

**TOWNSHIP COMMITTEE WORKSHOP MEETING – JANUARY 24, 2022 – 6:00 P.M.**

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

Roll Call	Present/ Absent
Dr. Michael Brantley	_____
Keith Cafferty	_____
Robert Lane, Jr.	_____
Tassie D. York	_____
Nicholas Williams	_____

Also present: Gina M. LaPlaca, Business Administrator; Gene Anthony, Township Attorney; Gabriella Siboni, Acting Municipal Clerk.

Mayor Williams announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 6, 2022, 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](http://www.neptunetownship.org)) and the meeting is being streamed live via townhallstreams.com.

**ITEMS FOR DISCUSSION IN OPEN SESSION**

1. Ordinance Amending Land Development Ordinance, Volume II, Article IV, Section 415.20, Entitled, “Small Wireless Facilities And Wireless Poles In The Public Right-Of-Way (*Ordinance 22-05*)
2. An Ordinance To Amend Volume I, Chapter XIII Of The Code Of The Township Of Neptune By Amending Section 13-2, Entitled, “Removal Of Snow And Ice” To Amend Section 13-2.2 “Definition” And 13-2.3 “Reserve” (*Ordinance 22-06*)
3. An Ordinance To Amend Chapter VII Of The Code Of The Township Of Neptune By Amending Section 7.3, Entitled “Temporary Parking Prohibition For Snowplowing And Removal”

Res # 77 Authorize An Executive Session As Authorized By The Open Public Meetings Act.

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Brantley \_\_\_\_\_ Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ York \_\_\_\_\_ Williams \_\_\_\_\_

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 22-77**

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

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

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

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

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

**Description of matter:**

1. DPW Investigative Report
2. Change Order #3 for Kappa Construction Corp. for Phase I Neptune Township OEM/ DPW/ Engineering Department
3. Bookkeeper position in Tax Office
4. Driver position in Public Works
5. Jersey Shore University Medical Center V. Neptune Township and Neptune Township V. Jersey Shore University Medical Center
6. Settlement Agreements with Johnson & Johnson, McKesson, Cardinal Health and AmerisourceBergen regarding Opioid Crisis
7. Elena Gonzalez V. Neptune Township, Et Als. Under Docket No. Mon-L-367-16
8. Elena Gonzalez V. Rick Cuttrell, Custodian Of Records And Neptune Township In OPRA Complaint Only, Docket No. A-3929-19T3
9. Brian Butch V. Rick Cuttrell, Custodian Of Records And Neptune Township In OPRA Complaint Only, Filed Docket No. A-3930-19T4
10. Garden Homes Management Corp. And Third Garden Park Limited Partnership V. Township Of Neptune Docket No. 280-09

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

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

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

## **TOWNSHIP COMMITTEE MEETING – JANUARY 24, 2022 – 7:00 P.M.**

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

Roll Call	Present/ Absent
Dr. Michael Brantley	_____
Keith Cafferty	_____
Robert Lane, Jr.	_____
Tassie D. York	_____
Nicholas Williams	_____

Also present: Gina M. LaPlaca, Business Administrator; Gene Anthony, Township Attorney; Gabriella Siboni, Acting Municipal Clerk.

Silent Prayer and Flag Salute

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

Mayor Williams announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 6, 2022, 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, ordinances, and resolutions are posted on the Township web site ([www.neptunetownship.org](http://www.neptunetownship.org)) and the meeting is being streamed live via townhallstreams.com.

### **APPROVAL OF MINUTES**

Motion offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve the minutes of meeting of January 10, 2022.

### **PRESENTATION**

The Mayor will make a Proclamation in recognition of Marshall "Monk" Conklin.

### **COMMENTS FROM THE DAIS**

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

### **REPORT OF THE BUSINESS ADMINISTRATOR**

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

### **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 NO. 22-01** – An ordinance to amend Volume I, Chapter VII of the Code of the Township of Neptune by adding a resident only handicapped parking zone on Broadway and removing a resident only handicapped parking zone on Abbott Avenue

*Explanatory Statement: This ordinance authorizes a resident only handicapped parking zone in front of 137 Broadway and the removal of an existing handicapped parking zone in front of 16 Abbott Avenue.*

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Vote: Brantley \_\_\_\_\_ Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ York \_\_\_\_\_ Williams \_\_\_\_\_

**ORDINANCE NO. 22-02** – An ordinance amending Ordinance No. 20-35 entitled “An ordinance creating and setting the salary range for new job titles and amending the salary ranges for all other existing job titles of the Township of Neptune” by creating the position of paramedic

*Explanatory Statement: This ordinance creates the full-time job title of Paramedic and establishes a salary range of \$42,000 minimum/\$67,000 maximum.*

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Vote: Brantley \_\_\_\_\_ Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ York \_\_\_\_\_ Williams \_\_\_\_\_

**ORDINANCE NO. 22-03** – An ordinance authorizing the imposition of an Occupancy Tax on hotels and motels within the Township of Neptune, County of Monmouth, State of New Jersey

*Explanatory Statement: This ordinance for a Hotel, Motel and/or Transient Accommodation Occupancy Fee of 3% to be paid by the occupant of the room. The ordinance establishes definitions and method for collection and payment. The ordinance becomes effective on the first day of the first month occurring ninety (90) days after its adoption and transmittal to the State Treasurer.*

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Vote: Brantley \_\_\_\_\_ Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ York \_\_\_\_\_ Williams \_\_\_\_\_

## **ORDINANCES FOR FIRST READING**

**ORDINANCE NO. 22-04** Ordinance To Exceed The Municipal Budget Appropriation Limits And To Establish A Cap Bank (N.J.S.A. 40a: 4-45.14)

*Explanatory Statement: This ordinance permits the introduction of the annual municipal budget with a maximum increase in total appropriations of 3.5%. This ordinance does not change or negate the 2% tax levy cap.*

**ORDINANCE NO. 22-05** Ordinance Amending Land Development Ordinance, Volume II, Article IV, Section 415.20, Entitled, “Small Wireless Facilities And Wireless Poles In The Public Right-Of-Way

*Explanatory Statement: This ordinance addresses the impact of the FCC regulations regarding Small wireless facilities by adopting local policy concerning small cell equipment and wireless poles, conserving the limited physical capacity of the Public Right-of-Way held in public trust by Township and County, assure compliance by carriers of all laws and regulations, and will establish guidelines for the placement of small cell facilities and poles in the Public Right-of-Way.*

**ORDINANCE NO. 22-06** An Ordinance To Amend Volume I, Chapter XIII Of The Code Of



The Township Of Neptune By Amending Section 13-2, Entitled, "Removal Of Snow And Ice" To Amend Section 13-2.2 "Definition" And 13-2.3 "Reserve"

*Explanatory Statement: This ordinance amends Chapter 13 Section 2.2 to include the definition of sidewalk and reserve section Chapter 13 Section 2.3.*

The Clerk announces that the Public Hearings on Ordinances will be held at the next Township Committee meeting on February 14, 2022.

### **CONSENT AGENDA**

- Res # 78** Authorizing Settlement In The Matter Of Elena Gonzalez V. Neptune Township, Et Als. Under Docket No. Mon-L-367-16
- Res # 79** Approve The Transfer Of Taxi Medallion License No. 022
- Res # 80** Authorizing The Township Of Neptune To Participate In The Nationwide Settlement Agreements With Johnson & Johnson , McKesson, Cardinal Health, And AmerisourceBergen To Resolve Claims Involving Their Roles In The Country's Opioid Crisis
- Res # 81** Authorizing The Township Committee Of The Township Of Neptune To Execute PCO#14COVID For \$14,548.98 And Change Order # 3 For \$25,186.13 With Kappa Construction Company For A New Contract Total Of \$4,229,237.34
- Res # 82** A Resolution Of The Township Committee Of The Township Of Neptune Appointing Members To The Westley Lake Committee
- Res # 83** Authorizing Proposed Site Modification To Cell Tower License Area For Verizon Wireless At 25 Neptune Blvd., Neptune Township, New Jersey 07753
- Res # 84** Establish Salaries For Part-Time Positions Not Covered By Contract
- Res # 85** Authorizing Settlement In All Matters Involving Jersey Shore University Medical Center V. Neptune Township And Neptune Township V. Jersey Shore University Medical Center
- Res # 86** Authorizing Settlement In The Matter Of Brian Butch V. Rick Cuttrell, Custodian Of Records And Neptune Township In OPRA Complaint Only, Filed In The Superior Court Of New Jersey, Appellate Division, Under Docket No. A-3930-19T4
- Res # 87** Authorizing Settlement In The Matter Of Elena Gonzalez V. Rick Cuttrell, Custodian Of Records And Neptune Township In OPRA Complaint Only, Filed In The Superior Court Of New Jersey, Appellate Division, Under Docket No. A-3929-19T3
- Res # 88** Authorizing Settlement In The Matter Of Garden Homes Management Corp. And Third Garden Park Limited Partnership V. Township Of Neptune In The Superior Court Of New Jersey, Count Of Monmouth, Law Division, Under Docket No. 280-09
- Res # 89** Resolution Authorizing Termination Of Sewer Reservation Fee Agreement With The Borough Of Tinton Falls And William J. Sitar, Sr.
- Res # 90** Accept The Resignation Of Michael Bonanno As A Special Law Enforcement Officer Class II In The Police Department
- Res # 91** Accept The Resignation Of John Mattia As A Special Law Enforcement Officer Class II In The Police Department
- Res # 92** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing Certain Personnel Actions- Recreation

- Res # 93** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing Certain Personnel Actions- Department Of Public Works
- Res # 94** Authorize Agreement With Monmouth Truck For Purchase Of 11 Foot Utility Body And Installation In The Amount Of \$17,538.27
- Res # 95** Resolution Authorizing The Purchase Of John Deere 333g Compact Track Loader For Department Of Public Works From Jesco Under New Jersey State Co-Op #65mcscpcs, Contract # ESCNJ 18/19-25 For \$120,589.78
- Res # 96** Resolution Authorizing The Purchase And Installation Of Playground Equipment For Department Of Public Works From Ben Schaffer Recreation Inc. Under New Jersey State Co-Op #65MCESCCPS, Contract # ESCNJ 20/21-22 In An Amount Not To Exceed \$37,000.00
- Res # 97** Resolution of the Township Committee of the Township of Neptune awarding JCW INC DBA Natural Green Lawn Care and Sportcare Synthetic Field Maintenance the Jumping Brook Ballfield Complex contract in an amount not to exceed \$129,145.00
- Res # 98** Authorize the Payment of Bills
- Res # 99** Reclassify Special Law Enforcement Officer In The Police Department From Class II To Class I
- Res # 100** Authorize The Execution Of A Successor Collective Bargaining Agreement With Local No. 74, New Jersey State Policeman's Benevolent Association, Inc.

#### CONSENT AGENDA

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

*Vote:* Brantley \_\_\_\_\_ Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ York \_\_\_\_\_ Williams \_\_\_\_\_

#### SEPARATED RESOLUTIONS

- Res # 101** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing Certain Personnel Actions- Department Of Public Works

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

*Vote:* Brantley \_\_\_\_\_ Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ York \_\_\_\_\_ Williams \_\_\_\_\_

- Res # 102** Authorizing Referral By Township Committee Of Complaint To The State Of New Jersey, Department Of Community Affairs, Local Finance Board

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

*Vote:* Brantley \_\_\_\_\_ Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ York \_\_\_\_\_ Williams \_\_\_\_\_

#### PRIVILEGE OF THE FLOOR/PUBLIC COMMENTS

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

#### ADJOURNMENT

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

**TOWNSHIP OF NEPTUNE**

**RESOLUTION #22-78**

**AUTHORIZING SETTLEMENT IN THE MATTER OF ELENA GONZALEZ V. NEPTUNE  
TOWNSHIP, ET ALS. UNDER DOCKET NO. MON-L-367-16**

**WHEREAS**, Plaintiff, Elena Gonzalez, filed a lawsuit in 2016 against Neptune Township and members of the Neptune Township Police Department alleging various causes of action, including discrimination, in the Superior Court of New Jersey, Law Division under Docket No. MON-L-367-16; and

**WHEREAS**, as a result of negotiations with legal counsel for the Township's Joint Insurance Fund representing Neptune Township, a settlement was reached between the parties for alleged damages in the amount of \$620,000.00, plus legal fees to be determined based on the Reasonableness Standard, which shall be paid by the Township Insurance Carrier in total; subject to the consent of the Neptune Township Committee; and

**WHEREAS**, Plaintiff has already resigned from her position as a Police Officer as of May 1, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the governing body hereby authorizes a settlement and consents to said settlement reached by the Township's Insurance Carrier in the case of Elena Gonzalez v. Neptune Township, et als., paid in full by the Township's Insurance Carrier, along with reasonable attorney's fees.

**BE IT FURTHER RESOLVED**, that the Township Committee hereby authorizes the Mayor and Clerk to execute the Settlement Agreement and General Release provided by the Township's Insurance Carrier in this matter and authorizes disbursement of the aforesaid funds from the Neptune Township Insurance Carrier.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

**WHEREAS**, Elena Gonzalez ("Plaintiff") has filed a lawsuit against the Township of Neptune (Neptune) and several individual Defendants (collectively referred to as ("Defendants")) alleging various causes of action including New Jersey Law Against Discrimination and New Jersey Civil Rights Violations (Gonzalez v. Neptune, et. al., Docket No. Mon. L-367-16); and

**WHEREAS**, extensive discovery has been conducted and additional discovery is necessary before trial; and

**WHEREAS**, the above matters have been diligently managed and conferenced with the Honorable Owen C. McCarthy, J.S.C.; and

**WHEREAS**, the parties participated in a settlement conference before the Honorable Owen C. McCarthy, J.S.C. on December 2, 2021; and

**WHEREAS**, the Parties have reached a global settlement of pending litigation and all claims as set forth below; and

**NOW THEREFORE**, in consideration of the agreements, covenants and conditions herein contained, the sufficiency and adequacy being acknowledged by the signatures of the Parties hereto, the Parties agree as follows:

### Terms of Settlement

1) The matters entitled Gonzalez v. Neptune, et. als., Docket No. MON-L-367-16 (the Gonzalez Matter); will be dismissed with prejudice as to all Parties on the "Settlement Date," and as provided below in Section 6. "Settlement Date" herein shall be defined as the date that the Settlement has been placed on the record before Judge Owen McCarthy after this Settlement Agreement and General Release ("Agreement") has been fully executed.

2) The settlement of the Gonzalez Matter was placed on the record before Judge McCarthy on December 2, 2021, and is subject to the Parties' approval and execution of this Agreement. The Court will retain jurisdiction over the enforcement of any term of this Agreement.

3) The Defendants agree that the Law Office of Donald F. Burke may make application for counsel fees in the Gonzalez Matter. For the purposes of that application, the Defendant's stipulate that Plaintiff is the "prevailing party" as to the case of Gonzalez v. Neptune, et. al., Docket No. MON-L-367-16. Notwithstanding the stipulation, Neptune may oppose the application as to the reasonableness of fees and costs. The Court will retain jurisdiction over the counsel fee application, which can be made at any time after the Parties; approval and execution of this Agreement. Plaintiff's applications for fees in this case (if not settled) shall be, at Plaintiff's option, submitted simultaneously with the fee applications (if not otherwise settled or resolved) in the *Christine Savage v. Township of Neptune, et al.* and *Kyheem Davis v. Township of Neptune, et al.* matters. Payment of any counsel fee awarded will be made

within 14 days of Order of the Court. The parties agree that if there is an appeal on the award of counsel fees by Judge McCarthy, no fees shall be paid pending that appeal, and that no counsel fees shall be paid for time spent on any appeal of the attorney fee determination by Judge McCarthy.

4) Neptune Township agrees to pay the Plaintiff the sum of \$620,000.00 ("Settlement Payment") within ten (10) days following the Parties' approval and execution of this Agreement. This amount shall be for Plaintiff's pain and suffering and will not be deemed wages or economic damages. The check will be made payable to "*Elena Gonzalez and Donald F. Burke, Esq. as Attorney.*" Plaintiff's counsel will be issued an IRS Form 1099 and Plaintiff and Plaintiff's counsel will be responsible for the payment of any and all taxes associated with the Settlement Payment and will indemnify and hold the Defendants and their attorneys harmless from any and all tax obligations related to the Settlement Payment that the Defendants are ordered to pay. Plaintiff will be responsible for payment of any and all liens or subrogation interests asserted by medical providers for services rendered or provided to plaintiff up to "Settlement Date". Plaintiff's Counsel will provide a signed W-9 prior to payment being issued.

5) To the extent permitted by law, the Parties agree not to make any statements written or verbal, or cause or encourage others to make any statements, written or verbal regarding the past behavior of the Parties. The Parties agree that this provision extends to statements, written or verbal, including but not limited to, the news media, radio, television, internet postings of any kind, blogs, social media, (e.g., Facebook, Instagram, Twitter, or the like), consumer or trade bureaus, other state, county or local government offices or police departments, unions of any type or members of the public. Neptune Township will respond to inquiries from prospective employers with dates of employment and positions held. Plaintiff agrees to direct any and all requests for job verifications only to \_\_\_\_\_. The Parties agree that this paragraph is a material term of this Agreement and that in the event of a breach, the non-breaching Party may seek enforcement of this paragraph and damages for its breach, and that the filing of any such action would not be deemed a breach of this Agreement. Nothing herein shall be construed as prohibiting or precluding, in any way, testimony.

6) Plaintiff's counsel shall: (1) prepare a Stipulation of Dismissal with Prejudice as to all of the named Defendants in the Gonzalez Matter, which shall be filed upon the Parties approval and execution of this Agreement. Plaintiff represents and warrants that she has not filed any other lawsuits, claims or complaints against the Defendants including any charges or claims with the EEOC and/or the New Jersey DCR. Plaintiff agrees that she will not accept any financial recovery associated with any filing by any other employee of Neptune with the EEOC and/or the New Jersey DCR for any conduct or omissions that predate this Agreement.

7) In consideration of the Settlement Payment and the other consideration provided for in this Agreement, Plaintiff, personally and for Plaintiff's estate and Plaintiff's heirs; does hereby remise, release and forever discharge Defendants including their present and/or former agents, servants, insurers, officers, directors, and employees, and any and all other persons, firms, corporations, associations or entities, from all actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, obligations, claims and demands whatsoever in law or equity, known or unknown, pled or unpled, for back pay, front pay, employment benefits, bodily injury, personal injury, emotional distress, sick leave, health/medical bills or expenses, benefits, compensatory

damages, consequential damages, punitive, treble and/or exemplary damages, injunctive and/or declaratory relief, attorneys' fees, costs, interest and/or expenses that Plaintiff has or may have based upon any act, event or omission occurring before the execution of this Agreement, including, but not limited to, any events related to, arising from or in connection with Plaintiff's employment, and/or interaction with the Defendants, including, but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations and/or common law and all claims which were made or could have been made in the Lawsuit which Plaintiff ever had, now has or which his heirs, executors, administrators, successors or assigns, or any of them, hereafter can, shall or may have for, or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of execution of this Agreement, including, but not limited to, any potential claim relating to the following (along with any amendments thereto):

- (a) The National Labor Relations Act;
- (b) Title VII of the Civil Rights Act of 1964;
- (c) Sections 19.81 through 19.88 of title 42 of the United States Code;
- (d) The Employment Retirement Income Security Act of 1974;
- (e) The Immigration Reform Control Act;
- (f) The Age Discrimination & Employment Act of 1967;
- (g) The Americans with Disabilities Act of 1990;
- (h) The Fair Labor Standards Act;
- (i) The Occupational Safety & Health Act;
- (j) The Family Medical Leave Act of 1993;
- (k) The Equal Pay Act;
- (l) The New Jersey Law Against Discrimination;
- (m) The New Jersey Minimum Wage Law;
- (n) The Equal Pay Law for New Jersey;
- (o) The New Jersey Worker Health & Safety Act;
- (p) The New Jersey Family Leave Act;
- (q) The New Jersey Conscientious Employee Protection Act;
- (r) Any anti-retaliation provision of any statute or law
- (s) Any other federal, state or local civil or human rights law or any other law, regulation or ordinance, and provision of any federal or state constitution, any public policy, contract, tort or common law, conversion, spoliation, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees, and litigation costs); and
- (t) Any express or implied contract, practice, policy, handbook, employee manual or Collective Bargaining Agreement.

Excluding worker's compensation claims; provided, however, that Neptune reserves all rights regarding any worker's compensation claim, without limitation. Also excluding the right to a defense and indemnification from claims, actions or proceedings arising out of or in connection with Plaintiff's employment with Neptune or Plaintiff's actions or omissions as a Law Enforcement Officer and excluding Plaintiff's counsel's prevailing party status for purposes of an application for fees and costs as set forth in paragraph 3 above.

Further, Defendants agree to release any claims or suits they may have against Plaintiff.

8) It is expressly understood that neither the execution of this Agreement, nor any other action taken by the Defendants in connection with Plaintiff's alleged claims or this settlement Agreement, constitutes an admission by any of the Defendants of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff's employment were unwarranted, unjustified, retaliatory, discriminatory, harassing, wrongful or otherwise unlawful, as the Defendants deny any and all liability and allegations in this matter. It is further expressly understood that neither the execution of this Agreement, nor any other action taken by the Plaintiff in connection with Plaintiff's claims or this Settlement Agreement, constitutes an admission by Plaintiff that Defendants did not violate any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff's employment were warranted, justified, non-retaliatory, non-discriminatory, non-harassing, not wrongful or otherwise lawful, as the Plaintiff has asserted in this matter. This Agreement contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understanding pertaining to the subject matter hereof and is intended to memorialize the settlement of Plaintiff's claims. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Agreement.

9) This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties agree that any action to enforce or interpret this Agreement shall only be brought in a court of competent jurisdiction in the State of New Jersey, which the parties hereby acknowledge and agree to be the Superior Court of New Jersey, Monmouth County vicinage.

10) BY SIGNING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, THE PARTIES ACKNOWLEDGE:

- A. THE PARTIES HAVE READ IT;
- B. THE PARTIES UNDERSTAND IT AND KNOW THEY ARE GIVING UP IMPORTANT RIGHTS;
- C. THE PARTIES AGREE WITH EVERYTHING IN IT;
- D. THE PARTIES' ATTORNEYS, WITH AUTHORIZATION OF THEIR CLIENTS, NEGOTIATED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH THE PARTIES' AUTHORIZATION, KNOWLEDGE AND CONSENT;
- E. THE PARTIES HAVE BEEN ADVISED TO CONSULT WITH PROFESSIONALS OF THEIR CHOOSING PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE; AND
- F. THE PARTIES HAVE SIGNED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE FREELY, KNOWINGLY AND VOLUNTARILY.

11) If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, for any reason, the remaining provisions shall remain in full force and effect.

12) This Agreement accurately describes the terms agreed upon between the Parties, each of whom was represented by counsel of their choosing, and each of whom had input into its drafting, and, as such, it shall be construed as if it was jointly drafted by all of the Parties, and no uncertainty or ambiguity shall be construed against any of the Parties as the drafter.

13) This Agreement may be executed in Counterparts and may be executed via electronic signature.

***Dated:*** \_\_\_\_\_

\_\_\_\_\_  
***By: Elena Gonzalez***

***Witness as to Gonzalez:***

\_\_\_\_\_

***DEFENDANTS***

***DATED:*** \_\_\_\_\_

\_\_\_\_\_  
***BY: Nicholas Williams***  
***Mayor***

***Attest as to Township of Neptune***

\_\_\_\_\_



TOWNSHIP OF NEPTUNE

RESOLUTION 22-79

APPROVE THE TRANSFER OF TAXI MEDALLION LICENSE NO. 022

WHEREAS, Shueib Mohamad is the owner of Neptune Township Taxi Medallion No. 022; and,

WHEREAS, Shueib Mohamad has notified the Taxi License Coordinator of the intent to sell and transfer ownership of said medallion to Brian Daley of BD One Transportation, LLC; and,

WHEREAS, the Taxi License Coordinator has certified that all requirements of transfer have been satisfied,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that approval is hereby granted for the transfer of Taxi Medallion License No. 022 to Brian Daley of BD One Transportation, LLC; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Taxi License Coordinator and Municipal Clerk.

## **TOWNSHIP OF NEPTUNE**

### **RESOLUTION 22-80**

#### **AUTHORIZING THE TOWNSHIP OF NEPTUNE TO PARTICIPATE IN THE NATIONWIDE SETTLEMENT AGREEMENTS WITH JOHNSON & JOHNSON , MCKESSON, CARDINAL HEALTH, AND AMERISOURCEBERGEN TO RESOLVE CLAIMS INVOLVING THEIR ROLES IN THE COUNTRY'S OPIOID CRISIS**

**WHEREAS**, the ongoing opioid crisis in America has had a devastating effect on individuals and communities, including many here in Neptune Township; and

**WHEREAS**, the Township of Neptune is a party to a class action lawsuit filed by state, local, and tribal governments, hospitals, individuals, and insurers, seeking damages against opioid manufacturers, distributors, and retailers in In re National Prescription Opiate Litigation, Case No. 17-md-02804, MDL No. 2804, in the District Court for the Northern District of Ohio; and

**WHEREAS**, on August 20, 2021, Acting Attorney General Andrew J. Bruck announced that New Jersey intends to join nationwide settlement agreements with New Jersey based pharmaceutical company Johnson & Johnson and the United States' three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen, to resolve claims involving their roles in fomenting the country's opioid crisis; and

**WHEREAS**, participation in the nationwide settlements will not only hold the companies financially accountable by requiring payments of as much as \$26 billion, the settlements will provide funding to support programs that address the opioid epidemic in New Jersey and across the country, and will require significant changes in the pharmaceutical industry aimed at preventing similar crises in the future; and

**WHEREAS**, the proposed settlements provide:

“the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states' and subdivisions' lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids;”  
and

**WHEREAS**, participation by a significant number of states, county, and municipal governments nationwide must agree to the proposed terms in order for the settlements to take effect; and

**WHEREAS**, provided enough states opt to participate in the settlements, their subdivisions will have through January 26, 2022 to join; and

**WHEREAS**, the Township's share in the settlement funds will ultimately depend on the number of counties and municipalities that opt-in, population of each participating county and municipality, and effects of the opioid epidemic on each participating community; and

**WHEREAS**, it is in the best interests of the Township and its residents to participate and join in the settlement agreements in order to hold these companies financially accountable for the ongoing opioid crisis and to implement the necessary changes to prevent such a crisis from happening again in the near future.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Neptune, County of Monmouth, State of New Jersey that the Business Administrator, Township Clerk and Mayor are authorized to sign any documents necessary in order to join the settlement agreements with Johnson & Johnson, McKesson, Cardinal Health and AmerisourceBergen to resolve claims involving their participation in the opioid crisis.

**BE IT FURTHER RESOLVED** that upon effectuation of the settlement agreement, the Township of Neptune agrees to dismiss its claims against the settling parties.

**BE IT FURTHER RESOLVED** that the Township Clerk shall forward a copy of this Resolution to the Office of the Attorney General of New Jersey.

**TOWNSHIP OF NEPTUNE**  
**RESOLUTION 22-81**  
**AUTHORIZING THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE TO**  
**EXECUTE PCO#14 COVID FOR \$14,548.98 AND CHANGE ORDER # 3 FOR \$25,186.13 WITH**  
**KAPPA CONSTRUCTION COMPANY FOR A NEW CONTRACT TOTAL OF \$4,229,237.34**

**WHEREAS**, on January 27, 2020, the Township Committee adopted Resolution #20-97 which awarded a bid to Kappa Construction Company in the amount of \$3,997,000.00 in connection with the construction of the Public Works/ OEM facility, and;

**WHEREAS**, a change order reflects increases amounting to \$14,548.98 for PCO #14 COVID and \$25,186.13 for:

- Delete underground communication conduit
- Electrical added cost as requests by Owner building inspector
- COVID related expenses

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

**WHEREAS**, Change order PCO#14 COVID and Change Order #3 account for a change in amount of \$39,735.11 has been prepared to reflect and increase in the contract quantities and is a 0.994% change in original contract price, and;

**WHEREAS**, the Township's attorney has reviewed the project and Change Order PCO#14 COVID and Change Order #3 and recommends the Township Execute Change Order PCO#14 and Change Order #3 in the total amount of \$39,735.11, and;

**WHEREAS**, the total new contract price shall be \$4,229,237.34 after Change Order PCO#14 COVID and Change Order #3 has been accepted and executed by the Township, and;

**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 PCO#14 COVID for \$14,548.98 and Change Order #3 for \$25,186.13 for a total amount of \$39,735.11 for the contract between the Township of Neptune and Kappa Construction Company be executed thereby increasing the new total contract price for the project to \$4,229,237.34.
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.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

\_\_\_\_\_  
Gabriella Siboni  
Township Clerk

**Certification of Funds**

I, Michael Bascom, Chief Financial Officer of the Township of Neptune, do hereby certify to the Township Committee of the Township of Neptune that funds are available for the execution of Change Order PCO#14 COVID and Change Order #3 to Kappa Construction Company in the total amount of \$39,735.11

Account Name

Account Number

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Michael Bascom, Chief Financial Officer

\_\_\_\_\_  
Date

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 22-82**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE  
APPOINTING MEMBERS TO THE WESTLEY LAKE COMMITTEE**

**WHEREAS**, the following members are being appointed to the Westley Lake Committee:

<b>Board</b>	<b>Term</b>	<b>Position</b>	<b>Expiration</b>	<b>Name</b>
Westley Lake Committee	3 Year	Alternate	12/31/2024	Veronika Sonsev

**BE IT RESOLVED**, by the Township Committee of the Township of Neptune that the following be and are hereby made and the composition of the board is as follows:

<b>Board</b>	<b>Term</b>	<b>Position</b>	<b>Expiration</b>	<b>Name</b>
Westley Lake Committee	3 Year	Township Committee Member	12/31/2024	Keith Cafferty
Westley Lake Committee	3 Year	Business Administration Representative	12/31/2024	Dr. James Brown
Westley Lake Committee	3 Year	Engineer or Director of Public Works	12/31/2024	David Milmo
Westley Lake Committee	3 Year	At-large resident	12/31/2024	Keith Fiori
Westley Lake Committee	3 Year	At-large resident	12/31/2024	Rev. Beth Whalley Mitchell
Westley Lake Committee	3 Year	Alternate	12/31/2024	Veronika Sonsev

**TOWNSHIP OF NEPTUNE**

**RESOLUTION #22-83**

**AUTHORIZING PROPOSED SITE MODIFICATION TO CELL TOWER LICENSE AREA FOR  
VERIZON WIRELESS AT 25 NEPTUNE BLVD., NEPTUNE TOWNSHIP, NEW JERSEY 07753**

**WHEREAS**, a cell tower facility and monopole was constructed in 2008 per a Lease Agreement of 2007 between Neptune Township and Omnipoint Communications, Inc., later supplemented by an Agreement of March 31, 2008 with Verizon Wireless and including space on the aforesaid tower for use by the Township of Neptune; and

**WHEREAS**, Verizon Wireless was located on the aforesaid cell tower and received a license space for its equipment, as well as an equipment and storage area; and

**WHEREAS**, by letter of January 11, 2022 through agent, Crown Castle for Verizon Wireless, a request was made to the Township of Neptune to modify the telecommunications site by removing equipment, set forth more fully in drawings and plans submitted and reviewed by the Township Attorney and Engineer; and

**WHEREAS**, pursuant to the Lease Agreement, modifications can be undertaken and not unreasonably withheld by the Township where said modifications do not go beyond the leased area or affect other vendors on the tower; and

**WHEREAS**, it appears from a review of the drawings and plans that the requested modification is legally appropriate, and approved by the Township Engineer, and that the Township should consent to the same.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Neptune, County of Monmouth and State of New Jersey, that per the request of Crown Castle, located at 8020 Katy Fwy., Houston, Texas 77024, dated January 11, 2022, agent for Verizon Wireless, the Township Committee of the Township of Neptune does hereby authorize the modification of wireless communication equipment at the cell tower located at 25 Neptune Blvd., Neptune Township, New Jersey 07753 with regard to the leased area utilized by Verizon Wireless and authorizes the Mayor to authorize said modification by execution of a consent letter, a true copy of which is attached hereto as Exhibit A.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk



8020 Katy Fwy,  
Houston, TX 77024

Phone: (936) 230-7650  
Email:  
Thomas.Paine.Contractor@crowncastle.com  
www.crowncastle.com

January 11, 2022

VIA email  
[RCuttrell@neptunetownship.org](mailto:RCuttrell@neptunetownship.org)

TOWNSHIP OF NEPTUNE  
ATTN: THE HONORABLE VITO D. GADALETA  
TOWNSHIP BUSINESS ADMINISTRATOR  
25 NEPTUNE BLVD  
NEPTUNE, NJ 07753

Re: BU 826182 / "Neptune Muni." / 25 Neptune Blvd., Neptune, NJ 07753 ("Site")  
Standard Lease Agreement, dated August 9, 2007, as it may have been amended and assigned ("Lease")  
Consent for modifications

Dear TOWNSHIP OF NEPTUNE,

I am reaching out to you on behalf of CCTMO LLC ("Lessee") in order to obtain your consent as may be required by the Lease.

In order to better serve the public and minimize the number of towers in an area where this property is located, Verizon Wireless intends to modify its equipment at the wireless communication facility (the "Modification").

Under the Lease, Landlord's consent cannot be unreasonably withheld, conditioned or delayed. Please provide your consent **on or before February 1, 2022** by signing below and returning to [Thomas.Paine.Contractor@crowncastle.com](mailto:Thomas.Paine.Contractor@crowncastle.com) so that we may install Verizon Wireless's equipment as permitted under the Lease.

Please see the enclosed supplemental materials, as may be required by the Lease. If you have any questions concerning this request, please contact Thomas Paine at (936) 230-7650 or [Thomas.Paine.Contractor@crowncastle.com](mailto:Thomas.Paine.Contractor@crowncastle.com).

The Foundation for a Wireless World.  
CrownCastle.com

580206 - Verizon Wireless

A

TOWNSHIP OF NEPTUNE

January 11, 2022

Page 2

Sincerely,

Agreed and accepted \_\_\_\_\_

(Date)



Thomas Paine  
Real Estate Specialist

\_\_\_\_\_  
(Lessor's signature)

\_\_\_\_\_  
(Lessor's name and title)

[Enclosures]

*P.S. Please indicate below if you are interested in learning more about removing the obligation for you to sign these consent letters and receive a notice letter instead.*

☐ (check here) *Yes, I'm interested in learning more.*



## TOWNSHIP OF NEPTUNE

### RESOLUTION #22-84

#### ESTABLISH SALARIES FOR PART-TIME POSITIONS NOT COVERED BY CONTRACT

WHEREAS, there exists a number of part-time positions in the Township of Neptune that are not covered by a collective bargaining contract for which the Township Committee desires to establish salaries for years 2021-2024 to coincide with the term of the newly negotiated bargaining unit contracts; and,

WHEREAS, funds will be provided for the first three months of 2021 in the 2021 Temporary Budget in the various salary and wage appropriations and funds for the balance of 2021-2024 will be provided in the Budgets for the years 2021-2024, when finally adopted, and the Chief Financial Officer has so certified in writing; and,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby establishes salaries for certain stipend positions not covered by a collective bargaining contract or employment agreement for the years 2021-2024:

<u>Position</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Rent Leveling Board Secretary	\$4,000.00	\$4,140.00	\$4,285.00	\$4,435.00
Public Agency Compliance Officer	\$1,500.00	\$1,560.00	\$1,615.00	\$1,675.00
Shade Tree / Env Comm Secretary	\$2,000.00	\$2,070.00	\$2,150.00	\$2,225.00
Mercantile Officer	\$8,500.00	\$8,800.00	\$9,100.00	\$9,425.00
Assistant Mercantile Officer	\$3,000.00	\$3,105.00	\$3,220.00	\$3,335.00
Taxi Licenses	\$3,000.00	\$3,105.00	\$3,220.00	\$3,335.00
OEM Secretary	\$4,500.00	\$4,660.00	\$4,825.00	\$4,995.00
OEM Assistant Deputy Coordinator	\$4,000.00	\$4,140.00	\$4,285.00	\$4,435.00
OEM Deputy Coordinator	\$6,000.00	\$6,210.00	\$6,430.00	\$6,650.00
OEM Coordinator	\$8,500.00	\$8,800.00	\$9,100.00	\$9,425.00
Playground Safety Inspector	\$1,600.00	\$1,660.00	\$1,720.00	\$1,780.00
Alliance Coordinator	\$5,520.00	\$6,868.00	TBD	TBD
Zoning Compliance Officer	\$6,100.00	\$6,315.00	\$6,540.00	\$6,770.00
Technical Assistant to Construction Official	\$6,100.00	\$6,315.00	\$6,540.00	\$6,770.00
2nd Sewer Operator License	\$4,000.00	\$4,140.00	\$4,285.00	\$4,435.00
Mayor	\$10,500.00	\$10,900.00	\$11,280.00	\$11,675.00
Township Committee Member	\$9,000.00	\$9,315.00	\$9,650.00	\$9,990.00
Medical Director	\$3,000.00	\$3,200.00	\$3,400.00	\$3,550.00
Land Use Administrator	\$6,600.00	\$6,830.00	\$7,070.00	\$7,320.00
Assistant Zoning Officer	\$3,700.00	\$3,830.00	\$3,965.00	\$4,100.00
Sewer Operator	\$8,500.00	\$8,800.00	\$9,100.00	\$9,425.00
EDC Secretary	\$4,000.00	\$4,140.00	\$4,285.00	\$4,435.00
Fire- Sub Code Official	\$12,000.00	\$12,400.00	\$12,800.00	\$13,250.00
Assistant Director of Public Works	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Qualified Purchasing Agent	\$1,500.00	\$1,552.50	\$1,606.84	\$1,663.08

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.

## **TOWNSHIP OF NEPTUNE**

### **RESOLUTION #22-85**

#### **AUTHORIZING SETTLEMENT IN ALL MATTERS INVOLVING JERSEY SHORE UNIVERSITY MEDICAL CENTER V. NEPTUNE TOWNSHIP AND NEPTUNE TOWNSHIP V. JERSEY SHORE UNIVERSITY MEDICAL CENTER**

WHEREAS, Jersey Shore University Medical Center (hereinafter referred to as the “Hospital”) owns certain properties in Neptune Township identified as Block 1201, Lot 1; Block 1204, Lot 1, Qual. C204; Block 1204, Lot 1, Qual. C203; Block 1204, Lot 1, Qual. C104; Block 1204, Lot 1, Qual. C102 and Block 1201, Lot 2 (Davis Avenue) on the Tax Map of Neptune Township (hereinafter referred to as the “Properties”).

WHEREAS, the aforesaid Properties consist of a hospital building plus separate building suites, all owned by the Hospital, a division of HMM Hospitals Corporation; and

WHEREAS, Neptune Township has filed Tax Appeals and Counterclaims on Hospital properties challenging their exempt status and the Hospital has filed counterclaims to Neptune Township’s Tax Appeals and filed initial Appeals asserting its right of existing and continuing property tax exemption for appeal years 2016, 2018, 2019, 2020 and 2021; all filed under separate Docket Numbers in the Tax Court of New Jersey; and

WHEREAS, on February 22, 2021, Public Law 2021, Chapter 17 was approved and signed into law by the New Jersey State Legislature; said law of which addresses the issue of exemption and taxation with regard to hospitals and hospital properties; and

WHEREAS, the Hospital, the Neptune Township Tax Assessor and the Neptune Township Municipal Attorney have reached a proposed settlement of all of the aforesaid cases; dismissing all cases with prejudice; subject to a Community Service Contribution Agreement provided in Chapter 17 and commencing in the year 2021, whereby the Hospital, in lieu of taxes, shall pay an Annual Community Service Contribution of \$606,630.00 for the tax year 2021; with continued annual contributions based upon the Hospital’s New Jersey Department of Health Hospital License, effective as of January 1, 2020, which lists 554 licensed beds as defined by Chapter 17. Payment pursuant to this Agreement will continue for five (5) tax years with the 2021 tax year as the first year and the Annual Community Service Contribution increased in subsequent years as required by Chapter 17 and future amendments to Chapter 17; and

WHEREAS, the Hospital and Neptune Township agree to meet during the first quarter of the 2025 tax year to discuss future tax payments and Municipal Service Fees and/or as permitted by law, payments in lieu of taxation by the Hospital to Neptune Township for the municipal service provided and expenses incurred by Neptune Township as a result of the Hospital and the properties; and

WHEREAS, the Hospital agrees to continue to pay taxes on certain properties, since the Hospital and Neptune Township have agreed they are subject to taxation and not exemption, such as Block 1201, Lot 2, Qual. X, provided the aforesaid property remains unchanged from its use as a Thrift Shop in the 2021 tax year, as well as other spaces that may in the future, as they were in the past, determine to be operating in a non-exempt use.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the governing body hereby authorizes the settlement of the aforesaid Hospital cases for an Annual Community Service Contribution by the Hospital to the Township of \$606,630.00 for the 2021 tax year and continued annual contributions of the aforesaid based on the listing of 554 licensed beds as defined by Chapter 17 for five (5) tax years until the first quarter of 2025 tax year, which the Hospital and Neptune Township shall meet to agree and discuss the terms of future tax payments, Municipal Service Fees and/or if permitted by law, payment in lieu of taxation.

BE IT FURTHER RESOLVED, that although the aforesaid payments will be in lieu of the removal of the exemption of the Hospital Properties, continued removal of exemption in certain parts of Properties, such as Block 1201, Lot 2, Qual. X, known as the Thrift Shop and other possible Properties that may become subject to non-exemption use will continue.

BE IT FURTHER RESOLVED, that the Township Committee hereby authorizes the Mayor to execute and the Clerk to attest to said execution of all Agreements on all of the aforesaid Properties and for the Municipal Attorney to execute the Stipulation of Settlements and Stipulations of Dismissal, with prejudice with regard to all the aforesaid lawsuits.

BE IT FURTHER RESOLVED, that a true copy of the aforesaid Agreements shall be present in the Municipal Clerk's Office for review upon request.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

**TOWNSHIP OF NEPTUNE  
RESOLUTION #22-86**

**AUTHORIZING SETTLEMENT IN THE MATTER OF BRIAN BUTCH V. RICK CUTTRELL,  
CUSTODIAN OF RECORDS AND NEPTUNE TOWNSHIP IN OPRA COMPLAINT ONLY, FILED IN  
THE SUPERIOR COURT OF NEW JERSEY, APPELLATE DIVISION, UNDER DOCKET NO. A-3930-  
19T4**

WHEREAS, Plaintiff submitted an Open Public Records Act (“OPRA”) Request to the Custodian of Records of Neptune Township seeking copies of the Turner Report in 2018, and the request was denied, and Plaintiff filed a lawsuit in the Superior Court of New Jersey, Law Division, seeking access both under OPRA and the Common Law, and Judge Thornton, A.J.S.C., denied the request under OPRA, but granted the request under the Common Law, and awarded legal fees to Plaintiff’s attorney, Donald Burke, Esq., in the amount of \$14,275.07; and

WHEREAS, the then authorized Labor Attorney, Michael Burns, Esq. of the Law Firm of Marmero Law, LLC, and filed an appeal of the decision of Judge Thornton to the Appellate Division; and

WHEREAS, the Appellate Court affirmed the decision of Judge Thornton and requested the parties to resolve their differences with regard to legal fees incurred as a result of the appeal, for which the Plaintiff was entitled to under the Fee Shifting Provisions of OPRA, and in accordance with the Appellate Division’s decision that such fee shifting rights exist under the Common Law as well; and

WHEREAS, Michael Burns, Esq., recommended a settlement of \$20,000.00 in the Appellate Division case, which would result in a total legal fee award for Law Division and Appellate Division cases to the Law Firm of Donald Burke, Esq. in the amount of \$34,275.07; and

WHEREAS, Legal counsel, Michael Burns, Esq., recommends the aforesaid settlement, and finally, notes that the Appellate Court’s decision to impose legal fees under the Common Law is new law not previously decided.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the governing body hereby authorizes a settlement of the case of Brian Butch v. Rick Cuttrel, Custodian of Records, and Neptune Township, under Appellate Division Docket No. A-3930-19T4, with regard to the OPRA case involving Plaintiff, Brian Butch only, in the amount of \$20,000.00 in attorney’s fees and \$14,275.07 for the Law Division case for a total of \$34,275.07 in payment of legal fees to the attorney for the Plaintiff, “Donald F. Burke, Esq.”, as full settlement of all legal fees in compliance with the Final Order of Judge Thornton in the Superior Court of New Jersey, Law Division and the Final Order of the Appellate Court in the Superior Court of New Jersey, Appellate Division.

BE IT FURTHER RESOLVED, that the Chief Financial Officer hereby certifies the availability of funds for said settlement, said Certification shall be available in the Clerk’s Office for review upon request.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

**TOWNSHIP OF NEPTUNE**

**RESOLUTION #22-87**

**AUTHORIZING SETTLEMENT IN THE MATTER OF ELENA GONZALEZ V. RICK CUTTRELL, CUSTODIAN OF RECORDS AND NEPTUNE TOWNSHIP IN OPRA COMPLAINT ONLY, FILED IN THE SUPERIOR COURT OF NEW JERSEY, APPELLATE DIVISION, UNDER DOCKET NO. A-3929-19T3**

WHEREAS, Plaintiff submitted an Open Public Records Act (“OPRA”) Request to the Custodian of Records of Neptune Township seeking copies of the Turner Report in 2018, and the request was denied, and Plaintiff filed a lawsuit in the Superior Court of New Jersey, Law Division, seeking access both under OPRA and the Common Law, and Judge Thornton, A.J.S.C., denied the request under OPRA, but granted the request under the Common Law, and awarded legal fees to Plaintiff’s attorney, Donald Burke, Esq., in the amount of \$9,730.07; and

WHEREAS, the then authorized Labor Attorney, Michael Burns, Esq. of the Law Firm of Marmero Law, LLC, and filed an appeal of the decision of Judge Thornton to the Appellate Division; and

WHEREAS, the Appellate Court affirmed the decision of Judge Thornton and requested the parties to resolve their differences with regard to legal fees incurred as a result of the appeal, for which the Plaintiff was entitled to under the Fee Shifting Provisions of OPRA, and in accordance with the Appellate Division’s decision that such fee shifting rights exist under the Common Law as well; and

WHEREAS, Michael Burns, Esq., recommended a settlement of \$20,000.00 in the Appellate Division case, which would result in a total legal fee award for Law Division and Appellate Division cases to the Law Firm of Donald Burke, Esq. in the amount of \$29,730.07; and

WHEREAS, Legal counsel, Michael Burns, Esq., recommends the aforesaid settlement, and finally, notes that the Appellate Court’s decision to impose legal fees under the Common Law is new law not previously decided.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the governing body hereby authorizes a settlement of the case of Brian Butch v. Rick Cuttrel, Custodian of Records, and Neptune Township, under Appellate Division Docket No. A-3929-19T3, with regard to the OPRA case involving Plaintiff, Elena Gonzalez only, in the amount of \$20,000.00 in attorney’s fees and \$9,730.07 for the Law Division case for a total of \$29,730.07 in payment of legal fees to the attorney for the Plaintiff, “Donald F. Burke, Esq.” as full settlement of all legal fees in compliance with the Final Order of Judge Thornton in the Superior Court of New Jersey, Law Division and the Final Order of the Appellate Court in the Superior Court of New Jersey, Appellate Division.

BE IT FURTHER RESOLVED, that the Chief Financial Officer hereby certifies the availability of funds for said settlement, said Certification shall be available in the Clerk’s Office for review upon request.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

**TOWNSHIP OF NEPTUNE**

**RESOLUTION #22-88**

**AUTHORIZING SETTLEMENT IN THE MATTER OF GARDEN HOMES MANAGEMENT CORP.  
AND THIRD GARDEN PARK LIMITED PARTNERSHIP V. TOWNSHIP OF NEPTUNE IN THE  
SUPERIOR COURT OF NEW JERSEY, COUNT OF MONMOUTH, LAW DIVISION, UNDER  
DOCKET NO. 280-09**

WHEREAS, this matter was originally brought by Garden Homes Management Corp. and Third Garden Park Limited Partnership (Eldridge Mobile Home Park) against Neptune Township in 2009, with the Township filing a Counterclaim whereby the Plaintiff sought Declaratory Judgment prohibiting the Township from enforcing Zoning Ordinances against the Plaintiff; claiming that it was a preexisting mobile home park, and the Defendant, Neptune Township, seeking to prevent the expansion of the subject mobile home park in violation of present Zoning Laws and the original Site Plan Approval and continued violations of the Storm Water Drainage Laws and Maintenance Code Requirements and demanding enlarged emergency vehicle ingress and egress; and

WHEREAS, a Stipulation of Settlement was reached between the parties and filed on August 5, 2010; and

WHEREAS, the Township continued to have problems concerning violation of Zoning Ordinances by the continued expansion of the mobile home park by the placement of shed, decks and other structures, and continued to seek enforcement through the original Stipulation of Settlement by prohibiting placement of new mobile home units in the mobile home park; and

WHEREAS, as a result of the disagreements aforesaid, Plaintiff filed a Motion for Enforcement of the prior Stipulation of Settlement of 2010 in the Superior Court of New Jersey, County of Monmouth, Law Division in April, 2021, seeking enforcement of the original Stipulation of Settlement, and the Defendant, Neptune Township, filed a Cross Motion on April 22, 2021 seeking enforcement of the aforesaid Stipulation of Settlement of 2010; and

WHEREAS, the most important goal of the Defendant, Neptune Township, was to seek an "As-Built Survey" showing all structures on the mobile home park site, so that effective enforcement of the Zoning Ordinances could be undertaken, and the greater interests of the Plaintiff was that Plaintiff sought placement of new mobile home units to replace old mobile home units, and as a result, a new Stipulation of Settlement has been proposed between the parties, addressing all these issues; a true copy of which is attached hereto and made a part hereof as Exhibit A, and the parties hereby seek authorization of said Stipulation of Settlement by the governing body of the Township of Neptune.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the governing body hereby authorizes a Stipulation of Settlement amending the Stipulation of Settlement filed in August, 2010 and authorizing the attorney for the Township of Neptune to execute the aforesaid Stipulation of Settlement.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

---

Gabriella Siboni  
Township Clerk

HANLON NIEMANN & WRIGHT, P.C.  
CHRISTOPHER J. HANLON, ESQ. (Attorney I.D. 018701976)  
Juniper Business Plaza  
3499 Route 9 North, Suite 1-F  
Freehold, N.J. 07728  
732-863-9900, Fax 732-431-2499  
Email: [chanlon@hnlawfirm.com](mailto:chanlon@hnlawfirm.com)  
Attorneys for Plaintiffs

-----x GARDEN HOMES MANAGEMENT CORP. and THIRD GARDEN PARK LIMITED PARTNERSHIP,  Plaintiffs,  v.  TOWNSHIP OF NEPTUNE,  Defendant. -----x	SUPERIOR COURT OF NEW JERSEY COUNTY OF MONMOUTH LAW DIVISION  <i>CIVIL ACTION</i>  DOCKET NO. MON-L-280-09  <b>STIPULATION OF SETTLEMENT, AMENDMENT TO STIPULATION OF SETTLEMENT FILED AUGUST 11, 2010</b>
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This matter having been opened to the court by Plaintiff, Christopher J Hanlon, Esq. of Hanlon, Neiman and Wright, PC appearing, and Gene J. Anthony Esq. appearing in opposition on behalf of the defendant, and it appearing that the parties have agreed to amicably resolve the pending motion seeking enforcement of the previous Stipulation of Settlement filed with this court on August 5, 2010 ("The August 5, 2010 Stipulation of Settlement"), now therefore, the parties stipulate as follows:

1. The Neptune Township Zoning Officer will immediately issue zoning permits for the installation of replacement manufactured homes to be located at lots 28

and 53 in the Eldridge Mobile Home Park with sizes depicted on attached Exhibits A and B. The locations for these homes will be based upon the separation distances between adjoining mobile homes depicted on the exhibits. Even though the replacement home may not go into the exact location (“footprint”) of the home it is replacing, no further application need be made to the Zoning Board of Adjustment for the issuance of these zoning permits. Plaintiff agrees to the removal of the deck and canopy on Lot 28 and agrees they cannot be replaced. Plaintiff has demonstrated that the deck and canopy of Unit E predated 2010 and that the shed on Unit E is not attached to the home.

2. Before any additional zoning permits (over and above those referred to in section 1 hereof) will be issued for any other replacement homes in the Eldridge community, Plaintiff must obtain an “As-built” survey of the property (as defined herein), which depicts the location of all improvements required in Section 1102(B) of Borough Ordinances except “substructures”. In addition, in lieu of “such other information with regard to the lot and neighboring lots as may be necessary to determine and provide for the enforcement of this Ordinance”, the “As-built” Survey will show.: manufactured homes, mobile homes or trailers, sheds, decks, awnings, fences, all macadam (including streets and parking areas), concrete additions (e.g. patios, or any other) and stairs. (the “As-builtSurvey”). The “As-Built” Survey will satisfy the Plaintiff’s obligation set forth in paragraph 11 of the August 5, 2010 Stipulation of Settlement.

3. All improvements depicted on the As-Built Survey shall be deemed "grandfathered" and not subject to any further municipal approval to maintain. It is the



express intention of the parties hereto to "grandfather" all improvements that exist as of the date of completion of the "As-built" survey and the municipality shall not commence any zoning enforcement actions against grandfathered improvements. Improvements not reflected on the survey will not be "grandfathered." Any modifications of said structures would be subject to the current regulations.

4. Paragraph six of the August 5, 2010 Stipulation of Settlement is amended to read as follows:

"6. All future construction /work/installation of structures requiring zoning approval ("New Improvements") shall be allowed and a Zoning Permit issued if A) the proposed placement complies with all applicable bulk requirements, or, B) where the total square footage of the New Improvements is the same or less than the square footage of the existing improvements being replaced ("Existing Improvements"). The location of New Improvements permitted under Clause B herein, may be adjusted from the location of Existing Improvements to lessen the degree of zoning non-conformity, including separation distances from adjoining homes and associated improvements. All proposals shall be reviewed by the Zoning officer to ensure either compliance with applicable ordinances, or compliance with Clause B hereof.

Regardless of the foregoing, Plaintiff reserves the right to submit applications to the Zoning Board of Adjustment for replacement homes or other improvements seeking relief from any ordinance requirement under

the terms of the Municipal Land Use Law.

5. Each mobile home lot will be allowed to have one shed no larger than ten (10) feet by ten (10) feet. There is no setback requirement for sheds. All existing sheds as shown on the "As-built" survey are expressly grandfathered, without the need for any further municipal approval. No new shed will be permitted that does not conform with this requirement. Replacement sheds that conform with this requirement shall be given zoning permits.

6. All homes shall be permitted a paved parking area of no more than 400square feet. Creation of such parking areas shall not require a zoning permit.

7. A zoning permit shall not be required to replace entrance steps provided that the replacements are pre-manufactured fiberglass steps with a landing no larger than 4' x 4', and no less than 15 feet from any adjoining uits unless a stairs or a deck was previously in place as located on the "As-built" survey.

8. All other provisions of the Stipulation of Settlement filed August 11, 2010, shall remain in effect unless such provisions conflict with the terms hereof, in which case the terms hereof will govern.

Dated: September 9, 2021

LAW OFFICES OF GENE J. ANTHONY  
Attorneys for Defendant Township of  
Neptune

HANLON NIEMANN & WRIGHT, P.C.<sup>5</sup>  
Attorneys for Plaintiffs, Garden Homes  
Management Corp. and Third Garden Park  
Limited Partnership

By: \_\_\_\_\_  
GENE J. ANTHONY, ESQ.

By: CHRISTOPHER J. HANLON, ESQ.

**TOWNSHIP OF NEPTUNE**

**RESOLUTION #22-89**

**RESOLUTION AUTHORIZING TERMINATION OF SEWER RESERVATION FEE AGREEMENT  
WITH THE BOROUGH OF TINTON FALLS AND WILLIAM J. SITAR, SR.**

WHEREAS, on May 6, 1997, the Township of Neptune, the Borough of Tinton Falls, Rimco Associates and the Township of Neptune Sewerage Authority entered into a Sewer Reservation Fee Agreement whereby Neptune Township and the Township of Neptune Sewerage Authority, and in particular the Township itself, would provide and reserve 125 equivalent service units, and provide domestic sewage treatment and disposal services if utilized by the Borough of Tinton Falls and the developer, Rimco Associates, or their successors and assigns to the extent provided by the Agreement and to the extent reserved by Neptune Township, with an annual reservation fee set forth more fully in the aforesaid Agreement, as well as other rights and obligations of service provided in said Agreement with regard to property being developed primarily at the terminus of Pine Street in the Borough of Tinton Falls, designated as a portion of Lot 49.01, Block 123 (approximately 22 acres in size) on the Tinton Falls Borough Tax Map (the "Property"); and

WHEREAS, although the aforesaid Agreement was authorized by Ordinance No. 97-13; adopted April 7, 1997; said Ordinance was amended by Ordinance No. 12-02; adopted February 27, 2012; amending the aforesaid Agreement of 1997 to include co-developer, William J. Sitar, Sr., as the successor to the prior developer; and

WHEREAS, by letter of December 29, 2021 from William J. Sitar, Sr., the developer requested to terminate the 1997 Agreement concerning reservation of sewer capacity starting the year 2022, pursuant to Paragraph 4 of the Agreement of 1997, with the understanding that according to the Chief Financial Officer of Neptune Township, Michael Bascom, there is no default or fees due and owing as of January 14, 2022 by the developer.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the Township Committee hereby authorizes the termination of the Service Agreement of May 6, 1997 with the Borough of Tinton Falls and successor to the developer, Rimco Associates, namely, William J. Sitar, Sr., ending all rights and obligations that may have existed with regard to the developer and Neptune Township as of the date of this Resolution.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

**TOWNSHIP OF NEPTUNE**

**RESOLUTION #22-90**

**ACCEPT THE RESIGNATION OF MICHAEL BONANNO AS A SPECIAL LAW  
ENFORCEMENT OFFICER CLASS II IN THE POLICE DEPARTMENT**

WHEREAS, the Chief of Police has received a letter from Michael Bonanno resigning as a Special Law Enforcement Officer - Class II in the Police Department effective January 18, 2022,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of Michael Bonanno as a Special Law Enforcement Officer – Class II in the Police Department is hereby accepted effective January 18, 2022; and,

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

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

**TOWNSHIP OF NEPTUNE**

**RESOLUTION #22-91**

**ACCEPT THE RESIGNATION OF JOHN MATTIA AS A SPECIAL LAW ENFORCEMENT  
OFFICER CLASS II IN THE POLICE DEPARTMENT**

WHEREAS, the Chief of Police has received a letter from John Mattia resigning as a Special Law Enforcement Officer - Class II in the Police Department effective January 21, 2022,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of John Mattia as a Special Law Enforcement Officer – Class II in the Police Department is hereby accepted effective January 21, 2022; and,

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

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 22-92**

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

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

**WHEREAS**, the Township Administrator and the Department Heads involved have recommended the appointments of the following individuals; and

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

**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><b>NAME</b></u>	<u><b>DEPT. POSITION</b></u>	<u><b>SALARY</b></u>	<u><b>EFFECTIVE DATE</b></u>
Kaitlyn Oates	Camp Director	\$21.00/ hour	1/25/2022

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 22-93**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF  
NEPTUNE AUTHORIZING CERTAIN PERSONNEL ACTIONS- DEPARTMENT OF  
PUBLIC WORKS**

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

**WHEREAS**, the Township Administrator and the Department Heads involved have recommended the appointments of the following individuals; and

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

**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><b>NAME</b></u>	<u><b>DEPT. POSITION</b></u>	<u><b>SALARY</b></u>	<u><b>EFFECTIVE DATE</b></u>
Jayme Narciso	Departmental Secretary	\$38,528.62	1/25/2022

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk



**TOWNSHIP OF NEPTUNE**

**RESOLUTION 22-94**

**AUTHORIZE AGREEMENT WITH MONMOUTH TRUCK FOR PURCHASE OF 11 FOOT  
UTILITY BODY AND INSTALLATION IN THE AMOUNT OF \$17,538.27**

WHEREAS, the Purchasing Agent solicited quotes for the purchase and installation of an eleven foot Utility Body; and,

WHEREAS, the cost of said item is less than the bid threshold but exceeds \$17,500.00 and therefore must be awarded by Resolution of the governing body; and,

WHEREAS, said quotes were reviewed by the Public Works Director and the Purchasing Agent who have recommended that the low quote be accepted in accordance with the Open Public Contracts Law; and,

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

1. The purchase and installation of an eleven foot Utility Body from Monmouth Truck is hereby authorized pursuant to their quote of \$17,538.27
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 Public Works Director.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

**Certification of Funds**

I, Michael Bascom, Chief Financial Officer of the Township of Neptune, do hereby certify to the Township Committee of the Township of Neptune that funds are available for the purchase and installation of an eleven foot Utility Body from Monmouth Truck is hereby authorized pursuant to their quote of \$17,538.27.

Account Name

Account Number

2021 Streets and Roads OE Budget

01-203-26-290-020

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Michael Bascom, Chief Financial Officer

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Date

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 22-95**

**RESOLUTION AUTHORIZING THE PURCHASE OF JOHN DEERE 333G COMPACT TRACK  
LOADER FOR DEPARTMENT OF PUBLIC WORKS FROM JESCO UNDER NEW JERSEY STATE  
CO-OP #65MCESCCPS, CONTRACT # ESCNJ 18/19-25 FOR \$120,589.78**

WHEREAS, the Township of Neptune wishes to purchase John Deere 333g Compact Track Loader For Department Of Public Works From Jesco Under New Jersey State Co-Op #65mcescps, Contract # ESCNJ 18/19-25 For \$120,589.78; and

WHEREAS, Jesco, having an address at 1275 Bloomfield Ave., New Jersey 07004, has been awarded under State Co-Op #65MCESCCPS, Contract# ESCNJ 18/19-25 for purposes of selling said 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 John Deere 333G Compact Track Loader from Jesco under New Jersey State Co-OP #65MCESCCPS, Contract #ESCNJ 18/19-25 for \$120,589.78 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 Public Works Director.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

**Certification of Funds**

I, Michael Bascom, Chief Financial Officer of the Township of Neptune, do hereby certify to the Township Committee of the Township of Neptune that funds are available for the purchase of John Deere 333G Compact Track Loader from Jesco under New Jersey State Co-OP #65MCESCCPS, Contract #ESCNJ 18/19-25 for \$120,589.78

**Account Name**

Ordinance 21-35 2021 MCIA

**Account Number**

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Michael Bascom, Chief Financial Officer

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Date

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 22-96**

**RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR DEPARTMENT OF PUBLIC WORKS FROM BEN SCHAFER RECREATION INC UNDER NEW JERSEY STATE CO-OP #65MCESCCPS, CONTRACT # ESCNJ 20/21-22 IN AN AMOUNT NOT TO EXCEED \$37,000.00**

WHEREAS, the Township of Neptune sought to Purchase and install Playground Equipment for Department of Public Works from Ben Schaffer Recreation Inc. Under New Jersey State Co-Op #65MCESCCPS, Contract # ESCNJ 20/21-22 in an amount not to exceed \$37,000.00; and

WHEREAS, Jesco, having an address at 5677 Berkshire Valley Road Oak Ridge, NJ 07438, has been awarded under State Co-Op #65MCESCCPS, Contract# ESCNJ 20/21-22 for purposes of selling and installing state materials; 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 and Installation of Playground Equipment for Department of Public Works from Ben Schaffer Recreation Inc. under New Jersey State Co-Op #65MCESCCPS, Contract # ESCNJ 20/21-22 in an amount not to exceed \$37,000.00 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 Public Works Director.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

**Certification of Funds**

I, Michael Bascom, Chief Financial Officer of the Township of Neptune, do hereby certify to the Township Committee of the Township of Neptune that funds are available for the Purchase and Installation of Playground Equipment for Department of Public Works from Ben Schaffer Recreation Inc. under New Jersey State Co-Op #65MCESCCPS, Contract # ESCNJ 20/21-22 in an amount not to exceed \$37,000.00

**Account Name**

Ordinance 21-23 Improvements to Parks

**Account Number**

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Michael Bascom, Chief Financial Officer

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Date

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 22-97**

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE  
AWARDING JCW INC DBA NATURAL GREEN LAWN CARE AND SPORTCARE SYNTHETIC  
FIELD MAINTENANCE THE JUMPING BROOK BALLFIELD COMPLEX CONTRACT IN AN  
AMOUNT NOT TO EXCEED \$129,145.00**

WHEREAS, the Township of Neptune advertised a notice to bidders on \_\_\_\_\_ requesting bid submissions for the Jumping Brook Ballfield Complex; and

WHEREAS, on January 19, 2022, the Township of Neptune received bids as follows:

<b>Company</b>	<b>Address</b>	<b>Base Bid</b>
JCW Inc. dba Natural Green Lawn Care and Sportcare Synthetic Field Maintenance	795 E. Main St. Bridgewater Twp, NJ 08807	\$129,145.00
Bob Viersma & Sons, Inc.	P.O. Box 224 Allamuchy, NJ 07820	\$156,250.00
Precise Construction	1016 Highway 33 Freehold, NJ 07728	\$236,300.00

WHEREAS, the Township Engineer has recommended to the Township Committee that the contract be awarded to JCW Inc. dba Natural Green Lawn Care and Sportcare Synthetic Field Maintenance, and;

Whereas, the Township Attorney reviewed the proposed submitted by JCW Inc. dba Natural Green Lawn Care and Sportcare Synthetic Field Maintenance and found the same to be legally sufficient

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

1. The Township Committee hereby concurs with the recommendations of the Township Engineer and hereby awards the contract for the Jumping Brook Ballfield Complex to JCW Inc. dba Natural Green Lawn Care and Sportcare Synthetic Field Maintenance in a form of contract acceptable to the Township Attorney.
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 Public Works Director.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

\_\_\_\_\_  
Gabriella Siboni  
Township Clerk

**Certification of Funds**

I, Michael Bascom, Chief Financial Officer of the Township of Neptune, do hereby certify to the Township Committee of the Township of Neptune that funds are available for the Jumping Brook Ballfield Complex contract in an amount not to exceed \$129,145.00

**Account Name**  
Ordinance 21-23 Improvements to Parks

**Account Number**

\_\_\_\_\_  
Michael Bascom, Chief Financial Officer

\_\_\_\_\_  
Date

**TOWNSHIP OF NEPTUNE**

**RESOLUTION #22-98**

**AUTHORIZE THE PAYMENT OF BILLS**

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

**January 10, 2022 Bill List**

Current Fund	\$56,257.91
General Capital Fund	\$23,422.00
Sewer Operating Fund	\$835.84
Payroll Fund	\$12,629.12
<b>Bill List Total</b>	<b>\$93,144.87</b>

**January 24, 2022 Bill List**

Current Fund	\$5,337,872.22
Grant Fund	\$58,495.96
Trust Other	\$74,712.31
General Capital Fund	\$48,733.33
Sewer Operating Fund	\$66,391.24
Sewer Capital Fund	\$63,471.94
Marina Operating Fund	\$7,622.98
<b>Bill List Total</b>	<b>\$5,657,299.98</b>

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

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

## List of Bills - (All Funds)

Meeting Date: 01/10/2022 For bills from 12/21/2021 to 01/14/2022

Vendor	Description	Account	PO Payment	Check Total
<b>Current Fund</b>				
4414 - CHIEF JAMES HUNT	PO 33358 SET UP 2022 PETTY CASH PER RES 22-51	250.00	250.00	250.00
4413 - DEBRA ADAMS	PO 33359 SET UP 2022 PETTY CASH PER RES 22-51	200.00	200.00	200.00
1517 - GENE J. ANTHONY, ESQ.	PO 31447 RES 21-3		29,664.54	
01-203-20-155-020 (2021) Legal Services OE		29,664.54		
	PO 32182 RES 20-323		65.35	
01-203-20-155-020 (2021) Legal Services OE		65.35		29,729.89
1824 - INSTITUTE FOR PROFESSIONAL	PO 33381 WEBINAR: SEXUAL HARASSMENT IN THE WORKPL		50.00	
01-203-20-130-020 (2021) Financial Admin OE		50.00		50.00
4416 - JOHN BONNEY	PO 33360 SET UP 2022 PETTY CASH PER RES 22-51	250.00	250.00	250.00
8300 - LENOX CONSULTING LLC	PO 31448 RES 21-20		21,000.00	
01-203-30-412-020 (2021) Publicity & Tourism OE		21,000.00		21,000.00
9311 - MJ'S RESTAURANT BAR AND GRILL	PO 33454 REFRESHMENTS FOR HOLIDAY MEETING		818.03	
01-201-25-252-020 Office of Emergency Management OE		818.03		818.03
9126 - READY REFRESH BY NESTLE	PO 31710 2021 water cooler rental		599.99	
01-203-25-240-020 (2021) Police Department OE		599.99		599.99
8921 - TOWN HALL STREAMS	PO 33312 MONTHLY MEETING STREAMING APRIL 2021 - M		3,360.00	
01-203-31-450-020 (2021) Telecommunications Costs OE		3,360.00		3,360.00
<b>General Capital</b>				
6211 - HUTCHINSON	PO 33074 DIRECT INSTALL PROGRAM BOILER WORK		16,695.00	
04-215-55-911-020 Ord 21-31 Phase II PW Facility		16,695.00		16,695.00
2260 - LAGER GLASS CO	PO 33218 FURNISH AND INSTALL SAFETY GLASS ON COUN		1,800.00	
04-215-55-903-020 Ord 20-13 COVID Improvements & Acquis		1,800.00		1,800.00
4972 - SECURITY CAM DEPOT	PO 33110 LTN7616HT 16 CHANNEL HYBRID DVR/NVR		4,927.00	
04-215-55-913-020 Ord 21-29 Telephone & Video Surv Stms, Severs		4,927.00		4,927.00
<b>Sewer Operating Fund</b>				
6219 - JOSEPH FAZZIO WALL LLC	PO 33009 Hand tools and equipment		835.84	
07-203-55-501-020 (2021) Utility Operating OE		835.84		835.84
TOTAL				80,515.75
Total to be paid from Fund 01 Current Fund		56,257.91		

**List of Bills - (All Funds)**

Meeting Date: 01/10/2022 For bills from 12/21/2021 to 01/14/2022

Vendor	Description	Account	PO Payment	Check Total
Total to be paid from Fund 04 General Capital	23,422.00			
Total to be paid from Fund 07 Sewer Operating Fund	835.84			
	=====			
	80,515.75			

**Checks Previously Disbursed**

30266	Internal Revenue Service	PO# 33472 FID# 21-6000916, 3rd Qtr 2020 & 4t	12,629.12	1/14/2022
			-----	
			12,629.12	

Totals by fund	Previous Checks/Voids	Current Payments	Total
-----			
Fund 01 Current Fund		56,257.91	<b>56,257.91</b>
Fund 04 General Capital		23,422.00	<b>23,422.00</b>
Fund 07 Sewer Operating Fund		835.84	<b>835.84</b>
Fund 40 PAYROLL FUND	12,629.12		<b>12,629.12</b>
-----			
BILLS LIST TOTALS	12,629.12	80,515.75	<b>93,144.87</b>
			=====

**List of Bills - (All Funds)**

Meeting Date: 01/24/2022 For bills from 01/11/2022 to 01/21/2022

Vendor	Description	Account	PO Payment	Check Total
<b>Current Fund</b>				
4861 - A & J PRODUCE	PO 32965 PRODUCE, FRUIT, ETC.		85.00	
01-203-28-372-020 (2021) Senior Citizens Programs OE		85.00		85.00
21 - A. R. COMMUNICATIONS	PO 32488 Radio base station for Reception office		1,495.00	
01-203-26-290-020 (2021) Streets and Road Maintenance OE		1,495.00		1,495.00
70 - ADP, LLC	PO 31781 2021 PAYROLL SERVICES		4,523.49	
01-203-20-130-020 (2021) Financial Admin OE		4,523.49		4,523.49
4994 - ALL STAR INVESTIGATIONS	PO 33197 hard enamel pins w/tie tack		590.00	
01-203-25-240-020 (2021) Police Department OE		590.00		590.00
146 - ALLIANCE COMMERCIAL PEST	PO 31425 2021 PEST CONTROL SERVICES		1,260.00	
01-203-26-310-020 (2021) Buildings and Grounds OE		1,260.00		1,260.00
9344 - AMBER L HAGAN	PO 33303 REFUND 2020 TAXES ON BLOCK 4001, LOT 10		2,150.90	
		2,150.90		2,150.90
211 - AMERICAN WATER SHARED SERVICES CENT	PO 31709 2021 water charges		1,425.73	
01-203-31-445-020 (2021) Water OE		1,425.73		1,425.73
7709 - ASBURY PARK PRESS	PO 33362 HPC Legal Ad December 14, 2021 Meeting		94.40	
01-203-21-186-020 (2021) Historic Preservation Comm OE		94.40		94.40
8491 - AT&T MOBILITY	PO 31654 2021 TELEPHONE CHARGES		319.56	
01-203-31-440-020 (2021) Telephone OE		319.56		319.56
326 - ATLANTIC BUSINESS PRODUCTS	PO 33258 QUARTERLY COPIER MAINTENANCE 08/22/2021		1,942.51	
01-203-26-300-020 (2021) Other Public Works Functions OE		107.06		
01-203-22-195-020 (2021) Uniform Construction Code OE		72.02		
01-203-25-240-020 (2021) Police Department OE		541.51		
01-203-28-372-020 (2021) Senior Citizens Programs OE		457.28		
01-203-28-370-020 (2021) Recreation Services and Programs OE		56.30		
01-203-25-252-020 (2021) Office of Emergency Management OE		9.55		
01-203-43-490-020 (2021) Municipal Court OE		20.54		
01-203-20-100-020 (2021) General Admin OE		678.25		1,942.51
8261 - BELSON OUTDOORS	PO 33250 Backboard braces and hardware		275.57	
01-203-28-375-020 (2021) Maintenance of Parks OE		275.57		275.57
8694 - BILLOWS	PO 32356 Various Materials		701.12	
01-203-28-375-020 (2021) Maintenance of Parks OE		701.12		701.12
580 - CABLEVISION OF MONMOUTH	PO 33517 2022 OPTIMUM CHARGES		3,932.22	
01-201-31-450-020 Telecommunications Costs OE		3,932.22		3,932.22
6451 - CENTERRA GROUP, LLC	PO 31603 JUNE 2021 VEHICLE MAINTENANCE CONTRACT		116,437.60	
01-203-26-315-020 (2021) Public Works Vehicle Maintenance OE		116,437.60		116,437.60



**List of Bills - (All Funds)**

Meeting Date: 01/24/2022 For bills from 01/11/2022 to 01/21/2022

Vendor	Description	Account	PO Payment	Check Total
6451 - CENTERRA GROUP, LLC	PO 33442 2022 VEHICLE MAINTENANCE - BOROUGH OF AL		9,221.93	
01-201-42-315-020 Interlocal - Vehicle Maintenance OE		1,909.52		
01-201-42-315-020 Interlocal - Vehicle Maintenance OE		4,710.25		
01-201-42-315-020 Interlocal - Vehicle Maintenance OE		2,082.36		
01-201-42-315-020 Interlocal - Vehicle Maintenance OE		519.80		<b>9,221.93</b>
819 - COASTER	PO 31496 LEGAL ADVERTISEMENT		46.74	
01-203-20-120-020 (2021) Municipal Clerk OE		46.74		
	PO 32508 LEGAL ADVERTISEMENTS		580.62	
01-203-20-120-020 (2021) Municipal Clerk OE		580.62		
	PO 33363 HPC Legal Ad December 14, 2021 Meeting		45.07	
01-201-21-186-020 Historic Preservation Comm OE		45.07		<b>672.43</b>
843 - COMMUNITY BIBLE CHURCH	PO 33232 2021 POLLING PLACE		400.00	
01-276-55 ELECTION EXPENSES		400.00		<b>400.00</b>
890 - COUNTRY CLEAN INC	PO 31566 PLACEMATS, PAPER PRODUCTS, SUPPLIES, ETC		266.08	
01-203-28-372-020 (2021) Senior Citizens Programs OE		266.08		<b>266.08</b>
959 - DAN PIENCIAK	PO 31572 TAI CHI CHIH INSTRUCTION		330.00	
01-203-28-372-020 (2021) Senior Citizens Programs OE		330.00		<b>330.00</b>
1020 - DEAL LAKE COMM	PO 33428 2022 DEAL LAKE COMMISSION ASSESSMENT		1,000.00	
01-201-27-335-020 Environmental/Shade Tree Services OE		1,000.00		<b>1,000.00</b>
1037 - DELL COMPUTERS	PO 33199 Dell Latitude 5421 Laptop for new Busine		3,378.67	
01-203-20-100-020 (2021) General Admin OE		3,378.67		<b>3,378.67</b>
4918 - DENTAL SERVICES ORGANIZATION, INC.	PO 33487 2022 DENTAL INSURANCE 85A160		4,953.82	
01-201-23-220-020 Employee Group Insurance OE		4,953.82		<b>4,953.82</b>
7759 - DIRECT ENERGY BUSINESS	PO 31652 2021 natural gas charges		55.69	
01-203-31-446-020 (2021) Natural Gas OE		55.69		<b>55.69</b>
9106 - DRONE SENSE	PO 31316 DSL002-12, Detachable Sensor Drone Licen		5,232.00	
		5,232.00		<b>5,232.00</b>
6707 - EAGLE POINT GUN/T.J. MORRIS AND SON	PO 30818 Resolution 20-325		4,225.18	
		4,225.18		<b>4,225.18</b>
8666 - EDWARD BRAKNA	PO 32647 CERAMICS INSTRUCTION		630.00	
01-203-28-372-020 (2021) Senior Citizens Programs OE		630.00		<b>630.00</b>
9178 - GEESE CHASERS	PO 31949 Annual Fee for Geese Patrol at Wesley La		649.50	
01-203-27-335-020 (2021) Environmental/Shade Tree Services OE		649.50		<b>649.50</b>
9341 - GEORGE BRESLIN	PO 33290 BOOT REIMBURSEMENT		100.00	
01-203-25-253-020 (2021) EMS OE		100.00		<b>100.00</b>
1546 - GFOA OF NJ	PO 33450 2022 GOVERNMENT FINANCE OFFICERS ASSOCIA		90.00	

**List of Bills - (All Funds)**

Meeting Date: 01/24/2022 For bills from 01/11/2022 to 01/21/2022

Vendor	Description	Account	PO Payment	Check Total
01-201-20-130-020	Financial Admin OE	90.00		90.00
8751 - GRANITE TELECOMMUNICATIONS	PO 31722 2021 telephone charges		1,148.66	
01-203-29-390-020	(2021) Education Municipal Library OE	1,148.66		1,148.66
7407 - GUARDIAN	PO 33488 2022 DISABILITY INSURANCE - EMPLOYER SHA		7,622.11	
01-297-55	EMPLOYEE HEALTH BENEFIT COPAY	1,925.52		
01-201-23-220-020	Employee Group Insurance OE	5,696.59		7,622.11
1658 - HAMILTON FIRE COMPANY	PO 33234 2021 POLLING PLACE		400.00	
01-276-55	ELECTION EXPENSES	400.00		400.00
7725 - HR WORKPLACE SERVICES, INC.	PO 31502 2021 IRS REPORTING/QUARTERLY BILLING		450.00	
01-203-20-130-020	(2021) Financial Admin OE	450.00		450.00
6211 - HUTCHINSON	PO 32335 RES 21-236		23,000.00	
01-203-31-430-020	(2021) Electricity OE	11,500.00		
01-203-31-446-020	(2021) Natural Gas OE	11,500.00		23,000.00
5786 - INDEPENDENCE CONSTRUCTORS	PO 32584 Monthly Compliance Inspections and Tri-A		3,400.00	
01-203-31-460-020	(2021) Gasoline OE	3,400.00		3,400.00
5786 - INDEPENDENCE CONSTRUCTORS	PO 33190 Repairs to underground Fuel tanks. repai		3,771.00	
01-203-31-460-020	(2021) Gasoline OE	3,771.00		3,771.00
2319 - INKWELL GLOBAL MARKETING	PO 33302 Plaque for retiring employee/name plate		88.14	
01-203-20-120-020	(2021) Municipal Clerk OE	88.14		88.14
5032 - Institute for Forensic Psychology	PO 32551 psych eval for promotion to Sgt		2,000.00	
01-203-25-240-020	(2021) Police Department OE	2,000.00		2,000.00
5895 - J. RANDY BISHOP	PO 31909 REIMBURSE FOR MATERIALS AND SUPPLIES, ET		35.00	
01-203-28-372-020	(2021) Senior Citizens Programs OE	35.00		35.00
5895 - J. RANDY BISHOP	PO 33068 REIMBURSE FOR MATERIALS AND SUPPLIES		138.87	
01-203-28-372-020	(2021) Senior Citizens Programs OE	138.87		138.87
1964 - JERSEY CENTRAL POWER & LIGHT	PO 31610 2021 ELECTRICITY CHARGES		21,869.26	
01-203-31-430-020	(2021) Electricity OE	21,869.26		
	PO 31611 2021 STREET LIGHTING		13,987.67	
01-203-31-435-020	(2021) Street Lighting OE	13,987.67		35,856.93
9313 - JOHN GUIRE SUPPLY	PO 33117 drawdown for supplies		953.21	
01-203-26-290-020	(2021) Streets and Road Maintenance OE	953.21		953.21
9342 - JOSEPH MULLEN	PO 33282 CDL Class A - License Renewal / Joseph M		48.00	
01-203-26-300-020	(2021) Other Public Works Functions OE	48.00		48.00
6465 - JUNGLE LASERS, LLC	PO 33288 Software Setup For Work Orders and Asset		4,000.00	
01-203-26-290-020	(2021) Streets and Road Maintenance OE	4,000.00		4,000.00

**List of Bills - (All Funds)**

Meeting Date: 01/24/2022 For bills from 01/11/2022 to 01/21/2022

Vendor	Description	Account	PO Payment	Check Total
2159 - KARSON FOOD SERVICE	PO 33283 FOOD SUPPLIES, PAPER GOODS, ETC.		615.03	
01-203-28-372-020 (2021) Senior Citizens Programs OE		615.03		615.03
2189 - KENCOR INC	PO 31558 2021 MONTHLY ELEVATOR INSPECTION - MUNIC		1,000.00	
01-203-26-310-020 (2021) Buildings and Grounds OE		1,000.00		1,000.00
2277 - LANIGAN ASSOCIATES INC	PO 32054 flares, police line tape, etc		209.70	
01-203-25-240-020 (2021) Police Department OE		209.70		209.70
6762 - LAURUS SYSTEMS, INC.	PO 33183 TraceX Explosives Detection Kit Bx/5		1,003.60	
01-203-25-252-020 (2021) Office of Emergency Management OE		918.60		
01-203-25-252-020 (2021) Office of Emergency Management OE		85.00		1,003.60
2345 - LIBERTY FIRE HOUSE	PO 33236 2021 POLLING PLACE		400.00	
01-276-55 ELECTION EXPENSES		400.00		400.00
6261 - LIBRARY TRUST ACCOUNT	PO 33297 2020 APPROPRIATION RESERVES		81,398.12	
		81,398.12		81,398.12
6243 - LYNN PEAVEY COMPANY	PO 33246 kraft evid bags		499.06	
01-203-25-240-020 (2021) Police Department OE		499.06		499.06
8108 - MANNA & SON FOOD SERVICE	PO 32967 PRODUCE, FRUIT, ETC.		319.10	
01-203-28-372-020 (2021) Senior Citizens Programs OE		319.10		319.10
8712 - MARGARET M. MACAN	PO 32649 SENIOR PUMP INSTRUCTION		240.00	
01-203-28-372-020 (2021) Senior Citizens Programs OE		240.00		
	PO 32650 SIT N FIT INSTRUCTION		180.00	
01-203-28-372-020 (2021) Senior Citizens Programs OE		180.00		420.00
7166 - MARK GANNON PLUMBING AND HEATING	PO 32140 FIRE SAFETY INSPECTION - REMOVE EXISTIN		230.00	
01-203-26-310-020 (2021) Buildings and Grounds OE		230.00		230.00
2560 - MAZZA RECYCLING SERVICES LTD	PO 31644 2021 (Initial) Recycling Costs / Res Sin		21,069.99	
01-203-32-465-020 (2021) Solid Waste Disposal OE		21,069.99		
	PO 31645 2021 Initial Bulk Disposal Costs		15,894.72	
01-203-32-465-020 (2021) Solid Waste Disposal OE		15,208.60		
01-203-24-465-020 (2021) Recycling Tax on Landfill Costs		686.12		36,964.71
2616 - MERIDIAN OCCUPATIONAL HEALTH	PO 33276 Employment Physicals- SLEO		1,251.00	
01-203-20-105-020 (2021) Human Resources OE		1,251.00		
	PO 33278 Employment Physicals		1,072.00	
01-203-20-105-020 (2021) Human Resources OE		1,072.00		2,323.00
2644 - MICHAEL G. CELLI, JR.	PO 31443 RES 21-10		442.00	
01-203-20-155-020 (2021) Legal Services OE		442.00		
	PO 31446 RES 21-4		9,711.00	
01-203-20-155-020 (2021) Legal Services OE		9,711.00		10,153.00
9355 - MICHAEL IVANKOVICH	PO 33467 Program: Zoom What's It Worth Appraisal		250.00	

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Meeting Date: 01/24/2022 For bills from 01/11/2022 to 01/21/2022

Vendor	Description	Account	PO Payment	Check Total
01-295-55	RESERVE FOR STATE LIBRARY AID	250.00		250.00
9332 - MID ATLANTIC FIRE & AIR	PO 33224 Genesis Service Station E-Force Battery		1,350.00	
01-203-25-252-020	(2021) Office of Emergency Management OE	1,350.00		1,350.00
7841 - MILLENNIUM STRATEGIES	PO 33254 Professional Services for Preparation of		3,300.00	
01-203-20-100-020	(2021) General Admin OE	3,300.00		3,300.00
6454 - MONMOUTH COUNTY FINANCE DEPARTMENT	PO 31642 2021 Landfill & Tipping Costs		89,127.58	
01-203-24-465-020	(2021) Recycling Tax on Landfill Costs	3,100.80		
01-203-32-465-020	(2021) Solid Waste Disposal OE	86,026.78		89,127.58
8324 - MONMOUTH COUNTY SPCA	PO 33493 DEC 2021 ANIMAL CONTROL SERVICES		7,125.00	
01-203-27-340-020	(2021) Animal Control OE	7,125.00		7,125.00
9097 - MUNICIPALPAY, LLC	PO 33095 IDTECH AUGUSTA CREDIT CARD PROCESSOR		570.00	
01-203-20-145-020	(2021) Revenue Administration OE	570.00		570.00
2999 - NEPTUNE FIRE DIST 1	PO 33491 2022 FIRE TAX LEVY		267,115.10	
01-210-55	SPECIAL DISTRICT TAXES PAYABLE	267,115.10		267,115.10
3001 - NEPTUNE FIRST AID SQUAD	PO 33055 Aid to Volunteer First Aid Squad		15,000.00	
01-203-25-260-020	(2021) Aid to Volunteer Ambulance Co. OE	15,000.00		15,000.00
3011 - NEPTUNE LITTLE LEAGUE	PO 32743 Baseball & Softball season as per contra		3,691.40	
01-203-28-370-020	(2021) Recreation Services and Programs OE	3,691.40		3,691.40
8580 - NICOLE FRANCHINO	PO 32648 CHAIR YOGA INSTRUCTION		180.00	
01-203-28-372-020	(2021) Senior Citizens Programs OE	180.00		
	PO 32781 TOTAL BODY SOLUTIONS INSTRUCTION		120.00	
01-203-28-372-020	(2021) Senior Citizens Programs OE	120.00		
	PO 32918 SHAPING UP/SITTING DOWN INSTRUCTION		360.00	
01-203-28-372-020	(2021) Senior Citizens Programs OE	360.00		
	PO 32974 BALANCE & FLEXIBILITY INSTRUCTION		180.00	
01-203-28-372-020	(2021) Senior Citizens Programs OE	180.00		
	PO 32975 YOGA INSTRUCTION - THURSDAYS		60.00	
01-203-28-372-020	(2021) Senior Citizens Programs OE	60.00		900.00
3134 - NJ DEPT. OF COMMUNITY AFFAIRS	PO 33369 Fourth Quarter NJDCA Fees		12,515.00	
		12,515.00		12,515.00
3161 - NJ NATURAL GAS	PO 31651 2021 NATURAL GAS CHARGES		14,700.02	
01-203-31-446-020	(2021) Natural Gas OE	14,700.02		14,700.02
3292 - OCEAN GROVE FIRE DIST	PO 33490 2022 FIRE TAX LEVY		66,401.45	
01-210-55	SPECIAL DISTRICT TAXES PAYABLE	66,401.45		66,401.45
3333 - ORIENTAL TRADING COMPANY	PO 33169 Supplies for Holiday Event		517.38	
01-203-28-370-020	(2021) Recreation Services and Programs OE	517.38		517.38
9140 - OTIS ELEVATOR COMPANY	PO 32935 Card Reader		4,459.46	

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Meeting Date: 01/24/2022 For bills from 01/11/2022 to 01/21/2022

Vendor	Description	Account	PO Payment	Check Total
01-203-28-375-020 (2021) Maintenance of Parks OE		4,459.46		4,459.46
3511 - PREVENTION SPECIALISTS INC.	PO 33279 DOT Random Tests		300.00	
01-203-20-105-020 (2021) Human Resources OE		300.00		
	PO 33280 DOT Random Test		68.00	
01-203-20-105-020 (2021) Human Resources OE		68.00		368.00
3591 - QUICK CHEK FOOD STORES	PO 32104 2021 PRISONER MEALS		11.56	
01-203-25-240-020 (2021) Police Department OE		11.56		11.56
5044 - QUICKCONNECT.com	PO 31655 2021 1-800 CONFERENCE CALLING		68.40	
01-203-31-450-020 (2021) Telecommunications Costs OE		68.40		68.40
3634 - RE: SOURCE NEW JERSEY, INC.	PO 31542 CARPET/CHAIR CLEANING & FOGGING DISENFEC		410.00	
01-203-26-310-020 (2021) Buildings and Grounds OE		410.00		410.00
9302 - REMINGTON & VERNICK ENGINEERS II, INC	PO 32955 2021 INTERIM ENGINEERING FIRM SEPTEMBER		12,500.00	
01-203-20-165-020 (2021) Engineering Services OE		12,500.00		12,500.00
9353 - ROBERT GARDNER JR	PO 33422 REPLACEMENT OF BASKETBALL HOOP MISTAKENL		200.00	
01-299-55 RESERVE FOR INSURANCE REFUNDS		200.00		200.00
7250 - RR DONNELLEY	PO 33041 REG-42A. (BLUE) CERTIFIED COPY OF VITAL		955.50	
01-203-27-330-020 (2021) Public Health Services OE		955.50		955.50
8702 - RUTGERS	PO 33196 CONSTITUTIONAL RIGHTS AND THE WORKPLACE		810.00	
01-203-20-105-020 (2021) Human Resources OE		270.00		
01-203-20-130-020 (2021) Financial Admin OE		540.00		810.00
8692 - RUTGERS, THE STATE UNIVERISTY OF NJ	PO 33333 Ahmya Crozier - TC-4301-SP22-2		1,129.00	
01-201-20-145-020 Revenue Administration OE		1,129.00		1,129.00
3910 - SCOLES FLOORSHINE INDUSTRIES	PO 32936 PALLETS OF ROCK SALT		280.48	
01-203-26-310-020 (2021) Buildings and Grounds OE		280.48		280.48
9115 - SHAIN SCHAFFER	PO 31445 RES 21-5		10,530.29	
01-203-20-155-020 (2021) Legal Services OE		10,530.29		10,530.29
3989 - SHOPRITE	PO 33116 FOOD SUPPLIES, PAPER GOODS, ETC.		208.33	
01-203-28-372-020 (2021) Senior Citizens Programs OE		208.33		208.33
5676 - STAPLES BUSINESS ADVANTAGE	PO 31538 2021 OFFICE SUPPLIES		94.18	
01-203-20-105-020 (2021) Human Resources OE		94.18		
	PO 32392 hon mod desk set		1,341.79	
01-203-20-140-020 (2021) MIS OE		1,341.79		
	PO 33096 Red Lien folders		914.80	
01-203-20-145-020 (2021) Revenue Administration OE		715.95		
01-203-22-205-020 (2021) Mercantile Licensing OE		198.85		
	PO 33136 DESK CALENDEARS,FOLDERS		185.22	
01-203-22-200-020 (2021) Oth Code Enf Functions OE		185.22		
	PO 33177 2022 desk pad calendar		102.75	
01-203-25-240-020 (2021) Police Department OE		102.75		2,638.74

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Meeting Date: 01/24/2022 For bills from 01/11/2022 to 01/21/2022

Vendor	Description	Account	PO Payment	Check Total
8723 - SUEANN PULLEN	PO 32953 CERAMICS INSTRUCTION		540.00	
01-203-28-372-020 (2021) Senior Citizens Programs OE		540.00		540.00
4951 - TEAM LIFE	PO 33299 00071-K-G5; Powerheart G5 AED Adult Elec		2,060.00	
01-203-25-253-020 (2021) EMS OE		2,060.00		2,060.00
5809 - TELREPCO	PO 32927 Tough Book Computers		7,960.00	
01-203-26-290-020 (2021) Streets and Road Maintenance OE		7,960.00		7,960.00
7418 - TENA LAFFEY	PO 32919 ARTS & CRAFTS INSTRUCTION		575.00	
01-203-28-372-020 (2021) Senior Citizens Programs OE		575.00		575.00
4465 - TREASURER, STATE OF NEW JERSEY	PO 33446 MINOR SOURCE FEES - AIR 1607 CORLIES AVE		885.00	
01-201-28-372-020 Senior Citizens Programs OE		885.00		885.00
4465 - TREASURER, STATE OF NEW JERSEY	PO 33474 AIR QUALITY PERMITTING PROGRAM 25 NEPTUN		190.00	
01-201-26-310-020 Buildings and Grounds OE		190.00		190.00
5790 - UNIFIRST CORP	PO 31427 2021 MONTHLY UNIFORM MAINTENANCE		478.24	
01-203-26-310-020 (2021) Buildings and Grounds OE		478.24		478.24
5112 - UPS	PO 31653 2021 shipping charges		14.81	
01-203-20-130-020 (2021) Financial Admin OE		14.81		14.81
4579 - V. E. RALPH & SON, INC.	PO 33240 NON CONTACT THERMOMETER ADC MINI-432		2,177.12	
01-203-25-253-020 (2021) EMS OE		2,177.12		2,177.12
4598 - VERIZON	PO 31787 2021 TELEPHONE CHARGES		19.65	
01-203-31-440-020 (2021) Telephone OE		19.65		19.65
4604 - VERIZON WIRELESS	PO 31788 2021 TELEPHONE CHARGES		6,936.02	
01-203-31-440-020 (2021) Telephone OE		6,673.16		
01-203-31-450-020 (2021) Telecommunications Costs OE		262.86		6,936.02
4886 - W.B. MASON CO. INC.	PO 31469 2021 OFFICE SUPPLIES		110.40	
01-203-26-310-020 (2021) Buildings and Grounds OE		110.40		
	PO 31526 Office products to be vouchered		29.07	
01-203-29-390-020 (2021) Education Municipal Library OE		29.07		
	PO 31534 2021 OFFICE SUPPLIES		460.76	
01-203-20-150-020 (2021) Tax Assessment Admin OE		460.76		
	PO 32385 Supplies to be vouchered		33.38	
01-295-55 RESERVE FOR STATE LIBRARY AID		33.38		
	PO 32385 Supplies to be vouchered		837.00	
01-295-55 RESERVE FOR STATE LIBRARY AID		837.00		
	PO 32739 General office supplies, paper, ink, etc		592.15	
01-203-25-240-020 (2021) Police Department OE		592.15		
	PO 33058 OFFICE SUPPLIES		970.38	
01-203-28-372-020 (2021) Senior Citizens Programs OE		970.38		
	PO 33098 HEWW2120X		304.19	
01-203-22-205-020 (2021) Mercantile Licensing OE		304.19		3,337.33

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Meeting Date: 01/24/2022 For bills from 01/11/2022 to 01/21/2022

Vendor	Description	Account	PO Payment	Check Total
4886 - W.B. MASON CO. INC.	PO 33128 general office supplies, paper, pens, ca		1,714.78	
01-203-25-240-020 (2021) Police Department OE		1,714.78		1,714.78
5866 - WILLIAM ROSEN	PO 33111 Reimbursement of NJEPA Expenses for Will		361.20	
01-203-25-252-020 (2021) Office of Emergency Management OE		361.20		361.20
9351 - WILLIAM T & KRISTIN ROSEN	PO 33351 REFUND 2021 TAXES - BLOCK 4713, LOT 15 -		1,970.27	
		1,970.27		1,970.27
3350 - WINDSTREAM	PO 31483 2021 TELECOMMUNICATIONS COSTS		29,790.00	
01-203-31-440-020 (2021) Telephone OE		29,790.00		29,790.00
Grant Fund				
778 - CITY OF ASBURY PARK	PO 33262 2020 Justice Assistance Grant - City of		18,703.00	
02-213-41-784-020 2020 Ed Byrne Mem Justice Assist		18,703.00		18,703.00
1606 - GRAINGERS	PO 33126 Li-Ion Battery Type, Handheld Blower, 60		718.76	
02-213-41-708-020 Federal Emergency Mgt Assistance		718.76		718.76
2277 - LANIGAN ASSOCIATES INC	PO 33064 ARMOR EXPRESS RAZOR III A W/STP		31,878.00	
02-213-41-723-020 Fed Bulletproof Vest		15,939.00		
02-213-41-734-020 NJ Body Armor Replacement Fund		15,939.00		31,878.00
8757 - MOTOROLA SOLUTIONS, INC.	PO 32636 WAVE WIRELESS SERVICES FOR RADIOS		245.00	
02-213-41-700-020 Sr Citizens Title III		245.00		245.00
1827 - MUTT MITT	PO 33028 80 cases Mutt Mitt 800 per case - 2 ply		6,951.20	
02-213-41-725-020 Clean Communities		6,951.20		6,951.20
TRUST OTHER				
8816 - AFFORDABLE HOUSING ALLIANCE	PO 30925 Resolution 19-365		13,940.66	
		13,940.66		
	PO 31832 REHABILITATION CERTIFICATION PROCESSING		2,900.00	
		2,900.00		16,840.66
286 - ARMSTRONG TREE SERVICE	PO 32911 N. Riverside Drive block 4703 lot 3 Town		2,300.00	
		2,300.00		
	PO 33152 Boswell Park remove 2 dead trees		2,300.00	
		2,300.00		
	PO 33184 Remove willow tree & grind stump Volunte		1,200.00	
		1,200.00		5,800.00
2322 - LEON S. AVAKIAN, INC.	PO 31609 2021 INSPECTION FEES		17,137.50	
03-299-55-16 Reserve For Municipal Escrow		17,137.50		17,137.50
3420 - PEDRONI FUEL CO.	PO 31643 2021 (initial) Heating Fuel / Diesel & U		34,934.15	
		34,934.15		34,934.15

General Capital

**List of Bills - (All Funds)**

Meeting Date: 01/24/2022 For bills from 01/11/2022 to 01/21/2022

Vendor	Description	Account	PO Payment	Check Total
309 - ASBURY PARK PRESS	PO 31430 2021 LEGAL ADVERTISING		108.10	
04-215-55-904-020 Ord 21-23 Improv Various Parks		108.10		108.10
8121 - ATLANTIC PLUMBING SUPPLY	PO 32568 RES 21-		286.67	
04-215-55-907-020 Ord 20-19 2020 Road & Drainage Imp.		286.67		286.67
9329 - GREG SCHMALZEL MASONRY	PO 33219 CUTTING OUT AND REPLACING BLOCK IN WALL		950.00	
04-215-55-903-020 Ord 20-13 COVID Improvements & Acquis		950.00		950.00
6211 - HUTCHINSON	PO 33452 EXTRA LIGHTING		2,343.42	
04-215-55-911-020 Ord 21-31 Phase II PW Facility		2,343.42		2,343.42
8885 - KAPPA CONSTRUCTION CORP.	PO 29687 RESOLUTION # 20-97		43,195.14	
04-215-55-908-020 Ord 20-20 Vehicles & Eqt Furniture & Eqt		43,187.38		
04-215-55-930-020 Ord 19-30 DPW Facility Improvements Ph2		2.76		
04-215-55-981-020 Ord 15-38 Various Facility Improv		5.00		43,195.14
4465 - TREASURER, STATE OF NEW JERSEY	PO 33386 ANNUAL SITE REMEDIATION FEE - 703 OLD CO		1,850.00	
04-215-55-965-020 Ord 14-13/14-29 - Veterans Park		1,850.00		1,850.00
Sewer Operating Fund				
133 - ALL AMERICAN TURF INC.	PO 33459 Repairs to K-12 Saw		256.68	
07-201-55-501-020 Utility Operating OE		256.68		256.68
134 - ALL HANDS FIRE EQUIPMENT LLC	PO 33309 Streamlight E-spot litebox SL-45855		503.97	
07-203-55-501-020 (2021) Utility Operating OE		503.97		503.97
877 - COOPER POWER SYSTEMS	PO 33306 Emergency repair of ATS at Hillside Lift		3,445.68	
07-203-55-501-020 (2021) Utility Operating OE		3,445.68		3,445.68
1964 - JERSEY CENTRAL POWER & LIGHT	PO 31611 2021 STREET LIGHTING		10,000.00	
07-203-55-501-020 (2021) Utility Operating OE		10,000.00		10,000.00
6465 - JUNGLE LASERS, LLC	PO 32208 Setup, create data import for sewer modu		5,500.00	
07-203-55-501-020 (2021) Utility Operating OE		5,500.00		5,500.00
5666 - NEW ENGLAND WATER WORKS ASSOCIATION	PO 32502 Backflow Training & Certification for Lo		825.00	
07-203-55-501-020 (2021) Utility Operating OE		825.00		825.00
3127 - NJDEP	PO 33484 Physical Connection Permit Renewal for 2		200.00	
07-201-55-501-020 Utility Operating OE		200.00		200.00
5932 - ONE CALL CONCEPTS INC	PO 31467 One Call Messages for 2021		303.16	
07-203-55-501-020 (2021) Utility Operating OE		303.16		303.16
9126 - READY REFRESH BY NESTLE	PO 31710 2021 water cooler rental		11.72	
07-203-55-501-020 (2021) Utility Operating OE		11.72		11.72
5676 - STAPLES BUSINESS ADVANTAGE	PO 33096 Red Lien folders		494.32	



## List of Bills - (All Funds)

Meeting Date: 01/24/2022 For bills from 01/11/2022 to 01/21/2022

Vendor	Description	Account	PO Payment	Check Total
07-203-55-501-020 (2021) Utility Operating OE		494.32		494.32
4133 - STAVOLA ASPHALT CO	PO 32059 Asphalt for manhole repairs		175.71	
07-203-55-501-020 (2021) Utility Operating OE		175.71		175.71
Sewer Capital Fund				
8885 - KAPPA CONSTRUCTION CORP.	PO 29687 RESOLUTION # 20-97		63,471.94	
08-215-55-551-020 Ord 19-31 DPW Facility Improvements Ph2		56,429.00		
08-215-55-593-020 Ord. 20-23 Equipment & Furniture		7,042.94		63,471.94
Marina Operating Fund				
7828 - JOHN KELLY MECHANICAL CONTRACTOR LL	PO 33292 HEATER REPAIRWINTERIZATION OF WATER LINE		962.00	
09-203-55-501-020 (2021) Utility Operating OE		962.00		962.00
9003 - MARINE EQUIPMENT AND SUPPLY	PO 33448 BOAT STANDS, BASES, TOPS		5,738.64	
09-203-55-501-020 (2021) Utility Operating OE		5,738.64		5,738.64
9097 - MUNICIPALPAY, LLC	PO 33095 IDTECH AUGUSTA CREDIT CARD PROCESSOR		380.00	
09-203-55-501-020 (2021) Utility Operating OE		380.00		380.00
3910 - SCOLLES FLOORSHINE INDUSTRIES	PO 32118 2021 MATERIALS AND SUPPLIES - CLEANERS K		221.96	
09-203-55-501-020 (2021) Utility Operating OE		221.96		221.96
5676 - STAPLES BUSINESS ADVANTAGE	PO 31538 2021 OFFICE SUPPLIES		129.78	
09-203-55-501-020 (2021) Utility Operating OE		129.78		129.78
4232 - TAYLOR HARDWARE INC	PO 32446 HARDWARE FOR DOCKS		190.60	
09-203-55-501-020 (2021) Utility Operating OE		190.60		190.60
TOTAL				1,235,780.51
Total to be paid from Fund 01 Current Fund	961,027.75			
Total to be paid from Fund 02 Grant Fund	58,495.96			
Total to be paid from Fund 03 TRUST OTHER	74,712.31			
Total to be paid from Fund 04 General Capital	48,733.33			
Total to be paid from Fund 07 Sewer Operating Fund	21,716.24			
Total to be paid from Fund 08 Sewer Capital Fund	63,471.94			
Total to be paid from Fund 09 Marina Operating Fund	7,622.98			
	1,235,780.51			

## Checks Previously Disbursed

43278	INSTITUTE FOR PROFESSIONAL	PO# 33251	50.00	1/11/2022
209323	US BANK OPERATIONS CENTER	PO# 33356 MCIA 2017B Debt Service Payments	196,049.86	1/03/2022
209323	US BANK OPERATIONS CENTER	PO# 33356 MCIA 2017B Debt Service Payments	44,675.00	1/03/2022
209324	HORIZON BLUE CROSS BLUE SHIELD NJ	PO# 33357 Dental Premiums acct# 493434495	8,565.31	1/03/2022
210136	NEPTUNE TOWNSHIP BOARD OF EDUCATION	PO# 33489 FY 2022 School Tax Levy	3,659,506.00	1/14/2022
1330112	STATE OF NJ	PO# 33473 Health Benefits Premiums	320,985.46	1/14/2022
1330196	STATE OF NJ	PO# 33473 Health Benefits Premiums	191,687.84	1/14/2022

**List of Bills - (All Funds)**

Meeting Date: 01/24/2022 For bills from 01/11/2022 to 01/21/2022

Vendor	Description	Account	PO Payment	Check Total
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4,421,519.47

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current Fund	4,376,844.47	961,027.75	<b>5,337,872.22</b>
Fund 02 Grant Fund		58,495.96	<b>58,495.96</b>
Fund 03 TRUST OTHER		74,712.31	<b>74,712.31</b>
Fund 04 General Capital		48,733.33	<b>48,733.33</b>
Fund 07 Sewer Operating Fund	44,675.00	21,716.24	<b>66,391.24</b>
Fund 08 Sewer Capital Fund		63,471.94	<b>63,471.94</b>
Fund 09 Marina Operating Fund		7,622.98	<b>7,622.98</b>
<b>BILLS LIST TOTALS</b>	<b>4,421,519.47</b>	<b>1,235,780.51</b>	<b>5,657,299.98</b>

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**TOWNSHIP OF NEPTUNE**

**RESOLUTION 22-99**

**RECLASSIFY SPECIAL LAW ENFORCEMENT OFFICER IN THE POLICE DEPARTMENT  
FROM CLASS II TO CLASS I**

WHEREAS, Ryan Gallagher was employed as a Special Law Enforcement Officer – Class II on January 1, 2022; and,

WHEREAS, the Chief of Police and Human Resources Director have recommended that he be reclassified to the position of Special Law Enforcement Officer – Class I; and,

WHEREAS, funds will be provided for the first three months of 2022 in the 2022 Temporary Budget and funds for the balance of 2022 will be provided in the Budget for the year 2022, when finally adopted, in the appropriation entitled Police S&W, and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Ryan Gallagher be and is hereby reclassified to the position of Special Law Enforcement Officer – Class I in the Police Department at an hourly rate of \$18.85 effective January 10, 2022; and,

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

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

---

Gabriella Siboni  
Township Clerk

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 22-99**

**RECLASSIFY SPECIAL LAW ENFORCEMENT OFFICER IN THE POLICE DEPARTMENT  
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WHEREAS, Ryan Gallagher was employed as a Special Law Enforcement Officer – Class II on January 1, 2022; and,

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THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Ryan Gallagher be and is hereby reclassified to the position of Special Law Enforcement Officer – Class I in the Police Department at an hourly rate of \$18.85 effective January 10, 2022; and,

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

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

---

Gabriella Siboni  
Township Clerk

**TOWNSHIP OF NEPTUNE  
RESOLUTION 22-100**

**AUTHORIZE THE EXECUTION OF A SUCCESSOR COLLECTIVE BARGAINING  
AGREEMENT WITH LOCAL NO. 74, NEW JERSEY STATE POLICEMAN'S BENEVOLENT  
ASSOCIATION, INC.**

WHEREAS, the Collective Bargaining Agreement between the Township of Neptune and Local No. 74, New Jersey State Policeman's Benevolent Association, Inc. will expire on December 31, 2020; and,

WHEREAS, representatives from Local No. 74, New Jersey State Policeman's Benevolent Association, Inc. and the Township of Neptune engaged in negotiations to develop a Successor Collective Bargaining Agreement; and,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Mayor and Clerk be and are hereby authorized to execute a Successor Collective Bargaining Agreement with Local No. 74, New Jersey State Policeman's Benevolent Association, Inc., a copy of which is on file with the Municipal Clerk, which details the terms and conditions of employment for the term January 1, 2021 through December 31, 2024; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Business Administrator, Chief Financial Officer, Human Resources Director and the President of F.O.P. Local #19.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

---

Gabriella Siboni  
Township Clerk



ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.

34 MOUNTAIN BLVD., BLDG A.  
P.O. BOX 4922  
WARREN, NEW JERSEY 07059

ATTORNEYS AT LAW

(732) 805-3360  
FACSIMILE (732) 805-3346  
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January 20, 2022

Michael J. Bascom, CMFO, CTC  
Chief Financial Officer/Tax Collector  
Township of Neptune  
25 Neptune Boulevard  
Neptune, New Jersey 07753

**Via Email Only**  
**Personal & Confidential**  
**For Client's Eyes Only**  
**Attorney-Client Privilege**

Brian J. Manetta, Esq.  
Mets Schiro McGovern LLP  
555 US Highway One, Suite 240  
Iselin, New Jersey 08830

**Via Email Only**

**Re: Township of Neptune and PBA Local 74  
Our File No. 3194-1008**

Gentlemen:

As per Mr. Manetta's request, two minor corrections were made to the enclosed collective bargaining agreement between the above-captioned parties. This should now be executable by the PBA and then by the Township. Please provide us with a copy of the fully executed CBA for our records. Your prompt attention and response in this matter is greatly appreciated.

Very truly yours,  
ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.

By: ***Eric M. Bernstein***  
Eric M. Bernstein, Esq.

EMB/kmb

Enclosure

**AGREEMENT**

**between**

**TOWNSHIP OF NEPTUNE**

**MONMOUTH COUNTY, NEW JERSEY**

**and**

**LOCAL NO. 74, NEW JERSEY STATE  
POLICEMEN'S BENEVOLENT ASSOCIATION, INC.**

---

**January 1, 2021 through December 31, 2024**

---

Mets Schiro McGovern, LLP  
828 Green Street  
Suite 102  
Iselin, New Jersey 08830  
(732) 636-0040  
(732) 636-5705 (Facsimile)

Eric M. Bernstein & Associates, L.L.C.  
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Warren, New Jersey 07059-4922  
(732) 805-3360  
(732) 805-3346 (Facsimile)

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PREAMBLE

This Agreement entered into the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the TOWNSHIP OF NEPTUNE, in the County of Monmouth, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township") and LOCAL NO. 74, NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., (hereinafter called the "P.B.A."), represents the complete and final understanding on all bargainable issues between the Township and the P.B.A. on behalf of the Patrolmen and Detectives.

NOW THEREFORE, the parties in consideration of the mutual promises, covenants, and conditions herein contained, agree as follows:

## ARTICLE I: RECOGNITION

A. The Township hereby recognizes Local No. 74, New Jersey State Policemen's Benevolent Association, Inc., as the duly authorized collective negotiations representative for all Patrol Officers and Detectives in the Police Department of the Township.

B. The title of Patrolmen and Detectives shall be defined to include the plural as well as the singular and to include males and females.

## ARTICLE II: MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following power, authority and rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine the qualifications and conditions for continued employment; the assignment, promotion and transfer and the discipline and demotion for good and just cause of its employees.
3. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of New Jersey, including the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. and of the United States.

C. Any employee covered under this Agreement seeking to engage in private or outside police or security work for any entity other than Neptune Township Police Department must, prior to engaging in such work, secure written approval in advance from the Chief of Police, whose approval shall not be unreasonably denied. Such secondary employment shall not create a situation

whereby the employee is not provided with reasonable time to rest before and after work as a Patrol Officer for the Township or interfere with and/or jeopardize his/her position as a Patrol Officer for the Township or the Department as a whole.

### ARTICLE III: GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and to adjust the grievance without the intervention of the P.B.A.

#### B. Definition

The term "grievance", as herein defined, means the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment covered under this Agreement.

The term "days" as defined in connection with grievance procedures is defined as calendar days.

#### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

##### Step One:

a. An aggrieved employee shall institute action under the provisions hereof within thirty (30) days of the date of the occurrence. Failure to act within said thirty (30) days shall be deemed

to constitute an abandonment of the grievance. An earnest effort shall be made to settle the grievance informally by the Chief of the Department, or his designee.

b. The Chief of the Department, or his designee, shall render a decision within ten (10) days after his receipt of notice of the grievance.

Step Two:

a. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the P.B.A. and signed by the aggrieved and filed with the Township Administrator within ten (10) days following a decision of the Chief of the Department.

b. The Township Administrator (or the representative) shall render a decision in writing within ten (10) days from the receipt of the notice of the grievance, with an additional copy of said decision being filed with the Director of Human Resources (electronic version is acceptable).

Step Three:

a. In the event the grievance has not been resolved through Step Two, then within ten (10) days following the decision of the Township Administrator, the matter may be submitted to the Township Committee.

b. The Township Committee shall review the matter and render a decision within ten (10) days of the Township Committee meeting subsequent to receipt of the grievance at this level, so long as the Step Three Grievance is received by the Township Administrator for distribution to the Township Committee at least five (5) days prior to a scheduled Township Committee meeting. If a grievance is received by the Township Administrator less than five (5) days prior to a Township Committee meeting, the grievance shall be heard at the next regularly scheduled Township Committee meeting.



c. When submitting to the Township Committee, the P.B.A. shall simultaneously provide electronic copies of the Step Three grievance to the Police Committee and the Director of Human Resources.

Step Four:

a. If the grievance is not settled through Steps One, Two or Three as provided herein, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the decision by the Township Committee. An Arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.

b. However, no Arbitration Hearing shall be scheduled sooner than thirty (30) days after the final decision of the Township Committee. In the event the aggrieved party elects to pursue his/her Appellate rights in accordance with N.J.S.A. 40A:14-150, the Arbitration Hearing shall be canceled and the matter withdrawn from Arbitration. The P.B.A. shall pay whatever costs may have been incurred in processing the case to Arbitration.

c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, detract from or to alter in any way the provisions of this Agreement or any amendment or supplement thereto. The Arbitrator shall be bound by the laws and cases of the State of New Jersey. The Arbitrator shall set forth his/her findings and conclusions in a written opinion. The decision of the Arbitrator shall be final and binding, subject to applicable law.

d. The costs for the services of the Arbitrator shall be borne equally between the Township and the P.B.A. Any other expenses, including but not limited to the presentation of witnesses, or late cancellation fees shall be paid by the party incurring same.

e. If the Township fails to respond to a grievance within the time frame above, the grievance shall be deemed to be denied.



#### ARTICLE IV: DISCIPLINARY ACTIONS

- A. All disciplinary actions shall be taken in accordance with New Jersey State Statutes.
- B. All disciplinary charges shall be filed, and disciplinary hearings held, in accordance with N.J.S.A. 40A:14-147 and 148.
- C. Any disciplinary suspensions pending disciplinary hearings shall be in accordance with N.J.S.A. 40A:14-149, 149.1, 149.2 and 149.3.
- D. Appeals of disciplinary convictions at the Township level shall be processed in accordance with N.J.S.A. 40A:14-150 and 151.
- E. All papers in connection with a disciplinary action shall be placed in the employee's personnel file.

## ARTICLE V: P.B.A. REPRESENTATIVES

A. Should the P.B.A. representatives described below be scheduled to work on a day when P.B.A. business has been scheduled as described herein, the Township agrees to grant time off to P.B.A. representatives for Association business in accordance with and not to exceed the following schedule, subject to the operational needs of the Department as determined by the Chief. Such leave shall not be unreasonably denied:

1. Up to a total of sixteen (16) hours per month to the delegate designated by the P.B.A. as a delegate to attend the regular monthly meetings of the State Board of Delegates of the New Jersey State P.B.A. and the regular monthly meetings of the County Board of Delegates of the Monmouth County P.B.A..

2. The Chief will provide reasonable time, as described in paragraph A1 above, to a P.B.A. delegate assigned to the midnight shift. In addition, the Chief shall work with the P.B.A. to adjust work schedules to allow a P.B.A. delegate to attend meetings as described herein so long as the schedule adjustment does not create overtime. Any schedule changes necessary to accommodate attendance pursuant to this Section shall be exempt from the seventy-two (72) hour notice required under Article VIII, §D.

3. No more than three (3) employees (the P.B.A. President and two (2) delegates) shall be granted time off with pay to attend the annual State P.B.A. conventions, in accordance with N.J.S.A. 40A:14-177. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention, provided that such leave shall be for no more than seven (7) days (not seven (7) working days). The P.B.A. President shall provide the Chief with four (4) weeks' notice prior to the conventions of the need for such leave and the identity of the delegates attending.

4. No more than three (3) employees (the P.B.A. President and two (2) delegates) shall be granted time off with pay to attend the mini-convention for the duration of the convention and any reasonable travel time. So long as the mini-convention is in Atlantic City or another location within two (2) hours of Neptune Township, the parties agree that travel time is included within the first (1<sup>st</sup>) day and the last day of the convention [commonly a Monday and a Friday]. Convention attendees shall have their duty schedules adjusted so that their shift ends early enough on the first (1<sup>st</sup>) day of the convention to ensure that travel time takes place within reasonable hours. Convention attendees shall also have their duty hour schedule adjusted so that their next shift begins late enough to ensure reasonable travel time on the last day of the convention. In the event that the mini-convention takes place at a location more than two (2) hours from Neptune Township, the convention attendees shall be granted a reasonable time from travel to and from the mini-convention. Notice of who shall be attending the mini-convention shall be provided to the Chief of Police a minimum of four (4) weeks prior to the first (1<sup>st</sup>) day of the mini-convention to allow for proper scheduling.

5. Up to one hundred twenty (120) hours of paid time off per year shall be provided to the P.B.A. President, Vice President, and/or Delegate to attend bargaining sessions with management, prep meetings with P.B.A. counsel and scheduled labor/management meetings, so long as this leave does not cause overtime to occur.

B. Accredited representatives of the P.B.A. may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.B.A. decides to have its representatives enter the Township facilities or premises, it will request such permission from the Chief of Police, which will not be

unreasonably withheld, provided there shall be no interference with the normal operations of the business of Township Government or normal duties of employees.

C. Three (3) P.B.A. representatives may be appointed to represent the P.B.A. in grievances with the Township.

D. During collective negotiations, authorized P.B.A. representatives, not to exceed four (4), shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay, subject to the operational demands of the Department as determined by the Chief.



## ARTICLE VI: DUES DEDUCTION

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the P.B.A. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.9(e), as amended, excluding unpaid leave.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the P.B.A. and verified by the Township's Chief Financial Officer during the month following the filing of such card with the Township.

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the P.B.A. shall furnish the Township written notice thirty (30) calendar days prior to the effective date of such change and shall furnish to the Township either new authorization forms from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. advising of such changed deduction.

D. The P.B.A. will provide the necessary "check-off authorization" form and the P.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. The authorization shall remain in full force and effect during the full term of an employee's employment unless properly withdrawn. To withdraw from a dues authorization, an employee must submit a written request and withdraw from the Association to the responsible payroll accountant for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll accountant receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the thirtieth (30<sup>th</sup>) day after the employee's anniversary date of employment.

F. The P.B.A. shall indemnify, defend and save the Township harmless against any and all claims, demands, suits and/or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the P.B.A. to the Township, or in reliance upon the official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. advising of such changed deduction.

## ARTICLE VII: NO-STRIKE PLEDGE

A. The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for discipline including possible discharge of such employee or employees. Such discipline is subject to the grievance procedure of this Agreement.

C. The P.B.A. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township.

D. If it is determined that a P.B.A. member participated in a strike, slow-down, walk-out, or job action, such activity may result in discipline.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may have in law or in equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.

## ARTICLE VIII: HOURS AND OVERTIME

A. The normal work week for Police Officers shall be an average of forty (40) hours per week.

B. An employee who is required to work longer than his/her regular tour of duty shall be paid for overtime at the rate of time and one-half (1 ½) the hourly rate for that rank. In construing such overtime, payments shall be made on the following basis:

1. Up to the first sixteen (16) minutes                    -        no pay
2. Sixteen (16) through thirty (30) minutes        -        Forty-five (45) minutes pay
3. Thirty-one (31) through sixty (60) minutes    -        Ninety (90) minutes pay
4. Thereafter, overtime shall be paid in thirty (30) minute segments for all time worked

beyond the regular tour of duty.

5. All overtime assignments shall be assigned in a fair and equitable manner amongst all members of the PBA bargaining unit by seniority. The PBA and the Township will agree upon a mutually acceptable overtime policy.

C. In lieu of cash payment, an employee may opt to receive compensatory time off on a time and one-half (1 ½) basis. Such time may be taken only when scheduled by the Chief in a manner consistent with the Fair Labor Standards Act of 1938, 29 U.S. Code § 201, with the intent of granting such time off whenever possible, without creating an undue hardship on the Police Department. Compensatory time surrendered for cash by officers who earned said time prior to attaining the top salary step shall be paid at their rate of pay when cashed in up to a maximum of the 108-119 month rate of pay. Compensatory time earned while at the top salary step will be paid at the top step rate in effect when surrendered for cash.



D. If a Police Officer is recalled to duty, he shall be paid for all hours worked and shall receive a minimum of two (2) hours compensation at time and one-half (1 ½), so long as said recall is not contiguous with the employee's work shift.

E. 1. Each member of the Police Department will be allowed to carry a maximum of eighty (80) hours of compensatory time. Such time off may be taken only when scheduled by the Chief of Police so as not to interfere with Departmental operations or surrendered for cash payment.

2. In addition to the eighty (80) hours compensatory time referred to in Section E(1) above, each member of the Police Department will be allowed to bank a maximum of forty (40) hours for which the police officer may make a request to the Chief of Police for a cash payment. Effective December 31, 2021, members of the Police Department shall no longer be permitted to bank the additional forty (40) hours of compensatory time.

3. Requests for payment of banked compensatory time must be submitted by the fifteenth (15<sup>th</sup>) of the month for payment with the salary check due on the last day of the month the request is submitted.

F. Regularly assigned shifts shall not be altered on less than seventy-two (72) hours notice, except in the event of an emergency as determined by the Chief of Police or his designee. Each Officer may be permitted to "swap" a shift with another officer, within the same pay period, so long as such "swap" does not create overtime nor bring the department below the minimum manpower assigned as determined by the Chief of Police. Officers who wish to "swap" a shift may do so by submitting the switch utilizing the process determined by the Chief of Police. A decision on granting a shift "swap" shall not be unreasonably withheld and shall be made within two (2)

business days of the receipt of the request. Shift swaps are limited to occasional use as approved by the Chief of Police.

G. The hourly rate for the purpose of ascertaining overtime pay is determined as follows:

1. To an employee's annual base salary (set forth in Article XXI), add the extra holiday compensation set forth in Article X, Section A and, where applicable, add the stipend for detective personnel and longevity.

2. Divide this resulting amount by 2080 hours (40 hours/week for 52 weeks) to yield the hourly rate.

The overtime pay will be the employee's hourly rate as calculated above, multiplied by one and one-half ( $1\frac{1}{2}$ ), and further multiplied by the number of overtime hours worked. Overtime pay for a tour of duty is to be included with the paycheck for that period.

H. Any police personnel having received written permission to attend police oriented meetings on their own time will not receive any compensation or compensatory time off. However, the Chief of Police may grant permission to use a Township vehicle provided one is available and it will not interfere with the normal operations of the Police Department. However, police personnel directed to attend such meetings will either receive permission to use a Township vehicle or an appropriate mileage allowance.

I. Field Training Officer

Any officer designated as a Field Training Officer ("FTO") shall receive one-half ( $1/2$ ) hour at the rate of time and one-half ( $1.5x$ ) of cash or compensatory time for any shift in which they are assigned to train another officer.

## J. Work Schedule

1. It is agreed that the standard weekly work schedule for employees covered by this Agreement requires continuous service throughout the seven (7) day work week (Monday through Sunday). Members of the Police Department not working the Patrol Schedule shall work forty (40) hours per work week.

2. Patrol schedule employees will be scheduled to work a schedule of fixed twelve (12) hour shifts as described below:

- a. Patrol Schedule employees shall work the current Pitman schedule which consists of fixed twelve (12) hour shifts with a rotation of two (2) consecutive days on duty, followed by two (2) consecutive days off duty, three (3) consecutive days on duty, followed by two (2) consecutive days off duty and two (2) consecutive days on duty, followed by three (3) consecutive days off duty.

The start and end times of each shift shall continue pursuant to the current practice. The Chief may alter the start and end times in a declared emergency or upon agreement with the PBA. The Chief of Police may assign officers to the underlap of a shift. The underlap shall mean that officers will report one (1) hour prior to the start of their scheduled shift and shall go off-duty one (1) hour prior to the end of their regularly scheduled shift. Officers shall be provided at least seventy-two (72) hours' notice of their assignment to the underlap except in the event of a bona fide emergency, in which reasonable notice under the circumstances will be provided.

- b. Said Patrol Schedule employees shall be given an annual bank of one hundred four (104) hours ("Kelly Time") per year, on a pro-rata basis to reflect the time assigned to this schedule, to address the additional hours they would potentially work in any year. They will be permitted to use said "Kelly Time" during the calendar year with the written approval of the Chief or designee and the complete understanding that the use of such time will not cause overtime in order to allow for said time off. Use of "Kelly Time" as described herein shall not be unreasonably denied. Up to twenty-four (24) hours of "Kelly Time" may accumulate and roll over into the next year. Any "Kelly Time" in excess of twenty-four (24) hours not used by the end of the calendar year shall be forfeited. If an employee leaves before the end of the year and has exceeded their "Kelly Time" allotment on a pro-rata basis, said excess shall be deducted from their last pay check. Allotted "Kelly Time" shall be placed in the employees' "Kelly Time Bank" twice per year, fifty percent (50%) on January 1 and fifty percent (50%) July 1 and may be scheduled for use pursuant to typical request for the use of "Kelly Time" off.
- c. Officers on leave pursuant to Article XVIII, Leave of Absence, suspension or paid or unpaid administrative leave shall not earn Kelly Time during the period of leave.
- d. Officers assigned to roles other than the Patrol Schedule shall work a four (4) day, ten (10) hour shift. The days of work shall be consecutive. The actual days and hours shall be determined by the Chief on an annual basis.



- e. Officers on extended leaves (beyond thirty (30) days) may be assigned to work a five (5) day, eight (8) hour shift. The days of work shall be Monday through Friday.
- f. Officers assigned to another agency will work an eight (8), ten (10) or twelve (12) hour schedule as described above, as determined at the sole discretion of the Chief of Police.

3. Effective July 1, 2024, the Chief of Police may seek to change the currently utilized schedule with a minimum of sixty (60) calendar days written notice to the P.B.A. Prior to such a change, the Chief shall conduct a meeting with the P.B.A. and the Police Committee to evaluate and discuss the schedule. If the P.B.A. and the Chief fail to agree, the schedule change will be forwarded to the Township Committee for authorization prior to any such change. Such a schedule change would not become effective until January 1 of the year subsequent to the approval of the change.

4. A. Shift Bidding: P.B.A. members with more than three (3) years of experience as of January 1 of the year to be scheduled shall be entitled to bid for their shift. Shift assignments shall be made, where all qualifications are equal, pursuant to a seniority based bid system solely determining the shift to which the member will be assigned. Standard slips shall be developed and distributed to all affected personnel no later than the second (2<sup>nd</sup>) week of November of each year. The employee shall list his/her shift choices giving a first (1<sup>st</sup>), second (2<sup>nd</sup>) and third (3<sup>rd</sup>) preference. Assignments shall then be made based on seniority and posted no later than the first (1<sup>st</sup>) week of December. The Chief shall reserve an equal number of slots within each squad to be filled on a rotating basis by members having less than three (3) years' experience. This process is to be repeated annually. These assignments shall take effect on January 1<sup>st</sup> and remain in effect

until the procedure is repeated the following year. This shall not be interpreted to mean that duty assignments, such as Detective Bureau, Traffic Safety Services, etc. are to be put to bid. Those assignments remain the prerogative of the Chief of Police, which shall be in accordance with all controlling statutes, judicial decisions, and this Agreement. Further, in order to meet the needs of training and/or specialized qualifications, shift assignments may need to be altered in order to meet the bona-fide safety needs of the citizens of the Township. In these cases, the change shall be made with timely notice and written explanation. That change shall last until such time as the specific needs have been met, at which time the said Employee shall be returned to his/her bid shift. This Section cannot be used as subterfuge to avoid overtime. If, after bidding is completed an officer voluntarily transfers back to Patrol from a non-Patrol assignment, the officer shall be placed in a squad and shift at the Chief's discretion. An officer voluntarily transferring back to Patrol shall not displace an officer who was granted a bid for the year. If an officer is involuntarily returned to Patrol, he/she shall be allowed to bump the least senior officer assigned to Patrol, at the officer's option.

B. This Section shall not preclude Employees from voluntarily switching or swapping with one another prior to the rebid date. Such process shall be consistent with the provisions of Article XIV, Section A and Section B that addresses the exchange of hours, duties or the exchange of days off. The ultimate determination as to whether a voluntary switch or swap is approved remains the discretion of the Chief of Police, consistent with current practice; however, requested switches or swaps will not be unreasonably denied. The key factor in the Chief's determination of same shall be the appropriate operations of the police department as a whole.

K. Breaks

Officers working the Pitman schedule shall receive two (2) thirty (30) minute paid breaks per day. Officers working a schedule other than the Pitman schedule shall receive one (1) thirty (30) minute paid break per day. During these breaks, officers shall remain subject to call.

## ARTICLE IX: VACATIONS

A. Full time employees shall receive vacation with pay in each calendar year according to the following schedule (it is expressly noted that vacation time does not accrue during the first (1<sup>st</sup>) year of employment and that vacation time is awarded on an annual basis as described herein.

Full time Employees hired on or before December 31, 2020 shall receive vacation pay as follows:

(1) From the beginning of the 2<sup>nd</sup> year of service through 5<sup>th</sup> year of service: eighty-four (84) hours;

(2) From the beginning of the 6<sup>th</sup> year of service through 10<sup>th</sup> year of service: one hundred twenty (120) hours;

(3) From the beginning of the 11<sup>th</sup> year of service through 15<sup>th</sup> year of service: one hundred eighty (180) hours;

(4) From the beginning of the 16<sup>th</sup> year of service through 20<sup>th</sup> year of service: one hundred ninety-two (192) hours; and,

(5) From the beginning of the 21<sup>st</sup> year of service and beyond: two hundred twenty-eight (228) hours.

B. Full time employees hired on or after January 1, 2021 shall receive vacation pay as follows:

(1) From the beginning of the 2<sup>nd</sup> year of service through 5<sup>th</sup> year of service: seventy-two (72) hours;

(2) From the beginning of the 6<sup>th</sup> year of service through 10<sup>th</sup> year of service: one hundred two (102) hours;



(3) From the beginning of the 11<sup>th</sup> year of service through 15<sup>th</sup> year of service: one hundred fifty (150) hours;

(4) From the beginning of the 16<sup>th</sup> year of service through 20<sup>th</sup> year of service: one hundred sixty-two (162) hours; and,

(5) From the beginning of the 21<sup>st</sup> year of service and beyond: one hundred ninety-two (192) hours.

C. Employees terminating their employment with the Township or having their employment with the Township terminated by the Township shall be entitled to be paid for all vacation time accrued but not used. (As an example an employee retiring January 1 will not be entitled to a new allotment of vacation time. An employee retiring on February 1 is entitled to one-twelfth (1/12<sup>th</sup>) of their annual vacation allotment; an employee retiring July 1<sup>st</sup> is entitled to six-twelfths (6/12ths) their annual vacation allotment for the year.)

D. Vacation time shall be taken in one-half (1/2) day and full day increments.

E. Employees may convert thirty-six (36) hours per year of vacation time to “Kelly Time” to be utilized and/or forfeited as described in Article VIII, Paragraph 1, Section 2 (Kelly Time Section).

## ARTICLE X: HOLIDAYS AND PERSONAL DAYS

A. All Police Officers hired on or prior to December 31, 2020 shall receive ninety-six (96) hours of paid holidays at the rate of time and one-half ( $1\frac{1}{2}$ ) of the Officer's regular rate of pay. The total amount due in holiday pay shall be divided by the number of pay periods and the resulting amount added to each paycheck. The conversion to hours is not intended to alter any other element of the current practices with regard to holiday pay and shall not result in a reduction of holiday pay.

B. All police officers hired on or after January 1, 2021 shall receive seventy-two (72) hours paid holiday at a rate of time and one-half ( $1\frac{1}{2}$ ) of the Officer's regular rate of pay. Upon reaching top pay status (120 months), these officers shall receive ninety-six (96) hours of paid holidays at the rate of time and one half ( $1\frac{1}{2}$ ) of the Officer's regular rate of pay as described in §A above.

C. Effective January 1, 2021, all Police Department personnel upon completion of twelve (12) months service shall be granted thirty-six (36) hours of personal time off, provided seventy-two (72) hours written notice be submitted to the Chief of Police or his designee. However, a personal day may be granted by the Chief of Police or his designee in an emergency without notice. These personal hours shall not be accumulated from year to year. All requests for non-emergent Personal Days off will be granted within seventy-two (72) hours of receipt of the request. A Personal Day must be taken in full or one-half ( $1/2$ ) day increments.

D. The PBA hereby waives any and all rights to seek additional compensation for members who work the Juneteenth holiday until negotiations for a successor CNA.

## ARTICLE XI: SICK LEAVE

### A. Service Credit for Sick Leave

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service for non-work related causes.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, non-work related accident, or exposure to contagious disease which is non-work related. Sick leave benefits may also be utilized in order to attend a member of the employee's immediate family who is ill. Immediate family is defined as employee's spouse, child, stepchild and/or parent, brother, sister or spouse's mother, father, brother or sister and any family member who regularly resides with the employee.

### B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full-time employee on the basis of ten (10) hours per month. Sick time will not accrue during extended periods of leave in excess of thirty (30) calendar days, with the exception of employees who are receiving workers' compensation benefits.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed.

3. An employee who takes sick leave after he/she has already worked a portion of the work day may use one-half (1/2) day of his/her sick leave benefits.

4. Effective July 1, 2022, an employee who uses accumulated sick time in excess of seven hundred twenty (720) hours in their final year (twelve (12) months) of employment shall have all subsequent sick time utilized deducted from their accumulated leave payout, or when such

leave exceeds the value of the payout, shall not be paid for sick time utilized in excess of seven hundred twenty (720) hours.

C. Reporting of Absence on Sick Leave

1. Where an employee is to be absent for reasons that entitle him to sick leave, his supervisor shall be notified a minimum of one-half (1/2) hour prior to the employee's starting time.

(a) Failure to so notify his/her supervisor prior to employee's starting time may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. The Township may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action. Any absence on account of illness or disability of an employee or a member of the employee's immediate family of three (3) or more days must be certified by a written statement from the attending physician.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Neptune Township physician or public health officer shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.



4. During protracted periods of illness or disability of an employee or a member of the employee's immediate family, the Township Committee may require interim reports on the condition of the patient, at weekly or bi-weekly periods, from the attending physician and/or a Township Medical Physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

5. The use of any sick leave after a retirement application has been submitted will require medical verification, at the expense of the employee. All such sick leaves in excess of one hundred sixty (160) hours may further require verification of a Township physician. Said verification may be required on an ongoing basis as determined appropriate in the sole discretion of the Township.

E. Bereavement Leave

1. In the case of death in the immediate family, an employee shall be granted leave and suffer no loss of regular straight time pay from the day of death, up to and including the day of the funeral, for a maximum of twenty-four (24) hours.

2. Immediate family shall be defined as the employee's spouse, and the employee's or his/her spouse's child, stepchild, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, grandparents, and stepgrandparents.

3. Employees are permitted to utilize vacation, compensation, personal or Kelly time as bereavement leave, within reason, in addition to the time provided herein.

4. A member of the Police Department may make a request to the Chief of Police for time off to attend a funeral separate and distinct from bereavement leave. Such request, if

granted by the Chief of Police, shall be charged at the option of the employee as a personal day or against accumulated compensatory time off.

F. Sick Leave Incentive

1. Any police officer who does not incur any sick days in a calendar year will receive thirty-six (36) compensatory hours the following calendar year for a perfect attendance record. The police officer may elect to receive same either in pay or time off. Officers wishing to receive payment in lieu of compensatory time off must do so by submitting a memo to the Chief of Police no later than January 15. The incurring of job-related disability or job-related injury leave shall not impact upon the perfect attendance record. If an officer suffers a sustained suspension without pay or is placed on paid or unpaid administrative leave during the calendar year, he/she shall not be eligible for the perfect attendance incentive.

2. The use of eight (8) or more sick days by an employee within twelve (12) months of their intended retirement date is prohibited unless a physician verifies in writing the necessity of that medical leave. The Township may require the employee to submit to an examination conducted by a physician selected by the Township to verify medical necessity. If medical necessity is not verified, the employee will immediately return to work. If there is a dispute between the officer's physician and the Township's physician, the P.B.A. and the Township shall mutually agree on a third (3<sup>rd</sup>) physician, whose decision shall be final. During the pendency of the third (3<sup>rd</sup>) physician's review, the officer shall not be required to return to duty. This section shall not pre-empt the Township's Policy for use and abuse of Sick Time. Through June 30, 2022, all subsequent absences in violation of the terminal leave policy will result in the loss of three (3) days of accumulated unused sick leave for each day off. Effective July 1, 2022, this provision shall be eliminated and time off taken in the final year shall be subject to §B(4) above.

G. Family and Medical Leave Act of 1993 (FMLA) leaves are considered to be a form of sick leave, regardless of the type of time utilized. Employees utilizing FMLA shall not utilize such time for vacation or personal activities. The employee has the option of utilizing accrued sick leave of up to one hundred sixty-eight (168) hours per year for leave under the Family Medical Leave Act. An officer may not be compelled to take Family Medical Leave Act.

## ARTICLE XII: JOB INCURRED INJURY

A. Whenever an employee is involved in an incident whereby the employee may be injured while working, whether slight or severe, the employee must make a report of the incident within eight (8) hours thereof to the Chief of Police, officer in charge and/or Director of Human Resources. Notification of an injury must be immediately made by the employee to the Chief of Police or officer in charge.

B. The Chief of Police or officer in charge shall be responsible to see that all information concerning the injury is given to the Township Administrator and the Director of Human Resources, who in turn shall be responsible to notify the insurance company. Any injury that must be reported to the Police and Firemen's Retirement System (PFRS) shall be reported to that system by the employee through the Certifying Agent.

C. Whenever an employee sustains an injury, it shall be the obligation of the Chief of Police and/or officer in charge or the Director of Human Resources to make immediate arrangements for examination and medical treatment if necessary or when requested by said employee. In cases of emergency, medical treatment shall be arranged at the nearest hospital facility. Any other examination and/or medical treatment shall be administered by the Township Physician or any other doctor as may be designated by the Township Administrator and the Director of Human Resources.

D. Any employee who sustains a work connected injury and is eligible for workers' compensation benefits shall be eligible to receive those benefits provided by said law and in addition shall receive from the Township the difference between his/her regular straight time pay and the benefits provided under workers compensation up to a maximum of twenty-six (26) weeks.



1. The P.B.A. and the Township shall consult with each other with respect to any individual cases of employees whose job incurred injury leave appears to be excessive or unwarranted.

2. The Township may challenge the duration of any such leave whenever it deems it appropriate and may require an employee to, at the Township's expense, undergo a physical examination by a Township appointed physician. If such physician's report indicates that the employee is fit to report for duty and the employee disagrees, he/she may undergo a physical examination at his/her own expense by his/her own physician. In the event of a disagreement between the reports of the two (2) physicians, a third (3<sup>rd</sup>) physician shall be agreed upon by the Township Physician and the employee's physician or in the event of their failure to reach such agreement, such third (3<sup>rd</sup>) physician shall be appointed by the Monmouth Ocean Medical Society. The report of the third (3<sup>rd</sup>) physician shall be dispositive of the matter.

E. In the event that the employee seeks to extend his/her work incurred injury leave beyond twenty-six (26) weeks, he/she must present to the Township a medical report indicating the reasons therefore. The Township may require the employee to undergo a physical examination by the Township Physician and in the event the Township Physician's report differs from that of the employee's physician, the matter shall be submitted to a third (3<sup>rd</sup>) doctor chosen by the two (2) physicians, or in the event they are unable to agree upon a physician, chosen by the Monmouth Ocean Medical Society. The report of the third (3<sup>rd</sup>) doctor shall be dispositive of the matter.

F. In the event that the compensation carrier determines that the work incurred injury benefits of the employee shall cease and the employee disagrees, he/she may undergo a physical examination by his/her own doctor at his/her own expense. In the event such examination report indicates that the employee is not fit to report for duty, a third (3<sup>rd</sup>) doctor shall be chosen by the

Township Physician and the employee's physician and in the event of failure to agree upon same, chosen by the Monmouth Ocean Medical Society. The report of the third (3<sup>rd</sup>) physician shall be dispositive of the matter.

G. Any employee of this bargaining unit, who is returned to light or modified duty in connection with a job incurred injury, requiring ongoing medical treatment at the direction of Township physicians, shall be assigned to a shift regularly scheduled to start no earlier than 7:00 AM and end no later than 11:00 PM. Shift schedule will be determined so as to allow the employee to receive continuing medical treatment from Township assigned medical personnel during regularly scheduled work hours

### ARTICLE XIII: HEALTH AND WELFARE BENEFITS

A. The Township shall provide enrollment in the New Jersey State Health Benefits Program for Medical and Prescription coverage for all permanent employees who have been on the payroll for two (2) months, unless required by law to provide benefits earlier, at the beginning of the third (3<sup>rd</sup>) month of employment. If an employee received his/her permanent appointment after the fifth (5<sup>th</sup>) day of the month, such month shall not be counted as aforesaid. The Township shall pay the balance of the full cost, after application of the employee share of health benefits costs as delineated in A.1. below, of the foregoing program for the employee and his/her eligible dependents, and shall have the right to change insurance carriers so long as substantially similar benefits are provided to those available under the *New Jersey State Health Benefits Program*. Employees shall have the right to select any plan under the New Jersey State Health Benefits Program during initial enrollment or during an open enrollment period.

1. Members of the bargaining unit and all future retirees that did not have twenty (20) years of service in a State or local retirement system as of June 28, 2011 shall make health benefits premium sharing contributions pursuant to the regulations and scale set forth by P.L. 2011, c.78.

B. Eligible dependents are the employee's spouse (unless legally separated), domestic partner and children to the end of calendar year that they reach age twenty-six (26).

1. A child, who is incapable of self-sustaining employment by reason of intellectual disability or physical handicap, upon attaining age twenty-six (26) may be continued under the Program while remaining incapacitated, subject to the continuance of the employee's coverage under the Program. Proof of incapacity must be provided within thirty-one (31) days after coverage would otherwise terminate. Additional proof shall be required from time to time.

2. Stepchildren, foster children and legally adopted children may be included, provided they are wholly dependent upon the employee for support and maintenance and are reported for coverage.

3. In the case of divorce, or where the parentage is not clear, such children may be covered provided that the employee is required to provide for their support and maintenance pursuant to a court order.

4. A newborn or adopted child must be reported within sixty (60) days to the New Jersey State Health Benefits Program or other insurance provider. Failure to do so may result in the dependent not attaining coverage until the next renewal pursuant to New Jersey State Health Benefits Program rules.

5. No one will be eligible as a dependent under the Program while covered as an employee of a participating employer or while in military service.

C. The Township shall provide a paid-up drug prescription program to benefit the police officers and their eligible dependents who have been on the payroll for two (2) months, at the beginning of the third (3<sup>rd</sup>) month of employment. If an employee received his/her permanent appointment after the fifth (5<sup>th</sup>) day of the month, such month shall not be counted as aforesaid. The Township shall pay the full cost of the foregoing program for the employee and his/her eligible dependents and shall have the right to change insurance carriers so long as substantially similar benefits are provided to those available under the New Jersey State Health Benefits Program. The co-payment to be made by the employee for prescription coverage will be Five (\$5.00) Dollars for generic medications and Ten (\$10.00) (Dollars for brand name medications for medications qualifying pursuant to the New Jersey State Health Benefits Program formulary.

1. Any employee who remains on the same prescription drug for ninety (90) days or



longer must utilize the mail order prescription drug benefit program to be entitled to prescription coverage for that medication.

D. The level of coverage, co-pays and all monetary benefits, as well as other aspects of coverage under the New Jersey State Health Benefits Program are established solely by the New Jersey State Health Benefits Commission ("Commission"). The Commission's decisions are solely within their discretion and not subject to Article III of this collective bargaining agreement. If there is a discrepancy or disagreement between the collective bargaining agreement and a decision of the Commission, the Commission's decision shall prevail.

E. Physical Examinations.

1. It shall be the obligation of the Chief of Police to establish a schedule of appointments for physical/medical examinations for members of the Neptune Police Department, taking into consideration age, prior examinations, accidents or injuries or any other factors or observations he feels important and to the extent of available funding within each current municipal budget year.

2. The Chief of Police shall notify each member of the Police Department in writing of the date and time of the appointment with the Township Physician.

3. The Township Physician shall examine those members of the Neptune Police Department in accordance with a schedule of appointments as established by the Neptune Chief of Police.

4. Upon completion of such examinations, the Township Physician shall prepare a complete report including such recommendations as he deems necessary in the best interests of each member. Four (4) copies of the report shall be submitted to be distributed as follows:

- a. Chief of Police
- b. Medical file

c. Township Administrator and Director of Human Resources

d. Member of the Police Department, for his/her personal information or reviewing same with his/her personal physician, if recommended.

5. Should the report of the Township Physician contain any evidence of a physical condition requiring further evaluation or treatment, then the Neptune Township Chief of Police shall direct said employee to consult his/her personal physician. Further, he shall direct the employee to obtain from said personal physician a written outline of his/her recommendation or prescribed treatment, including if applicable a prescribed treatment timetable. (Example - An overweight condition may include a diet outline and a projected weight loss schedule as a guide for the employee to adhere to.)

6. It shall be the obligation of the employee to submit evidence of his/her examination by his/her personal Physician, including the prescribed treatment, to the Township Physician, who shall advise the Chief of Police whether or not a follow up examination is necessary to determine the progress of said employee in relation to the prescribed treatment.

7. In those cases where the Township Physician recommends in writing that the employee undergo medical treatment and/or observation, and where the employee is directed to do so by the Chief of Police, said employee shall be required to submit to treatment by his/her personal physician and undergo such further examination, treatment, or observation to which the personal physician and the Township Physician shall agree.

8. In that situation where the employee fails to consult his/her personal physician or disregards the prescribed treatment outlined by his/her personal physician or otherwise fails or refuses to follow the recommendations of either the Township Physician or his/her personal physician, then upon written complaint of the Chief of Police, the facts of this case shall be

presented to and be heard by the Township Committee for such action as may be warranted by the facts presented.

#### F. FALSE ARREST INSURANCE

The Township agrees to provide false arrest and liability insurance to cover each and every full-time permanent and probationary employee. The coverage shall be in the sum of, and not less than, \$2,000,000.00 per occurrence for each employee.

#### G. DENTAL PLAN

The Township agrees to provide the Horizon Dental Option dental plan for members of the P.B.A. and their families. The Township shall have the right to change insurance carriers so long as substantially similar benefits are provided to those available under the Horizon Dental Option dental plan.

#### H. CRITICAL INCIDENT STRESS MANAGEMENT

Officers involved in a critical incident, which shall be defined as any situation faced by an officer that causes them to experience unusually strong emotional reactions (stress) which have the potential to interfere with their ability to function either at the scene or later, shall be provided the opportunity to attain Critical Incident Stress Defusings and Debriefings from one of the volunteer CISD Teams located in New Jersey. Said debriefing and/or defusing may be provided at a Township facility, or on scene, and may be attended by any officer who feels they may be affected. The Chief of Police may develop a policy to initiate a debriefing or defusing.

#### I. SHORT TERM DISABILITY

The Township shall provide for all officers an opportunity to enroll in one (1) voluntary "short term" disability program, provided by a Township-approved vendor. The employee shall pay the full cost of the foregoing program through payroll deduction.

The Township shall provide a Disability Insurance program similar to the New Jersey Disability Insurance Program for all P.B.A. employees who opt-in upon initial hiring. The Township will bear one-half (1/2) the cost of said program, with the balance of costs paid by the employees as a payroll deduction.



ARTICLE XIV: EXCHANGE OF HOURS, DUTIES, OR DAYS OFF

A. The Chief of the Department, or designee, may grant the request of any permanent member of the Department to exchange hours, duties, or days off so long as said request does not cause overtime to occur in any manner.

B. Such request, if granted, shall be on a uniform basis with standard rules and regulations established by the Chief and applying to all permanent members of the Department who make such written request no less than seventy-two (72) hours prior to the assigned duty.

#### ARTICLE XV: UNIFORM ALLOWANCE

A. The Township shall provide One Thousand (\$1,000.00) Dollars per year uniform allowance to members of the Police Department, subject to all applicable deductions. The Officer is fully responsible for purchasing and maintaining all elements of their required uniform (including appropriate attire for Detectives) pursuant to the Police Department policies governing uniforms as prepared by the Chief of Police. Leather Gear and Badge will be provided by Neptune Township. Employees who have been suspended or placed on paid or unpaid administrative leave (with the exception of a job related injury) for thirty (30) or more calendar days shall have their uniform allowance pro-rated accordingly.

B. The uniform allowance is to be paid in one (1) lump sum in the first (1<sup>st</sup>) pay period in November.

C. Any uniforms, clothing or personal property of the employee actually damaged or destroyed in the course of the employee's duties shall be repaired or replaced at the Township's expense. This shall not be charged to an employee's clothing or maintenance allowance. This shall be subject to individual documenting the extent of clothing damage in the line of duty with the Shift Commander prior to the end of the tour of duty in which the damage takes place and subject to the written approval of the voucher by the Chief of Police who shall have the final discretion in such matters; however, the Chief's discretion is limited to a determination as to whether the information contained in said voucher is factual. Not applicable in incidents of carelessness.

E. Employees may be required to wear the Dress Blouse only during Funeral Guard detail, funerals of Neptune Township employees, parades and/or inspections.

F. Employees shall have the choice of wearing Corfam or one (1) other specific leather shoe, agreed upon in advance by the Chief of Police. This section shall not preclude the P.B.A. and the Chief of Police from agreeing upon other types or styles of footwear.

G. The term “in the course of the employee’s duties”, for the purposes of Section C of this Article only, shall mean police activity or action of an affirmative or defensive nature. Such action shall include, but not be limited to, situations such as searches, seizures, arrests, physical conflict, use of force, confrontations, result of third party actions, aid to distressed parties, accident scenes, administration of first aid, investigations, civil disputes and disturbances, riot control, civil defense emergencies, and the like. It shall not include a fall, the soiling or damage to the uniform or personal effects that did not occur as the result of/or arise out of situations calling for affirmative or defensive action in the line of duty.

## ARTICLE XVI: MILITARY LEAVE

A. Any employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

B. Leaves requested by employees who are members of the New Jersey National Guard or a military reserve unit in order to make minimum attendance requirements, shall be governed by the applicable provisions of the New Jersey Revised Statutes.

#### ARTICLE XVII: RETENTION OF BENEFITS

Those provisions of Personnel Ordinance No. 1035 of the Township of Neptune, and such amendments thereto adopted prior to the execution of this Agreement, specifically Articles I, II, XIV, XV, XVI, XVII and XVIII, which are applicable to members of the bargaining unit shall remain in full force and effect, except as modified herein during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

## ARTICLE XVIII: LEAVE OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any employee for a period up to six (6) months. Such leave shall be granted at the discretion of the Township Committee upon the recommendation of the Police Committee and the Chief of Police. The leave may be extended for an additional period up to six (6) months.

B. It shall be the obligation of the employee being granted such leave of absence without pay to arrange with the Township Chief Financial Officer for the payment of sufficient funds to cover full costs of the continuance of benefits for the period of such leave. Payment of the full cost of benefits shall only apply to leave taken pursuant to this Article (Article XVIII: Leave of Absence) and shall not apply to Family Medical Leave pursuant to the FMLA or NJFLA or any other type of leave.



## ARTICLE XIX: RETIREMENT

A. Employees shall retain all pension rights under New Jersey Law and the Ordinance of the Township of Neptune.

B. Any employee who retires under the Police and Firemen's Retirement System (PFRS) based on the required years of service credited in such retirement system, excepting the employee who elected deferred retirement, but including the employee who retires on a disability pension based on fewer years of service credited in such retirement system, shall be provided with Paid up Hospitalization Benefits for the retired employee and those dependents covered under the municipal health insurance program with contributions as set forth by P.L. 2011 c. 78 for those retirees who did not have twenty (20) years of service in a State or local retirement system as of June 28, 2011.

If the Township leaves the Horizon Blue Cross / Blue Shield Direct Access program, the Township will provide substantially similar benefits as those provided under said program. The cost of Medicare/Medicaid or any other coverage required by the New Jersey State Health Benefits Program shall be borne by the employee/retiree for those employees hired after December 31, 2020. The Township shall pay the cost of Medicare/Medicaid or any other coverage required by the New Jersey State Health Benefits Program for all employees/retirees hired on or before December 31, 2020.

C. Payment for accumulated sick leave upon retirement shall be capped at \$15,000.00 or the amount (monetary value) equal to the officer's accrued sick leave time as of December 31, 2013 with a maximum calculated as described in C(1) and C(2) below. Officers with Accumulated Leave values of \$15,000.00 or more as of December 31, 2013 will not accrue any additional value of their sick time (for reimbursement purposes) after December 31, 2013. Officers hired after

January 1, 2017 must retire with twenty-five (25) years of pension credit (or retire on a disability pension) and a minimum of twenty (20) years with the Township of Neptune in order to receive payment pursuant to this Section.

(1) Any employee hired prior to January 1, 2004 who retires under the Police and Firemen's Retirement System shall be eligible to receive payment for accumulated sick leave benefits on the following basis, Employees with a minimum of ten (10) years of service to the Township of Neptune who shall have accumulated sick leave upon retirement shall be entitled to one half (1/2) day's pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of two hundred sixty (260) days, which is the equivalent of a maximum of one hundred thirty (130) day's pay.

(2) Employees hired on or after January 1, 2004 who shall have accumulated sick leave upon retirement shall be entitled to one half (1/2) day's pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of two hundred (200) days, which is the equivalent of a maximum of one hundred (100) day's pay.

(3) Pursuant to P.L. 2010, c. 3, employees hired after May 21, 2010 who have accumulated sick leave upon retirement shall have, pursuant to State Statute, a cap of \$15,000.00 on any reimbursement for accumulated sick leave as calculated under Section (C)(1) and (C)(2) above.

(4) Employees hired on or after January 1, 2021 who have accumulated sick leave upon retirement shall be entitled to a maximum of Seven Thousand Five Hundred (\$7,500.00) Dollars for accumulated sick leave as calculated under Section (C)(1) and Section (C)(2) above.

(5) Employees should provide written notification to the Township Director of Human Resources and the Chief of Police of the intent to retire at least six (6) months prior to the intended



retirement date. Failure to provide at least six (6) months' notice may delay payment. Medical/Disability retirements are exempt from this notification requirement.

D. Said accumulated sick leave benefits will be paid in full to the employee upon his/her retirement provided that there are sufficient funds remaining from that individual employee's budgeted salary. In the event there are not sufficient funds from the individual employee's budgeted salary, then the Township, at its option, may pay the entire sum due or only so much of the sum due as remains from the employee's budgeted salary and the Township may pay the balance in the next fiscal year.

E. In the event an employee files for retirement or disability retirement (excluding early retirement) and passes away prior to his/her retirement, such accumulated sick leave benefit will be paid on the basis noted in Section C above to the employee's designated beneficiary or estate.

F. Retirees will be issued a retired officers identification and all other credentials within four (4) weeks of retirement.

## ARTICLE XX: COURT TIME

A. Any member covered by this Agreement shall be paid at time and one-half (1 ½) rate of pay for court appearances that occur outside of their normally scheduled work period with a minimum of two (2) hours, except as indicated below and all other proceedings he/she is required to attend by subpoena in all matters related to the performance of his/her duties. In lieu of cash payment, a member may opt to receive compensatory time off at the rate of time and one-half (1 ½) so long as it does not cause them to exceed the limit of their compensatory time bank. Such time may be taken only when scheduled by the Chief so as not to interfere with Departmental operations.

B. There shall be a minimum of four (4) hours compensatory time for Superior and Federal Court appearances at time and one-half (1 ½) and a minimum of two (2) hours compensatory time for all other court appearances at time and one-half (1½).

C. Police vehicles will be provided for all matters in which a member is required to attend by subpoena. Court time shall be calculated from the time the member arrives at Headquarters to pick up the vehicle to the time he returns to the Police Headquarters, subject to the availability of vehicles at the discretion of the officer in charge.

## ARTICLE XXI: SALARIES

A. Salary Guide for employees hired prior to January 1, 2017 for calendar year 2021 with a 1.5% increase at 91 or more months only (\$119,638.00), which shall be effective and retroactive to January 1, 2021 as follows:

0 to 6 months:	\$40,000.00
7 to 18 months:	\$49,897.00
19 to 30 months:	\$59,092.00
31 to 42 months:	\$66,861.00
43 to 54 months:	\$78,525.00
55 to 66 months:	\$85,938.00
67 to 78 months:	\$93,353.00
79 to 90 months:	\$100,594.00
91 or more months	\$119,638.00

B. Salary Guide for employees hired prior to January 1, 2017 for calendar year 2022 with a 1.75% increase at 91 or more months only (\$121,732.00) as follows:

0 to 6 months:	\$40,000.00
7 to 18 months:	\$49,897.00
19 to 30 months:	\$59,092.00
31 to 42 months:	\$66,861.00
43 to 54 months:	\$78,525.00
55 to 66 months:	\$85,938.00
67 to 78 months:	\$93,353.00
79 to 90 months:	\$100,594.00

91 or more months     \$121,732.00

C.     Salary Guide for employees hired prior to January 1, 2017 for calendar year 2023  
with a 2.25% increase at 91 or more months only (\$124,471.00) as follows:

0 to 6 months:	\$40,000.00
7 to 18 months:	\$49,897.00
19 to 30 months:	\$59,092.00
31 to 42 months:	\$66,861.00
43 to 54 months:	\$78,525.00
55 to 66 months:	\$85,938.00
67 to 78 months:	\$93,353.00
79 to 90 months:	\$100,594.00
91 or more months	\$124,471.00

D.     Salary Guide for employees hired prior to January 1, 2017 for calendar year 2024  
with a 2.375% increase at 91 or more months only (\$127,427.00) as follows:

0 to 6 months:	\$40,000.00
7 to 18 months:	\$49,897.00
19 to 30 months:	\$59,092.00
31 to 42 months:	\$66,861.00
43 to 54 months:	\$78,525.00
55 to 66 months:	\$85,938.00
67 to 78 months:	\$93,353.00
79 to 90 months:	\$100,594.00
91 or more months	\$127,427.00

E. Salary Guide for employees hired on or after January 1, 2017 for calendar year 2021 with a 1.5% increase at 120 or more months only as follows, effective and retroactive to January 1, 2021:

0 to 6 months:	\$40,000.00
7 to 12 months:	\$47,000.00
13 to 24 months:	\$54,000.00
25 to 36 months:	\$61,000.00
37 to 48 months:	\$68,000.00
49 to 60 months:	\$75,000.00
61 to 72 months:	\$82,000.00
73 to 84 months:	\$89,000.00
85 to 96 months:	\$96,000.00
97 to 107 months:	\$103,000.00
108 to 119 months:	\$110,000.00
120 or more months:	\$119,638.00

F. Salary Guide for employees hired on or after January 1, 2017 for calendar year 2022 with a 1.75% increase at the top step of the salary guide as follows:

0 to 6 months:	\$40,000.00
7 to 12 months:	\$47,000.00
13 to 24 months:	\$54,000.00
25 to 36 months:	\$61,000.00
37 to 48 months:	\$68,000.00
49 to 60 months:	\$75,000.00

61 to 72 months:	\$82,000.00
73 to 84 months:	\$89,000.00
85 to 96 months:	\$96,000.00
97 to 107 months:	\$103,000.00
108 to 119 months:	\$110,000.00
120 or more months:	\$121,732.00

G. Salary Guide for employees hired on or after January 1, 2017 for calendar year 2023 with a 2.25% increase at 108 to 119 months and 120 or more months of the salary guide as follows:

0 to 6 months:	\$40,000.00
7 to 12 months:	\$47,000.00
13 to 24 months:	\$54,000.00
25 to 36 months:	\$61,000.00
37 to 48 months:	\$68,000.00
49 to 60 months:	\$75,000.00
61 to 72 months:	\$82,000.00
73 to 84 months:	\$89,000.00
85 to 96 months:	\$96,000.00
97 to 107 months:	\$103,000.00
108 to 119 months:	\$112,475.00
120 or more months:	\$124,471.00

H. Salary Guide for employees hired on or after January 1, 2017 for calendar year 2024 with a 2.375% increase at 120 or more months of the salary guide as follows:



0 to 6 months:	\$40,000.00
7 to 12 months:	\$47,000.00
13 to 24 months:	\$54,000.00
25 to 36 months:	\$61,000.00
37 to 48 months:	\$68,000.00
49 to 60 months:	\$75,000.00
61 to 72 months:	\$82,000.00
73 to 84 months:	\$89,000.00
85 to 96 months:	\$96,000.00
97 to 107 months:	\$103,000.00
108 to 119 months:	\$112,475.00
120 or more months:	\$127,427.00

I. All salary increases are effective and retroactive to January 1, 2021.

J. Personnel assigned as detectives, in addition to their base salary set forth above, are to be paid an extra stipend of Two Thousand Two Hundred Fifty Dollars (\$2,250.00).

## ARTICLE XXII: LONGEVITY

Existing longevity payments will be rolled into base salary at the level paid as of December 31, 2016 and this Article is hereby deleted effective January 1, 2017. An additional Five Hundred (\$500.00) Dollars shall be added to the longevity phase out package as of January 1, 2017 for those who had received longevity payments as of December 31, 2016.



### ARTICLE XXIII: SEPARABILITY AND SAVINGS

A. The Township and the P.B.A. recognize the applicability of present or future Federal Executive Orders or Federal or State Legislation dealing with economic controls on wages, prices, salaries, etc. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

C. In the event any provision of this Agreement which provided economic benefits to employees is declared null and void or unenforceable, the parties may meet to renegotiate an economic benefit to replace the invalid provisions.

#### ARTICLE XXIV: FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. All Side Bar Agreements signed prior to January 1, 2021 are hereby null and void, except as incorporated herein.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### ARTICLE XXV: INTERNAL INVESTIGATION PROCEDURE

To ensure that department investigations are conducted in a manner that is fair and promotes good order and discipline, all administrative and internal affairs investigations will be conducted pursuant to the New Jersey Attorney General's Guidelines on Internal Affairs Policy & Procedures.

## ARTICLE XXVI: MISCELLANEOUS

A. The Township of Neptune agrees to furnish the P.B.A. with a PDF version of this Agreement within sixty (60) days of the ratification of this Agreement.

B. The Township of Neptune agrees to allow any police officer who retires from the Neptune Police Department after a minimum of twenty years of service to keep his/her assigned badge. In addition, the Township will furnish the police officer with a proper identification card indicating the retired status of the police officer. This service shall also be provided to any member of the P.B.A. who must retire because of medical reasons.

C. Except in cases in which a conflict of interest exists which necessitates the assignment of separate counsel to the officer, the Township reserves the right to assign counsel to the officer(s) in question, Township will reimburse officers for legal fees incurred for personal counsel for lawsuits for punitive damages against officers at the rate equivalent to the rate set annually for the township general counsel, plus reasonable costs, with a maximum of \$2,500.00 per case. This authorization may be increased by resolution of the Governing Body, at the sole discretion of the Governing Body. Officer must receive approval of Township Committee prior to attaining counsel. Should an officer ever be held liable for punitive damages, the Township Committee reserves the right, in all cases, to not reimburse legal fees and costs. The provisions of this paragraph shall only occur if the provisions of N.J.S.A. 40A:14-155 shall initially apply before coverage for punitive damages are considered.

D. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Township will permit at least one (1) uniformed Police Officer of the Township to participate in funeral services for the said deceased officer.

Subject to the availability of same, the Township will permit a Township police vehicle to be utilized by the members in the funeral service.

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

E. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his/her personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer of his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it in his/her file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

The Chief of Police or designee will be present for any personnel file review.

All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom except upon notice to the officer who shall be afforded the opportunity to copy the document upon its removal.

F. Unless excused by the Chief of Police for reasonable cause or is on approved vacation or other contractual leave time, all officers will attend an annual Departmental Meeting and an



annual Department Photograph, for a maximum of two (2) hours each, without additional compensation. Said meeting will be scheduled at least thirty (30) days in advance and will not be scheduled within seven (7) days of a Township recognized holiday.

G. (1) All PBA unit members shall receive compensatory time in the amounts set forth below to be added to their compensatory time banks and used or surrendered for payment pursuant to Article VIII of this Agreement pursuant to the December 17, 2021 Side Bar Agreement:

January 1, 2022 – 4 hours

January 1, 2023 – 6 hours

January 1, 2024 – 8 hours

(2) Unvaccinated PBA unit members shall be responsible for the costs of weekly COVID testing, if required.

## ARTICLE XXVII: OFF DUTY COMPENSATION

A. This provision shall be effective if the off duty program has been or will be maintained.

B. The hourly rate for employees of this bargaining unit shall be;

Security Assignment	\$85.00 per hour
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Security assignment scheduled for more than five (5) days in a thirty (30) day period and two (2) or more Officers requested	\$65.00 per hour
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Daily Security Assignment anticipated to last more than one hundred eighty (180) days per year	\$50.00 per hour
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Traffic Assignment	\$85.00 per hour
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Neptune Township Board of Education, Non-Profit	\$50.00 per hour
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Effective January 1, 2023, the hourly rate shall be:

Security Assignment	\$90.00 per hour
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Security assignment scheduled for more than five (5) days in a thirty (30) day period and two (2) or more Officers requested	\$65.00 per hour
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Daily Security Assignment anticipated to last more than one hundred eighty (180) days per year	\$50.00 per hour
--	------------------

Traffic Assignment	\$90.00 per hour
--------------------	------------------

Neptune Township Board of Education, Non-Profit	\$50.00 per hour
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The Township Committee will adopt the necessary ordinances and/or resolutions to effectuate the off-duty rates set forth above. The Township Committee, at their discretion, may increase this rate during the term of this contract, through the adoption of the appropriate ordinance and/or resolution.

Assignments to grant funded details will be paid at the rate agreed upon between the Township and the granting entity.

Special Police Officers may work the above assignments only after all PBA and FOP unit members have been offered the job and the job remains unfilled.

When a new entity seeks off-duty police services, the Township shall determine the applicable rate, as set forth above, for off-duty work and advise the PBA and FOP of the new service and rate. If the PBA or FOP believe that a different rate should be applicable, they shall so advise the Township and the parties shall confer to determine if a change in the rate is appropriate. Any off-duty work performed while the parties are conferring on the rate shall be paid at the rate posted by the Township.

All PBA Local 74 unit members that worked the Wawa detail shall be compensated at Eighty-Five (\$85.00) Dollars for all hours worked. Payment shall be made in the next pay period following the ratification of the applicable Settlement and Side Bar Agreement by all parties.

C. The party contracting for this service shall make a request through procedures established by the Chief of Police and the Township Committee and shall make payment to the Township of Neptune through a means established by the Township Committee (i.e. escrow or billing). Officers shall receive payment for work during the next payroll processing cycle after the assignment. The Township shall be entitled to set a reasonable fee for its administration of this program.



D. Off-duty assignments shall be offered to full-time sworn officers. If assignments are not filled during the timeframe that has been posted, Special Law Enforcement Officers may be assigned such duties.

E. A system to promote timely notification and broad distribution of Off-Duty assignments shall be maintained by the Chief of Police.

ARTICLE XXVIII: TERM AND RENEWAL

This Agreement shall have a term from January 1, 2021 through December 31, 2024. If the parties have not executed a successor agreement by December 31, 2024, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Employees will be limited to the advancement of one (1) step on the salary scale between the time that this Agreement expires and a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

All terms are subject to final approval by the Township Committee.

LOCAL 74 P.B.A.

TOWNSHIP OF NEPTUNE

\_\_\_\_\_  
Casey Crawford, President

\_\_\_\_\_  
Dr. Michael Brantley, Mayor

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Richard J. Cuttrell, Clerk

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 22-101**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF  
NEPTUNE AUTHORIZING CERTAIN PERSONNEL ACTIONS- DEPARTMENT OF  
PUBLIC WORKS**

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

**WHEREAS**, the Township Administrator and the Department Heads involved have recommended the appointments of the following individuals; and

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

**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><b>NAME</b></u>	<u><b>DEPT. POSITION</b></u>	<u><b>SALARY</b></u>	<u><b>EFFECTIVE DATE</b></u>
	CDL Class A Driver	\$32,000.00	1/31/2022

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

**TOWNSHIP OF NEPTUNE**

**RESOLUTION #22-102**

**AUTHORIZING REFERRAL BY TOWNSHIP COMMITTEE OF COMPLAINT TO THE STATE OF  
NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS, LOCAL FINANCE BOARD**

WHEREAS, the Neptune Township Police Department referred a matter involving an incident which involved Committeeperson, Tassie York and Municipal Prosecutor, James Butler, to the Monmouth County Prosecutor's Office for review; and

WHEREAS, the Monmouth County Prosecutor advised the Business Administrator, Gina LaPlaca, that no criminal wrongdoing was found, but felt that there should be an ethics review by the Local Finance Board and so notified the Local Finance Board of such consideration; and

WHEREAS, the Township Committee has reviewed the aforesaid matter for any necessary action on the part of the governing body.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the governing body, after reviewing the Complaint of the Neptune Township Police Department and referral by the County Prosecutor's Office hereby takes no position with regard to the merits of the Complaint, but shall allow the Local Finance Board to investigate and make their own conclusions, and cooperate to the extent necessary to allow for such an investigation and conclusion, with the intent that the Local Finance Board, which is the Board for enforcement of local Ethics Laws, shall make a determination in this matter.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 24, 2022.

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Gabriella Siboni  
Township Clerk

**TOWNSHIP OF NEPTUNE**  
**ORDINANCE 22-04**  
**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS**  
**AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the Township Committee of the Township of Neptune in the County of Monmouth finds it advisable and necessary to increase its CY 2022 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Township Committee hereby determines that a 3.5% increase in the budget for said year, amounting to \$368,258.50 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS**, the Township Committee hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the Township Committee of the Township of Neptune, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2022 budget year, the final appropriations of the Township of Neptune shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$ 1,288,904.75. and that the CY 2022 municipal budget for the Township of Neptune be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

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

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

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Gabriella Siboni  
Township Clerk

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Nicholas Williams  
Mayor

ORDINANCE #22-05

**ORDINANCE AMENDING LAND DEVELOPMENT ORDINANCE, VOLUME II, ARTICLE IV,  
SECTION 415.20, ENTITLED, “SMALL WIRELESS FACILITIES AND WIRELESS POLES IN THE  
PUBLIC RIGHT-OF-WAY**

WHEREAS, Neptune Township’s Land Development Ordinance has recognized existing Wireless Telecommunication Facilities and the need to regulate the same under Section 415.19, but has not addressed the issue of Small Wireless Facilities in the Public Right-of-Way; and

WHEREAS, in September, 2018, the Federal Communications Commission (“FCC”) adopted regulations that have a significant impact on local decision making with respect to applications for Small Wireless Facilities requiring amendments to the local ordinances concerning regulation of such facilities.

NOW THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Neptune in the County of Monmouth in the State of New Jersey that the Land Development Ordinance, Volume II Article IV, shall be amended to add Section 415.20, entitled, “Small Wireless Facilities and Wireless Poles in the Public Right-of-Way” as follows:

§415.20 – Small Wireless Facilities and Wireless Poles in the Public Right-of-Way.

A. Purpose.

1. The purpose and intent of this Section is to:
  - (a) Establish a local policy concerning small cell equipment and wireless poles.
  - (b) Conserve the limited physical capacity of the Public Right-of-Way held in public trust by the Township and the County.
  - (c) Assure that any and all telecommunications carriers providing telecommunications services in the Township through small cell equipment and wireless poles comply with the laws, rules and regulations of the Township.
  - (d) Assure that the Township can continue to fairly and responsibly protect the public health, safety and welfare.
  - (e) Enable the Township to discharge its public trust consistent with rapidly evolving Federal and State regulatory policies, industry competition and technological development.
2. This section shall supplement §415.19, “Wireless Telecommunications Facility,” by establishing guidelines for placement of small cell facilities and wireless poles in the Public Right-of-Way. This Section is intended to be in addition to, and not in lieu of, any other ordinances, statutes, rules and regulations applicable to small cell facilities and wireless poles. Nothing herein shall abrogate any Federal, State, or Local Regulation applicable to small cell facilities and wireless poles, including without limitation to the provisions of §415 regarding land use in the Township of Neptune.

B. Definitions.

1. As used in this Section, the following terms shall have the meaning as follows:

- (a) **Alternative Power Facility.** An existing or proposed structure that is compatible with the natural setting and surrounding structures and that camouflages or conceals the presence of the antennas and can be used to house or mount a personal wireless telecommunications service antenna. Examples include man-made trees, clock towers, bell steeples, light poles, silos, existing utility poles, existing utility transmission towers and other similar alternative designed structures.
- (b) **Anticipated Municipal Expenses.** The cost of processing an application to place small cell equipment or wireless poles in the Public Right-of-Way, including but not limited to, all professional fees such as engineer and attorney costs.
- (c) **Applicant.** The person or entity seeking an application for a permit to place small cell equipment or wireless poles within the Public Right-of-Way.
- (d) **Co-location.** With regard to installation, mounting or modification.
  - (1) Mounting or installing an antenna facility on a preexisting structure, and/or;
  - (2) Modifying a structure for the purpose of mounting or installing an antenna facility on that structure.
- (e) **Existing Pole.** A wireless pole, or pole owned by an incumbent local exchange carrier, competitive local exchange carrier, electric distribution company or other company that is in lawful existence within the Public Right-of-Way. It shall not include an antenna, monopole or preexisting towers and preexisting antennas, for which a building permit has been properly issued prior to the effective date of this Section, including permitted towers or antennas that have been approved, but have not yet been constructed so long as such approval is current and not expired.
- (f) **FCC or Federal Communications Commission.** The Federal Administrative Agency, or lawful successor authorized to regulate and oversee telecommunication carriers, services and providers on a national level.
- (g) **Grantee.** The person or entity for which a license, as defined in this Section is granted by the Township and the lawful successor, transferee or assignee of such person, entity or corporation.
- (h) **Historic District.** An area that is zoned or otherwise designated as a historic zoning district under Municipal, State or Federal Law and for which the Township maintains and enforces the uniform and non-discriminatory basis with regard to all users of the Public Right-of-Way pursuant to this ordinance.
- (i) **License Agreement.** A contract by which the Grantee is allowed to use the Township's Public Right-of-Way for the purpose of carrying on the business in which it is generally engaged, including furnishing service to members of the public.
- (j) **Municipal Facilities.** Any property, both real and personal, including physical installations in the Public Right-of-Way that is owned by the Township of Neptune.
- (k) **Personal Wireless Service.** A type of "commercial mobile radio service" (as that term is defined in 47 CFR 20.3) as listed at 47 CFR 20.9(a)(11) and as defined at 47 CFR

24.5, and provided by the use of “personal wireless service facilities” (as such phrase is defined in Section 704 of the Federal Telecommunications Act of 1996 , Pub. L. No. 104-104, 110 State 56 (1996), partially codified at 47 U.S.C. 332(c)(7)(C)(ii).

- (l) Professional Survey. A raised seal stamped survey completed by a duly licensed surveyor.
- (m) Public Right-of-Way. The surface of, and the space above, any public street, road, lane, path, public way or place, sidewalk, alley, boulevard, parkway, drive and the like, held by the Township or County as an easement or in fee simple ownership, or any other area that is determined by the Township or County to be a right-of-way in which the Township may allow the installation of small cell equipment and wireless poles or other telecommunications facilities.
- (n) Small Cell Equipment and Small Cell Facility. Any of the following that are attached, mounted or installed on an existing pole or wireless pole in the public rights-of-way and used to provide personal communications services:
  - (1) Wireless Facilities and transmission media, including femtocells, picocells and microcells;
  - (2) Outside distributed antenna systems (“ODAS”);
  - (3) A personal wireless service facility as defined by the Federal Telecommunications Act of 1996, as amended as of August 6, 2014; or
  - (4) A wireless service facility that meets both of the following qualifications:
    - (a) Each antenna is located inside an enclosure of no more than three cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet; and
    - (b) Primary equipment enclosures are not larger than 17 cubic feet in volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch and cutoff switch.
- (o) Small Cell Network. A collection on interrelated small cell facilities designed to deliver wireless service.
- (p) Telecommunications. The transmission by wire, radio, optical or any electromagnetic system, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.
- (q) Telecommunications Carrier. Any provider of telecommunications services.



- (r) Telecommunications Facility. Any structure or device used for the purpose of providing, supporting, enabling, or otherwise facilitating telecommunications, including, but not limited to, small cell equipment and wireless poles and defined herein.
- (s) Township. Township of Neptune.
- (t) Township Committee. The Township Committee of the Township of Neptune.
- (u) Township Engineer. The person appointed to be Township Engineer for the Township of Neptune pursuant to N.J.S.A. 40:9-140.
- (w) Wireless Pole. A column or post lawfully located in the Public Right-of-Way used solely to support small cell equipment and/or provide personal wireless service.
- (x) Zone, Nonresidential. The zones designated in Article III, §300 of the Land Development Ordinance of the Township of Neptune as Zones B-1; B-2; B-3; C-1; C-2; C-3; C-4; C-5; C-6; C-7; L1; C; HD-B-1; HD-R.
- (y) Zone, Residential. Any zones permitting single-family, two-family or multifamily residences, assisted-living residences, nursing homes and/or residential health care facilities.

C. Applicability.

1. Any telecommunications carrier wishing to place small cell equipment, and/or wireless poles in the Public Right-of-Way must first enter into a License Agreement with the Township of Neptune. The placement of specific small cell equipment onto existing poles or the erection of wireless poles shall require the approval of a License Agreement by the Township Committee based on recommendations by the Township Engineer and Township Attorney.
2. If the Township's Land Use and Development Ordinances require site plan approval, or the approval of any variances from the Township Planning and Zoning Board, the applicant shall be required to secure any approvals and/or variances following the grant of a License under this Section. A Planning and Zoning Board Application for the construction, installation, or location for telecommunications facilities shall not be deemed complete until a License under this Section is granted by the Township.
3. Co-location. The shared use of existing freestanding or roof-mounted facilities shall be preferred to the construction of new facilities in order to minimize adverse visual impacts associated with the proliferation of towers.
  - (a) No application to construct a new freestanding or roof-mounted personal wireless telecommunications service facility shall be approved unless the applicant demonstrates to the reasonable satisfaction of the Township that no existing personal wireless telecommunications service facility within a reasonable distance, regardless of municipal boundaries, can accommodate the applicant's needs. Evidence submitted to demonstrate that no existing personal wireless telecommunications service facility can accommodate the applicant's proposed facility shall consist of one or more of the following.

- [1] No existing facilities are located within the geographic area required to meet the applicant's coverage demands.
  - [2] Existing facilities or structures are not of sufficient height to meet the applicant's coverage demands and cannot be extended to such height.
  - [3] Existing facilities or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment.
  - [4] Existing facilities or structures do not have adequate space on which proposed equipment can be placed so it can function effectively and reasonably.
  - [5] The applicant's proposed antenna would cause electromagnetic interference with the antennas on the existing facility, or the antennas on the existing facility would cause interference with the applicant's proposed antenna.
  - [6] The applicant demonstrates that there are other compelling limiting factors, including but not limited to economic factors, that render existing facilities or structures unsuitable.
- (b) No telecommunications carrier or operator shall unreasonably exclude a telecommunications competitor from using the same facility or location. Upon request by the Township, the owner or operator shall provide evidence and a written statement to explain why co-location is not possible at a particular facility or site.
  - (c) If a telecommunications competitor attempts to co-locate a personal wireless telecommunications service facility on an existing or approved facility or location, and the parties cannot reach an agreement, the Township may require a third-party technical study to be completed at the applicant's expense to determine the feasibility of co-location.
  - (d) Applications for new freestanding personal wireless telecommunications facilities shall provide evidence that the facility can accommodate co-location of additional carriers.
  - (e) A telecommunications carrier who is issued a License pursuant to this Section who wishes to add, supplement, or modify the Telecommunications Facility for which the License was previously granted shall be required to obtain a new License in accordance with the procedures established by this Section, except that no new License shall be required if the additional, supplement or modification does not materially change the overall size, dimensions or appearance of the Telecommunications Facility.
  - (f) Any person who desires a License pursuant to this Section shall file an application with the Township Administrator. The application shall include the following information.
    - [1] The identity of the License Applicant, including all affiliates of the applicant.

- [2] A description of the telecommunications services that are or will be offered or provided.
- [3] A description of the Telecommunications Facility(ies).
- [4] A description of the transmission medium that will be used by the License to offer or provide telecommunications services.
- [5] Preliminary engineering plans, a survey, specifications, and a network map of the Telecommunications Facility to be located within the Township, all in sufficient detail to identify:
  - (a) The location and route requested for the applicant's proposed Telecommunications Facility.
  - (b) The location of all antennas, cells and nodes for the applicant's proposed Telecommunications Facility.
  - (c) The location of all overhead and underground public utility, telecommunications, cable, water, sewer drainage and other facilities in the public way along the proposed route.
- 4. The specific trees, structures, improvements, facilities and obstructions, if any, that the applicant proposes to temporarily or permanently remove, relocate or alter.
- 5. Federal requirements. All personal wireless telecommunications facilities shall meet the current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate personal wireless telecommunications service facilities. Failure to meet such revised standards and regulations shall constitute grounds for revocation of Township approvals and removal of the facility at the owner's expense.
- 6. Safety Standards. All personal wireless telecommunications facilities shall conform to the requirements of the International Building Code and National Electrical Code, as applicable.
- 7. Third Party Review.
  - (a) Telecommunications carriers use various methodologies and analysis tools, including geographically based computer software, to determine the specific technical parameters of facilities, such as expected coverage area, antenna configuration and topographic constraints that affect signal paths. In certain instances there may be a need for expert review by a third party of the technical data submitted by the provider. The Township may require such a technical review to be paid for by the applicant for a telecommunications facility. The selection of a third-party expert may be by mutual agreement between the applicant and the Township or at the discretion of the Township, with a provision for the applicant and interested parties to comment on the proposed expert and review its qualifications. The expert review is intended to be a site-specific review of technical aspects of the facilities and not a subjective review of the site selection. The expert review of the technical submission shall address the following:
    - [1] The accuracy and completeness of the submission.

- [2] The applicability of analysis techniques and methodologies.
  - [3] The validity of conclusions reached.
  - [4] Financial statements prepared in accordance with generally accepted accounting principles demonstrating the applicant's financial ability to construct, operate, maintain, relocate and remove the telecommunications facilities.
  - [5] Information to establish the applicant's technical qualifications, experience and expertise regarding the telecommunications facilities and telecommunications services described in the application.
  - [6] Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the telecommunications facilities and to offer or provide the telecommunications services.
  - [7] Information to establish that the telecommunications facility meets the current standards and regulations of any agency of the federal government with the authority to regulate telecommunications facilities.
  - [8] Information to establish that the proposed telecommunications facility conforms to the requirements of the International Building Code and National Electrical Code, as applicable.
  - [9] Any specific technical issues designated by the Township.
- (b) Based on the results of the third-party review, the Township may require changes to the application for the facility that comply with the recommendation of the expert.

D. License Agreement.

1. A License Agreement entered into pursuant to this Section shall include the following provisions:
  - (a) The term shall not exceed 25 years.
  - (b) The following conditions shall apply to the issuance of site-specific licenses for:
    - [1] Small Cell Equipment.
      - [i] The proposed installation must not be in excess of the height of the existing pole, before the installation, plus six feet.
      - [ii] The proposed installation shall be constructed, finished, painted and otherwise camouflaged, in conformance with best available stealth technology methods, so as to blend in compatibility with its background and so as to minimize its visual impact on surrounding properties.

- [iii] The proposal must include an Engineer's Certification verifying the structural integrity of the pole.
  - [iv] The placement of equipment cabinets along with any small cell equipment installation must conform to the following requirements:
    - [A] For sites located within nonresident zones, no pole-mounted small cell equipment may project beyond the side of the pole more than 30 inches.
    - [B] Except for in a Flood Zone, no ground-mounted small cell equipment may exceed seven feet in height, occupy more than 36 square feet of ground area, be located more than 15 feet from the existing pole, may comply with required sight triangles, sight distance and breakaway design in accordance with local ordinance and the American Association of State Highway and Transportation Officials (AASHTO). However, the applicant may seek relief from this requirement from the Zoning Board of Adjustment pursuant to N.J.S.A. 40:55D-70(d)(1).
  - [v] No small cell equipment shall be placed within 500 feet of an existing small cell equipment installation. This shall not preclude the co-location of two such facilities on the same pole, or within the same vault.
  - [vi] The cumulative size of a small cell equipment installation for any one site shall not exceed twenty (20) cubic feet.
- (c) Wireless Poles.
- [1] Wireless poles are not permitted in residential zones that, as of the date of adoption of this ordinance, do not have wooden utility poles of any kind already installed. However, the applicant may seek relief from this requirement from the Zoning Board of Adjustment pursuant to N.J.S.A. 40:55D-70(d)(1).
  - [2] Wireless poles shall be the same type (i.e. wooden, steel) as the existing utility poles located on either side of it and shall not be higher than 115% of the average height of the existing utility poles within 500 feet, but in no event higher than 60 feet in height, and no antenna or attachment shall extend more than six feet above said utility pole. If there are no existing utility poles in the Public Right-of-Way within 500 feet of the proposed utility pole, the carrier shall submit a plan for a proposed stealth structure for review and approval of the Township Engineer.
  - [3] Wireless poles are not permitted in areas with underground utilities. However, the applicant may seek relief from this requirement from the appropriate authorities.

- [4] The proposed wireless pole shall be constructed, finished, painted and otherwise camouflaged, in conformance with best available stealth technology methods, so as to blend in compatibly with its background and so as to minimize its visual impact on surrounding properties.
- [5] No wireless pole may be spaced less than 500 linear feet from another existing pole or proposed wireless pole that is capable of supporting small cell equipment. However, this requirement may be administratively waived for wireless poles that are proposed to be placed within nonresidential zones where the proposal is determined to be aesthetically consistent with the surrounding streetscape.
- [6] If the wireless pole or facility is located in the Historic District it is subject to §415.20K below.
- [7] The wireless pole cannot exceed 60 Feet. However, the applicant may seek relief from this requirement from the Zoning Board of Adjustment.
- [8] The wireless pole cannot be placed in such a way that it encroaches upon or blocks sight triangles as required by §4—33.2 of the Neptune Code of Ordinances.
- [9] The applicant must demonstrate that the proposed small cell equipment cannot be co-located.

E. Application Process.

- 1. Location. Small cell facilities that cannot be co-located are permitted in Township right-of-way, upon facilities in these rights-of-way and on public easements owned by the Township under the following priorities:
  - (a) First, on a Township-owned utility pole, which shall be removed and replaced with a pole designed to contain all antennas and equipment within the pole to conceal any ground-based support equipment and ownership of which pole is conveyed to the Township.
  - (b) Second, a Township-owned utility pole with attachment of the small cell facilities in a configuration approved by the Township.
  - (c) Third, on a third-party owned utility pole (with the consent of the owner thereof), with attachment of the small cell facilities in a configuration approved by the Township.
  - (d) Fourth, on a traffic signal pole or mast arm in a configuration approved by the Township or County, or in the case of a Department of Transportation Facility, approved by the DOT.

- (e) Fifth, on a freestanding or ground-mounted facility which meets the definition of and requirements for an alternative tower facility in a location and configuration approved by the Township.
  - 2. Survey. Every applicant must provide the Township with a current professional survey, signed and sealed by a licensed PLS in the State of New Jersey and completed within 6 months of application, demonstrating that the area on which it proposes to place small cell equipment and/or a wireless pole is located within the Public Right-of-Way. The applicant must also provide easting and northing coordinates in state plane for inclusion in a GIS inventory.
    - (a) Small Cell Equipment. The Township Engineer shall review all applications and make a recommendation to the Township Committee as to whether a License should be issued.
    - (b) Wireless Poles. The Township Engineer shall review all applications and make a recommendation to the Township Committee as to whether a License is in compliance with the terms of this §415.20 and the License Agreement and may therefore be issued.
  - 3. Any denial of a License must be in writing and provide the facts upon which such a denial is based.
  - 4. An accompanied by a payment of a fee of \$500.00 for up to five (5) small wireless facilities with an additional \$100.00 for each small wireless facility beyond five (5). An application for a License under this Section for the installation of a new structure shall be accompanied by a payment of a fee of \$1,000.00 for up to five small wireless facilities with an additional \$100.00 for each small wireless facility beyond five (5).
  - 5. Pursuant to N.J.S.A. 54:30A-124, the Township shall recover reasonable fees for actual services incurred in the review of all applicants under this Section. The applicant shall make a deposit of \$2,000.00 toward anticipated municipal expenses which shall be placed in an escrow account. If said escrow account contains insufficient funds to enable the Township to perform its review, the Chief Financial Officer shall provide the applicant a notice of insufficient balance. In order for review to continue, the applicant shall, within 30 days, post a deposit to the account in an amount to be mutually agreed upon.
  - 6. An applicant, upon receiving a License for the placement of small cell equipment or a wireless pole in the Public Right-of-Way, may proceed in requesting all other necessary street opening permits and building permits and, upon receiving the same, may proceed with construction. Applicants must comply with all other State and Federal Laws, Rules and Regulations along with any other applicable local ordinances.
  - 7. Certificate of Incorporation. An applicant, in order to be granted the rights and privileges of the use of the Public Right-of-Way must produce evidence of an original Certificate of Incorporation and/or a Certificate of Good Standing from the Secretary of State of New Jersey.
- F. Application Review/Time Frames.
- 1. Installation of new small cell facilities.

- (a) Absent an agreement to the contrary between the Township and the applicant that is confirmed by email or other writing, the Township shall grant or deny applications for small cell facility within the right-of-way not later than ninety (90) days after the date of filing by an applicant of a complete application.
- 2. Co-location of small cell facilities.
  - (a) Absent an agreement to the contrary between the Township and the applicant that is confirmed by email or other writing, the Township shall grant or deny applications to co-locate or to replace or modify any portion of a small wireless facility on or associated with an existing wireless support structure not later than sixty (60) days after the date of filing by an applicant of a complete application.
- 3. Removal of small cell facilities.
  - (a) The Township shall act on request to remove Wireless Support Structures associated with small wireless facilities from the right-of-way typical to the review time frames for the general right-of-way authorization required for this activity, and subject to Paragraph L of this Ordinance.
- 4. Eligible Facilities Request.
  - (a) The Township shall act on an Eligible Facilities Request in accordance with 47 C.F.R. §1.40001 not later than sixty (60) days after the date of filing by an applicant of a complete application.
- 5. Applications to deploy small wireless facilities at multiple locations or a mix of preexisting and new structures must be acted upon within ninety (90) days after the date of filing by an applicant of a complete application.
- 6. Completeness. Within ten (10) business days after receiving an application the Township will determine and notify the applicant whether the application is complete; or if an application is incomplete, the Township shall specifically identify the missing information.
- G. Assignment or Transfers of Small Cell Facility Licenses. Ownership or control of a License issued pursuant to this Section may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the Grantee, by operation of law or otherwise, without the prior consent of the Township of Neptune as expressed by resolution.
- H. General Indemnification of Township in Connection with Telecommunications Facilities. Each License Grantee shall indemnify and hold the Township and its officers, employees, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorneys' fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunications facilities, and in providing or offering telecommunications services over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this Section or by a License Agreement made or entered into pursuant to this Section.
- I. Revocation or Termination of License.



1. The Township may revoke a License granted under this Section for the following reasons:
  - (a) Construction or operation without a License.
  - (b) Construction or operation at an unauthorized location.
  - (c) Unauthorized substantial transfer of control of the Grantee.
  - (d) Unauthorized assignment of a License.
  - (e) Unauthorized sale, assignment or transfer of Grantees assets, or a substantial interest therein.
  - (f) Misrepresentation or lack of candor by or on behalf of a Grantee in any application to the Township.
  - (g) Abandonment of the Telecommunications Facility. A telecommunications facility shall be deemed “abandoned” if it is either disconnected from power service or unused for greater than six (6) months. Abandoned telecommunications facilities shall be removed by the Owner/Grantee. Should the Owner/Grantee fail to remove the telecommunications facility, the Township may do so at its option, and the costs thereof shall be a charge against the Owner/Grantee.
  - (h) Insolvency or bankruptcy of the Grantee.
  - (i) Material violation of the Township’s Revised General Ordinances.
2. In the event that the Township believes that grounds exist for the revocation of a License, it shall give the Grantee written notice of the apparent violation or noncompliance, providing a statement of the nature and general facts of the violation or noncompliance, and providing the Grantee a reasonable period of time, not exceeding thirty (30) days to furnish evidence:
  - (a) That corrective action has been or is being actively and expeditiously pursued to remedy the violation or noncompliance.
  - (b) That rebuts the alleged violation or noncompliance.
  - (c) That it would be in the public interest to impose some penalty or sanction less than revocation.

J. Notification Required.

1. Any telecommunications carrier who desires to change existing use, construct, install, operate, maintain or otherwise locate a telecommunications facility in the Township shall provide notice to property owners certified by the Township Administrator to be within 200 feet of the proposed telecommunications facility.
2. Notice shall be given to the property owner by:

- (a) Serving a copy thereof on the property owner as shown on the current certified tax list, or his or her agent in charge of the property; or
  - (b) Mailing a copy thereof by certified mail and regular mail to the property owner at the address as shown on the said current certified tax list, and service by mailing shall be deemed complete upon deposit with the United States Postal Service.
- 3. Notice pursuant to this Section shall state the identity of the telecommunications carrier; a description of the telecommunications services that are or will be offered or provided; a description of the location(s) of any telecommunications facilities; and a description of the telecommunications facilities to be installed and the location of the telecommunications facilities. The notice shall also advise that a copy of the applicant's application is on file with the Township Administrator and may be reviewed by the public.
- 4. Such other and further information as may be required by the Township Administrator,
- 5. In the case of an application that seeks to construct, install, operate, maintain or otherwise locate a telecommunications facility or equipment on any property owned or controlled by the County, including but not limited to a County right-of-way, the applicant shall also provide notice to and obtain a permit from the County authorizing the placement of such telecommunications facility on any such property or right-of-way.
- 6. This Section shall be in addition to and not in lieu of any notice provisions set forth in Statute, Rule or Regulation.

K. Historic District.

- 1. All applications for installation of any equipment governed by this Ordinance that is in the historic district must comply with all Federal, State and Local Laws regulating the historic districts, but as long as such installation is in the Public Right-of-Way, it is not subject to review and issuance of a Certificate of Appropriateness by the Historic Preservation Commission. Nevertheless, this Section may not be construed to limit the Township's authority to enforce Historic Preservation Zoning Regulations consistent with the preservation of local zoning authority under 47 U.S.C. §332(c)(7), the requirements for facility modifications under 47 U.S.C. §1455(a) or the National Historic Preservation Act of 1966 (54 U.S.C. §300101 *et seq.*) and the regulations adopted to implement those laws.
  - (a) As a condition for approval of a new small wireless facility or new wireless support structure in the historic district with placement in the Public Right-of-Way, the Township in its review of the application may use a consultant to address design and aesthetic standards that should be followed to minimize the negative impact to the aesthetics in the historic district. The standard for review for aesthetic purposes is that any aesthetic requirements be reasonable; that is, technically feasible and reasonably directed to avoid or remedy the intangible public harm of unsightly or out of character deployments. Aesthetic requirements shall be consistent with that applied to similar infrastructure deployments and are no more burdensome than those which apply to other types of infrastructure deployments.

L. Removal, Relocation or Modification of a Communications Facility in the Right-of-Way.

1. Notice. Within 90 days following written notice from the Township, a Grantee shall, at its own cost and expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any Telecommunications Facility with the Public Right-of-Way whenever the Township has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance or installation of any Township improvement in or upon the operations of the Township in or upon the Public Right-of-Way, or pursuant to any redevelopment plan made pursuant to the Municipal Land Use Law contained in N.J.S.A. 40:55D, or any Township resolution that approves any redevelopment plan for work that is performed by a private company other than the Township. The Township shall apply the same standards to all utilities in the Public Right-of-Way.
2. Emergency Removal or Relocation of Facilities. The Township retains the right and privilege to cut power to or move any Telecommunications Facility located with the Public Right-of-Way of the Township, as the Township may determine to be necessary, appropriate or useful in response to any public welfare emergency or safety emergency. If circumstances permit, the Township shall notify the Grantee an opportunity to move its own facilities prior to cutting power to or removing the Telecommunications Facility, and in all cases shall notify the Grantee after cutting power to or removing the Telecommunications Facility as promptly as reasonably possible.
3. Structural Reconditioning, Repair and Replacement. From time to time the Township may paint, recondition or otherwise improve or repair the Township poles in a substantial way ("Reconditioning Work"). The Grantee shall reasonably cooperate with the Township to carry out Reconditioning Work activities in a manner that minimizes interference with the Grantee's approved use of the facility.
  - (a) Prior to commencing Reconditioning Work, the Township will use reasonable efforts to provide the Grantee with at least 60 days prior written notice. Upon receiving that notice, it shall be the Grantee's sole responsibility to provide adequate measures to cover, remove or otherwise protect the Grantee's Telecommunications Facility from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. The Township reserves the right to require the Grantee to removal all of the Grantee's Telecommunications Facility from the Township's Poles and surrounding premises during Reconditioning Work, provided the requirement to remove the same is contained in the written notice required by this Subsection. All costs associated with the protection measures, including temporary removal, shall be the sole responsibility of the Grantee. The Township will provide the Grantee with a date by which its equipment must be protected or removed. The Grantee may request a modification of the Township's procedures for carrying out Reconditioning Work in order to reduce the interference with Grantee's operation of its Telecommunications Facility. If the Township agrees to the modification, the Grantee shall be responsible for all reasonable incremental costs related to the modification.
  - (b) If the Township Poles need to be replaced ("Replacement Work"), the Township shall provide the Grantee with at least 60 days written notice to remove its Telecommunications Facilities. The Township shall also promptly notify the Grantee when the Township's Poles have been replaced and the Grantee may reinstall its equipment. During the Redevelopment Work, the Grantee may maintain a temporary Telecommunications Facility on the property, or after approval by the Township, in any land owned or controlled by the Township in the vicinity of the property. If the property will not accommodate the Grantee's temporary Telecommunications Facility, or if the parties cannot agree on a temporary location, the Grantee, at its sole option, shall have the right to suspend the

applicable permit, until the replacement Pole is installed, upon 30 days written notice to the Township.

(c) If the Township Poles need to be repaired due to storm or other damage (“Repair Work”), the Township shall notify the Grantee to remove its Telecommunications Facilities as soon as possible. In the event of an emergency, the Township shall contact the Grantee by telephone at its emergency contact of record upon or prior to removing the Grantee’s equipment. Once the Township’s Poles have been replaced or repaired, the Township will promptly notify the Grantee that it can reinstall its equipment. During the Township’s Repair Work, the Grantee may maintain a temporary Telecommunications Facility on the property, or after approval by the Township, on any land owned or controlled by the Township in the vicinity of the property. All costs associated with any removal or protection of the Telecommunications Facilities shall be the sole responsibility of the Grantee, except to the extent caused by third parties or the Township.

4. Abandonment. Personal wireless telecommunications facilities which are abandoned by nonuse, disconnection of power service, equipment removal or loss of lease for greater than six months shall be removed by the facility owner. Should the owner fail to remove the facilities after 90 days written notice, the Township may do so at its option, and the costs thereof shall be a charge against the owner and recovered by certification of the same to the Township’s Tax Collector for collection as taxes. If an owner wishes to begin utilizing abandoned equipment again, it must submit a new application pursuant to §415-20.
5. Violation of Ordinance or License Agreement. Should the Township determine that the Grantee is in violation of this Ordinance or License Agreement, it shall provide the Grantee with 30 days’ notice to cure. Should the Grantee fail to cure within 30 days of receipt of said Notice to Cure or any extended time agreed upon by the parties, the Township may terminate the License Agreement pursuant to Paragraph I of this Ordinance. Any termination shall require the Grantee to remove all Telecommunications Facilities from the subject site within 90 days of written Notice of Termination, and removal of said equipment at the Grantee’s sole cost and expense. Should the Owner/Grantee fail to remove the facilities, the Township, at its own option, may remove said facilities and the cost shall be charged against the Owner/Grantee and recovered by certification of the same to the Township’s Tax Collector for collection as taxes.

All Ordinances or parts of Ordinances that are inconsistent herewith are repealed, but only to the extent of such inconsistency.

The amended Ordinance shall become effective immediately upon its passage and the publication as required by law.

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

**Motion/  
Second**

YAY

NAY

ABSTAIN

ABSENT

Dated:

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

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Gabriella Siboni, RMC  
Township Clerk

## ORDINANCE NO. 22-06

### AN ORDINANCE TO AMEND VOLUME I, CHAPTER XIII OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY AMENDING SECTION 13-2, ENTITLED, "REMOVAL OF SNOW AND ICE" TO AMEND SECTION 13-2.2 "DEFINITION" AND 13-2.3 "RESERVE"

WHEREAS, the Township Committee of the Township of Neptune believes that there is a need to modify the Ordinance with regard to the removal of snow and ice from sidewalks in the Township of Neptune.

NOW THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the Township Committee hereby amends Section 13-2 entitled, "REMOVAL OF SNOW AND ICE" as follows:

#### 13-2 REMOVAL OF SNOW AND ICE.

##### 13-2.1 Responsibility for Removal; Time.

The owners and tenants of lands abutting or bordering upon the sidewalks of the public streets and highways in the township shall remove, or cause to be removed, from sidewalks in front of or bordering on their lands, all snow and ice within twelve (12) hours of daylight after the same shall be formed or fallen thereon.

##### 13-2.2 Definition.

Sidewalk. In this Chapter, sidewalk shall mean that portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians. Sidewalk shall include the boardwalk where intended for pedestrian traffic.

##### 13-2.3 Reserve.

##### 13-2.4 School Zones.

The school areas are designated by signs:

##### a. *Montessori.*

1. Sign 1 on Asbury Avenue, facing east, just west of Vanada Drive.
2. Sign 2 on Asbury Avenue, facing west, east of Colgate Avenue.

##### b. *Jumping Brook Fields.*

1. Sign 1 on Jumping Brook Road, facing south, south of Country Drive.
2. Sign 2 on Jumping Brook Road, facing north, south of Route 66.

##### c. *Shark River School.*

1. Sign 1 on Brighton Avenue, facing north at the foot of Schock Avenue.
2. Sign 2 on Brighton Avenue, facing south, just north of Lakewood Road.

##### d. *Summerfield School.*

1. Sign 1 on Route 33, facing each, at Hawthorne Avenue.
  2. Sign 2 on Green Grove Road, facing north at Squirrel Road.
- e. *Neptune Senior High; Neptune Junior High; Gables School; Monmouth Vocational School.*
1. Sign 1 on Route 33, facing west, west of Stanley Avenue.
  2. Sign 2 on Route 33, facing east, just east of Taylor Avenue.
  3. Sign 3 on Heck Avenue, facing east, 150 yards off Taylor Avenue.
  4. Sign 4 on Bangs Avenue, facing west, just before intersection of West Lake Avenue and Bangs Avenue.
  5. Sign 5 on Wakefield Road, facing south on Brixton Place.
- f. *Holy Innocents.*
1. Sign 1 on West Bangs, facing East Shore Brook Circle, east section, north side of street.
  2. Sign 2 on Route 33, facing west, at Old Corlies Avenue.
- g. *Green Grove School.*
1. Sign 1 on Route 66, facing east, just east of Yale.
  2. Sign 2 on Route 66, facing west, after Mancino's Lodge.
  3. Sign 3 on Green Grove Road, facing south, north of Bangs Avenue.
- h. *Midtown Community Elementary School.*
1. Sign 1 on SH 33, facing eastbound traffic, just east of the Ridge Ave. intersection.
  2. Sign 2 on SH 33, facing westbound traffic, just east of the Atkins Ave. intersection.
  3. Sign 3 on Atkins Ave., facing southbound traffic, just north of Heck Avenue.
  4. Sign 4 on Atkins Ave., facing northbound traffic, just south of 10<sup>th</sup> Ave.
- i. *Children's Center of Monmouth County.*
1. Sign 1 on Green Grove Rd., facing northbound traffic, just north of SH 66.
  2. Sign 2 on Green Grove Rd., facing southbound traffic, just south of Jumping Brook Road.

#### 13-2.5 Penalty in School Zones

Any person, firm or corporation violating this Ordinance in the above-designated school zone areas shall, upon conviction, be subject to a fine of at least \$100.00, but not exceeding \$2,000.00 for each and every violation, or a period of community service not exceeding 90 days or any combination thereof.

#### 13-2.6 Authorized Officers.

The following shall be declared Authorized Officers for the purpose of enforcing the provisions of this Ordinance:

All Township Law Enforcement Officers;  
All Township Public Works Employees;  
All Township Code Enforcement Officers;  
All Township Construction Department Inspectors and Sub-code Officials

#### 13-2.7 General Penalties.

Any person, firm or corporation violating this Ordinance outside of a school zone shall be fined \$50.00 per day, for each and every date the violation exists, for the first occurrence, \$100.00 for each and every day the violation exists for a second occurrence and \$150.00 per day for each and every day the violation exists for a third occurrence and \$500.00 per day for each and every day the violation exists for all subsequent violations. The Court can also impose a period of community service not to exceed 90 days or any combination thereof.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon final adoption of the Ordinance and publication of notice of adoption as required by law; and,

BE IT FURTHER ORDAINED, that all Ordinances or parts of Ordinances that are inconsistent herewith are repealed, but only to the extent of such inconsistency.

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

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

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Gabriella Siboni  
Township Clerk

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Nicholas Williams  
Mayor



ORDINANCE NO. 22-

AN ORDINANCE TO AMEND CHAPTER VII OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY AMENDING SECTION 7.3, ENTITLED “TEMPORARY PARKING PROHIBITION FOR SNOWPLOWING AND REMOVAL”

WHEREAS, it has been determined that a conflict exists with regard to snow removal parking on an emergency basis with regard to Broadway.

NOW THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the Township Committee hereby amends Chapter VII, Section 7-7.3(c) as follows:

7-7.3 Parking Prohibition for Snowplowing and Removal.

(c) Snow Emergency shall remain in full effect until cancelled by the Emergency Management Coordinator or designee. Such cancellation to be communicated to the public through various media outlets.

<u>Name of Street</u>	<u>Side</u>	<u>Time</u>	<u>Location</u>
Broadway	a. Both		Between Central Avenue and Ocean Avenue
	b. South		Between Lawrence Avenue and Central Avenue

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon final adoption of the Ordinance and publication of notice of adoption as required by law; and,

BE IT FURTHER ORDAINED, that all Ordinances or parts of Ordinances that are inconsistent herewith are repealed, but only to the extent of such inconsistency.

DATE INTRODUCED:

DATE ADOPTED: