

**TOWNSHIP COMMITTEE WORKSHOP MEETING – May 20, 2024 – 6:00 P.M.**

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

<b>Township Committee</b>	Present/ Absent	<b>Professionals</b>	Present/ Absent
Keith Cafferty	_____	Gina LaPlaca, Business Administrator	_____
Robert Lane, Jr.	_____	Gabriella Siboni, Township Clerk	_____
Kevin McMillan	_____	Gene Anthony, Township Attorney	_____
Derel Stroud	_____		
Tassie D. York	_____		

Mayor York announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 5, 2024, 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)).

**ITEMS FOR DISCUSSION IN OPEN SESSION**

1. Short Term Rental Ordinance
2. Committee Calendars

**Res #24 - 247** Authorize An Executive Session As Authorized By The Open Public Meetings Act.

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
*Vote:* Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ McMillan \_\_\_\_\_ Stroud \_\_\_\_\_ York \_\_\_\_\_

**TOWNSHIP COMMITTEE MEETING – May 20, 2024 – 7:00 P.M.**

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

<b>Township Committee</b>	Present/ Absent	<b>Professionals</b>	Present/ Absent
Keith Cafferty	_____	Gina LaPlaca, Business Administrator	_____
Robert Lane, Jr.	_____	Gabriella Siboni, Township Clerk	_____
Kevin McMillan	_____	Gene Anthony, Township Attorney	_____
Derel Stroud	_____		
Tassie D. York	_____		

**MOMENT OF SILENCE AND FLAG SALUTE**

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

Mayor York announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 5, 2024, 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)).

**APPROVAL OF MINUTES**

Motion offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve the minutes of meetings of May 13, 2024.

**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**

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

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 24-17** Authorize The Acquisition Of (1) Title To A Portion Of The Real Property Currently Designated As Block 3903, Lots 12 And 13 On The Tax Map Of The Township Of Neptune, Conditioned Upon Its Improvement As A Public Park And (2) An Easement For Public Access To A Walkway Providing Ingress And Egress To/From The Public Park Subject To A Redevelopment Agreement With 3501 Rt 66, LLC And Pursuant To The Local Redevelopment And Housing Law, N.J.S.A. 40a:12a-1, Et Seq.

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ McMillan \_\_\_\_\_ Stroud \_\_\_\_\_ York \_\_\_\_\_

**ORDINANCES FOR FIRST READING**

**Ordinance 24-18** An Ordinance To Amend Volume I, Chapter Vii Of The Code Of The Township Of Neptune By Adding And Removing Resident Only Handicapped Parking Zones

*Explanatory Statement: This ordinance adds resident handicap parking stall to 94 1/2 Heck Ave, 108 Franklin Ave, 23 Broadway, 16 Lake Ave., 92 Main Ave. and removing from 116 Heck Ave. and 34 Bath Ave.*

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ McMillan \_\_\_\_\_ Stroud \_\_\_\_\_ York \_\_\_\_\_

**Ordinance 24-19** Ordinance Rescinding Ordinance #22-50 Previously Authorizing Acceptance Of Deed Of Dedication With Regard To Block 5303, Lots 2, 3, And 4 On The Tax Map Of The Township Of Neptune, South Riverside Drive, From Shark River Hills Estates To Township Of Neptune

*Explanatory Statement: This ordinance repeals Ordinance 22-50 which authorized acceptance of Deed of Dedication of property located at Block 5303 Lots 2, 3 and 4 on South Riverside Dr*

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ McMillan \_\_\_\_\_ Stroud \_\_\_\_\_ York \_\_\_\_\_

**Ordinance 24-20** Ordinance Amending Neptune Township Code Chapter 12 Entitled “Property Maintenance”

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ McMillan \_\_\_\_\_ Stroud \_\_\_\_\_ York \_\_\_\_\_

**CONSENT AGENDA**

Mayor asks if the Committee would like to pull any resolution from the consent agenda for separate consideration.

- Res#24- 248** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing The Cancellation And Refunds Of Certain Marina Fees Or Payments
- Res#24- 249** Place Lien On Various Properties
- Res#24- 250** A Resolution Of The Township Committee Of The Township Of Neptune Accepting Resignations
- Res#24- 251** Resolution Authorizing Developer’s Agreement With Surfside Crossing, Llc (An Affiliate Of Ster Developers, Llc) Block 405, Lots 5, 6 & 7, Located At 1102 9th Avenue, Memorial Drive And 1105 8th Avenue, Neptune Township, New Jersey
- Res#24- 252** A Resolution Of The Township Committee Of The Township Of Neptune Co-Sponsoring The Memorial Day Parade Committee
- Res#24- 253** A Resolution Of The Township Committee Of The Township Of Neptune Co-Sponsoring The Memorial Day Parade In Shark River Hills
- Res#24- 254** A Resolution Of The Township Committee Of The Township Of Neptune Appointing Members To The Wesley Lake Commission
- Res#24- 255** A Resolution Of The Township Committee Of The Township Of Neptune Acknowledging Mayoral Appointments To The Historic Preservation Commission
- Res#24- 256** A Resolution Of The Township Committee Of The Township Of Neptune Appointing Members To The Zoning Board Of Adjustment
- Res#24- 257** A Resolution Of The Township Committee Of The Township Of Neptune Appointing Members To The Fletcher Lake Commission
- Res#24- 258** Authorizing Payment Of Bills

**CONSENT AGENDA**

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ McMillan \_\_\_\_\_ Stroud \_\_\_\_\_ York \_\_\_\_\_

**SEPARATED RESOLUTIONS**

- Res#24- 259** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing

Certain Personnel Actions

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
*Vote:* Cafferty \_\_\_\_\_ Lane \_\_\_\_\_ McMillan \_\_\_\_\_ Stroud \_\_\_\_\_ York \_\_\_\_\_

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

Time adjourned: \_\_\_\_\_

## ORDINANCE 24-17

**AUTHORIZE THE ACQUISITION OF (1) TITLE TO A PORTION OF THE REAL PROPERTY CURRENTLY DESIGNATED AS BLOCK 3903, LOTS 12 AND 13 ON THE TAX MAP OF THE TOWNSHIP OF NEPTUNE, CONDITIONED UPON ITS IMPROVEMENT AS A PUBLIC PARK AND (2) AN EASEMENT FOR PUBLIC ACCESS TO A WALKWAY PROVIDING INGRESS AND EGRESS TO/FROM THE PUBLIC PARK SUBJECT TO A REDEVELOPMENT AGREEMENT WITH 3501 RT 66, LLC AND PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, ET SEQ.**

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

WHEREAS, Resolution #24-208 adopted by the Township Committee of the Township of Neptune authorized the execution of a Redevelopment Agreement with 3501 RT 66, LLC ("RT 66" or "Redeveloper") in order to facilitate the redevelopment of the real property currently designated as Block 3903, Lots 12 and 13 which is subject to the Block 3903 Redevelopment Plan; and

WHEREAS, the Redevelopment Agreement calls for the implementation of a mixed-use redevelopment project (the "Project") comprising, *inter alia*, the subdivision of the Project Site into three (3) lots, as depicted on the Overall Subdivision Plan, prepared by Langan Engineering and Environmental Services, Inc, dated January 19, 2024, which consists of Parcel A that would contain no less than a 15,000 square foot retail building ("Retail Project"), and Parcel B that would contain no more than a 251,022 square foot storage, distribution and logistics facility with office space ("Distribution Center Project"); and

WHEREAS, the Project also calls for a Community Benefit Contribution, which includes the creation of (i) certain public open space on a subdivided portion of the Project Site ("Park Parcel") such as an approximately 1.8 acre public park on the Park Parcel, improved with a playground, including a swing set, a net climbing section and a slide, 4 tables in a picnic area, bike racks, 4 pieces of exercise equipment, shade trees or structures, plantings and fencing, with wheelchair access to the sidewalk and parking lot ("Public Park") as depicted generally on the Open Space Enlargement – Plan Rendering annexed to the Redevelopment Agreement as F1 and (ii) a six-foot (6') wide walkway providing ingress and egress to/from the Public Park, with landscaping, lighting, and seating (the "Walkway") annexed to the Redevelopment Agreement as F2, all at no cost to the Township and in accordance with, *inter alia*, the Redevelopment Plan and the terms and conditions of the Redevelopment Agreement; and

WHEREAS, pursuant to the Redevelopment Agreement, RT 66 shall construct the Public Park and convey the Park Parcel in fee simple for one dollar (\$1.00), to the Township via Deed in substantially the form attached hereto as Attachment A, which Deed shall be executed and held in escrow and delivered to the Township for acceptance upon the satisfaction of the conditions precedent set forth in the Redevelopment Agreement, as set forth below; and

WHEREAS, the Public Park shall be used in perpetuity solely for public recreation and open space, for the use and enjoyment of the surrounding community and the public at large; and

WHEREAS, pursuant to the Redevelopment Agreement, the Walkway will continue to be owned and maintained by RT 66, at no cost to the Township, and the public shall have access to the Walkway pursuant to a Public Access Easement Agreement in substantially the form attached hereto as Attachment B; and

WHEREAS, the Public Access Easement Agreement and the Deed shall not be effective or deemed effective and shall not be released from escrow for purposes of delivery and recordation until such time as (i) the Due Diligence Period (as defined in Section 16.2 of the Redevelopment Agreement) has expired without the Township having exercised its right prior to or immediately upon such expiration to terminate the Public Park Land Transfer Agreement provisions of the Redevelopment Agreement, or the Township has determined to terminate the portions of the Redevelopment Agreement which require and provide for the conveyance of the Park Parcel and Public Access Easement Agreement and (ii) the construction of the Public Park is completed and inspected and approved by the Township Engineer; and

WHEREAS, a Certificate of Occupancy shall not be issued for the Retail Facility or any leasehold within the Retail Facility, unless the Public Park and Walkway have been completed, inspected and approved in writing by the Township Engineer as being compliant with terms of this Agreement and all Applicable Laws; and

WHEREAS, the Parties agree that the Public Park and Walkway are intrinsically related and as such, the Township shall not be obligated to (i) accept the public access easement for the Walkway set forth in the Public Access Easement Agreement unless the Township also accepts the Deed for the Public Park, all subject to the terms and conditions hereunder, or (ii) accept the Deed for the Public Park unless the Township also accepts the public access easement for the Walkway set forth in the Public Access Easement Agreement, all subject to the terms and conditions hereunder; and

WHEREAS, as further set forth in the Redevelopment Agreement, once the Deed and Public Access Easement Agreement are executed, they shall be held in escrow pursuant to the terms of the Escrow Agreement, a copy of which is attached to the Redevelopment Agreement, which document the Mayor was previously authorized to execute subject to certain conditions, as set forth in Resolution # \_\_\_\_\_; and

WHEREAS, the Deed and Public Access Easement Agreement shall not be accepted by the Township until the final legal descriptions are reviewed and approved in writing by the Township Engineer for consistency with the approved Subdivision, as provided for in the Escrow Agreement; and

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 *et seq.* authorizes a municipality to acquire property for the conduct of public business and any other municipal public purpose by purchase, gift, devise, lease, exchange, condemnation; and

WHEREAS, the Township finds that the acquisition of the Public Park and the Walkway will benefit the Township and the residents of Neptune.

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

1. The Mayor or her designee is hereby authorized and directed to execute a Public Access Easement Agreement (“PAEA”) between the Township of Neptune and 3501 RT 66, LLC (“RT 66”) in substantially the form attached hereto as Attachment B, the execution of which and the authority to do so is expressly conditioned upon the Township’s execution of the Redevelopment Agreement. The PAEA is to be held in escrow pending the satisfaction of the Conditions Precedent as set forth herein, in the Redevelopment Agreement, and in the Escrow Agreement.
2. It hereby authorizes the acceptance of a Deed from 3501 RT 66, LLC for the Park Parcel in substantially the form attached hereto as Attachment A, to be held in escrow, pending the satisfaction of the Conditions Precedent, as set forth herein, in the Redevelopment Agreement, and in the Escrow Agreement.

3. The Business Administrator and Staff of the Township of Neptune are hereby authorized and directed to take all actions as shall be deemed necessary or desirable to implement this Ordinance.
4. This Ordinance shall be effective upon publication as provided by law.

Attachment A (to Ordinance)  
Form of Deed for the Public Park

Attachment B (to Ordinance)  
Form of Public Access Easement Agreement for the Walkway

**TOWNSHIP OF NEPTUNE**

**ORDINANCE NO. 24-18**

**AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY ADDING AND REMOVING RESIDENT ONLY HANDICAPPED PARKING ZONES**

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

**SECTION 1**

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

<u>Name of Street</u>	<u>No. Of Spaces</u>	<u>Location</u>
Broadway	1	87 Feet West of the Intersection of Broadway and Beach Ave. The parking space will be located along the median in the fourth parking stall from Broadway and Beach Ave.
Pennsylvania	1	10 feet west of the southwest corner of Pennsylvania Ave and Main Ave. (the first parking stall).
Beach Ave.	1	West Side of Beach Ave. beginning 33 Feet South of the intersection of Beach Ave. and Spray Ave. (Reassigned to 16 Lake Ave. #30)
Heck Ave.	1	
Franklin	1	

**SECTION 2.**

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

<u>Name of Street</u>	<u>No. Of Spaces</u>	<u>Location</u>
Heck	1	South side of Heck Avenue beginning 25 feet west of the southwest intersection of Heck Avenue and Delaware Avenue
Bath	1	South side of Bath Avenue beginning 103 feet east of the southeast intersection of Bath Avenue and Central Avenue

**SECTION 3**

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

<b>Motion/ Second</b>	<b>Roll Call To Adopt On First Reading</b>					Adopted on First Reading Dated: May 20, 2024
	YAY	NAY	ABSTAIN	ABSENT		
	Keith Cafferty					
	Robert Lane, Jr					
	Kevin McMillan					
	Derel Stroud					_____ Gabriella Siboni, RMC Township Clerk
	Tassie D. York					

<b>Motion/ Second</b>	<b>Roll Call To Adopt On Second and Final Reading</b>					Adopted on Second Reading Dated:
	YAY	NAY	ABSTAIN	ABSENT		
	Keith Cafferty					
	Robert Lane, Jr					
	Kevin McMillan					
	Derel Stroud					_____ Gabriella Siboni, RMC Township Clerk
	Tassie D. York					

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

\_\_\_\_\_  
Tassie D. York  
Mayor

**ORDINANCE #24-19**

**ORDINANCE RESCINDING ORDINANCE #22-50 PREVIOUSLY AUTHORIZING ACCEPTANCE OF DEED OF DEDICATION WITH REGARD TO BLOCK 5303, LOTS 2, 3, AND 4 ON THE TAX MAP OF THE TOWNSHIP OF NEPTUNE, SOUTH RIVERSIDE DRIVE, FROM SHARK RIVER HILLS ESTATES TO TOWNSHIP OF NEPTUNE**

WHEREAS, the prior owner of Block 5303, Lots 2, 3 and 4 on South Riverside Drive, Shark River Hills Estates (Catherine Oliver), offered through the Monmouth Conservation Foundation to dedicate the aforesaid property to Neptune Township, and seeing the same as in the best interest of the Township of Neptune, the Township of Neptune's governing body authorized the acceptance of the Deed of Dedication under Ordinance #22-50; subject to a satisfactory Title Search and survey and due diligence recommended by the Township Engineer and Township Attorney to the satisfaction of the Township; and

WHEREAS, after authorizing the aforesaid acceptance by Ordinance, the Township of Neptune entered into a Consulting Agreement with Monmouth Conservation Foundation in order to administer the aforesaid title closing and to participate in the Donation Agreement, which authorized clear title under a Title Search; and

WHEREAS, upon doing a Title Search of the subject property to determine that clear title could be transferred to Neptune Township through the Monmouth Conservation Foundation, it was discovered that the aforesaid properties were subject to Tidelands Claims by the State of New Jersey; and

WHEREAS, as a result of the aforesaid Title Search, Monmouth Conservation Foundation and Neptune Township terminated the Agreement with the owner of property at Block 5303, Lots 2, 3 and 4, and based on the provisions in the Donation Agreement and Consulting Agreement terminated any further transfer of title by dedication.

NOW, THEREFORE BE IT ORDAINED AND ENACTED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that pursuant to State Statute allowing municipalities to accept or not accept dedicated property for public use, the Township Committee hereby rescinds its Ordinance #22-50, previously adopted by the Township Committee on November 28, 2022 and does not accept the Deed of Dedication of Block 5303, Lots 2, 3 and 4, located on South Riverside Drive, Neptune, New Jersey.

BE IT FURTHER ORDAINED, that the Township Attorney is hereby authorized to record this Ordinance upon approval and execution in the Clerk's Office of Monmouth County.

BE IT FURTHER ORDAINED, that this Ordinance shall become effective immediately upon its final adoption and publication as required by law.

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

**ORDINANCE NO. 24-20**

**ORDINANCE AMENDING NEPTUNE TOWNSHIP CODE CHAPTER 12 ENTITLED “PROPERTY MAINTENANCE”**

BE IT ORDAINED by the Township Committee of the Township of Neptune of the County of Monmouth in the State of New Jersey that Chapter 12, entitled “Property Maintenance,” Section 12-1.2 (jj) shall be amended as follows:

Section 12-1.2 Additions, Insertions and Changes.

*§12-1.2(jj) (Section PM902.3 entitled “Seasonal Rentals”) is hereby rescinded.*

**§12-1.2 (jj) (Section PM-905.1 “Short-term Seasonal Rentals”) is hereby added as follows:**

**PM905.1 is amended to be entitled “Short-term Rentals.”**

**PM905.1(a) entitled, “Purpose.”**

The Neptune Township Committee finds and declares that the short-term rental of limited residential dwelling units within the Township benefits the local community by affording Owners of such units the ability to garner additional income from their real property (also referenced as “property”) in order to diminish the financial burden of carrying costs and maintenance expenses related to the property, as well as providing travelers with an alternative option for accommodation in the Township, thereby promoting the local travel and tourism industry, and contributing to the economic vitality of the Township. Notwithstanding those benefits, the Township Committee also finds and declares that certain transit uses of residential property tend to affect the residential character of the community, and, if unregulated, can be injurious to the health, safety and welfare of the community.

The intended purposes of this Section are to:

- (1) Balance the rights of the Owners of residential dwelling units proposed for short-term rental use and the Township’s business community affected by the allowance and existence of short-term rentals;
- (2) Protect the public health, safety and general welfare of individuals and the community at large;
- (3) Provide for an organized and reasonable process for the short-term rental of certain defined classifications of residential dwelling units in the Township;
- (4) Monitor and provide a reasonable means for the mitigation of impacts created by such transitory uses of residential properties within the Township of Neptune;
- (5) Preserve and protect the long-term housing market stock in the Township;
- (6) Implement rationally based and reasonably tailored regulations to protect the integrity of the Township’s residential neighborhoods
- (7) Ensure that the short-term rental property inventory in the Township satisfies basic property maintenance standards, in order to protect the safety of occupants and the citizens of the Township.

The Township Committee has therefore determined that it shall be unlawful for any Owner of any property within the geographic bounds of the Township of Neptune, New Jersey, to rent or operate a short-term rental contrary to the procedures and regulations established in this Section, or applicable State Statute.

**PM905.1(b) entitled, “Authority.”**

In accordance with New Jersey Law, a municipality may make and enforce within its limits all ordinances and regulations not in conflict with general laws, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants. The Township of Neptune hereby adopts the within Ordinance in accordance with said authority.

**PM905.1(c) entitled, “Definitions.”**

As used in this Section, the following terms shall have the meanings indicated below:

HOTEL – shall mean establishments as defined in N.J.A.C. 18:24-3.4, as amended from time to time.

OWNER – shall mean an individual or entity holding title to a property proposed for short-term rental, by way of a legally recorded Deed.

PROPERTY – shall mean a parcel of real property located within the boundaries of the Township of Neptune, Monmouth County, New Jersey.

PROPERTY AGENT – shall mean a natural person of 21 years or older designated by the Owner or Owners of the property to receive and be responsible for all notices and process of any Ordinance or Statute violations or Court proceedings or administrative enforcement proceedings, and is responsible for maintenance and securing the property and the conduct of all occupants of the property on behalf of the Owner or Owners of the property. The Property Agent must be located in and with contact information within Monmouth County, New Jersey. The Owner or Owners who are natural persons may designate themselves as agent; subject to the conditions of this Chapter.

SEASONAL SINGLE-FAMILY RENTAL – shall mean a single-family dwelling residence as defined below and having a “short term Winter Season” and “Short-term Summer Season” as defined under PM905.1(e)(8).

SECTION – shall mean PM905.1 entitled “Short-term Rentals”.

SHORT-TERM RENTAL (also referenced as “STR”) – shall mean the accessory use of a dwelling unit for occupancy by someone other than the unit’s Owner or permanent resident for a period of thirty (30) or less consecutive days, up to a cumulative total period of not to exceed three hundred and sixty-four (364) days in a calendar year, which dwelling unit is regularly used and kept open as such for the lodging of guests, and which is advertised or held out to the public as a place regularly rented to transient occupants, as that term is defined in this Section.

SHORT-TERM RENTAL PROPERTY (also referenced as “STRP”) – shall mean a residential dwelling unit or dwelling unit as defined in Section 201, Article II of the Land Use Ordinance of the Township of Neptune, that is used and/or advertised for rent as a short-term rental by transient occupants as guests, as those terms are defined in this Section. Dwelling units rented to the same occupant for more than thirty (30) continuous days, licensed Bed and Breakfast establishments, licensed room or boarding houses, hotels and motels shall not be considered Short-term Rental Property.

SINGLE-FAMILY DWELLING OR RESIDENCE (hereinafter referred to as “Single-family Rentals) – shall mean structure containing a single household housekeeping unit.

SUBSTANTIATED COMPLAINT – shall mean an act of disorderly, indecent, tumultuous or riotous conduct, including, by way of example, but not limited to, simple assault, terroristic threats, harassment, urinating in public, lewdness, criminal mischief, excessive noise, petty disorderly offense, or as a violation of any provision of Title 2C of the New Jersey Statutes or any other municipal governing disorderly conduct upon or in proximity to any Short-term Rental premises and attributed to the acts or incitements of any of the Tenants of those premises which have been substantiated by prosecution and conviction and/or guilty plea in any court of competent jurisdiction. For purposes of this definition, the phrase “upon or in proximity to” shall mean anywhere on the premises or upon or within the adjacent right-of-way, adjacent roadways or adjoining properties.

TRANSIENT OCCUPANT – shall mean any person or a guest or invitee of such person, who, in exchange for compensation, occupies or is in actual or apparent control or possession of residential property, which is either:

- (1) Registered as a Short-term Rental Property or
- (2) Satisfies the definition of a Short-term Rental Property as such term is defined in this Section.

It shall be a rebuttal presumption that any person who holds themselves out as being an occupant or guest of an occupant of the Short-term Rental is a transient occupant.

**PM905.1(d) entitled, “Regulations Pertaining to Short-term Rentals.”**

- (1) It shall be unlawful for any Owner of any property within the geographic bounds of the Township of Neptune, New Jersey to rent or operate a Short-term Rental contrary to the procedures and regulations established in this Section or applicable State Statute.
- (2) Short-term Rentals shall be permitted to be conducted in the following classifications of property in the Township of Neptune:
  - (a) Condominium units or townhouses, where the Condominium or Townhouse Association By-Laws or Master Deed permit Short-term Rental, and where the Owner of the unit legally identifies the address as his, her or their property as identified in Section 905.1(c);
  - (b) Individually or collectively owned single-family residences, which one of the Owners legally identifies as the Owner of the property, as defined in Section 905.1(c);
  - (c) Up to two separate units within a two-family residential dwelling where one of the two units are occupied by the Owner or identified by the Owner as his, her or their property by title;
  - (d) Single-family rentals identified as Seasonal Single-family Rentals, as defined in Section 905.1(c) and PM905.1(e)(8).
- (3) Notwithstanding the provisions of Subsection (2) above, Short-term rentals shall not be permitted in boarding or rooming houses, dormitories, foster homes, adult family care homes, assisted living facilities, community residences for developmentally disabled persons, community shelters for victims of domestic violence, or nursing homes. Further, Short-term Rental of the follow properties is prohibited:
  - (a) Condominiums or townhouses, where the Condominium or Townhouse Association By-Laws or Master Deed or Condominium or Townhouse Rules and Regulations do not permit such Short-term Rental of condominium or townhouse units in the development;
  - (b) An individually or collectively owned single-family residential dwelling unit, which is not zoned for or has restrictions of record against Short-term Rentals;
  - (c) Two or more units in a multifamily residential dwelling, where not legally identified by the Owner as his, her or their property by title Ownership;
  - (d) With the exception of condominium or townhouse dwelling units, and with limitations imposed on seasonal single-family rentals, all Short-term Permit tenancies must be conducted with the Property Agent identified for duration of the Short-term rental period. By obtaining a Short-term Rental Permit the property Owner grants full and unrestricted access to the permitted property at anytime to establish that the Property Agent is in control of the property during the rental period. All Tenants must be informed in writing that the Property Agent is available; with contact information provided for the Property Agent.
  - (e) The provisions of this Section shall apply to Short-term Rentals as defined in §905.1(c) above. The following do not qualify as a privately-owned residential dwelling unit, as that term is used herein, and therefore do not need to obtain a Short-term Rental Permit pursuant to this Section: any hotel, motel, studio hotel, rooming house, dormitory, public or private club, bed and breakfast inn convalescent home, rest home, home for aged people, foster home, halfway house, transitional housing facility, or other similar facility operated for the care, treatment, or reintegration into society of human beings; any housing owned or controlled by an educational institution and used exclusively to house students, faculty or other employees with or without their families; any housing operated or used exclusively for religious, charitable or educational purposes; or any housing owned by a governmental agency and used to house its employees or for governmental purposes;
  - (f) A property Owner shall be able to transfer a legal Short-term Rental to family, an estate, etc. upon death and do not lose the rights vested as per this Section.

**PM905.1(e) entitled, “Short-term Rental Permit, Permit Registration Fee/Application and Certificate of Inspection.”**

- (1) In addition to any Land Use requirement(s) set forth by the Township of Neptune Land Use Regulations, the Owner/Property Agent of a Short-term Rental Property shall obtain a Short-term Rental Permit from the Township of Neptune’s Code Enforcement Department before renting or advertising for any Short-term Rental;

- (2) No person or entity shall operate a Short-term Rental Property or advertise a residential property for use as a STRP, without the Owner/Property Agent of the property first having obtained a Short-term Rental Permit issued by the Township of Neptune's Code Enforcement Department. The failure to obtain a valid Short-term Rental Permit prior to advertising the Short-term Rental Property in any print, digital or internet advertisement or web-based platform, and/or in the MLS or any realtor's property listing shall be a violation of this Section. No Short-term Rental Permit issued under this Section may be transferred or assigned or used by any person or entity, other than the Owner to whom it is issued, or at any property location or dwelling unit other than the property for which it is issued;
- (3) An Owner of property intended to serve as a Short-term Rental Property, as defined herein, or any Property Agent acting on behalf of the Owner, shall submit to the Township of Neptune's Code Enforcement Department a Short-term Rental Permit Application provided by the Township, along with an Annual or Seasonal Application/Registration Fee of \$500.00 and Certificate of Inspection Fee as set forth in PM903. Said fees shall be non-refundable, including in the event that the application is denied.
- (4) The Short-term Rental Permit, if granted, shall be valid for a period of one (1) year from the date of issuance except for Seasonal Single-family Rentals as defined by PM905.1(e)(8) and provided more fully below;
- (5) The Owner of a Short-term rental property, as defined herein, or any Property Agent acting on behalf of the Owner, who intends to rent all of the property, or any permitted part thereof as a Short-term Rental, shall also make application to the Code Enforcement Department in conjunction with the Short-term Rental Permit application, for the issuance of a Rental Certificate of Inspection for the Short-term Rental Property, on such forms as required by said Department.
- (6) A Short-term Rental Permit and Rental Certificate of Inspection shall be renewed on an annual bases, based upon the anniversary of the original permit issuance or seasonal basis as defined for Seasonal Single-family Rentals, by submitting to the Code Enforcement Department a Short-term Rental Permit Application. The Certificate of Inspection Application shall be submitted prior to any occupancy and for each and every new occupancy and fees for a Certificate of Inspection shall be per PM903.0;
- (7) The Short-term Rental Permit shall expire automatically when the Short-term Rental Property changes Ownership, and a new initial Application and first-time Registration Fee will be required in the event that the new Owner intends to use the property as a Short-term Rental Property. A new application and first-time Registration Fee shall also be required for any Short-term Rental that had its Short-term Rental Permit revoked or suspended;
- (8) Seasonal Single-family Rentals, as defined above shall be subject to two separate defined seasons; defined as "Short Term Summer Season" beginning May 23<sup>rd</sup> and ending September 30<sup>th</sup> and "Short Term Winter Season" beginning October 1<sup>st</sup> and ending May 22<sup>nd</sup>. In the case of Seasonal Rentals, an application shall be made once prior to the initial occupancy of premises before each Short-term Rental Season. Short-term Seasonal Update Application shall be submitted with the designated Application Fee set forth above and Certificate of Inspection Fee set forth more fully in PM903.0 for each change of occupants during the Short-term Season, and submitted prior to occupancy.

**PM905.1(f) entitled, "Application Process for Short-term Rental Permit and Inspections."**

- (1) Applicants for a Short-term Rental Permit shall submit, on an annual basis or seasonally for Seasonal Single-family Rentals, an Application for a Short-term Rental Permit to the Code Enforcement Department. The Application shall be furnished, under oath, on a form specified by the Township's Construction Official accompanied by the non-refundable Application Fee as set forth in §905.1(e) above. Such Application shall include:
  - (a) The name, address, telephone number and email address of the Owner(s) of record of the dwelling unit for which a Permit is sought. If such Owner is not a natural person, the Application must include and identify the names of all partners, officers and/or directors of any such entity, and the person contact information, including address, telephone number as well as email address for each of them;
  - (b) The address of the unit to be used as a Short-term Rental;
  - (c) The Owner's sworn acknowledgement that they comply with the requirement that the Short-term Rental Property is owned by him/her/them ;
  - (d) The name, address, telephone number and email address of the Short-term Rental Property Agent, which shall constitute his, her or their 7 day a week, 24-hour a day contact information;

- (e) The Owner's sworn acknowledgment that he, she or they have received a copy of this Section, has reviewed it, understands its requirements and certifies, under oath, as to the accuracy of all information provided in the Permit Application;
  - (f) The number and location of all parking spaces available to the premises, which shall include the number of legal off-street parking spaces and on -street parking spaces directly adjacent to the premises. The Owner shall certify that every effort will be made to avoid and/or mitigate issues with on-street parking in the neighborhood in which the Short-term Rental is located, resulting from excessive vehicles generated by the Short-term Rental of the property, in order to avoid a shortage of parking for residents in the surrounding neighborhood;
  - (g) The Owner's agreement that all renters of the Short-term Rental Property shall be limited to one (1) vehicle per two (2) occupants in the Short-term Rental Property;
  - (h) The Owner's agreement to use his, her or their best efforts to assure that the use of the premises by all transient occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property Owners to the quiet enjoyment of their properties;
  - (i) The Owner's agreement to limit all Short-term Rental Periods to be no shorter than three (3) nights per week.
  - (j) Any other information that this Section requires a property Owner to provide to the Township in connection with an Application for a Rental Certificate of Inspection. The Code Enforcement Department/Official shall have the authority to obtain additional information from the Short-term Rental Property Owner/Applicant or amend the Permit Application to require additional information, as necessary, to achieve the objectives of this Section;
  - (k) The Owner's agreement to provide upon request full access to their online listing provider to affirm and validate compliance with this Ordinance. Failure to comply with this request may result in suspension or permanent revocation of the Short-term Rental Permit.
- (2) Every Application for a Short-term Rental Permit shall require one inspection per year or in regard to Seasonal Family Rentals, one inspection prior to the initial occupancy for the Short-term Rental Property's compliance with the Township's Fire Safety Regulations and Property Maintenance Code. In addition, each Application is subject to review and to verify the Short-term Rental Property's eligibility for use as a Short-term Rental and compliance with the regulations in this Section. Failure to abate any outstanding violations prior to occupancy can result in a Summons. A Short-term Update Application shall be submitted prior to each change of occupants during the year or season along with the Update Fee established under PM903.0;
  - (3) For a condominium or townhouse Short-term Rental Permit Application, a letter of approval by the Condominium/Townhouse Association must be submitted with the Application;
  - (4) A Zoning Permit, which states that the premises is not being occupied or used in violation of the Township's Land Use Regulations and Zoning Ordinance shall be required;
  - (5) A sworn statement shall be required that there have been no prior revocations or suspensions of this or a similar Permit, in which event a Permit shall not be issued, which denial may be appealed as provided hereinafter;
  - (6) Attached to and concurrent with submission of the Permit Application described in this Section, the Owner shall provide:
    - (a) Proof of the Owner/Owners current Ownership of the Short-term rental unit;
    - (b) Proof of general liability insurance in a minimum amount of \$500,000.00;
    - (c) Written certifications from the Short-term Rental Property Agent that he, she or they agree to perform all of the respective duties specified in this Section;
  - (7) The Short-term Rental Property Owner/Permit Holder shall have a public Short-term Rental Permit Number issued by the Township in every print, digital or internet advertisement, and/or in the Multiple Listing Service (hereinafter referenced as "MLS") or other real estate listing of real estate agent licensed by the NJ State Real Estate Commission, in which the Short-term Rental Property is advertised for rent on a short-term basis;
  - (8) Each and every time there is a change of occupancy by transient occupants during the year when the Permit is active, the Short-term Rental Property Owner, or Short-term Rental Property Agent must provide the Township with information as to the identify of all transient occupants who will be occupying the Short-term Rental Property, on a form to be made available by the Code Enforcement Department or in electronic form on the Township's website. The intent is that the Township shall have basic identifying information of all occupants of the Short-term Rental Property at all times, just as required by the

Township in conjunction with any standard rental Certificate of Inspection Application, which information shall include the occupant's or occupants' names and ages, and the dates of commencement and expiration of the terms of each Short-term Rental Period of the respective occupant(s);

- (9) In no event shall a Short-term Rental Property be rented to anyone younger than twenty-one (21) years of age. The primary occupant of all Short-term Rentals executing the agreement between the Owner and the occupant must be over the age of twenty-one (21) and must be the party who will actually occupy the property during the term of the Short-term Rental. The primary occupant may have guests under the age of twenty-one (21) who will share and occupy the property with them. Both the primary occupant executing the Short-term Rental Agreement and the Short-term Rental Property Owner shall be responsible for compliance with this provision, and shall both be liable for a violation, where the property is not occupied by at least one adult over the age of twenty-one (21) during the term of the Short-term Rental;
- (10) The Code Enforcement Department/Official or their designee may waive irregularities within this Section upon its implementation;
- (11) Contact information for Owner and Property Agent must be also provided by copy of the registration to the Neptune Township Police Department.

**PM905.1(g) entitled, "Issuance of Permit and Appeal Procedure."**

- (1) Once an Annual or Seasonal Application and Certificate of Inspection Application are submitted, complete with all required information and documentation and fees, the Code Enforcement Department, following any necessary investigation for compliance with this Section, shall either issue the Short-term Rental Permit and Certificate of Inspection, or upon inspection, issue a written denial of either or both Applications (with the reasons for such denial being stated therein); within ten (10) business days;
- (2) If denied, the Applicant shall have ten (10) business days to appeal in writing to the Township Administrator by filing an appeal with the Township Administrator's Office;
- (3) Within thirty (30) days thereafter, the Township Administrator or his, her or their designee shall hear and decide the appeal;
- (4) Permits shall only be issued after all outstanding violations have been abated.

**PM905.1(h) entitled, "Short-term Rental Operational Requirements."**

- (1) All Short-term Rentals must comply with all applicable rules, regulations and ordinances of the Township of Neptune and all applicable rules, regulations and Statutes of the State of New Jersey, including regulations governing such lodging uses, as applicable. The Short-term Rental Property Owner and Property Agent shall ensure that the Short-term Rental is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of a Short-term Rental;
- (2) A dwelling unit shall be limited to a single Short-term Rental Contract at a time.
- (3) The Owner of a Short-term Rental Property shall not install any advertising or identifying mechanisms, such as signage, including lawn signage, identifying the property for rent as a Short-term Rental Property;
- (4) Transient occupants of the Short-term Rental Property shall comply with all ordinances of the Township of Neptune, including, but not limited to those ordinances regulating noise and nuisance conduct. Failure of transient occupants to comply shall subject the transient occupants, the Owner of the STRP and the Short-term Rental Property Agent listed in the Short-term Rental Permit Application, to the issuance of fine and/or penalties, and the possibility of revocation or suspension of the Short-term Rental Property Permit;
- (5) The Owner of a Short-term Rental Property shall post the following information in a prominent location within the Short-term Rental:
  - (a) Owner/Owners'/Principal Resident name; if Owner is an entity, the name of a principal in the entity, and phone number for the Owner (individual);
  - (b) The names and phone numbers and email address for the Property Agent of the Short-term Rental. (as defined in this Section);
  - (c) The phone numbers for the Police Department of the Township of Neptune, the Fire Departments of the Township of Neptune, and the Code Enforcement Department of the Township of Neptune;

- (d) The maximum number of parking spaces available on the site;
  - (e) Trash and recycling pick-up day, and all applicable rules and regulations regarding trash disposal and recycling;
  - (f) Notification that a guest, transient occupant, the Property Agent or Property Owner may be cited or fined by the Township of Neptune Police Department or Code Enforcement Department for violations of, and in accordance with any applicable ordinances of the Township of Neptune.
- (6) In the event any Complaints are received by the Police Department of the Township of Neptune or the Code Enforcement Department regarding the Short-term Rental and/or the transient occupants in the Short-term Rental Property, and the Owner and/or Property Agent is unreachable or unresponsive, both the Owner and the Property Agent listed in the Short-term Rental Permit Application shall have the responsibility to take any action required to properly solve such Complaint, and shall be authorized by the Short-term Rental Property Owner to do so;
  - (7) While a Short-term Rental Property is rented, the Owner or the Property Agent, shall be available twenty-four (24) hours per day, seven days per week for the purpose of responding within two (2) hours to Complaints regarding the condition of the Short-term Rental Property premises, maintenance of the Short-term Rental Property premises, operation of the Short-term Rental Property, or conduct of the guests at the Short-term Rental Property, or nuisance Complaints from the Neptune Township Police Department or neighbors, arising by virtue of the Short-term rental of the property;
  - (8) If the Short-term Rental Property is the subject of two (2) or more Substantiated Complaints or Ordinance Violations, the Code Enforcement Department/Official or their designee shall invoke PM905.1(h) below;
  - (9) Failure to make application for, and to obtain the issuance of, a Short-term Rental Permit prior to advertising the Short-term Rental Property in print publications or newspapers, on any internet-based booking platforms, or online, and/or in the MLS or other real estate listing of a real estate agent licensed by the NJ State Real Estate Commission, shall be equivalent to operation of the Short-term Rental Property without a Permit, and shall constitute a violation of this Code, and will result in enforcement action and the issuance of a Summons, and shall subject the Short-term Rental Property Owner, and Property Agent to issuance of fines and/or penalties;
  - (10) The person offering a dwelling unit for Short-term Rental use must be the Owner to the extent of limitations under PM905.1(d) of the dwelling unit. A Tenant of a property may not apply for a Short-term Rental Permit, nor shall the property or any portion thereof be sub-leased by the Tenant on a short-term basis, or operated as a Short-term Rental Property by the Tenant. This Short-term Rental Property regulation shall supersede any conflicting provision in a private lease agreement permitting sub-leasing of the property, or any portion of the property. Violation of this Section will result in enforcement action against the Tenant, the Short-term Rental Property Owner and the Property Agent, and will subject all such parties to the issuance of a Summons and levying of fines and/or penalties;
  - (11) In the event that the Township receives three (3) Substantiated Complaints concerning excessive vehicles belonging to the transient occupants of a Short-term Rental Property, the Short-term Rental Permit for the property is subject to suspension or revocation by the Code Enforcement Department/Official or their designee. Short-term Rental Permit holders shall not operate under the terms of this ordinance during a period of suspension or revocation until such time the period of suspension or revocation is formally notified that they may resume operation.
  - (12) The Short-term Rental Property Owner must be current with all tax and sewer charges assessed to the property prior to the issuance of a Short-term Rental Permit. In the event that any Code Violations have been issued by the Township relating to the Short-term Rental Property, a Short-term Rental Permit shall not be issued until such time as such violations have been properly abated. The Short-term Rental Property Owner must also close any open Construction Permits for the property prior to the issuance of a Short-term Rental Permit.
  - (13) All fines or penalties issued by the Municipal Court for the Township of Neptune for any past Code Violations relating to the Short-term Rental Property, including penalties for failure to appear in Court, must be satisfied in full prior to the issuance of a Short-term Rental Permit.

PM905.1(h) entitled, "Hearing, Penalty, Bond Forfeiture, Extension, Hearing Officer, Qualifications for all Short-term Rentals."

- (1) If, in any twelve-month period (12), two (2) Substantiated Complaints as defined in PM905.1(c), entitled "Definitions" on separate occasions, of disorderly, indecent, tumultuous or riotous conduct, including, but by way of example, but not limited to simple assault, assault, terroristic threats, harassment, lewdness, urinating in public, criminal mischief, excessive noise, petty disorderly offense, or as a violation of any provision of Title 2C of the New Jersey Statutes or any other Municipal Ordinance governing disorderly conduct upon or in proximity to any Short-term Rental Property and attributable to the acts or incitements of any of the Tenants of those premises have been substantiated by prosecution and conviction in any court of competent jurisdiction, the Township Committee or any officer or employee of the Township so designated by the Township Committee for this purpose may institute proceedings to require the Landlord of the Short-term Rental Property to lose his/her/its permit for Short-term Rentals up to one (1) year from the date of the Township's decision and/or require the Landlord of the Short-term Rental Property to post a bond against the consequences of future incidents of the same character, or of a character actionable under this Chapter. For purposes of this definition, the phrase "upon or in proximity to" shall mean anywhere on the property, upon or within the adjacent right -of-way, adjoining roadways or adjoining properties.
- (2) The Township Committee or any officer or employee of the municipality designated shall cause to be served upon the Landlord in person or by Certified Mail/RRR to the address appearing on the tax records of the municipality, a Notice advising the Landlord of the institution of such proceedings, together with particulars of the Substantiated Complaint upon which those proceedings are based and for the time and place at which the hearing will be held in the matter, which shall be in the Municipal Court or other public place as designated by the Township Committee and be no sooner than thirty (30) days from the date upon which the Notice is served or mailed.
- (3) At the hearing convened pursuant to the above subsection, the Hearing Officer shall give full hearing to both the Complaint of the municipality and to any evidence in contradiction or mitigation that the Landlord, if present or represented or offering such evidence, may present. At the conclusion of the hearing, the officer shall determine whether the Landlord shall be required to post a bond in accordance with the terms of this Ordinance.
- (4) Any bond required to be posted shall be in accordance with the judgment of the Hearing Officer based on the nature and extent of the offenses indicted in the Substantiated Complaint upon which the proceeding are based to be adequate in the case of subsequent offenses to make reparations for:
  - (a) Damages likely to be caused to public or private property consequent upon disruption of affected resident's right to fair use and quiet enjoyment of their premises;
  - (b) Securing the payment of fines and penalties likely to be levied for such offenses;
  - (c) Compensating the municipality for the cost of repressing and prosecuting such incidences of disorderly behavior; providing however, no such bond shall be in an amount less than \$2,500.00 nor more than \$5,000.00. The municipality may enforce a bond thus requiring an action in the Superior Court, and shall be entitled to an Injunction prohibiting the Landlord from renewing any lease of the affected premises for residential purposes until the bond or equivalent security in satisfactory form and amount has been deposited with the municipality.
- (5) Any bond or other security deposit in compliance with the subsection above shall remain in force for a period of four (4) years. Upon the lapse of four (4) years, the Landlord shall be entitled to the discharge of the bond, unless prior thereto proceedings leading to a forfeiture or partial forfeiture of the bond or other security shall have been had under subsections below, in which case the security shall be renewed in an amount and for a period that shall be specified by the Hearing Officer. A transfer of Ownership or control of the property shall not void the requirement of a security imposed upon this section. The person or persons to whom Ownership or control is transferred shall maintain that security and shall be subject to Injunctive Proceedings as authorized by this Chapter in the same manner as the Landlord upon which the requirement was originally imposed; provided however, the Township Committee may, by Resolution, shorten the period for which security is required to not less than one (1) year from the transfer of Ownership or control, if during that year no Substantiated Complaints are recorded with respect to the property in question.
- (6) If, during the period in which the Landlord is required to give security pursuant to this Chapter, a Substantiated Complaint is recorded against the property in question, the Township Committee or its

designee may institute proceedings against the Landlord for the forfeiture or partial forfeiture of the security for an extension as provided above, of the period for which the security is required, or for an increase in the amount of security required, or for any or all of those purposes.

- (7) Any forfeiture or partial forfeiture of security shall be determined by the Hearing Officer solely in accordance with the amount deemed necessary to provide for the compensatory purposes set forth above. Any decision by the Hearing Officer to increase the amount or extend the period of the required security shall be determined in light of the same factors set forth above and shall be taken only to the extent that the nature of the Substantiated Complaint or Complaints out of which proceedings arise under this action indicated the appropriateness of such change in order to effectively carry out the purposes of this Ordinance. A decision of the Hearing Officer in such circumstances shall be enforceable in the same manner as provided above.
- (8) The Hearing Officer shall be a person appointed by the Township Committee. The Hearing Officer shall not hold any interest in the assets of or profits arising from the Ownership or lease of the subject property.

**PM905.1(i) entitled, “Violations and Penalties; Revocation or Suspension of Licenses.”**

- (1) A violation of any provision of the within Section may subject the Short-term Rental Property Owner, Transient Occupant(s) and/or the Property Agent to fines assessed by the Court up to \$2,000.00 per violation, per day that the violation exists, or a term of imprisonment or community service not to exceed 90 days or any combination thereof;
- (2) Any person or entity found or pleading guilty to any provision of this Ordinance shall be prohibited from obtaining any Short-term Property Rental Permits and from operation as a Short-term Rental for a period of one (1) year. This provision may only be waived by the Township Committee by Resolution after demonstration of mitigating circumstances and only after the first violation;
- (3) Any License or Permit granted or issued pursuant to the provisions above may be suspended or revoked as provided herein as a penalty for violations of the Ordinance upon Notice of a hearing for the following: Any violation of the provisions of this Ordinance.

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

BE IT FURTHER ORDAINED, The amended Ordinance shall become effective immediately upon its final passage and publication as required by law.

DATE INTRODUCED:

DATE ADOPTED:

**TOWNSHIP OF NEPTUNE  
RESOLUTION 24-248**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE  
AUTHORIZING THE CANCELLATION AND REFUNDS OF CERTAIN MARINA FEES OR  
PAYMENTS**

**WHEREAS**, the Harbor Master has requested the cancellation and refunds of certain marina fees and payments listed below; and,

**THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Neptune, County of Monmouth, State of New Jersey, that the Harbor Master be and hereby is authorized to cancel and refund certain marina fees and payments as stated herein; and,

<b>Name</b>	<b>Address</b>	<b>Year</b>	<b>Amount</b>	<b>Reason</b>
Jack Marino	1902 B Street Belmar, NJ 07719	2024	\$2241.00	Slip no longer needed, Spot was Filled
Everett Ayers	968 Townley Ave. Union, NJ 07083	2024	\$2917.25	Slip no longer needed, Spot was Filled

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

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 24-249**

**PLACE LIEN ON VARIOUS PROPERTIES**

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

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

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

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

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

<b>Block</b>	<b>Lot</b>	<b>Address</b>	<b>Amount</b>
3301	19	12 Cindy Lane	\$1388.75

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

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 24-250**

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

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

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>DATE OF NOTIFICATION</u>	<u>EFFECTIVE DATE OF RESIGNATION</u>
Susan Roach	Fletcher Lake Commission	Member	5-11-2024	5-11-2024

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

**RESOLUTION #24-251**

**RESOLUTION AUTHORIZING DEVELOPER'S AGREEMENT WITH SURFSIDE CROSSING, LLC (AN AFFILIATE OF STER DEVELOPERS, LLC) BLOCK 405, LOTS 5, 6 & 7, LOCATED AT 1102 9TH AVENUE, MEMORIAL DRIVE AND 1105 8TH AVENUE, NEPTUNE TOWNSHIP, NEW JERSEY**

WHEREAS, SURFSIDE CROSSING, LLC, an affiliate of STER DEVELOPERS, LLC., is the Developer of property subject to Site Plan Approval by the Neptune Township Zoning Board of Adjustment seeking to make certain improvements to property located at 1102 9th Avenue, Memorial drive and 1105 8th Avenue, Block 405 , Lots 5, 6 & 7, on the Tax Map of the Township of Neptune, by developing said property with an approximately 120,000 square feet, three- and four-story, mixed-use (multi-family and commercial) building to include 53 residential dwelling units (13 one-bedroom and 40 two-bedroom) on the 2nd through 4th floors and approximately 7,181 square feet of commercial space on the first floor. Site improvements include off-street parking, driveways, landscaping, stormwater management and related site improvements; and

WHEREAS, SURFSIDE CROSSING, LLC, an affiliate of STER DEVELOPERS, LLC., has agreed to enter into a Developer's Agreement with the Township of Neptune to guarantee the faithful performance of the obligations and representations associated with the application before the Zoning Board of Adjustment of Neptune Township; and

WHEREAS, it is in the best interest of the citizens of the Township of Neptune to enter this Developer's Agreement with SURFSIDE CROSSING, LLC, an affiliate of STER DEVELOPERS, LLC., to ensure the proper compliance and guaranteed performance of items and improvements made on said parcel.

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 Mayor and Clerk are hereby authorized to execute the aforesaid Developer's Agreement with SURFSIDE CROSSING, LLC, an affiliate of STER DEVELOPERS, LLC., a true copy of which is attached hereto as Exhibit "A" for compliance with the Zoning Board of Adjustment of Neptune Township's Resolution #ZBA 23-14, and representations upon submission and approval of all conditions arising from the aforesaid Resolution, and return the same to the Township Attorney for recording in the Clerk's office of Monmouth County.

**TOWNSHIP OF NEPTUNE  
RESOLUTION 24-253**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE  
CO-SPONSORING THE MEMORIAL DAY PARADE COMMITTEE**

**WHEREAS**, Annually, the Neptune Township Parade Committee hosts the Memorial Day Parade in Neptune Township, and;

**WHEREAS**, the Township Committee is desirous of providing assistance for the execution of the Memorial Day Parade, and;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Neptune that an allocation of \$1,500 be made to assist in food costs for the Memorial Day Parade be approved.

**TOWNSHIP OF NEPTUNE  
RESOLUTION 24-253**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE  
CO-SPONSORING THE MEMORIAL DAY PARADE IN SHARK RIVER HILLS**

**WHEREAS**, Annually, the Neptune Township Parade Committee hosts the Memorial Day Parade in Neptune Township, and;

**WHEREAS**, the Township Committee is desirous of providing assistance for the execution of the Memorial Day Parade which may include road closures, barricades and employee presence and assistance, and;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Neptune that the cosponsorship for the Memorial Day Parade in Shark River Hills be approved.

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 24-254**

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

**WHEREAS**, the following members are being appointed to the Wesley Lake Commission:

<b>Board</b>	<b>Position</b>	<b>Term</b>	<b>Appointment</b>	<b>Expiration</b>	<b>Name</b>
Wesley Lake Commission	At Large Resident	3 Year	5/20/2024	12/31/2024	Gary Lott

**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>Position</b>	<b>Term</b>	<b>Appointment</b>	<b>Expiration</b>	<b>Name</b>
Wesley Lake Commission	Township Committee Representative	3 year	1/1/2022	12/31/2024	Keith Cafferty
Wesley Lake Commission	Business Administrator Representative	3 Year	1/1/2022	12/31/2024	Dr. James Brown
Wesley Lake Commission	Engineer or Public Works Director Representative	3 Year	1/1/2024	12/31/2024	David Milmo
Wesley Lake Commission	At Large Resident	3 Year	1/1/2024	12/31/2024	Keith Fiori
Wesley Lake Commission	At Large Resident	3 Year	1/1/2024	12/31/2024	Rev. Beth Whaley-Mitchell
Wesley Lake Commission	At Large Resident	3 Year	5/20/2024	12/31/2024	Gary Lott

TOWNSHIP OF NEPTUNE

RESOLUTION 24-255

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE  
ACKNOWLEDGING MAYORAL APPOINTMENTS TO THE HISTORIC PRESERVATION COMMISSION

WHEREAS, the following members are being appointed by the Mayor to the Historic Preservation Commission:

Board		Position	Term	Appointment	Expiration	Name
Historic Preservation Commission	<i>Unexpired Term of Doug MacMorris</i>	Class C Member	4 Year	5/20/2024	12/31/2024	Linda Henderson
Historic Preservation Commission		Class C Member (Ocean Grove)	4 Year	5/20/2024	12/31/2027	Kristin Esposito
Historic Preservation Commission		Alternate #1	1 Year	5/20/2024	12/31/2024	Jane Gordon

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:

Board	Position	Term	Appointment	Expiration	Name
Historic Preservation Commission	Class A Member	4 Year	1/1/2023	12/31/2026	Jen Shaffer
Historic Preservation Commission	Class C Member	4 Year	6/12/2023	12/31/2026	Scott Moyer
Historic Preservation Commission	Class C Member (Ocean Grove)	4 Year	5/20/2024	12/31/2027	Kristin Esposito
Historic Preservation Commission	Class B Member	4 Year	1/1/2024	12/31/2027	Jeff Rudell
Historic Preservation Commission	Class C Member	4 Year		12/31/2024	Linda Henderson
Historic Preservation Commission	Class B Member	4 Year	1/1/2022	12/31/2025	Deborah Osepchuk
Historic Preservation Commission	Class C Member (Neptune)	4 Year	1/1/2022	12/31/2025	Lucinda Heinlein
Historic Preservation Commission	Alternate #1	1 Year	5/20/2024	12/31/2024	Jane Gordon
Historic Preservation Commission	Alternate #2	1 Year	1/1/2024	12/31/2024	

**TOWNSHIP OF NEPTUNE  
RESOLUTION 24-256**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE APPOINTING  
MEMBERS TO THE ZONING BOARD OF ADJUSTMENT**

**WHEREAS**, the following members are being appointed to the Zoning Board of Adjustment to fill vacant positions and unexpired terms:

<b>Board</b>	<b>Position</b>	<b>Term</b>	<b>Appointment</b>	<b>Expiration</b>	<b>Name</b>
Zoning Board of Adjustment	Member	4 Year	5/20/2024	12/31/2027	Richard Ambrosio

**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>Position</b>	<b>Term</b>	<b>Appointment</b>	<b>Expiration</b>	<b>Name</b>
Zoning Board of Adjustment	Member	4 Year	01/01/2024	12/31/2027	Shane Martins
Zoning Board of Adjustment	Member	4 Year	5/20/2024	12/31/2027	Richard Ambrosio
Zoning Board of Adjustment	Member	4 Year	1/1/2021	12/31/2024	Naomi Riley
Zoning Board of Adjustment	Member	4 Year	1/1/2022	12/31/2025	Shawn Weston
Zoning Board of Adjustment	Member	4 Year	1/1/2022	12/31/2025	Barbara Bascom
Zoning Board of Adjustment	Member	4 Year	1/1/2023	12/31/2026	William Frantz
Zoning Board of Adjustment	Member	4 Year	1/1/2023	12/31/2026	Dr. James W. Brown
Zoning Board of Adjustment	Alternate #1	2 Year	5/20/2024	12/31/2024	Danny Lynn
Zoning Board of Adjustment	Alternate #2	2 Year	5/20/2024	12/31/2025	Brittany Dremluk
Zoning Board of Adjustment	Alternate #3	2 Year	5/20/2024	12/31/2024	Shawn Mazur
Zoning Board of Adjustment	Alternate #4	2 Year	5/20/2024	12/31/2025	Lisa DiPace

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 24-257**

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

**WHEREAS**, the following members are being appointed to the Fletcher Lake Commission:

<b>Board</b>	<b>Position</b>	<b>Term</b>	<b>Appointment</b>	<b>Expiration</b>	<b>Name</b>
Fletcher Lake Commission	Township Committee Member Representative	1 Year	5/20/2024	12/31/2024	William Grafton

**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>Position</b>	<b>Term</b>	<b>Appointment</b>	<b>Expiration</b>	<b>Name</b>
Fletcher Lake Commission	Township Committee Member Representative	1 Year	1/1/2024	12/31/2024	Robert Lane, Jr.
Fletcher Lake Commission	Township Committee Member Representative	1 Year	5/20/2024	12/31/2024	William Grafton
Fletcher Lake Commission	Business Administrator's Representative	1 Year	1/1/2024	12/31/2024	Linda Henderson
Fletcher Lake Commission	Director of Public Works Representative	1 Year	1/1/2024	12/31/2024	David Milmo
Fletcher Lake Commission	At Large Member	1 Year	1/1/2024	12/31/2024	Pamela Reinhardt
Fletcher Lake Commission	Alternate Member	1 Year	1/1/2024	12/31/2024	

**TOWNSHIP OF NEPTUNE**

**RESOLUTION #24-258**

**AUTHORIZING THE PAYMENT OF BILLS**

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

**May 20, 2024, BILL LIST**

Current Fund	\$994,468.38
Grant Fund	\$31,527.91
Trust Other	\$2,942.91
General Capital	\$0.00
Sewer Operating Fund	\$984,540.70
Sewer Capital Fund	\$0.00
Marina Operating Fund	\$421.00
Marina Capital Fund	\$0.00
Dog Trust	\$0.00
Library Trust	\$0.00
Payroll Fund	\$0.00
<b>Bill List Total</b>	<b>\$2,013,900.90</b>

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

**TOWNSHIP OF NEPTUNE**  
**RESOLUTION 24-259**  
**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE**  
**AUTHORIZING CERTAIN PERSONNEL ACTIONS**

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

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

**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>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>SALARY</u>	<u>EFFECTIVE DATE</u>
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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 May 20, 2024.

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

**Certification of Funds**

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

**Account Name**

**Account Number**

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

\_\_\_\_\_  
Date