derel Stroud		William Bray, Clerk	
Kevin McMillan		Lester Taylor, Township	
Robert Lane Jr.		Attorney	

Executive Session Entered into by Resolution 25-177

Committee Entered Executive Session at:

Committee Exited Executive Session at:

1. Personnel –

- a. New Hires – Thomas Lowe - Conditional CDL Class A
Luther Weathers – CDL Class A
Ethan Boynton – CDL Class A
Gregory Jegou - Seasonal Marina Attendant
Bryant Curry - PT Fire Subcode Official
Thomas Jones - Seasonal DPW Laborer
Dean Ferraro - PT Building Subcode Official
Janet Silvestri – Dept. Secretary Code & Construction
- b. Termination –
- c. Reclassifications – Kevin Pressey – CSR to Firearms Permit Processor
Andrew Caruso – per diem EMT to FT EMT
- d. Business Administrator

2. Contract Negotiations

- a. Purchase of Vacant lot -Block 4703, Lot 5 – 514 N Riverside Dr.
- b. Purchase of 1215 Corlies Ave.
- c. DPW Complex _ Change Order

3. Attorney Client Privilege

- a. Taylor Vs Neptune – Patrick Madden, Esq.
- b. Lawrence / Bond Parking

TOWNSHIP OF NEPTUNE

RESOLUTION 25-215

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
AUTHORIZING CERTAIN PERSONNEL ACTIONS- RECLASSIFICATION**

WHEREAS, the following re-classifications 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 Reclassification of the following individuals; 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>DEPT</u>	<u>PREVIOUS POSITION</u>	<u>RECLASSIFICATION</u>	<u>SALARY</u>	<u>EFFECTIVE DATE</u>
Kevin Pressey	Police Dept.	CSR	Firearms Permit Processor	\$22.00 per hr	5/13/25
Andrew Caruso	EMS	Per Diem EMT	FT EMT	\$62,000.00	5/13/25

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 personnel appointments detailed above.

Account Name	Account Number
Police Department S&W	01-201-25-240-010
EMS S&W	01-201-25-253-010

Nicole Schnurr,
Acting Chief Financial Officer

Date

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk

TOWNSHIP OF NEPTUNE

RESOLUTION 25-216

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE AUTHORIZING
CERTAIN PERSONNEL ACTIONS**

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,

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>
Luther Weathers	Public Works	Class A CDL Driver	\$45,000.00	5/13/25
Ethan Boynton	Public Works	Class A CDL Driver	\$45,000.00	5/13/25
Thomas Lowe	Public Works	Conditional Class A CDL Driver	\$35,000	5/13/25 Must obtain Class A CDL within 90 or be terminated on 91 st day
Gregory Jegou	Marina	Seasonal Marina Attendant	\$18.75 per hr	6/1/25 – 11/30/25
Bryant Curry	Construction	PT Fire Subcode Official	\$48.70 per hr. (not to exceed 28 hr per wk)	5/19/25
Thomas Jones	Public Works	Seasonal DPW Laborer	\$18.75 per hr	5/21/25 – 11/21/25
Dean Ferraro	Construction	PT Building Subcode Official	\$48.70 per hr. (not to exceed 28 hr per wk)	5/19/25
Janet Silvestri	Code & Construction	Department secretary	\$41,000.00	5/19/25

Certification of Funds

I, Nicole Schnurr, Acting 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 personnel appointments detailed above.

Account Name	Account Number
Solid Waste Collection S&W	01-201-26-305-010
Utility Operating S&W	09-201-55-501-010
Uniform Construction Code S&W	01-201-22-195-010
Streets & Road Maintenance S&W	01-201-26-290-010
Other Code Enf Functions S&W	01-201-22-200-010

Nicole Schnurr, Acting Chief Financial
Officer

Date

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk

NEPTUNE TOWNSHIP

**RESOLUTION 25-217
APPOINT BUSINESS ADMINISTRATOR**

WHEREAS, Section 2-5.1 of the Neptune Township Municipal Code creates the office of Business Administrator pursuant to the provisions of N.J.S.A. 40A:9-136, et seq.; and

WHEREAS, Section 2-5.2 (a) of the Neptune Township Municipal Code provides that the Business Administrator is appointed by a majority of the Township Committee; and

WHEREAS, the position Business Administrator is vacant; and

WHEREAS, the Township Committee has interviewed qualified candidates for the Business Administrator position; and

WHEREAS, the Township Committee desires to appoint _____ to the position of Business Administrator; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that _____ is hereby appointed as Business Administrator for the Township of Neptune, effective _____, 2025; and

BE IT FURTHER RESOLVED that the Township Labor Attorney is hereby authorized and directed to prepare a written employment agreement setting forth _____ salary at the rate of \$_____ per year, allowing for ____ vacation and ____ personal days in the first year, providing a Township vehicle for _____ use on Township business in accordance with Section 9-26 of the Township Code, and providing such other benefits equal to the benefits provided to the Township Department Heads and Directors; and,

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

Certification of Funds

I, Nicole Schnurr, Acting 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 personnel appointments detailed above.

Account Name		Account Number
General Administration S&W		01-201-20-100-010

Nicole Schnurr, Acting Chief Financial
Officer

Date

CERTIFICATION

I, William Bray, 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk

TOWNSHIP COMMITTEE MEETING – MAY 12, 2025 – 7:00 P.M.

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

Township Committee	Present/ Absent	Professionals	Present/ Absent
Rev. Tassie York	_____	Stephanie Oppegaard, Acting Bus. Admin	_____
Jason Jones	_____	William Bray, Township Clerk	_____
Derel Stroud	_____	Lester Taylor, Township Attorney	_____
Kevin McMillan	_____		
Robert Lane, Jr.	_____		

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 Lane 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, 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).

APPROVAL OF MINUTES

Motion offered by _____, seconded by _____, to approve the minutes of meetings of April 21. 2025

AMEND COMMITTEE AGENDA

The Clerk will Announce any additions of Resolutions, Ordinances or other changes to the Agenda.

Motion to Amend the

Offered by:

Seconded by:

Vote: York _____ Jones _____ Stroud _____ McMillan _____ Lane _____

PRESENTATION

Commendation – Jose Perez

PROCLAMATION

Pride Month – June 2025

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 ACTING BUSINESS ADMINISTRATOR

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

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.

PUBLIC HEARING AND FINAL ADOPTION ORDINANCES

Ordinance 25-13 An Ordinance of The Township of Neptune Establishing Minimum Stormwater Management Requirements and Controls For "Major Developments"

Explanatory Statement: *The purpose of this ordinance is to establish minimum stormwater management requirements and controls for "major developments".*

Offered by: _____ Seconded by: _____
Vote: York _____ Jones _____ Stroud _____ McMillan _____ Lane _____

ORDINANCES FOR FIRST READING

Ordinance 25-15 An Ordinance to Amend Volume I, Chapter VII Of The Code Of The Township Of Neptune By Adding And Or Removing A Resident Only Handicapped Parking Zone

Offered by: _____ Seconded by: _____
Vote: York _____ Jones _____ Stroud _____ McMillan _____ Lane _____

CONSENT AGENDA

The Mayor asks the Committee if they would like to separate any resolutions from the Consent Agenda for consideration, and then calls for a vote on the remaining items on Consent Agenda.

- Res 25-203** Authorize Payment of Bills
- Res 25-204** Authorize Grant Application – TA Set Aside – Wells Brook Pedestrian Trail
- Res 25-205** Authorize Renewal of Share Service Agreement with Neptune BOE
- Res 25-206** Approve Community-wide Yard Sale dates
- Res 25-207** Authorize Closeout & Release of Bond – 9th Ave (Bradley Park) Sewer Replacement
- Res 25-208** Authorize Change Order 1– Improvements to Public Works Site Improvements
- Res 25-209** Authorize Change Order2 – Improvements to Public Works Facility Phase II – Pole Barn
- Res 25-210** Authorize Refund of Dockage Fee
- Res 25-211** Award Contract for Vehicle Purchases
- Res 25-212** Accept Employee Resignation
- Res 25-213** Authorize Developer's Agreement – Coast Linen
- Res 25-214** Authorize Developer's Agreement – 300 Lakewood Road

Offered by: _____ Seconded by: _____
Vote: York _____ Jones _____ Stroud _____ McMillan _____ Lane _____

SEPARATED RESOLUTIONS

Res 25-XX

Offered by: _____ Seconded by: _____
Vote: York _____ Jones _____ Stroud _____ McMillan _____ Lane _____

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.

CLOSING COMMITTEE COMMENTS

ADJOURNMENT

Offered by: _____

Seconded by: _____

Time adjourned: _____

TOWNSHIP OF NEPTUNE

ORDINANCE 25-13

AN ORDINANCE OF THE TOWNSHIP OF NEPTUNE ESTABLISHING MINIMUM STORMWATER MANAGEMENT REQUIREMENTS AND CONTROLS FOR “MAJOR DEVELOPMENTS”

BE IT ORDAINED, by the Township Committee of the Township of Neptune that the Code of the Township of Neptune is hereby amended as follows:

Stormwater Control

Section I. Scope and Purpose:

A. Policy Statement

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

The purpose of this ordinance is to establish minimum stormwater management requirements and controls for “major development,” as defined below in Section II.

C. Applicability

1. This ordinance shall be applicable to the following major developments:
 - a. Non-residential major developments; and
 - b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
2. This ordinance shall also be applicable to all major developments undertaken by Township of Neptune.
3. An application required by ordinance pursuant to C.1. above that has been submitted prior to October 15, 2024, shall be subject to the stormwater management requirements in effect on October 14, 2024.
4. An application required by ordinance for approval pursuant to C.1. above that has been submitted on or after March 2, 2021, but prior to October 15, 2024, shall be subject to the stormwater management requirements in effect on October 14, 2024.

D. Compatibility with Other Permit and Ordinance Requirements

Development approvals issued pursuant to this ordinance are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

This ordinance is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

Section II. Definitions:

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

"CAFRA Centers, Cores or Nodes" means those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

"CAFRA Planning Map" means the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

"Community basin" means an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this chapter.

"Compaction" means the increase in soil bulk density.

"Contributory drainage area" means the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

"Core" means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

"County review agency" means an agency designated by the County Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

1. A county planning agency or
2. A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

“Department” means the Department of Environmental Protection.

“Designated Center” means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

“Design engineer” means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act , N.J.S.A 4:1C-1 *et seq.*

“Disturbance” means the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

“Drainage area” means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

“Environmentally constrained area” means the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

“Environmentally critical area” means an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

"Empowerment Neighborhoods" means neighborhoods designated by the Urban Coordinating Council "in consultation and conjunction with" the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

"Erosion" means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

"Green infrastructure" means a stormwater management measure that manages stormwater close to its source by:

1. Treating stormwater runoff through infiltration into subsoil;
2. Treating stormwater runoff through filtration by vegetation or soil; or
3. Storing stormwater runoff for reuse.

"HUC 14" or "hydrologic unit code 14" means an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

"Impervious surface" means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

"Infiltration" is the process by which water seeps into the soil from precipitation.

"Lead planning agency" means one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

"Major development" means an individual "development," as well as multiple developments that individually or collectively result in:

1. The disturbance of one or more acres of land since February 2, 2004;
2. The creation of one-quarter acre or more of "regulated impervious surface" since February 2, 2004;
3. The creation of one-quarter acre or more of "regulated motor vehicle surface" since March 2, 2021; or
4. A combination of 2 and 3 above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, or 4 above. Projects undertaken by any government agency that otherwise meet the definition of "major development" but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered "major development."

"Motor vehicle" means land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

“Motor vehicle surface” means any pervious or impervious surface that is intended to be used by “motor vehicles” and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, race-tracks, and runways.

“Municipality” means any city, borough, town, township, or village.

“New Jersey Stormwater Best Management Practices (BMP) Manual” or “BMP Manual” means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department’s determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with Section IV.F. of this ordinance and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will contribute to achievement of the design and performance standards established by this chapter.

“Node” means an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

“Nutrient” means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

“Person” means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

“Pollutant” means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011 *et seq.*)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. “Pollutant” includes both hazardous and nonhazardous pollutants.

“Public roadway or railroad” means a pathway for use by motor vehicles or trains that is intended for public use and is constructed by, or on behalf of, a public transportation entity. A public roadway or railroad does not include a roadway or railroad constructed as part of a private development, regardless of whether the roadway or railroad is ultimately to be dedicated to and/or maintained by a governmental entity.

“Public transportation entity” means a Federal, State, county, or municipal government, an independent State authority, or a statutorily authorized public-private partnership program pursuant to P.L. 2018, c. 90 (N.J.S.A. 40A:11-52 *et seq.*), that performs a public roadway or railroad project that includes new construction, expansion, reconstruction, or improvement of a public roadway or railroad.

“Recharge” means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

“Regulated impervious surface” means any of the following, alone or in combination:

1. A net increase of impervious surface;
2. The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a “new stormwater conveyance system” is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);
3. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
4. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

“Regulated motor vehicle surface” means any of the following, alone or in combination:

1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or
quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

“Sediment” means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

“Site” means the lot or lots upon which a major development is to occur or has occurred.

“Soil” means all unconsolidated mineral and organic material of any origin.

“State Development and Redevelopment Plan Metropolitan Planning Area (PA1)” means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State’s future redevelopment and revitalization efforts.

“State Plan Policy Map” is defined as the geographic application of the State Development and Redevelopment Plan’s goals and statewide policies, and the official map of these goals and policies.

“Stormwater” means water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

“Stormwater management BMP” means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

“Stormwater management measure” means any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or

to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

“Stormwater runoff” means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

“Stormwater management planning agency” means a public body authorized by legislation to prepare stormwater management plans.

“Stormwater management planning area” means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

“Tidal Flood Hazard Area” means a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

“Urban Coordinating Council Empowerment Neighborhood” means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

“Urban Enterprise Zones” means a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et. seq.

“Urban Redevelopment Area” is defined as previously developed portions of areas:

1. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
2. Designated as CAFRA Centers, Cores or Nodes;
3. Designated as Urban Enterprise Zones; and
4. Designated as Urban Coordinating Council Empowerment Neighborhoods.

“Water control structure” means a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

“Waters of the State” means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

“Wetlands” or “wetland” means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Section III. Design and Performance Standards for Stormwater Management Measures

- A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
 - 1. The minimum standards for erosion control are those established under the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
 - 2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
- B. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

Section IV. Stormwater Management Requirements for Major Development

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Section X.
- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys mublenebergi* (bog turtle).
- C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section IV.P, Q and R:
 - 1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
 - 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
 - 3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section IV.O, P, Q and R may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
 - 1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;

2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of Section IV.O, P, Q and R to the maximum extent practicable;
 3. The applicant demonstrates that, in order to meet the requirements of Section IV.O, P, Q and R, existing structures currently in use, such as homes and buildings, would need to be condemned; and
 4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under IV.D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Section IV.O, P, Q and R that were not achievable onsite.
- E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Section IV.O, P, Q and R. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:
- <https://dep.nj.gov/stormwater/bmp-manual/>.
- F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this ordinance the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

Table 1 Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Cistern	0	Yes	No	--
Dry Well ^(a)	0	No	Yes	2
Grass Swale	50 or less	No	No	2 ^(e) 1 ^(f)
Green Roof	0	Yes	No	--
Manufactured Treatment Device ^{(a) (g)}	50 or 80	No	No	Dependent upon the device

Pervious Paving System ^(a)	80	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Bioretention Basin ^(a)	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Infiltration Basin ^(a)	80	Yes	Yes	2
Small-Scale Sand Filter	80	Yes	Yes	2
Vegetative Filter Strip	60-80	No	No	--

(Notes corresponding to annotations ^(a) through ^(e) are found after Table 1, 2, and 3)

Table 2 Green Infrastructure BMPs for Stormwater Runoff Quantity (or for Groundwater Recharge and/or Stormwater Runoff Quality with a Waiver or Variance from N.J.A.C. 7:8-5.3)				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Bioretention System	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Infiltration Basin	80	Yes	Yes	2
Sand Filter ^(b)	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond ^(d)	50-90	Yes	No	N/A

(Notes corresponding to annotations ^(b) through ^(d) are found after Table 1, 2, and 3)

Table 3 BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity only with a Waiver or Variance from N.J.A.C. 7:8-5.3				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Blue Roof	0	Yes	No	N/A
Extended Detention Basin	40-60	Yes	No	1
Manufactured Treatment Device ^(b)	50 or 80	No	No	Dependent upon the device
Sand Filter ^(c)	80	Yes	No	1
Subsurface Gravel Wetland	90	No	No	1
Wet Pond	50-90	Yes	No	N/A

(Notes corresponding to annotations ^(b) through ^(d) are found after Table 1, 2, and 3)

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at Section IV.O.2;
 - (b) designed to infiltrate into the subsoil;
 - (c) designed with underdrains;
 - (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
 - (e) designed with a slope of less than two percent;
 - (f) designed with a slope of equal to or greater than two percent;
 - (g) manufactured treatment devices that meet the definition of green infrastructure at Section II;
 - (h) manufactured treatment devices that do not meet the definition of green infrastructure at Section II.
- G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with Section VI.B. Alternative stormwater management measures may be used to satisfy the requirements at Section IV.O only if the measures meet the definition of green infrastructure at Section II. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section O.2 are subject to the contributory drainage area limitation specified at Section O.2 for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section IV.D is granted from Section IV.O.
- H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.

- I. Design standards for stormwater management measures are as follows:
1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
 2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of Section VIII.C;
 3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
 4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section VIII; and
 5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section II may be used only under the circumstances described at Section IV.O.4.
- K. Any application for a new agricultural development that meets the definition of major development at Section II shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Sections IV.O, P, Q and R and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section IV.P, Q and R shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.
- M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Office of the Clerk of the County of Monmouth. A form of deed notice shall be submitted to the municipality for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section

IV.O, P, Q and R and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to Section X.B.5. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

- N. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section IV of this ordinance and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Office of the Clerk of the County of Monmouth and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with M above.

O. Green Infrastructure Standards

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
2. To satisfy the groundwater recharge and stormwater runoff quality standards at Section IV.P and Q, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Section IV.F. and/or an alternative stormwater management measure approved in accordance with Section IV.G. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

Best Management Practice	Maximum Contributory Drainage Area
Dry Well	1 acre
Manufactured Treatment Device	2.5 acres
Pervious Pavement Systems	Area of additional inflow cannot exceed three times the area occupied by the BMP
Small-scale Bioretention Systems	2.5 acres
Small-scale Infiltration Basin	2.5 acres
Small-scale Sand Filter	2.5 acres

3. To satisfy the stormwater runoff quantity standards at Section IV.R, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section IV.G.
4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section IV.D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Section IV.G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section IV.P, Q and R.
5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at Section IV.P, Q and R, unless the project is granted a waiver from strict compliance in accordance with Section IV.D.

P. Groundwater Recharge Standards

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section V, either:
 - i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the projected 2-year storm, as defined and determined pursuant to Section V.D of this ordinance, is infiltrated.

3. This groundwater recharge requirement does not apply to projects within the "urban redevelopment area," or to projects subject to 4 below.
4. The following types of stormwater shall not be recharged:
 - i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than "reportable quantities" as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan approved pursuant to the Administrative Requirements for the Remediation of Contaminated Sites rules, N.J.A.C. 7:26C, or Department landfill closure plan and areas; and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
 - ii. Industrial stormwater exposed to "source material." "Source material" means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

Q. Stormwater Runoff Quality Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.
2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
 - i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.
 - ii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.

4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

Table 4 - Water Quality Design Storm Distribution

Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
1	0.00166	41	0.1728	81	1.0906
2	0.00332	42	0.1796	82	1.0972
3	0.00498	43	0.1864	83	1.1038
4	0.00664	44	0.1932	84	1.1104
5	0.00830	45	0.2000	85	1.1170
6	0.00996	46	0.2117	86	1.1236
7	0.01162	47	0.2233	87	1.1302
8	0.01328	48	0.2350	88	1.1368
9	0.01494	49	0.2466	89	1.1434
10	0.01660	50	0.2583	90	1.1500
11	0.01828	51	0.2783	91	1.1550
12	0.01996	52	0.2983	92	1.1600
13	0.02164	53	0.3183	93	1.1650
14	0.02332	54	0.3383	94	1.1700
15	0.02500	55	0.3583	95	1.1750
16	0.03000	56	0.4116	96	1.1800
17	0.03500	57	0.4650	97	1.1850
18	0.04000	58	0.5183	98	1.1900
19	0.04500	59	0.5717	99	1.1950
20	0.05000	60	0.6250	100	1.2000
21	0.05500	61	0.6783	101	1.2050
22	0.06000	62	0.7317	102	1.2100
23	0.06500	63	0.7850	103	1.2150
24	0.07000	64	0.8384	104	1.2200
25	0.07500	65	0.8917	105	1.2250
26	0.08000	66	0.9117	106	1.2267
27	0.08500	67	0.9317	107	1.2284
28	0.09000	68	0.9517	108	1.2300
29	0.09500	69	0.9717	109	1.2317
30	0.10000	70	0.9917	110	1.2334
31	0.10660	71	1.0034	111	1.2351
32	0.11320	72	1.0150	112	1.2367
33	0.11980	73	1.0267	113	1.2384
34	0.12640	74	1.0383	114	1.2400
35	0.13300	75	1.0500	115	1.2417
36	0.13960	76	1.0568	116	1.2434
37	0.14620	77	1.0636	117	1.2450
38	0.15280	78	1.0704	118	1.2467
39	0.15940	79	1.0772	119	1.2483
40	0.16600	80	1.0840	120	1.2500

5. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

R = total TSS Percent Load Removal from application of both BMPs, and

A = the TSS Percent Removal Rate applicable to the first BMP

B = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in Section IV.P, Q and R.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
10. The stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

R. Stormwater Runoff Quantity Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section V, complete one of the following:
 - i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the current and projected 2-, 10-, and 100-year storm events, as defined and determined in Section V.C and D, respectively, of this ordinance, do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;

- ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the current and projected 2-, 10-, and 100-year storm events, as defined and determined pursuant to Section V.C and D, respectively, of this ordinance, and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
 - iii. Design stormwater management measures so that the post-construction peak runoff rates for the current and projected 2-, 10-, and 100-year storm events, as defined and determined in Section V.C and D, respectively, of this ordinance, are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
 - iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

Section V. Calculation of Stormwater Runoff and Groundwater Recharge:

A. Stormwater runoff shall be calculated in accordance with the following:

1. The design engineer shall calculate runoff using ~~one of~~ the following methods:

The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 *Part 630, Hydrology National Engineering Handbook*, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

<https://directives.sc.egov.usda.gov/viewerFS.aspx?hid=21422>

or at United States Department of Agriculture Natural Resources Conservation Service, New Jersey State Office.

2. For the purpose of calculating curve numbers and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "curve number" applies to the NRCS methodology above at Section V.A.1. A curve number or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site

if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover has existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.
4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.
5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

B. Groundwater recharge may be calculated in accordance with the following:

The New Jersey Geological Survey Report GSR-32: A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

<https://www.nj.gov/dep/njgs/pricelst/greport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

C. The precipitation depths of the current two-, 10-, and 100-year storm events shall be determined by multiplying the values determined in accordance with items 1 and 2 below:

1. The applicant shall utilize the National Oceanographic and Atmospheric Administration (NOAA), National Weather Service's Atlas 14 Point Precipitation Frequency Estimates: NJ, in accordance with the location(s) of the drainage area(s) of the site. This data is available at:

https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=nj; and

2. The applicant shall utilize Table 5: Current Precipitation Adjustment Factors below, which sets forth the applicable multiplier for the drainage area(s) of the site, in accordance with the county or counties where the drainage area(s) of the site is located. Where the major development lies in more than one county, the precipitation values

shall be adjusted according to the percentage of the drainage area in each county. Alternately, separate rainfall totals can be developed for each county using the values in the table below.

Table 5: Current Precipitation Adjustment Factors

County	Current Precipitation Adjustment Factors		
	2-year Design Storm	10-year Design Storm	100-year Design Storm
Atlantic	1.01	1.02	1.03
Bergen	1.01	1.03	1.06
Burlington	0.99	1.01	1.04
Camden	1.03	1.04	1.05
Cape May	1.03	1.03	1.04
Cumberland	1.03	1.03	1.01
Essex	1.01	1.03	1.06
Gloucester	1.05	1.06	1.06
Hudson	1.03	1.05	1.09
Hunterdon	1.02	1.05	1.13
Mercer	1.01	1.02	1.04
Middlesex	1.00	1.01	1.03
Monmouth	1.00	1.01	1.02
Morris	1.01	1.03	1.06
Ocean	1.00	1.01	1.03
Passaic	1.00	1.02	1.05
Salem	1.02	1.03	1.03
Somerset	1.00	1.03	1.09
Sussex	1.03	1.04	1.07
Union	1.01	1.03	1.06
Warren	1.02	1.07	1.15

- D. Table 6: Future Precipitation Change Factors provided below sets forth the change factors to be used in determining the projected two-, 10-, and 100-year storm events for use in this chapter, which are organized alphabetically by county. The precipitation depth of the projected two-, 10-, and 100-year storm events of a site shall be determined by multiplying the precipitation depth of the two-, 10-, and 100-year storm events determined from the National Weather Service's Atlas 14 Point Precipitation Frequency Estimates pursuant to (c)1 above, by the change factor in the table below, in accordance with the county or counties where the drainage area(s) of the site is located. Where the major development and/or its drainage area lies in more than one county, the precipitation values shall be adjusted according to the percentage of the drainage area in each county. Alternately, separate rainfall totals can be developed for each county using the values in the table below.

Table 6: Future Precipitation Change Factors

County	Future Precipitation Change Factors		
	2-year Design Storm	10-year Design Storm	100-year Design Storm
Atlantic	1.22	1.24	1.39
Bergen	1.20	1.23	1.37
Burlington	1.17	1.18	1.32
Camden	1.18	1.22	1.39
Cape May	1.21	1.24	1.32
Cumberland	1.20	1.21	1.39
Essex	1.19	1.22	1.33
Gloucester	1.19	1.23	1.41
Hudson	1.19	1.19	1.23
Hunterdon	1.19	1.23	1.42
Mercer	1.16	1.17	1.36
Middlesex	1.19	1.21	1.33
Monmouth	1.19	1.19	1.26
Morris	1.23	1.28	1.46
Ocean	1.18	1.19	1.24
Passaic	1.21	1.27	1.50
Salem	1.20	1.23	1.32
Somerset	1.19	1.24	1.48
Sussex	1.24	1.29	1.50
Union	1.20	1.23	1.35
Warren	1.20	1.25	1.37

Section VI. Sources for Technical Guidance:

- A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:

<https://dep.nj.gov/stormwater/bmp-manual/>.

- Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.
- Additional maintenance guidance is available on the Department's website at:

<https://dep.nj.gov/stormwater/maintenance-guidance/>.

- B. Submissions required for review by the Department should be mailed to:

The Division of Watershed Protection and Restoration, New Jersey Department of Environmental Protection, Mail Code 501-02A, PO Box 420, Trenton, New Jersey 08625-0420.

Section VII. Solids and Floatable Materials Control Standards:

- A. Site design features identified under Section IV.F above, or alternative designs in accordance with Section IV.G above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section VII.A.2 below.

1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
 - i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
 - ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

- iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.
2. The standard in A.1. above does not apply:
 - i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
 - ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
 - iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:

- a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities);
or
- b. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

- iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

Section VIII. Safety Standards for Stormwater Management Basins:

- A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management basins. This section applies to any new stormwater management basins and/or BMPs.
- B. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management basins and/or BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management basins and/or BMPs to be retrofitted to meet one or more of the safety standards in Section VIII.C.1, VIII.C.2, and VIII.C.3 for trash racks, overflow grates, and escape provisions at outlet structures.
- C. Requirements for Trash Racks, Overflow Grates and Escape Provisions
 - 1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management basin and/or BMPs to ensure proper functioning of the basin outlets in accordance with the following:
 - i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
 - ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
 - iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
 - iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.
 - 2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:

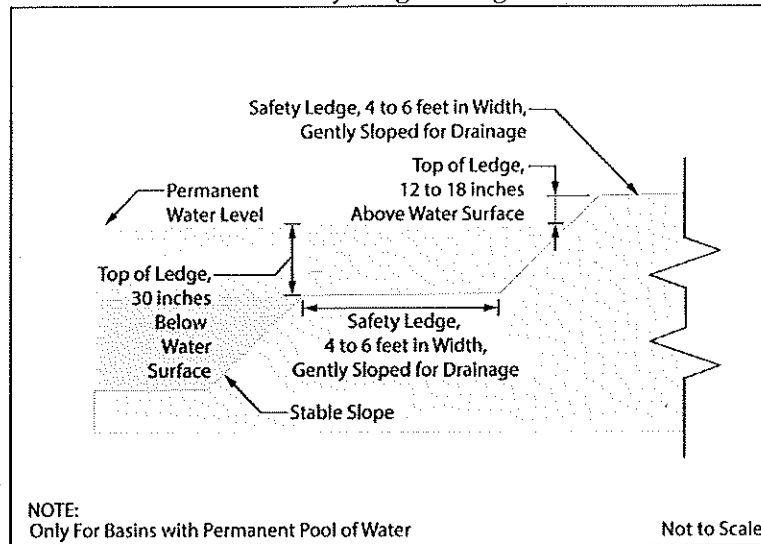
- i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - ii. The overflow grate spacing shall be no greater than two inches across the smallest dimension
 - iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.
- 3. Stormwater management basins and/or BMPs shall include escape provisions as follows:
 - i. If a stormwater management basins and/or BMPs has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management basins and/or BMPs. With the prior approval of the municipality pursuant to VIII.C, a free-standing outlet structure may be exempted from this requirement;
 - ii. Safety ledges shall be constructed on the slopes of all new stormwater management basins and/or BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See VIII.E for an illustration of safety ledges in a stormwater management basin and/or BMP; and
 - iii. In new stormwater management basins and/or BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

D. Variance or Exemption from Safety Standard

A variance or exemption from the safety standards for stormwater management basin and/or BMP may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



Section IX. Requirements for a Site Development Stormwater Plan:

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Section IX.C below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.
3. The applicant shall submit the specified number of copies of the materials listed in the checklist for site development stormwater plans in accordance with Section IX.C of this ordinance.

B. Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this ordinance.

C. Submission of Site Development Stormwater Plan

The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of Sections III through V are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.

- ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

- i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section IV of this ordinance.
- ii. When the proposed stormwater management control measures—depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of Section X.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in Section IX.C.1 through IX.C.6 of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

Section X. Maintenance and Repair:

A. Applicability

Projects subject to review as in Section I.C of this ordinance shall comply with the requirements of Section X.B and X.C.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.

3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
5. If the party responsible for maintenance identified under Section X.B.3 above is not a public agency, the maintenance plan and any future revisions based on Section X.B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
6. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.
7. The party responsible for maintenance identified under Section X.B.3 above shall perform all of the following requirements:
 - i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
 - iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Section X.B.6 and B.7 above.
8. The requirements of Section X.B.3 and B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.

Note: It may be appropriate to delete requirements in the maintenance and repair plan that are not applicable if the ordinance requires the facility to be dedicated to the municipality. If the municipality does not want to take this responsibility, the ordinance should require the posting of a two year maintenance guarantee in accordance with N.J.S.A. 40:55D-53. Maintenance and inspection guidance can be found on the Department's website at:

<https://dep.nj.gov/stormwater/maintenance-guidance/>.

9. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.
- C. Nothing in this subsection shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53

Section XI. Penalties:

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this ordinance shall be subject to the following penalties as outlined in the Neptune Township General Code Section 1.5 – General Penalties.

Section XII. Severability:

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

Section XIII. Effective Date:

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

Motion/	Roll Call To Adopt On First Reading					Adopted on First Reading
Second		YAY	NAY	ABSTAIN	ABSENT	Dated: April 21, 2025

	Rev. Tassie York					
	Jason Jones	X				
Motion	Derel Stroud	X				
Second	Kevin McMillan	X				William Bray, RMC, CMR
	Robert Lane, Jr	X				Township Clerk

Motion/	Roll Call To Adopt On Second and Final Reading					Adopted on Second Reading
Second		YAY	NAY	ABSTAIN	ABSENT	Dated: May 12, 2025

	Rev. Tassie York					
	Jason Jones					
	Derel Stroud					
	Kevin McMillan					William Bray, RMC, CMR
	Robert Lane, Jr					Township Clerk

William Bray
Township Clerk

Robert Lane, Jr.
Mayor

TOWNSHIP OF NEPTUNE
ORDINANCE NO. 25-15
AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY
ADDING AND OR REMOVING A RESIDENT ONLY HANDICAPPED PARKING ZONE

BE IT ORDAINED, by the Township Committee of the Township of Neptune that the Code of the Township of Neptune is hereby amended as follows:

SECTION 1.

Volume I, Chapter VII, Section 7-21.7, Resident Handicapped On-Street Parking, is hereby amended to add the following:

<u>Name of Street</u>	<u>No. Of Spaces</u>	<u>Location</u>
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SECTION 2.

Volume I, Chapter VII, Section 7-21.7, Resident Handicapped On-Street Parking, is hereby amended by removing the following:

<u>Name of Street</u>	<u>No. Of Spaces</u>	<u>Location</u>
Atlantic Avenue	1	47 feet east of the Northeast Corner of Atlantic Ave. and Central Ave.
McClintock Street	1	North side of McClintock Street beginning 95 feet west of the northwest intersection of McClintock Street and Beach Avenue

SECTION 3.

This ordinance shall take effect upon publication in accordance with law.

Motion/ Second	Roll Call To Adopt On First Reading		Adopted on First Reading
	YAY NAY ABSTAIN ABSENT		Dated: May 12, 2025
	Rev. Tassie York		
	Jason Jones		
	Derel Stroud		
	Kevin McMillan		William Bray, RMC, CMR
	Robert Lane, Jr		Township Clerk
Motion/ Second	Roll Call To Adopt On Second and Final Reading		Adopted on Second Reading
	YAY NAY ABSTAIN ABSENT		Dated: May 26, 2025
	Rev. Tassie York		
	Jason Jones		
	Derel Stroud		
	Kevin McMillan		William Bray, RMC, CMR
	Robert Lane, Jr		Township Clerk

William Bray
Township Clerk

Robert Lane, Jr.
Mayor

Date: _____

TOWNSHIP OF NEPTUNE

**RESOLUTION 25-203
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:

May 12, 2025, BILL LIST

Current Fund	\$1,637,610.21
Grant Fund	\$73,132.16
Trust Other	\$29,315.57
General Capital	\$289,684.71
Sewer Operating Fund	\$1,022,998.57
Sewer Capital Fund	\$48,920.03
Marina Operating Fund	\$16,979.52
Marina Capital Fund	\$0.00
Dog Trust	\$454.20
Library Trust	\$150.00
UDAG Reciprocal Trust	\$0.00
Payroll Fund	\$0.00
Bill List Total	\$3,119,244.97

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

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk

List of Bills - (All Funds)

Meeting Date: 05/12/2025 For bills from 04/22/2025 to 05/07/2025

Vendor	Description	Account	PO Payment	Check Total
Current Fund				
21 - A. R. COMMUNICATIONS	PO 39853 RADIO EQUIPMENT REPAIRS		170.00	
01-201-28-372-020 Senior Citizens Programs OE		170.00		170.00
70 - ADP, LLC	PO 39855 2025 PAYROLL SERVICES		2,402.88	
01-201-20-130-020 Financial Admin OE		2,402.88		2,402.88
5171 - ALL TRAFFIC SOLUTIONS	PO 40471 Mail PO to 3100 Research Dr. State Colle		708.65	
01-201-25-240-020 Police Department OE		708.65		708.65
146 - ALLIANCE COMMERCIAL PEST INC	PO 40130 PEST-MONTHLY SERVICE		225.00	
01-201-26-310-020 Buildings and Grounds OE		225.00		225.00
152 - ALLIED FIRE & SAFETY EQP INC.	PO 40312 Open PO for dry chem recharge, etc		194.00	
01-201-25-240-020 Police Department OE		194.00		194.00
10168 - ALLY BANK	PO 40030 Ally Bank PO Box 951 Horsham PA 19044		22.00	
01-201-25-240-020 Police Department OE		22.00		22.00
7805 - AMERICAN UNIFORM AND SUPPLY	PO 39878 2025 EMS Uniforms		2,376.71	
01-201-25-253-020 EMS OE		2,376.71		
	PO 40465 HI VIZ LIME SAFETY CAP CROSSING GUARD HA		239.70	
01-201-25-240-020 Police Department OE		239.70		2,616.41
10230 - AMROCK LLC - ESCROW ONE	PO 40430 Amrock, LLC - Escrow One, 662 Woodward A		4,894.93	
		4,894.93		4,894.93
8491 - AT&T MOBILITY	PO 40320 2025 CELL PHONE CHARGES		420.02	
01-201-31-440-020 Telephone OE		420.02		420.02
8348 - BLACK LAGOON POND MANAGEMENT	PO 40467 2025 POND MAINTENANCE WESLEY LAKE		150.00	
01-201-27-335-020 Environmental/Shade Tree Services OE		150.00		
	PO 40467 2025 POND MAINTENANCE WESLEY LAKE		1,768.00	
01-201-42-335-020 Interlocal -Wesley Lake		1,768.00		1,918.00
5868 - BRUNO'S PIZZA	PO 40216 Food for meetings, ie, Pastors welcome,		205.69	
01-201-25-240-020 Police Department OE		205.69		205.69
616 - CARLOS ENCARNACION	PO 39310 2024 MEDICARE PART B REIMBURSEMENT		2,096.40	
01-203-23-220-020 (2024) Employee Group Insurance OE		2,096.40		2,096.40
724 - CHERYL OTTEN	PO 40444 Reimbursement from Amazon purchase of 30		1,031.81	
01-295-55 RESERVE FOR STATE LIBRARY AID		1,031.81		1,031.81
9642 - CINTAS CORPORATION	PO 40089 2025 MEDICINE CABINET REFILLS		364.94	
01-201-20-100-020 General Admin OE		69.04		
01-201-22-195-020 Uniform Construction Code OE		70.12		
01-201-26-300-020 Other Public Works Functions OE		53.86		
01-201-20-165-020 Engineering Services OE		79.83		
01-201-25-240-020 Police Department OE		92.09		364.94

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Meeting Date: 05/12/2025 For bills from 04/22/2025 to 05/07/2025

Vendor	Description	Account	PO Payment	Check Total
819 - COASTER	PO 40410 Ord. 25-07		397.00	
01-201-20-120-020 Municipal Clerk OE		397.00		397.00
8363 - CONNELL CONSULTING LLC	PO 40365 OPRA for professionals Bridge 4/15/25		159.00	
01-201-25-240-020 Police Department OE		159.00		159.00
6451 - CONSTELLIS, LLC	PO 39808 2025 VEHICLE MAINTENANCE - CONTRACT		79,094.16	
01-201-26-315-020 Public Works Vehicle Maintenance OE		79,094.16		79,094.16
959 - DAN PIENCIAK	PO 39896 TAI CHI CHIH CLASS INSTRUCTION		480.00	
01-201-28-372-020 Senior Citizens Programs OE		480.00		480.00
4918 - DENTAL SERVICES ORGANIZATION, INC.	PO 39689 2025 DENTAL PREMIUMS - 85A160		6,013.21	
01-201-23-220-020 Employee Group Insurance OE		6,013.21		6,013.21
10225 - DRAKE UNIVERISTY	PO 40356 Drake University The Ray Center 2507 Uni		320.00	
01-201-25-240-020 Police Department OE		320.00		320.00
7413 - DYNAMIC EARTH, LLC	PO 39563 PROFESSIONAL ENVIRONMENTAL CONSULTING SE		4,500.00	
01-203-20-165-020 (2024) Engineering Services OE		4,500.00		4,500.00
8284 - EAST COAST EMERGENCY LIGHTING, INC.	PO 40196 2020 present ford interceptor suv combin		636.00	
01-201-25-240-020 Police Department OE		636.00		636.00
8666 - EDWARD BRAKNA	PO 39901 CERAMICS INSTRUCTION		1,260.00	
01-201-28-372-020 Senior Citizens Programs OE		1,260.00		1,260.00
9467 - EMS CONSULTING SERVICES	PO 39766 2025 EMS Billing		6,631.96	
01-201-25-253-020 EMS OE		6,631.96		6,631.96
6233 - FOX ROTHSCHILD LLP	PO 38770 LEGAL COUNSEL TO REPRESENT FORMER POLICE		1,221.48	
01-203-20-155-020 (2024) Legal Services OE		1,221.48		1,221.48
9274 - FUN EXPRESS LLC	PO 39796 Crafts, party supplies and summer readin		36.99	
01-201-29-390-020 Education Municipal Library OE		36.99		36.99
1476 - GALLS, INC.	PO 39688 PISM uniforms Grace, Phillips, Bascom		2,062.35	
01-201-25-240-020 Police Department OE		2,062.35		
	PO 40238 FlexFit proformance caps		1,674.00	
01-201-25-240-020 Police Department OE		1,674.00		3,736.35
309 - GANNETT NEW YORK-NEW JERSEY LOCAL I	PO 40412 Revised 2025 Meeting Schedule		104.32	
01-201-20-120-020 Municipal Clerk OE		104.32		
	PO 40450 2025 Municipal Budget		350.00	
01-201-20-120-020 Municipal Clerk OE		350.00		454.32
9178 - GEESE CHASERS	PO 40202 2025 GEESE MANAGEMENT OF WESLEY LAKE		758.35	
01-201-27-335-020 Environmental/Shade Tree Services OE		758.35		758.35

List of Bills - (All Funds)

Meeting Date: 05/12/2025 For bills from 04/22/2025 to 05/07/2025

Vendor	Description	Account	PO Payment	Check Total
5076 - Gen-EI Safety & Industrial Products	PO 39672 20-022-0617-000 Sensor, Oxygen , MicroRA		2,510.15	
01-203-42-341-020 (2024) Interlocal - TNSA - Special OPS		826.56		
01-203-42-340-020 (2024) Interlocal - Neptune FD Calibration		1,000.00		
01-203-44-997-020 (2024) Capital Outlay - Public Safety		683.59		2,510.15
1517 - GENE J. ANTHONY, ESQ.	PO 39778 2025 SPECIAL COUNSEL/RENT LEVELING BOARD		14,993.20	
01-201-20-155-020 Legal Services OE		14,993.20		14,993.20
9811 - GENERAL PLUMBING SUPPLY INC	PO 39736 Draw down for materials - plumbing repai		10.24	
01-201-28-375-020 Maintenance of Parks OE		10.24		
	PO 39736 Draw down for materials - plumbing repai		17.25	
01-201-28-375-020 Maintenance of Parks OE		17.25		27.49
7276 - GLENCO SUPPLY INC	PO 40297 Draw for Misc Sign and Paint Supplies		340.00	
01-201-26-290-020 Streets and Road Maintenance OE		340.00		340.00
6317 - HOME DEPOT CREDIT SERVICES	PO 39821 Drawdown for Supplies		26.20	
01-201-26-290-020 Streets and Road Maintenance OE		26.20		
	PO 39821 Drawdown for Supplies		513.59	
01-201-26-290-020 Streets and Road Maintenance OE		513.59		539.79
1812 - INGRAM BOOKS	PO 40304 Titles to be Vouchered		4,893.15	
01-201-29-390-020 Education Municipal Library OE		4,893.15		4,893.15
10232 - INK CREATIVE STRATEGIES	PO 40445 2025 PUBLIC RELATIONS FIRM		1,800.00	
01-201-30-412-020 Publicity & Tourism OE		1,800.00		1,800.00
5032 - Institute for Forensic Psychology	PO 40068 Psychological Evaluations - EMT		1,800.00	
01-201-20-105-020 Human Resources OE		1,800.00		1,800.00
1824 - INSTITUTE FOR PROFESSIONAL	PO 40403 MICHELE NARCISO - JUNE 4TH - AVOIDING TH		100.00	
01-201-20-145-020 Revenue Administration OE		100.00		100.00
1829 - INTERFAITH NEIGHBORS	PO 40377 FOOD SUPPLIES FOR MENS/WOMENS BREAKFAST/		240.00	
01-201-28-372-020 Senior Citizens Programs OE		240.00		240.00
5895 - J. RANDY BISHOP	PO 40105 REIMBURSE FOR MATERIALS AND SUPPLIES		27.99	
01-201-28-372-020 Senior Citizens Programs OE		27.99		27.99
1964 - JERSEY CENTRAL POWER & LIGHT	PO 39742 2025 STREET LIGHTING		1,018.88	
01-201-31-435-020 Street Lighting OE		1,018.88		1,018.88
1964 - JERSEY CENTRAL POWER & LIGHT	PO 39743 2025 ELECTRICITY CHARGES		10,428.44	
01-201-31-430-020 Electricity OE		10,428.44		10,428.44
6219 - JOSEPH FAZZIO WALL LLC	PO 39964 Rundown for Materials		12.74	
01-201-26-290-020 Streets and Road Maintenance OE		12.74		12.74
10026 - JULIAN F GORELLI ESQ	PO 40328 LEGAL SERVICES FOR MICHAEL O REID V NEPT		1,280.00	
01-201-20-155-020 Legal Services OE		1,280.00		1,280.00

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Vendor	Description	Account	PO Payment	Check Total
2189 - KENCOR INC	PO 40364 2025 ELEVATOR MONTHLY MAINTENANCE		742.88	
01-201-26-310-020 Buildings and Grounds OE		742.88		742.88
10235 - KRISTA I NEWMAN	PO 40463 Krista I Newman & Andrew J Thomas, 428 M		1,869.63	
		1,869.63		1,869.63
2322 - LEON S. AVAKIAN, INC.	PO 40146 2025 GENERAL PLANNING		3,075.00	
01-201-20-165-020 Engineering Services OE		3,075.00		3,075.00
8632 - LIFE SUPPORT TRAINING	PO 39650 EMT Course for Volunteer Brody Timpone (2,500.00	
01-203-25-254-020 (2024) Volunteer Recruitment & Retention Prog		2,500.00		2,500.00
8549 - LINDSAY OKUSZKI	PO 39915 REIMBURSE FOR MISCELLANEOUS EXPENSES/SU		175.40	
01-201-28-372-020 Senior Citizens Programs OE		175.40		175.40
6243 - LYNN PEAVEY COMPANY	PO 40258 Heat seal evidence bags, basic fingerpri		628.83	
01-201-25-240-020 Police Department OE		628.83		628.83
8278 - MARAZITI FALCON LLP	PO 39962 2025 REDEVELOPMENT ATTORNEY PER RES 25-0		9,781.85	
01-201-20-155-020 Legal Services OE		9,781.85		9,781.85
10224 - MARK SAFRANKO	PO 40427 Writer's Workshop 2 hours		400.00	
01-295-55 RESERVE FOR STATE LIBRARY AID		400.00		400.00
5070 - Mauro Baldanza	PO 40432 2025 WILDFIRE TTX EVALUATOR		400.00	
01-201-25-252-020 Office of Emergency Management OE		400.00		400.00
7774 - HAZZA MULCH INC	PO 40399 Black Mulch		500.00	
01-201-28-375-020 Maintenance of Parks OE		500.00		
	PO 40399 Black Mulch		345.00	
01-201-28-375-020 Maintenance of Parks OE		345.00		
	PO 40399 Black Mulch		750.00	
01-201-28-375-020 Maintenance of Parks OE		750.00		1,595.00
9847 - METROPOLITAN LIFE INSURANCE COMPANY	PO 39788 2025 DISABILITY PREMIUMS - ACCOUNT 53862		875.33	
01-201-23-220-020 Employee Group Insurance OE		875.33		875.33
2624 - MGL PRINTING SOLUTIONS	PO 40340 WHITE TAX SALE CERTIFICATES		20.00	
01-201-20-145-020 Revenue Administration OE		20.00		
	PO 40359 11" Filler Sheet 250PK		338.00	
01-201-20-100-020 General Admin OE		338.00		358.00
10055 - MICHAEL CAMPBELL	PO 40408 2025 GOOSE CONTROL FLETCHER LAKE		1,250.00	
01-201-27-335-020 Environmental/Shade Tree Services OE		1,250.00		1,250.00
2644 - MICHAEL G. CELLI, JR.	PO 39773 2025 SPECIAL COUNSEL INCLUSIJE OF TAX A		5,427.00	
01-201-20-155-020 Legal Services OE		5,427.00		
	PO 39774 2025 RCA/SHADE TREE ATTORNEY PER RES 25-		1,444.50	
01-201-20-155-020 Legal Services OE		1,444.50		6,871.50

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Vendor	Description	Account	PO Payment	Check Total
9519 - MODERN GROUP	PO 40120 TH Gen not serviced in years, control sc		4,676.04	
01-201-26-310-020 Buildings and Grounds OE		4,676.04		4,676.04
10238 - MOISE CONTRANT	PO 40506 Moise Contrant & Robine Phillips, 32 Blu		2,219.73	
		2,219.73		2,219.73
9989 - MONMOUTH MUNICIPAL JUDGES ASSOC	PO 40524 Annual Municipality Dues 2025		200.00	
01-201-43-490-020 Municipal Court OE		200.00		200.00
2757 - MONMOUTH COUNTY TREASURER	PO 40177 B Taylor, Bartlett MOI 4/2-9/25		600.00	
01-201-25-240-020 Police Department OE		600.00		600.00
10006 - MONMOUTH COUNTY TREASURER	PO 40414 2025 911 SHARED SERVICE FEE		460,073.00	
01-201-42-240-020 Interlocal - Police Department OE		460,073.00		
	PO 40415 2025 CRS SHARED SERVICE FEE		1,875.00	
01-201-42-240-020 Interlocal - Police Department OE		1,875.00		461,948.00
2907 - N J GRAVEL & SAND CO	PO 40100 Drawdown for landscape materials		143.36	
01-201-28-375-020 Maintenance of Parks OE		143.36		143.36
8580 - NICOLE FRANCHINO	PO 39897 CHAIR YOGA INSTRUCTION		240.00	
01-201-28-372-020 Senior Citizens Programs OE		240.00		
	PO 39898 BALANCE & FLEXIBILITY INSTRUCTION		420.00	
01-201-28-372-020 Senior Citizens Programs OE		420.00		
	PO 39899 STANDING STRONG INSTRUCTION		480.00	
01-201-28-372-020 Senior Citizens Programs OE		480.00		
	PO 39900 SHAPING UP/SITTING DOWN INSTRUCTION		420.00	
01-201-28-372-020 Senior Citizens Programs OE		420.00		
	PO 40382 SHAPING UP/SITTING DOWN INSTRUCTION		360.00	
01-201-28-372-020 Senior Citizens Programs OE		360.00		
	PO 40383 BALANCE & FLEXIBIITY INSTRUCTION		360.00	
01-201-28-372-020 Senior Citizens Programs OE		360.00		2,280.00
10207 - NJ ASSOCIATION OF FORENSIC SCIENTISTS	PO 40245 NJ Assoc of Forensic Scientists PO Box 9		360.00	
01-201-25-240-020 Police Department OE		360.00		360.00
10153 - NJ CRIME SCENE INVESTIGATORS ASSOC	PO 39943 Berardi 124th Spring NJSP CSI Course		2,450.00	
01-201-25-240-020 Police Department OE		2,450.00		2,450.00
3161 - NJ NATURAL GAS	PO 39860 2025 CHARGES		10,965.92	
01-201-31-446-020 Natural Gas OE		10,965.92		10,965.92
9563 - NJ STATE TREASURER	PO 40428 2025 Police Bicycle Patrol Course JJTA S		375.00	
01-201-25-240-020 Police Department OE		375.00		
	PO 40429 2025 Police Bicycle Patrol Course JJTA S		375.00	
01-201-25-240-020 Police Department OE		375.00		750.00
5938 - NJEMA	PO 40393 NJEMA 2025 EMERGENCY MANAGEMENT SYMPOSIU		340.00	
01-201-25-252-020 Office of Emergency Management OE		340.00		340.00
5938 - NJEMA	PO 40552 NJCEM APPLICATION FEE - C LANGER		100.00	
01-201-25-252-020 Office of Emergency Management OE		100.00		100.00

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Vendor	Description	Account	PO Payment	Check Total
9521 - NJHIA	PO 40354 30th Annual Advanced Homicide Investigat		1,400.00	
01-201-25-240-020 Police Department OE		1,400.00		1,400.00
5360 - NJLM	PO 39673 Orientation for Municipal Officials That		130.00	
01-203-20-100-020 (2024) General Admin OE		130.00		130.00
5360 - NJLM	PO 40210 Job Posting - Construction Official		275.00	
01-201-20-105-020 Human Resources OE		275.00		275.00
5360 - NJLM	PO 40309 Job Posting - Township Administrator		275.00	
01-201-20-105-020 Human Resources OE		275.00		275.00
3227 - NJSACOP	PO 40201 Pre-Employment Background Investigations		598.00	
01-201-25-240-020 Police Department OE		598.00		
	PO 40346 NJ Internal Affairs Invest Program - Bal		449.00	
01-201-25-240-020 Police Department OE		449.00		
	PO 40347 Front Line Supervision Program 2025 NJSA		2,400.00	
01-201-25-240-020 Police Department OE		2,400.00		
	PO 40349 ABC Enforcement Techniques for Law Enfor		300.00	
01-201-25-240-020 Police Department OE		300.00		3,747.00
9964 - NRG BUSINESS MARKETING	PO 40092 2025 CHARGES		157.69	
01-201-31-446-020 Natural Gas OE		157.69		157.69
7438 - NW FINANCIAL GROUP, LLC	PO 39879 2024 FINANCIAL ADVISORY SERVICES		2,000.00	
01-203-20-130-020 (2024) Financial Admin OE		2,000.00		2,000.00
3289 - OCEAN GROVE CHAMBER OF COMMERCE	PO 40271 SUBLEASE FOR 39 PILGRIM PATHWAY TOURISM		5,550.00	
01-201-30-412-020 Publicity & Tourism OE		5,550.00		5,550.00
580 - OPTIMUM	PO 39780 2025 CHARGES		3,390.23	
01-201-31-450-020 Telecommunications Costs OE		3,390.23		3,390.23
9677 - FANGARO TRAINING AND MANAGEMENT	PO 40175 2-Day FTO Course 4/7-8/25 OCPA DePalma		299.00	
01-201-25-240-020 Police Department OE		299.00		299.00
1194 - PAYMENT PROCESSING CENTER	PO 40295 Rosetta Stone Database		2,717.00	
01-201-29-390-020 Education Municipal Library OE		2,717.00		2,717.00
3420 - PEDRONI FUEL CO.	PO 39760 2025 FUEL		22,779.76	
01-201-31-460-020 Gasoline OE		22,779.76		22,779.76
3511 - PREVENTION SPECIALISTS INC.	PO 40194 DOT Clearinghouse Service		225.00	
01-201-20-105-020 Human Resources OE		225.00		
	PO 40209 NON DOT Drug Tests February 2025		584.00	
01-201-20-105-020 Human Resources OE		584.00		809.00
9126 - READY REFRESH BY NESTLE	PO 39782 2025 WATER COOLER RENTALS		1,079.06	
01-201-26-310-020 Buildings and Grounds OE		1,079.06		1,079.06

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Vendor	Description	Account	PO Payment	Check Total
9302 - REMINGTON & VERNICK ENGINEERS I 01-201-20-165-020 Engineering Services OE	PO 39829 2025 INTERIM TOWNSHIP ENGINEER PER RES 2	24,900.50	24,900.50	24,900.50
10241 - ROBERT FUSCO 01-194-16-500 MRNA	PO 40522 REFUND	36.00	36.00	36.00
3832 - RUTGERS YOUTH SPORTS RESEARCH COUNC 01-201-28-370-020 Recreation Services and Programs OE	PO 40222 Coaches SAFETY Clinic registrations & ca	1,005.00	1,005.00	1,005.00
6039 - RUTGERS, THE STATE UNIVERSITY OF NJ 01-201-26-300-020 Other Public Works Functions OE	PO 40505 2025 NJ Clean Communities Certification	299.00	299.00	299.00
8256 - SCHENCK, PRICE, SMITH & KING LLP 01-203-20-155-020 (2024) Legal Services OE	PO 38664 DAVIS, GONZALEZ & SAVAGE	34.65	34.65	34.65
7533 - SHI INTERNATIONAL CORP 01-201-20-140-020 MIS OE	PO 40327 WASABI - RCS - OVERCHARGE	25.28	25.28	25.28
3989 - SHOPRITE 01-201-28-372-020 Senior Citizens Programs OE	PO 39883 FOOD SUPPLIES, PAPER GOODS, ETC.	30.97	30.97	30.97
3989 - SHOPRITE 01-201-28-372-020 Senior Citizens Programs OE	PO 40379 FOOD SUPPLIES, PAPER GOODS, ETC.	334.76	334.76	334.76
7864 - SHORE CUSTOMS 01-201-26-290-020 Streets and Road Maintenance OE	PO 40388 Labor remove wiring/relays for computer	1,620.00	1,620.00	1,620.00
4015 - SIGNS SEALED & DELIVERED 01-201-20-120-020 Municipal Clerk OE	PO 40442 2025 MAGNETIC SIGNS	225.00	225.00	225.00
10233 - SOUTHERN NJ CHAPTER OF THE 01-201-20-150-020 Tax Assessment Admin OE	PO 40447 Appraisal class for Dawn and George	90.00	90.00	90.00
9144 - SPLASH LAB EXPERIENCE 01-295-55 RESERVE FOR STATE LIBRARY AID	PO 40046 Five children's slime/painting/tie dyein	317.24	317.24	317.24
5676 - STAPLES BUSINESS ADVANTAGE 01-201-22-205-020 Mercantile Licensing OE	PO 39706 OFFICE SUPPLIES	147.11	147.11	
01-201-20-130-020 Financial Admin OE	PO 39864 2025 OFFICE SUPPLIES	617.34	669.67	
01-201-20-100-020 General Admin OE		52.33		816.78
7640 - STATE OF NJ TOXICOLOGY LABORATORY 01-203-25-240-020 (2024) Police Department OE	PO 38986 Drug testing, applicants, random, etc	1,035.00	1,035.00	1,035.00
4133 - STAVOLA ASPHALT CO 01-201-26-290-020 Streets and Road Maintenance OE	PO 39801 Draw for Asphalt	124.37	124.37	
01-201-26-290-020 Streets and Road Maintenance OE	PO 39801 Draw for Asphalt	584.67	584.67	709.04

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Vendor	Description	Account	PO Payment	Check Total
9459 - STUCK UP STICKER COMPANY	PO 40407 full color printed vinyl decals std nept		281.60	
01-201-25-240-020 Police Department OE		281.60		281.60
4951 - TEAM LIFE	PO 39851 2025 Team Life Supplies (AED Supplies)		100.00	
01-201-25-253-020 EMS OE		100.00		100.00
9093 - TECHN-PRO ELECTRIC, LLC	PO 40375 2025 STREET LIGHT REPAIRS		553.75	
01-201-31-435-020 Street Lighting OE		553.75		553.75
7418 - TENA LAFFEY	PO 39895 FINE ARTS PAINTING AND CREATIVE EXPRESSI		500.00	
01-201-28-372-020 Senior Citizens Programs OE		500.00		500.00
8478 - TERRESTRIAL IMAGING, LLC	PO 40411 QUOTE 9339-5782/9074		1,276.98	
01-201-42-247-020 Interlocal - ANSWER Team OE		1,276.98		1,276.98
9389 - THREE PINES NURSERY	PO 40093 2025 BEAUTIFICATION PROJECT FOR THE WAR		500.00	
01-201-28-375-020 Maintenance of Parks OE		500.00		500.00
4465 - TREASURER, STATE OF NEW JERSEY	PO 40510 2025 SOLID WASTE ECONOMIC REGULATION - N		600.00	
01-201-26-305-020 Solid Waste Collection OE		600.00		600.00
4465 - TREASURER, STATE OF NEW JERSEY	PO 40511 2025 SITE REMEDIATION PERMIT FEE MIDTOWN		575.00	
01-201-28-375-020 Maintenance of Parks OE		575.00		575.00
9446 - TRITON TRAINING GROUP LLC	PO 40373 AR15/M4 Armorer Course Taylor, Maher, Gu		1,200.00	
01-201-25-240-020 Police Department OE		1,200.00		1,200.00
5112 - UPS	PO 39859 2025 CHARGES		40.76	
01-201-20-130-020 Financial Admin OE		40.76		40.76
9963 - VERIZON	PO 39781 2025 charges		72.34	
01-201-31-450-020 Telecommunications Costs OE		72.34		72.34
9221 - VERIZON	PO 40094 2025 GPS CHARGES		360.05	
01-201-31-450-020 Telecommunications Costs OE		360.05		360.05
4604 - VERIZON WIRELESS	PO 39857 2025 CELL PHONE CHARGES		7,542.99	
01-201-31-440-020 Telephone OE		7,542.99		7,542.99
5436 - VIRTUAL F/X	PO 40179 Repair graphics to patrol car #23		125.00	
01-201-25-240-020 Police Department OE		125.00		125.00
6248 - VISUAL COMPUTER SOLUTIONS, INC.	PO 40348 VCS Evolution Exchange Conference June 1		747.00	
01-201-25-240-020 Police Department OE		747.00		747.00
4886 - W.B. MASON CO. INC.	PO 40049 office supplies: binders, pens, labels,		416.10	
01-201-27-330-020 Public Health Services OE		416.10		
	PO 40169 General Office Supplies, ink, pens, pape		377.67	
01-201-25-240-020 Police Department OE		377.67		

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Vendor	Description	Account	PO Payment	Check Total
	PO 40274 Office Supplies		222.54	
01-201-20-100-020 General Admin OE		222.54		
	PO 40326 OFFICE SUPPLIES		863.16	
01-201-28-372-020 Senior Citizens Programs OE		863.16		
	PO 40326 OFFICE SUPPLIES		25.44	
01-201-28-372-020 Senior Citizens Programs OE		25.44		
	PO 40420 General Office supplies, ie, pens, paper		206.16	
01-201-25-240-020 Police Department OE		206.16		
	PO 40420 General Office supplies, ie, pens, paper		387.77	
01-201-25-240-020 Police Department OE		387.77		
	PO 40514 Avery Diamond Clear Secure Top Sheet Pro		95.20	
01-201-20-120-020 Municipal Clerk OE		95.20		2,594.04
4701 - WB LAW & SON, INC.	PO 39886 COFFEE, COCOA, TEA & SUPPLIES		235.28	
01-201-28-372-020 Senior Citizens Programs OE		235.28		235.28
9750 - WILLIAM ROSEN	PO 40106 2025 NJEPA CONFERENCE REIMBURSEMENT - ME		107.96	
01-201-25-252-020 Office of Emergency Management OE		107.96		107.96
8297 - WIRELESS ELECTRONICS, INC.	PO 39798 Removal of 3 Panasonic in car 4000 camer		600.00	
01-201-25-240-020 Police Department OE		600.00		600.00
Grant Fund				
5171 - ALL TRAFFIC SOLUTIONS	PO 40471 Mail PO to 3100 Research Dr. State Colle		18,657.00	
02-213-41-748-020 FY Edward Byrne Memorial JAG		18,657.00		18,657.00
1012 - DAWN THOMPSON	PO 38955 Reimbursement for event supplies		249.25	
02-213-41-711-400 Student Assistance Prevention		244.15		
02-213-41-711-600 Community Awareness & Events		5.10		249.25
10217 - FREDCO GROUP	PO 40298 SAND SILT DRAINAGE		43,500.00	
02-213-41-808-020 NJDCA Sunshine Village Improvement Grant		43,500.00		43,500.00
9408 - NJDFW	PO 40402 Fish Stocking Permit Fee for stocking Ha		2.00	
02-213-41-711-600 Community Awareness & Events		2.00		2.00
7796 - SKY ZONE	PO 40555 Partial payment for Neptune's Fly With a		300.00	
02-213-41-711-020 MUNICIPAL ALLIANCE GRANT		300.00		300.00
7356 - UNISERV INCORPORATED	PO 40433 60 Cops vs Kids Basketball Shirts with s		631.50	
02-213-41-711-600 Community Awareness & Events		56.50		
02-213-41-711-020 MUNICIPAL ALLIANCE GRANT		575.00		631.50
TRUST OTHER				
8630 - BERNADETTE SHERMAN	PO 40401 Veterans Memorial Park Committee Dinner/		379.62	
		379.62		379.62
8732 - CAPTUREPOINT	PO 40133 Annual Subscription for Online Program R		3,300.00	
		3,300.00		3,300.00
6245 - CME ASSOCIATES	PO 38506 AFFORDABLE HOUSING ADMINISTRATIVE ASSIST		877.50	

List of Bills - (All Funds)

Meeting Date: 05/12/2025 For bills from 04/22/2025 to 05/07/2025

Vendor	Description	Account	PO Payment	Check Total
		877.50		877.50
10172 - DONNA HARGADON	PO 40104 ZB24/16 - BOARD ATTORNEY - HARGADON BLOC		178.00	
		178.00		178.00
10206 - HAROLD DALEY VFW POST 1333	PO 40257 Ad journal submission for VFW Centennial		100.00	
		100.00		100.00
2319 - INKWELL GLOBAL MARKETING	PO 40360 P800 11X15 Rosewood Plaque with cast bro		273.00	
		273.00		273.00
8278 - MARAZITI FALCON LLP	PO 39962 2025 REDEVELOPMENT ATTORNEY PER RES 25-0		17,367.20	
03-299-55-16 Reserve For Municipal Escrow		17,367.20		17,367.20
9424 - NEPTUNE JOINT VETERANS PARADE COMMITTEE	PO 40358 Full Page ad for the Memorial Day Parade		125.00	
		125.00		125.00
3227 - NJSACOP	PO 40292 Registration for NJSACOP June 23-26, 202		465.00	
		465.00		465.00
10086 - PENS.COM	PO 40098 ENGRAVED LOUIE MAGNETIC FLASHLIGHT KEYCH		441.94	
		441.94		441.94
3495 - POSITIVE PROMOTIONS INC	PO 40099 PER QUOTE #00390595		1,726.39	
		1,726.39		1,726.39
9660 - SPRING LAKE MANOR	PO 39935 VOLUNTEER APPRECIATION LUNCHEON - TUESDA		382.00	
		382.00		382.00
4122 - STATE OF NJ DEPT OF LABOR	PO 39837 1ST QTR 2024		1,199.92	
		1,199.92		1,199.92
10234 - WOODBRIDGE TOWNSHIP FIRE DIST NO 4	PO 40464 CARGO TRUCK		2,500.00	
		2,500.00		2,500.00
General Capital				
783 - CIVIL SOLUTIONS	PO 37136 ENGINEERING SERVICES FOR THE 2023 ROAD I		10,150.00	
04-215-55-921-020 Ord 23-24 2023 Road Improv Program		10,150.00		10,150.00
6245 - CME ASSOCIATES	PO 32002 As per resolution of award 20-339/ Copy		614.11	
04-215-55-974-020 Ord 18-06/21-14 Imp to JB Road		614.11		
	PO 38200 PROFESSIONAL SERVICES RELATED TO 2024 N		222.50	
04-215-55-923-020 Ord 24-06 Atkins Ave Pedestrian Improvements		222.50		836.61
9999 - CURRENT ELEVATOR TECHNOLOGY	PO 38505 ELEVATOR MODERNIZATION PER RES 24-216 NO		157,904.46	
04-215-55-960-020 Ord 23-44 Various ADA Improvements Munic Comp		78,791.00		
04-215-55-960-020 Ord 23-44 Various ADA Improvements Munic Comp		79,113.46		157,904.46
1037 - DELL COMPUTERS	PO 40322 QUOTES 3000186267295.2, 3000186266852.1,		70,645.17	

List of Bills - (All Funds)

Meeting Date: 05/12/2025 For bills from 04/22/2025 to 05/07/2025

Vendor	Description	Account	PO Payment	Check Total
04-215-55-932-020	Ord 24-24 Munic Tech Improv & Sec Upgrad	70,645.17		70,645.17
9482 - INTEGRITY ELECTRIC INC	PO 39092 ELECTRICAL WORK FOR INSTALLATION OF HAND		998.50	
04-215-55-918-020	Ord 22-32 Improvements Various Municipal Faci	998.50		998.50
7967 - P & A CONSTRUCTION	PO 38768 2023 ROAD IMPROVEMENT PROGRAM PER RES 24		29,916.57	
04-215-55-921-020	Ord 23-24 2023 Road Improv Program	29,916.57		29,916.57
4735 - WILENTZ, GOLDMAN & SPITZER	PO 40451 PREP OF BOND ORD		19,233.40	
04-215-55-915-020	Ord 23-13/23-10/22-23 Electric Garbage Truck	3,805.08		
04-215-55-917-020	Ord 22-31 Acquisition Vehicles & Equipment	1,902.54		
04-215-55-916-020	Ord 22-30 2022 Road Program	208.00		
04-215-55-925-020	Ord 22-07 Neptune Blvd Roadway	1,902.54		
04-215-55-933-020	Ord 24-25 Acquis of Vehicles & Equipment	1,902.54		
04-215-55-959-020	Ord 23-25 Var Improv Bert Willis Fields	1,902.54		
04-215-55-921-020	Ord 23-24 2023 Road Improv Program	1,902.54		
04-215-55-927-020	Ord 23-28 Improvements to Var Parks	1,902.54		
04-215-55-956-020	Ord 23-27 Var Imp to Munic Complex	1,902.54		
04-215-55-920-020	Ord 22-35/22-47 Welsh Farms Site Remediation	1,902.54		19,233.40
Sewer Operating Fund				
783 - CIVIL SOLUTIONS	PO 35075 ENGINEERING SERVICES RELATING TO NORTH I		1,943.50	
07-201-55-501-020	Utility Operating OE	1,943.50		1,943.50
6451 - CONSTELLIS, LLC	PO 39808 2025 VEHICLE MAINTENANCE - CONTRACT		43,514.52	
07-201-55-501-020	Utility Operating OE	43,514.52		43,514.52
1606 - GRAINGERS	PO 40564 Air Release valve Item #5LYL0		979.35	
07-201-55-501-020	Utility Operating OE	979.35		979.35
1824 - INSTITUTE FOR PROFESSIONAL	PO 40403 MICHELE NARCISO - JUNE 4TH - AVOIDING TH		50.00	
07-201-55-501-020	Utility Operating OE	50.00		50.00
2624 - MGL PRINTING SOLUTIONS	PO 40340 WHITE TAX SALE CERTIFICATES		320.00	
07-201-55-501-020	Utility Operating OE	320.00		320.00
5932 - ONE CALL CONCEPTS INC	PO 39834 One call messages for 2025		416.10	
07-201-55-501-020	Utility Operating OE	416.10		416.10
9126 - READY REFRESH BY NESTLE	PO 39782 2025 WATER COOLER RENTALS		23.59	
07-201-55-501-020	Utility Operating OE	23.59		23.59
5676 - STAPLES BUSINESS ADVANTAGE	PO 39706 OFFICE SUPPLIES		283.81	
07-201-55-501-020	Utility Operating OE	283.81		283.81
4420 - TWP OF NEPTUNE SEWERAGE AUTHORITY	PO 40220 1ST QUARTER 2025 BILLING		944,889.75	
07-201-55-505-020	TNSA Annual Charge	944,889.75		944,889.75
4572 - USA BLUE BOOK	PO 40477 Reinforced leather gloves		1,435.70	
07-201-55-501-020	Utility Operating OE	1,435.70		1,435.70

List of Bills - (All Funds)

Meeting Date: 05/12/2025 For bills from 04/22/2025 to 05/07/2025

Vendor	Description	Account	PO Payment	Check Total
8083 - WEST MARINE PRO	PO 40484 Riptide 40/SC/T Trolling Motor 30" Shaft		268.79	
07-201-55-501-020 Utility Operating OE		268.79		268.79
4735 - WILENTZ, GOLDMAN & SPITZER	PO 40451 PREP OF BOND ORD		9,509.26	
07-203-55-501-020 (2024) Utility Operating OE		9,509.26		9,509.26
Sewer Capital Fund				
783 - CIVIL SOLUTIONS	PO 35075 ENGINEERING SERVICES RELATING TO NORTH I		4,307.50	
08-215-55-583-020 Ord 22-36 Riley Rd Pump Station Storage Facil		4,307.50		4,307.50
1181 - EARLE ASPHALT COMPANY	PO 38201 9TH AVENUE SEWER REHABILITATION AND REP		43,012.53	
08-215-55-582-020 Ord 22-34 2022 Bradley Park Sewer Replacement		43,012.53		43,012.53
4735 - WILENTZ, GOLDMAN & SPITZER	PO 40451 PREP OF BOND ORD		1,600.00	
08-215-55-579-020 Ord 22-14 Sixth Ave Sewer Replacement		400.00		
08-215-55-582-020 Ord 22-34 2022 Bradley Park Sewer Replacement		400.00		
08-215-55-575-020 Ord 23-14/21-32 Phase II Sewer Utility PW Fac		400.00		
08-215-55-576-020 Ord 23-26 Wells Brook Sewer Easement		400.00		1,600.00
Marina Operating Fund				
10205 - BUTTS TICKET SYSTEMS	PO 40230 FLOWBIRD CWT S4+ CREDIT/DEBIT READER		8,496.75	
09-201-55-512-020 Capital Outlay		8,496.75		8,496.75
7401 - KELLY ELECTRIC	PO 39981 Electrical Switch Replacement		125.00	
09-201-55-501-020 Utility Operating OE		125.00		125.00
2492 - MARINE TRADES ASSOCIATION	PO 40418 04/01/2025 - 03/31/2026 MEMBERSHIP DUES		395.00	
09-201-55-501-020 Utility Operating OE		395.00		395.00
10204 - NICK GATARZ	PO 40229 REFUND DOCKAGE FEES PER RES 25-146		600.00	
09-192-08-000 Revenue CAFR Total		600.00		600.00
3922 - SEABOARD WELDING	PO 40417 INSPECTION FIRE EXTINGUISHERS		1,291.00	
09-201-55-501-020 Utility Operating OE		1,291.00		1,291.00
DOG TRUST				
9434 - DR CARMEN LORENZO VMD	PO 40535 Dr. Lorenzon VMD, License Veternarian fo		450.00	
		450.00		450.00
3128 - NJ DEPT OF HEALTH AND SENIOR SERVIC	PO 39700 MONTHLY DOG LICENSE - DEC 2024		4.20	
		4.20		4.20
Library Trust				
3066 - NEW JERSEY LIBRARY ASSOC	PO 40313 Annual NJLA Membership Dues		150.00	
		150.00		150.00

List of Bills - (All Funds)

Meeting Date: 05/12/2025 For bills from 04/22/2025 to 05/07/2025

Vendor	Description	Account	PO Payment	Check Total
TOTAL				2,221,044.94
Total to be paid from Fund 01 Current Fund	774,638.56			
Total to be paid from Fund 02 Grant Fund	63,339.75			
Total to be paid from Fund 03 TRUST OTHER	29,315.57			
Total to be paid from Fund 04 General Capital	289,684.71			
Total to be paid from Fund 07 Sewer Operating Fund	1,003,634.37			
Total to be paid from Fund 08 Sewer Capital Fund	48,920.03			
Total to be paid from Fund 09 Marina Operating Fund	10,907.75			
Total to be paid from Fund 12 DOG TRUST	454.20			
Total to be paid from Fund 29 Library Trust	150.00			

				2,221,044.94

Checks Previously Disbursed

42825	TOWNSHIP OF NEPTUNE	Cash MARINA OPERATING	6,071.77	4/30/2025
42825	TOWNSHIP OF NEPTUNE	Cash GENERAL	856,043.21	4/30/2025
42825	TOWNSHIP OF NEPTUNE	Cash SEWER OPERATING	19,364.20	4/30/2025
42825	TOWNSHIP OF NEPTUNE	Cash FEDERAL AND STATE GRANTS	9,792.41	4/30/2025
120000025	HORIZON BLUE CROSS BLUE SHIELD NJ	PO# 39686 Dental Premiums acct# 493434495	6,928.44	4/30/2025

				898,200.03

Totals by fund	Previous Checks/Voids	Current Payments	Total

Fund 01 Current Fund	862,971.65	774,638.56	1,637,610.21
Fund 02 Grant Fund	9,792.41	63,339.75	73,132.16
Fund 03 TRUST OTHER		29,315.57	29,315.57
Fund 04 General Capital		289,684.71	289,684.71
Fund 07 Sewer Operating Fund	19,364.20	1,003,634.37	1,022,998.57
Fund 08 Sewer Capital Fund		48,920.03	48,920.03
Fund 09 Marina Operating Fund	6,071.77	10,907.75	16,979.52
Fund 12 DOG TRUST		454.20	454.20
Fund 29 Library Trust		150.00	150.00

BILLS LIST TOTALS	898,200.03	2,221,044.94	3,119,244.97
=====			

NEPTUNE TOWNSHIP

RESOLUTION 25-204

RESOLUTION OF SUPPORT FOR THE SUBMISSION OF APPLICATION TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (WELLS BROOK PEDESTRIAN TRAIL)

WHEREAS, the Township of Neptune is applying to the New Jersey Department of Transportation for Transportation Alternatives Set-Aside Program funding for the design and construction of the Wells Brook Pedestrian Trail; and

WHEREAS, the proposed project, "Wells Brook Pedestrian Trail," will provide a dedicated, off-road pedestrian facility that is ADA-compliant, enhances safety, promotes active transportation, and connects nearby neighborhoods to a local recreational area; and

WHEREAS, the trail will also support light-duty utility vehicle access, allowing the Township to maintain emergency access to critical sewer infrastructure along the corridor; and

WHEREAS, this project aligns with Neptune Township's goals of improving pedestrian access, promoting community connectivity, and supporting public health and quality of life; and

WHEREAS, the Township of Neptune affirms that it will assume full responsibility for ownership and maintenance of the Wells Brook Pedestrian Trail for the useful life of the project, as required under the Transportation Alternatives Set-Aside Program;

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Neptune hereby supports the submission of a grant application for the Wells Brook Pedestrian Trail to the New Jersey Department of Transportation under the Transportation Alternatives Set-Aside Program; and

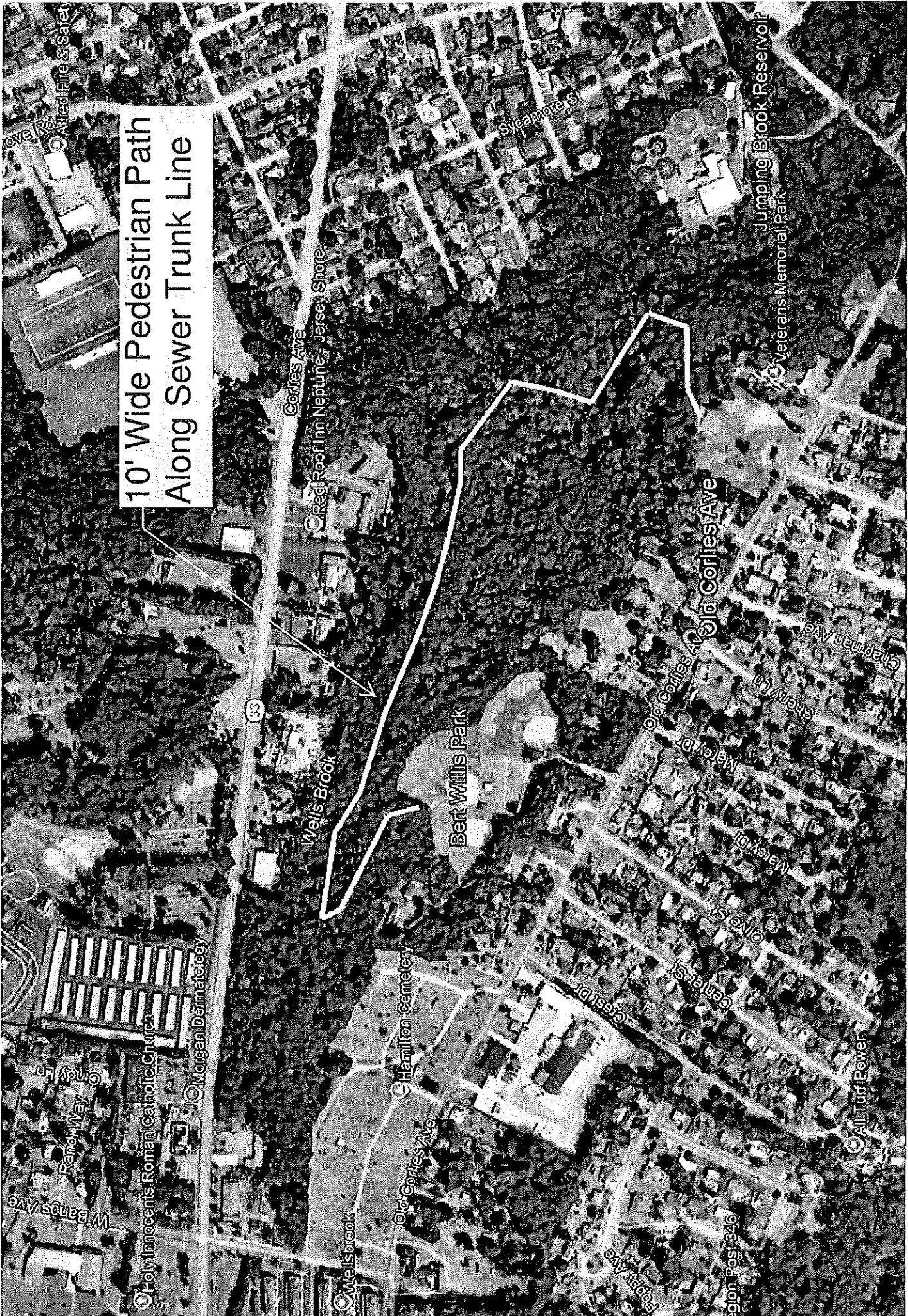
BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to execute any and all documents necessary and related to the submission of said grant application or grant agreement.

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk

10' Wide Pedestrian Path
Along Sewer Trunk Line



Wells Brook Pedestrian Trail

TOWNSHIP OF NEPTUNE

RESOLUTION 25-205

AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT WITH THE NEPTUNE TOWNSHIP BOARD OF EDUCATION FOR SCHOOL RESOURCE OFFICERS

WHEREAS, the Township of Neptune and the Neptune Township Board of Education, mindful of their duties and responsibilities to protect and maintain the public health, safety and welfare of its inhabitants, find it necessary to arrange for the placement and reimbursement of up to two (2) School Resource Officers at Neptune Township Public Schools; and,

WHEREAS, the Township and Board have determined that their best interests would be served by enjoying the benefits and sharing the costs of two Special Law Enforcement Officers – Class II contributing to the daily activities of students; and,

WHEREAS, the Township of Neptune and the Neptune Township Board of Education desire to enter into an Shared Service agreement pursuant to N.J.S.A. 40A:65-1 et seq. for the Township and Board to cooperatively participate in this project; and,

WHEREAS, the Township will be responsible for assigning police officers as School Resource Officers and the Board will pay the Township the sum of \$25,000.00 annually to partially defray the salary, benefits and insurance of said officers,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes the execution of a Shared Service Agreement with the Neptune Township Board of Education, a copy of which is on file in the Office of the Municipal Clerk, providing for the assignment of up to two (2) School Resource Officers and a contribution by the Board to the Township in the amount of \$25,000.00 annually for a term July 1, 2025 through June 1, 2027 school years; and,

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

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk

**SHARED SERVICE AGREEMENT BETWEEN THE NEPTUNE TOWNSHIP
BOARD OF EDUCATION AND NEPTUNE TOWNSHIP FOR SCHOOL
RESOURCE OFFICERS**

This Agreement is entered into this _____ day of _____, 20____,
between,

The **NEPTUNE TOWNSHIP BOARD OF EDUCATION**, a Municipal Corporation of the State of New Jersey, with principal offices located at 60 Neptune Blvd., Neptune Township, New Jersey 07753,

hereinafter referred to as the **"Board"** and

The **TOWNSHIP OF NEPTUNE**, a Municipal Corporation of the State of New Jersey, with principal offices located at 25 Neptune Blvd., Neptune Township, New Jersey 07753,

hereinafter referred to as the **"Township"** and

together referred to as the **"Parties."**

WHEREAS, pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 through 40A:65-35, which authorizes joint activities among municipalities and other Local Units as defined by the "Act" and was enacted with the intent to facilitate and promote Shared Services Agreements, the parties hereby desire to enter into such an Agreement; and

WHEREAS, it is in the best interest of both the Board and the Township to share certain services, rather than to hire or contract out for said services individually; and

WHEREAS, This Agreement represents and incorporates the documents, roles, responsibilities and expectations of Neptune Township Police Department that pertains to SLEO II's assigned to the Neptune School System with this Agreement stipulating the program's purpose, role, responsibility and requirement for information sharing and supervision of SLEO II's; and

WHEREAS, the goal of this Agreement and the placement of SLEO II's in the Neptune School System is to:

1. Increase the ability to gather and analyze useful and timely information about crime and fear of crime in the Neptune School System in accordance with applicable privacy laws.
2. Increase the ability to reduce and prevent different kinds of crime in and around the schools, and prevent unnecessary law enforcement involvement in non-criminal student misbehavior. Also, improve the quality of life for all

persons in the schools, thereby promoting a safer environment that is conducive for learning.

3. Increase understanding of how to effectively interact with youth.
4. Establish and implements SLEO II's roles and responsibilities, including an understanding that school code of conduct violations and routine discipline of students remains the responsibility of school administrators and that law enforcement actions (arrests, etc.) are only to be used as a last resort for incidents that involve criminal behavior or when it becomes necessary to protect the safety of students, faculty and staff from the threat of immediate harm.
5. Increase ability to properly respond to school safety threats.
6. Participate in planning and exercises related to the development and updating of the school safety and security plans; and

WHEREAS, the governing bodies of the Township and the Board have duly adopted a Resolution authorizing the entering into this Shared Services Agreement pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1.

NOW, THEREFORE, the Board and the Township hereby agree as follows:

1. Nature and Extent of Services:
 - a. The Township will provide up to two (2) SLEO II's, during the set school year, normally September through June annually, at the Neptune Township High School and Neptune Township Middle School. The SLEO II's will provide school-based Police services to the Neptune Board of Education schools as stipulated in Special Memorandum AG-20-1 dated January 28, 2020.
 - b. The SLEO II's will not respond to or be responsible for requests to resolve routine discipline problems involving students unless the violation or misbehavior involves criminal conduct. Administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators.
 - c. The SLEO II's require a secure work space to conduct interviews and maintain confidential information and/or working with school administrators in identifying problems.
 - d. It is imperative that school administration and staff cooperate with Police investigations and any subsequent actions related to a crime or criminal activity on school property.
 - e. SLEO II's will require access to Power School computer programs maintained by the Neptune School System, any and all computer programs, databases and camera systems needed to perform their duties, including but not limited to Power School and the Lenel System, in accordance with applicable privacy laws.
 - f. SLEO II assignments for subsequent years will be contingent as agreed upon between the Township and the Board of Education.

2. Standards and Allocation of Responsibility:

Services shared by the Township and the Board shall be in accordance with the standards, policies and direction utilized in the type of services provided.

3. Consideration:

The Township shall provide the above-stated services according to the following annual fee schedule: \$25,000.00 per school year.

4. Duration of Agreement:

The term of this Shared Service Agreement shall be July 1, 2025 through June 30, 2027.

5. Arbitration: Any controversy or claim arising out of or relating to this Agreement or a breach thereof shall be settled pursuant to the laws of the State of New Jersey by arbitration in accordance with the Rules that exist in the American Arbitration Association or similar Arbitrator and judgment upon an award rendered pursuant to such arbitration maybe entered into in any court in the State of New Jersey.

6. Insurance: The parties hereby agree that the Township and the Board shall maintain liability and property insurance to the extent affected by the services of this Agreement, with each party providing a Certificate of Insurance to the other naming each party as an additional insured. The parties shall provide proof of insurance and maintain their own liability insurance and property insurance for any loss or damages arising from services provided, and shall provide each other with a Certificate of Insurance naming both as an additional insured. All parties shall maintain a sum of no less than Fifty Thousand Dollars (\$50,000.00) for property loss and One Million Dollars (\$1,000,000.00) for liability for injuries resulting from one person, and to keep such insurance in force for the term of the Agreement and to deliver proof of insurance, if requested, by either party after submitting the original Certificate of Insurance. All Certificates of Insurance must be approved by all legal counsel for the parties involved in this matter.

7. Indemnification/Hold Harmless:

The Township shall indemnify and shall hold the Board, the members of the Board and its officers, agency, and employees harmless against liability, and the Township shall pay any and all, liability, loss, cost, damage, claims, judgement or expense, of any and all kinds or nature, which shall be imposed by law, which the Board, the members of the

Board and its officers, agency, and employees may sustain or be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death or damage of property, whether real, personal or both, or upon or arising out of any services described in this Shared Services Agreement undertaken by the Township, its officers, agency and employees.

During the term of this Shared Services Agreement, the Board shall indemnify and shall hold Township, the members of its governing body and its officers, agency, and employees harmless against liability and the Board shall pay any and all, liability, loss, cost, damage, claims, judgement or expense, of any and all kinds or nature, which shall be imposed by law, which the Township, the members of its governing body and its officers, agency, and employees may sustain or be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death or damage of property, whether real, personal or both, or upon or arising out of any services described in this Shared Service Agreement undertaken by the Board, its officers, agency and employees.

The Township and Board agree that the Township shall give authorized Board representatives prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Board shall give an authorize Township representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

8. Compliance with Laws and Regulations:

Township and Board agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

9. No Additional Waiver Implied by One Waiver:

In the event that any Agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

10. No Personal Liability.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee, Governing Body Member, and/or Agent of the Township or Board, in his or her individual

capacity, and neither the officers, agents, or employees of the Township or Board nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

11. Independent Counsel:

The parties hereby acknowledge that they have independent legal counsel of their own choosing in order to have this Agreement reviewed and approved and in order to receive independent and separate advice regarding every aspect to this Agreement. Moreover, the parties agree that whoever prepared the Agreement, the preparation was not to give one or the other party a legal advantage in construction or interpretation should there be a claim by the parties or third party in the future.

12. Amendment:

This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

13. Successors and Assigns:

This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Township, the Board and their respective successors and assigns.

14. Severability:

In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. Counterparts:

The Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

16. Entire Agreement:

This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertaking between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertaking, inducements, or conditions, express or implied, oral or written between the parties hereto.

17. Further Assurances and Corrective Measures:

The Board and the Township shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for correcting any inadequate or incorrect description of the service or to correct any inconsistent or ambiguous term hereof.

18. Headings:

The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

19. Governing Law:

The terms of this Shared Services Agreement shall be governed by and construed interpreted and enforces in accordance with the laws of the State of New Jersey.

20. Agency Relationship:

It is hereby acknowledged that the parties and all their personnel used to assist any party to this Agreement are performing the services under this Agreement as general agents of the municipality or Board for which they are performing said services, and shall use all powers of performance reasonably necessary and convenient to carry out the duties, obligations and responsibilities under the Agreement and allowable by law. Any third-party contractor utilized to implement the relationship between the Board and the Township shall be considered an independent contractor unless otherwise stated between the third-party contractor and the appropriate public entity.

IN WITNESS WHEREOF, the parties hereby cause this Shared Service Agreement to be signed the day and year first above written.

ATTEST:

**NEPTUNE TOWNSHIP BOARD
OF EDUCATION**

Print name:
Print title:

Print name:
Print title:

ATTEST:

TOWNSHIP OF NEPTUNE

William Bray, RMC

Mayor Robert Lane, Jr.

TOWNSHIP OF NEPTUNE

**RESOLUTION 25-206
AUTHORIZING TOWN WIDE GARAGE SALE**

WHEREAS, The Township Committee has expressed interest in hosting a Township wide Garage Sale, and;

WHEREAS, the proposed dates for the 2025 Township Garage Sale will be coordinated using Public Works Zones and will be as follows:

- Zone A – May 31st & June 1st
- Zone OG – June 7th & 8th
- Zone B – June 14th & 15th
- Zone C – June 21st & 22nd
- Zone D – June 29th & 30th

WHEREAS, Pursuant to Neptune Township Code §4-20, a permit (\$5.00) to participate in the Township Yard Sale is required, and;

WHEREAS, the Township will advertise for the Town Wide garage sale on the Township Website, social media and news media, and;

WHEREAS, a list of registered participants will be made available in advance of the sale.

THEREFORE, BE IT RESOLVED, that the Mayor and Township Committee hereby authorize the Town Wide Garage sale and all Township officials, including, but not limited to, the Mayor, Business Administrator, Public Works Director, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk

TOWNSHIP OF NEPTUNE

RESOLUTION 25-207

**AUTHORIZE RELEASE OF PERFORMANCE BOND AND POSTING OF MAINTENANCE BOND FOR
9th AVENUE (BRADLEY PARK) SEWER REPLACEMENT PROJECT**

WHEREAS, on April 21, 2025, the Township Committee adopted Resolution 25-188 which approved Change Order #1 and Final Payment to Earle Asphalt Company for the 9th Ave. (Bradley Park) Sewer Rehabilitation and Repaving Project; and,

WHEREAS, the Township Engineer has inspected the project and authorized the release of the performance bond subject to the posting of a 2-year maintenance bond in the amount of \$97,786.84; and,

WHEREAS, Earle Asphalt Company has provided the Township with Bond No. K41837056M in the amount of \$97,786.84 which has been reviewed and found to be acceptable by the Township Attorney.

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune hereby authorizes the release of the performance bond posted by Earle Asphalt Company ; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Contractor, Chief Financial Officer; Assistant C.F.O. and Township Engineer.

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk

TOWNSHIP OF NEPTUNE

RESOLUTION 25-208

**AUTHORIZE CHANGE ORDER #1 FOR IMPROVEMENTS TO PUBLIC WORKS FACILITY
SITE IMPROVEMENTS PROJECT**

WHEREAS, on August 14, 2023, the Township Committee adopted Resolution 23-294 which awarded a contract to Lucas Brothers, Inc. in the amount of \$1,795,795.00 for the Improvements to Public Works Facility Site Improvements Project; and,

WHEREAS, Change Order #1 reflects a total contract amount change of \$8,456.46 which reflects:

- Reduction of 971 LF of chain link fence
- Additional bin block retaining wall, water service improvements
- Electrical conduit installation
- Gas Service Installation

WHEREAS, the Township of Neptune, pursuant to N.J.A.C. 5:30-11.99, desires to amend its contract with to reflect those changes, and;

WHEREAS, Change Order #1 accounts for a change in amount of \$8,456.46 has been prepared to reflect an increase in the contract quantities and is a 0.47% change in original contract price, and;

WHEREAS, the Township's attorney has reviewed the project and Change Order #1 and recommends the Township Execute Change Order #1, and;

WHEREAS, the total new contract price shall be \$1,804,251.46, after Change Order #1 has been accepted and executed by the Township.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Neptune, County of Monmouth, State of New Jersey that:

1. Change Order #1, which increases the contract amount by \$8,456.46 for the contract between the Township of Neptune and Dutchman Contracting, Inc., be executed thereby increasing the new total contract price for the project to \$1,804,251.46.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, Engineer, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.

Certification of Funds

I, Nicole Schnurr, Acting 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 execution of the above noted agreement.

Account Name

Ord. 23-12 Phase II PW Facility

Account Number

04-215-55-911-020

Nicole Schnurr, Acting Chief Financial Officer

Date

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk



CONSULTING AND MUNICIPAL ENGINEERS

1460 Route 9 South, Howell, NJ 07731
(732) 462-7400 FAX: (732) 409-0756

Change Order No. 1

Project Name: Site Improvements to the Public Works Facility, Phase II

Owner: Township of Neptune

Contractor: Lucas Brothers, Inc.

Date: April 21, 2025

You are hereby advised of the following changes in the Contract Quantities, or in case of supplemental work, you agree to its performance by your firm at the prices stated herein.

Location of Change: Throughout project limits

Nature & Reason for Change: Utility-related site work which has evolved through coordination with the utility providers.

The supplementary work described herein, in our opinion, could not have reasonably been effectuated by a separately bid contract without unduly disrupting the basic work, or without imposing adverse cost consequences to the Township.

ITEM		DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL PRICE
<u>Deduction Items</u>						
CO-19	8' High Chain Link Fence, Black Vinyl Coated (including concrete footings and privacy slats)		971	LF	\$130.00	\$126,230.00
<u>Supplemental Items</u>						
SUPP-1	Bin Block Retaining Wall South of Recycling Yard		1	LS	\$30,000.00	\$30,000.00
SUPP-2	Water Service Improvements (includes 2" Hot Box with electrical hook-up and all materials and labor to produce a complete and functional system)		1	LS	\$42,160.84	\$42,160.84
SUPP-3	Electrical Conduit Installation (Heck Avenue Crossing)		1	LS	\$41,852.84	\$41,852.84
SUPP-4	Gas Service Installation (Includes materials and labor)		1	LS	\$20,672.78	\$20,672.78

Subtotal: \$8,456.46

Original Contract Amount: \$1,795,795.00

Proposed Change Order #1: \$8,456.46

Adjusted Contract Total after Change Order #1: \$1,804,251.46

Approved By:

Lucas Brothers, Inc.

By: [Signature]
Title: Manager
Date: 4/21/25

Township of Neptune

By: _____
Title: _____
Date: _____

CME Associates

By: [Signature]
Title: Senior Vice President
Date: 4/21/25

TOWNSHIP OF NEPTUNE

RESOLUTION 25-209

AUTHORIZING THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE TO EXECUTE CHANGE ORDER #2 FOR WITH DUTCHMAN CONTRACTING, INC. FOR "IMPROVEMENTS TO THE PUBLIC WORKS FACILITY PHASE II- POLE BARN CONSTRUCTION"

WHEREAS, Dutchman Contracting, LLC was issued a contract on April 29, 2024 in the amount of \$2,365,245.00 for the DPW Expansion – Phase II Pole Barn Construction project ("Project"); and

WHEREAS, the bid specifications included, in part, design build specifications for the renovation work; and

WHEREAS, because the design for the renovation work was not complete at the time that bids were solicited, CME, consulting engineer, prepared a rough estimate based on the limited design that had been prepared at that point, and an allowance of \$280,000.00 was included in the contract, with the understanding that the final contract price for the renovation work would be determined at the point that the design was finalized;

WHEREAS, the design has now been completed, Dutchman Contracting has submitted a proposal in the amount of \$461,631.29 (attached as Exhibit A) for the renovation work (Change Order #2); and

WHEREAS, CME and RVE both have determined that this pricing is reasonable and is under the 20% cap over the contract price allowed by applicable regulations;

WHEREAS, the Township's attorney has reviewed the Project and Change Order #2 and recommends the Township Execute Change Order #2.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Neptune, County of Monmouth, State of New Jersey hereby approves that the Township issue Change Order #2 to Dutchman Contracting, LLC, in the amount of \$181,631.29, which represents the difference between the contract allowance and the change order amount.

Certification of Funds

I, Nicole Schnurr, Acting 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 execution of the above noted agreement.

Account Name
Sewer Capital Ord 23-14/ 21-32 Phase II

Account Number
08-215-55-575-020

Nicole Schnurr, Chief Financial Officer

Date

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk



CONSULTING AND MUNICIPAL ENGINEERS

1460 Route 9 South, Howell, NJ 07731
(732) 462-7400 FAX: (732) 409-0756

Change Order No. 2

Project Name: Improvements to the Public Works Facility, Phase II - Pole Barn Construction

Owner: Township of Neptune

Contractor: Dutchman Contracting, Inc.

Date: April 21, 2025

You are hereby advised of the following changes in the Contract Quantities, or in case of supplemental work, you agree to its performance by your firm at the prices stated herein.

Location of Change: Existing Building to be Renovated

Nature & Reason for Change: Renovation work associated with the DPW Expansion was originally estimated at \$280,000, with an Allowance in that amount included in the bid. The increase may be attributed by the design-build format and escalation in materials cost since the time of bid.

The supplementary work described herein, in our opinion, could not have reasonably been effectuated by a separately bid contract without unduly disrupting the basic work, or without imposing adverse cost consequences to the Township.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Deduction Items				
CO-12	New Construction within Existing Building (which includes in-kind replacement and installation of new overhead garage doors, restroom renovation, and construction of a 40'x40' classroom)	(1)	LS \$280,000.00	(\$280,000.00)
Supplemental Items				
SUPP-1	Building Renovation (proposed cost by contractor)	1	LS \$461,631.29	\$461,631.29

Subtotal: \$181,631.29

Original Contract Total: \$2,365,245.00

Adjusted Contract Total after Change Order #1: \$2,396,874.50

Proposed Change Order #2: \$181,631.29

Adjusted Contract Total after Change Order #2: \$2,578,505.79

Approved By:

Dutchman Contracting, Inc.

Township of Neptune

CME Associates

By: [Signature]
Title: Design Manager
Date: 4/21/2025

By: _____
Title: _____
Date: _____

By: [Signature]
Title: Senior Vice President
Date: 4/21/25

TOWNSHIP OF NEPTUNE

**RESOLUTION 25-210
AUTHORIZE THE REFUND OF A DEPOSIT FOR
SUMMER DOCKAGE FEE AT THE MUNICIPAL MARINA**

WHEREAS, payments in the amount listed below were made for 2025 Summer Dockage;
and,

WHEREAS, due to unforeseen personal circumstances, the individuals listed herein will
no longer utilize their boat and has no need for the slips; and,

WHEREAS, the Harbor Master recommends that refunds be authorized,

THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Neptune,
that the Harbor Master be and hereby is authorized the following refunds of 2025 Summer
Dockage fees:

Ronald Popivchak, 106 Overlook Dr., Neptune - \$2,006.00

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Harbor
Master, Deputy Tax Collector, Assistant Purchasing Agent and Auditor.

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk

TOWNSHIP OF NEPTUNE

RESOLUTION 25-211

RESOLUTION AUTHORIZING AGREEMENT FOR PURCHASE OF Three (3) 2025 DODGE DURANGO (WDEE75) PURSUIT FROM NIELSEN of MORRISTOWN UNDER NEW JERSEY STATE CONTRACT #23-TELE-34933 IN AN AMOUNT NOT TO EXCEED \$117,805.40

WHEREAS, the Township of Neptune is desirous to purchase Three (3) 2025 Dodge Durango (WDEE75) Pursuit vehicles; and

WHEREAS, Nielsen of Morristown, having an address at 200 Ridgedale Ave. Morristown, NJ 07960 has been awarded under State Contract#23-TELE-34933 for purposes of providing such vehicles; and

WHEREAS, N.J.S.A.40A:11-12 permits the purchase of goods and services without advertising for bids when purchased under contract for goods or services entered on behalf of the State by the Division of Purchase and Property in the Department of the Treasury.

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

1. The Purchase of Three (3) 2025 Dodge Durango (WDEE75) Pursuit from Nielsen of Morristown Under New Jersey State Contract #23-TELE-34933 In An Amount Not To Exceed \$117,805.40 is hereby approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, Public Works Director, 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 Chief Financial Officer, Assistant C.F.O., and Chief of Police.

Certification of Funds

I, Nicole Schnurr, Acting 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 agreement.

Account Name
Police Budget O/E

Account Number
01-201-25-240-020

Nicole Schnurr, Acting Chief Financial Officer

Date

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk



Memo

To: William Bray
From: Melissa Zucconi
CC:
Date: 05/02/2025
Re: State Contract Resolution

Please prepare a resolution for the following:

Vendor: Nielsen of Morristown
200 Ridgedale Avenue
Morristown, NJ 07960
Product: Three (3) 2025 Dodge Durango (WDEE75) Pursuit
State Contract # 23-TELE-34933
Amount: \$117,805.40
Funding: Police Budget O/E
01-201-25-240-020

TOWNSHIP OF NEPTUNE

RESOLUTION 25-212

**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.

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>DATE OF NOTIFICATION</u>	<u>EFFECTIVE DATE OF RESIGNATION</u>
Fabrice Bambaata	Department of Public Works	DPW driver	May 1, 2025	May 9, 2025
John Bassano	Department of Public Works	Recycling Yard Attendant	May1, 2025	May 30, 2025

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

CERTIFICATION

I, William Bray, Township 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 May12, 2025.

William Bray, RMC, CMR
Township Clerk

NEPTUNE TOWNSHIP

RESOLUTION 25-213

RESOLUTION AUTHORIZING DEVELOPER'S AGREEMENT WITH THE TOWNSHIP OF NEPTUNE AND 1100 06TH AVENUE, LLC, LOCATED AT 1100 6TH AVENUE, 1113 5TH AVENUE AND 1125 5TH AVENUE, BLOCK 421, LOTS 2, 3, AND 4, NEPTUNE TOWNSHIP, NEW JERSEY.

WHEREAS, 1100 06TH Avenue, LLC, d/b/a Coast Linen Services ("Developer"), received Preliminary and Final Subdivision Approval by the Neptune Township Planning Board, as set forth in Resolution #24-08 (the "Approval") for the property located at 1100 6th Avenue, 1113 5th Avenue and 1125 5th Avenue, formally known as Block 421, Lot 2, 3, and 4 on the Tax Map of the Township of Neptune (the "Property"); and

WHEREAS, the Approval provides for the construction of a two-story addition in the rear of the existing single-story commercial building, with related improvements; and

WHEREAS, the Developer has agreed to enter into a Developer's Agreement with the Township of Neptune to guarantee the faithful performance of the obligations and representations associated with the Approval from the Planning Board of Neptune Township; and

WHEREAS, it is in the best interest of the citizens of the Township of Neptune for the Township to enter this Developer's Agreement with the Developer, to ensure the proper compliance and guaranteed performance of items and improvements made on said Property.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey:

1. The Mayor and Clerk are hereby authorized to execute the aforesaid Developer's Agreement with 1100 06th Avenue, LLC, a true copy of which is attached hereto as Exhibit "A" for compliance with the Planning Board of Neptune Township's Resolution #24-08, and representation upon submission and approval of all conditions arising from the aforesaid Resolution, and return the same to the Township Attorney for recording in the Clerk's office of Monmouth County.
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. This Resolution shall be effective immediately.

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk

DEVELOPER'S AGREEMENT

THIS AGREEMENT, entered this day of , 2025,

BETWEEN:

TOWNSHIP OF NEPTUNE, a municipal corporation of the State of New Jersey, with offices at 25 Neptune Boulevard, Neptune, New Jersey, 07753,

Hereinafter referred to as the "Township,"

AND:

1100 06TH AVENUE, LLC, d/b/a Coastal Linen Services, with offices at 1100 6th Avenue, Neptune, NJ 07753.

Hereinafter referred to as "Developer;"

Affects all of the real estate known as:

Block 421, lots 2, 3, & 4, also known as 1100 06th Avenue, 1113 05th Avenue, and 1125 05th Avenue (the "Site");

WHEREAS, 1100 06TH Avenue, LLC made an application to the Township of Neptune Planning Board for Preliminary and Final Site Plan Approval with variance and waiver relief, to construct a two-story addition in the rear of the existing single-story commercial building; and

WHEREAS, the Neptune Township Planning Board's Preliminary and Final Major Site Plan Approval was memorialized by Resolution PB#24-08, dated March 27, 2024, attached hereto as Exhibit A; and

WHEREAS, the Developer has agreed to construct the aforesaid improvements shown on the Final Site Plan, prepared by InSite Engineering, LLC, dated May 22, 2023, last revised January 30, 2025, along with the exhibits submitted to the Board, and subject to the conditions and

representations set forth in Resolution PB#24-08, and the testimony at the Planning Board on February 28, 2024; and

WHEREAS, pursuant to Section LDO-1004 of the Township's Land Development Ordinance, the Developer shall enter into the within Developer's Agreement and post the required performance guarantees in the amount equal to the performance guarantee estimate, as adopted by the governing body and attached hereto as Exhibit B; and

WHEREAS, certain improvements have not yet been installed or constructed by the Developer; and

WHEREAS, under State Law, Township Ordinances and Planning Board rules, regulations and requirements as a condition of Final Acceptance, the Developer must either complete all the improvements within the Development in accordance with the applicable laws, rules and regulations or furnish a performance guarantee in lieu thereof to be approved by the Township and conditioned upon the satisfactory completion by the Developer of all said improvements in accordance with State Laws, Township Ordinances and the rules, regulations and requirements of all other municipal agencies having jurisdiction thereover; and

WHEREAS, as a condition of the approvals granted by the Board, the Developer is required to enter into an Agreement with the Township providing such reasonable conditions as the Township deems necessary to ensure that the representations made by the Developer at the time of the Board Approvals shall be fulfilled, the conditions of the Board approvals shall be complied with and the various improvements and obligations required by the Developer's approvals shall be properly installed and shall function so as not to create any nuisance or conditions adverse to the public interest, including but not limited to the filing of all necessary legal documents and the posting of any necessary performance and maintenance guarantees.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants to each other and for other good and valuable consideration, include the Site Plan Approval granted by the Planning Board of the Township, and representations herein contained, the parties hereto, for themselves, their heirs, successors and assigns, hereby agree as follows:

1. Definitions.

- a. **Board Approval.** The Approval granted by the Planning Board, set forth in Resolution #24-08 for Preliminary and Final Site Plan.
- b. **Engineer's Estimate.** The Performance Guarantee, Surety Bond and Deposit for Engineering Inspection Fees, as issued by the Township's Engineer.
- c. **Final Acceptance.** The date upon which the Developer is released from his performance bond, posted a maintenance bond, if required, and a resolution of acceptance pertaining to the required improvements is adopted by the Governing Body of the Township.
- d. **Final Site Plan.** The final, approved Site Plan, prepared by InSite Engineering, LLC, last revised January 30, 2025.
- e. **LDO.** The Land Development Ordinance of the Township of Neptune.

2. General provisions.

- a. This Developer's Agreement shall only apply to this specific project to be constructed by the Developer. The terms and conditions of this Agreement shall be applicable to development of Block 421, Lots 2, 3 & 4 (also known as 1100 6th Avenue, 1113 5th Avenue and 1125 5th Avenue) on the Tax Map of the Township of Neptune.

- b. The Developer shall be bound by the testimony, representations, commitments approved plans, and conditions imposed by the Planning Board of the Township of Neptune, matters of fact and matters of law which constitute the application and record of the Planning Board. The Developer shall faithfully discharge all of the obligations and commitments thereof, including but not limited to site work, improvements, streets, curbs, parking, fencing, signs, streetlights, sanitary sewer, water mains, fire hydrants, and property monument to the extent applicable, and in accordance with the specifications and ordinances of the Township of Neptune, as amended to date or as further clarified and set forth subsequently in this Agreement.
 - c. The Developer shall construct the proposed improvements in accordance with the terms of the Township's Land Use Ordinance, as amended to date, in a manner satisfactory to the Township's Engineer, and in accordance with the Final Site Plan.
3. Performance Bonds. The Developer shall post, with the Township's Financial Officer, a Performance Guarantee, in the amount of \$169,770.49 in accordance with the following terms and conditions:
- a. The Performance Bond shall be subject to the review and approval of the Township Attorney, not to exceed 120% of the cost of installation, as determined by the Township Engineer, with adequate surety to insurance the faithful completion of the improvements, in the amount of \$203,724.59, with a cash deposit in the amount of \$20,372.46, which is the equivalent to 10% of the

cost of the Performance Bond. The Developer shall have the option to post the entire Performance Guarantee in cash.

- b. Subject to the approval of the Township Engineer and Governing Body, the Developer may apply for partial reductions of the aforesaid guarantees for any completed improvements. Any partial reduction in the Performance Guarantee shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the Performance Guarantee. All cash Deposits hereunder, as well as those required by Paragraph 3a, shall be payable by certified check, a cashier's check or a bank treasurer's check. Reduction of the amount of the Performance Guarantee due to improvements already installed shall not be construed as acceptance or approval of said improvements.
- c. The amount of the Performance Guarantee is estimated on a percentage of the total cost of the improvements, pursuant to N.J.S.A. 40:55D-53, as amended, and set forth in the Letter of April 7, 2025, prepared by Leon S. Avakian, Inc., attached hereto as Exhibit B.

4. Engineering Inspection Fee:

- a. The Developer shall pay the deposit of an Engineering Inspection Fee of \$25,237.45 in cash, as set forth in Exhibit B and an attorney's bond review fee and Developer's Agreement preparation fee of \$400.00, as set forth in Section 1000.A.1 of the LDO.
- b. The Engineering and Inspection Fee shall be payable by the Developer in accordance with N.J.S.A. 40:55D-53.1 with installment payments as allowed at the option of the Developer, pursuant to the aforesaid Statutory Authority.

5. Security. The Engineer's Estimate also includes line items for Surety and Stabilization Guarantee, Landscape Buffer Guarantee, and a Public Improvement Guarantee, pursuant to N.J.S.A. 40:55D-53e.

- a. It is understood and agreed that the guarantees posted hereunder shall be maintained as security for the completion of all obligations outlined in the Engineer's Estimate hereunder during the term of this Agreement and as extended or tolled, prior to Final Acceptance of all improvements by the Township.
- b. Any payments, post of bonds, or other financial obligations required to be performed by the Developer in this Agreement, unless specifically set forth otherwise, shall be completed to the satisfaction of the Township Clerk and/or the Chief Financial Officer prior to the signing and release of the Final Site Plan.

6. Obligations of the Developer. As set forth in Section 1004.C of the LDOP

- a. The Developer shall maintain or shall be responsible for maintaining all roads within the subdivision, which maintenance shall include snow removal, cleanup, and repair until Final Acceptance by the Township or approval of a Municipal Services Agreement, *if applicable*.
- b. The Developer shall be responsible for all garbage and refuse collection and disposal, including from any buildings or dwellings that may receive a Certificate of Occupancy on any new street, until Final Acceptance by the Township or approval of a Municipal Services Agreement, *if applicable*.

- c. The Developer shall be responsible for the cost and maintenance of all fire hydrants installed on the new street until final acceptance by the Township or approval of a Municipal Services Agreement, *if applicable*.
 - d. The Developer shall procure, or cause the general contractor to procure, general liability insurance for claims resulting from the performance of the work required under this Agreement in the following minimum amounts: General Liability Insurance - Bodily Injury and/or Property Damage for each occurrence: \$1,000,000.00/\$2,000,000.00.
7. Insurance. The Township shall be named as an additional insured on the Certificate of Insurance for each type of insurance coverage required above, in a form shall be acceptable to the Township Attorney and shall remain in effect until the date of Final Acceptance.

The Developer further covenants and agrees that it will provide, or cause the general contractor to provide, worker's compensation insurance coverage for all employees in accordance with statutory requirements and will require evidence of such coverage to be supplied by any subcontractor who may be employed to perform the work under this Agreement. The Developer shall provide the Township with a Certificate of Liability Insurance evidencing the required insurance coverage detailed above. The named Insured on the Certificate of Liability Insurance must be the same as the Developer in this Agreement or shall be that of the general contractor. In the event the Certificate of Liability Insurance is provided by the general contractor, the Developer must be listed as an additional insured for each type of insurance coverage named on the certificate, except Workers Compensation insurance.

8. Continuing Obligations of the Developer.

- a. The Developer, its successors and assigns, shall repair and maintain all decorative lighting, fixtures, lighting fixture poles, sidewalks, and/or trees installed and approval by Final Site Plan, including those decorative lighting fixtures installed and trees planted in the public right-of-way, if any, as required by such Final Site Plan and not on the subject property.
- b. The Developer its successors and assigns, shall be responsible for the maintenance of the drainage system constructed on the Site. The Developer shall be responsible for maintenance and routine cleaning of all drainage systems on the property.

9. Engineer's Jurisdiction. The Board Engineer retained jurisdiction over the review of the site improvements. Review and inspections shall be at the discretion of the Board Engineer throughout the duration of construction through the Final Acceptance.

10. Affordable Housing. The Developer, its successors or assigns are required to comply with the Developer's Fee Ordinance, which was adopted by the Township of Neptune Committee on June 14, 2004 (by Ord. No. 04-22), to the extent applicable. The Developer shall make any Affordable Housing Contribution relating to that portion of development allowed by law and applicable to said development. The Township hereby acknowledges that any Affordable Housing Contribution governed by the Statewide Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1 *et seq.* to the extent that it is non-exempt under the aforesaid law. All Development Fees shall be pursuant to the amended Section LDO-1001 and related Sections of the Land

Development Ordinance of the Township of Neptune and shall be calculated by the Municipal Tax Assessor or his assigns.

11. Time For Completion.

- a. It is agreed that all work to be performed pursuant hereto, including compliance with all applicable ordinances, rules and regulations of the Township and its agencies, shall be completed prior to the date which is five (5) years after the date of this Agreement.
- b. In the event all work to be performed is not completed prior to the date which is five (5) years after the date of this Agreement, then the Developer may seek from the Township a reasonable extension of time for completion under this Agreement, not to exceed one (1) year. In the event said extension is granted by the Township, the cost estimate prepared by the Township Engineer and attached as Exhibit B may be revised, at the Township's sole discretion, so as to accurately reflect current costs to complete the unfinished improvements, and the Performance Guarantee submitted to the Township shall be adjusted accordingly, recognizing, among other things, that up to the full amount of the Performance Guarantee is available for the restoration of the Site.

12. Compliance With Laws.

- a. The Developer agrees to install all improvements in accordance with the terms and conditions of all applicable ordinances and rules and regulations of the Township and its agencies, and all applicable statutes and regulations of the State of New Jersey, and the Developer further agrees that all installations and improvements shall be subject to final inspection and approval by the Township

Engineer and shall comply with the requirements of the Township Engineer, Planning Consultant, Freehold Soil Conservation District, Monmouth County Planning Board, and any other agencies of the Township, County or State having jurisdiction over the same.

b. The Developer agrees that, should it not comply with the said ordinances, rules, regulations or requirements as above set forth and subject to the right to cure as set forth in this Developer's Agreement in the Paragraph entitled "Default" below, the Township shall have the right to suspend any and all permits issued with respect to the installation of improvements or structures, including but not limited to building permits, and to issue a stop work order to prevent all construction until such time as compliance may be made.

c. The Township Engineer or outside contractor/consultant shall provide appropriate records of inspections and related reviews. Upon the Developer's written request, said records shall be made available for inspection by the Developer or its representatives during regular business hours of Township.

13. Safety of Employees. The Developer shall take all reasonable precautions for the safety of all employees on Site and shall comply with all the provisions of Federal, State, County or Municipal, regulations and building codes to prevent accidents or injuries to persons on, about or adjacent to the premises where the work is being performed.

14. Safety of the Site. During the course of construction, the Site shall be maintained in a manner which shall be safe and shall cause no damage to adjacent public or private property, or to member of public until the date of Final Acceptance by the Township.

15. Site Access. The Township, its representatives, consultants, employees, and agents shall have access to observe the construction conducted on Site as set forth on the approved Final Site Plan to ensure that the improvements are constructed in accordance with the Developer's approved submittals. The Township, its representatives, consultants, employees, and agents shall not supervise, direct or control the Developer's work during observation, nor shall they have the authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer, or safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with the applicable laws, rules, regulations, ordinances, codes or orders.
16. Indemnification. Except as provided herein, the Developer agrees to assume responsibility for all injuries or damages to persons or property which relate to or arise out of Developer's construction of improvements, Developer's failure to perform its obligations under this Agreement, or the negligence or wrongful acts of the Developer or its agents or employees. The Developer, to include its agents, servants, employees, assigns, independent contractors, or anyone else retained by the Developer for the performance of the Developer's obligations under this Agreement, shall defend, indemnify and hold harmless the Township and its agents and employees, from and against (1) any and all claims, suits, losses, damages, judgments or expenses (including attorney's fees incurred in responding to claims or suits) which relate to, arise out of, or are asserted or incurred as a result of, Developer's construction of the improvements, Developer's failure to perform its obligations under this Agreement, or the negligence or wrongful acts of the Developer or its agents or employees; and (2) any claims made

by Developer's employees arising out of the construction of the improvements; provided, however, that the foregoing indemnity obligations shall not apply to injury, damage or loss caused by the sole negligence or willful act of the Township. The obligations under this paragraph shall survive the termination of this Agreement.

17. Default. Upon default by the Developer under this Agreement, the Township shall provide the Developer with thirty (30) days' notice within which period of time the Developer shall be required to cure the default to the reasonable satisfaction of the Township and shall furthermore be required to comply with all appropriate ordinances, rules and regulations of the Township and its agencies, and all other applicable laws and regulations. If a cure reasonably requires more than thirty (30) days and provided that there is no imminent threat to persons or property, then the Developer shall have a reasonable time to cure (such period to be reasonably determined by the Township Engineer) the default provided that the Developer commences a cure within thirty (30) days of the default notice describing the default with reasonable specificity and pursues the cure with reasonable diligence until completion. If, at the expiration of the cure period, the Developer has failed to perform in material compliance with all applicable laws and regulations and the Developer has failed to cure the default, the Township, without further notice to the Developer, may demand specific performance of this Agreement or utilize the deposited Performance Guarantee for the full, complete and adequate performance of this Agreement in compliance with all ordinances, rules and regulations of the Township and its agencies, and all other applicable laws and regulations.

18. Fees and Expenses. The Developer shall be responsible for all attorneys' fees, expert fees and costs of suit, and any other additional municipal expenses incurred as a result of the enforcement of this Agreement and the Performance Guarantee posted hereunder shall constitute additional security therefor to the extent permitted by law.
19. Recordable Document. The within Developer's Agreement shall be executed by the Mayor and Clerk of the Township and the Applicant, in a recordable form, to be recorded in the Monmouth County Clerk's Office. The Agreement shall remain on record until the Developer has complied with the obligations set forth herein, at which time, the governing body shall adopt a Resolution authorizing the execution of a Release and Satisfaction of Developer's Agreement in recordable form. The recording fee shall be payable by the Developer. Said document may be executed in parts.
20. Severability. If any terms, provisions, or conditions set forth herein are determined to be invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.
21. Ownership. The Developer shall provide the Township with a certified list of names and addresses of the individuals and/or entities having a ten percent (10%) or more interest in the Development. The Developer shall provide an updated list within 30 days of the date of any change in the ownership interests.
22. Agreement to Run with Land. Except as set forth below, this Agreement and all the terms and conditions set forth herein shall be fully binding on the Developer, its successors, and assigns. All performance guarantees called for herein shall remain in full force and effect irrespective of any transfer of title of the Property.
23. State Law. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:

TOWNSHIP OF NEPTUNE

WILLIAM BRAY, Township Clerk

ROBERT LANE, JR., Mayor

ATTEST:

1100 06TH AVENUE, LLC

(Print Name and Title Below Signature)

BRIAN SANTELLO, Owner

STATE OF NEW JERSEY |
COUNTY OF MONMOUTH|

SS.:

BE IT REMEMBERED, that on this _____ day of _____, 2025
before me, the subscriber, personally appeared WILLIAM BRAY, who, being by me duly sworn
on her oath, doth depose and make proof to my satisfaction that he is the CLERK of the
TOWNSHIP OF NEPTUNE, a municipal corporation, the corporation named in the within
instrument; that ROBERT LANE, JR. is the MAYOR of said municipality; that the execution as
well as making of this instrument has been duly authorized by a proper resolution of the Township
Committee; that deponent well and truly knows the corporate seal of said municipality; and the
seal affixed to said instrument is such seal and was thereto affixed to said instrument signed and
delivered by said MAYOR LANE as and for the voluntary act and deed of said municipality, in
the presence of deponent, who thereupon subscribed her name thereto as witness.

(Print Name and Title Below Signature)

Sworn and subscribed to before
me on the date aforesaid.

(Print Name and Title Below Signature)

ACKNOWLEDGMENT, CORPORATE OR OTHER ENTITY

STATE OF NEW JERSEY

COUNTY OF _____

SS.:

I CERTIFY that on _____, 2025

BRIAN SANTELLO personally came before me and stated under oath to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) was authorized to and did execute this instrument as OWNER of **1100 06TH AVENUE, LLC**, the entity named in this instrument.

Sworn and subscribed to before me this
_____ day of _____, 2025.

(Print Name and Title Below Signature)

Exhibit A – Resolution PB#24-08

Exhibit B – Engineer’s Estimate

NEPTUNE TOWNSHIP

RESOLUTION 25-214

RESOLUTION AUTHORIZING A REVOCABLE LICENSE AGREEMENT WITH THE TOWNSHIP OF NEPTUNE AND TORY BENCH AND ROBERT J. RUFFUS LOCATED AT 300 LAKEWOOD ROAD, BLOCK 5310, LOT 6, NEPTUNE TOWNSHIP, NEW JERSEY.

WHEREAS, Tory Bench and Robert J. Ruffus ("the Licensees"), received Approval from the Neptune Township Zoning Board of Adjustment, as set forth in Resolution #____ (the "Approval") for the property located at 300 Lakewood Road, formally known as Block 5301, Lot 6 on the Tax Map of the Township of Neptune (the "Property"); and

WHEREAS, the Approval was for the construction of two, tiered retaining walls, which encroaches into the municipal right-of-way; and

WHEREAS, the Licensees have agreement to enter into a Revocable License Agreement (the "Agreement") with the Township of Neptune, pursuant to Ordinance No. 15-55 (Section 4-33), to permit the continued use of the retaining walls, without further expansion or encroachment; and

WHEREAS, the Agreement provides for the Licensees to pay the Township an annual fee of \$500.00, plus the cost of recording the Agreement; and

WHEREAS, the Agreement further provides for, among other provisions, the indemnification of the Township by the Licensees, a Certificate of Insurance naming the Township as an additional insured and permitting access by the Township to the Right-of-Way; and

WHEREAS, it is in the best interest of the citizens of the Township of Neptune for the Township to enter this Revocable License Agreement with the Licensees, to protect the Township with regard to the improvements made on said Property that encroach into the Township's Right-of-Way.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey:

1. The Mayor and Clerk are hereby authorized to execute the aforesaid Revocable License Agreement with Tory Bench and Robert J. Ruffus, a true copy of which is attached hereto as Exhibit "A" for compliance with the Zoning Board of Adjustment of Neptune Township's Resolution #_____, and representation upon submission and approval of all conditions arising from the aforesaid Resolution, and return the same to the Township Attorney for recording in the Clerk's office of Monmouth County.
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. This Resolution shall be effective immediately.

CERTIFICATION

I, William Bray, Township 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 May 12, 2025.

William Bray, RMC, CMR
Township Clerk

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT made this day of May 2025 between the **TOWNSHIP OF NEPTUNE**, a body corporate and politic of the State of New Jersey, with offices at 25 Neptune Blvd., PO Box 1125 Neptune, NJ 07754-1125 (hereinafter called "Licensor") and **TORY BENCH AND ROBERT J. RUFFUS**, residing at 300 Lakewood Road, in the Township of Neptune, County of Monmouth and State of New Jersey (hereinafter referred to as "Licensees") with regard to property located at this 300 Lakewood Road, Block 5310, Lot 6 (hereinafter referred to as "Subject Property").

WITNESSETH

WHEREAS, the Licensees are the owner of that parcel of real estate situated in the Township of Neptune, County of Monmouth and State of New Jersey, at 300 Lakewood Road, identified on the Tax Map of Neptune Township as Block 5310, Lot 6, Neptune Township, New Jersey, the Subject Property, with a present encroachment on the Municipal Right-of-Way consisting of tiered brick retaining walls beyond the Township curb within the public Right-of-Way, and the Licensees are seeking a Revocable License Agreement from the Licensor to continue the use of the brick retaining walls as they encroach upon the Municipal Right-of-Way, pursuant to this Agreement. Attached hereto and made a part hereof as Exhibit A is a photo showing the encroachment, which is the subject of this License Agreement; and

WHEREAS, the Licensees would like to continue the use of the brick retaining walls as it encroaches upon the Municipal Right-of-Way, and as shown in Exhibit A, with the limitation that such encroachment at present will be subject to this Agreement and subject to all the terms of this Agreement, and that no further encroachments or enlargement of the present encroachment shall take place without written consent of the Township; and

WHEREAS, pursuant to the authority granted by the Licensor's general police powers, and as authorized by Ordinance No. 15-55 (Section 4-33 of the Township's Ordinances), and through the separate approval of the Township Committee of the Township of Neptune by Resolution, the Governing Body is willing to grant the Licensees a Revocable License ("License") to permit such continued use, without further expansion, as set forth more fully in Exhibit A, without additional encroachments or changes in the encroachment (such as replacement or improvements on said retaining wall) without the formal written consent of the Licensor, and subject to the Ordinance No. 15-55, which authorizes such License Agreements, and subsequent Resolution of the Neptune Township Committee specifically authorizing this License Agreement and subject to the terms and conditions herein contained.

NOW THEREFORE, the Licensors and the Licensees agree as follows:

1. **License.** The Licensors, and its heirs, successors and assigns, in consideration of an annual fee of \$500.00 (major encroachment) due at the time of execution of this License Agreement, and thereafter every year on January 2 of the new year, plus costs of recording of said License Agreement in the Clerk's Office of Monmouth County, along with mutual covenants, undertakings and agreements from the Licensees stated herein, and hereby grant the Licensees a Revocable License for the sole purpose of using and enjoying a portion of the Municipal Right-of-Way, as set forth more fully in Exhibit A attached hereto, for tiered brick retaining walls, with the limitation that such use and enjoyment shall not allow further expansion or enlargement of said encroachment other than that set forth in Exhibit A and the licensing may not otherwise interfere with the Licensors' continued use of the Municipal Right-of-Way, and said License was subject to the Township's Engineer's prior review.

2. **Indemnification.** Licensees agree to indemnify, hold harmless and defend the Licensors and its officers, agents, consultants, employees, servants, business invitees, invitees and guests (collectively, the "Indemnitees") against and from any and all liability, loss, cost, damage, or expense (including reasonable attorney's fees) of whatsoever nature growing out of or in connection with personal injury or death of persons whomsoever or loss or destruction or damage to property whatsoever (including, without limitation, any property rights of tenants, occupants, users or Licensees of the Licensees' Property and/or the Municipal Right-of-Way), where such personal injury, death, loss, destruction or damage is caused by the acts or omissions on the Licensors' Property and/or the Municipal Right-of-Way by Licensees and/or their agents, consultants, servants, business invitees, invitees or guests (any or all of the forgoing an "Indemnified Claim"). In so defending the Licensors, Licensees shall employ the then sitting attorney for the Licensors or Licensors' designated attorney. If any judgment shall be rendered against the Licensors by reason of the Indemnified Claim, Licensees shall satisfy such judgment at their sole cost and expense. This Section 2 shall survive the termination of this License by the Licensors, but only as to acts occurring prior to such termination.

3. **Insurance.** Licensees shall furnish the Licensors with satisfactory proof of insurance coverage acceptable to the Licensors and of such character and in such amounts as will provide adequate protection for the Licensors, its elected officials and their successors, all officers, agents, employees and servants of the Licensors, and the Licensors, against all claims, liabilities, damages and injuries arising from the Licensees' rights and responsibilities under this License Agreement. The Licensees shall provide 30 day's written notice to the Licensors by Certified Mail/RRR prior to any modification, cancellation or change in status. The Licensees shall provide a Certificate of Liability Insurance on an annual basis at the anniversary date naming the Licensors as an additional insured and demonstrating the existence of all of the insurance coverages required by this Agreement. Insurance shall include General Liability Insurance, insurance covering explosion, collapse and other special hazards incident to the use of the Municipal Right-of-Way. Neither the approval of the Licensors nor failure to disapprove insurance furnished by the Licensees shall release the Licensees of full responsibility for all claims, liability, damages and accidents set forth in this Agreement. The

policies and minimum amounts of insurance to be carried by the Licensees shall be as follows:

Residential General Liability Insurance: Including blanketed contractual liability and personal injury with the combined single limit of \$1,000,000.00 per occurrence, or as follows:

- i. One person per occurrence in the amount of \$1,000,000.00;
- ii. Two or more persons per occurrence in the amount of \$2,000,000.00;
- iii. Property damage per occurrence in the amount of \$50,000.00.

The above policy shall be written as to provide coverage for all other special hazards incident to the use of the Municipal Right-of-Way. If any use of the Municipal Right-of-Way pursuant to this Agreement is assigned, insurance of the same types and limits as required hereunder shall be provided by or on behalf of the Assignee to cover that part of the use; though all assignments set forth below are subject to written approval of the Licensor.

In addition, the Licensees shall indemnify and hold the Licensor harmless from any and all claims made by third parties resulting from the use of the Municipal Right-of-Way set forth in Exhibit A.

4. **Term and Termination.** The License hereby granted, and the agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of Licensees' Property and all persons claiming under them, provided, however, that the Licensor may terminate this License at any time, and for any reasonable cause by providing not less than thirty (30) days written notice of such election to the Licensees, and thereafter recording notice of such termination with the Monmouth County Clerk's Office.

5. **Removal or Relocation.**

i. If this License is terminated as provided in Paragraph 4 herein: Licensees shall, at their sole cost and expense, remove the encroachments in the Municipal Right-of-Way as designated by said notice of termination from the Licensor within thirty (30) days of the date of the notice of termination.

ii. If at any time during the term of this License, the Licensor deems it necessary or convenient to its continued use of the Municipal Right-of-Way, it may, at the Licensees' sole cost and expense, temporarily or permanently remove or relocate the encroachments.

6. **Recordation.** This Revocable License Agreement shall run with the land, and

shall be of no force and effect until it is recorded by the Licensors at the Licensees' sole cost and expense. A true copy of this recorded agreement shall be provided to the Licensees within ten (10) days of its recording.

7. **Enforcement.** The undersigned agree that should notice of termination be provided to the Licensees and the Licensees fail to remove said encroachments within the time period prescribed by the notice of termination at the Licensees' sole cost and expense, the Licensors may seek a court order in the Superior Court of New Jersey, or appropriate authority, allowing for the removal of said encroachments by the Licensors at the Licensees' sole cost and expense and shall be entitled to the cost of such removal and reasonable attorney's fees and court costs for having brought such action. The Licensors who shall bring said action shall also be entitled to a lien on the Licensees' property where the Municipal Right-of-Way is located, covering the cost of removal and reasonable attorney's fees and court costs, until such costs have been paid by the Licensees, their successors or assigns.

8. **Successors or Assigns.** This Agreement shall be binding upon and inure to the benefit of the Licensors and Licensees, their respective heirs, successors or assigns.

9. **Law of Enforcement.** This Agreement contains the entire Agreement between the Licensors and Licensees and shall be governed by the laws of the State of New Jersey and shall not be amended or modified, except by mutual agreement between the Licensors and Licensees, in writing, and executed with the same formality as this Agreement, including authorization by the Licensors by Ordinance.

10. **Validity.** The Licensors and Licensees agree that the invalidity or enforceability of any provision or article of this License Agreement shall in no way affect the validity or enforceability of any other provision for the remainder of this License Agreement.

11. **Notices.** All notices required in this Agreement shall be deemed sufficient when sent by Certified Mail/RRR and regular mail to the following, or to such other address as the parties may designate from time to time:

Licensors:
Township Administrator
Township of Neptune
25 Neptune Blvd.
Neptune Township, NJ 08853

With a copy to:
Township Attorney
Lester Taylor, Esq.
Taylor Law Group, LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Licensee:
Tory Bench and Robert J. Ruffus
300 Lakewood Road
Neptune, NJ 08853

With a copy to:
George D. McGill, Esq.
708 10th Avenue, Second Floor
PO Box 150
Belmar, NJ 07719

12. **Access.** The Licensor shall have right of access to the Municipal Right-of-Way set forth in Exhibit A for any reason the Licensor feels is in the best interest of the Licensor and the citizens of Neptune Township with twenty-four hours (24) written notice, unless there is an emergency condition, in which case written notice shall not be necessary.

13. **Agency.** This License Agreement and any terms, conditions or provisions therein shall not be deemed or construed to create an agency, partnership, or joint venture relationship for any purpose whatsoever.

14. **Real Estate Interest.** Title to the Licensor's Municipal Right-of-Way affected by or related to this Agreement (hereinafter "property") shall at all times remain in the Township or Licensor's ownership. This Agreement conveys no real estate interest to the Licensees. All property of the Licensor is not presently subject to real estate or other taxes or assessments. Should any real estate or other tax or assessment be imposed upon the property subject to this agreement (1) as a result of the installation or activities of the Licensees and (2) the Licensees, to the extent it directly relates to their property or equipment, such taxes or assessments shall be paid by the Licensees. The parties acknowledge that the fee provided herein takes into consideration such possible taxes or assessments. At Licensees' option, and at their sole cost and expense, the Licensees shall have the right to contest or appeal in their own name any such tax or assessment.

15. **Default by Licensees.** The Licensees shall be in default if they shall:

i. Fail to pay the preparation fee or recording fee to the Licensor as and when due, and such non-payment is for more than ten (10) days after written notice from the Licensor of such non-payment;

ii. Failure to comply with any terms of this Agreement or Notice of Default within thirty (30) days written notice from the Licensor of such failure of compliance. However, if such failure would cause irreparable harm to the public, then the Licensees shall use their best efforts to cure such breach forthwith;

iii. Allow or cause a lien to be asserted against the Licensor's Municipal Right-of-Way without removal thereof within three (3) days written notice of such lien.

16. **Options to Licensor.** If the Licensees is in default, taking into account all cure provisions, the Licensor shall have the option of terminating this Agreement upon thirty (30) days written notice to the Licensees. The Licensor may then, at its option, require Licensees to cease operations in the Municipal Right-of-Way and removal all encroachments at the Licensees' sole cost and expense, as set forth more fully in this Agreement. In addition to the foregoing, the Licensees shall be liable to the Licensor for all losses or damages incurred by the Licensor as a result of the Licensees' default.

17. **Independent Legal Counsel.** The parties hereby acknowledge that they either have independent legal counsel of their own choosing, or have had an opportunity to seek independent legal counsel for advice as part of their review and approval of this Agreement, and have had an opportunity to receive independent and separate advice regarding every aspect of this Agreement.

18. **Subject to Other Laws.** This Revocable License Agreement is for the sole purpose of permitting the existing tiered brick walls as they exist on Exhibit A to remain in the Municipal Right-of-Way; subject to the terms of this Agreement. The Licensees are still subject to all existing laws, including but not limited to Zoning and Property Ordinances and other Municipal, State and Federal restrictions unrelated to the rights set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the date first stated above.

ATTEST:

LICENSOR:
TOWNSHIP OF NEPTUNE

WILLIAM BRAY, Township Clerk

ROBERT LANE, JR., Mayor

ATTEST:

LICENSEES:

(Print Name and Title Below Signature)

TORY BENCH

(Print Name and Title Below Signature)

ROBERT J. RUFFUS

(Signature Page for 300 Lakewood Road Revocable License Agreement)

STATE OF NEW JERSEY |
COUNTY OF MONMOUTH|

SS.:

BE IT REMEMBERED, that on this _____ day of _____, 2025
before me, the subscriber, personally appeared WILLIAM BRAY, who, being by me duly sworn
on her oath, doth depose and make proof to my satisfaction that he is the CLERK of the
TOWNSHIP OF NEPTUNE, a municipal corporation, the corporation named in the within
instrument; that ROBERT LANE, JR. is the MAYOR of said municipality; that the execution as
well as making of this instrument has been duly authorized by a proper resolution of the Township
Committee; that deponent well and truly knows the corporate seal of said municipality; and the
seal affixed to said instrument is such seal and was thereto affixed to said instrument signed and
delivered by said MAYOR LANE as and for the voluntary act and deed of said municipality, in
the presence of deponent, who thereupon subscribed her name thereto as witness.

(Print Name and Title Below Signature)

Sworn and subscribed to before
me on the date aforesaid.

(Print Name and Title Below Signature)