

TOWNSHIP COMMITTEE WORKSHOP MEETING – June 10, 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:

Township Committee	Present/ Absent	Professionals	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).

ITEMS FOR DISCUSSION IN OPEN SESSION

1. Detention Basins
2. Revocable License Agreement
3. Amendments to Personnel Policy
4. Animal House Ordinance
5. Livestock Restrictions
6. Committee Calendars

Res #24 - 260 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 – June 10, 2024 – 7:00 P.M.

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

Township Committee	Present/ Absent	Professionals	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).

APPROVAL OF MINUTES

Motion offered by _____, seconded by _____, to approve the minutes of meetings of May 20, 2024.

PRESENTATIONS

- Recognizing Pride Month 2024
- Recognizing Juneteenth Day 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 24-18 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 _____

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 256 Fisher Ave. and removing from 93 Franklin. and 102 Main Ave.

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-~~ 261 A Resolution Of The Township Committee Of The Township Of Neptune Authorizing The Cancellation Of Sewer Rent
- ~~Res#24-~~ 262 A Resolution Of The Township Committee Of The Township Of Neptune Co-Sponsoring The Third Annual Juneteenth Celebration
- ~~Res#24-~~ 263 A Resolution Of The Township Committee Of The Township Of Neptune Waiving Certain Mercantile Registration For Mobile Food Vendors Participating In Township Sponsored Or Cosponsored Events
- ~~Res#24-~~ 264 Authorize Temporary Street Closing In Connection With National Night Out On August 6, 2024
- ~~Res#24-~~ 265 Place Lien On Various Properties
- ~~Res#24-~~ 266 A Resolution Of The Township Committee Of The Township Of Neptune Accepting Resignations
- ~~Res#24-~~ 267 Resolution Authorizing The Award Of A Non-Fair And Open Contract For Legal Services With Julian F. Gorelli, Esq., To Defend Neptune Township And Tax Assessor, Bernard Haney, In The Case Of Michael O. Reid V. Township Of Neptune And Bernard Haney Under Docket No. MON-L-868-24
- ~~Res#24-~~ 268 A Resolution Of The Township Committee Of The Township Of Neptune Approving Submission And Execution Of A Grant Agreement With The New Jersey Department Of Transportation For The Jumping Brook Road Improvements Project
- ~~Res#24-~~ 269 A Resolution Of The Township Committee Of The Township Of Neptune Approving Submission And Execution Of A Grant Agreement With The New Jersey Department Of Transportation For The Union Ave- Pedestrian Improvements Project
- ~~Res#24-~~ 270 Authorize The Execution Of A Right Of Access Agreement With Ironbound Property Group Llc
- ~~Res#24-~~ 271 Resolution Of The Township Of Neptune Approving G’s Trees Cultivation Club Llc For A Cannabis Business License To Operate As A Recreational Use Cannabis Establishment Within The Township Of Neptune
- ~~Res#24-~~ 272 Resolution Authorizing Amendment To Agreement With Gene Anthony, Attorney At Law For Lawsuit Against Shimron Llc % Coforge Bps Of 2005 Stratford Avenue, Block 904, Lot 20, Neptune Township, New Jersey For Trespass And Encroachment Upon Neptune

Township Right-Of-Way And Public Road

- Res#24- 273** Resolution Of The Township Committee Of The Township Of Neptune Authorizing Extension Of Bid Award For Fleet Maintenance To Centerra Integrated Services, Llc
- Res#24- 274** Resolution Of The Township Committee Of The Township Of Neptune Authorizing Extension Of Bid Award For Emergency Medical Billing Services Contract To Ems Consulting Services
- Res#24- 275** Resolution Authorizing The Agreement For 2025 Peterbilt 520 Dual Drive Cab And Chassis To Hunter Jersey Peterbilt Under National Joint Powers Alliance Purchasing Program, Sourcewell Contract # 060920-Pmc For \$229,245.00
- Res#24- 276** Resolution Authorizing The Agreement For Labrie 33 Cubic Yard Right Hand Side Loader To Sanitation Equipment Corp Under Educational Services Commission Of Nj Coop #65mcscpps For \$200,984.80
- Res#24- 277** Resolution Authorizing Agreement For Furnish And Installation Of Fence At Dog Park- Bert Willis Fields From Eb Fence Under New Jersey State Contract #88679 In An Amount Not To Exceed \$54,613.59
- Res#24- 278** Resolution Of The Township Committee Of The Township Of Neptune Authorizing Execution Of A Memorandum Of Understanding Between The New Jersey Board Of Public Utilities And The Township Of Neptune In Connection With A Time Extension For Phase Ii Town Center Distributed Energy Resource Microgrid Incentive Program
- Res#24- 279** Correcting Resolution 24-228 “Resolution Of The Township Committee Of The Township Of Neptune Authorizing Shared Service Agreement With The Neptune Township Board Of Education For Fleet Maintenance”
- Res#24- 280** Authorizing Payment of Bills
- Res#24- 281** Amendment to parcels included in North Channel Redevelopment Zone

CONSENT AGENDA

Offered by: _____ Secoded by: _____
Vote: Cafferty _____ Lane _____ McMillan _____ Stroud _____ York _____

SEPARATED RESOLUTIONS

- Res#24-** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing Certain Personnel Actions

Offered by: _____ Secoded 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: _____ Secoded by: _____

Time adjourned: _____

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.

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

Motion/ Second	Roll Call To Adopt On Second and Final Reading				Adopted on Second Reading Dated: June 10, 2024
	YAY	NAY	ABSTAIN	ABSENT	
	Keith Cafferty				
	Robert Lane, Jr				
	Kevin McMillan				
	Derel Stroud				
	Tassie D. York				
				_____ Gabriella Siboni, RMC Township Clerk	

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.

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

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

Motion/ Second	Roll Call To Adopt On Second and Final Reading	Adopted on Second Reading
	YAY NAY ABSTAIN ABSENT	Dated: June 10, 2024
	Keith Cafferty	
	Robert Lane, Jr	
	Kevin McMillan	
	Derel Stroud	_____
	Tassie D. York	Gabriella Siboni, RMC Township Clerk

Gabriella Siboni
Township Clerk

Tassie D. York
Mayor

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 23rd and ending September 30th and "Short Term Winter Season" beginning October 1st and ending May 22nd. 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

ORDINANCE NO. 24-21

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>
Fisher Ave.	1	313 feet south of the intersection of West Lake Ave. and Fisher Ave. The parking space will be located directly in front of the home on the East side of the Street.

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>
Main Ave.	1	South side of Main Avenue beginning 25 feet east (first diagonal space) of the southeast intersection of Main Avenue and New Jersey Avenue
Franklin	1	North side of Franklin Avenue beginning 60 feet west of the northwest intersection of Franklin Avenue and Pennsylvania Avenue

SECTION 3.

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

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

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

Gabriella Siboni
Township Clerk

Tassie D. York
Mayor

**TOWNSHIP OF NEPTUNE
RESOLUTION 24-261**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
AUTHORIZING THE CANCELLATION OF SEWER RENT**

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

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

Block	Lot	Assessed to	Address	Year	Amount	Account	Reason
1904	23	Wayside Road, LLC	634 Wayside Rd.	2 nd 1/2 2024	230.00	86079	Building Disconnected

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 24-262

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
CO-SPONSORING THE THIRD ANNUAL JUNETEENTH CELEBRATION**

WHEREAS, it is desirous of the Neptune Township to co-sponsor the Third Annual Juneteenth Celebration event scheduled for June 15, 2024, and;

WHEREAS, to assist with the event, the Township of Neptune will provide:

- Use and Access of Midtown Commons Park
- Providing and clearing of receptacles for trash and recycling
- Assignment of 2 SLEO Is, 1 SLEO II and access to officers already assigned to duty
- Use and Access of Area in front of Municipal Building
- Providing barricades for road closures

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

1. Permission for the event detailed above be granted and the host(s) are notified of requirements to comply with all rules and regulations regarding the activities intended to occur.
2. All licenses, permits and inspections that may be necessary to host such an event must be procured by the event organizer. This includes, but is not limited to games of chance, permits associated with Alcoholic Beverage Control, health inspection, fire inspection and mercantile registrations.
3. Fees associated with the labor required by the Township will be waived.

TOWNSHIP OF NEPTUNE

RESOLUTION 24-263

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
WAIVING CERTAIN MERCANTILE REGISTRATION FOR MOBILE FOOD VENDORS
PARTICIPATING IN TOWNSHIP SPONSORED OR COSPONSORED EVENTS**

WHEREAS, Neptune Township Code §4-5 “Mobile Food Vendors” requires a mercantile registration to be completed with other application requirements to operate a seasonal mobile vendor business, and;

WHEREAS, throughout the year, Neptune Township hosts events that are less than 3 consecutive days and the use of Mobile Vendors is often needed, and;

WHEREAS, the Township committee would like to waive specific requirements of the mobile vendors who are participating in Township Sponsored or Township Co-Sponsored events as follows:

- All vendors must have a current health inspection and may be subject to inspections the day of event.
- Vendors must have current inspections on all fire permits and regulations.
- If the above are met, the vendor will not be required to submit the remaining items for mercantile registrations related to Mobile Food Vendors.

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

1. Waiver of requirement for certain mercantile registration details for Mobile Food vendors is approved.
2. This is only applicable to Township Sponsored or Township Cosponsored Events to include, but not limited to, Neptune Day, Art for Sea, Food Truck Festival, and Juneteenth.

**TOWNSHIP OF NEPTUNE
RESOLUTION 24-264**

**AUTHORIZE TEMPORARY STREET CLOSING IN CONNECTION WITH NATIONAL
NIGHT OUT ON AUGUST 6, 2024**

WHEREAS, the National Night Out event will be held on August 6, 2024; and,

WHEREAS, the Police Department has recommended the temporary closure of a portion of Atkins Avenue for the safety of the participants; and,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Atkins Avenue between Embury Avenue and Highway 33 shall be closed to vehicular traffic and designated as no parking on August 6, 2024 between the hours of 2:00 p.m. to 9:00 p.m.; and,

BE IT FURTHER RESOLVED, that the Department of Public Works is hereby requested to supply the necessary barricades to close said street; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to the Chief of Police, Lt. MacConchie, Director of Public Works, and District #1 Fire Official.

TOWNSHIP OF NEPTUNE

RESOLUTION 24-265

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,

Block	Lot	Address	Amount
1003	3	121 Highway 35	\$465.00
618	6	1805 Columbus Ave.	\$1,066.25
2601	9	3122 West Bangs Ave.	\$220.00
2601	8	3124 West Bangs Ave.	\$257.50
2601	7	3128 West Bangs Ave.	\$390.00
2601	6	3136 West Bangs Ave.	\$390.00
2601	5	3138 West Bangs Ave.	\$390.00

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 24-266

**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>
Emily Hauser	Rent Leveling Board	Member	5/30/2024	5/30/2024
John Bonney	Planning Board	Member	6/7/2024	6/7/2024

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

TOWNSHIP OF NEPTUNE

RESOLUTION 24-267

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR LEGAL SERVICES WITH JULIAN F. GORELLI, ESQ., TO DEFEND NEPTUNE TOWNSHIP AND TAX ASSESSOR, BERNARD HANEY, IN THE CASE OF MICHAEL O. REID V. TOWNSHIP OF NEPTUNE AND BERNARD HANEY UNDER DOCKET NO. MON-L-868-24

WHEREAS, Plaintiff, Michael O. Reid filed a Pro Se Petition of Appeal before the Monmouth County Board of Taxation, challenging the property tax assessment on his residence located at 522 North Riverside Drive, Neptune Township, New Jersey on January 12, 2023; resulting in the Monmouth County Board of Taxation affirming the aforesaid assessment on or about April 4, 2023; and

WHEREAS, the Plaintiff did not file an appeal of his property tax assessment for the tax year 2024, but instead, on March 7, 2024; almost two months after the filing deadline for tax appeals for the tax year 2024, Plaintiff filed a Complaint in this matter seeking relief under the New Jersey Civil Rights Act, (NJCRA) N.J.S.A. 10:6-1 against Neptune Township and the Tax Assessor, Bernard Haney; and

WHEREAS, based on legal advice, it is believed that the tax appeal process preempts the filing of a Civil Rights Action, and that this matter should be dismissed based on appropriate legal representation; and

WHEREAS, it is desirous of the Township to make use of an attorney that specializes in property tax matters, namely, Julian F. Gorelli, Esq., with offices located at 539 Scotch Road, Pennington, New Jersey 08534; and

WHEREAS, Julian F. Gorelli, Esq., shall submit a Business Entity Disclosure Certification that certifies that he has not made any reportable contributions to a political or candidate committee in the Township of Neptune in the previous one year, and that the contract will prohibit Mr. Gorelli from making any reportable contributions during the term of this contract.

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 AND appoints Julian F. Gorelli, Esq., to represent the Township and the Tax Assessor at a billing fee of \$130.00 per hour and to submit a form of contract acceptable to the Township Attorney.

BE IT FURTHER RESOLVED, that the Mayor and Township Committee authorizes legal fees not to exceed ten thousand dollars (\$10,000.00) without additional approval for the purpose of this representation.

BE IT FURTHER RESOLVED, that Township Officials are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this Resolution.

BE IT FURTHER RESOLVED, that a Certified Copy of this Resolution shall be forwarded to the Chief Financial Officer, Assistant CFO, Tax Assessor and Municipal Attorney.

BE IT FURTHER RESOLVED, that Michael Bascom, Chief Financial Officer of the Township of Neptune, hereby certifies to the Township Committee of the Township of Neptune, that funds are available for the aforesaid legal services of Julian F. Gorelli, Esq. in an amount not to exceed Ten Thousand Dollars (10,000.00) plus reimbursable expenses.

TOWNSHIP OF NEPTUNE

RESOLUTION 24-268

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
APPROVING SUBMISSION AND EXECUTION OF A GRANT AGREEMENT WITH THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE JUMPING BROOK ROAD
IMPROVEMENTS PROJECT**

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2025-Jumping Brook Road Improvements-00218 to the New Jersey Department of Transportation on behalf of the Township of Neptune.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Neptune and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

Attest:
Gabriella Siboni
Township Clerk

Tassie D. York
Mayor

TOWNSHIP OF NEPTUNE

RESOLUTION 24-269

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
APPROVING SUBMISSION AND EXECUTION OF A GRANT AGREEMENT WITH THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE UNION AVE-
PEDESTRIAN IMPROVEMENTS PROJECT**

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as SST-2025-Union Ave- Pedestrian Improvements-00015 to the New Jersey Department of Transportation on behalf of the Township of Neptune.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Neptune and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

Attest:
Gabriella Siboni
Township Clerk

Tassie D. York
Mayor

**TOWNSHIP OF NEPTUNE
RESOLUTION #24-270**

**AUTHORIZE THE EXECUTION OF A RIGHT OF ACCESS AGREEMENT WITH
IRONBOUND PROPERTY GROUP LLC**

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

WHEREAS (#2), the Township desires that the land located in an area which has been determined to be an area in need of redevelopment in accordance with the Act (the "**Redevelopment Area**"), currently designated on the Tax Map of the Township of Neptune as Block 611, Lots 1, 38, 39, 40, and 41, more commonly known as 1700-1718 West Lake Avenue; and Block 610, Lot 14, more commonly known as 1711 West Lake Avenue (collectively, the "**Project Site**") be redeveloped in accordance with the West Lake Avenue Redevelopment Plan adopted by the Township by Ordinance No. 06-51 on November 27, 2006 (the "**Redevelopment Plan**"); and

WHEREAS (#3), the Township owns all of the parcels comprising the Project Site; and

WHEREAS (#4), on or about June 10, 2022, Ironbound Property Group, LLC ("Ironbound") submitted to the Township a Pre- Submission Form (the "**Proposal**"), seeking to be designated as the Redeveloper for the Project Site and outlining its intention to redevelop the Project Site, together with a concept plan (the "**Concept Plan**"); and

WHEREAS (#5), Ironbound proposes to redevelop the Project Site into a mixed-use Project; and

WHEREAS (#6), the Township's Redevelopment Committee vetted the Proposal and met with Ironbound to further discuss the Proposal and the Concept Plan and the implementation of the Redevelopment Plan, generally; and

WHEREAS (#7), by Resolution No. 22-456 adopted by the Township Committee of the Township of Neptune (the "**Township Committee**"), Ironbound has been designated as the Redeveloper of the Project Site expressly conditioned upon the successful negotiation of a Redevelopment Agreement setting forth all the terms and conditions regarding the implementation of a Project upon the Project Site and the Parties have entered into Conditional Designation and Interim Cost Agreement (the "**Conditional Designation Agreement**") which, *inter alia*, requires Ironbound to reimburse all of the costs and fees incurred and to be incurred by the Township in connection with the review of the Proposal and the Concept Plan and the preparation and negotiation of a Redevelopment Agreement, among other such expenses; and

WHEREAS (#8), Ironbound requested temporary access to the parcels comprising the Project Site for itself and its consultants, representatives, contractors and their subcontractors (collectively referred to as "**Authorized Representatives**") in order to undertake certain due

diligence activities thereupon and the Township was willing to provide Redeveloper with a limited, revocable right of access under the conditions described in the First Access Agreement, as that term is defined herein; and

WHEREAS (#9), the Township authorized by Resolution #22-502 the execution of a Right of Access Agreement with Ironbound (“**First Access Agreement**”) on November 28, 2022; thereafter, the First Access Agreement expired before Ironbound accessed the parcels and conducted the proposed due diligence activities; and

WHEREAS (#10), the Township and Ironbound now wish to proceed with certain revised due diligence and investigative activities and, accordingly, wish to enter a new right of access agreement by execution of this Agreement; and

WHEREAS (#11), the Township Committee believes it is in the best interest of the Township to enter into such a Right of Access Agreement with Ironbound in order to encourage the redevelopment of the Project Site.

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

1. The Mayor is hereby authorized to execute a Right of Access Agreement between the Township of Neptune and Ironbound Property Group LLC in substantially the form attached hereto as Attachment A.
2. The Business Administrator and Staff of the Township of Neptune are hereby authorized and directed to take all actions as shall be deemed necessary or desirable to implement this Resolution.
3. This Resolution shall be effective immediately.

Attachment A (to Resolution)
Form of Right of Access Agreement

RIGHT OF ACCESS AGREEMENT

This **RIGHT OF ACCESS** (the “**Agreement**”) is entered into as of _____, 2024, by and between the **TOWNSHIP OF NEPTUNE**, (the “**Township**”), having municipal offices at 25 Neptune Boulevard, Neptune, New Jersey 07753, acting pursuant to the provisions of the Local Redevelopment and Housing Law, and **IRONBOUND PROPERTY GROUP LLC**, a limited liability company authorized to do business in the State of New Jersey, with offices at 36 Christopher Columbus Boulevard, Jackson Township, New Jersey 08527 (hereinafter referred to as “**Ironbound**” or “**Redeveloper**” or “**Conditional Redeveloper**”) (collectively, the “**Parties**” or each, a “**Party**”).

WITNESSETH:

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

WHEREAS (#2), the Township desires that the land located in an area which has been determined to be an area in need of redevelopment in accordance with the Act (the “**Redevelopment Area**”), currently designated on the Tax Map of the Township of Neptune as Block 611, Lots 1, 38, 39, 40, and 41, more commonly known as 1700-1718 West Lake Avenue; and Block 610, Lot 14, more commonly known as 1711 West Lake Avenue (collectively, the “**Project Site**”) be redeveloped in accordance with the West Lake Avenue Redevelopment Plan adopted by the Township by Ordinance No. 06-51 on November 27, 2006 (the “**Redevelopment Plan**”); and

WHEREAS (#3), the Township owns all of the parcels comprising the Project Site; and

WHEREAS (#4), on or about June 10, 2022, Ironbound submitted to the Township a Pre-Submission Form (the “**Proposal**”), seeking to be designated as the Redeveloper for the Project Site and outlining its intention to redevelop the Project Site into a mixed use development, including approximately twenty-eight (28) residential units, retail, and a restaurant, together with a concept plan (the “**Concept Plan**”); and

WHEREAS (#5), Ironbound proposes to redevelop the Project Site; and

WHEREAS (#6), Ironbound intends to acquire all of the parcels comprising the Project Site; and

WHEREAS (#7), the Township's Redevelopment Committee vetted the Proposal and met with Ironbound to further discuss the Proposal and the Concept Plan and the implementation of the Redevelopment Plan, generally; and

WHEREAS (#8), by Resolution No. 22-456 adopted by the Township Committee of the Township of Neptune (the “**Township Committee**”), Ironbound has been designated as the Redeveloper of the Project Site expressly conditioned upon the successful negotiation of a Redevelopment Agreement setting forth all the terms and conditions regarding the implementation

of a Project upon the Project Site and the Parties have entered into Conditional Designation and Interim Cost Agreement (the "**Conditional Designation Agreement**") which, *inter alia*, requires Ironbound to reimburse all of the costs and fees incurred and to be incurred by the Township in connection with the review of the Proposal and the Concept Plan and the preparation and negotiation of a Redevelopment Agreement, among other such expenses; and

WHEREAS (#9), Ironbound requested temporary access to the parcels comprising the Project Site for itself and its consultants, representatives, contractors and their subcontractors (collectively referred to as "**Authorized Representatives**") in order to undertake certain due diligence activities thereupon and the Township was willing to provide Redeveloper with a limited, revocable right of access under the conditions described in the First Access Agreement, as that term is defined in Recital No. 10; and

WHEREAS (#10), the Township authorized by Resolution #22-502 the execution of a Right of Access Agreement with Ironbound ("**First Access Agreement**") on November 28, 2022. Thereafter, the First Access Agreement expired and Ironbound never accessed the parcels to conduct the proposed due diligence activities; and

WHEREAS (#11), Ironbound now wishes to proceed with certain revised due diligence and investigative activities and, accordingly, wishes to enter into a new right of access agreement.

NOW, THEREFORE, for the consideration set forth below, the mutual promises and covenants herein set forth and such other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals: The Recitals set forth above are hereby incorporated as part and parcel of this Agreement.

2. Scope of Non-Invasive Work: The Redeveloper shall be permitted limited, non-exclusive access to each of the parcels comprising the Project Site as necessary to undertake non-invasive due diligence activities which such activities may include the performance of surveys and other such visual inspections, investigations, and ground penetrating radar (GPR) to determine the presence of any underground structures. The Redeveloper shall additionally be permitted to limited access to Block 611, Lot 40 to undertake the specific activities set forth in the April 30, 2024 Whitestone Proposal ("**Whitestone Proposal**") attached hereto as Exhibit ___ (collectively, the "**Work**"). The Work shall be conducted in accordance with applicable laws, rules and regulations, including but not limited to those promulgated by the New Jersey Department of Environmental Protection ("**NJDEP**"), at no cost to the Township whatsoever. Redeveloper hereby represents that its Authorized Representatives are qualified to perform all aspects of such Work.

3. Proposed Invasive Tasks: In the event that Redeveloper wishes to perform any invasive work upon any parcel within the Project Site, such as, for example only, geotechnical borings, environmental sampling, or removal of Underground Storage Tanks (collectively, "**Invasive Tasks**", which shall be included in the term, "Work", hereinafter if such "Invasive Tasks" are approved by the Township in accordance with the terms herein), Redeveloper shall submit a written request to the Township; however, no additional request shall be required for Redeveloper or Authorized Representatives to undertake those invasive activities specifically set forth in the Whitestone Proposal upon Block 611, Lot 40. Such request shall include any environmental reporting, and any other reporting under applicable federal, state, and local laws,

generated as a result of any Work undertaken by Redeveloper as well as a detailed scope of the proposed additional work prepared by a licensed professional for any and all Invasive Tasks to be undertaken upon the Project Site or any portion thereof (each, an “**Environmental Proposal**”). Each Environmental Proposal shall be subject to review and approval by the Mayor or a designee of the Mayor. The Township may consult with its professionals regarding any Environmental Proposal and any approval of same by the Township shall be given in the Township’s sole discretion and may include reasonable conditions. Any approval by the Township of any Environmental Proposal shall be in writing and may also be subject to a reasonable amendment of this Agreement.

4. Access: The access (“**Access**”) granted to Redeveloper and Authorized Representatives hereunder by the Township permits access to each of the parcels comprising the Project Site as may be reasonably required for the performance of the Work. This is a temporary, limited, non-exclusive right of Access which shall create no interest in the Project Site or any portion thereof and which shall not run with the land.

5. Term: This Agreement shall commence on the date that this Agreement is executed by the Township (“**Effective Date**”) and shall automatically terminate one hundred and eighty (180) calendar days thereafter (the “**Term**”), subject to the terms and conditions herein. The Term may be extended in writing by the Mayor or a designee of the Mayor, for good cause, upon written request from the Redeveloper, on up to (2) occasions, for a period not to exceed ninety (90) calendar days on each occasion, for total potential extensions not exceeding 180 calendar days. Additionally, the Parties hereto acknowledge that by Resolution of the Township Committee, Ironbound has been designated by the Township as the conditional redeveloper of the Project Site, subject to the Conditional Designation Agreement. In the event that the conditional designation of Ironbound is terminated pursuant to the terms of the Conditional Designation Agreement, then the Access granted hereunder shall automatically expire without any further action being necessary.

6. Limitations on Access and Scheduling: Prior to performing any aspect of the Work, Redeveloper shall have (a) provided to the Township a description of the Work to be undertaken during the particular entry; (b) performed a utility clearance (e.g., “dig safe notification” for public and private utilities), depending upon the Work activities to be performed; and (c) coordinated scheduling and timing of the Work with the designated Township representative. Redeveloper shall cause its Authorized Representatives to notify the Township at least forty-eight (48) hours (or, on the Friday (before noon) before a planned entry on a Monday) prior to any entry and the Township shall be provided an opportunity, at its sole discretion, to have a representative observe any and all field work upon the Project Site or any portion thereof and, if desired, to be provided with split samples for duplicate analysis, which such analysis will be at the Township's cost. Unless approved in writing in advance by the Township or otherwise requested by the Township, the Work shall be conducted during normal hours of operation, between the hours of 7:00 a.m. and 5:00 p.m. on regular business days.

7. Removal of Wastes: Redeveloper shall be the named generator and Redeveloper shall cause its Authorized Representatives to bear all responsibility, in accordance with applicable federal, state and local laws, rules and regulations (“**Applicable Laws**”) for the management and disposal of any investigation-derived waste materials generated in the performance of the Work.

All investigation-derived waste materials that Authorized Representatives generate on the Project Site or any portion thereof, including, but not limited to, samples, cuttings and residues, shall be promptly removed from the Project Site by Redeveloper and its Authorized Representatives in accordance and compliance with all Applicable Laws. Redeveloper shall cause its Authorized Representatives to be responsible for the proper handling, transportation, storage and disposal of such wastes and material. The obligations in this Paragraph 7 shall survive the termination of this Agreement.

8. Compliance With Applicable Laws: Neither Redeveloper nor its Authorized Representatives shall discharge any hazardous material or substances upon the Project Site or any portion thereof, nor shall any pre-existing contamination be exacerbated by Redeveloper and its Authorized Representatives as a result of the Work. Redeveloper shall cause its Authorized Representatives to comply with all Applicable Laws and all lawful orders of any governmental authority or agency. Further, Redeveloper shall cause its Authorized Representatives to obtain all permits, licenses and permissions required for the performance of the Work or any portion thereof to be undertaken pursuant to this Agreement, at no cost to the Township.

9. Restoration of the Project Site: At the conclusion of the Work, Redeveloper shall be responsible for the prompt repair and restoration of any portion(s) of the Project Site that is in any way affected, damaged or disturbed due to the performance of the Work, to the condition that existed before the commencement of the Work. The obligations in this Paragraph 9 shall survive the termination of this Agreement.

10. Release: Redeveloper, for itself and for its Authorized Representatives, acknowledge that the Township has made no representations with regard to the Project Site, including the structural and/or environmental nature and condition of same, or the fitness of the Project Site for any of the Work. Redeveloper and its Authorized Representatives shall enter upon the Project Site at their own risk, in its “**AS IS, WHERE IS**” condition, with all faults. Redeveloper for itself and on behalf of its Authorized Representatives hereby release, and covenant not to sue, Township with respect to any and all claims, liabilities, losses, penalties, environmental contamination or exacerbation thereof, damages and costs (including, without limitation reasonable counsel, engineering and other professional or expert fees which either or all of them may incur), foreseen or unforeseen, and causes of action (including, without limitation, bodily injury to or death of any person or destruction of or damage to any property) (collectively, “**Losses**”) suffered by Redeveloper or Authorized Representatives, their respective employees, representatives, agents, an/or subcontractors, and/or any third party resulting from the breach of this Agreement by Redeveloper, Authorized Representatives, or both, or the negligence, willful misconduct or omission by or on behalf of Redeveloper, Authorized Representatives, or both, unless and to the extent resulting from the gross negligence or willful misconduct of the Township.. The obligations in this Paragraph 10 shall survive the termination of this Agreement.

11. Indemnification: Redeveloper shall indemnify, defend and hold harmless the Township, its directors, officers, employees, agents, tenants, and any invitees and their representatives from and against any and all Losses to the extent resulting from (a) Redeveloper or Authorized Representatives’ breach of this Agreement, (b) the negligent, reckless or willful misconduct or omission of Redeveloper, its Authorized Representatives, or both, pertaining to the Work, unless and to the extent resulting from the gross negligence or willful misconduct of Township, or (c) any claim by any third party arising out of or relating to any act or omission of Redeveloper, Authorized Representative, or both, in connection with the access to the Project Site

or the Work. The obligations in this Paragraph 11 shall survive the termination of this Agreement.

12. Liens: Redeveloper shall not permit any liens or other legal encumbrances to be recorded against the Project Site or any portion thereof for or in connection with the Work or materials furnished for the Work, and Redeveloper shall indemnify, defend and hold harmless the Township from any liens or other legal encumbrances relating to or arising out of the Work or materials furnished for the Work. The obligations in this Paragraph 12 shall survive the termination of this Agreement.

13. Insurance:

- A. Prior to the initial entry upon the Project Site, Redeveloper shall furnish and cause to be maintained in effect, and Redeveloper shall cause its Authorized Representatives to furnish and maintain in effect, and without expense to Township, at all time that any entry is made upon the premises, insurance policies covering:
- i. Worker's Compensation and Employer's Liability insurance to cover employees of Redeveloper, Authorized Representatives, and their respective contractors, engaged in work at the Project Site, at statutory limits;
 - ii. Comprehensive Commercial General Liability insurance, a total of at least \$1,000,000 each occurrence and at least \$2,000,000 in aggregate (including umbrella coverage);
 - iii. Comprehensive Automobile Liability insurance covering owned, non-owned and hired automobile equipment, a total of \$1,000,000 each occurrence;
 - iv. Contractor's Pollution Liability Insurance, a total of \$2,000,000 each occurrence; and
 - v. Umbrella (Excess) Liability Coverage in an amount of 5,000,000 per occurrence.
- B. The Township and its representatives, employees, and agents ("**Township Representatives**") and Redeveloper shall be identified as additional named insureds on all policies. Redeveloper shall arrange that its contracts with any Authorized Representatives in connection with the Work or any portion thereof require the Authorized Representatives to also name the Township and Township Representatives and Redeveloper as additional named insureds on its insurance policies.
- C. Each policy, with the exception of the workers' compensation insurance policy, the professional liability insurance policy and contractor's pollution liability insurance shall be on an occurrence basis and not a claims made basis. Each policy shall not expire, be canceled, or changed without thirty (30) days prior written notice to Township, and each policy shall be issued by a recognized responsible insurance company licensed to do business in

the State of New Jersey.

- D. Redeveloper shall deliver, or cause to be delivered certificates of insurance and policy endorsements evidencing such coverage required pursuant to this Paragraph 13 to the Township, or its representative, prior to the commencement of any Work on the Project Site, or any portion thereof, and same shall be subject to the Township's review and approval, which approval shall not be unreasonably withheld. In addition to delivering certificates of insurance and endorsements, as applicable, prior to each access, Redeveloper shall deliver certificates of insurance and endorsements at the start of each new policy term.
- E. All referenced policies in Subparagraphs ii, iii and iv of this Paragraph 13(A) shall be primary insurance and endorsed to provide a waiver of subrogation with respect to the Township and Township Representatives and all other entities to be named as additional named insureds as set forth in this Paragraph 13(B).
- F. Failure of Township to demand any certificate of insurance, endorsement or other evidence of full compliance with the insurance requirements of Paragraph 13 or failure of Township to identify a deficiency from any certificate of insurance, endorsement or other evidence will not be construed as a waiver of Redeveloper's obligation to furnish such insurance. Redeveloper's acceptance of delivery of any certificate of insurance, endorsement, or other evidence proposing to show the required coverages and limits, does not constitute approval or agreement by Redeveloper that the insurance, endorsement or other evidence are in compliance with the insurance requirements of this Agreement.
- G. Redeveloper shall maintain and cause to be maintained, and keep in full force and effect, at no cost to Township, the insurance set forth above, from the date of this Agreement until at least two (2) years after the completion of the last entry upon the Project Site.

14. Termination: This Agreement shall automatically terminate, without any further action required: (i) upon the expiration of its Term; (ii) upon the mutual written agreement of the Parties; (iii) upon the termination of the Conditional Designation Agreement; or (iv) upon a revocation of the right of Access in accordance with Paragraph 15 hereinbelow.

15. Default: To the extent that either of the Parties is in breach of any of the terms or conditions of this Agreement, written notice shall be given to the breaching party by both email and mail, pursuant to the terms of Paragraph 16 of this Agreement. The breaching party shall have seven (7) days to respond to the notice and/or to take reasonable measures to ensure that the default is cured or that a cure has been commenced, subject to a reasonable request for an extension, except that any such cure shall be complete within thirty (30) days, if commercially reasonable. If no action is taken in response to the initial notice of default within seven (7) calendar days, a final written notice of default shall be given to the breaching party by both email and mail. If no response to the final notice is received within 48 hours, and/or the default is not cured or the breaching party has not diligently commenced curing within the aforementioned seven (7) calendar day period, the noticing party may terminate this Agreement and/or proceed with the exercise of any and all

available legal rights and the pursuit of any and all remedies, including the right to seek an Order of a court of competent jurisdiction to remedy the failure to cure.

16. Notice: Any notice required to be given under the Agreement shall be in writing and served by regular mail and by e-mail, certified mail, overnight delivery, or hand delivery to the following:

To the Township:

Township of Neptune
c/o Bernard C. Haney, CTA
25 Neptune Boulevard
Neptune, New Jersey 07753
bhaney@neptunetownship.org

with copies to:

Joanne Vos, Esq.
Maraziti Falcon, LLP
240 Cedar Knolls Road, Suite 301
Cedar Knolls, NJ 07927
jvos@mfhenvlaw.com

To Redeveloper:

Ironbound Property Group, LLC
c/o Fuller Brooks
36 Christopher Columbus Boulevard
Jackson Township, New Jersey 08527
tripbrooks@gmail.com

with copies to:

E. Carlton Kromer, Esq.
Kromer Law Firm LLC
3321 Doris Avenue, Bldg B, Ste 1
Ocean, New Jersey 07712
ckromer@kromerlaw.com

Notice shall be effective upon delivery.

17. Severability: In the event that one or more covenants, terms and provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any regard by any court or tribunal having appropriate jurisdiction, the validity of the remaining covenants, terms and provisions contained herein shall be in no way affected, prejudiced or disturbed and shall remain in full force and effect.

18. Choice of Law: This Agreement shall be deemed to be a contract made under, and shall be construed for all purposes in accordance with, State of New Jersey law without regard to principles of conflicts of law.

19. Successors and Assigns: The covenants, agreements, terms, provisions, and conditions contained in this Agreement shall inure to the benefit of and be binding upon the Parties hereto

and their respective successors and assigns. This Agreement may not be assigned by one party without the express written authorization of the other party.

20. Execution: This Agreement shall be executed by authorized representatives of the Township and Redeveloper, and each party represents and warrants that the undersigned signatory for such party has full power, authority and legal right to execute this Agreement on behalf of such party. Each party acknowledges that the other party is relying upon such representation as an inducement to enter into the terms hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Signatures by email or facsimile transmission shall be deemed originals for all purposes and proceedings.

21. Captions: The paragraph headings herein are for convenience only and shall not be construed to limit or affect any provision of this Agreement. This Agreement was negotiated by counsel for the Parties and its terms shall not be construed against either party as the drafter of the Agreement.

22. Modification: This Agreement contains the entire understanding between the Parties with regard to the right of Access and supersedes any agreements, statements, commitments or proposals heretofore between the Parties regarding same and may not be changed or modified unless by formal written Agreement of this Agreement.

23. Confidentiality: A true and complete copy of all reporting, data, and other such documentation generated by or on behalf of the Redeveloper in connection with the Work shall be promptly provided to the Township at no cost to the Township. All reporting, data, and other such documentation generated by or on behalf of the Redeveloper in connection with the Work (collectively, the “**Confidential Documents**”) shall be treated as confidential and shall not be distributed by Redeveloper to any third party without the written consent of the Township; provided however, that the Redeveloper may disclose the Confidential Documents as required by law, and/or to the extent necessary to its consultants and other Authorized Representatives providing services related to the Work, so long as such Authorized Representatives agree not to further disclose such Confidential Documents except in accordance with the terms hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

TOWNSHIP OF NEPTUNE

Dated: _____

By: Hon. Tassie York

Title: Mayor, Neptune Township

IRONBOUND PROPERTY GROUP, LLC

6/5/2024 | 11:03 AM EDT
Dated: _____

DocuSigned by:
Fuller Brooks
DB0ECDAB5FC2440...

By: Fuller Brooks

Title:

TOWNSHIP OF NEPTUNE

RESOLUTION 24-271

RESOLUTION OF THE TOWNSHIP OF NEPTUNE APPROVING G'S TREES CULTIVATION CLUB LLC FOR A CANNABIS BUSINESS LICENSE TO OPERATE AS A RECREATIONAL USE CANNABIS ESTABLISHMENT WITHIN THE TOWNSHIP OF NEPTUNE

WHEREAS, in 2020 New Jersey voters approved Public Question 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called “cannabis” for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the “New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act,” N.J.S.A. 24:61-31 et seq. (the “Act”), which legalizes the personal use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial personal use cannabis operations, use, and possession; and

WHEREAS, the Act establishes the following six marketplace classes of business licenses to be issued by the State of New Jersey Cannabis Regulatory Commission for the legal operation of cannabis establishments and other types of cannabis marketplace activity in the State: Class 1 Cannabis Cultivator; Class 2 Cannabis Manufacturer; Class 3 Cannabis Wholesaler; Class 4 Cannabis Distributor; Class 5 Cannabis Retailer; and Class 6 Cannabis Delivery; and

WHEREAS, section 31a of the Act, N.J.S.A. 24:61-45a, authorizes municipalities to adopt ordinances and regulations prohibiting outright or limiting the number of any class of licensed “cannabis establishments” (defined in section 33 of the Act, N.J.S.A. 24-61-33, as “a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer”), cannabis distributors, or cannabis delivery services allowed to operate within its municipal boundaries; and

WHEREAS, G’s Trees Cultivation Club LLC wishes to operate as a recreational use cannabis establishment, and specifically as a Class 1 Cannabis Cultivator within the Township of Neptune;

WHEREAS, on February 28, 2022, the Neptune Township Committee passed Ordinance 22-10, which allows for G’s Trees Cultivation Club LLC to operate as recreational use cannabis establishment within the Township of Neptune, including specifically as a “Class 1 Cannabis Cultivator service”; and

WHEREAS, on December 11, 2023, The Neptune Township Committee passed Ordinance 23-42 which details the regulations and requirements for cannabis taxation and collection, which sets standard procedures for assessment and collection of Cannabis fees that G’s Trees Cultivation Club LLC is required to comply with, and;

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

1. The aforesaid recitals are incorporated herein as if set forth at length;
2. G’s Trees Cultivation Club LLC is registered to do business in the State of New Jersey and is authorized to operate as Class 1 Cannabis Cultivator by the CRC;

3. The issuance of a license to G's Trees Cultivation Club LLC by the State operate as recreational use cannabis establishment by the CRC will not exceed any limits placed on the number of licensed cannabis establishments permitted to operate within the municipality;
4. The Township of Neptune supports the application of G's Trees Cultivation Club LLC and this Resolution may be relied upon by the CRC as proof of local support by the Township of Neptune of G's Trees Cultivation Club LLC certification.
5. The Township Clerk is hereby authorized and directed to provide a copy of this Resolution to G's Trees Cultivation Club LLC and to transmit a copy of this Resolution to the CRC; and
6. This Resolution shall take effect upon adoption in accordance with applicable law.

TOWNSHIP OF NEPTUNE

RESOLUTION 24-272

**RESOLUTION AUTHORIZING AMENDMENT TO AGREEMENT WITH GENE ANTHONY,
ATTORNEY AT LAW FOR LAWSUIT AGAINST SHIMRON LLC % COFORGE BPS OF 2005
STRATFORD AVENUE, BLOCK 904, LOT 20, NEPTUNE TOWNSHIP, NEW JERSEY FOR TRESPASS
AND ENCROACHMENT UPON NEPTUNE TOWNSHIP RIGHT-OF-WAY AND PUBLIC ROAD**

WHEREAS, Resolution 22-478 “Resolution Authorizing Lawsuit Against Shimron Llc % Coforge Bps Of 2005 Stratford Avenue, Block 904, Lot 20, Neptune Township, New Jersey For Trespass And Encroachment Upon Neptune Township Right-Of-Way And Public Road” was adopted on November 14, 2022, and;

WHEREAS, The governing body authorized the Municipal Attorney, Gene J. Anthony, Esq., with offices at 48 South Street, Eatontown, New Jersey to commence legal action in the Superior Court of New Jersey seeking injunctive relief, damages and legal fees against Shimron LLC % COFORGE BPS for their continued trespass and encroachment upon the Municipal Right-of-Way and public street, after having been given due notice in writing on July 21, 2022, and having ignored the Notice to Cease and Desist.; and

WHEREAS, it is necessary to authorize an additional \$5,000.00 for the agreement with Gene Anthony Attorney at Law to complete the action for this litigation, and;

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 that:

1. The agreement with the Municipal Attorney, Gene J. Anthony, Esq., with offices at 48 South Street, Eatontown, New Jersey be amended to increase the allocation \$5,000.00 to make the final contract price not to exceed \$15,000.00 is approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.
3. That a certified copy of this resolution be forwarded to the Business Administrator, Chief Financial Officer, and Qualified Purchasing Agent.

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 June 10, 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 above named contract.

Account Name

Account Number

Michael Bascom, Chief Financial Officer

Date

**TOWNSHIP OF NEPTUNE
RESOLUTION 24-273**

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
AUTHORIZING EXTENSION OF BID AWARD FOR FLEET MAINTENANCE TO
CENTERRA INTEGRATED SERVICES, LLC**

WHEREAS, on May 10, 2021, the Township Committee adopted Resolution #21-193 which awarded a bid for Fleet Management and Maintenance with Centerra Integrated Services, LLC from July 1, 2021 through June 30, 2024; and,

WHEREAS, the Purchasing Agent recommends that the bid be extended for a one year period as permitted by the Open Public Contracts Law and the option in the specifications; and,

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

1. The extension to the bid award to Centerra Integrated Services, LLC for the contract related to Fleet Management and Maintenance for July 1, 2024-June 30, 2025 for \$949,129.91 annual Target Cost is hereby awarded.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.
3. That a certified copy of this resolution be forwarded to the Business Administrator, Chief Financial Officer and Qualified Purchasing Agent.

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 June 10, 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 above noted agreement

Account Name
Vehicle Maintenance OE

Account Number
01-201-26-315-020

Michael Bascom, Chief Financial Officer

Date

**TOWNSHIP OF NEPTUNE
RESOLUTION 24-274**

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
AUTHORIZING EXTENSION OF BID AWARD FOR EMERGENCY MEDICAL BILLING
SERVICES CONTRACT TO EMS CONSULTING SERVICES**

WHEREAS, on June 27, 2022, the Township Committee adopted Resolution #22-303 which awarded a bid for Emergency Medical Billing with EMS Consulting; and,

WHEREAS, the Purchasing Agent recommends that the bid be extended for a two year period as permitted by the Open Public Contracts Law and the option in the specifications; and,

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

1. The extension to the bid award of Emergency Medical Billing with EMS Consulting for July 1, 2024-June 30, 2026 with a payment structure detailed below is hereby awarded.

6%	\$100,000
6%	\$100,001-\$200,000
6%	\$200,001+

a.

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

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 June 10, 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 above noted agreement

Account Name
EMS OE

Account Number
01-201-25-253-020

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 24-275

RESOLUTION AUTHORIZING THE AGREEMENT FOR 2025 PETERBILT 520 DUAL DRIVE CAB AND CHASSIS TO HUNTER JERSEY PETERBILT UNDER NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM, SOURCEWELL CONTRACT # 060920-PMC FOR \$229,245.00

WHEREAS, the Township of Neptune wishes to authorize the agreement for 2025 Peterbilt 520 Dual Drive Cab and Chassis to Hunter Jersey Peterbilt under national Joint Powers Alliance Purchasing Program, Sourcewell contract # 060920-PMC for \$229,245.00; and

WHEREAS, Hunter Jersey Peterbilt, having an address at 524 Monmouth Rd. Clarksburg, NJ 08510, has been awarded under National Joint Powers Alliance Purchasing Program, Sourcewell Contract# 060920-PMC for purposes of providing such services; 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 agreement for 2025 Peterbilt 520 Dual Drive Cab and Chassis to Hunter Jersey Peterbilt under national Joint Powers Alliance Purchasing Program, Sourcewell contract # 060920-PMC for \$229,245.00 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 June 10, 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
Ord 23-32 2023 MCIA	05-220-55-932-020
Clean Communities Grant	02-213-41-725-020

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 24-276

RESOLUTION AUTHORIZING THE AGREEMENT FOR LABRIE 33 CUBIC YARD RIGHT HAND SIDE LOADER TO SANITATION EQUIPMENT CORP UNDER EDUCATIONAL SERVICES COMMISSION OF NJ COOP #65MCECCPS FOR \$200,984.80

WHEREAS, the Township of Neptune wishes to authorize the agreement for Labrie 33 Cubic Yard Right Hand Side Loader to Sanitation Equipment Corporation under national Educational Services Commission of NJ COOP #65MCECCPS for \$200,984.80; and

WHEREAS, Sanitation Equipment Corp., having an address at 80 Furler St. Totowa, NJ 07512, has been awarded under Educational Services Commission of NJ COOP #65MCECCPS for purposes of providing such services; 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 agreement for Labrie 33 Cubic Yard Right Hand Side Loader to Sanitation Equipment Corporation under national Educational Services Commission of NJ COOP #65MCECCPS for \$200,984.80; 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 June 10, 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

Ordinance 23-32 2023 MCIA
Clean Communities Grant

Account Number

05-220-55-932-020
02-213-41-725-020

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 24-277

**RESOLUTION AUTHORIZING AGREEMENT FOR FURNISH AND INSTALLATION OF FENCE
AT DOG PARK- BERT WILLIS FIELDS FROM EB FENCE UNDER NEW JERSEY STATE
CONTRACT #88679 IN AN AMOUNT NOT TO EXCEED \$54,613.59**

WHEREAS, the Township of Neptune wishes to enter an agreement for furnish and install fence at Dog Park- Bert Willis Fields From EB Fence under New Jersey State Contract #88679 in an amount not to exceed \$54,613.59; and,

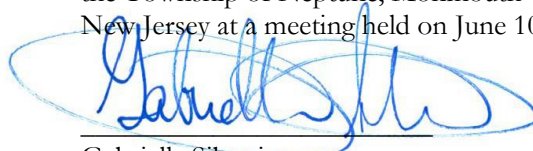
WHEREAS, EB Fence, having an address at 220 Vine Street has been awarded under New Jersey State Contract #88679 for purposes of providing such services; and,

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. Agreement for furnish and install fence at Dog Park- Bert Willis Fields From EB Fence under New Jersey State Contract #88679 in an amount not to exceed \$54,613.59 is hereby approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.
3. That a certified copy of this resolution be forwarded to the Chief Financial Officer, Assistant C.F.O., and Business Administrator.

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 June 10, 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 above named contract.

Account Name

Ord 23-25 Various Improv Bert Willis Fields

Account Number

04-215-55-959-020

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 24-278

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE
NEW JERSEY BOARD OF PUBLIC UTILITIES AND THE TOWNSHIP OF NEPTUNE IN
CONNECTION WITH A TIME EXTENSION FOR PHASE II TOWN CENTER DISTRIBUTED
ENERGY RESOURCE MICROGRID INCENTIVE PROGRAM**

WHEREAS, the Memorandum of Understanding between the Township of Neptune and the New Jersey Board of Public Utilities was authorized May 13, 2021 and has expired after its two year term on May 12, 2023; and

WHEREAS, The Township of Neptune wishes to execute a new Memorandum of Understanding with the New Jersey Board of Public Utilities until the release of the final 25% retained of the Total Incentive Budget (minus any interest accrued from the Initial Incentive Funds dedicated account as outlined in Section III or the determination by Board Staff that the retained 25% or any remaining funds, will not be released to the recipient.

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

1. The Township Committee hereby authorizes the execution of a Memorandum of Understanding with the New Jersey Board of Public Utilities 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 Business Administrator and Chief Financial Officer.

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 June 10, 2024

Gabriella Siboni

Township Clerk

**TOWNSHIP OF NEPTUNE
RESOLUTION 24-279**

**CORRECTING RESOLUTION 24-228 “RESOLUTION OF THE TOWNSHIP COMMITTEE OF
THE TOWNSHIP OF NEPTUNE AUTHORIZING SHARED SERVICE AGREEMENT WITH
THE NEPTUNE TOWNSHIP BOARD OF EDUCATION FOR FLEET MAINTENANCE”**

WHEREAS, Resolution 24-228 was adopted by the Township Committee on May 13, 2024; and,

WHEREAS, the below are corrections that are necessary for the agreement with the Board of Education:

1. The Township through a contract with a third-party Fleet Management Company, will maintain and repair Board vehicles at the Township’s contracted hourly rate ~~plus ten dollars (\$10.00) per hour for administrative costs~~. After hour repairs can be performed, as more thoroughly detailed in the contract, at an hourly rate of one and half (1 ½) times the current rate.
2. All costs for parts and materials will be billed at the rate paid by the Fleet Management Company ~~plus ten percent (10%)~~
3. The Fleet Management Company shall bill the Board for services on a monthly basis and payment shall be made to the Township within thirty (30) days of receipt of the bill. Failure to make payment or otherwise comply with the service procedures and terms and conditions of the agreement by the Board may result in the Township terminating the agreement. Any pump or other repairs that are required to be performed by outside agencies shall be billed at the same rate and in the same manner as described herein.

WHEREAS, the term of this agreement will be an initial period of 1 year commencing on July 1, 2024, and shall automatically renew for additional terms of one (1) year for a maximum of five (5) years, unless either party, with written notice by certified mail at least sixty (60) days before the expiration of the yearly term that is does not wish to renew this agreement, and;

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Neptune, County of Monmouth, State of New Jersey that the Mayor and Clerk are hereby authorized and directed to enter into a Shared Services Agreement (“Agreement”) with the Neptune Board of Education with respect to the provision of Fleet Maintenance pursuant to the terms and conditions set forth in the Agreement. A copy of the Agreement shall be open for public inspection at the Office of the Municipal Clerk; and,

BE IT FURTHER RESOLVED, that the terms of this Agreement shall take effect upon the adoption of appropriate Resolutions and execution of the Agreement by the parties thereto; and,

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

**SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF NEPTUNE
AND THE NEPTUNE TOWNSHIP BOARD OF EDUCATION FOR FLEET
MAINTENANCE**

This Agreement is entered into this _____ day of _____, 2024,
between,

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

hereinafter referred to as the “**Township**” and

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

hereinafter referred to as the “**Board**” and

together referred to as the “**Parties.**”

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

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

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

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

1. Nature and Extent of Services:
 - a. The Township, through a contract with a third-party Fleet Management Company, will maintain and repair Board vehicles at the prevailing rate as charged to the Township by the Fleet Maintenance Company.

- b. Service for all vehicles owned by the Board will be provided at the Township Public Works facility on Heck Avenue in Neptune Township;
- c. The schedule for servicing of said vehicles will be Monday through Friday, between the hours of 7:00 A.M. and 4:00 P.M. Emergency services and repairs will be completed by appointment through the Fleet Management On-Site Manager.
- d. The Fleet Management Company shall bill the Board for services on a monthly basis and payment shall be made to the Township within thirty (30) days of receipt of the bill. Failure to make payment or otherwise comply with the service procedures and terms and conditions of this Agreement by the Board may result in the Township terminating the Agreement. Any pump or other repairs that are required to be performed by outside agencies shall be billed at the same rate and in the same manner as described herein;
- e. All costs for parts and materials will be billed at the rate paid by the Fleet Management Company.

2. Standards and Allocation of Responsibility:

Services shared by the Township and the Board shall be in accordance with the standards, policies and direction utilized in the type of services provided. The Township and the Board shall utilize their best efforts to perform all services to be rendered hereunder to the best of their abilities. Each party shall act in good faith at all times under this Agreement.

3. Consideration:

The Fleet Management Company shall bill the Board for services on a monthly basis and payment shall be made to the Township within thirty (30) days of receipt of the bill. Failure to make payment or otherwise comply with the service procedures and terms and conditions of this Agreement by the Board may result in the Township terminating the Agreement. Any pump or other repairs that are required to be performed by outside agencies shall be billed at the same rate and in the same manner as described herein.

4. Duration of Agreement:

The initial term of this Agreement shall be for one (1) year effective July 1, 2024 and shall automatically renew for additional terms of one (1) year for a maximum of five (5) years, unless either party provides the other

party with written notice by certified mail at least sixty (60) days before the expiration of the yearly term that it does not wish to renew this Agreement.

5. Arbitration: Any controversy or claim arising out of or relating to this Agreement or a breach thereof shall be settled pursuant to the laws of the State of New Jersey by arbitration in accordance with the Rules that exist in the American Arbitration Association or similar Arbitrator and judgment upon an award rendered pursuant to such arbitration maybe entered into in any court in the State of New Jersey.
6. Insurance: The parties hereby agree that the Township and the Board shall maintain liability and property insurance to the extent affected by the services of this Agreement, with each party providing a Certificate of Insurance to the other naming each party as an additional insured. The parties shall provide proof of insurance and maintain their own liability insurance and property insurance for any loss or damages arising from services provided, and shall provide each other with a Certificate of Insurance naming both as an additional insured. All parties shall maintain a sum of no less than Fifty Thousand Dollars (\$50,000.00) for property loss and One Million Dollars (\$1,000,000.00) for liability for injuries resulting from one person, and to keep such insurance in force for the term of the Agreement and to deliver proof of insurance, if requested, by either party after submitting the original Certificate of Insurance. All Certificates of Insurance must be approved by all legal counsel for the parties involved in this matter.
7. Indemnification/Hold Harmless:

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

During the term of this Shared Services Agreement, the Board shall indemnify and shall hold Township, the members of its governing body and its officers, agency, and employees harmless against liability and the Board shall pay any and all, liability, loss, cost, damage, claims, judgement or expense, of any and all kinds or nature, which shall be imposed by law, which the Township, the members of its governing body and its officers, agency, and employees may sustain or be subject to or

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

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

8. Compliance with Laws and Regulations:

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

9. No Additional Waiver Implied by One Waiver:

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

10. No Personal Liability.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee, Governing Body Member, and/or Agent of the Township or Board, in his or her individual capacity, and neither the officers, agents, or employees of the Township or Board nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

11. Independent Counsel:

The parties hereby acknowledge that they have independent legal counsel of their own choosing in order to have this Agreement reviewed and approved and in order to receive independent and separate advice regarding every aspect to this Agreement. Moreover, the parties agree that whoever prepared the Agreement, the preparation was not to give one or

the other party a legal advantage in construction or interpretation should there be a claim by the parties or third party in the future.

12. Amendment:

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

13. Successors and Assigns:

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

14. Severability:

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

15. Counterparts:

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

16. Entire Agreement:

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

17. Further Assurances and Corrective Measures:

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

18. Headings:

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

19. Governing Law:

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

20. Agency Relationship:

It is hereby acknowledged that the parties and all their personnel used to assist any party to this Agreement are performing the services under this Agreement as general agents of the municipality or Board for which they are performing said services, and shall use all powers of performance reasonably necessary and convenient to carry out the duties, obligations and responsibilities under the Agreement and allowable by law.

21. Inspection of Records:

The Board shall have the right at all times during the term of this Agreement to inspect all relevant records or information of the Township and the Fleet Management Company pertaining to the provisions of this Agreement.

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

ATTEST:

**NEPTUNE TOWNSHIP BOARD
OF EDUCATION**

Print name:
Print title:

By: _____
Print name:
Print title:

ATTEST:

TOWNSHIP OF NEPTUNE

Gabiella Siboni, RMC,

By: _____
Tassie York, Mayor

TOWNSHIP OF NEPTUNE

RESOLUTION #24-280

AUTHORIZING THE PAYMENT OF BILLS

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

June 10, 2024, BILL LIST

Current Fund	\$8,230,684.72
Grant Fund	\$24,972.33
Trust Other	\$28,928.52
General Capital	\$481,044.58
Sewer Operating Fund	\$213,054.33
Sewer Capital Fund	\$35,226.87
Marina Operating Fund	\$37,573.06
Marina Capital Fund	\$0.00
Dog Trust	\$0.00
Library Trust	\$161.61
Payroll Fund	\$0.00
Bill List Total	\$9,051,646.02

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

**TOWNSHIP OF NEPTUNE
RESOLUTION 24-282
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 June 10, 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