

**TOWNSHIP COMMITTEE WORKSHOP MEETING – January 27, 2025 – 6:00 P.M.**

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

<b>Township Committee</b>	Present/ Absent	<b>Professionals</b>	Present/ Absent
Jason A. Jones	_____	Gina LaPlaca, Business Administrator	_____
Kevin McMillan	_____	Gabriella Siboni, Township Clerk	_____
Derel Stroud	_____	Lester Taylor, Township Attorney	_____
Tassie D. York	_____		
Robert Lane Jr.	_____		

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, posting the notice on the Board in the Municipal Complex, and filing a copy of said notice with the Municipal Clerk. In addition, the meeting agenda is posted on the Township web site ([www.neptunetownship.org](http://www.neptunetownship.org)).

**ITEMS FOR DISCUSSION IN OPEN SESSION**

1. PLA Ordinance
  
2. Committee Calendars

**Res #25 - 086** Authorize An Executive Session As Authorized By The Open Public Meetings Act.

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

**TOWNSHIP COMMITTEE MEETING – January 27, 2025 – 7:00 P.M.**

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

<b>Township Committee</b>	Present/ Absent	<b>Professionals</b>	Present/ Absent
Jason A. Jones	_____	Gina LaPlaca, Business Administrator	_____
Kevin McMillan	_____	Gabriella Siboni, Township Clerk	_____
Derel Stroud	_____	Lester Taylor Township Attorney	_____
Tassie D. York	_____		
Robert Lane Jr.	_____		

**MOMENT OF SILENCE AND FLAG SALUTE**

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

Mayor 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, posting the notice on the Board in the Municipal Complex, and filing a copy of said notice with the Municipal Clerk. In addition, the meeting agenda is posted on the Township web site ([www.neptunetownship.org](http://www.neptunetownship.org)).

**APPROVAL OF MINUTES**

Motion offered by Committeeperson \_\_\_\_\_, seconded by, Committeeperson \_\_\_\_\_, to approve the minutes of meetings of January 13, 2025.

**COMMENTS FROM THE DAIS**

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

- Jones
- Stroud
- McMillan
- Lane
- York

**REPORT OF THE BUSINESS ADMINISTRATOR**

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

**PRESENTATIONS**

Ocean Grove Community Association to present check to Neptune Emergency Medical Services

**GREEN ACRES APPLICATION**

- Township Engineer will present the application
- Public comments on resolution 25-087 only. The public will be permitted one visit to the microphone with a limit of five minutes.

**Res#25- 087** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing Submission Of Grant Application To The State Of New Jersey Department Of Environmental Protection Green Acres Enabling Resolution

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

**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 25-01** Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40a: 4-45.14)

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

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

**Ordinance 25-02** Ordinance Amending and Rescinding Section 4-28.2a2(J) of the Code of Ordinances of The Township of Neptune Entitled, "Clothing Donation Bins."

*Explanatory Statement: This Ordinance amends Chapter 4, Section 4-28 by eliminating and rescinding subparagraph a2(j), which previously read: "Placement in the front or side yard of property unless an exception is granted by the appropriate municipal agency to serve the Township's best interests, with proper screening and access."*

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

**ORDINANCES FOR FIRST READING**

There are no ordinances for first reading.

**CONSENT AGENDA**

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

**Res#25- 087** Authorizing The Township Committee Of The Township Of Neptune To Execute Change Order #2 (Final) For \$14,945.00 With Four Star Developers For The "Tax Office Renovations" Project For A New Contract Total Of \$408,745.00

**Res#25- 088** A Resolution Of The Township Committee Of The Township Of Neptune Co-Sponsoring The Jersey Shore Disc Golf Club Tournament

**Res#25- 089** Authorizing The Application For Recreation Improvement Grant From The New Jersey Department Of Community Affairs

**Res#25- 090** Authorize The Execution Of A Conditional Designation And Interim Cost Agreement With North Channel Redevelopment, Llc

**Res#25- 091** A Resolution Of The Township Committee Of The Township Of Neptune Accepting Resignations

**Res#25- 092** Confirm Action Of The Business Administrator To Suspend Employee

**Res#25- 093** Authorize And Appoint Members To A Personnel Subcommittee For The Governing Body

**Res#25- 094** Authorizing The Township Committee Of The Township Of Neptune To Execute Closeout With Fiore Paving Co., Inc. For "Bert Willis Park Pickleball Courts"

**Res#25- 095** A Resolution Of The Township Committee Of The Township Of Neptune Appointing Members To The Wesley Lake Commission

**Res#25- 096** A Resolution Of The Township Committee Of The Township Of Neptune Appointing Members To The Ocean Grove Sewerage Authority

**Res#25- 097** A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE APPOINTING MEMBERS TO THE NEPTUNE TOWNSHIP SEWERAGE AUTHORITY

**Res#25- 098** Authorizing The Payment Of Bills

**CONSENT AGENDA**

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

**SEPARATED RESOLUTIONS**

**Res#25- 099** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing Professional Public Relations And Marketing Services

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

**Res#25- 100** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing Certain Personnel Actions

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

**PRIVILEGE OF THE FLOOR/PUBLIC COMMENTS**

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

**ADJOURNMENT**

Offered by \_\_\_\_\_ Seconded by: \_\_\_\_\_ Time Adjourned \_\_\_\_\_

**TOWNSHIP OF NEPTUNE**

**ORDINANCE 25-01**

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

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

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

**WHEREAS**, the Township Committee of the Township of Neptune in the County of Monmouth finds it advisable and necessary to increase its CY 2025 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Township Committee hereby determines that a 3.5 % increase in the budget for said year, amounting to \$ 417,902.45 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

**NOW THEREFORE BE IT ORDAINED**, by the Township Committee of the Township of Neptune, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2025 budget year, the final appropriations of the Township of Neptune shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$1,762,658.58 and that the CY 2025 municipal budget for the Township of Neptune be approved and adopted in accordance with this ordinance; and,

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

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

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

**TOWNSHIP OF NEPTUNE**

**ORDINANCE # 25-02**

**ORDINANCE AMENDING AND RESCINDING SECTION 4-28.2a2(j) OF THE CODE OF ORDINANCES OF THE TOWNSHIP OF NEPTUNE ENTITLED, “CLOTHING DONATION BINS”**

**WHEREAS**, the Township Committee under Ordinance #24-41 amended Ordinance, Chapter 4, Section 4-28 of the Code of the Ordinances of the Township of Neptune, entitled, “Clothing Donation Bins;” and,

**WHEREAS**, the Township Committee would now like to amend Section 4-28.2, entitled “Requirements for Placement of Clothing Bins for Solicitation Purposes” by eliminating and rescinding subparagraph a2(j) by eliminating the same previously worded as: “Placement in the front or side yard of property unless the appropriate municipal agency or office provides an exception wherein the best interests of the Township is served and where appropriate screening and access is provided.”

**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 the Clothing Donation Bins Ordinance, Section 4-28 of the Code of Ordinances of the Township of Neptune hereby provides as follows with the absence and rescission of Section 4-28.2a2(j):

**Section 4-28.1. Definitions.**

**APPROPRIATE MUNICIPAL AGENCY**

Shall mean the Zoning Officer or Code Enforcement Department of Neptune Township who shall be responsible to enforce compliance with the provisions of this ordinance and issue notices and violations for non-compliance with this ordinance.

**BINS**

Shall mean canisters, cards, receptacles or other similar devices for the collection of money, personal property or other things of value.

**PERSON**

Shall mean any person, firm, partnership, corporation, limited liability company, company, organization or entity of any kind.

**SOLICITATION OR SOLICIT**

Shall mean the request, directly or indirectly, for money, credit, property, financial assistance, or other thing of any kind or value. Solicitation shall include but not be limited to, the use or employment of canisters, cards, receptacles or similar devices for the collection of money, property or other things of value.

Solicitation shall take place whether the person making the solicitation receives any contribution.

**Section 4-28.2**

**Requirements for Placement, Use of Clothing Bins for Solicitation Purposes**

Notwithstanding any other provision of this ordinance, no persons shall place, use or employ a clothing donation bin for solicitation purposes, unless all the following requirements are satisfied:

- a. The person has obtained a permit, valid for a period of one (1) year from the Mercantile Officer or other designated officer within the municipality in which the clothing donation bin will be placed in accordance with the following:
  1. In applying for such permit, the person's application shall include:
    - a) The location where the bin would be situated, as precisely as possible.
    - b) The manner in which the person anticipates any clothing or other donations collected via the bin will be used, sold or disbursed, and the method by which the proceeds of the collected donations will be allocated or spent.
    - c) The name and telephone number of the bona fide office required pursuant to paragraph b of this subsection, of any entity that may share or profit from any clothing or other donation collected via the bin.
    - d) Written consent from the property owner to place the bin on its property.
  2. The appropriate municipal agency or office shall review the application filed with the Mercantile Officer or other designated officer and the Mercantile Officer or other designated officer shall not grant an application for a permit to place, use or employ a clothing donation bin if the appropriate municipal agency determines that the placement of the bin constitutes a safety hazard. Such hazards shall include, but not be limited to, the following:
    - a) Placement of a clothing donation bin within 100 feet of any place that stores large amounts of, or sells, fuel or other flammable liquids or gases.
    - b) Placement that in the opinion of the appropriate municipal agency endangers the safety of persons or property.



- c) Placement that in the opinion of the appropriate municipal agency would unreasonably interfere with or impede the flow of pedestrian or vehicular traffic, including any legally parked or stopped vehicles.
  - d) Placement that in the opinion of the appropriate municipal agency would unreasonably interfere with the ingress to or egress from any residence or place of business.
  - e) Placement that unreasonably interferes with the use of traffic signs or signals, fire hydrants or mailboxes located or permitted at or near said location.
  - f) Placement that is within (15') feet of any fire hydrant, fire call box, police box or other emergency facility.
  - g) Placement that is within (10') feet of any building, showroom or residence unless written permission from the owner is secured and the same is submitted with the application.
  - h) Placement within (5') feet of or any public area improved with lawn, flowers, shrubs, trees or landscaping.
  - i) Placement within (100') feet of any residential property.
3. The Mercantile Officer or other designated officer may impose a fee for such application, in the amount of \$25.00 for a permit of one (1) year. An expiring permit for a clothing donation bin may be renewed upon application for renewal and payment of a fee of \$25.00 annually.
4. Renewal applications shall include the following:
- a) The location where the bin is situated, as precisely as possible, and if the person intends to move it, the new location where the bin would be situated after the renewal is granted and the written consent from the property owner to place the bin on his property;
  - b) The manner in which the person has used, sold or disbursed any clothing or other donations collected via the bin, the method by which the proceeds of the collected donations have been allocated or spent and any changes the person anticipates may make in these processes during period covered by the renewal; and,

- c) The name and telephone of the bona fide office required pursuant to subsection (b) of this Section of any entity that shared or profited from any clothing or any other donations collected by the bin, and any entities that may do so during the period covered by the renewal.
5. A sticker with the permit number and the date of expiration shall be clearly and conspicuously displayed on the exterior of the clothing donation bin with additional information required pursuant to paragraph c of this subsection.
- b. The person and any other entity that may share or profit from any clothing or other donations collected by the bin, maintains a bona fide office where a representative of the person or other entity, respectively, can be reached at a telephone information line during normal business hours for the purpose of obtaining information concerning the person or other entity. For purposes of this subsection, an answering machine or service unrelated to the person does not constitute a bona fide office; and
- c. The following information is clearly and conspicuously displayed on the exterior of the clothing donation bin:
  1. The name and address of the registered person that owns the bin, and any other entity that may share or profit from any clothing or other donations collected by the bin;
  2. The telephone number of the person's bona fide office and, if applicable, the telephone number of the bona fide office of any other entity that may share or profit from any clothing or other donations collected by the bin;
  3. In cases when an entity other than the person who owns the bin may share or profit from any clothing or other donations collected by the bin, a notice written in a clear and easily understandable manner, indicating that clothing or other donations collected via the bin, their proceeds, or both may be shared, or given entirely to, an entity other than the person who owns the bin, and identifying all such entities that may share or profit from such donations;
  4. A statement, consistent with the information provided to the appropriate municipal agency or office in the most recent permit or renewal application pursuant to

paragraphs 1 and 4 of paragraph a of this subsection indicating the manner in which the person anticipates any clothing or other donations collected via the bin will be used, sold or disbursed, and the method by which the proceeds of the collected donations would be allocated or spent.

- d. Clothing bins on any property shall be limited to a maximum of one (1) clothing bin per every fifty (50) marked parking stalls, or part thereof. In no instance shall the number of clothing bins exceed three (3) clothing bins per property.

**Section 4-28.3**

**Maintenance of Bins.**

All bins placed in the Township of Neptune shall be subject to the following maintenance requirements:

- a. Bins may not be left with personal property beyond the confines of the bin and/or lying on property surrounding the bin for more than 24 hours from the time of notification by the appropriate municipal agency or office.
- b. The bin shall not be used for advertising signs or publicity purposes other than those dealing with the display, or receipt of donated property.
- c. Each bin shall be maintained in a neat and clean condition and in good repair at all times. Specifically, but without limitation to the foregoing, each bin shall be serviced and maintained so that:
  - 1. It is reasonably free of chipped, faded, peeling and cracked paint in the visible painted areas thereof.
  - 2. It is reasonably free of rust and corrosion in the visible unpainted metal areas thereof.
  - 3. The structural parts of the bin are not broken or unduly misshapen.
  - 4. The bins are free from all graffiti.

**Section 4-28.4  
of Clothing Bin.**

**Receipt, Investigation of Complaints Relative to Donations**

- a. The appropriate municipal agency or office shall receive and investigate, within thirty (30) days, any complaints from the public about an existing bin. Whenever it appears that a person has engaged in, or is engaging in any act or practice in violation of this ordinance the person who placed the bin shall

be issued a warning stating that if the violation is not rectified or a hearing with the appropriate municipal agency or office is not requested within forty-five (45) days, the bin will be sized and removed at the expense of the person who placed the bin and any clothing or other donations collected via the bin will be sold at public auction or otherwise disposed of. In addition to any other means used to notify the person who placed the bin, such warning shall be affixed to the exterior of the bin itself.

- b. In the event the person who placed the bin does not rectify the violation or request a hearing within forty-five (45) days of the posting of the warning, the appropriate municipal agency or office may seize the bin and remove it or have it removed at the expense of the person who placed the bin and sell at public auction or otherwise dispose of any clothing or any other donations collected via the bin. Any proceeds from the sale of the donations collected by the bin shall be paid to the Chief Financial Officer of Neptune Township.
- c. In the event that the person who placed the bin cannot be contacted after due diligence by the appropriate municipal agency and a violation of this section mandates the removal of the clothing bin, the owner of the property on which the clothing bin is located shall be responsible for the removal of the clothing bin or the expense of the cost of removal by the appropriate municipal agency.

**Section 4-28.5**

**Additional Penalties and Remedies.**

- a. In addition to any of the other penalties or remedies authorized by the law of this State any person who violates this ordinance that results in a seizure of the clothing donation bin shall be:
  - 1. Subject to a penalty of up to twenty thousand dollars (\$20,000.00) for each violation. The appropriate municipal agency or office may bring this action in the Municipal Court or the Superior Court as a summary proceeding under the “Penalty Enforcement Law of 1999” (N.J.S.A. 2A:58-10 et seq.) and any penalty monies collected shall be paid to the Chief Financial Officer of the Township of Neptune; and,
- b. Deemed ineligible to place, use or employ a clothing donation bin for solicitation purposes pursuant to N.J.S.A. 40:48-2.61. A person disqualified from placing, using or employing a

clothing donation bin by violating the provisions of N.J.S.A. 40:48-2.60 et seq. may apply to the appropriate municipal agency to have the person's eligibility restored. The appropriate municipal agency may restore the eligibility of a person who:

1. Acts within the public interest; and
2. Demonstrates that he made a good faith effort to comply with the provisions of N.J.S.A. 40:48-2.60 et seq. and all other applicable laws or regulations or had no fraudulent intentions.

**BE IT FURTHER ORDAINED,** that this Ordinance shall take effect upon final adoption and publication of Notice of Adoption as required by law.

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

**TOWNSHIP OF NEPTUNE**  
**RESOLUTION 25-086**  
**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE**  
**AUTHORIZING THE DISCUSSION OF MATTERS IN A CLOSED SESSION PURSUANT TO THE**  
**STATUTORY EXCLUSIONS OF N.J.S.A. 10:4-12**

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

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

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

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

**Description of matter:**

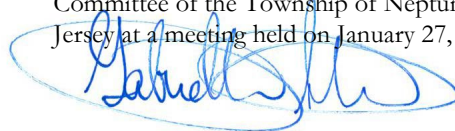
1. **Employment and Personnel**
  - a. New Hires, Reclassification

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

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

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

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 27, 2025



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

**TOWNSHIP OF NEPTUNE  
RESOLUTION 25-087**

**AUTHORIZING THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE TO EXECUTE  
CHANGE ORDER #2 (FINAL) FOR \$14,945.00 WITH FOUR STAR DEVELOPERS FOR THE “TAX OFFICE  
RENOVATIONS” PROJECT FOR A NEW CONTRACT TOTAL OF \$408,745.00**

**WHEREAS**, on April 29, 2024, the Township Committee adopted Resolution #24-215 which awarded a bid to Four Star Developers in the amount of \$368,600.00 in connection with Tax Office Renovations project; and,

**WHEREAS**, by Resolution 24-447, change order #1 was accepted and executed by the Township Committee, reflecting a total contract amount change of \$25,200.00, with a total new contract price of \$393,800.00; and,

**WHEREAS**, the Township’s Engineer has reviewed the project and final change order and therefore recommends the Township to execute the change order; and,

**WHEREAS**, change order #2 accounts for the change in amount of \$14,945.00, has been prepared to reflect an increase in the contract quantities, and when combined with change order #1, is a 10.89% change in original contract price; and,

**WHEREAS**, the total new contract price shall be \$408,745.00 after the change order has been accepted and executed by the Township; and,

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

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

1. The change order, which increased the contract amount by \$14,945.00, for the contract between the Township of Neptune and Four Star Developers be executed thereby increase the new total contract price for the project to \$408,745.000.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, Engineer, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.

**Certification of Funds**

I, 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

**TOWNSHIP OF NEPTUNE  
RESOLUTION 25-087**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE  
AUTHORIZING SUBMISSION OF GRANT APPLICATION TO THE STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES ENABLING  
RESOLUTION**

**WHEREAS**, the New Jersey Department of Environmental Protection, Green Acres Program (“State”), provides grants and/or loans to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition, development, and stewardship of lands for outdoor recreation and conservation purposes, and;

**WHEREAS**, the Township of Neptune desires to further the public interest by obtaining funding in the amount of \$117,000.00 in the form of a \$117,000.00 matching grant and if available, a \$39,000.00 loan, from the State to fund the following project(s): Shark River Hills - Land Acquisition at a cost of \$156,000.00, and;

**WHEREAS**, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award, and;

**WHEREAS**, the applicant is willing to use the State’s funds in accordance with such rules, regulations and applicable statutes, and is willing to enter in an agreement with the State for the above-named project, and;

**NOW, THEREFORE**, the Township Committee of the Township of Neptune resolves that Robert Lane, Jr. or the successor to the office of Mayor is hereby authorized to:

- a) Make application for such a loan and/or such a grant
- b) Provide additional information and furnish such documents as may be required, and
- c) Act as the authorized correspondent of the above-named applicant;

The applicant agrees to provide its matching share to the Green Acres funding request, if a match is required in the amount of \$39,000.00.

In the event that the State’s funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project,

The applicant agrees to comply with all applicable federal, state and local laws, rules, and regulations in its performance of the project and

This resolution shall take effect immediately.

I, Gabriella Siboni, Clerk of the Township of Neptune, hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 27, 2025.

Gabriella Siboni  
Township Clerk



**TOWNSHIP OF NEPTUNE**

**RESOLUTION 25-088**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE  
CO-SPONSORING THE JERSEY SHORE DISC GOLF CLUB TOURNAMENT**

**WHEREAS**, it is desirous of the Neptune Township to co-sponsor the Jersey Shore Disc Golf Club Tournament events scheduled for March 30, 2025, July 27, 2025 and September 20, 2025, and;

**WHEREAS**, this organization and event provide recreational programs for Neptune Residents, provide maintenance and equipment for the fields and increase tourist activity, and;

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

- Use and Access of the Disc Golf Course
- Provision of portable bathroom
- Providing and clearing of receptacles for trash and recycling

**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 25-089**

**AUTHORIZING THE APPLICATION FOR RECREATION IMPROVEMENT GRANT FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

WHEREAS, the Township of Neptune desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for \$100,000.00 to carry out a project to make improvements to the Loffredo Fields Playground, and;

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

1. The Township of Neptune does hereby authorize the application for such a grant, and;
2. Recognizes and accepts that the department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Township of Neptune and the New Jersey Department of Community Affairs.
3. That the persons whose names, titles and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

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

\_\_\_\_\_  
Robert Lane, Jr.  
Mayor

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 27, 2025.

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

**TOWNSHIP OF NEPTUNE  
RESOLUTION #25-090**

**AUTHORIZE THE EXECUTION OF A CONDITIONAL DESIGNATION AND INTERIM  
COST AGREEMENT WITH NORTH CHANNEL REDEVELOPMENT, LLC**

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

WHEREAS, the Township of Neptune ("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, currently designated on the Tax Map of the Township of Neptune as Block 5608, Lots 21 and 22; Block 5606, Lot 3 (consolidated lots 3-14) and Block 5606, Lot 2 (collectively, the "Project Site") be redeveloped in accordance with the North Channel of the Shark River Redevelopment Plan adopted by the Township pursuant to Ordinance No. 07-10 on February 26, 2007 and as may be amended from time to time (the "Redevelopment Plan"); and

WHEREAS, on or about December 12, 2024, North Channel Redevelopment, LLC ("North Channel") submitted to the Township a revised Pre- Submission Form ("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, dated October 4, 2024 (the "Concept Plan"); and

WHEREAS, North Channel proposes to redevelop the Project Site with: (1) two residential buildings, with each building consisting of three levels of residential over parking; (2) a hotel consisting of no more than 100 rooms, approximately 800 sq. ft. of retail, approximately 2,400 sq. ft. restaurant and multilevel parking consisting of 260 parking spaces; (3) a separate retail building consisting of approximately 6,000 sq. ft. including a public rooftop bar; (4) a separate restaurant building consisting of approximately 5,000 sq. ft.; (5) public access to the waterfront, including a boardwalk and a fishing pier; (6) public open air plaza; (7) public promenade consisting of a paver pathway along the length of the waterfront; (8) public terraces; (9) additional public green space; and (10) public restrooms (collectively, the "Project"); and

WHEREAS, North Channel, as joint venture between: (1) IPG at Waterways, LLC having a business address of 36 Christopher Blvd., Jackson, New Jersey 08527; (2) Zekaria Family Ltd. Partnership, having a business address of 1195 Route 70, Suite 2000, Lakewood, New Jersey 08701; and (3) New York Concourse, LLC, having a business address of 1401 Route 35, Neptune, New Jersey 07753, collectively own the Project Site; and

WHEREAS, the Township's Redevelopment Committee has vetted the Proposal and has met with North Channel to further discuss the Proposal and the Concept Plan and the implementation of the Redevelopment Plan, generally; and

WHEREAS, the Township Committee of the Township of Neptune (the "Township Committee") desires to designate North Channel 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 the Project upon the Project Site and authorize the execution of a Conditional Designation and Interim Cost Agreement (the "Agreement") which requires North Channel to, *inter alia*, 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, the Township shall, during the Interim Period, as that term is defined in the Agreement, negotiate exclusively with North Channel for 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 and directed to execute the Conditional Designation and Interim Cost Agreement between the Township of Neptune and North Channel Redevelopment, 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.

I hereby certify that the foregoing Resolution was adopted by the Township Committee of the Township of Neptune at a Regular Meeting held on \_\_\_\_\_, 2025.

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

Attachment A (to Resolution)  
Form of Conditional Designation and Interim Cost Agreement

**CONDITIONAL DESIGNATION AND INTERIM COST AGREEMENT BY AND  
BETWEEN THE TOWNSHIP OF NEPTUNE AND  
NORTH CHANNEL REDEVELOPMENT LLC**

**THIS CONDITIONAL DESIGNATION AND INTERIM COST AGREEMENT** dated as of \_\_\_\_\_, 2025, by and between the **TOWNSHIP OF NEPTUNE**, (the "Township"), having offices at 25 Neptune Boulevard, Neptune, New Jersey 07753, acting pursuant to the provisions of the Local Redevelopment and Housing Law, and **NORTH CHANNEL REDEVELOPMENT 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, which is comprised as a Joint Venture between (1) **IPG AT WATERWAYS, 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; (2) **ZEKARIA FAMILY LTD PARTNERSHIP** a limited partnership authorized to do business in the State of New Jersey, with offices at 1195 Route 70, Suite 2000, Lakewood, New Jersey; and (3) **NEW YORK CONCOURSE, LLC** a limited liability company authorized to do business in the State of New Jersey, with offices at 1401 Route 35, Neptune, New Jersey (hereinafter North Channel Redevelopment LLC is referred to as "**North Channel**" or "**Redeveloper**" or "**Conditional Redeveloper**") (collectively with the Township, the "**Parties**" or each, a "**Party**") (this "**Agreement**").

**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 areas 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 5608, Lots 21 and 22; Block 5606, Lot 3 (consolidated lots 3-14); and Block 5606, Lot 2 (collectively, the "**Project Site**") be redeveloped in accordance with the North Channel of the Shark River Redevelopment Plan adopted by the Township by Ordinance No. 07-10 on February 26, 2007 and as may be amended from time to time (the "**Redevelopment Plan**"); and

**WHEREAS** (#3), on or about October 24, 2024, North Channel submitted to the Township a set of plans, dated October 4, 2024, a copy of which is attached hereto as **Exhibit A** (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** (#4), in furtherance of same, on or about December 12, 2024, North Channel submitted to the Township a Pre-Submission Form, a copy of which is attached hereto as **Exhibit B** ("**Pre-Submission Form**"), clarifying its Proposal and identifying its project team; and

**WHEREAS** (#5), North Channel proposes to redevelop the Project Site with: (1) two residential buildings, with each building consisting of three levels of residential over parking; (2) a hotel consisting of no more than 100 rooms, approximately 800 sq. ft. of retail, approximately 2400 sq. ft. restaurant, and multilevel parking consisting of approximately 260 parking spaces; (3) a separate retail building consisting of approximately 6,000 sq. ft., including a public rooftop bar; (4) a separate restaurant building consisting of approximately 5,000 sq. ft.; (5) public access to the waterfront, including a boardwalk and a fishing pier; (6) public open air plaza; (7) public promenade consisting of a paver pathway along the length of the waterfront; (8) public terraces; (9) additional public green space; and (10) public restrooms (collectively, the “**Project**”); and

**WHEREAS** (#6), subject to the negotiation and full execution of a Redevelopment Agreement, North Channel shall undertake the redevelopment of the Project Site in accordance with all applicable laws, including the Redevelopment Plan as same may be amended from time to time; and

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

**WHEREAS** (#8), the Township Committee of the Township of Neptune (the “**Township Committee**”) desires to designate North Channel 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 authorize the execution of this Conditional Designation and Interim Cost Agreement (the “**Conditional Designation Agreement**” or this “**Agreement**”) which, *inter alia*, requires North Channel 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), the Township shall, during the Interim Period, as that term is defined herein, negotiate exclusively with North Channel for the redevelopment of the Project Site.

**NOW, THEREFORE**, for and in consideration of the promises and of the mutual representations, covenants and agreements set forth herein, the Parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

1. **Conditional Designation.** Upon the complete execution of this Agreement by both Parties (“**Effective Date**”), North Channel shall be designated as the Conditional Redeveloper of the overall Project Site, on the express and absolute condition that the Parties shall successfully negotiate all the issues identified herein and other such related issues regarding the implementation of the Project and ultimately execute a Redevelopment Agreement. In the event that the Parties are unable to reach agreement on the terms of such a Redevelopment Agreement despite each Party using good faith efforts to do so, then this Agreement shall be terminated and the designation of North Channel as the Conditional Redeveloper of the overall Project Site shall be automatically terminated without the necessity for any further action, subject to the provisions herein.

2. **Interim Period.** The "**Interim Period**" shall be the one hundred and eighty (180) day period that commences on the date of the full execution of this Agreement; provided however, that the Parties may continue to negotiate with each other beyond the initial 180 calendar days of the Interim Period without the necessity for any formal amendment to this Agreement, and in the event that the Parties continue such negotiations beyond the expiration of the Interim Period, any such timeframe during which conditional negotiations are underway shall be included within the definition of the term "Interim Period" for purposes of this Conditional Designation Agreement. If at any time during the Interim Period it is determined that a Redevelopment Agreement cannot be successfully negotiated and executed for any reason despite each Party using good faith efforts to negotiate and execute the Redevelopment Agreement, then this Agreement may be terminated in writing by either Party, subject to the provisions herein. During the Interim Period, the Township agrees to negotiate exclusively with North Channel toward the preparation and execution of a Redevelopment Agreement providing for the completion of the Project which shall include, *inter alia*, all the project details, terms and conditions, schedules, and financial arrangements between the Township, with respect to the redevelopment of the Project Site. In the event that this Agreement is terminated for any reason, then neither the Township nor the Conditional Redeveloper shall be bound by any further obligations hereunder to the other, except as same may exist under Paragraph 3 pertaining to the Payment of Interim Costs.

3. **Payment of Interim Costs.** North Channel shall pay or reimburse the Township, as applicable, all reasonable Interim Costs; and all other reasonable costs, fees and expenses incurred by the Township since the date that the first preliminary redevelopment proposal was submitted to the Township, estimated to be on or before February 21, 2018, in connection with the redevelopment of the Project Site or any portion thereof, which have been incurred by the Township since that date, to the extent not previously paid, and which shall continue to be incurred prior to the execution of any Redevelopment Agreement or the determination that such a Redevelopment Agreement cannot be executed, should that result occur, as well as any such other costs and fees incurred by the Township at any time as may be enumerated in the Redevelopment Plan, as may be amended from time to time.

A. **Definition of Interim Costs:** The term "**Interim Costs**" shall include, but not be limited to, all costs and fees incurred by the Township in connection with, related to or arising out of the following: the designation of North Channel as the Conditional Redeveloper of the Project Site; the consideration and review of the Proposal and the Concept Plan and any additional information submitted or to be submitted; the undertaking of any compliance reviews; the drafting and negotiation of this Agreement; the drafting and negotiation of any Redevelopment Agreement and all such related documents; the review of any future revised or updated proposal(s) that may be submitted; any time expended by any staffed professionals of and employed directly by the Township who perform services related to or arising out of: the designation of North Channel as the Conditional Redeveloper ("**Staff Time**"); professional fees charged by any legal, engineering or financial consultant, planner, contractor or vendor or other such contracted professional retained by the Township in connection with the redevelopment of the Project Site; and any such other costs and fees incurred by the Township at any time as may be enumerated in the Redevelopment Plan, as may be amended from time to time. North Channel shall be



responsible for the reimbursement of the Township as set forth herein, even if a Redevelopment Agreement pertaining to the Project Site between the Township and North Channel is not executed for any reason, except in the case of bad faith by the Township. North Channel further agrees that in the event the Parties continue negotiations following the expiration of the Interim Period, then all Interim Costs incurred by the Township shall be included in the definition of "Interim Costs" and shall be reimbursed by North Channel in the same manner as Interim Costs. Notwithstanding anything contained in this Paragraph 3A to the contrary, Staff Time shall be charged at the then prevailing hourly rate of the staff person assigned to the matter.

B. Deposit of Project Funds: Within ten business (10) days from the full execution of this Agreement, North Channel shall provide to the Township, for deposit, Fifty Thousand Dollars (\$50,000.00) ("**Project Funds**") to be maintained in a separate account by the Township and to be drawn down upon by the Township to cover Interim Costs ("**Escrow Account**"). The Township shall provide North Channel with invoice(s) setting forth the Interim Costs incurred by the Township to be or which have been drawn down from the Project Funds.

- a. Disputes: North Channel shall have thirty (30) days from its receipt of such invoices to dispute the reasonableness of any charge for which funds have been drawn down from the Escrow Account. Notice of any such dispute shall be submitted to the Township in writing with an explanation of the nature of the dispute. The Parties will cooperate with each other and diligently work in good faith to resolve any disputed charge.
- b. Requests for Accounting: Upon written request by North Channel, the Township shall provide North Channel, within ten (10) business days from the Township's receipt of such request, with an accounting of all activity (deposits, withdrawals, current balance, etc.) in the Escrow Account.
- c. Replenishment of Project Funds: Within thirty (30) days of the receipt by North Channel of written notice from the Township that the amount of Project Funds has decreased to Five Thousand Dollars (\$5,000.00) or less, North Channel shall promptly replenish the Project Funds to the amount of \$50,000.00.
- d. Exceedance of Project Funds: If at any time the Interim Costs exceed the amount of the Project Funds, North Channel agrees to pay such costs within thirty (30) days written notice from the Township stating that such costs are due. North Channel expressly acknowledges and agrees that the Township, including the Township's legal, engineering, and planning consultants, reserves the right to stop or withhold any work or other such activities in connection with the redevelopment of the Project Site at any time unless or until the Project Funds have been provided to the Township as required herein.

C. Termination: Subject to the terms herein, in the event that a Redevelopment Agreement is not ultimately executed and this Agreement is terminated, the Township shall draw down upon the Project Funds in order to pay all invoices for Interim Costs incurred up to and through the date of such termination. Within thirty (30) days from the date of termination, the

Township shall return any remaining Project Funds to North Channel. In the event that a Redevelopment Agreement is ultimately executed, the Project Funds shall remain on deposit with the Township to cover any additional Interim Costs incurred by the Township and to cover any costs and fees incurred by the Township pursuant to the Redevelopment Agreement, which shall contain provisions providing for the payment of such costs and the termination of this Agreement.

4. **Scope.** The Parties have had preliminary discussions regarding the scope of the Project to be covered by the Redevelopment Agreement. The Parties agree that the description set forth in the Proposal shall provide the basis for the commencement of the negotiations for the Redevelopment Agreement, subject to the provisions herein. The Parties further agree that the Parties are not bound by the description of the Project as set forth in the Proposal or the Pre-Submission Form, nor does this Agreement contain an exhaustive list of all terms, conditions and obligations to be included in a Redevelopment Agreement. The continuing negotiations between the Parties shall address a number of issues to refine the description of the Project including, but not limited to, the following:

- i. the building height of the hotel;
- ii. the operation, management and maintenance of the hotel;
- iii. the number of parking spaces proposed and reserved for the hotel and for public use;
- iv. the height and mix of rental and ownership units in the proposed residential buildings;
- v. the number of parking spaces proposed for each residential building/each unit;
- vi. phasing of the redevelopment of the overall Project Site, if any;
- vii. the project schedule and timeframes for construction;
- viii. square footage and location of the restaurant building;
- ix. square footage and location of the proposed retail building, including the proposed rooftop bar and hours of operation;
- x. responsibilities of North Channel with regard to the construction of the Project Site, including any obligations that shall survive the issuance of any Certificate of Completion and any covenants to be recorded;
- xi. provision of community benefits;
- xii. affordable housing;

- xiii. design and architecture of each structure to be developed upon the Project Site, including with regard to façade materials to be utilized;
- xiv. height, setbacks and setbacks of each structure to be developed upon the Project Site;
- xv. traffic impact study and traffic circulation within and around the Project Site;
- xvi. emergency ingress and egress to and from each parcel comprising the Project Site;
- xvii. to the extent not previously mentioned, parking for each component of the Project;
- xviii. streetscaping;
- xix. landscaping;
- xx. lighting;
- xxi. signage;
- xxii. security measures;
- xxiii. infrastructure improvements;
- xxiv. employment of local workforce;
- xxv. sustainability and green features/initiatives, stormwater management and drainage, including but not limited to drainage improvements, and LEED components to be incorporated;
- xxvi. incorporation of EV charging stations;
- xxvii. bicycle parking;
- xxviii. any existing easements upon the Project Site that may need to be revised or terminated, or new easements that may need to be created, as may be applicable;
- xxix. environmental remediation of the parcels comprising the Project Site, if any;

- xxx. ongoing maintenance of any common areas within the Project Site;
- xxxi. project schedule for construction of each component of the Project;
- xxxii. financial guarantees, if any;
- xxxiii. the terms of any Financial Agreement(s) for payments in lieu of taxes, which shall be in the Township's discretion;
- xxxiv. reimbursement to the Township by the Redeveloper and/or Co-Redeveloper of their respective proportional share of costs for any studies, plans, reports, or analyses prepared by or for the Township, in accordance with the Redevelopment Plan;
- xxxv. formation of condominium association, if applicable, any subsequent agreements related to same, and future deeds to be recorded related to same;
- xxxvi. any amendment of the Redevelopment Plan if required to accommodate the Project; and
- xxxvii. compliance with the Redevelopment Plan, all as may be applicable.

North Channel expressly acknowledges that any Redevelopment Agreement that may be negotiated with the Township shall require consideration and approval by the Township Committee, which shall be by Resolution, as may be applicable.

5. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

6. **Assignment or Transferability.** This Agreement shall not be assigned or transferred by North Channel to any entity without the express written authorization of the Township, which shall be by Resolution of the Township Committee.

7. **Exhibits.** All Exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

8. **Modification.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

9. **Execution.** This Agreement may be executed in one or more counterparts and such counterparts shall constitute one and the same instrument upon the Effective Date of this Agreement. Additionally, the execution and delivery of this Agreement may be conducted by

electronic means in accordance with the Uniform Electronic Transmissions Act, N.J.S.A. 12A:12-1.

10. **Drafting Ambiguities and Interpretation**. In the interpretation of any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the Parties drafted this Agreement, each of the Parties acknowledging that it and its counsel have had ample opportunity to review this Agreement and have contributed to the final form of same.

11. **Governing Law**. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

12. **Notices**. Notices, demands or other such communications between the Township and North Channel shall be deemed sufficiently given if dispatched to the address set forth herein by certified mail, return receipt requested, or by recognized national overnight delivery service, where such notice shall be deemed delivered, as to the former upon mailing and as to the latter, upon delivery with receipt available.

13. **Severability**. If any term or provision of this Agreement or the application thereof to any extent are held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable except to the extent that the invalidation of such terms or provisions shall deprive any Party of the essential rights granted by this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed, all as of the date first above written.

Attest:

**NORTH CHANNEL REDEVELOPMENT LLC**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: Manager

Attest:

**TOWNSHIP OF NEPTUNE**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Mayor, Township of Neptune

**[Signature Page for North Channel Conditional Designation and  
Interim Cost Agreement]**

STATE OF NEW JERSEY            )  
  ) ss:  
COUNTY OF MONMOUTH         )

I CERTIFY that on \_\_\_\_\_, 2025, \_\_\_\_\_ personally came before me, and this person acknowledged under oath, to my satisfaction, that this person, is the Manager of **North Channel Redevelopment, LLC**, a limited liability company, which is the company named in this document; and signed and delivered this document as his/her act and deed on behalf of said company.

\_\_\_\_\_

**[Signature Page for North Channel Conditional Designation and Interim Cost Agreement]**

STATE OF NEW JERSEY            )  
  ) ss:  
COUNTY OF MONMOUTH        )

I CERTIFY that on \_\_\_\_\_, 2025, \_\_\_\_\_ personally came before me, and this person acknowledged under oath to my satisfaction, that:

(a) this person is the \_\_\_\_\_ of the Township of Neptune, named in this document;

(b) this person is the attesting witness to the signing of this document by the proper Township of Neptune official who is \_\_\_\_\_, Mayor;

(c) this document was signed and delivered by the Township of Neptune as its voluntary act duly authorized by a proper resolution of the Township Committee of the Township of Neptune; and

(d) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_

Signed and sworn to before me  
on \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

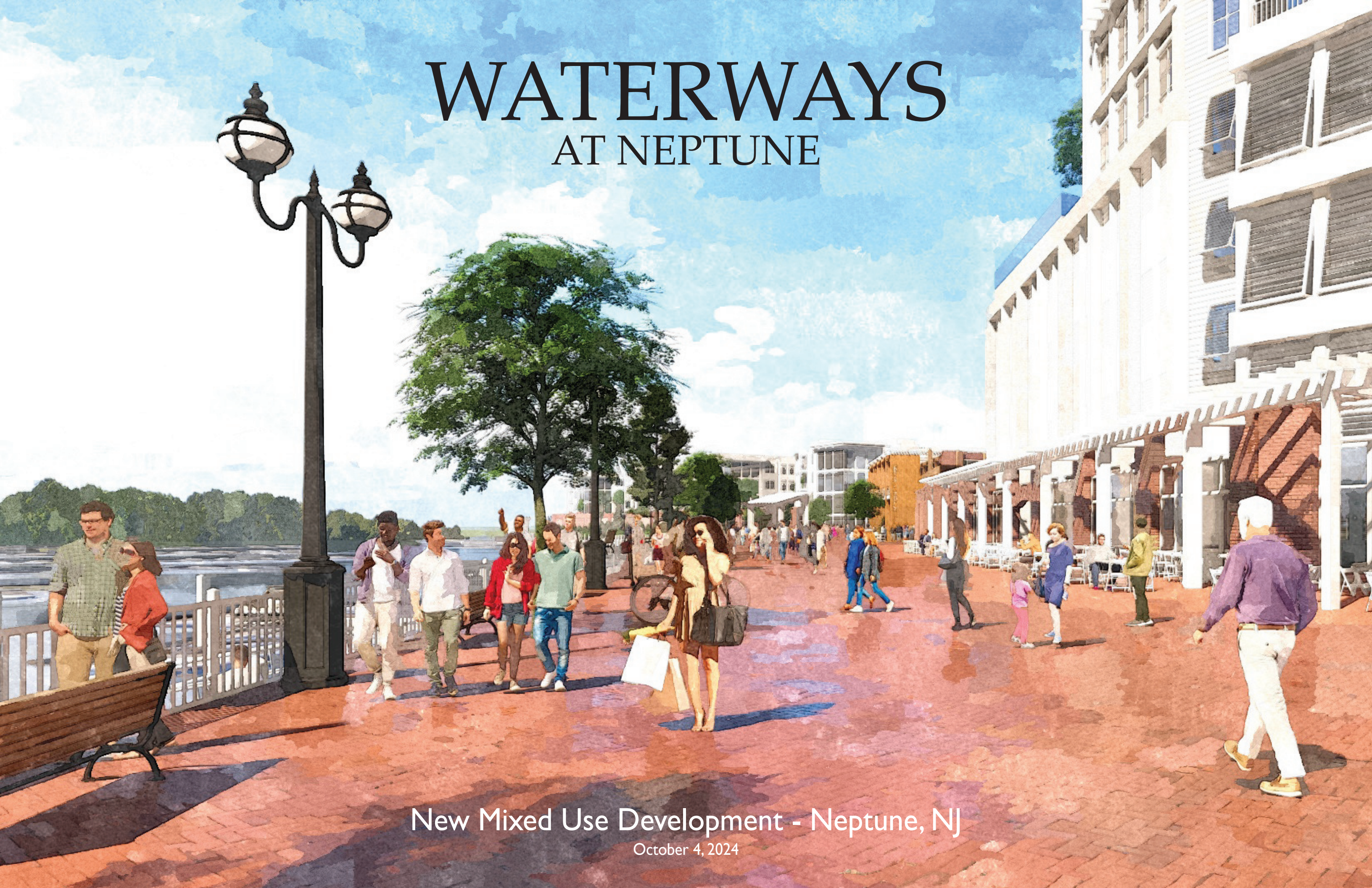
**[Signature Page for North Channel Conditional Designation and Interim Cost Agreement]**



**EXHIBIT A**  
**(to Conditional Designation Agreement)**  
**Concept Plan**

**EXHIBIT B**  
**(to Conditional Designation Agreement)**  
**Pre-Submission Form**

# WATERWAYS AT NEPTUNE



New Mixed Use Development - Neptune, NJ

October 4, 2024



**Proposed Residential Bldg.**  
3 Levels of Residential over Enclosed Parking

**Public Access to Waterfront**  
Creation of Shark River Boulevard

**Proposed Residential Bldg.**  
3 Levels of Residential over Parking

**Public Green Space**  
Sunset and water views

**Public Boardwalk**  
1,100 linear feet of boardwalk. Access to boat slips.

**Proposed Rooftop Bar**  
Open to Public

**Public Restrooms**  
Facilities serving marina and public.

**Public Plaza**  
Open air plaza and band shell for outdoor entertainment

**Public Access**  
stair access to boardwalk and boat slips

**Public Promenade**  
30' Wide paver pathway along the length of the waterfront

**Public Access to Waterfront**  
Multiple pedestrian connections

**Proposed Restuarant**  
5,000 SF

**Proposed Retail**  
6,000 SF

**Public Terraces**  
50' wide Promenade w/ Retail, Restaurants and outdoor dining.

**Proposed Hotel**  
100 Rooms  
800 SF Retail  
2400 SF Restaurant  
Multi-Level Parking  
Approx. 260 Parking Spaces

**Public Fishing Pier**  
with fish cleaning station

Conceptual Massing - Aerial View From South

# WATERWAYS AT NEPTUNE

New Mixed Use Development - Neptune, NJ  
October 4, 2024



Conceptual Massing - Aerial View From North

# WATERWAYS AT NEPTUNE

New Mixed Use Development - Neptune, NJ  
October 4, 2024



Rendering -View From Shark River Inlet

**WATERWAYS**  
AT NEPTUNE  
New Mixed Use Development - Neptune, NJ  
October 4, 2024



Rendering - View of Fishing Pier and Waterfront Promenade From Route 35 Bridge



Rendering - View of Hotel From Route 35

**WATERWAYS**  
AT NEPTUNE  
New Mixed Use Development - Neptune, NJ  
October 4, 2024





Rendering - View of Restaurant Terrace, Looking West

# WATERWAYS AT NEPTUNE

New Mixed Use Development - Neptune, NJ

October 4, 2024



Rendering - View of Public Promenade and Green Space along Route 35

# WATERWAYS AT NEPTUNE

New Mixed Use Development - Neptune, NJ

October 4, 2024



Rendering - View of Retail Terrace, Looking East



Rendering - View of Public Plaza, Restaurant, Retail, Outdoor Entertainment

# WATERWAYS AT NEPTUNE

New Mixed Use Development - Neptune, NJ

October 4, 2024



Rendering - View of Entry Via Shark River Boulevard

**WATERWAYS**  
AT NEPTUNE  
New Mixed Use Development - Neptune, NJ  
October 4, 2024



Rendering - View of Fishing Pier and Marina

**WATERWAYS**  
AT NEPTUNE  
New Mixed Use Development - Neptune, NJ  
October 4, 2024

# NEPTUNE TOWNSHIP REDEVELOPMENT PRE-SUBMISSION FORM

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## REQUEST FOR CONDITIONAL DESIGNATION AS REDEVELOPER

All Applicants to Neptune Township (the "Township") for conditional designation as a Redeveloper must complete the following form in its entirety and submit one (1) original plus six (6) copies and one (1) electronic copy via CD-ROM of the form including full sets of any and all required attachments, exhibits, site plans, drawings, disclosure forms, or other such documentation as may be required, to the Neptune Township Business Administrator, 25 Neptune Boulevard, Neptune, New Jersey 07753. The Township retains the right to reject any application or part thereof for any reason, in its sole discretion. All submissions made to the Township shall become property of the Township and shall not be returned to the Applicant, except as specifically stated otherwise herein. Applicants shall submit applications at their sole cost and expense.

### I. APPLICANT INFORMATION

Name: North Channel Redevelopment LLC

Address: (No P.O. Boxes) 36 Christopher Columbus Boulevard  
Jackson, New Jersey 08527

Telephone: 732-804-0902 Fax: 646-224-8380

Email: Tripbrooks@gmail.com

If the Applicant is a Corporation, LLC, or LLP, the names of all shareholders with an interest of ten percent (10%) or greater must be disclosed and attached hereto as **Exhibit A**, as applicable.

Also, provide a list of any judgments, liens on property, bankruptcies or other relevant materials and information regarding the Applicant and its financial qualifications. The Township reserves the right to conduct a background check of Applicant.

### II. SUBJECT PROPERTY / SITE INFORMATION

A. Site Identification. (If the Project Site consists of more than one property, please provide full descriptions of each property on separate sheets of paper.)

Block: 5608	Lot: 22	Address: 1501 Route 35
Block: 5606	Lot: 3-14	Address: South Concourse
Block: 5608	Lot: 21	Address: 302 South Concourse
Block: 5606	Lot: 2.	Address: 1401 Route 35

B. Site Dimensions: Irregular 551 x 897 Area (sq. ft.): 5.194 Acres

C. Redevelopment Area: North Channel Redevelopment Area

D. Description of any existing structure(s):

Block: 5608 Lot: 22 Address: 1501 Route 35 VACANT  
Block: 5606 Lot: 3-14 Address: South Concourse VACANT PARKING  
Block: 5608 Lot: 21 Address: 302 South Concourse 1 STORY WOOD AND  
METALSTRUCTURE  
Block: 5606 Lot: 2. Address: 1401 Route 35 1 STORY WOOD AND METAL  
STRUCTURE

E. Description of current use and indication whether a Relocation Plan will be necessary:

Block: 5608 Lot: 22 Address: 1501 Route 35 VACANT LOT  
Block: 5606 Lot: 3-14 Address: South Concourse VACANT PARKING  
Block: 5608 Lot: 21 Address: 302 South Concourse. RESTAURANT  
Block: 5606 Lot: 2. Address: 1401 Route 35 BAR AND RESTAURANT

NO RELOCATION PLAN WOULD BE REQUIRED

F. Description of any easements or encumbrances upon the Project Site:

**RELATIONSHIP OF APPLICANT TO THE PROJECT SITE**

Owner:

If the Owner is an entity, the names of all shareholders with an interest of ten percent (10%) or greater must be disclosed and attached hereto as **Exhibit A**.

Other (please specify):

North Channel Redevelopment LLC – A Joint Venture of all property owners

**APPLICANT PROFESSIONALS (as applicable)**

A. **Attorney:**

Jennifer S. Krimko / Ansell Law  
Address: 1500 Lawrence Avenue  
Ocean New Jersey 07712  
Telephone: 732-922-1000

Email: [jsk@ansellgrimm.com](mailto:jsk@ansellgrimm.com)

B. **Architect:**



MODE Architects

Address: 621 Lake Avenue, 3<sup>rd</sup> floor  
Asbury park New Jersey 07712

Telephone: 732-800-1958  
Email: Dzaneto@mode-arch.com

C. **Engineer:** \_\_\_\_\_  
Insite Engineering – Jason Fichter

Address: 1955 Route 34 Suite 1A  
Wall New Jersey 07719  
Telephone: \_732-531-7100

Email: Jason@insiteeng.net

D. **Planner:**  
Cofone Consulting Group LLC

Address: 125 Half Mile Road Suite 200  
Red Bank New Jersey 07701

Telephone: 732-933-2715

Email: ccofone@cofoneconsulting.com

### III. DESCRIPTION OF PROPOSED PROJECT

A. Proposed Use(s): Residential – commercial – retail - marina

B. Proposed Setbacks:  
Front \_\_\_\_\_ Side 1 \_\_\_\_\_ Side 2 \_\_\_\_\_ Rear Yard \_\_\_\_\_

C. Proposed Building(s):  
Bldg. Ht. (feet) 20' - 90' Bldg. Ht. (stories) 2-6  
Bldg. Ht. (feet) \_\_\_\_\_ Bldg. Ht. (stories) \_\_\_\_\_  
Bldg. Ht. (feet) \_\_\_\_\_ Bldg. Ht. (stories) \_\_\_\_\_

D. Proposed Lot Coverage: TBD

E. Proposed Number/Type of Residential Units and Unit Size Characteristics (w/  
breakdown of # of bedrooms):

Market Rate: 180

Affordable: 0

Low Income: 0

For Sale TBD Rental TBD

- F. Proposed Commercial/Office Area (sq. ft.):100 ROOM HOTEL
- G. Proposed Commercial/Retail Area (sq. ft.):APPROXIMATELY 24,000 SF
- H. Accessory Parking (# spaces and location) : 560
- I. Parking (# spaces/indicate public parking spaces also): \_\_\_\_\_
- J. Proposed Schedule for Construction (Commence/Complete): 24-36 MONTHS FROM APPROVALS
- K. Landscaping/Streetscaping: MULTIPLE PLAZA'S – BOARDWALK – PROMENADE - GREENSPACE
- L. Stormwater Management: AS REQUIRED
- M. Green Initiatives: \_\_\_\_\_

**IV. PUBLIC BENEFITS AND AMENITIES**

- A. Open Space:  
MULTIPLE PLAZA'S – BOARDWALK – PROMENADE - GREENSPACE
- B. Public Space: MULTIPLE PLAZA'S – BOARDWALK – PROMENADE - GREENSPACE
- C. Jobs Created: 250 PLUS CONSTRUCTION 100 PLUS PERMANENT

**V. REQUIRED SUBMISSIONS**

1. Description of Applicant Qualifications.
  - a. List of prior experience – Please see attached prior projects.
  - b. References – Please see attached prior projects.
  - c. Description of project team members and qualifications – Trip Brooks 36 yrs of development experience as set out in the attached prior project list. In addition Paramount Realty is also a qualified developer and a JV Partner.
  - d. Demonstration of financial qualifications –All properties are owned by the individual JV members. A more detailed demonstration will be discussed with Neptune Township and provided as per the redeveloper agreement.
  - e. Russia-Belarus Certification
2. Description of Project [Note: Applicant should review the Redevelopment Plan and any additional guidance on the content of relevant materials and information regarding the proposed project to be submitted].
  - a. Use
  - b. Building number and size

- c. Parking Spaces and location
  - d. Estimated number of residents and employees/generation of jobs
  - e. Public benefits and amenities, such as open space
  - f. Description of any green infrastructure and LEED components
  - g. Method for addressing any affordable housing requirements
  - h. Proposed method of financing
3. Project Site Survey [Note: Show spot elevations/utilities].
  4. Architectural Plans and Drawings.
    - a. Site Plan
    - b. Elevations
    - c. Location map within Redevelopment Area
  5. Proposed Schedule for Construction [Commencement and Completion].
  6. Description of any proposed amendments to the Redevelopment Plan and the reasons therefore [Please note that designation of an Applicant as a redeveloper shall not be deemed to be an approval of any requested amendments to a Redevelopment Plan]. Numerous changes will need to be negotiated with the governing body and any outlined here would be presumptuous to the needed dialogue.
  7. Application Fee [Check for \$10,000.00, payable to Township of Neptune].

The Application Fee will be utilized by the Township to satisfy any reasonable professional fees or costs it incurs in connection with the review of the Pre-Submission Form and the submissions provided therewith, including but not limited to, the Architectural Plans and Drawings. The Township may further incur professional fees as a result of any initial compliance review of said plans as against the applicable Redevelopment Plan. The funds comprising the Application Fee will be held in a separate account and periodically drawn down upon by the Township accordingly. In the event that the Township and the Applicant are unable to negotiate and enter into a Conditional Designation and Interim Cost Agreement<sup>1</sup>, any remaining portion of the Application Fee, once all fees and costs have been satisfied, will be promptly returned to the Applicant. A copy of all invoices for such costs and fees shall be made available to the Applicant on request.

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<sup>1</sup> As a precursor to any Redevelopment Agreement, a Conditional Designation and Interim Cost Agreement ("Conditional Agreement") will be required. The Conditional Agreement would conditionally designate the Applicant as the redeveloper of the Project Site and provide for the establishment of an escrow, from which the fees and costs incurred by the Township in connection with the proposal and negotiation of a Redevelopment Agreement would be paid.

I (we) hereby submit this Pre-Submission Form and represent that all information contained herein is accurate to the best of our information.

  
\_\_\_\_\_

MEMBER  
\_\_\_\_\_

TITLE

Date: 12-11-2024

## EXHIBIT A

### STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

**X** I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership                       Corporation                       Sole Proprietorship  
 Limited Partnership              **X** Limited Liability Corporation               Limited Liability Partnership  
 Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

#### NAME, ADDRESS, CLASS AND NUMBER OF UNITS, PERCENTAGE OF OWNERSHIP, AND CAPITAL CONTRIBUTIONS OF EACH OF THE MEMBERS

MEMBER	ADDRESS	PERCENTAGE OF OWNERSHIP
IPG AT WATERWAYS LLC	36 Christopher Columbus Boulevard, Jackson, NJ 08527	20.7%
ZEKARIA FAMILY LTD PARTNERSHIP	1195 Route 70, Suite 2000, Lakewood, NJ 08701	52.8%
NEW YORK CONCOURSE LLC	1401 Route 35, Neptune, NJ 07753	26.5%
<b>Totals</b>		<b>100%</b>



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES  
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

CONTRACT / BID SOLICITATION TITLE North Channel Redevelopment  
CONTRACT / BID SOLICITATION No. #1

**CHECK THE APPROPRIATE BOX**



I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,<sup>1</sup> section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

**OR**



I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Description of Prohibited Activity**

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

*Attach Additional Sheets If Necessary.*

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

[Signature]  
Signature of Authorized Representative

3/4/2024  
Date

TRIP BROOKS  
Print Name and Title of Authorized Representative

North Channel Redevelopment LLC  
Vendor Name

<sup>1</sup> Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 25-091**

**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>
Joyce Bradley	Municipal Alliance	Member	1/10/2025	1/10/2025

**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 25-092**

**CONFIRM ACTION OF THE BUSINESS ADMINISTRATOR TO SUSPEND EMPLOYEE**

BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby confirms the action of the Business Administrator to suspend Louis Anderson, for a period of thirty (30) days without pay from January 14, 2025 through February 14, 2025; and,

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



**TOWNSHIP OF NEPTUNE**

**RESOLUTION 25-093**

**AUTHORIZE AND APPOINT MEMBERS TO A PERSONNEL SUBCOMMITTEE FOR THE GOVERNING BODY**

**WHEREAS**, the governing body of the Township of Neptune desires to create a 2025 Personnel Subcommittee, with representatives from the governing body participating with liaisons to the various departments; and,

**WHEREAS**, Committeepersons appointed to said Subcommittee shall serve in an advisory capacity and report back to the governing body as a liaison on personnel matters and make recommendations for improvements as stated more fully below; and,

**WHEREAS**, each Subcommittee, to the extent limited by State Statute and Law, may also serve as a screening committee for personnel matters that need to be decided by the entire governing body.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Neptune that the governing body hereby authorizes a 2025 Personnel Subcommittee, and members as follows:

- Committee Liaison to the Department
- Mayor, Robert Lane, Jr. OR Deputy Mayor Kevin McMillan (provided that no more than two elected officials attend any meeting of the Subcommittee)
- Stephanie Oppegaard, Human Resources Director
- Gina M. LaPlaca, Business Administrator
- Appropriate Department Head

**BE IT FURTHER RESOLVED**, that the duties and powers of the Committeepersons on the Personnel Subcommittee shall be as follows:

1. All Committeepersons shall be subject to N.J.S.A. 40A:63-1 *et seq.*, as amended.
2. Committeepersons shall investigate any activity relevant to the Subcommittee.
3. Committeepersons may participate and report back to the governing body on all interviews, hiring and promotion and discipline actions of the department heads or members of management under the jurisdiction of the Subcommittee.
4. Committeepersons shall serve as liaison for communications between the departments under the jurisdiction of the Subcommittee and the governing body.
5. All actions of Committeepersons are subject not only to N.J.S.A. 40A:63-1, but all other NJ Statutes, ordinances and contracts of the Township of Neptune.

**TOWNSHIP OF NEPTUNE  
RESOLUTION 25-094**

**AUTHORIZING THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE TO EXECUTE  
CLOSEOUT WITH FIORE PAVING CO., INC. FOR “BERT WILLIS PARK PICKLEBALL COURTS”**

**WHEREAS**, on May 13, 2024, the Township Committee adopted Resolution 24-240 which awarded a bid to Fiore Paving Company in the amount of \$121,070.00 in connection with Bert Willis Park Pickleball Courts Contract, and;

**WHEREAS**, On December 20, 2024, Change Order #1 and final was authorized by resolution 24-489, and;

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

**WHEREAS**, The Township Engineer has advised that the project has been completed in accordance with the approved plans and specifications including all previously issued punch list items and final inspections, and:

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

1. Change Order #1 and final which increases the contract amount by \$764.00 for the contract between the Township of Neptune and Fiore Paving Co. be executed thereby increasing the new total contract price for the project to \$121,834.00.
2. The project was completed in accordance with the approved plans and specifications including all previously issued punch list items and final inspection. The performance bond submitted in connection with this project is authorized to be released upon acceptance of the Maintenance Bond which should be for 15% of the final contract amount.
3. All Township officials, including, but not limited to, the Mayor, Business Administrator, Engineer, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 27, 2025



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**  
Ord 22-30 2022 Road Program

**Account Number**  
04-215-55-916-020

---

Michael Bascom, Chief Financial Officer

---

Date

**TOWNSHIP OF NEPTUNE  
RESOLUTION 25-095**

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

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

<b>Board</b>	<b>Position</b>	<b>Term</b>	<b>Appointment</b>	<b>Expiration</b>	<b>Name</b>
Wesley Lake Commission	At Large Resident	3 Year	1/1/2025	12/31/2027	

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

<b>Board</b>	<b>Position</b>	<b>Term</b>	<b>Appointment</b>	<b>Expiration</b>	<b>Name</b>
Wesley Lake Commission	Township Committee Member Representative	3 Year	1/1/2025	12/31/2027	Kevin McMillan
Wesley Lake Commission	Business Administrator's Representative	3 Year	1/1/2025	12/31/2027	Dr. James Brown
Wesley Lake Commission	Engineer or Public Works Director Representative	3 Year	1/1/2025	12/31/2027	Melvin Fitzpatrick
Wesley Lake Commission	At Large Resident	3 Year	1/1/2025	12/31/2027	Keith Fiori
Wesley Lake Commission	At Large Resident	3 Year	1/1/2025	12/31/2027	
Wesley Lake Commission	At Large Resident	3 Year	1/1/2025	12/31/2027	Gary Iott

TOWNSHIP OF NEPTUNE

RESOLUTION 24-096

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE APPOINTING MEMBERS TO THE OCEAN GROVE SEWERAGE AUTHORITY

WHEREAS, the following members are being appointed to the Ocean Grove Sewerage Authority:

Board	Position	Term	Appointment	Expiration	Previous appointment
Ocean Grove Township Sewerage Authority	Member <i>Unexpired term of Joel Popkin</i>	5 Year	1/28/2025	01/31/2029	Joel Popkin
Ocean Grove Township Sewerage Authority	Member	5 Year	2/1/2025	01/31/2030	Wendel Thomas

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

Board	Position	Term	Appointment	Expiration	Name
Ocean Grove Township Sewerage Authority	Member	5 Year	2/1/2023	01/31/2028	Denise Liguori
Ocean Grove Township Sewerage Authority	Member	5 Year	2/1/2024	01/31/2029	Joel Popkin
Ocean Grove Township Sewerage Authority	Member	5 Year	2/1/2020	01/31/2025	Wendel Thomas
Ocean Grove Township Sewerage Authority	Member	5 Year	2/1/2021	01/31/2026	Richard Freundlich
Ocean Grove Township Sewerage Authority	Member	5 Year	2/1/2022	01/31/2027	Barbara Burns

**TOWNSHIP OF NEPTUNE**

**RESOLUTION 25-097**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE APPOINTING MEMBERS TO THE NEPTUNE TOWNSHIP SEWERAGE AUTHORITY**

**WHEREAS**, the following members are being appointed to the Neptune Township Sewerage Authority:

<b>Board</b>	<b>Position</b>	<b>Term</b>	<b>Appointment</b>	<b>Expiration</b>	<b>Name</b>
Neptune Township Sewerage Authority	Member	5 Year	2/1/2025	01/31/2030	William Jones

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

<b>Board</b>	<b>Position</b>	<b>Term</b>	<b>Appointment</b>	<b>Expiration</b>	<b>Name</b>
Neptune Township Sewerage Authority	Member	5 Year	2/1/2023	01/31/2028	Harry Devine
Neptune Township Sewerage Authority	Member	5 Year	2/1/2024	01/31/2029	James Manning, Jr
Neptune Township Sewerage Authority	Member	5 Year	2/1/2025	01/31/2030	William Jones
Neptune Township Sewerage Authority	Member	5 Year	2/1/2021	01/31/2026	James Mowczan
Neptune Township Sewerage Authority	Member	5 Year	2/1/2022	01/31/2027	Linda Johnson

**TOWNSHIP OF NEPTUNE**

**RESOLUTION #25-098**

**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:

**January 27, 2025**

**BILL LIST**

Current Fund	\$1,281,235.65
Grant Fund	\$5,299.15
Trust Other	\$2,220.80
General Capital	\$4,856.58
Sewer Operating Fund	\$2,746.21
Sewer Capital Fund	\$122,339.28
Marina Operating Fund	\$2,053.10
Marina Capital Fund	\$0.00
Dog Trust	\$7,125.00
Library Trust	\$0.00
Payroll Fund	\$0.00
<b>Bill List Total</b>	<b>\$1,427,875.77</b>

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

**TOWNSHIP OF NEPTUNE  
RESOLUTION 25-099**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE  
AUTHORIZING PROFESSIONAL PUBLIC RELATIONS AND MARKETING SERVICES**

**WHEREAS**, there exists the need for the services of various professionals for the Township of Neptune for the year 2025; and,

**WHEREAS**, pursuant to N.J.S.A. 19:44a-1, et seq, the Township accepted Requests for Proposals for said position on December 19, 2024; and,

**WHEREAS**, the Local Public Contracts law, N.J.S.A. 40A:11-1 et seq requires that a resolution of appointment for professional services be publicly advertised; and,

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

1. The Mayor and Township Clerk be and are hereby authorized and directed to engage the services of:

<b>Term</b>	<b>Position</b>	<b>Professional</b>	<b>Price Range</b>
1 Year	Public Relations and Marketing		

2. These appointments are being made without competitive bidding because they involve members of recognized professions licensed and regulated by law and are, therefore, specifically exempt pursuant to N.J.S.A. 40:11-5.
3. A copy of this resolution shall be published in the Coaster newspaper as required by law within ten (10) days of its passage.
4. That all Township officials including, but not limited to, the Mayor, Business Administrator, Chief Financial Officer and the Municipal Clerk, are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.

**TOWNSHIP OF NEPTUNE  
RESOLUTION 25-100**

**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,

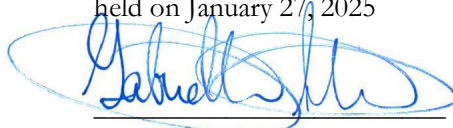
**WHEREAS**, the Human Resources Director in consultation with the Township Administrator and the Department Heads involved have recommended the appointments of the following individuals; and,

**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>
-------------	-------------------	-----------------	---------------	---------------------------

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on January 27, 2025



Gabriella Siboni  
Township Clerk

**Certification of Funds**

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

**Account Name**

**Account Number**

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

\_\_\_\_\_  
Date