

TOWNSHIP COMMITTEE WORKSHOP MEETING – OCTOBER 10, 2019 – 6:00 P.M.

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

ROLL CALL

PRESENT/ABSENT

Dr. Michael Brantley  
Robert Lane, Jr.  
Kevin B. McMillan  
Nicholas Williams  
Carol Rizzo

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

Also present: Vito D. Gadaleta, Business Administrator; Gene Anthony, Township Attorney; and Richard J. Cuttrell, Municipal Clerk.

Mayor Rizzo 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 3, 2019, posting the notice on the Board in the Municipal Complex, and filing a copy of said notice with the Municipal Clerk.

ITEMS FOR DISCUSSION IN OPEN SESSION

1. Review Committee calendars.

Res. # 19-354 – Authorize an Executive Session as authorized by the Open Public Meetings Act.

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

Vote: Brantley, \_\_\_\_\_; Lane, \_\_\_\_\_; McMillan, \_\_\_\_\_; Williams, \_\_\_\_\_; Rizzo, \_\_\_\_\_.

RESOLUTION #19-354 – 10/10/19

AUTHORIZE AN EXECUTIVE SESSION AS AUTHORIZED BY  
THE OPEN PUBLIC MEETINGS ACT

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

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

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

1. The Public shall be excluded from discussion of and action upon the hereinafter specified subject matters.

2. The general nature of the subject matter to be discussed is as follows:

Personnel - Vacancies on citizen boards

Contract negotiations – 2020 Requests for Proposals for various professionals

Litigation – 756 Holdings v. Board of Adjustment

Personnel – Board of Adjustment membership

3. It is anticipated at this time that the above stated subject matters will be made public when matters are resolved.

4. This Resolution shall take effect immediately.

**TOWNSHIP COMMITTEE MEETING – OCTOBER 10, 2019 – 7:00 P.M.**

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

**ROLL CALL**

**PRESENT/ABSENT**

Dr. Michael Brantley  
Robert Lane, Jr.  
Kevin B. McMillan  
Nicholas Williams  
Carol Rizzo

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

Also present at the dais: Gene Anthony, Township Attorney; Vito D. Gadaleta, Business Administrator; and Richard J. Cuttrel, Municipal Clerk.

Silent Prayer and Flag Salute

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

Mayor Rizzo 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 3, 2019 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, resolutions and ordinances are posted online at [www.neptunetownship.org](http://www.neptunetownship.org).

**APPROVAL OF MINUTES**

Motion offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve the minutes of the meeting held on September 23rd.

**PROCLAMATION - CURFEW**

The Mayor will announce a proclamation extending curfew hours for minors on October 30<sup>th</sup> and October 31<sup>st</sup>. All persons under the age of 18 must be off public streets and places between 9:00pm and 4:00am unless accompanied by an adult.

**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 the status of capital projects and on matters of general interest.

**PUBLIC COMMENTS ON RESOLUTIONS**

Public comments regarding resolutions presented on this agenda only. The public will be permitted one visit to the microphone with a limit of five minutes.

**ORDINANCES** - For each ordinance with a public hearing, the public is permitted one visit to the microphone with a limit of five minutes.

**ORDINANCE NO. 19-33** – An ordinance to amend Volume I, Chapter VII of the Code of the Township of Neptune by adding resident only handicapped parking zones on Main Avenue and Stockton Avenue and removing a resident only handicapped parking zone on Embury Avenue - Final Reading

*Explanatory Statement: This ordinance authorizes a resident only handicapped parking zone in front of 35 Main Avenue and 132 Stockton Avenue and the removal of an existing resident only handicapped parking zone in front of 44 Embury Avenue.*

Public Hearing:

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Brantley, \_\_\_\_\_; Lane, \_\_\_\_\_; McMillan, \_\_\_\_\_; Williams, \_\_\_\_\_; Rizzo, \_\_\_\_\_.

**ORDINANCE NO. 19-34** – An ordinance authorizing the execution of a Public Access Easement Agreement with OG North End Development, LLC, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq - Final Reading

*Explanatory Statement: This ordinance authorizes the execution of a Public Access Easement Agreement with OG North End Development, LLC to set forth the terms and conditions for public access to open space, such as the waterfront promenade, pedestrian plaza and view corridors, within the North End Redevelopment Project.*

Public Hearing:

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Brantley, \_\_\_\_\_; Lane, \_\_\_\_\_; McMillan, \_\_\_\_\_; Williams, \_\_\_\_\_; Rizzo, \_\_\_\_\_.

**ORDINANCE NO. 19-35** – An ordinance amending Volume I, Chapter IV, Section 4-33 of the Code of the Township of Neptune entitled "Business and Licensing Regulations concerning granting of Revocable License Agreements" - First Reading

*Explanatory Statement: This ordinance amends the Revocable License Agreement ordinance to provide for a process of assignment of an existing Revocable License Agreement to a new property owner.*

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Brantley, \_\_\_\_\_; Lane, \_\_\_\_\_; McMillan, \_\_\_\_\_; Williams, \_\_\_\_\_; Rizzo, \_\_\_\_\_.

The Public Hearing on Ordinance 19-35 will be held on Monday, October 28, 2019.

### **CONSENT AGENDA**

Res. #19-355 – Appoint Economic Development Corporation Secretary.

Res. #19-356 – Release all surety bonds and developers escrow for improvements at 112 Robin Road.

Res. #19-357 – Grant unpaid leave of absence to employee under the Family Medical Leave Act.

Res. #19-358 – Authorize Consent Order with Evelyn Stumpf, John Wherle and Stumpy's Sales and Service in the lawsuit before the Superior Court of New Jersey, Chancery Division, Monmouth County, Docket No. C-125-16.

Res. #19-359 – Rescind appointment of School Crossing Guard.

Res. #19-360 – Extend offer of employment for seasonal/on-call Drivers in the Department of Public Works for snow plowing.

Res. #19-361 – Employ temporary part-time Attendant for the Adult Basketball Recreation Program.

Res. #19-362 – Place lien on 45 Ridge Avenue.

Res. #19-363 – Amend Standard Operating Procedure for promotion in the Neptune Township Police Department adopted by the Township Committee on December 11, 2017.

Res. #19-364 – Authorize execution of a Hold Harmless Agreement with the Township of Neptune Sewerage Authority and the Township of Neptune Board of Education concerning access and use of the Summerwoods Trail property and easement.

**CONSENT AGENDA** Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Brantley, \_\_\_\_\_; Lane, \_\_\_\_\_; McMillan, \_\_\_\_\_; Williams, \_\_\_\_\_; Rizzo, \_\_\_\_\_.

Res. #19-365 – Authorize execution of agreements to designate Affordable Housing Alliance as the Township's Affordable Housing Administrative Agent and to provide for the administration of the Township's Housing Rehabilitation Program.

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Brantley, \_\_\_\_\_; Lane, \_\_\_\_\_; McMillan, \_\_\_\_\_; Williams, \_\_\_\_\_; Rizzo, \_\_\_\_\_.

Res. #19-366 – Award bid for mobile boat hoist.

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Brantley, \_\_\_\_\_; Lane, \_\_\_\_\_; McMillan, \_\_\_\_\_; Williams, \_\_\_\_\_; Rizzo, \_\_\_\_\_.

Res. #19-367 – Authorize additional architectural services in connection with Public Works Facility renovations.

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Brantley, \_\_\_\_\_; Lane, \_\_\_\_\_; McMillan, \_\_\_\_\_; Williams, \_\_\_\_\_; Rizzo, \_\_\_\_\_.

Res. #19-368 – Authorize the payment of bills.

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Brantley, \_\_\_\_\_; Lane, \_\_\_\_\_; McMillan, \_\_\_\_\_; Williams, \_\_\_\_\_; Rizzo, \_\_\_\_\_.

Res. #19-369 – Authorize a person-to-person/place-to-place transfer of the plenary retail consumption license presently issued to East Coast Cookery, LLC to Chatham 1100 Liquor, LLC at 3548 Route 66.

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Vote: Brantley, \_\_\_\_\_; Lane, \_\_\_\_\_; McMillan, \_\_\_\_\_; Williams, \_\_\_\_\_; Rizzo, \_\_\_\_\_.

**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**

ORDINANCE NO. 19-33

AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY ADDING RESIDENT ONLY HANDICAPPED PARKING ZONES ON MAIN AVENUE AND STOCKTON AVENUE AND REMOVING A RESIDENT ONLY HANDICAPPED PARKING ZONE ON EMBURY AVENUE

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 adding the following:

<u>Name of Street</u>	<u>No. of Spaces</u>	<u>Location</u>
Main Avenue	1	North side of Main Avenue beginning 122 feet east of the northeast intersection of Main Avenue and Central Avenue
Stockton Avenue	1	South side of Stockton Avenue beginning 75 feet east of the southeast intersection of Stockton Avenue and Benson Avenue

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>
Embury Avenue	1	South side of Embury Avenue beginning 50 feet west of the southwest intersection of Embury Avenue and Central Avenue

SECTION 3

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

APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

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Richard J. Cuttrell,  
Municipal Clerk

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Carol Rizzo,  
Mayor

ORDINANCE NO. 19-34

AN ORDINANCE AUTHORIZING THE EXECUTION OF A PUBLIC ACCESS EASEMENT AGREEMENT WITH OG NORTH END DEVELOPMENT, LLC, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, ET SEQ.

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

WHEREAS, by Resolution #19-335 adopted on September 9, 2019, the Township Committee of the Township of Neptune authorized the execution of a Redevelopment Agreement with OG North End Development, LLC ("OGNED" or "Redeveloper") in order to facilitate the redevelopment of the North End Redevelopment Area (the "Area") in accordance with the Ocean Grove North End Redevelopment Plan (the "Plan"); and

WHEREAS, the Redevelopment Agreement call for the implementation of a mixed use redevelopment project (the "Project") comprising, *inter alia*, two (2) buildings, the first of which will include a new, iconic Victorian boutique hotel containing no more than forty (40) rooms, a residential condominium building, and boardwalk retail; a second building which will contain no more than nine (9) condominium units; and (10) single family homes; additionally, no more than twenty (20) surface parking spaces, and no less than one hundred and forty (140) parking spaces within a subterranean parking structure will be provided; and

WHEREAS, the Project also calls for the creation or improvement of certain public open space such as a Waterfront Promenade and a Pedestrian Plaza and other such areas upon the Project Site, as well as the preservation of certain View Corridors along Spray Avenue through to Wesley Lake, all as those terms are defined in the Redevelopment Agreement and which are as depicted generally on the Open Space Plan annexed to the Public Access Easement Agreement attached hereto as Attachment A (collectively, and as further defined in the Redevelopment Agreement, the "Public Access Areas") all in accordance with, *inter alia*, the Redevelopment Plan and the terms and conditions of the Redevelopment Agreement (the "Project"); and

WHEREAS, as part of the Project, the Redeveloper agrees to develop and maintain in perpetuity the Public Access Areas, subject to the terms in the Redevelopment Agreement and the Public Access Easement Agreement, as that term is defined herein and in the Redevelopment Agreement; and

WHEREAS, in order to memorialize the terms of the development and maintenance of the Public Access Areas, as well as the public's utilization of the Public Access Areas, the Township and the Redeveloper (collectively, the "Parties") desire to enter into a Public Access Easement Agreement in substantially the form attached hereto, for the purpose of setting forth in greater detail the Parties' respective rights and obligations in connection with the Public Access Areas; and



WHEREAS, the Redevelopment Agreement provides that the Public Access Easement Agreement shall be executed by and between the Parties, subject to the adoption of any requisite legislation by the Township Committee and is intended by the Parties to become effective upon the full implementation of the improvements comprising the Public Access Areas; and

WHEREAS, as further set forth in the Public Access Easement Agreement, once the Public Access Easement Agreement is executed, it shall be held in escrow pursuant to the terms of the Escrow Agreement for the Public Access Easement Agreement (the "Escrow Agreement"), which document the Mayor was previously authorized to execute subject to certain conditions, as set forth in Resolution #19-335; and

WHEREAS, once the Project has been completed, a legal description of the as-built Public Access Areas shall be prepared by Redeveloper and attached to the Public Access Easement Agreement, which shall then be recorded by Redeveloper, at Redeveloper's expense, and a recorded copy provided to the Township.

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

1. The Mayor or her designee is hereby authorized and directed to execute a Public Access Easement Agreement between the Township of Neptune and OG North End Development, LLC ("OGNED") in substantially the form attached hereto as Attachment A, the execution of which and the authority to do so is expressly conditioned upon the Township's execution of the Redevelopment Agreement as set forth in Resolution #19-335.
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 Ordinance.
3. This Ordinance shall be effective upon publication as provided by law.

APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

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Richard J. Cuttrell,  
Municipal Clerk

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Carol Rizzo,  
Mayor

Attachment A (to Ordinance)  
Form of Public Access Easement Agreement

Record and Return to:  
Joanne Vos, Esq.  
Maraziti Falcon, LLP  
150 John F. Kennedy Parkway  
Short Hills, New Jersey 07078

Prepared By:

\_\_\_\_\_  
Joanne Vos, Esq.

## PUBLIC ACCESS EASEMENT AGREEMENT

**THIS PUBLIC ACCESS EASEMENT AGREEMENT** ("Public Access Agreement") is made on this \_\_\_ day of \_\_\_\_\_, 2019, by and between:

**OG NORTH END DEVELOPMENT, LLC**, a New Jersey limited liability company, having an address at 801 Main Street, Belmar, New Jersey 07719 (hereinafter referred to as "Grantor" or "Redeveloper" or "OGNED"), including its successors and assigns, unless expressly stated otherwise; and

**THE TOWNSHIP OF NEPTUNE**, a New Jersey municipal corporation, with government offices located at 25 Neptune Boulevard, Neptune, New Jersey 07753 (hereinafter referred to as "Grantee" or "Township") (collectively, the Grantor and Grantee shall be referred to as the "Parties").

### WITNESSETH:

**WHEREAS (#1)**, Block 1.01, Lots 3 and 4, and a portion of Lot 2, (the "Project Site"), as currently shown on the Official Tax Map of the Township of Neptune, County of Monmouth, State of New Jersey, lies within an area that has been determined, by Resolution No. 07-310, adopted June 11, 2007 by the Neptune Township Committee, to be "in need of redevelopment" in accordance with the provisions of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, *et seq.*); and

**WHEREAS (#2)**, the Township Committee of the Township of Neptune (the "Township Committee"), by Ordinance, subsequently adopted the Ocean Grove North End Redevelopment Plan (the "Redevelopment Plan"), which is applicable to the Project Site; and

**WHEREAS (#3)**, Redeveloper is the ground lessee, by way of a long-term lease (the "Ground Lease") with the Ocean Grove Camp Meeting Association (the "Owner"), of the Project Site; and

**WHEREAS (#4)**, the Township and Redeveloper have entered into that certain Redevelopment Agreement (the "Redevelopment Agreement"), a fully executed copy of which is on file at the Town Hall, which memorializes the terms and conditions by which Redeveloper will implement and carry out a redevelopment project involving the construction of a Hotel, Residential Condominiums, Single Family Homes and Retail establishments, among other components, in accordance with the Redevelopment Plan (hereinafter, the "Project"); and

**WHEREAS (#5)**, the Redevelopment Agreement includes the provision of certain easements upon the Project Site by the Grantor to the Township, for the benefit of the public, subject to all applicable laws, rules, regulations and ordinances (collectively, "Applicable Laws") and the terms and conditions herein, in order to facilitate the public's access to and enjoyment of Wesley Lake and the Waterfront Promenade, as such terms are defined in the Redevelopment Agreement and/or are delineated or depicted on the Open Space Plan attached hereto as **Attachment A**, (collectively and together with any other spaces within the Project Site that are so depicted as public access areas on the Open Space Plan, referred to herein as the "Public Access Areas" or the "Public Access Easement Areas"); and

**WHEREAS (#6)**, additionally, an unobstructed pathway to afford a view through the Project Site to Wesley Lake from Spray Avenue as same is depicted on **Attachment A** (the "View Corridor" or the "View Corridor Easement Area") shall be preserved as a conservation easement in perpetuity (collectively, the Public Access Areas and the View Corridor shall be referred to as the "Easement Areas").

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises, covenants and conditions hereinafter contained, Grantor, including its successors and assigns forever, does hereby grant and convey to Grantee, its successors and assigns forever, and Grantee does hereby accept, the easements set forth herein on the terms and conditions herein contained.

## GENERAL PROVISIONS

1. **Grantor Parties.** The Parties acknowledge and agree that all of Grantor's affirmative obligations herein shall be binding upon OGNED, as the Redeveloper of the Project Site, as well as any of OGNED's successors in interest and assigns which may ultimately operate and/or own/occupy the Project Site or any portion thereof, as the case may be ("Successors"). The obligations herein shall run with the land and shall survive the conveyance or transfer of the Owner's and/or OGNED's interest in the Project Site or any portion thereof to a Successor, as well as the issuance of any Certificate of Completion for the Project. Once OGNED's affirmative obligations hereunder are expressly assumed by its Successors, as set forth herein and in, *inter alia*, the Redevelopment Agreement (see "Form of Ownership and Maintenance of Common Elements" and also "Covenants That Shall Expressly Survive Certificate of Completion"), as evidenced by the Township's receipt of a recorded Condominium Master Deed (the "Assumption"), OGNED shall no longer be responsible for same and the Grantee shall be deemed to have released and discharged OGNED accordingly, except as may be expressly stated otherwise.

2. **Indemnification.** Grantor shall indemnify, defend and hold harmless Grantee, and Grantee's members, officers, agents, contractors and other representatives from and against any and all liability, lawsuits, claims, damages, losses, costs and expenses including, without limitation, reasonable attorneys' fees, court costs and legal expenses ("Claims") arising out of, relating to or resulting from the negligent, reckless or intentional act or omission of Grantor or Grantor's members, officers, agents, contractors and other representatives, in the maintenance, repair, construction or reconstruction of any improvements within or upon, or any other act undertaken with respect to, the Easement Areas, but only to the extent that the Grantee's negligent, reckless or intentional act or omission did not cause the Claims. OGNED's obligation to so indemnify Grantee shall survive the Assumption only to the extent that the Claims first arose during OGNED's operation and/or ownership/occupancy of the Project Site.

3. **Insurance.** In furtherance of the Grantor's obligations set forth in Paragraph 2 above regarding Indemnification, promptly upon the Assumption, Grantor shall provide insurance for

Grantee's benefit in accordance and compliance with the terms and conditions set forth on **Attachment B**.

4. **Notices**. All notices or other communications required to be given under this Public Access Agreement shall be given in writing and delivered personally or mailed by certified or registered mail, postage prepaid, or by a respectable priority delivery service such as Federal Express or UPS, addressed to the address first set forth above. The foregoing addresses may be changed or supplemented by written notice given as provided herein. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail; if sent by priority delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery.

5. **Binding Effect**. The terms, covenants and conditions herein contained shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, except as may be otherwise expressly stated herein.

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

7. **No Other Agreements**. This Public Access Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, except as otherwise stated herein. This Public Access Agreement shall not be modified or terminated except by a written instrument signed and authorized by both Grantor and Grantee.

8. **Execution/Effective Date**. As set forth in the Redevelopment Agreement, this Public Access Agreement shall be executed in recordable form simultaneously with the execution of the Redevelopment Agreement and held in escrow according to the terms of an Escrow Agreement therefore to become effective upon implementation of the improvements comprising the Public Access Areas at which time a legal description of the as-built Public Access Areas shall be prepared and attached as **Attachment A(1)**.

9. **Recording.** This Public Access Agreement shall, upon the preparation and attachment of a legal description of the as-built Public Access Areas, be promptly recorded by OGNED at no cost to Grantee in the Office of the Monmouth County Register and, upon being recorded, a recorded copy shall be promptly delivered by Grantee to Grantor at no cost to Grantee.

10. **Miscellaneous.** If any provision of this Public Access Agreement is found to be invalid or unenforceable, the remainder of this Public Access Agreement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Public Access Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

11. **Modification.** This Public Access Agreement is not subject to any collateral conditions or any conditions precedent, and as further stated herein, cannot be modified or amended in any manner other than by written agreement executed and authorized by the Parties hereto. In furtherance of same, the Parties acknowledge and agree that, as further set forth in the Redevelopment Agreement and in this Public Access Agreement, **Attachment A** hereto shall be modified and supplemented only with a metes and bounds description of each of the Public Access Areas, as well as a metes and bounds description of the Pedestrian Plaza to be appended as **Attachment A(1)**, promptly upon completion of the construction of the Project, without the necessity for any further authorizing legislation of the Township unless otherwise prohibited by applicable laws. Said modification (i.e. only the supplementation of **Attachment A** and the addition of **Attachment A(1)** with metes and bounds descriptions) shall be undertaken by the Grantor upon and pursuant to the Township's receipt, review and approval (by the Township Engineer) of said metes and bounds descriptions. Grantor shall thereafter promptly provide Grantee with a copy of the recorded Public Access Agreement, as modified, at no cost to Grantee.

#### **EASEMENT FOR PUBLIC ACCESS AREAS**

12. **Grant of Public Access Easements.** Grantor grants to Grantee, and Grantee accepts from Grantor, a non-exclusive right of way and easement over, upon and across the Public Access Areas within the Project Site for the purposes of providing the public with certain open air gathering

places and access to and egress from the waterfront of Wesley Lake, respectively. The Public Access Areas are depicted on **Attachment A** attached hereto and made a part hereof.

13. **Construction.** The Grantor, at its sole cost and expense, shall complete the construction of the Project in accordance with the Redevelopment Plan, Redevelopment Agreement and all Governmental Approvals, including that of the Planning Board of the Township of Neptune.

14. **Ongoing Maintenance of the Public Access Areas.** Grantor, at Grantor's sole cost and expense, shall maintain the Public Access Areas, including with regard to snow, ice and leaf removal and all other necessary maintenance. The Public Access Areas shall be kept in a safe, clean condition, free of trash and debris and regularly and appropriately maintained by Grantor, at no cost to the Grantee, and same shall be set forth in the Common Element Maintenance Plan as more specifically detailed in the Redevelopment Agreement. The Grantor acknowledges and agrees that the requirements hereunder to maintain the Public Access Areas in a safe, clean condition, free of trash and debris at no cost to the Grantee comprise covenants that shall run with the land and expressly survive the issuance of a Certificate of Completion. As further set forth Paragraph 1 hereof regarding Grantor Parties, upon the Assumption, OGNED shall no longer be responsible for the maintenance of any Public Access Areas.

15. **Reservation of Rights by Grantor.** Grantor shall also have the right to use, occupy and enjoy the surface of, the subsurface under, and the air space over the Public Access Areas for any lawful purpose which does not unreasonably or materially interfere with or unreasonably or materially threaten the safe, proper or convenient use, occupancy or enjoyment of the Public Access Areas by the public. Additionally, the Parties acknowledge and agree that the public's access to and utilization of the Public Access Areas shall be subject to the Code of Conduct attached hereto as **Attachment C** and to applicable laws.

a. **Hours:** Except with regard to the Waterfront Promenade, which the Parties agree shall comprise dedicated public open space to which the public shall have continuous, uninterrupted access, twenty-four hours per day, every day, Grantor shall promulgate and post



designated hours about the Project Site during which the public may access the other Public Access Areas, with such hours of closure being no more or longer than dusk to dawn, daily.

b. Rules and Regulations, Generally: In addition to the Code of Conduct, Grantor may promulgate other reasonable rules and regulations regarding the access to and public enjoyment of the Public Access Areas for purposes of health, safety, welfare and the environment.

c. Prohibition of Discrimination: Grantor shall not discriminate against any person or group of persons, on account of race, color, religious principles, creed, nationality, ancestry, familial status, disability, marital status, sex, affectional or sexual orientation or gender identity or expression in the provision of access to any of the Public Access Areas or enjoyment of any portion thereof, nor shall the Grantor itself, or any person claiming under or through the Grantor, establish or permit any such practice or practices of discrimination.

#### **LIMITED EASEMENT FOR PUBLIC ACCESS TO PEDESTRIAN PLAZA**

16. Grant of Limited Easement for Public Access. Grantor grants to Grantee, and Grantee accepts from Grantor, a non-exclusive right of way and limited easement over, upon and across the Pedestrian Plaza, as that term is utilized in the Redevelopment Plan and defined in the Redevelopment Agreement (i.e. comprising the plaza-like area in front of the grand entryway to the Hotel, running south from the Hotel entryway to Spray Avenue, to be improved as part of the Project), for the purposes of providing the public with certain open air gathering space. The Parties acknowledge and agree that the Pedestrian Plaza shall not be deemed a "Public Access Area" for purposes of this Public Access Agreement in that the Grantor (or the Hotel or its designee) shall retain operation and control over the Pedestrian Plaza and as such, may impose reasonable restrictions upon public access thereto.

17. Rules and Regulations for Pedestrian Plaza. For purposes of clarity only, Grantee recognizes that the Grantor (or the Hotel or its designee) may promulgate reasonable rules and regulations regarding the access to and public enjoyment of the Pedestrian Plaza and further, may elect to close the Pedestrian Plaza to the public on occasion for certain periods of time for purposes of hosting private events, such as, by way of example, weddings. However, the Parties further agree

and recognize the intent that the Pedestrian Plaza is to provide the public with a gathering space, as set forth in the Redevelopment Plan, and as such, restrictions on access thereto shall be reasonable and exercised with appropriate restraint such that the public is not only granted regular, meaningful access during the off-season (i.e. Fall, Winter and Spring). Under no circumstances may access to the Pedestrian Plaza be unreasonably or regularly prohibited or terminated.

18. **Construction.** The Grantor, at its sole cost and expense, shall construct and improve the Pedestrian Plaza in accordance with the Redevelopment Plan, Redevelopment Agreement and all Governmental Approvals, including that of the Planning Board of the Township of Neptune.

19. **Prohibition of Discrimination:** Grantor shall not discriminate against any person or group of persons, on account of race, color, religious principles, creed, nationality, ancestry, familial status, disability, marital status, sex, affectional or sexual orientation or gender identity or expression in the provision of access to the Pedestrian Plaza, as set forth herein, nor shall the Grantor itself, or any person claiming under or through the Grantor, establish or permit any such practice or practices of discrimination in connection with the provision of access to the Pedestrian Plaza as set forth herein.

#### CONSERVATION EASEMENT FOR THE VIEW CORRIDOR

20. **Grant of View Corridor Conservation Easement.** Grantor grants to Grantee, and Grantee accepts from Grantor, a View Corridor Easement as is located and depicted as set forth on **Attachment A** attached hereto and made a part hereof. The Grantee acknowledges that the View Corridor as depicted thereon is in conformance and compliance with the requirements of the Redevelopment Plan.

21. **No Obstructions Within the View Corridor.** Except as otherwise stated in this Public Access Agreement, the Grantor relinquishes all rights to construct, erect or maintain any structures, masonry walls, or monument signs within the View Corridor; plant and maintain shrubbery or hedges; or raise the grade; in such a way, or do anything in such a way, that would cause an obstruction to a clear view to Wesley Lake as set forth herein and in the Redevelopment Plan and the Redevelopment Agreement.

22. **Ongoing Maintenance of the View Corridor.** Grantor, at Grantor's sole cost and expense, shall maintain and do all things necessary and appropriate to preserve and conserve the View Corridor, including with regard to leaf, snow and ice removal and all other necessary maintenance. The View Corridor shall be kept in a safe, clean condition, free of trash and debris and regularly and appropriately maintained by Grantor, at no cost to the Grantee, and same shall be set forth in the Common Element Maintenance Plan, as required in the Redevelopment Agreement. The Grantor acknowledges and agrees that the requirements hereunder to maintain the View Corridor in a safe, clean condition, free of trash and debris at no cost to the Grantee shall comprise covenants that shall run with the land and expressly survive the issuance of a Certificate of Completion. As further set forth Paragraph 1 hereof regarding Grantor Parties, upon the Assumption, OGNED shall no longer be responsible for the maintenance of any Public Access Areas, including the View Corridor.

23. **Reservation of Rights by Grantor.** Subject to the following conditions, the Grantor reserves the right to construct open fencing and implement landscaping within the View Corridor, but only to the extent that such improvements do not obstruct public views through the Project Site, to Wesley Lake, as depicted on **Attachment A**. Any such landscaping shall be planted and maintained to preserve the View Corridor. Grantor shall also have the right to use, occupy and enjoy the subsurface under the View Corridor for any lawful purpose which does not unreasonably or materially interfere with or unreasonably or materially threaten or obstruct the View Corridor or any portion thereof. For the purposes of this provision, and notwithstanding anything to the contrary contained herein, Grantee hereby agrees that the construction, installation, repair, replacement or maintenance within the View Corridor of sewer, gas, electric and other utilities and appurtenant facilities, installed in compliance with all applicable legal requirements, shall not be deemed to unreasonably or materially interfere with or unreasonably or materially threaten the safe, proper or convenient use, occupancy or enjoyment of the View Corridor or any portion thereof by the public.

*[Remainder of Page is Intentionally Blank. Next Page is the Signature Page.]*

**IN WITNESS WHEREOF**, Grantor and Grantee have each executed this Public Access Agreement as of the date and year first set forth above. Grantee executes this Public Access Agreement to acknowledge its consent to the terms and conditions herein contained.

**OG NORTHEND DEVELOPMENT, LLC,**

By: MB2 Ocean Grove, LLC, Member

By: \_\_\_\_\_  
Joel S. Brudner, Manager

By: Westley Atlantic Village Enterprises Limited Liability Company, Member

By: \_\_\_\_\_  
William Gannon, Managing Member

**TOWNSHIP OF NEPTUNE**, a New Jersey Municipal Corporation,

By: \_\_\_\_\_  
Carol Rizzo  
Mayor

**ACKNOWLEDGMENT**

**STATE OF NEW JERSEY** :  
: **SS.**  
**COUNTY OF MONMOUTH** :

Be it remembered that on this \_\_\_ day of \_\_\_\_\_, 2019, \_\_\_\_\_  
personally appeared before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person executed the attached document as \_\_\_\_\_ of OG North End Development Group, LLC, the Grantor named in this document;
- (b) this document was signed and made by the Grantor as its duly authorized and voluntary act and deed; and
- (c) the full and actual consideration paid, or to be paid for the within Easement, evidenced by the within Deed, as such consideration is defined in N.J.S.A. 46:15-7 is \$1.00.

\_\_\_\_\_  
Attorney at Law of New Jersey  
or Notary Public

**ACKNOWLEDGMENT**

**STATE OF NEW JERSEY**

:

: SS.

**COUNTY OF MONMOUTH**

:

Be it remembered that on this \_\_\_ day of \_\_\_\_\_,  
2019, \_\_\_\_\_ personally appeared before me, and this person acknowledged under oath, to  
my satisfaction, that:

(a) this person executed the attached document on behalf of the Township of  
Neptune, a New Jersey municipal corporation, the Grantee named in this document;

(b) this document was signed and made by said Grantee as its duly authorized and  
voluntary act and deed; and

(c) the full and actual consideration paid, or to be paid for the within Easements,  
evidenced by the within Deed, as such consideration is defined in N.J.S.A. 46:15-7 is \$1.00.

\_\_\_\_\_  
Attorney at Law of New Jersey  
or Notary Public

**ATTACHMENT A**

**OPEN SPACE PLAN (PUBLIC ACCESS AREAS AND VIEW CORRIDOR)  
to be supplemented with  
LEGAL DESCRIPTIONS OF PUBLIC ACCESS AREAS AND VIEW CORRIDOR**

**ATTACHMENT A(1)**

**LEGAL DESCRIPTION OF PEDESTRIAN PLAZA (to be appended)**



**ATTACHMENT B**  
**INSURANCE REQUIREMENTS**

Grantor shall furnish or shall cause to be furnished to the Grantee, duplicate originals or other reasonable evidence of the following insurance coverage:

1. Commercial General Liability Insurance: including blanket Contractual Liability coverage, insuring the Grantor and Grantee against losses, costs, liabilities, claims, or causes of action arising out of property damage or bodily injury, including death, sustained upon, within or as a result of any of the Easement Areas; and
2. Workers' Compensation Insurance: as required by law, with an employer's liability insurance endorsement with customary limits and a waiver of subrogation clause for the Grantee, to be carried by each of Grantor's contractors and subcontractors; and
3. Comprehensive Automobile Liability Insurance: covering all of Grantor's owned, hired and non-owned vehicles, as applicable.

All insurance policies required shall: (i) contain the policy limits set forth below; (ii) be obtained from reputable insurance carriers licensed to do business in the State of New Jersey and rated at least A- in Best's Insurance Guide or at a similar level in such other industry-accepted review system; (iii) be maintained for each Easement Area until the Public Access Agreement is terminated or this Insurance requirement is modified by written agreement of the Parties; (iv) apply to all bodily injury, including death, property damage, and other customarily covered losses, as applicable, occurring during the policy term; and (v) add Grantee, its officers, agents, employees, contractors and consultants as additional insureds; (vi) provide that such coverage shall be primary and non-contributing and that any insurance maintained by the Grantee shall be excess insurance

only; (vii) be endorsed with a waiver of subrogation clause for the Grantee; (viii) provide that the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to the Grantee; (ix) provide that the Grantee shall not be liable for any premiums or assessments; and (x) carry commercially reasonable deductibles.

Coverage	Limits
1. Workers Compensation	Statutory
2. Employer's Liability	Statutory or \$1,000,000 by accident, \$1,000,000 by disease, each employee, \$1,000,000 by disease, all employees, whichever is greater
3. Commercial General	\$1,000,000 per any one occurrence for Bodily Injury and Property Damage, \$2,000,000 annual Aggregate including Independent Contractors, Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury Liability.
4. Comprehensive Automobile	\$1,000,000 per any one occurrence for liability, including owned, hired and non-owned vehicles. Where environmental exposures exist for the Contractors or Subcontractors or consultants of the Redeveloper then they must evidence MCS 90 ENDORSEMENT AND ISO CA 99 48 BROADENED POLLUTION COVERAGE ENDORSEMENT WITH A \$3,000,000 LIMIT
5. Excess Liability	\$3,000,000.00 per any one occurrence for liability. The Umbrella must maintain coverage at least as broad as the primary policies.

## ATTACHMENT C

### CODE OF CONDUCT FOR USE OF PUBLIC ACCESS AREAS AND PEDESTRIAN PLAZA

While in the Public Access Areas, all persons shall conduct themselves in a proper and orderly manner, and in particular, no person shall:

1. Access the Public Access Areas and Pedestrian Plaza outside of the hours of dawn to dusk.
2. Willfully mark, deface, disfigure, injure, tamper with, displace or remove any buildings, tables, benches, railings, paving materials, public utilities or appurtenances thereof, signs, notices or placards (whether temporary or permanent), monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or property or appurtenances whatsoever, either real or personal.
3. Dig or remove any soil, rock, sand, stones, trees, shrubs, plants or other wood or, materials, or make any excavation by tool, equipment, or other means.
4. Damage, cut, carve, transplant or remove any tree or plant, or injure the bark, or pick flowers or seed of any tree or plant, dig in or otherwise disturb grassed areas, or in any other way injure the natural beauty or usefulness of any area.
5. Climb any tree or walk, stand or sit upon monuments, vases, planters, fountains, railings, fences or upon any other property not designated or customarily used for such purposes.
6. Tie or hitch an animal to any tree or plant.
7. Have brought in, dump in, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, garbage, refuse, or organic or inorganic solid liquid waste.
8. Drive or park any vehicle on any area except as specifically designated.
9. Ride a bicycle without reasonable regard to the safety of others.
10. Leave a bicycle lying on the ground or paving or set against trees, or in any place or position where a person may trip over or be injured by it.
11. No person shall carry or possess firearms of any description, spring-guns, bow and arrows, slings or any other forms of weapons or devices potentially dangerous to human safety, or any instrument that can be loaded with and fire blank cartridges.
12. Set up tents, shacks, or any other temporary shelter for the purpose of overnight camping, nor shall any person leave after closing hours any movable structure or special vehicle to be used or that could be used for such purpose, such as a house-trailer, camp-trailer, camp-wagon, or the like except in those areas designated by Township of Neptune for those purposes.
13. Bring alcoholic beverages or drink same at any time except in such areas and under such regulations as may be designated and permitted by Township of Neptune.

14. Have in his/her possession, set or otherwise cause to explode, discharge, or burn, any fireworks, firecrackers, or explosives or flammable material, or discharge them or throw them into any such areas from lands or highways adjacent thereto.
15. Solicit alms or contributions for any purpose, whether public or private.
16. Build, or attempt to build, a fire. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes, cigars, tobacco, paper or other flammable material within any park or on any highways, roads, or streets abutting or contiguous thereto.
17. Gamble, participate in, or abet any game of chance.
18. Disturb or interfere unreasonably with any person or party occupying any area or participating in any permissible activity.
19. Expose, or offer for sale, any article or thing, nor place any stand, cart, or vehicle for the transportation, sale, or display of any such article or thing.
20. Paste, glue, tack, or otherwise post any sign, placard, advertisement, or inscription whatever, nor shall any person erect, or cause to be erected, any sign on any park lands or roads in any park.
21. Smoke, chew, or possess lighted cigarettes, pipes, cigars, electronic cigarettes, or any other type of tobacco product.

ORDINANCE NO. 19-35

AN ORDINANCE AMENDING VOLUME I, CHAPTER IV, SECTION 4-33 OF THE CODE OF THE TOWNSHIP OF NEPTUNE ENTITLED "BUSINESS AND LICENSING REGULATIONS CONCERNING GRANTING OF REVOCABLE LICENSE AGREEMENTS"

WHEREAS, the Mayor and Township Committee adopted Ordinance 15-55 allowing for the approval of Revocable License Agreements under certain circumstances; and,

NOW, THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey that the Neptune Township Code of Ordinances, Volume I, Chapter IV, Section 4-33, entitled, "Revocable Licenses," shall hereby be amended as follows:

Section 4-33 – Revocable Licenses.

4-33.1 Process of Approval.

- d. Change in ownership of property subject to a Revocable License Agreement shall require either termination of the License Agreement or an assignment to the new owner of the existing Revocable License Agreement, and approval by the governing body by Resolution.

4-33.3 Procedure for Application for Revocable License.

- b. Application for assignment of License Agreements shall follow the same procedure as for the initial Revocable License Agreement with reliance on the original plans and description only.

4-33.5 Fees – License Agreement.

- d. Assignments. Property owners requesting assignment of an existing Revocable License Agreement to a new owner of the subject property shall pay a fee of \$100.00 in addition to the cost of recording in the Clerk's Office of Monmouth County.

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

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

APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

---

Richard J. Cuttrell,  
Municipal Clerk

---

Carol Rizzo,  
Mayor

RESOLUTION #19-355 - 10/10/19

APPOINT ECONOMIC DEVELOPMENT CORPORATION SECRETARY

WHEREAS, there is a vacancy in the position of Economic Development Corporation Secretary; and,

WHEREAS, the Business Administrator has made a recommendation to appoint a current employee to the position who has been serving in this capacity since July 1, 2019; and,

WHEREAS, funds in the 2019 Municipal Budget in the appropriation entitled Economic Development S&W and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Alexis Perez be and is hereby appointed to the position of Economic Development Corporation Secretary at an annual salary of \$3,500.00 effective July 1, 2019; and,

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

RESOLUTION #19-356 - 10/10/19

RELEASE ALL SURETY BONDS AND DEVELOPERS ESCROW FOR  
IMPROVEMENTS AT 112 ROBIN ROAD (BLOCK 802, LOT 30)

WHEREAS, Gilman Land, LLC filed a cash maintenance bond in the amount of \$5,537.34, guaranteeing the maintenance of site improvements for two years at 112 Robin Road (Block 802, Lot 30); and,

WHEREAS, the two year maintenance period has expired and the Township Engineer has conducted an inspection; and,

WHEREAS, on September 24, 2009, the Township Engineer certified that all site work has been completed and said maintenance bond may be released,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes the release of the cash maintenance bond as stated herein; and,

BE IT FURTHER RESOLVED, that all remaining balances in the Developer's cash guarantee account and inspection escrow account be and are hereby authorized to be refunded; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Developer, Township Engineer, and Construction Official.



RESOLUTION #19-357 - 10/10/19

GRANT UNPAID LEAVE OF ABSENCE UNDER THE FAMILY MEDICAL LEAVE ACT

WHEREAS, Police Officer Carrie Bartlett has requested an unpaid leave of absence under the provisions of the Family Medical Leave Act; and,

WHEREAS, the Human Resources Director has approved the request,

THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Neptune that Police Officer Carrie Bartlett is hereby granted an unpaid leave of absence under the provisions of the Family Medical Leave Act from October 18, 2019 to January 1, 2020; and,

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

RESOLUTION #19-358 – 10/10/19

AUTHORIZE CONSENT ORDER WITH EVELYN STUMPF, JOHN WHERLE AND STUMPY'S SALES AND SERVICE IN THE LAWSUIT BEFORE THE SUPERIOR COURT OF NEW JERSEY, CHANCERY DIVISION, MONMOUTH COUNTY, DOCKET NO. C-125-16

WHEREAS, Neptune Township, based on authorization by Resolution, brought a lawsuit in the Superior Court of New Jersey, Chancery Division, Equity Part of Monmouth County seeking Injunctive Relief against the Defendants from continuing the use of their business property for any use other than preexisting, nonconforming uses, and seeking removal of an expanded nonconforming structure at the subject site, as well as other relief in 2016; and

WHEREAS, on October 3, 2018, the parties entered into a Stipulation of Settlement and Dismissal with Prejudice, which required the Defendants to take certain action before the Planning Board or Zoning Board of Adjustment within 90 days of entering into the Stipulation of Settlement and Dismissal; and

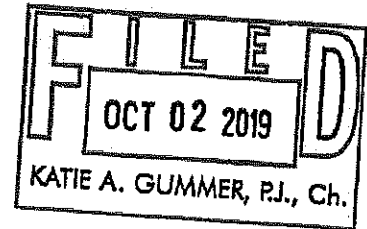
WHEREAS, despite numerous letter requests made by the Township Attorney to the Defendants' attorney as to the status of the aforesaid application before the appropriate Board, no such application was ever made, and the Township Attorney filed a Motion for Enforcement on August 14, 2019; and

WHEREAS, the parties have agreed to reach an amicable settlement with regard to the violation of the prior Stipulation of Settlement by entering into a Consent Order of Enforcement, which guarantees and represents that Defendants will take the necessary actions per the prior Stipulation of Settlement and Dismissal within 6 months of the Consent Order and/or, if the property is sold to a Third Party, that said Third Party will be subject to the original Stipulation of Settlement and Dismissal entered into between the parties on October 3, 2018, and that the Consent Order will be recorded in the Monmouth County Clerk's Office and run with the land in terms of obligations and commitments,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, hereby authorize the Township Attorney to execute the aforesaid Consent Order of Enforcement of the Stipulation of Settlement and Dismissal with Prejudice previously entered into between the parties on October 3, 2018, a true copy of said Consent Order is attached hereto and made a part hereof as Exhibit A, enforcing all claims arising from the aforesaid lawsuit, and have the same recorded in the Clerk's Office of Monmouth County so that the obligations and commitments of the Stipulation of Settlement and Dismissal shall run with the land; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Township Attorney.

GENE J. ANTHONY, ESQ. (Attorney ID No. 011091978)  
48 SOUTH STREET  
EATONTOWN, NEW JERSEY 07724  
(732) 542-3320  
ATTORNEY FOR PLAINTIFF



<p>TOWNSHIP OF NEPTUNE,  Plaintiff,  vs.  EVELYN STUMPF, JOHN WHERLE and STUMPY'S SALES AND SERVICE, INC.  Defendants/Third Party Plaintiffs  vs.  GEORGE WATERMAN, MONROE and SUSAN BOYCE, MAC'S BAIT &amp; TACKLE and MAC'S SHARK RIVER TACKLE,  Third Party Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION - EQUITY PART MONMOUTH COUNTY  Docket No. C-125-16  CIVIL ACTION  <b>CONSENT ORDER OF ENFORCEMENT OF A STIPULATION OF SETTLEMENT AND DISMISSAL WITH PREJUDICE ENTERED ON OCTOBER 3, 2018</b></p>
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THIS MATTER, having been open to the Court by Gene J. Anthony, Esq., attorney for the Plaintiff, Township of Neptune, on a Notice of Motion to Enforce a Stipulation of Settlement and Dismissal and Litigant's Rights and Legal Fees and Sanctions under R. 1:10-3, filed on August 14, 2019, as against Defendants Evelyn Stumpf, John Wherle and Stumpy's Sales and Service, Inc., and the Plaintiff and the Defendant having reached and agreed to all conditions raised by Plaintiff as against the Defendants, the undersigned parties hereby agree as follows:

IT IS ON THIS 21 DAY OF OCTOBER, 2019;

**AGREED TO BETWEEN THE PARTIES BELOW AND ORDERED BY THE  
COURT AS FOLLOWS:**

1. That Defendants, Evelyn Stumpf, John Wherle and Stumpy's Sales and Service, Inc. are still subject to the Stipulation of Settlement and Dismissal with Prejudice entered into on October 3, 2018; which required among other conditions that within 90 days from the Stipulation of Settlement the aforesaid Defendants make an application to the Planning Board of Neptune Township, or the appropriate Township Board, for Minor Site Plan Approval for purposes of providing an "as-built" survey of the existing conditions on the subject property; provide a schedule of all current uses consistent with the Stipulation of Settlement; provide written description and testimony under oath establishing the details of the current operation; and document the current ingress/egress, parking and on-site circulation of the business. A true copy of the aforesaid Stipulation of Settlement is attached hereto as Exhibit A.

2. That Defendants hereby recognize and acknowledge that no action has been taken by them (the Defendants) in accordance with the October 3, 2018 Stipulation of Settlement and Dismissal, as required, despite two letters from Plaintiff's attorney requesting the status of their Application before a Municipal Board and despite the filing of a Notice of Motion for Enforcement, returnable September 13, 2019; allegedly due to the fact that Defendant, Evelyn Stumpf's business, Stumpy's Sales and Service, Inc., is presently preparing for sale and anticipates a sale during the fall of 2019 to a prospective buyer.

3. It is hereby agreed between the parties that the aforesaid Defendants will comply with the Stipulation of Settlement and Dismissal of October 3, 2018 within 6 months of the date of this Order, unless the subject property is sold to a third party; in which case the third party shall be subject to the conditions of the Stipulation of Settlement and Dismissal entered into and

filed on October 3, 2018 (Exhibit A), as a Restriction of Record, unless the purchaser demolishes the subject property and/or seeks new Site Plan Approval for appropriate Uses and planned structures on the subject site before the appropriate Municipal Board within 6 months of taking title to the subject property.

4. It is hereby recognized by the parties that this Consent Order shall run with the land and shall be recorded as a future Restriction of Record with the Monmouth County Clerk with regard to all successors and assigns of the Defendants with regard to the subject site located at 1207 Highway 35 S., Neptune Township, New Jersey, Block 5602, Lot 31 on the Tax Map of the Township of Neptune.

5. It is hereby acknowledged by the parties that failure to comply with this Consent Order by the Defendants or their/its successors and assigns shall entitle the Plaintiff to a further Motion for Enforcement, which shall include an award of reasonable attorney's fees for having to bring such an action.

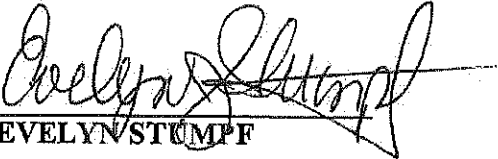
6. It is hereby acknowledged that all parties subject to this Consent Order have consulted with separate and independent legal counsel arriving at the decision to enter into this Consent Order.

7. A copy of this Order shall be served upon all counsel and all Defendants within 7 days of receipt of this Order by regular mail.

\* With this consent order, the  
pending motion is withdrawn  
without prejudice. 5/28  
General, 2019 (ARL/MD) out of  
Gen. J. Anthony, C.S.J.

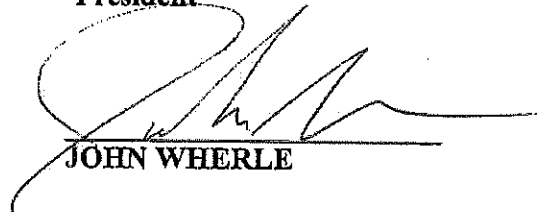
  
HON. KATIE A. GUMMER, P.J. CH.

The undersigned hereby acknowledge that they have reviewed and consent to the form and substance of this Consent Order.

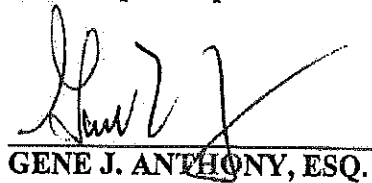
  
EVELYN STUMPF

STUMPY'S SALES AND SERVICE,  
INC.

BY: JOHN WHERLE  
President

  
JOHN WHERLE

BY: GENE J. ANTHONY, ESQ.  
Attorney for Plaintiff  
Township of Neptune

  
GENE J. ANTHONY, ESQ.

This Consent Order was  
 opposed  
 unopposed

STATE OF NEW JERSEY:           SS:  
COUNTY OF MONMOUTH:

I CERTIFY that on Sept. 18, 2019, EVELYN STUMPF,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is named in and personally signed the attached document; and
- (c) this person signed, sealed and delivered this document as his or her act and deed.

Signed and sworn to before me  
on Sept. 18, 2019

Barbara R. Siciliano  
Notary Public

BARBARA R. SICILIANO  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES 11/08/2019

STATE OF NEW JERSEY:           SS:  
COUNTY OF MONMOUTH:

I CERTIFY that on Sept. 18, 2019, JOHN WHERLE,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is named in and personally signed the attached document; and
- (b) this person acknowledges that he is the President of STUMPY'S SALES AND SERVICE, INC.;
- (c) this person signed, sealed and delivered this document as his or her act and deed.

Signed and sworn to before me  
on Sept. 18, 2019


Barbara R. Siciliano  
Notary Public

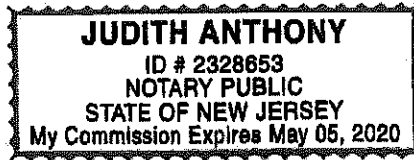
BARBARA R. SICILIANO  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES 11/08/2019

STATE OF NEW JERSEY:                   SS:  
COUNTY OF MONMOUTH:

I CERTIFY that on October 1, 2019, GENE J. ANTHONY, ESQ.,  
personally came before me and this person acknowledged under oath, to my satisfaction, that:  
(a) this person is named in and personally signed the attached document; and  
(c) this person acknowledges that he/she is the Township Attorney of  
the Township of Neptune;  
(c) this person signed, sealed and delivered this document as his or her act and deed.

Signed and sworn to before me  
on October 1, 2019

  
Notary Public





RESOLUTION #19-359 - 10/10/19

RESCIND APPOINTMENT OF SCHOOL CROSSING GUARD

WHEREAS, on September 23, 2019, the Township Committee adopted Resolution #19-346 which appointed three individuals as School Crossing Guards for the 2019-2020 school year; and,

WHEREAS, the Human Resources Director has indicated that the employment of John Crook be rescinded,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the appointment of John Crook as a School Crossing Guard for the 2019-2020 school year, as authorized by Resolution #19-346, be and is hereby rescinded; and,

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

RESOLUTION #19-360 - 10/10/19

EXTEND OFFER OF EMPLOYMENT FOR SEASONAL/ON-CALL DRIVERS  
IN THE DEPARTMENT OF PUBLIC WORKS FOR SNOW PLOWING

WHEREAS, the Township desires to create a pool of individuals with commercial drivers license who would be called upon during major snowfalls to operate snow plows as a supplement to the full-time Public Works staff; and,

WHEREAS, the Director of Public Works has forwarded his recommendations to employ workers for this purpose; and,

WHEREAS, funds will be provided in the 2019 municipal budget in the appropriation entitled Streets & Roads S&W, and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the following individuals be and are hereby employed in the Department of Public Works as part-time employees on an on-call basis only for snow plowing during major snow/ice events during the 2019-2020 winter season at an hourly rate of \$25.00; and,

Greg E. LaFrance  
Samar Reid  
Frank Martuscelli, Sr.  
John Matthews

Raymond Koepfel  
Sidney Chasey  
Mark Maxwell  
Kevin Marter

William Burge  
Caesar Cowart  
Kyle Reid  
Dennis Jemaly

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

RESOLUTION #19-361 - 10/10/19

EMPLOY TEMPORARY PART-TIME ATTENDANT FOR  
THE ADULT BASKETBALL RECREATION PROGRAM

WHEREAS, the Township of Neptune Recreation Department will be sponsoring a weekly Adult Basketball Program; and,

WHEREAS, the Recreation Director and Human Resources Director recommend the hiring of an Attendant to oversee the program; and,

WHEREAS, funds will be provided in the 2019 Municipal Budget in the appropriation entitled Recreation S&W and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Bridget James be and is hereby employed as a temporary part-time Attendant for the Neptune Recreation Adult Basketball Program for two hours per week from November 1, 2019 through March 31, 2020 at an hourly rate of \$15.00; and,

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

RESOLUTION #19-362 - 10/10/19

PLACE LIEN ON 45 RIDGE AVENUE

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

WHEREAS, the Code Enforcement Supervisor 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 Code Enforcement Supervisor 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,

<u>BLOCK/LOT</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
504/16	45 Ridge Avenue	722.50

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

RESOLUTION #19-363 – 10/10/19

AMEND STANDARD OPERATING PROCEDURE FOR PROMOTION IN THE  
NEPTUNE TOWNSHIP POLICE DEPARTMENT ADOPTED BY THE  
TOWNSHIP COMMITTEE ON DECEMBER 11, 2017

WHEREAS, the Chief of Police issued a Standard Operating Procedure (hereinafter referred to as "SOP") for promotion within the Neptune Township Police Department on October 7, 2019 to amend the SOP issued September 13, 2017; and

WHEREAS, the Police Committee, as the appropriate authority, believes that the aforesaid Order (SOP), a true copy of which is attached hereto and made a part hereof as Exhibit A, as an appropriate amendment to the SOP of September 13, 2017, and recommends that the Mayor and Township Committee adopt said operating procedures, as amended; and

WHEREAS, the Township Committee previously adopted a recommended Standard Operating Procedure for promotion of the Neptune Township Police Department by Resolution #17-483 on December 11, 2017, supporting the SOP issued September 13, 2017; and

WHEREAS, the Police Committee, by recommendation, has requested that the Township Committee adopt an amendment to all prior SOP's involving promotions by adopting and accepting the SOP issued on October 7, 2019 as attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the newest SOP of October 7, 2019 reflects, among other terms, a preference to residents of Neptune Township over non-residents in cases of tied scores for promotional examinations and process with the restoration of the Chief of Police as the evaluating/grading party for all phases of the promotional process that require his review, to ensure a full and complete review of the personnel records and disciplinary history of the officer seeking promotion, with the continued service of the Police Committee as the evaluating and deciding entity in the case of an appeal or allegation of conflict of interest of the review and examination process.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that based on the recommendation of the Police Committee of the Township of Neptune, the Governing Body hereby adopts an amended Standard Operating Procedure issued on October 7, 2019, a true copy of which is attached hereto as Exhibit A, from that previously adopted by the Township Committee on December 11, 2017, as well as prior adopted SOP's.; and,

BE IT FURTHER RESOLVED, that in the event of any conflict between this adopted SOP and any prior SOP's or Orders, the SOP issued October 7, 2019 and attached hereto as Exhibit A shall be considered the controlling authority based on its wording and intent; and,

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Police Committee and the Chief of Police.

# NEPTUNE TOWNSHIP POLICE DEPARTMENT STANDARD OPERATING PROCEDURE



**SUBJECT: PROMOTION**

**EFFECTIVE DATE:  
10/7/19**

**ACCREDITATION STANDARDS: 2.3.1**

**BY THE ORDER OF:  
POLICE OVERSIGHT COMMITTEE**

**SUPERSEDES ALL PRIOR PROMOTIONAL ORDERS AND POLICIES**

**PURPOSE:** To provide all eligible candidates for promotion with fair notice and equal access to the promotional process. Additionally, to strive to identify the most qualified members of the police department for promotion to leadership positions within the department and to set forth the components of the promotional process that will be utilized by the Police Department, The Neptune Township Police Committee and Neptune Township Committee in carrying out the process. In situations where the Chief of Police position is vacant, the Deputy Chief or Acting Deputy Chief shall assume all roles herein that are assigned to the Chief of Police. All promotions require the final authorization, approval, and concurrence of the Police Committee as the appropriate authority and the Governing Body of the Township of Neptune by way of Resolution with is approved at a public meeting.

**POLICY:** Promotion denotes vertical movement in the organization hierarchy from one rank to another, accompanied by increases in salary. The promotional process begins with identifying employees who have the potential for assuming greater responsibility and who possess the skills, knowledge and abilities required to perform at the level being considered for promotion. This agency will use a promotional process governed by N.J.S.A. Title 40A, as well as, one, which is in compliance with applicable standards of the New Jersey State Association of Chiefs of Police (NJSACOP).

## PROCEDURE

### I Eligibility and Process

General Considerations: All prior Orders that have established as a minimum requirement for promotion an Associate's Degree from an accredited college/university or an honorable discharge from active duty military service in any branch of the United States Military Service, or which established that as of January 1, 2018 that a minimum requirement would be to have a Bachelor's Degree are hereby rescinded pending review by the Police Committee and ultimate approval by the Governing Body of the Township of Neptune. Until completion of that review and approval by the Governing Body, existence of an Associate's Degree, honorable discharge from the United States Military Service and/or a Bachelor's Degree will be considerations for points credits in evaluating eligibility, but not be a minimal requirement or dispositive of eligibility of the candidate with other credits, including experience and prior service in the Neptune Township Police Department and/or other law enforcement agencies.

#### A. Deputy Chief

1. It is recognized that the position of Deputy Chief is an appointment made based on the review and recommendation of the Police Committee and approval by Resolution of the Governing Body of the township of Neptune; after consultation by the Police Committee with the Chief of Police.
2. Applicants for the position of Deputy Chief, or any other position until further review of the Police Committee and the Governing Body of the Township of Neptune, shall not be required to possess a minimum of an Associate's Degree from an accredited college/university or be honorably discharged from the active military service in the branch of the United States Military, or be in possession of a Bachelor's Degree beginning January 1, 2018; but all such degrees and honorable discharges shall be taken into consideration as point credits in any evaluation.
3. The position of Deputy Chief will consist of an oral interview conducted by the Neptune Township Police Committee. The Police Committee conducting the interview will have access to the candidate's resume; the candidate's experience report; personnel file, consisting of past evaluations, career experience, accommodations, disciplinary notices and sustained abuse of sick time (if any). The Police Committee will also take into consideration the candidate's experience, seniority, accomplishments, time and service with regard to the Neptune Township Police department or other law enforcement agencies, education and honorable military service. Applicants will submit a letter of intent, resume and complete a candidate experience report prior to the deadline established by the Police Committee.
  - a. Each candidate shall prepare and provide a typed personal profile of himself/herself. This profile shall include, at a minimum, the candidate's career objective, educational achievements (including but not limited to academic, law enforcement-related, management, instructor

certification and military experience), past and current responsibilities with the Police Department, commendations/letters, any and all disciplinary actions taken against the candidate (including the results of each action), any volunteer work performed and record of sick days used in the past five years. The candidate may include any additional information at his or her choosing. Each candidate is responsible for obtaining and ensuring the accuracy of all required information included in this profile. A candidate may be rejected for a deficiency in their personal profile. This report is to be completed by the candidate and is to be submitted to the Police Committee with their resume and letter of intent. This report is an opportunity for the candidate to identify those specific career experiences that the candidate believes qualifies him/her to serve as Deputy Chief.

4. Applicants for the position of Deputy Chief must have held the rank of Captain and shall have a minimum of five (5) years of experience in a police supervisory capacity, supplemented by the completion of approved course work in police administration, police science, or related fields.
5. In accordance with NJSA 40A: 14-129, due consideration shall be given to the length and merit of service and to seniority in service to any candidate for promotion to Deputy Chief. Due consideration shall also be given to the recommendation of the Police Committee after consultation with the Chief of Police, which shall be based on the aforementioned factors and a review of the performance of the candidates.
6. This process shall take place in a private closed-door session.
7. The Governing Body of the Township of Neptune, upon recommendation of the Police Committee, may appoint an Acting Deputy Chief while reviewing the eligibility of the Deputy Police Chief Position, said appointment of which would not affect the ultimate recommendation of the Police Committee and appointment by the Governing Body of the Township of Neptune of a Deputy Chief of Police.

**B. Captain**

1. Applicants for the position of Captain must have held the rank of Lieutenant for at least two (2) years prior to the notice of posting for the position of Captain, supplemented by the completion of approved course work in police administration, police science, or related fields. Beginning January 1, 2018 applicants for the position of Captain shall possess at a minimum a Bachelor's Degree from an accredited college or university or possess an Associate's Degree and be honorably discharged from active duty military service in any branch of the U.S. Military. Applicants will submit a letter of intent, resume and complete a candidate experience report prior to the deadline established by the Township and affected majority representative(s).
  - a. Candidate Experience Report – Self Assessment
    - i. Each candidate shall prepare and provide a typed Personal Profile of himself/herself. This profile shall include, at a minimum, the candidate's career objective, educational



achievements (including but not limited to academic, law enforcement-related, management, instructor certification and military experience), past and current responsibilities with the Police Department, commendations/letters, any and all disciplinary actions taken against the candidate (including the results of each action), any volunteer work performed and record of sick days used in the past five years. The candidate may include any additional information at his or her choosing. Each candidate is responsible for obtaining and ensuring the accuracy of all required information included in this profile. A candidate may be rejected for a deficiency in their Personal Profile. This report is to be completed by the candidate and is to be submitted with their resume and letter of intent. This report is an opportunity for the candidate to identify those specific career experiences that the candidate believes qualifies him/her to serve as Captain.

2. The examination for the position of Captain will consist of an oral interview conducted by a review board consisting of the Chief of Police, Deputy Chief of Police and Captain(s). The review board will have access to the candidate's resume, candidate experience report and personnel file, consisting of past evaluations, career experience, and commendations and disciplinary notices and sustained abuse of sick time. All candidates will be evaluated on their answers to questions formulated by the review board taking the candidate's experience, seniority, accomplishments, education and honorable military service into account.
3. In accordance with NJSA 40A: 14-129, due consideration shall be given to the length and merit of service and to seniority in service to any candidate for promotion to Captain. Due consideration shall also be given to the recommendation of the Chief of Police, which shall be based on the aforementioned factors and a review of the performance of the candidates.
4. This process shall take place in a private closed-door session.
5. All candidates and supervisory personnel participating in the oral interviews will be required to sign a non-disclosure agreement. (Appendix #1 and Appendix #2)

**Subject to future review and approval by the Police Committee and the Governing Body of the Township of Neptune.**

C. Lieutenant

1. Applicants for the position of Lieutenant must have held the rank of Sergeant for at least two (2) years prior to the notice of posting for the position of Lieutenant. Beginning January 1, 2018 applicants for the position of Lieutenant shall possess at a minimum a Bachelor's Degree from an accredited college/university or possess an Associate's Degree and be honorably discharged from active duty military service in any branch of the U.S. Military. Applicants will submit a letter of intent, resume and complete a candidate experience report prior to the deadline established by the

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Township and affected representative(s).

a. Candidate Experience Report – Self Assessment

- i. Each candidate shall prepare and provide a typed Personal Profile of himself/herself. This profile shall include, at a minimum, the candidate's career objective, educational achievements (including but not limited to academic, law enforcement-related, management, instructor certification and military experience), past and current responsibilities with the Police Department, commendations/letters, any and all disciplinary actions taken against the candidate (including the results of each action), any volunteer work performed and record of sick days used in the past five years. The candidate may include any additional information at his or her choosing. Each candidate is responsible for obtaining and ensuring the accuracy of all required information included in this profile. A candidate may be rejected for a deficiency in their Personal Profile. This report is to be completed by the candidate and is to be submitted with their resume and letter of intent. This report is an opportunity for the candidate to identify those specific career experiences that the candidate believes qualify him/her to serve as Lieutenant.
- ii. A copy of this report will be distributed to each commander participating in the Commander Recommendation phase. By providing the commanders with each candidate's experience report, this will assist in making sure that each participating commander has a well-rounded understanding of the experiences and qualifications that each candidate offers.
- iii. Commanders shall be the rank of Captain and above.

2. The examination process for the position of Lieutenant will consist of (3) three phases, which will be scored with the following percentages:

• <u>Oral Interview with Department Superiors</u>	<u>25%</u>
• <u>Commander Recommendation (25%) Record Review (25%)</u>	<u>50%</u>
• <u>Chief Recommendation</u>	<u>25%</u>
Final Grade	100%

a. Phase #1: Oral Interview with Department Superiors

- i. An oral interview board consisting of current Department Superior Officers that are of the rank of Lieutenant and above will administer this portion of the examination. These Superior Officers will be selected by the Chief of Police. They will utilize a uniform set of questions and grade the candidates on a standardized form. The criteria candidates will be tested on include, but are not limited to, the following:
  - a. Constitutional, State, and Municipal Law;
  - b. Department Policy, Procedure and SOP's;

- c. Attorney General Guidelines;
  - d. Monmouth County Policies;
  - e. Rank specific questions;
  - f. Community based questions.
- b. Phase #2: Commander Recommendation/Record Review
- i. Commander Recommendation: Existing agency command staff members of the rank of Captain and above. These members of the command staff will make their appropriate recommendations for Lieutenant promotions as follows:
  - ii. The Chief of Police and Deputy Chief of Police will facilitate this step.
  - iii. Each participating command staff member will be provided with the candidates resume, candidate experience report and personnel file, consisting of past evaluations, career experience, commendations, disciplinary notices and sustained abuse of sick time will be included for command staff review for this phase of examination.
  - iv. This process shall take place in a private closed-door session.
  - v. This step is designed to allow existing command staff members to submit their individual recommendation into the promotional process.
  - vi. The Chief of Police and Deputy Chief of Police will begin a roundtable discussion about each candidate to include a review of the subject's Personal Profile. After a roundtable discussion has taken place for each candidate, the Deputy Chief of Police and other participating members of the command staff will complete an evaluation with a numerical grade for each candidate taking the candidate's experience, seniority, accomplishments, education and honorable military service into account.
  - vii. Each commander shall provide a grade for each candidate utilizing a standardized form.
  - viii. Upon completing each evaluation/grading, the commander shall immediately seal their written evaluation which will be submitted to the Chief of Police for scoring.
  - ix. Confidentiality and Scoring: All commanders participating in the commander recommendation phase are to complete their evaluations and grading independently. Although roundtable discussions are appropriate at the start, commanders are

forbidden from discussing their scores with other commanders during this session and/or until the completion of the entire promotional process.

x. Upon completing each evaluation/grading, the Chief of Police shall immediately tally all of the scores submitted from the staff.

a. Scoring Formula

1. Candidates will be graded on a scale of 60 – 100 by increments of 5. The scores are as follows: 60, 65, 70, 75, 80, 85, 90, 95 and 100.

c. Phase #3: Chief of Police Recommendation

i. The Chief of Police shall evaluate the candidate's qualifications including a review of any and all files pertaining to the candidate.

3. In accordance with NJSA 40A: 14-129, due consideration shall be given to the length and merit of service and to seniority in service to any candidate for promotion to Lieutenant. Due consideration shall also be given to the recommendation of the Chief of Police, which shall be based on the aforementioned factors and a review of the performance of the candidates.

4. All candidates and supervisory personnel participating in the oral interviews will be required to sign a non-disclosure agreement. (Appendix #1 and Appendix #2)

**Subject to future review and approval by the Police Committee and the Governing Body of the Township of Neptune.**

D. Sergeant

1. Applicants for the position of Sergeant must have held the rank of Police Officer for at least eight (8) years prior to the notice of posting for the position of Sergeant. Beginning January 1, 2018 applicants for the position of Sergeant who have an Associate's Degree, honorable discharge from the United States Military Service and/or a Bachelor's degree or above shall be awarded point credits in evaluating eligibility for promotion. Applicants will submit a letter of intent, resume and complete a candidate experience report prior to the deadline established by the Township and affected majority representative(s).

a. Candidate Experience Report – Self Assessment

i. Each candidate shall prepare and provide a typed Personal Profile of himself/herself. This profile shall include, at a minimum, the candidate's career objective, educational achievements (including but not limited to academic, law enforcement-related, management, instructor certification and military experience), past and current responsibilities with

the Police Department, commendations/letters, any and all disciplinary actions taken against the candidate (including the results of each action), any volunteer work performed and record of sick days used in the past five years. The candidate may include any additional information at his or her choosing. Each candidate is responsible for obtaining and ensuring the accuracy of all required information included in this profile. A candidate may be rejected for a deficiency in their Personal Profile. This report is to be completed by the candidate and is to be submitted with their resume and letter of intent. This report is an opportunity for the candidate to identify those specific career experiences that the candidate believes qualifies him/her to serve as Sergeant.

- ii. A copy of this report will be distributed to each commander participating in the Commander Recommendation phase. By providing the commanders with each candidate's experience report, this will assist in making sure that each participating supervisor has a well-rounded understanding of the experiences and qualifications that each candidate offers.

2. The examination process for the position of Sergeant will consist of (3) three phases, which will be scored with the following percentages:

• <u>Written Examination</u>	<u>25%</u>
• <u>Oral Interview with Department Supervisors</u>	<u>25%</u>
• <u>Commander Recommendation (25%) Record Review (25%)</u>	<u>50%</u>
• Final Grade	100%

3. Phase #1: Written Examination

- a. The written examination will consist of a series of multiple-choice type questions. The questions will be based on basic police practice and may include police and investigative procedure, supervisory and administrative principles, report writing and general legal aspects of police work.
- b. The Township shall utilize a valid and reliable testing company to supply, administer and score the written exam.
- c. Any and all costs associated with the written examination except for the written examination itself shall be the responsibility of the candidate.
- d. The Chief of Police shall receive authorization to conduct a written test. Candidates will be provided with a syllabus of possible testing resources in order to prepare for the written examination.
- e. Eligible candidates will be allowed a minimum of 60 days for preparation period, prior to the first phase of the process.
- f. Eligible candidates will be notified by the Chief of Police or Deputy Chief of Police as to the date and location of the written test.

- g. Eligible candidates who are scheduled to work during the written examination will be granted time off at their own expense to take the examination.
- h. Any candidate who does not achieve a minimum score of 70% is excluded from consideration for promotion.
- i. In the event there are fewer than five candidates with a minimum written examination score of 70%, then the five highest-scoring candidates shall proceed to the next phase and continue with the process regardless of their scores. If more than one candidate achieves an identical fifth highest score, then each shall be permitted to continue in the process.

Grade	Points
0 to 69	0
70 to 75	15
76 to 80	17
81 to 85	19
86 to 90	21
91 to 95	23
96 to 100	25

4. Phase #2: Oral Interview with Department Commanders/Supervisors

- a. An Oral Interview board consisting of current department Superior Officers will administer this portion of the examination consisting of the rank of Sergeant (three most senior Sergeants in rank available at the scheduled time of the oral interview set forth by the Chief of Police. If two Sergeants have the same time in rank the Sergeant with the most service in Neptune Township shall be deemed most senior.) and above, which will be selected by the Chief of Police and Deputy Chief of Police. They will utilize a uniform set of questions which will be reviewed and approved by the Chief of Police. They will then grade the candidates on a standardized form. The criteria candidates will be tested on include, but are not limited to the following:
  - i. Constitutional, State, and Municipal Law;
  - ii. Department Policy, Procedure, and SOP's;
  - iii. Attorney General Guidelines;
  - iv. Monmouth County Policies;
  - v. Rank specific questions;
  - vi. Community based Questions.

- b. All candidates and supervisory personnel participating in the oral

interviews will be required to sign a non-disclosure agreement.  
(Appendix #1 and Appendix #2)

5. Phase #3: Commander Recommendation/Record Review

- a. Command Recommendation: Existing agency command staff members of the rank of Captain and above will participate in this process to help identify the future leaders of this department. These commanders will make their appropriate recommendations for Sergeant promotions as follows:
  - i. The Chief of Police and Deputy Chief of Police will facilitate this step and will be active participants in the grading of candidates.
  - ii. Each participating command staff member will be provided with the candidates resume, candidate experience report and personnel file, consisting of past evaluations, career experience, commendations, disciplinary notices and sustained abuse of sick time will be included for command staff review for this phase of examination.
  - iii. This process shall take place in a private closed-door session.
  - iv. This step is designed to allow existing staff members to submit their individual recommendation into the promotional process.
  - v. The Chief of Police, Deputy Chief of Police will begin a roundtable discussion about each candidate to include a review of the subjects Personal Profile. After a roundtable discussion has taken place for each candidate, the Chief of Police and Deputy Chief of Police and other participating members of the staff will complete an evaluation with numerical grade for each candidate taking the candidate's experience, seniority, accomplishments, education and honorable military service into account.
  - vi. Each commander shall provide a grade for each candidate utilizing a standardized form.
  - vii. Upon completing each grading, the staff member shall immediately seal their written evaluation which will be submitted to the Chief of Police for scoring.
  - viii. Confidentiality and Scoring: All staff members participating in the supervisory and command recommendation phase are to complete their evaluations and grades independently. Although roundtable discussions are appropriate at the start, staff members are forbidden from discussing their scores with other staff members during this session and/or until the completion of the entire promotional process.

- ix. Upon completing each evaluation/grading, the Chief of Police will tally all of the scores submitted from the staff.
  - a. Scoring Formula
    1. Candidates will be graded on a scale of 60 – 100 by increments of 5. The scores are as follows: 60, 65, 70, 75, 80, 85, 90, 95 and 100.

## II. Record Review

- A. The Record Review will be conducted by the Police Chief and Deputy Chief of Police. A maximum of (25) twenty five points will be awarded based on the following criteria:
  1. Commendations: candidates shall receive one point for each commendation up to maximum of five points. Commendations shall include, but not limited to, all of the following: formal letters of commendation from any law enforcement agency or governmental entity; awards received for actions taken as a law enforcement officer; academic awards; letters from the public acknowledging the appreciation of actions taken as a law enforcement officer; any and all documentation, whether written or some other form of communication, acknowledging good work as a law enforcement officer. This definition is not meant to be limiting in any way and should be construed to include positive references to an officer's career in whatever form they may be. The Chief of Police and Deputy Chief of Police will validate all commendations to determine if they qualify for points.
  2. Disciplinary Actions: The cumulative sustained disciplinary occurrences for any discipline issued will be used for this section. Candidate only receives the point(s) associated with the most severe penalty and not the point(s) for each separate penalty. For the scoring of points in this section the rank of sergeant shall only be assessed disciplinary occurrences within the last eight years of the date of posting and for the rank of Lieutenant and above it shall be within the last ten years of the date of posting, except if the disciplinary occurrences were suspensions (includes compensatory time or any other time off) as they are permanent. A maximum of seven points shall be designated as follows:
    - No Discipline: seven points
    - Oral Reprimand, one through three: six points
    - Oral Reprimand, more than three: five points
    - Written Reprimand, one through three: three points
    - Written Reprimand, more than three: two points
    - Suspension of one through five days: one point



- More than five-day suspension: zero points
1. Education: Candidate only receives the point(s) associated with the highest educational degree from an accredited college/university attained and not the point(s) for each separate education degree up to maximum of five points.
    - High School Diploma – one point
    - Associate’s Degree or 60 credits in which at least 40 credits shall be core curriculum courses – two points
    - Bachelor’s Degree – three points
    - Master’s Degree – four points
    - PhD (JD) Degree – five points
  
  3. Military: Honorable discharge from active duty of any branch of the U.S. Military receives two points.
    - a. Seniority: Candidate shall receive quarter (.25) point seniority for each fully completed year of service as a police officer in Neptune Township. Those candidates who have served as a police officer in New Jersey in good standing, prior to their appointment in Neptune Township, will be credited ½ year for every year of service in the previous agency to be counted towards seniority.

Years of Service Completed	Percentage Points
8	.50
9	.75
10	1.0
11	1.25
12	1.50
13	1.75
14	2.0
15	2.25
16	2.50
17	2.75
18	3.0
19	3.25
20	3.50
21	3.75
22	4.0
23	4.25
24	4.50
25	4.75

26	5.0
27	5.25
28	5.50
29	5.75
30	6.0

**III. Scoring Matrix – Sergeant**

1. Tabulation for the position of Sergeant will be as follows:
  - PHASE #1 - Written examination is 25%
  - PHASE #2 - Oral Interview with Department Supervisors is 25%
  - PHASE #3 - Commander Recommendation is 25%
  - Record Review is 25%
2. Test point conversion is as follows:

Grade	Points
0 to 69	0
70 to 75	15
76 to 80	17
81 to 85	19
86 to 90	21
91 to 95	23
96 to 100	25

**Example:**

<b>PHASE#1</b> Test score is 75, which converts to:	15.00
<b>PHASE#2</b> Oral Interview, all standardized grading forms are added up and the average is your score: 80, 85, 75, 100, 90, 70 = 500/6 = 83.33	83.33
<b>PHASE#3</b> Commander Recommendation, all standardized grading forms are added up and the average is your score: 90, 90, 100, 100, 100 = 480/5 = 96.00	96.00
<b>RECORD REVIEW</b>	19.00
<b>TOTAL</b>	<b>213.33</b>

**IV. Preference to Residents**

- A. If a situation arises where a resident of Neptune and a non-resident achieve the same final average after all scoring is complete, a resident shall be appointed over the non-resident. The preference granted by this section shall in no way diminish, reduce or affect the preferences granted to veterans pursuant to any other provision of law.

## **V. Security of Promotional Materials**

- A. The Chief of Police shall be responsible for the security of promotional materials. All promotional materials will remain in a secured promotional file located in the office of the Chief of Police.

## **VI. Appeals of Process**

- A. Within 10 days of the posting of the promotions a candidate may file a written letter of appeal. Said letter must contain the reason(s) or justification(s) for an appeal and must be submitted to the Police Oversight Committee and the Chief of Police through the appropriate chain of command. The Police Oversight Committee will assess the request and, with advice from and due deference to the Chief of Police, make a determination of how the request will be addressed on a case by case basis. Such requests may address the following areas of the promotional process:
  - 1. Review and re-tabulation of the scored elements of the selection process.
  - 2. Review any evaluation or internal document that was used in the selection process related to the appellant. Any restrictions on access to internal documents pursuant to the Attorney General Guidelines shall be respected and review of those documents shall be conducted by authorized personnel only who shall report to and advise the Police Oversight Committee in making their evaluation.
  - 3. If the appeal impacts upon the results of the promotion(s) as determined by the Police Oversight Committee, the candidate may be permitted to be re-evaluated.
- B. Any candidate for promotion, who believes they may have a conflict with a supervisor conducting a review of the candidate in the promotional process, may make a request, in writing to the Chief of Police and the Police Oversight Committee, detailing their perceived conflict. The Police Oversight Committee, with advice from and due deference to the Chief of Police shall evaluate the request and render a decision if the evaluator is to be replaced or not.

## **VII. Eligibility Lists**

- A. An eligibility list for all promotions will remain in effect for a period of 12 months from the date of posting. The Township reserves the right to expand the list by allowing newly eligible candidates to apply.
- B. All promotions shall be contingent upon successful completion of a thorough psychological examination, which consists of a battery of written tests along with a comprehensive psychological interview. The psychological tests measure cognitive ability, personality, psychopathology, supervisory capacity, and competent performance. Candidates also complete a writing sample dealing with issues pertinent to the rank being sought. Candidates also complete a biographical summary, which collects an array of background and social history data.

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- C. After the expiration of the eligibility list, candidates will be required to reapply for any subsequent promotional process.
- D. The Chief of Police shall rank all eligible candidates for promotion in descending order based upon his/her evaluation/score.

## ORAL BOARD PANEL MEMBER AGREEMENT REGARDING CONFIDENTIALITY

I, \_\_\_\_\_, hereby acknowledge that I have been selected and assigned by the Neptune Township Police Department as a member of the oral board interview panel. I will be assisting in conducting interviews for the position of \_\_\_\_\_.

As a panel member, I am aware of the confidential nature of my work and therefore expressly acknowledge the following:

1. I will have access to confidential information or material relating to the oral board examination process.
2. I will not discuss this material or process with any person going before the panel or any third party unless authorized by the Chief of Police.
3. If an applicant attempts to contact me regarding any aspect of the process prior to its completion, I will immediately contact the Chief of Police.
4. If any third-party attempts to contact me about the oral board contents or process, I will immediately contact the Chief of Police. This notification to the Chief of Police will occur regardless if I believe the third party is attempting to obtain information to benefit a candidate.
5. I can be objective during the interview and will keep personal feelings and/or opinions out of the process.
6. I will only judge the candidates on their knowledge, skills, abilities and promotional potential.
7. If at any point during the process I believe there is a conflict of interest, I will immediately report it to the Chief of Police.
8. If I violate any of these terms, I may be subject to discipline which could lead to termination of my employment with the Neptune Township Police Department.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix #1**

## CANDIDATE AGREEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE

I, \_\_\_\_\_, hereby acknowledge that I am a candidate for the position of \_\_\_\_\_ and will be taking the oral board examination. I will be asked a series of questions regarding my knowledge, skills and abilities pertaining to this position. In addition to testing my knowledge, these questions are designed to assess my composure, maturity, interpersonal skills and potential for promotion. I am aware of the confidential nature of this interview and the importance of keeping the information confidential so the process is not compromised. Therefore, I expressly acknowledge the following:

1. I will not discuss or disclose the process or contents of the questions, including my answers, with any candidate until all of the interviews are completed.
2. I will not discuss or disclose the process or contents of the questions, including my answers, with any third party until all of the interviews are completed.
3. I will not reveal what was not asked by the panel with any candidate or third party until all of the interviews are completed.
4. If any candidate or third-party attempts to question me regarding the process or contents of the questions, I must immediately report this to the Chief of Police.
5. If any person does question me regarding the process or contents of the questions, I must advise them I am not permitted to discuss it until all candidates have completed the interview.
6. I will not electronically record any audio or video this process openly or in a clandestine manner.
7. On the day of my interview, I will be sequestered and will not be permitted to leave the building until authorized by a command officer.
8. I understand that if I do leave, it will disqualify me from the promotional process and it may cause the cancellation of all interviews.
9. I understand I may not make or receive phone calls or make or receive any electronic or digital communication during the sequestration period.
10. If I violate any of these terms, I may be subject to discipline which could lead to termination of my employment with the Neptune Township Police Department.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix #2**

RESOLUTION #19-364 - 10/10/19

AUTHORIZE EXECUTION OF A HOLD HARMLESS AGREEMENT WITH THE TOWNSHIP OF NEPTUNE SEWERAGE AUTHORITY AND THE TOWNSHIP OF NEPTUNE BOARD OF EDUCATION CONCERNING ACCESS AND USE OF THE SUMMERWOODS TRAIL PROPERTY AND EASEMENT

WHEREAS, the Township of Neptune transferred ownership and necessary easement of the Jumping Brook trunk sewer line to the Township of Neptune Sewerage Authority on July 7, 1983, while retaining ownership of the property under which the trunk line is located; and,

WHEREAS, the Township of Neptune Sewerage Authority has permitted the Township of Neptune Board of Education use of the easement to access Summerwoods Trail; and,

WHEREAS, in exchange for making the easement available to the Board of Education to access the Summerwoods Trail, the Board of Education and the Township desire to hold harmless the Authority from any claims and/or litigation arising out of the Board's use of said easement,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Mayor and Clerk be and are hereby authorized to execute a Hold Harmless Agreement, subject to review and amendments by the Township Attorney, with the Township of Neptune Sewerage Authority and the Township of Neptune Board of Education to hold harmless the Authority from any claims or liability of any kind arising out of the use of the easement and property over the Jumping Brook trunk line to access Summerwoods Trail by the Board of Education; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be attached to the Hold Harmless Agreement and forwarded to the Township of Neptune Sewerage Authority, Township of Neptune Board of Education and the Municipal Clerk.

RESOLUTION #19-365 - 10/10/19

AUTHORIZE EXECUTION OF AGREEMENTS TO DESIGNATE AFFORDABLE HOUSING ALLIANCE AS THE TOWNSHIP'S AFFORDABLE HOUSING ADMINISTRATIVE AGENT AND TO PROVIDE FOR THE ADMINISTRATION OF THE TOWNSHIP'S HOUSING REHABILITATION PROGRAM

WHEREAS, under authorization of the New Jersey Fair Housing Act, the Township is implementing a program to rehabilitate up to 100 properties throughout the Township which will be occupied by certified low and moderate income households; and,

WHEREAS, the Township will use municipal housing trust funds to facilitate the rehabilitation plan; and,

WHEREAS, the State has promulgated affordability controls to assure that the units are occupied by low and moderate income households for the appropriate period of time which may be administered by an Administrative Agent acting on behalf of the Township; and,

WHEREAS, the Township has selected Affordable Housing Alliance to serve as the Administrative Agent and to facilitate the Township's Housing Rehabilitation Program; and,

WHEREAS, funds for this purpose will be provided in the Township's Affordable Housing Trust Fund and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Mayor and Clerk are hereby authorized to execute agreements to designate Affordable Housing Alliance as the Township's Affordable Housing Administrative Agent under the Fair Housing Act at an annual fee of \$25,000.00 and to set forth the terms and conditions of the administration of the Township's Housing Rehabilitation Program at a per unit rehabilitation fee of \$2,975.00; and,

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



RESOLUTION #19-366 - 10/10/19

AWARD BID FOR MOBILE BOAT HOIST

WHEREAS, on September 18, 2019, the Harbor Master and Purchasing Agent received bids for the award of a contract for a mobile boat hoist for the Municipal Marina; and,

WHEREAS, said bids were reviewed by the Purchasing Agent who has recommended that the bid be awarded to the lowest bid submitted by Marine Travelift – Mid Atlantic, LLC; and,

WHEREAS, said bids were advertised, received and awarded in a “fair and open” competitive bidding process in accordance with the Open Public Contracts Law; and,

WHEREAS, funds for this purpose will be provided in Ordinance No. 19-21 and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that a contract be awarded to Marine Travelift – Mid Atlantic, LLC on their lowest responsible bid of \$246,900.00 for a 25 BFMII mobile boat hoist for the Municipal Marina; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Chief Financial Officer, Assistant C.F.O., and Harbor Master.

RESOLUTION #19-367 - 10/10/19

AUTHORIZE ADDITIONAL ARCHITECTURAL SERVICES  
IN CONNECTION WITH PUBLIC WORKS FACILITY RENOVATIONS

WHEREAS, on May 22, 2017, a contract was awarded to Netta Architects in the amount of \$238,800.00, later amended on December 11, 2017 to the amount of \$258,200.00, in connection with architectural services for renovations to the Township's Public Works Facility; and,

WHEREAS, the Township desires to change the design and scope of the project from two one-story buildings to one two-story building which necessitates additional architectural services and an additional bid cycle; and,

WHEREAS, this change has been approved by the Township Engineer; and,

WHEREAS, funds for this purpose are available in Ordinance No. 16-27 and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune hereby authorizes additional services in the contract with Netta Architects in connection with renovations to the Public Works Facility for additional architectural services and bid cycle due to a change in design and scope of the overall project resulting in an additional appropriation of \$97,000.00 which revises the total contract amount to \$355,200.00; and,

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

RESOLUTION #19-368 – 10/10/19

AUTHORIZE THE PAYMENT OF BILLS

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

CURRENT FUND	1,865,829.66
GRANT FUND	35,012.69
TRUST FUND	66,406.20
GENERAL CAPITAL FUND	7,242.46
SEWER OPERATING FUND	110,604.01
SEWER CAPITAL FUND	855.00
MARINA OPERATING FUND	9,978.75
LIBRARY TRUST	1,493.81
BILL LIST TOTAL	\$2,097,422.58

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

RESOLUTION #19-369 - 10/10/19

AUTHORIZE A PERSON TO PERSON/PLACE TO PLACE TRANSFER OF THE PLENARY RETAIL CONSUMPTION LICENSE PRESENTLY ISSUED TO EAST COAST COOKERY, LLC TO CHATHAM 1100 LIQUOR, LLC LOCATED AT 3548 ROUTE 66

WHEREAS, Chatham 1100 Liquor, LLC has applied for a person-to-person/place-to-place transfer of Plenary Retail Consumption License #1334-33-012-015 which is presently issued to East Coast Cookery, LLC and held "in-pocket"; and,

WHEREAS, the application is complete in all respects; and,

WHEREAS, the required Affidavit of the source of funds of said liquor license has been filed by the applicant for the transfer and examined by the members of the Township Committee; and,

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey statutes, the regulations promulgated thereunder as well as the pertinent local ordinances and conditions imposed consistent with Title 33; and,

WHEREAS, all transfer procedures as outlined by state statute and local ordinances have been completed satisfactorily,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes the person-to-person/place-to-place transfer of Plenary Retail Consumption License #1334-33-012-015 as stated herein to Chatham 1100 Liquor, LLC located at 3548 Route 66 effective October 11, 2019; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the New Jersey Division of ABC, the Chief of Police and the Applicant.