

TOWNSHIP COMMITTEE WORKSHOP MEETING – November 13, 2023 – 6:00 P.M.

Meeting Location: Neptune Township Senior Center, 1607 Corlies Ave. Neptune, NJ 07753

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

Township Committee	Present/ Absent	Professionals	Present/ Absent
Dr. Michael Brantley	_____	Gina LaPlaca, Business Administrator	_____
Robert Lane, Jr.	_____	Gabriella Siboni, Township Clerk	_____
Nicholas Williams	_____	Gene Anthony, Township Attorney	_____
Tassie D. York	_____		
Keith Cafferty	_____		

Mayor Cafferty announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 5, 2023, posting the notice on the Board in the Municipal Complex, and filing a copy of said notice with the Municipal Clerk. In addition, the meeting agenda is posted on the Township web site (www.neptunetownship.org).

ITEMS FOR DISCUSSION IN OPEN SESSION

1. Proposing an ordinance to reestablish the Chaplain in the Police Department
2. Ordinance 23-40 Ordinance Amending Neptune Township Code Chapter 12 Entitled “Property Maintenance”
3. Special Events Ordinance
4. Ordinance for Electric Charging Stations
5. Committee Calendars

Res #23- 377 Authorize An Executive Session As Authorized By The Open Public Meetings Act.

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

TOWNSHIP COMMITTEE MEETING – November 13, 2023 – 7:00 P.M.

Meeting Location: Neptune Senior Center 1607 Corlies Ave. Neptune, NJ 07753

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

Township Committee	Present/ Absent	Professionals	Present/ Absent
Dr. Michael Brantley	_____	Gina LaPlaca, Business Administrator	_____
Robert Lane, Jr.	_____	Gabriella Siboni, Township Clerk	_____
Nicholas Williams	_____	Gene Anthony, Township Attorney	_____
Tassie D. York	_____		
Keith Cafferty	_____		

MOMENT OF SILENCE AND FLAG SALUTE

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

Mayor Cafferty announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 5, 2023, posting the notice on the Board in the Municipal Complex, and filing a copy of said notice with the Municipal Clerk. In addition, the meeting agenda is posted on the Township web site (www.neptunetownship.org).

APPROVAL OF MINUTES

Motion offered by _____, seconded by _____, to approve the minutes of meetings of October 23, 2023.

RESOLUTION TO PROMOTE POLICE OFFICERS

- The candidates who are recommended for promotion will be announced.
- Public comments regarding Resolution #23-228 only. The public will be permitted one visit to the microphone with a limit of five minutes.

Res #23- 378 A Resolution Of The Township Committee Of The Township Of Neptune To Promote Officers In The Police Department

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

Swearing in of Officers

COMMENTS FROM THE DAIS

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

REPORT OF THE BUSINESS ADMINISTRATOR

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

PUBLIC COMMENTS ON RESOLUTIONS

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

Public comments regarding resolutions presented on this agenda only.

The public comment portion of our meeting is to allow the public to bring to the Committee’s attention their concerns or comments. In accordance with N.J.S.A. 10: 4-12(a) and the Neptune Rules of Committee, the Committee asks the public to limit their comments to five minutes or less. The Committee will respect the public’s time by refraining any comment until the speaker has finished with their allotted time. It should be further noted that public comment portion of our meeting is not structured as a question-and-answer session. If a member of the public has questions, they seek answers to, an appointment can be made with the appropriate office, Business Administrator or Township Committee Liaison during regular business hours. The Township Clerk will regulate the time during the comment portion of our meeting. The Committee reserves the right to respond to comments or questions at the conclusion of the speaker’s time.

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

PUBLIC HEARING AND FINAL ADOPTION ORDINANCES:

Ordinance 23-37 Bond Ordinance Amending And Restating In Its Entirety Bond Ordinance Number 23-12 Finally Adopted By The Township Committee Of The Township Of Neptune, In The County Of Monmouth, State Of New Jersey On March 27, 2023 (Which Ordinance Amended And Restated Bond Ordinance Number 21-31 Finally Adopted By The Township Committee On June 28, 2021) To Increase The Total Appropriation Therein From \$2,500,000 To \$3,700,000, To Increase The Authorization Of Bonds Or Notes Of The Township From \$2,375,000 To \$3,515,000, And To Increase Section 20 Costs Therein

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

Ordinance 23-38 Bond Ordinance Amending And Restating In Its Entirety Bond Ordinance Number 23-14 Finally Adopted By The Township Committee Of The Township Of Neptune, In The County Of Monmouth, State Of New Jersey On March 27, 2023 (Which Amended And Restated Bond Ordinance Number 21-32 Finally Adopted By The Township Committee On June 28, 2021) To Increase The Total Appropriation Therein From \$900,000 To \$1,300,000, To Increase The Authorization Of Bonds Or Notes Of The Township From \$855,000 To \$1,235,000, And To Increase Section 20 Costs Therein

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

ORDINANCES FOR FIRST READING

Ordinance 23-39 An Ordinance To Of The Township Of Neptune To Amend And Supplement Chapter 16 Sewers By Amending And Supplementing Section 6.5 “Compensation Of Commissioners”

Explanatory Statement: This ordinance amends the include to allow for compensation of the commissioners in an amount not to exceed \$2,000 a year.

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

Ordinance 23-40 Ordinance Amending Neptune Township Code Chapter 12 Entitled “Property Maintenance”

Explanatory Statement: This ordinance amends section 1.2 to modify fines associated with violations and offers an additional penalty if the violation offered an opportunity for abatement.

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

Ordinance 23-41 An Ordinance To Amend Volume I, Chapter Vii Of The Code Of The Township Of Neptune By Adding A Resident Only Handicapped Parking Zone On Heck Ave

Explanatory Statement: This ordinance will add a new resident handicap parking space outside the property of 136 Heck Ave.

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

Ordinance 23-42 An Ordinance To Further Amend And Supplement Chapter 2 “Administration” Article Vii “Administrative Policies And Procedures” Of The Township Of Neptune By Defining And Regulating Cannabis Taxation And Collection.

Explanatory Statement: This Ordinance supplements Chapter 2 Article VII by including definitions for language that is used related to taxation and collection of all cannabis sales.

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

Ordinance 23-43 An Ordinance Adopting The Amended Redevelopment Plan For Ocean Grove North End Located In The Township Of Neptune, County Of Monmouth, New Jersey

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

Ordinance 23-44 Bond Ordinance Providing For Various Ada Improvements To The Municipal Complex, By And For The Township Of Neptune, In The County Of Monmouth, State Of New Jersey; Appropriating \$450,000 Therefor And Authorizing The Issuance Of \$270,000 Bonds Or Notes Of The Township To Finance Part Of The Cost Thereof

Explanatory Statement: The bond ordinance provides for various ADA improvements to the municipal complex, including, but not limited to, the replacement of an elevator, improvements to bathrooms, and the installation of ADA accessible appurtenances in and for the municipal court. Appropriation: \$450,000.00, Bonds/Notes Authorized: \$270,000.00, Grant \$165,731 (Community Development Block Grant), Down Payment: \$14,269.00, Section 20 Costs: \$60,000.00, Useful life: 15 Years

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

CONSENT AGENDA

- Res #23- 379** Resolution Of The Township Committee Of The Township Of Neptune Authorizing Shared Service Agreement With The Neptune Township Housing Authority For Fleet Maintenance
- Res #23- 380** Resolution Authorizing Neptune Township To Accept A Subgrant Award Of The Federal Fiscal Year 2023 Of Emergency Management Performance Grant And Emergency Management Agency Assistance
- Res #23- 381** Authorize The Execution Of A Shared Services Agreement With The City Of Asbury Park For Maintenance Of Wesley Lake
- Res #23- 382** Resolution Authorizing Agreement Between Neptune Township And Interfaith Neighbors, Inc. For Participation In The Senior Congregate Meals Program
- Res #23- 383** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing Submission Of A Grant Application And Execute A Grant Agreement New Jersey Department Of Community Affairs For Midtown Youth Programs
- Res#23- 384** Resolution Authorizing Budget Transfers Of 2023 Appropriations In The Amount Of In The Current Fund, Sewer Utility Fund, And The Marina Utility Fund
- Res#23- 385** Extend Offer Of Employment For Seasonal/On-Call Drivers In The Department Of Public Works For Snow Plowing
- Res#23- 386** Confirm Employment Of Temporary Electrical Sub-Code Official Due To Emergent Need From October 30 Through December 31
- Res#23- 387** Resolution Authorizing The Purchase Of Various Savin Brand Copiers For The Administration, Engineering, Police, And Police Records Department Under Ricoh USA C/O Atlantic Tomorrow's Office, State Contract #24-Food-52426 For \$58,945.00
- Res#23- 388** Resolution Authorizing The Purchase Of A Speedalert 24" Radar Message Sign Under All Traffic Solutions, Inc., State Contract #17-Fleet-00776, In The Amount Of \$17,065.65
- Res#23- 389** Resolution Authorizing The Purchase Of A 2024 John Deere Gator, Under Central Jersey Equipment LLC (NJ Deere & Company Authorized Dealer), Sourcewell National Cooperative Contract #031121-Dac, In The Amount Not To Exceed, \$31,352.46
- Res#23- 390** Authorizing The Purchase Of Rifle Lights And Scopes From Atlantic Tactical, In An Amount Not To Exceed \$27,000.00
- Res#23- 391** A Resolution Of The Township Committee Of The Township Of Neptune Co-Sponsoring The Wreaths Across America 2023
- Res#23- 392** Authorizing The Execution Of A Settlement Agreement And Amended And Restated Redevelopment Agreement By And Between The Township Of Neptune And OG North End Development, LLC, Pursuant To The Local Redevelopment And Housing Law, N.J.S.A. 40A:12A-1

Et Seq.

- Res#23- 393** Resolution Referring The Proposed Amended Redevelopment Plan For Ocean Grove North End To The Township Of Neptune Planning Board For Review And Report Pursuant To The Local Redevelopment And Housing Law, N.J.S.A. 40A:12A-7
- Res#23- 394** Resolution Authorizing Developer’s Agreement With St. George Greek Orthodox Church Of Asbury Park, N.J., Block 1402, Lot 2, West Bangs Avenue , Neptune Township New Jersey
- Res#23- 395** A Resolution Of The Township Committee Of The Township Of Neptune Rescinding The Liquor License Renewal Of License 1334-32-002-006 For Arista Keg Company
- Res#23- 396** Authorizing The Payment Of Bills

CONSENT AGENDA

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

Separated Resolution

- Res#23- 397** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing Certain Personnel Actions- Public Works

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Lane _____ Williams _____ York _____ Cafferty _____

PRIVILEGE OF THE FLOOR/PUBLIC COMMENTS

Members of the public may address any concern relating to the Township.

The public comment portion of our meeting is to allow the public to bring to the Committee’s attention their concerns or comments. In accordance with N.J.S.A. 10: 4-12(a) and the Neptune Rules of Committee, the Committee asks the public to limit their comments to five minutes or less. The Committee will respect the public’s time by refraining any comment until the speaker has finished with their allotted time. It should be further noted that public comment portion of our meeting is not structured as a question-and-answer session. If a member of the public has questions, they seek answers to, an appointment can be made with the appropriate office, Business Administrator or Township Committee Liaison during regular business hours. The Township Clerk will regulate the time during the comment portion of our meeting. The Committee reserves the right to respond to comments or questions at the conclusion of the speaker’s time.

ADJOURNMENT

Offered by: _____ Seconded by: _____

Time adjourned: _____

**TOWNSHIP OF NEPTUNE
ORDINANCE NO. 23-39**

**AN ORDINANCE TO OF THE TOWNSHIP OF NEPTUNE TO AMEND AND
SUPPLEMENT CHAPTER 16 SEWERS BY AMENDING AND SUPPLEMENTING SECTION
6.5 "COMPENSATION OF COMMISSIONERS"**

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

SECTION 1.

§16-6.5 Compensation of Commissioners

All Commissioners shall ~~serve without compensation~~ **receive compensation not in excess of \$2,000.00 in any one year as shall hereafter be determined by the Ocean Grove Sewerage Authority.**

Commissioners shall also be ineligible for enrollment in any New Jersey State Health Benefits Program, any other health benefits program, any drug prescription program or any dental program.

SECTION 2.

The remainder of all other sections and subsections of the aforementioned ordinance not specifically amended by this Ordinance shall remain in full force and effect.

SECTION 3.

All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency.

SECTION 4.

If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 5.

This Ordinance shall take effect upon its passage and publication according to law.

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

Keith Cafferty
Mayor

TOWNSHIP OF NEPTUNE

ORDINANCE 23-40

ORDINANCE AMENDING NEPTUNE TOWNSHIP CODE CHAPTER 12 ENTITLED "PROPERTY MAINTENANCE"

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

Section 12-1.2 Additions, Insertions and Changes.

§12-1.2(c) (Section PM-106.2, pages 2 – 3) is hereby amended as follows:

Any person, firm, corporation, owner, seller, purchaser or occupant who shall violate the provision of this Code, shall, upon conviction thereof, be subject to removal from such property and/or a fine of not less than \$100.00 or more than \$1,250.00; unless 30 days' notice was provided to the violator in order to afford the violator an opportunity to cure or abate the condition and said condition was not cured or abated, in which case the violator shall be subject to a fine of not more than \$2,000.00, or imprisonment for a term not to exceed 90 days or a period of community service not to exceed 90 days, or any combination thereof, at the discretion of the Municipal Court. Each date that a violation continues after due notice has been served shall be deemed a continued separate offense.

Furthermore, if an owner or responsible person or persons are duly notified of a violation under the Ordinances of the Township of Neptune and shall fail to correct any violation, the Code Official shall cause any public agency or by contract or arrangement through private persons to close any structure or remove or clean any equipment, rubbish, garbage or other unsanitary condition; the cost of such closure, removal or clean up shall be charged against the real estate upon which the violation exists, and shall be a lien upon such real estate.

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

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

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

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

Gabriella Siboni
Township Clerk

Keith Cafferty
Mayor

**TOWNSHIP OF NEPTUNE
ORDINANCE NO. 23-23**

**AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII OF THE CODE OF THE TOWNSHIP
OF NEPTUNE BY ADDING A RESIDENT ONLY HANDICAPPED PARKING ZONE ON
CENTRAL AVE**

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>
Central Ave	1	46 Feet North Of The Northwest Corner Of Central Avenue And Franklin Ave.

SECTION 2

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

Motion/ Second	Roll Call To Adopt On First Reading				Adopted on First Reading Dated: June 12, 2023
	YAY	NAY	ABSTAIN	ABSENT	
Second	Dr. Michael Brantley	X			
	Robert Lane, Jr.	X			
	Nicholas Williams	X			
Motion	Tassie D. York	X			_____
	Keith Cafferty	X			Gabriella Siboni, RMC Township Clerk

Motion/ Second	Roll Call To Adopt On Second and Final Reading				Adopted on Second Reading Dated: June 26, 2023
	YAY	NAY	ABSTAIN	ABSENT	
	Dr. Michael Brantley	X			
Motion	Robert Lane, Jr.	X			
Second	Nicholas Williams	X			
	Tassie D. York	X			_____
	Keith Cafferty	X			Gabriella Siboni, RMC Township Clerk

Gabriella Siboni
Township Clerk

Keith Cafferty
Mayor

**TOWNSHIP OF NEPTUNE
ORDINANCE NO. 23-42**

**AN ORDINANCE TO FURTHER AMEND AND SUPPLEMENT CHAPTER 2
“ADMINISTRATION” ARTICLE VII “ADMINISTRATIVE POLICIES AND PROCEDURES”
OF THE TOWNSHIP OF NEPTUNE BY DEFINING AND REGULATING CANNABIS
TAXATION AND COLLECTION.**

BE IT ORDAINED, by the Township Committee of the Township of Neptune that the Land Development Ordinance be and is hereby amended as follows:

SECTION 1.

§2-67 Definitions

Audit	All financial reporting by licensed cannabis retailers and distributors includes the requirements of a submission of an annual audit prepared by an independent accountant to include verification of the amount of taxes due to the Township
Cannabis	Any usable medical or recreational cannabis or cannabis product that is cultivated, produced, manufactured or consumed.
Sale	All exchanges of cannabis commodity for money
Transfer Tax	A municipal tax, effective August 1, 2022, imposed as a uniform percentage in addition to any other tax or fee imposed pursuant to statute or local ordinance.

§2-67.1 CANNABIS TAXATION

1. It is the purpose of this Section to implement the provisions of P.L., 2021,c,16 which authorizes the governing body of a municipality to adopt an ordinance imposing a tax at a uniform percentage rate not to exceed (2%) of the receipt from each sale by a cannabis cultivator; two percent (2%) of the receipts from each sale by a cannabis manufacturer; one (1%) of the receipts from each sale by a cannabis wholesaler; and two (2%) of the receipts from each sale by a cannabis retailer, which shall be in addition to any other tax or fee imposed pursuant to statute or local ordinance or resolution by any governmental entity upon the cannabis establishment.
2. Unless otherwise defined herein, as used herein, the Township adopts by reference the terms and definitions established in Chapter 24 of this Code and Section 40 of N.J.S.A 24:61-33.
3. There is hereby established a local cannabis transfer tax in the Township of Neptune which shall be fixed at a uniform percentage rate of two percent (2%) of receipts from each sale by a cannabis cultivator and two percent (2%) of the receipts from each sale by a cannabis manufacturer, one (1%) of the receipts from each sale by a cannabis wholesaler; and two (2%) of the receipts from each sale by a cannabis retailer.
4. Any transaction for which the transfer or user tax is imposed, or could be imposed, pursuant to this section, other than those which generate receipts from retail sales by cannabis retailers, shall be exempt from the tax imposed under the "Sales and Use Tax Act," P.L.1966,c30 (C.54:32B-1 et seq.).
5. The cannabis transfer tax shall be in addition to any other tax or fee imposed pursuant to statute or local ordinance or resolution by any governmental entity upon property or cannabis establishment.

SECTION 2.

§2-67.2. COLLECTION

1. The transfer tax or user tax imposed by this article shall be collected or paid, and remitted to Neptune Township by the cannabis establishment from the cannabis establishment

purchasing or receiving the cannabis or cannabis item. The transfer Tax or user Tax shall be stated, charged, and shown separately on any sales slip, invoice, receipt, or other statement or memorandum of the price paid or payable, or equivalent value of the transfer, for the cannabis or cannabis item.

2. Every cannabis establishment required to collect a transfer tax or user tax imposed by ordinance pursuant to this section shall be personally liable for the transfer tax or user tax imposed, collected, or required to be collected under this section. Any cannabis establishment shall have the same right with respect to collecting tax or user tax from another cannabis establishment as if the transferor user tax was part of the purchase price of the cannabis or cannabis item and payable at the same time; provided, however, that the Chief Financial Officer of Neptune Township shall be joined as a party in any action or proceeding brought to collect the transfer tax.
3. No cannabis establishment required to collect a transfer tax or user tax imposed by this section shall advertise or hold out to any person or to the public in general, in any manner directly or indirectly that the transfer tax or user tax will not be separately charged and stated to another cannabis establishment, or that the transfer tax or user tax will be refunded to the cannabis establishment.
4. All revenues collected from the transfer tax or user tax imposed by ordinance pursuant to this section shall be remitted to Neptune Township Chief Financial Officer on a quarterly basis payable for the prior three month's activities and due at the same time as quarterly dates for the collection of property taxes. The revenues due on February 1 of each year shall include all transfer taxes and user taxes collected for the immediate prior months of October, November and December. The revenues due on May 1 of each year shall include all transfer taxes and user taxes collected for the immediate prior months of January, February and March. The revenues due on 1 of each year shall include all transfer taxes and user taxes collected for the immediate prior months of April, May and June. The revenues due on November 1 of each year shall include all transfer taxes and user taxes collected for the immediate prior months of July, August and September. There shall be a ten (10) day grace period for the payment of said transfer tax and/or user tax which will coincide with the ten (10) day grace period typically permitted for property tax payments. There shall be no extension of the cannabis transfer tax / user tax grace period without a resolution of the governing body authorizing a specific extension.
5. All payments to Neptune Township shall be accompanied by certain supporting data and made in a manner prescribed by the Chief Financial Officer.
6. The Chief Financial Officer shall collect and administer the Local Cannabis Transfer Tax and User Tax imposed by this ordinance. The Township shall enforce the payment of delinquent Local Cannabis Transfer Tax and User Tax in the same manner and at the same interest rates as provided for municipal real property taxes.
7. In the event that the Local Cannabis Transfer Tax and User Tax imposed by this section is not paid as and when due by a cannabis business, the unpaid balance, and any interest accruing thereon, shall be a lien on the parcel of real property comprising the cannabis business in the same manner as all other unpaid municipal taxes, fees, or other charges. The lien shall be superior and paramount to the interest in the parcel of any owner, lessee, tenant, mortgagee, or other person, except the lien of municipal taxes, and shall be on a parity with and deemed equal to the municipal lien on the parcel for unpaid property taxes due and owing in the same year. In the event of a delinquency, the Chief Financial Officer shall file with the Tax Collector a statement showing the amount and due date of the unpaid balance and identifying the lot and block number of the parcel of real property that comprises the

delinquent cannabis business. The lien shall be enforced as a municipal lien in the same manner as all other municipal liens are enforced.

SECTION 5.

The remainder of all other sections and subsections of the aforementioned ordinance not specifically amended by this Ordinance shall remain in full force and effect.

SECTION 6.

All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency.

SECTION 7.

If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 8.

This Ordinance shall take effect upon its passage and publication according to law.

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

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

Gabriella Siboni
Township Clerk

Nicholas Williams
Mayor

ORDINANCE NO. 23-43

AN ORDINANCE ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR OCEAN GROVE NORTH END LOCATED IN THE TOWNSHIP OF NEPTUNE, COUNTY OF MONMOUTH, NEW JERSEY

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 development and improvement of areas designated as areas in need of redevelopment or as areas in need of rehabilitation; and

WHEREAS, the Township of Neptune (the “Township”) desires that the land located in an area which has been determined to be an area in need of redevelopment in accordance with the Act (the “Redevelopment Area”), currently designated on the Tax Map of the Township of Neptune as Block 1.01, Lots 3 and 4 and a portion of Lot 2 that is more commonly known collectively as “North End”, as same is set forth on the survey prepared by Gallas Surveying Group and dated October 3, 2019 (the “Project Site”), be redeveloped in accordance with the Ocean Grove North End Redevelopment Plan (the “Redevelopment Plan”, including as same may be amended); and

WHEREAS, the Project Site, which comprises approximately three (3) acres, is located within the Ocean Grove Historic District; and

WHEREAS, the Project Site is owned by the Ocean Grove Camp Meeting Association (“CMA”); and

WHEREAS, OG North End Development, LLC (“OGNED”), a joint venture entity which is comprised of MB2 Ocean Grove, LLC (“MB2”), an affiliate of MB1 Capital Partners, LLC (“MB1”), and Wesley Atlantic Village Enterprises, LLC (“WAVE”), entered into a Ground Lease Agreement with CMA providing OGNED the right to, *inter alia*, develop the Project Site; and

WHEREAS, as authorized by Resolution No. 19-335 of the Township Committee of the Township of Neptune (“Township Committee”), was designated as the exclusive Redeveloper of the Project Site and OGNED and the Township entered into that certain Redevelopment Agreement dated September 9, 2019 (the “Original Redevelopment Agreement”); and

WHEREAS, as described in the Original Redevelopment Agreement, OGNED agreed to implement a mixed use project upon the Project Site comprising, *inter alia*, two (2) buildings, the first of which would include a new, iconic Victorian boutique hotel containing no more than forty (40) rooms, a residential condominium building containing no more than thirty (30) 2-bedroom condominiums at market rate, and approximately 7,600 sq. ft. of boardwalk retail; and a second building which would contain no more than nine (9) condominium units, of which approximately six (6) would be 2-bedroom residential condominiums and approximately three (3) would be 3-bedroom residential condominiums; as well as ten (10) 3-bedroom 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 would be provided; the creation or improvement of certain public open space such as a promenade along Wesley Lake and the preservation of view corridors along Spray Avenue through to Wesley Lake, all in accordance with applicable laws, including the Redevelopment Plan, and the terms and conditions of a Redevelopment Agreement (the “Original Project”); and

WHEREAS, after obtaining site plan approval from the Planning Board of the Township of Neptune (“Planning Board”), OGNED submitted an application for a Certificate of Appropriateness (“COA”) to the Historic Preservation Commission (“HPC”) which included the detailed plans for the Original Project (the

“Original Plans”), as such submission was required by the Redevelopment Plan and the Original Redevelopment Agreement; and

WHEREAS, ultimately, the HPC denied OGNED’s application for a COA for, *inter alia*, failure to comply with the Design Guidelines applicable to the Ocean Grove area of the Township; and

WHEREAS, HPC’s thorough technical comments regarding its consideration of the Original Project and the design components were incorporated into the formal Resolution denying OGNED’s application which was adopted by the HPC on October 25, 2022 (“HPC Resolution”); and

WHEREAS, on or about October 21, 2022, OGNED filed a Verified Complaint in Lieu of Prerogative Writ and Writ for Mandamus against the Township of Neptune and the Zoning Officer of the Township of Neptune in the Law Division of the Superior Court of New Jersey (Docket No. MON-L-2916-22) (the “Complaint” or the “Litigation”) seeking to compel the issuance of a COA permitting the construction of the Original Project as it was reflected in the Original Plans; and

WHEREAS, OGNED alleged in its Complaint that the HPC failed to act on its application in a timely fashion and that as such, the issuance of a permit to implement the Original Plans is merely ministerial in nature and should be issued immediately; and

WHEREAS, the Township and OGNED agreed to temporarily hold the Complaint in abeyance in order to allow for an opportunity to resolve the matter and to discuss the Redevelopment Plan, the terms and conditions of the Original Redevelopment Agreement, and the specific design elements in the Original Plans and the related comments regarding same in the HPC Resolution; and

WHEREAS, the Redevelopment Committee and OGNED have undertaken extensive additional negotiations regarding the redevelopment project to be implemented and protracted, expensive litigation would render the future of the Project Site uncertain, thereby frustrating the Redevelopment Plan and the vision of the Township; and

WHEREAS, therefore, the Township and OGNED desire to enter into a Settlement Agreement and Amended and Restated Redevelopment Agreement (“Amended Redevelopment Agreement”), in order to settle the pending Complaint without further delay and expense and to further the implementation of the Redevelopment Plan, as amended; and

WHEREAS, the Township and OGNED agreed that upon the satisfaction of certain conditions in the Amended Redevelopment Agreement including the adoption of an amendment of the Redevelopment Plan in the form attached hereto as **Attachment A** (“Amended Redevelopment Plan”), the Amended Redevelopment Agreement shall (a) fully replace and supersede the Original Redevelopment Agreement, (b) provide for the new construction and implementation of a project, as specifically reflected in the updated, detailed project plans and drawings (“Architectural Plans”) (the “Project”) and (c) result in the dismissal of the Complaint; and

WHEREAS, the Parties acknowledge that the Amended Redevelopment Agreement and the Architectural Plans attached thereto reflect thoroughly negotiated modifications of the Original Plans and the Township Committee deems such modifications to satisfactorily address a substantial majority of the insightful and detailed comments which were set forth in the HPC Resolution; and

WHEREAS, additionally, the Township Committee deems the Architectural Plans to be materially consistent with the Victorian character of Ocean Grove as well as the Design Guidelines; and

WHEREAS, as set forth in the Amended Redevelopment Agreement, an amendment of the Redevelopment Plan is a condition of the settlement of the Litigation and as such, an ordinance authorizing same is simultaneously presented to the Township Committee with this Resolution; and

WHEREAS, upon passage of this Ordinance Adopting the Amended Redevelopment Plan, the Amended Redevelopment Plan shall amend and supersede the Redevelopment Plan for the Ocean Grove North End; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, the Amended Redevelopment Plan has been referred to the Planning Board for its review and recommendation; and

WHEREAS, the Township Committee has reviewed and considered the recommendations of the Planning Board regarding the proposed Amended Redevelopment Plan; and

WHEREAS, the Township Committee has determined that the Amended Redevelopment Plan will further the overall goals and objectives of the Redevelopment Plan and that the Amended Redevelopment Plan meets the statutory requirements of, and can be adopted consistent with, the applicable provisions of the Redevelopment Law.

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

SECTION 1.

1. The Township Committee has determined that the Amended Redevelopment Plan, a copy of which is attached hereto as **Attachment A**, is in conformance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.
2. The Township Committee has received the comments of the Planning Board and has determined that adopting and implementing the Amended Redevelopment Plan is in the best interest of the Township.

SECTION 2.

Upon full adoption of this Ordinance, the Amended Redevelopment Plan shall fully supersede and replace the Ocean Grove North End Redevelopment Plan.

SECTION 3.

All ordinances or parts of ordinances heretofore adopted that are inconsistent with the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4.

Upon full adoption, the Township Clerk shall transmit a copy of this Ordinance to the Planning Board of the County of Monmouth for filing, pursuant to N.J.S.A. 40:55D-16, and the Clerk shall further transmit a copy of this Ordinance to the Planning Board of the Township of Neptune for review and recommendations, pursuant to N.J.S.A. 40A:12A-7.

SECTION 5.

Township Staff and consultants are hereby authorized and directed to take all actions to

implement this Ordinance as are necessary or appropriate to accomplish its goals and intent.

SECTION 6.

This Ordinance shall become final upon adoption and publication in the manner prescribed by law.

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

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

Gabriella Siboni
Township Clerk

Nicholas
Mayor

Wil

Attachment A (to the Ordinance)

Amended Redevelopment Plan for Ocean Grove North End

**TOWNSHIP OF NEPTUNE
IN THE COUNTY OF MONMOUTH, NEW JERSEY**

BOND ORDINANCE NUMBER 23-44

**BOND ORDINANCE PROVIDING FOR VARIOUS ADA IMPROVEMENTS TO THE
MUNICIPAL COMPLEX, BY AND FOR THE TOWNSHIP OF NEPTUNE, IN THE COUNTY
OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$450,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$270,000 BONDS OR NOTES OF THE TOWNSHIP TO
FINANCE PART OF THE COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY** (not
less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of Neptune, in the County of Monmouth, State of New Jersey (the “Township”). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the amount of \$450,000, said amount being inclusive of a \$165,731 grant received or expected to be received from the Community Development Block Grant Program (the “Grant”) and a down payment in the amount of \$14,269 (the “Down Payment”) for said improvements as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the “Local Bond Law”), which Down Payment is now available from the General Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$450,000 appropriation not provided for by application hereunder of the Grant and the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$270,000 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in a principal amount not exceeding \$270,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are for various ADA improvements to the municipal complex, including, but not limited to, the replacement of an elevator, improvements to bathrooms, and the installation of ADA accessible

appurtenances in and for the municipal court, including all work, materials, labor and appurtenances necessary therefore and incidental thereto, and all in accordance with the plans and specifications therefor on file in the Office of the Township Engineer and available for public inspection and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$270,000.

(c) The estimated cost of said improvements or purposes is \$450,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the Down Payment in the amount of \$14,269 and the Grant in the amount of \$165,731, all available for such improvements or purposes.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Monmouth, make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Monmouth. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Monmouth, shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery

thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or temporary capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs will be on file in the office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes which the Township may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is fifteen (15) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$270,000 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$60,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described in Section 3 hereof are "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 10. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all tax-exempt bonds and notes issued under this bond ordinance.

SECTION 11. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any

change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. The Mayor, the Chief Financial Officer, the Administrator, and any other official/officer of the Township are each hereby authorized and directed to execute, deliver and perform any agreement necessary to undertake the improvements or purposes set forth herein and to effectuate any transaction contemplated hereby.

SECTION 13. This bond ordinance shall take effect twenty (20) days after the first publication of this bond ordinance after final adoption and, if applicable, approval by the Mayor, as provided by the Local Bond Law.

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

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

Gabriella Siboni
Township Clerk

Nicholas Williams
Mayor

**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
IN THE COUNTY OF MONMOUTH, NEW JERSEY**

PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE 23-44 AND SUMMARY

The bond ordinance 23-44, the summary terms of which are included herein, was introduced and passed upon first reading at a regular meeting of the Township Committee of the Township of Neptune, in the County of Monmouth, State of New Jersey, on November 13, 2023. It will be further considered for final passage, after public hearing thereon, at a meeting of the Township Committee to be held at the Township Municipal Complex, 25 Neptune Boulevard, Neptune, New Jersey, on December 18, 2023 at 7:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS ADA IMPROVEMENTS TO THE MUNICIPAL COMPLEX, BY AND FOR THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$450,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$270,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purpose(s): The bond ordinance provides for various ADA improvements to the municipal complex, including, but not limited to, the replacement of an elevator, improvements to bathrooms, and the installation of ADA accessible appurtenances in and for the municipal court.

Appropriation: \$450,000

Bonds/Notes Authorized: \$270,000

Grant: \$165,731 (Community Development Block Grant Program)

Down Payment: \$14,269

Section 20 Costs: \$60,000

Useful Life: 15 years

GABRIELLA SIBONI,
Clerk of the Township of Neptune

**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
IN THE COUNTY OF MONMOUTH, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF FINAL ADOPTION OF BOND ORDINANCE 23-44 AND SUMMARY

The bond ordinance 23-44, the summary terms of which are included herein, has been finally adopted by the Township Committee of the Township of Neptune, in the County of Monmouth, State of New Jersey on December 18, 2023 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS ADA IMPROVEMENTS TO THE MUNICIPAL COMPLEX, BY AND FOR THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$450,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$270,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purpose(s): The bond ordinance provides for various ADA improvements to the municipal complex, including, but not limited to, the replacement of an elevator, improvements to bathrooms, and the installation of ADA accessible appurtenances in and for the municipal court.

Appropriation: \$450,000

Bonds/Notes Authorized: \$270,000

Grant: \$165,731 (Community Development Block Grant Program)

Down Payment: \$14,269

Section 20 Costs: \$60,000

Useful Life: 15 years

GABRIELLA SIBONI,
Clerk of the Township of Neptune

**TOWNSHIP OF NEPTUNE
IN THE COUNTY OF MONMOUTH, NEW JERSEY**

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Clerk of the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by Michael J. Bascom, the Chief Financial Officer of the Township, as of November 13, 2023, that such Supplemental Debt Statement was filed in my office on or by November 13, 2023 and with the Director of the Division of Local Government Services on November 13, 2023.

GABRIELLA SIBONI,
Clerk of the Township of Neptune

**TOWNSHIP OF NEPTUNE
IN THE COUNTY OF MONMOUTH, NEW JERSEY**

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of Neptune, in the County of Monmouth, State of New Jersey (the “Township”), DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

“BOND ORDINANCE PROVIDING FOR VARIOUS ADA IMPROVEMENTS TO THE MUNICIPAL COMPLEX, BY AND FOR THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$450,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$270,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF”,

there was available as a down payment for the improvements or purposes authorized by said bond ordinance \$14,269, which was available from the General Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 10th day of January, 2024

MICHAEL J. BASCOM,
Chief Financial Officer

**TOWNSHIP OF NEPTUNE
IN THE COUNTY OF MONMOUTH, NEW JERSEY**

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Committee of the Township duly called and held on November 13, 2023 at 7:00 p.m. at the Township Municipal Complex, 25 Neptune Boulevard, Neptune, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township as of this 10th day of January, 2024

(SEAL)

GABRIELLA SIBONI,
Clerk of the Township of Neptune

**TOWNSHIP OF NEPTUNE
IN THE COUNTY OF MONMOUTH, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Committee of the Township duly called and held on December 18, 2023, at 7:00 p.m. at the Township Municipal Complex, 25 Neptune Boulevard, Neptune, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township as of this 10th day of January, 2024.

(SEAL)

**GABRIELLA SIBONI,
Clerk of the Township of Neptune**

**TOWNSHIP OF NEPTUNE
IN THE COUNTY OF MONMOUTH, NEW JERSEY**

CLERK'S CERTIFICATE

I, GABRIELLA SIBONI, DO HEREBY CERTIFY that I am the Clerk of the Township of Neptune, in the County of Monmouth (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on November 13, 2023 and finally adopted on December 18, 2023.

2. After introduction, the bond ordinance was published as required by law on November 16, 2023 in the Coaster.

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on December 18, 2023 and was duly published as required by law on December 21, 2023 in the Coaster. No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs, as applicable.

7. The official seal of the Township is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township as of this 10th day of January, 2024.

(SEAL)

GABRIELLA SIBONI,
Clerk of the Township of Neptune

TOWNSHIP OF NEPTUNE

RESOLUTION 23-377

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

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

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

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

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

Description of matter:

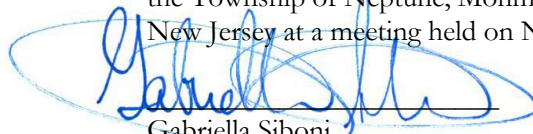
1. Employment and Personnel
 - a. New Hires Public Works, Employee Handbook

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

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

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

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on November 13, 2023.


Gabriella Siboni
Township Clerk

TOWNSHIP OF NEPTUNE

RESOLUTION 23-378

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
TO PROMOTE OFFICERS IN THE POLICE DEPARTMENT**

WHEREAS, the Human Resources Director posted for vacancies in the Police Department; and,

WHEREAS, the resumes that were submitted for the positions were reviewed and interviews subsequently conducted; and,

WHEREAS, the Chief of Police has submitted a recommendation to promote one (1) Lieutenant to Captain, three (3) Sergeants to the rank of Lieutenant and One (1) police officer to the rank of Sergeant consistent with the Department's Standard Operating Procedure for promotions (Ordinance No. 21-38), pursuant to Police Accreditation Standard 2.3.1; and,

WHEREAS, funds will be provided in the 2023 Municipal Budget in the appropriation entitled Police S&W and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the following police officers are hereby promoted to the rank indicated in the Police Department effective November 14, 2023

To the Captain:

Kevin O'Donnell

To the rank of Lieutenant:

Vincent Letsch

James MacConchie

Nicholas Taylor

To the rank of Sergeant:

Kristopher Daly

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.

TOWNSHIP OF NEPTUNE

RESOLUTION 23-379

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
AUTHORIZING SHARED SERVICE AGREEMENT WITH THE NEPTUNE TOWNSHIP
HOUSING AUTHORITY FOR FLEET MAINTENANCE**

WHEREAS, the *Uniform Shared Services and Consolidation Act* (N.J.S.A. 40A:65-1 through 40A:65-35) authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and,

WHEREAS, the Neptune Township Housing Authority (“Authority”) and the Township of Neptune, through the Neptune Township, (“Township”) have identified an area where working together through Shared Services will result in a positive outcome for both the Authority and the Township; and

WHEREAS, Neptune Township will provide the following services under the agreement to the Authority:

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

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

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

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

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

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-380**

**RESOLUTION AUTHORIZING NEPTUNE TOWNSHIP TO ACCEPT A SUBGRANT AWARD
OF THE FEDERAL FISCAL YEAR 2023 OF EMERGENCY MANAGEMENT PERFORMANCE
GRANT AND EMERGENCY MANAGEMENT AGENCY ASSISTANCE**

WHEREAS, the Neptune Township Office of Emergency Management has been awarded State Homeland Security Grant Program Sub-grant AFN #97.042, Subgrant Award #FY23-EMPG-EMAA-1335 from the New Jersey Department of Law and Public Safety, Office of the Attorney General. The subgrant, consisting of \$10,000.00 Federal Award is for the purpose of enhancing the City's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, Neptune Township will use these funds to enhance your Emergency Management Program and that the funds will be used for Emergency Management purposes; and

WHEREAS, the award period is from July 1, 2023 to June 30, 2024; and

WHEREAS, the subgrant award incorporates all conditions and representations contained or made in application and notice of award; and

WHEREAS, the Neptune Township Office of Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an Application for Subgrant Award that has been required by the said New Jersey State Office of Emergency Management.

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

1. That the Township Committee accepts the award of the FFY23 Emergency Management Performance Grant Program (EMPG), Emergency Management Agency Assistance Subgrant (EMAA) in the amount of up to \$10,000.00 Federal Funds from the New Jersey State Police, Office of Emergency Management.
2. That the Chief Financial Officer and Director of Emergency Management are authorized to sign the appropriate subgrant award documents.
3. That copies of this resolutions shall be forwarded to the New Jersey State Police, Office of Emergency Management, the City Business Administrator, the Chief Financial Officer and the County Division of Emergency Management and Office of Treasury.

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-381**

**AUTHORIZE THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE
CITY OF ASBURY PARK FOR MAINTENANCE OF WESLEY LAKE**

WHEREAS, the Township of Neptune and City of Asbury Park desire to share its best practices and resources for weed harvesting and maintenance at Wesley Lake; and,

WHEREAS, the Township of Neptune and the City of Asbury Park desire to enter into a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. to serve the best interests of residents in both municipalities by engaging in activities to maintain Wesley Lake; and,

WHEREAS, the Township and City agree to share equally in the costs of these activities and the Township will act as the lead entity in the procurement of services; and,

WHEREAS, this Agreement shall be effective on the date of the signing of said Agreement through December 31, 2028,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes the execution of an Shared Services Agreement with the City of Asbury Park, a copy of which is on file in the Office of the Municipal Clerk, for weed harvesting and maintenance activities at Wesley Lake, at a cost not to exceed \$7,000.00 per year for each municipality; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Chief Financial Officer, Grants Coordinator, Assistant C.F.O., Public Works Director and the City of Asbury Park.

TOWNSHIP OF NEPTUNE

RESOLUTION 23-382

RESOLUTION AUTHORIZING AGREEMENT BETWEEN NEPTUNE TOWNSHIP AND INTERFAITH NEIGHBORS, INC. FOR PARTICIPATION IN THE SENIOR CONGREGATE MEALS PROGRAM

WHEREAS, Interfaith Neighbors, Inc. is in need of an Agreement with Neptune Township in order to provide noon time meal service to approximately 60 to 70 senior citizens at the Neptune Township Senior Center located at 1607 Corlies Avenue, Neptune Township; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, authorizes municipalities, along with other public entities, to contract with each other for shared services; and

WHEREAS, the Township of Neptune and Interfaith Neighbors, Inc. are desirous of entering into an Agreement whereby Neptune Township at its Senior Center provides to services aforesaid per an Agreement, a true copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the governing body hereby authorizes the Township of Neptune enter into an Agreement for the services aforesaid and the terms set forth in the Agreement attached hereto as Exhibit A for the term beginning January 1, 2024 and terminating on December 31, 2024.

BE IT FURTHER RESOLVED, that the governing body hereby authorizes the Mayor and Clerk to execute the Agreement set forth more fully in Exhibit A.

TOWNSHIP OF NEPTUNE

RESOLUTION 23-383

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND EXECUTE A GRANT
AGREEMENT NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR MIDTOWN
YOUTH PROGRAMS**

WHEREAS, The Township Committee of the Township of Neptune wishes to submit a grant application to the New Jersey for Midtown Youth Programs, and;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township committee of the Township of Neptune that:

- The Township Committee of the Township of Neptune formally approves the grant application for the above stated project.
- All Township officials, including, but not limited to, the Mayor, Business Administrator, Municipal Clerk, and Chief Financial Officer are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.
- The Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Neptune and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

TOWNSHIP OF NEPTUNE

RESOLUTION 23-384

**RESOLUTION AUTHORIZING BUDGET TRANSFERS OF 2023 APPROPRIATIONS IN THE
AMOUNT OF IN THE CURRENT FUND, SEWER UTILITY FUND, AND THE MARINA
UTILITY FUND**

WHEREAS, N.J.S.A. 40A: 4-58 provides for appropriations transfers during the last two (2) months of the budget year, when it has been determined that it is necessary to expend for any of the purposes specified in the budget an amount in the excess of the sum appropriated therefore and where it has been further determined that there is an excess in any appropriation over and above the amount deemed to be necessary to fulfill the purpose of such appropriation.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Neptune, County of Monmouth, State of New Jersey, that the Chief Financial Officer be and hereby is authorized to make transfers among the Fiscal Year 2023 Budget as follows:

CURRENT FUND:

Description	To	From
Human Resources S&W		\$ 10,000.00
Financial Administration S&W		\$ 20,000.00
MIS S&W	\$ 4,000.00	
Revenue Administration S&W	\$ 20,000.00	
Engineering Services S&W		\$ 90,000.00
Engineering Services OE	\$ 60,000.00	
Planning Board S&W	\$ 3,200.00	
LAND USE ADMIN S&W	\$ 500.00	
Zoning Land Use Administration OE	\$ 1,000.00	
Uniform Construction Code S&W	\$ 62,000.00	
Oth Code Enf Functions OE	\$ 4,000.00	
Liability Insurance OE	\$ 120,000.00	
Employee Group Insurance OE	\$ 125,000.00	
Health Benefit Waiver	\$ 12,500.00	
Police Department S&W		\$ 455,200.00
Police Department OE	\$ 45,000.00	
Office of Emergency Management S&W	\$ 12,500.00	
Office of Emergency Management OE	\$ 5,000.00	
EMS S&W	\$ 65,000.00	
EMS OE	\$ 27,000.00	
Streets & Road Maintenance S&W		\$ 50,000.00
Solid Waste Collection S&W		\$ 27,000.00
Buildings and Grounds S&W		\$ 15,000.00
Buildings and Grounds OE	\$ 30,000.00	
Public Works Vehicle Maintenance OE		\$ 132,000.00

Publicity & Tourism S&W	\$	5,000.00	
Water OE	\$	40,000.00	
Telecommunications Costs OE	\$	7,500.00	
Statutory Expenses PERS OE	\$	5,000.00	
Statutory Expenses Social Security OE	\$	145,000.00	
		799,200.00	799,200.00

SEWER UTILITY FUND:

	To	From
Description		
Utility Operating OE	\$ 50,000.00	
TNSA Annual Charge		\$ 116,200.00
Group Insurance	\$ 50,000.00	
MCIA Capital Lease Program	\$ 16,200.00	
	116,200.00	116,200.00

MARINA UTILITY FUND:

	To	From
Description		
Utility Operating OE		\$ 4,200.00
MCIA Capital Lease Program	\$ 4,200.00	
	4,200.00	4,200.00

BE IT FURTHER RESOLVED THAT, copies of this resolution be provided to the Chief Financial Officer, Purchasing Agent, Township Auditor, and the Assistant Chief Financial Officer.

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-385**

**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 2023 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 Casual Employees on an on-call basis only for snow plowing during major snow/ice events during the 2022-2023 winter season at an hourly rate of \$32.00; and,

Jaime Garay
Frank Martuscelli, Sr.
John Matthes

Greg E. LaFrance
John Matthews

Sidney Chasey
John Fritz, Jr

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

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-386**

**CONFIRM EMPLOYMENT OF TEMPORARY ELECTRICAL SUB-CODE OFFICIAL DUE TO
EMERGENT NEED FROM OCTOBER 30 THROUGH DECEMBER 31**

WHEREAS, there is an emergent need for an electrical sub-code official in Neptune Township Code and Construction department in order to maintain operations, and;

WHEREAS, the Township Administrator and Director of Code and Construction took such action to employ part time Electrical Sub-Code Official; and,

WHEREAS, funds for this purpose are available in various line items in the 2023 municipal budget 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 action taken by the Township Administrator and Director of Code and Construction to employ the following part time Electrical Sub-Code Official at a hourly rate of \$50.00 be and is hereby confirmed:

Donald Frangione

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

TOWNSHIP OF NEPTUNE

RESOLUTION 23-387

RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS SAVIN BRAND COPIERS FOR THE ADMINISTRATION, ENGINEERING, POLICE, AND POLICE RECORDS DEPARTMENT UNDER RICOH USA C/O ATLANTIC TOMORROW'S OFFICE, STATE CONTRACT #24-FOOD-52426 FOR \$58,945.00

WHEREAS, the Township of Neptune wishes to purchase various Savin Brand Copiers under Ricoh USA, Inc. c/o Atlantic Tomorrow's Office, State Contract #24-FOOD-52426 in the amount of \$58,945.00, for following departments: Administration (Copy Room), Engineering, Police Department, (Shift Commander) Police (Records); and,

WHEREAS, Ricoh USA, Inc., having an address at 3 Broad Street, Suite 202., Freehold, NJ, 07728, has been awarded under State Contract #24-FOOD-52426, for purposes of providing such services; and,

WHEREAS, N.J.S.A.40A:11-12 permits the purchase of goods and services without advertising for bids when purchased under contract for goods or services entered on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and,

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

1. The purchase of various Savin Brand Copiers, under State Contract #24-FOOD-52426 for \$58,945.00, is hereby approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.
3. That a certified copy of this resolution be forwarded to the Chief Financial Officer, Assistant C.F.O., Police Department, Engineering, and Administration.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on November 13, 2023.

Gabriella Siboni
Township Clerk

Certification of Funds

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

Account Name

Account Number

Ord. #23-32 2023 MCIA

05-220-55-932-020

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 23-388

RESOLUTION AUTHORIZING THE PURCHASE OF A SPEEDALERT 24” RADAR MESSAGE SIGN UNDER ALL TRAFFIC SOLUTIONS, INC., STATE CONTRACT #17-FLEET-00776, IN THE AMOUNT OF \$17,065.65

WHEREAS, the Township of Neptune wishes to purchase a SpeedAlert 24” Radar Message Sign under All Traffic, Inc., State Contract #17-FLEET-00776 in the amount of \$17,065.65, for the Police Department; and,

WHEREAS, All Traffic, Inc., having an address at 14201 Sullyfield Circle, Suite 300, Chantilly, VA, 20151, has been awarded under State Contract #17-FLEET-00776, for purposes of providing such services; and,

WHEREAS, N.J.S.A.40A:11-12 permits the purchase of goods and services without advertising for bids when purchased under contract for goods or services entered on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and,

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

1. The purchase of a SpeedAlert 24” Radar Message Sign, under State Contract #17-FLEET-00776 for \$17,065.65, is hereby approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.
3. That a certified copy of this resolution be forwarded to the Chief Financial Officer, Assistant C.F.O., Police Department.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on November 13, 2023.

Gabriella Siboni
Township Clerk

Certification of Funds

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

Account Name

Account Number

2023 Police Budget O/E

01-201-25-240-020

2023 JAG Edward Byrne Grant

02-213-41-748-020

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 23-389

RESOLUTION AUTHORIZING THE PURCHASE OF A 2024 JOHN DEERE GATOR, UNDER CENTRAL JERSEY EQUIPMENT LLC (NJ DEERE & COMPANY AUTHORIZED DEALER), SOURCEWELL NATIONAL COOPERATIVE CONTRACT #031121-DAC, IN THE AMOUNT NOT TO EXCEED, \$31,352.46

WHEREAS, the Township of Neptune wishes to purchase a 2024 John Deere Gator under Central Jersey Equipment LLC, (NJ Deere & Company Authorized Dealer), Sourcewell National Cooperative, Contract #031121-DAC in the amount not to exceed, \$31,352.46, for the Police Department; and,

WHEREAS, Central Jersey Equipment LLC., having an address at 65 New Jersey Hwy 34, Morganville, NJ, 07751, has been awarded under Sourcewell National Cooperative Contract #031121-DAC, for purposes of providing such services; and,

WHEREAS, N.J.S.A.40A:11-12 permits the purchase of goods and services without advertising for bids when purchased under contract for goods or services entered on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and,

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

1. The purchase of a Sourcewell National Cooperative, under Contract #031121-DAC for \$31,352.46, is hereby approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.
3. That a certified copy of this resolution be forwarded to the Chief Financial Officer, Assistant C.F.O., Police Department.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on November 13, 2023.

Gabriella Siboni
Township Clerk

Certification of Funds

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

Account Name

Gen Cap Ord 16-27 Various Improvements
2023 Police O/E Budget

Account Number

04-215-55-989-020
01-201-25-240-020

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 23-390

AUTHORIZING THE PURCHASE OF RIFLE LIGHTS AND SCOPES FROM ATLANTIC TACTICAL, IN AN AMOUNT NOT TO EXCEED \$27,000.00

WHEREAS, the Qualified Purchasing Agent solicited quotes for Rifle Lights and Scopes for the Police Department; and,

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

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

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

1. The purchase of Rifle Lights and Scopes be awarded to Atlantic Tactical, located at 14 World's Fair Drive, Somerset, NJ, 08873, in an amount not to exceed \$27,000.00, hereby approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.
3. That a certified copy of this resolution be forwarded to the Business Administrator, Chief Financial Officer, and Qualified Purchasing Agent

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on November 13, 2023

Gabriella Siboni
Township Clerk

Certification of Funds

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

Account Name
2023 Police Budget O/E

Account Number
01-201-25-240-020

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 23-391

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
CO-SPONSORING THE WREATHS ACROSS AMERICA 2023**

WHEREAS, it is desirous of the Neptune Township to co-sponsor the Wreaths Across America 2023 event scheduled for December 16, 2023, and;

WHEREAS, The Neptune Township Committee are proud to support Wreaths Across America 2023, an organization dedicated to Remember the Fallen, Honor those that serve and their families and Teach the next generation about the value of freedom, and;

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

- Access for parking on municipal lands
- Provision of tents and chairs
- Traffic control by the Neptune Township Police Department
- Provision of amplification device

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

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

RESOLUTION 23-392

TOWNSHIP OF NEPTUNE

AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT AND AMENDED AND RESTATED REDEVELOPMENT AGREEMENT BY AND BETWEEN THE TOWNSHIP OF NEPTUNE AND 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 development and improvement of areas designated as areas in need of redevelopment or as areas in need of rehabilitation; and

WHEREAS, the Township desires that the land located in an area which has been determined to be an area in need of redevelopment in accordance with the Act (the “**Redevelopment Area**”), currently designated on the Tax Map of the Township of Neptune as Block 1.01, Lots 3 and 4 and a portion of Lot 2 that is more commonly known collectively as “North End”, as same is set forth on the survey prepared by Gallas Surveying Group and dated October 3, 2019 (the “**Project Site**”), be redeveloped in accordance with the Ocean Grove North End Redevelopment Plan (the “**Redevelopment Plan**”, including as same may be amended in the future); and

WHEREAS, the Project Site, which comprises approximately three (3) acres, is located within the Ocean Grove Historic District; and

WHEREAS, the Project Site is owned by the Ocean Grove Camp Meeting Association (“**CMA**”); and

WHEREAS, on or about May 17, 2018, OG North End Development, LLC (“**OGNED**”), a joint venture entity which is comprised of MB2 Ocean Grove, LLC (“**MB2**”), an affiliate of MB1 Capital Partners, LLC (“**MB1**”), and Wesley Atlantic Village Enterprises, LLC (“**WAVE**”), submitted an initial Pre-Submission Form to the Township of Neptune’s Redevelopment Committee (the “**Redevelopment Committee**”) seeking to be designated as the Redeveloper of the Project Site; and

WHEREAS, following certain preliminary reviews, in November 2018, OGNED submitted an updated Pre-Submission Form (the “**Proposal**”) outlining its intention to redevelop the Project Site, together with a set of preliminary plans which were also submitted to the Township of Neptune’s Historic Preservation Commission (“**HPC**”) for preliminary review; and

WHEREAS, at that time, OGNED was the Optionee pursuant to an Option Agreement for the Long Term Lease of the Project Site with CMA, dated May 2, 2018 (the “**Option Agreement**”); and

WHEREAS, the Option Agreement provided OGNED with the option to enter into a long-term lease for the Project Site in order for OGNED to redevelop the Project Site, subject to the Township’s approval; and

WHEREAS, upon the exercise of said option, OGNED and CMA would then enter into a separate agreement, in the form attached to the Option Agreement, containing all of the terms and provisions for OGNED’s long term lease of the Project Site (the “**Ground Lease Agreement**”); and

WHEREAS, on or about September 16, 2019, OGNED and CMA executed and closed upon the Ground Lease Agreement and since then, the Township is advised that a memorandum of same has been duly recorded with the Monmouth County Clerk’s Office; and

WHEREAS, the Proposal called for, upon the exercise by OGNED of the option pursuant to the Option Agreement, the implementation of a mixed use redevelopment project comprising, *inter alia*, two (2)

buildings, the first of which would include a new, iconic Victorian boutique hotel containing no more than forty (40) rooms (the hotel component of this building referred to herein as the **“Hotel”**), a residential condominium building containing no more than thirty (30) 2-bedroom condominiums at market rate (the condominium component of this building referred to herein as the **“Large Condo Building”**), and approximately 7,600 sq. ft. of boardwalk retail; and a second building which would contain no more than nine (9) condominium units, of which approximately six (6) would be 2-bedroom residential condominiums and approximately three (3) would be 3-bedroom residential condominiums (**“Small Condo Building”**); as well as ten (10) 3-bedroom 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 would be provided; the creation or improvement of certain public open space such as a promenade along Wesley Lake and the preservation of view corridors along Spray Avenue through to Wesley Lake, all in accordance with, *inter alia*, the Redevelopment Plan and the terms and conditions of a Redevelopment Agreement; and

WHEREAS, the implementation of the Proposal would also result in the reconstruction of the Wesley Lake Retaining Wall in addition to the implementation of certain public amenities, at no cost to the Township, all as further described in a Redevelopment Agreement, as well as the generation of approximately forty (40) hotel/retail/maintenance jobs and one hundred (100) construction jobs; and

WHEREAS, the Redevelopment Committee vetted the details comprising the Proposal and met with OGNED on several occasions to discuss the Proposal and the implementation of the Redevelopment Plan, generally; and

WHEREAS, additionally, the Township’s Chief Financial Officer obtained and reviewed certain financial information from OGNED as well as the entities which comprise OGNED and determined that OGNED possesses the financial strength and capability to finance and/or obtain such financing as may be necessary to fully implement the Proposal in accordance with, *inter alia*, the Redevelopment Plan; and

WHEREAS, as authorized by Resolution No. 18-395 adopted by the Township Committee of the Township of Neptune (**“Township Committee”**) on November 26, 2018, the Township (a) designated OGNED as the redeveloper of the Project Site conditioned upon the successful negotiation of a Redevelopment Agreement setting forth all the terms and conditions of the implementation of a redevelopment project upon the Project Site, and (b) approved the execution of a Conditional Designation and Interim Cost Agreement (the **“Conditional Designation Agreement”**); and

WHEREAS, on or about December 7, 2018, the Township and OGNED entered into a Conditional Designation Agreement which, *inter alia*, required OGNED to reimburse all of the costs and fees incurred and to be incurred by the Township in connection with the review of the Proposal and the preparation and negotiation of the terms of a Redevelopment Agreement, among other such expenses; and

WHEREAS, as authorized by Resolution No. 19-186 adopted by the Township Committee on April 22, 2019, the Township authorized an extension of the term of the Conditional Designation Agreement; and

WHEREAS, the Township and the Redeveloper engaged in negotiations and the Township ultimately determined that in furtherance of the Township’s goals and objectives to implement the redevelopment contemplated in the Redevelopment Plan, it would be in the Township’s best interests to enter into a Redevelopment Agreement with OGNED being designated as the exclusive Redeveloper of the Project Site; and

WHEREAS, as authorized by Resolution No. 19-335 adopted by the Township Committee on September 9, 2019, the Township and OGNED entered into, *inter alia*, that certain Redevelopment Agreement by and between the Township of Neptune and OG North End Development, LLC dated on or about October 4, 2019 (the **“Original Redevelopment Agreement”**), a full and complete copy of which is on file in the Township Clerk’s office; and

WHEREAS, pursuant to the Original Redevelopment Agreement, OGNED was specifically required to obtain a Certificate of Appropriateness (“**COA**”) from the HPC for the Proposal; and

WHEREAS, following the execution of the Original Redevelopment Agreement, OGNED commenced its pursuit of Governmental Approvals for the implementation of the Proposal and first sought an approval from the Planning Board of the Township of Neptune (“**Planning Board**”); and

WHEREAS, the application submitted to the Planning Board included detailed project plans (“**Original Plans**”) which reflected a redevelopment project generally consistent with the Proposal and contained the components described in the Original Redevelopment Agreement; and

WHEREAS, the Original Plans also included a deck on the roof of the Hotel (“**Hotel Roof Deck**”) as well as, *inter alia*, a common space deck on the roof of the Large Condominium Building (“**Large Condo Building Roof Deck**”); and

WHEREAS, after two (2) public hearings, and by Resolution No. 20-06 adopted by the Planning Board on February 26, 2020, OGNED obtained preliminary and final major site plan approval for the implementation of the Original Plans (“**Original Planning Board Approval**”) subject to the conditions that, *inter alia*, (a) all approvals by other governmental agencies having regulatory jurisdiction over the redevelopment of the Project Site be obtained and (b) OGNED would resubmit its application/reapply to the Planning Board in the event that a material deviation from the Original Plans would be required; and

WHEREAS, by Resolution No. 20-09 adopted by the Planning Board on March 23, 2022, the Original Planning Board Approval was extended; and

WHEREAS, OGNED also obtained a Coastal Area Facility Review Act (CAFRA) Permit and Flood Hazard Area (FHA) Verification from the New Jersey Department of Environmental Protection for the construction of the Original Plans, a full and complete copy of which is on file at the Township Clerk’s office; and

WHEREAS, in its pursuit of a COA, as required by the Redevelopment Plan and the Original Redevelopment Agreement, OGNED submitted an application to the HPC which included the Original Plans as approved by the Planning Board; and

WHEREAS, after several public hearings of the HPC, with the final hearing having been held on June 8, 2022, the HPC denied OGNED’s application for a COA on the record for, *inter alia*, the failure of the Original Project to comply with the Design Guidelines, including with regard to the Hotel Roof Deck and the Large Condo Building Roof Deck; and

WHEREAS, HPC’s thorough technical comments regarding its consideration of the Original Project and the design components were incorporated into the formal Resolution denying OGNED’s application which was adopted by the HPC on October 25, 2022, a full and complete copy of which is on file at the Township Clerk’s office (“**HPC Resolution**”); and

WHEREAS, on or about October 21, 2022, OGNED filed a Verified Complaint in Lieu of Prerogative Writ and Writ for Mandamus against the Township of Neptune and the Zoning Officer of the Township of Neptune in the Law Division of the Superior Court of New Jersey (Docket No. MON-L-2916-22) (the “**Complaint**” or the “**Litigation**”) seeking a Writ of Mandamus to compel the issuance of a COA permitting the construction of the Project as reflected in the Original Plans and as approved by the Planning Board; and

WHEREAS, simultaneously, OGNED filed a Motion for Summary Judgment seeking a Writ of Mandamus to compel the Zoning Officer to issue a COA to permit the implementation of the Original Plans (the “**Motion**”); and

WHEREAS, OGNED alleged in its Complaint that the HPC failed to act on its application in a timely fashion and that as such, the issuance of a permit to implement the Original Plans is merely ministerial in nature and should be issued immediately; and

WHEREAS, on November 8, 2022, the Township filed a Cross-Motion to dismiss the Complaint (“**Cross-Motion**”); and

WHEREAS, the Township and OGNED agreed to temporarily hold the Complaint and Motion in abeyance in order to allow for an opportunity to resolve the matter and to discuss the Redevelopment Plan, the terms and conditions of the Original Redevelopment Agreement, and the specific components and design elements set forth in the Original Plans and the comments regarding the Original Plans set forth in the HPC Resolution, including with regard to the operation of the Hotel Roof Deck and the utilization of the Large Condo Building Roof Deck; and

WHEREAS, the Redevelopment Committee and OGNED have undertaken extensive additional negotiations regarding the redevelopment project to be implemented and both parties recognize that protracted and expensive litigation would render the future of the Project Site uncertain, thereby frustrating the Redevelopment Plan and the vision of the Township; and

WHEREAS, therefore, the Parties now desire to enter into a Settlement Agreement and Amended and Restated Redevelopment Agreement By and Between The Township of Neptune and OGNED (the “**Amended Redevelopment Agreement**”), in substantially the form provided to the Township Committee, in order to settle the pending Complaint without further delay and expense and to further the implementation of the Redevelopment Plan, as amended, and the overall redevelopment of the Project Site which is being stymied by the Litigation, subject to the terms and conditions herein; and

WHEREAS, the Parties agree that upon the satisfaction of certain conditions in the Amended Redevelopment Agreement, including the adoption of an amendment of the Redevelopment Plan, the Amended Redevelopment Agreement shall (a) fully replace and supersede the Original Redevelopment Agreement, (b) provide for the new construction and implementation of a project, including all the project components as described in the Amended Redevelopment Agreement, and as specifically reflected in the updated, detailed project plans and drawings (“**Architectural Plans**”) in compliance with the Redevelopment Plan, as amended, and all Governmental Approvals (the “**Project**”) and (c) result in the dismissal with prejudice of the Complaint by OGNED without the need for further litigation; and

WHEREAS, the Parties acknowledge that the Architectural Plans attached to the Amended Redevelopment Agreement, which reflect the Project to now be constructed by OGNED, contain thoroughly negotiated modifications of the Original Plans and the Township Committee deems such modifications to satisfactorily address a substantial majority of the insightful and detailed comments which were set forth in the HPC Resolution; and

WHEREAS, additionally, the Township Committee deems the Architectural Plans to be materially consistent with the Victorian character of Ocean Grove as well as the Design Guidelines; and

WHEREAS, the Parties further acknowledge that while the Architectural Plans contain the (construction of the) Hotel Roof Deck and the Large Condo Building Roof Deck, the Amended Redevelopment Agreement includes specific provisions limiting the operation of said Hotel Roof Deck and the utilization of the Large Condo Building Roof Deck and expressly requires compliance with all Applicable Laws, including the Township’s Noise Ordinance, and further, that a Deed Restriction including the provisions which shall limit the operation of the Hotel Roof Deck and the utilization of the Large Condo Building Roof Deck shall be recorded against the relevant portions of the Project Site; and

WHEREAS, the Township and the Redeveloper desire to enter into the Amended Redevelopment Agreement in substantially the form attached hereto, as well as the agreements and other such documents related thereto which are attached to the Amended Redevelopment Agreement, including the forms of

Stipulations of Dismissal of the Complaint, for the purpose of setting forth in great detail their respective undertakings, rights and obligations in connection with the development and construction of the Project and to settle the Litigation without further delay and expense; and

WHEREAS, as set forth in the Amended Redevelopment Agreement, an amendment of the Redevelopment Plan is a condition of the settlement of the Litigation and as such, an ordinance authorizing same is simultaneously presented to the Township Committee with this Resolution; and

WHEREAS, finally, the Township Committee recognizes that Ordinance No. 19-34 which was previously adopted by the Township Committee on October 19, 2019 in connection with its consideration of the Original Redevelopment Agreement and the Public Access Easement Agreement provided for therein (and also in the Amended Redevelopment Agreement), remains effective and that said Public Access Easement Agreement has already been executed and placed into an escrow pursuant to an Escrow Agreement, as authorized by Ordinance No. 19-34; and

WHEREAS, accordingly, the Township Committee is not simultaneously considering another Ordinance authorizing the execution of the Public Access Easement Agreement but wishes to reiterate that said Public Access Easement Agreement shall provide the public with access to the Public Access Areas upon completion of the construction of the Project, as set forth in the Original Redevelopment Agreement and also in the Amended Redevelopment Agreement; and

WHEREAS, any capitalized terms not defined herein shall have the meaning ascribed in the Amended Redevelopment Agreement.

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

1. The Mayor or his designee is hereby authorized and directed to execute the Amended Redevelopment 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 OGNED’s payment of all Township Costs, including but not limited to, all legal and other professional fees incurred by the Township that may be due and owing.
2. The Mayor or his designee is hereby authorized and directed to execute the Stipulations of Dismissal, as same are referenced in the Amended Redevelopment Agreement and subject to the conditions set forth in the Amended Redevelopment Agreement, in substantially the forms attached to the Amended Redevelopment Agreement, which legal counsel for the Township has deemed satisfactory, thereby settling and resolving the Complaint (and Motion) and withdrawing or rendering the Cross-Motion moot.
3. The Mayor, 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 fully implement this Resolution.
4. This Resolution shall be effective immediately.

Attachment A (to Resolution)
**Form of Settlement Agreement and Amended and Restated
Redevelopment Agreement**

TOWNSHIP OF NEPTUNE

RESOLUTION # 23- 393

RESOLUTION REFERRING THE PROPOSED AMENDED REDEVELOPMENT PLAN FOR OCEAN GROVE NORTH END TO THE TOWNSHIP OF NEPTUNE PLANNING BOARD FOR REVIEW AND REPORT PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-7

WHEREAS, the Township Committee of the Township of Neptune (the “Township Committee”) previously adopted a Resolution by which Block 1.01, Lots 3 and 4 and a portion of Lot 2 on the Tax Map of the Township of Neptune, that is more commonly known collectively as “North End”, were designated as a non-condemnation area in need of redevelopment; and,

WHEREAS, thereafter, a Redevelopment Plan was prepared by Leon S. Avakian Inc. Consulting Engineers entitled “Redevelopment Plan Ocean Grove North End” (the “Redevelopment Plan” or the “Plan”); and,

WHEREAS, thereafter, the Township Committee adopted an ordinance entitled “AN ORDINANCE ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR OCEAN GROVE NORTH END LOCATED IN THE TOWNSHIP OF NEPTUNE, COUNTY OF MONMOUTH, NEW JERSEY” (the “Ordinance”), proposing the adoption of an amendment of the Redevelopment Plan (the “Amended Redevelopment Plan”); and,

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-7, the Township Committee shall refer all proposed redevelopment plans, or revisions or amendments thereto, to the Neptune Township Planning Board prior to final adoption of same for review and recommendations to be issued in a report.

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

1. A copy of the proposed ordinance entitled “AN ORDINANCE ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR OCEAN GROVE NORTH END LOCATED IN THE TOWNSHIP OF NEPTUNE, COUNTY OF MONMOUTH, NEW JERSEY” shall be transmitted to the Neptune Township Planning Board for its review and recommendations to be issued in a report pursuant to N.J.S.A. 40A:12A-7.
2. Township Staff and consultants are hereby authorized and directed to take all actions to implement this Resolution as are necessary or appropriate to accomplish its goals and intent.
3. This Resolution shall be effective immediately in accordance with the law.

**TOWNSHIP OF NEPTUNE
RESOLUTION #23-394**

**RESOLUTION AUTHORIZING DEVELOPER'S AGREEMENT WITH ST. GEORGE GREEK
ORTHODOX CHURCH OF ASBURY PARK, N.J., BLOCK 1402, LOT 2, WEST BANGS AVENUE ,
NEPTUNE TOWNSHIP NEW JERSEY**

WHEREAS, St. George Greek Orthodox Church of Asbury Park, N.J., is the Developer/Applicant subject to a Final Major Site Plan Approval by the Neptune Township Planning Board seeking to make certain improvements to property located at Block 1402, Lot 2, on the Tax Map of the Township of Neptune, with frontage on West Bangs Avenue (Monmouth County Rt. 17), for purposes of adding an additional 993 burial plots; and

WHEREAS, St. George Greek Orthodox Church of Asbury Park, N.J., has agreed to enter into a Developer's Agreement with the Township of Neptune to guarantee the faithful performance of the obligations and representations associated with the application before the Planning Board of Neptune Township; and

WHEREAS, it is in the best interest of the citizens of the Township of Neptune to enter this Developer's Agreement with St. George Greek Orthodox Church of Asbury Park, N.J., to ensure the proper compliance and guaranteed performance of items and improvements made on said parcel.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the Mayor and Clerk are hereby authorized to execute the aforesaid Developer's Agreement with St. George Greek Orthodox Church of Asbury Park, N.J., a true copy of which is attached hereto as Exhibit "A" for compliance with the Planning Board of Neptune Township's Resolution 22-06, and representations upon submission and approval of all conditions arising from the aforesaid Resolution, and return the same to the Township Attorney for recording in the Clerk's office of Monmouth County.

DEVELOPER'S AGREEMENT

THIS AGREEMENT, entered this 31st day of October 2023,

BETWEEN:

TOWNSHIP OF NEPTUNE, a municipal corporation of the State of New Jersey, located in the County of Monmouth,

hereinafter referred to as "Township"

AND:

ST. GEORGE GREEK ORTHODOX CHURCH OF ASBURY PARK,
N.J.
40 Spruce Drive
Middletown, New Jersey 07748

hereinafter referred to as "Developer";

affects all of the real estate known as:

Block 1402, Lot 2
West Bangs Avenue,
Neptune Township
Monmouth County, New Jersey

WHEREAS, the Developer/Applicant, St. George Greek Orthodox Church of Asbury Park, N.J., (a New Jersey non-profit Corporation) made an application to the Planning Board of the Township of Neptune for a Preliminary and Final Major Site Plan Approval with Bulk Variance relief for the premises known as Block 1402, Lot 2, as reflected on the tax map of the Township of Neptune, consisting of approximately 220,839.01 sq. ft. (5.25 acres) with frontage on West Bangs Avenue (Monmouth County Route 17), for purposes of an additional 993 burial plots with Bulk Variance approval; and

Prepared by: _____
GENE J. ANTHONY, ESQ.

WHEREAS, the Planning Board's final approval under Resolution #22-06 granted the Final Major Site Plan Approval with Bulk Variance approval, subject to incorporated conditions on February 23, 2022; and

WHEREAS, the Developer/Applicant has agreed to construct certain improvements in the form of an additional 993 burial plots, shown on the approved Major Site Plan, survey and other exhibits, and is subject to the Resolution, conditions and records before the Board; and

WHEREAS, in furtherance of the requirements of the Board, the Developer/Applicant shall post performance guarantees for the required improvements as set forth more fully below, and the Developer/Applicant and the Township have agreed to enter into this Agreement; and

WHEREAS, the approved Major Site Plan calls for an additional 993 burial plots with Bulk Variance approval, subject to the Developer/Applicant submitting a landscape plan, subject to the approval of the Board Engineer; that improvements shall be with no disturbance between the proposed retaining wall nearest Cheswick Court and approximately 50 feet to the property line on the southerly side, with the exception of any landscaping as directed by the Board Engineer; securing any and all NJDOT Permits, if required, compliance with all representations made before the Planning Board by its attorney and its expert; certification by a local Soil Conservation District of a plan for soil, erosion and settlement control, if required; all materials and methods of construction detail being in conformance with the current engineering and building requirements of Neptune Township; obtaining approvals required by any Federal, State, County or Municipal Agency; resubmitting this entire package for reapproval should there be any deviation from the terms and conditions of this Resolution; obtaining a statement from the Township of Neptune that all taxes have been paid in full; furnishing of a Cash Bond

and Performance Guarantee prior to issuance of Construction Permit; posting of an Inspection Bond with the Township Clerk in an amount to be determined by the Board Engineer; not removing any soil from the site without prior approval of the Director of Engineering or Planning; compliance with the New COAH Ordinance for building improvements in question (to the extent applicable, if at all); reimbursement to the Township of Neptune Planning Board for all professional fees expended or to be expended with regard to this Application; compliance with all provisions of the Engineering and Planning Report of Leon S. Avakian, Inc., dated January 20, 2022; compliance with Ordinance 527 in the design of the retaining walls; compliance with tree removal replanting requirement (to the extent applicable, if at all); submission of Stormwater Maintenance Plan for professional's review and approval and all other conditions of Resolution 22-06. The approved Major Site Plan calls for certain improvements set forth in the Application and the Planning Board Resolution shown on the submission of the Developer/Applicant including the Major Site Plan Survey and other exhibits and conditions as set forth in the aforesaid memorializing Resolution as well as variances and waivers granted; subject to the site plan entitled, "Preliminary and Final Major Site Plan of St. George Cemetery, Lot 2, Block 402, Township of Neptune, Monmouth County, New Jersey, Tax Map Sheet 41.02" prepared by James A. Kennedy, P. E. of Kennedy Consulting Engineers, LLC, with offices located at 211 Maple Avenue, Red Bank, NJ, 07701.

NOW, THEREFORE, the parties to this Agreement, for and in consideration of the mutual promises and covenants to each other made and for other good and valuable consideration, including the Major Site Plan approval granted by the Planning Board of the Township, hereby agree for themselves, their heirs, executors, administrators, successors and assigns as follows:

1. This Developer's Agreement shall apply only to this project by the Developer/Applicant.

2. The terms and conditions of this Agreement shall be applicable to the following described property: Tax Block 1402, Lot 2 on the tax map of the Township of Neptune.

3. The Developer/Applicant agrees to be bound by the testimony, representations, commitments, approved map and requirements of the Planning Board of the Township of Neptune, matters of fact and matters of law which constitute the file and record of the Board of the Township in this matter and included but not limited to all conditions set forth in the Resolution of the Board and the Plan submitted to the Board, and that it will faithfully discharge all of the obligations and commitments thereof, including, but not limited to site work improvements set forth in Resolution 22-06.

4. Developer/Applicant will construct, in accordance with specifications of the Land Use Ordinance of the Township as amended to date, in a manner satisfactory to the Township Engineer, and in accordance with the Site Plan, improvements set forth on the application and approved Resolution.

5. Developer/Applicant will post with the Township performance guarantee of \$26,256.00 in the following manner and amounts:

a. A Performance Bond or a Letter of Credit, subject to the approval of the Township Attorney, with adequate surety to insure the faithful completion of the improvements aforesaid in the amount of \$23,630.40, plus a cash deposit in the amount of \$2,625.60 representing 10% of the cost of the performance guarantee, or the entire guarantee in cash at the Developer/Applicant's option. The cash deposit shall be the last amount of security released by the Township, so that the entire performance guarantee shall be reduced and released prior to the release of any cash deposit posted herein. All cash deposits hereunder, as well as those required by paragraph 6, shall be by certified,

cashier or bank treasurer's check. (See Engineer's letter of June 27, 2023) attached as Exhibit A).

6. Developer/Applicant shall pay an engineering inspection fee of \$14,400.00 in cash and an attorney's bond review fee and Developer's Agreement preparation fee of \$400.00. All revised Developer's Agreements or new Developer's Agreements shall require additional preparation fees of \$400.00 per agreement.

7. The improvements contemplated in this Agreement and in the application shall be performed within a period of (5) five years from the date hereof, or such additional periods of time as may be granted by the Township in accordance with N.J.S.A. 40:55D-52. In the event of an extension, the Township may annually review the amount of performance guarantees with regards to its sufficiency to ensure faithful completion of remaining required improvements, and if found insufficient, require the Developer/Applicant to increase the amount of the performance guarantees. The issuance of Certificates of Occupancy by the Township within the five (5) year period shall not be deemed a waiver for defects ascertained during said period or subsequent thereto. If the Site Plan project, or any part of the same, is sold, or otherwise conveyed by the Developer/Applicant to another Developer prior to the installation of all improvements aforesaid new security (bond and Developer's Agreements) shall be required from the purchaser. The Developer/Applicant agrees to obtain same for and on behalf of the Township.

8. The Township Engineer shall maintain appropriate records of inspections and related reviews and upon the Developer/Applicant's complete written request, said records shall be made available within a reasonable amount of time for inspection by the Developer/Applicant or its representative during regular business hours of the Township Engineer.

9. Any payments, posting of bonds or other financial obligation required to be performed by the Developer/Applicant in this Agreement, unless specifically set forth otherwise, shall be done and/or performed and tendered to the Township Clerk prior to the release of the Major Site Plan, and prior to the signing of any such Plan.

10. During the course of construction of the improvements shown on the Site Plan, Developer/Applicant shall maintain, or shall be responsible for maintaining the subject premises in a manner which shall be safe, and shall have caused no damage to adjacent publicly owned or privately owned properties, or to members of the public. The date of final acceptance for the purposes of this Agreement is deemed to be the date upon which Developer/Applicant is released from his performance bond, posted a maintenance bond, if same is required, and a Resolution of acceptance pertaining to the required improvements is adopted by the governing body of the Township.

11. Developer/Applicant shall perform all work in full compliance and observance of all ordinances of the Township, as amended by the governing body or modified by the development approvals, and all proper recommendations of the Township Engineer.

12. Developer/Applicant shall deliver to Township, a Certificate of Insurance for general liability coverage in the amounts of not less than \$1,000,000.00/\$2,000,000.00 naming the Township as an additional insured and in a form acceptable to Township Attorney. This insurance shall be in effect until the date of final acceptance as previously defined in this Agreement.

13. Developer/Applicant grants permission for this Agreement to be recorded in the Monmouth County Clerk's Office at its expense, and remain on record until it has complied with the obligations herein, at which time the governing body shall adopt a

Resolution authorizing the execution of a Release and Satisfaction of Developer's Agreement in recordable form.

14. In the event the Township is required to resort to litigation, or other similar action to enforce the terms of this Agreement, it will be entitled to recover costs, including reasonable attorney's fees and expert witness fees from Developer/Applicant.

15. The Township, its consultants, employees and agents, shall be given free access to observe construction details as set forth on the approved Preliminary and Final Major Site Plan. The purpose of such observation shall be limited to providing the Township with a greater degree of confidence that such improvements will be constructed in accordance with the Developer/Applicant's approved submittals. The Township, or its representatives, consultants, employees or agents, shall not supervise, direct or have control over the Developer/Applicant's work during such observations, nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer/Applicant, or safety precautions and programs incident to the work of the Developer/Applicant, or for any failure of the Developer/Applicant to comply with the applicable laws, rules, regulations, ordinances, codes or orders. The Developer/Applicant hereby expressly agrees to indemnify and hold the Township, its representatives, consultants, employees and agents, harmless from and against all claims, costs and liability of every kind and nature, for injury, damage or loss received or sustained by any person or entity in connection with, or on account of, the performance of work at the development Site and elsewhere pursuant to this Agreement, provided said injury, damage or loss is not the result of the negligence of the Township, its representatives, consultants, employees and agents. The Developer/Applicant further agrees to aid and defend the Township, its representatives, consultants, employees and agents, in the event that the Township, its representatives,

consultants, employees and agents, is named as a defendant in an action concerning the performance of work pursuant to this Agreement. The Developer/Applicant is not an agent or employee of the Township.

16. If any terms, provisions or conditions are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

17. The Developer/Applicant has attached hereto (Exhibit B) a list setting forth the names and addresses of the individuals and/or entitled each having an interest of ten percent (10%) or more in this development and hereby certifies the correctness of that list. The Developer/Applicant further agrees that it will provide the Township with any changes in this list, in writing or within 30 days of the date of this occurrence.

18. All notices required or permitted under this Agreement shall be in writing by Certified Mail, return receipt requested, to the address set forth herein or as otherwise designated by the parties in writing.

19. This Developer's Agreement shall be binding upon parties who sign it and upon their successors and interests and assigns. If the Developer/Applicant conveys title to be affected by the Developer's Agreement to a third party purchaser or should other third party succeed to the interest of the Developer/Applicant by way of purchase, deed in lieu of foreclosure, Sheriff's or foreclosure sale and deeds and/or other methods of succession of title, the third party shall be bound by the terms of this Agreement and complete the project in accordance with the terms of the Agreement unless otherwise modified by the Township.

20. The Developer/Applicant must submit evidence to the Board of approval of outside agencies, if required by the Major Site Plan approval, including but not limited to the Local Soil Conservation District, and any Federal, State, County or other Municipal Agency having regulatory jurisdiction over this development. If tree clearance is

required, an appropriate clearing permit must be filed and approved prior to beginning work with full compliance with the Tree Clearance Ordinance of the Township of Neptune (to the extent applicable, if at all).

21. For purpose of construction of this Agreement, the following terms, except as the context may otherwise require means:

- a. "Shall" is mandatory and "may" is permissive.
- b. "Neuter" gender includes the masculine and the feminine.

22. The Developer/Applicant or its successor or assigns is required to comply with the Development Fee Ordinance of Neptune Township and all amendments pursuant to the Land Development Ordinance of the Township of Neptune to the extent applicable. The Developer/Applicant shall make any Affordable Housing Contribution (to the extent applicable, if at all), if approved development is subject to the Land Development Ordinance of Neptune Township with regard to land development contributions, which in such case shall be calculated by the Municipal Tax Assessor or his assigns, if applicable.

23. The Developer/Applicant further agrees to repair and maintain all decorative lighting fixtures, lighting fixture poles, sidewalks and/or trees installed as shown on the approved Plan, including those decorative lighting fixtures installed and trees planted within the public right-of-way, if any are required by such Plan, and not on the Developer/Applicant's property.

24. The Developer/Applicant is responsible for maintenance of the drainage system constructed for the project for the duration of the project. All "proposed drainage easements" as part of the project must be described and shown on all plans with specificity and to the satisfaction of the Township Engineer. Ownership and maintenance responsibility must be clearly identified on all plans for such easements and approved by the Township Engineer.

25. In regard to Storm Water Management, the Township is not responsible to perform routine cleaning or maintenance of any of the drainage systems on-site. A Maintenance Plan shall be provided for the Storm Water Management System on-site by the Developer/Applicant. The Maintenance Plan shall be in accordance with the Neptune Township Land Development Ordinance, Section 528.9 and shall name a responsible party for the necessary Storm Water Maintenance and provide the name, address and available phone contact to the Township upon execution of this Agreement. Any changes in the responsible party shall be shared with the Township within 24 hours of the change. In addition, in accordance with the Neptune Township Land Development Ordinance Section 528.9(b)6, maintenance logs shall be completed and sent to both the Township Public Works Superintendent and the Township Department of Engineering.

26. The Developer/Applicant shall comply with all provisions of the Engineering and Planning Report of Leon S. Avakian, Inc., dated January 20, 2022 to the extent set forth on the record and in the subject Resolution of Approval.

27. In addition to the Storm Water Management System being approved by the Planning Board Engineer, approval shall be contingent upon securing NJDEP approval, if required.

31. The Developer/Applicant shall also follow all other conditions required under Resolution 22-06.

IN WITNESS WHEREOF, the Developer has hereunto caused these presents to be duly executed. The Township has caused this instrument to be signed by its Mayor and attested by its Clerk, and its proper corporate seal to be affixed as of the date and year first above written.

(SEAL)

TOWNSHIP OF NEPTUNE

BY: _____
KEITH CAFFERTY, Mayor

ATTEST:

GABRIELLA SIBONI, RMC
Township Clerk

**ST. GEORGE GREEK ORTHODOX
CHURCH OF ASBURY PARK, N.J.**

BY: Sp P. Pappas
Print name: Spiro P. Pappas
Print title: V. Pres

WITNESS:

Helena M. Silva
Print name: Helena M. Silva
Print title:

STATE OF New Jersey :
COUNTY OF Monmouth :

SS:

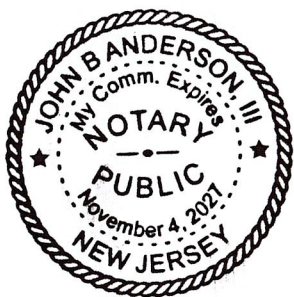
I CERTIFY that on October 31, 2023,

Spiro P. Pappas 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/she is the Vice President of
**ST. GEORGE GREEK ORTHODOX CHURCH OF ASBURY PARK,
N.J.;**
- (c) this person signed, sealed and delivered this document as his or her act and deed.

Signed and sworn to before me
on October 31, 2023

John B. Anderson III
Attorney At Law of New Jersey



STATE OF NEW JERSEY:

SS:

COUNTY OF MONMOUTH:

I CERTIFY that on _____, 2023

GABRIELLA SIBONI

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

- (a) this person is the TOWNSHIP CLERK of the TOWNSHIP OF NEPTUNE, the municipal corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer, who is MAYOR of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper Resolution of the Township Council;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document;
- (e) this person signed this proof to attest to the truth of these facts.

GABRIELLA SIBONI, RMC,
Township Clerk

Signed and sworn to before me
on _____, 2023

GENE J. ANTHONY, ESQ.
Attorney At Law of New Jersey

EXHIBIT "B"

LIST OF NAMES AND ADDRESSES OF INDIVIDUALS AND/OR ENTITIES
HAVING AN INTEREST OF 10% OR MORE IN THE DEVELOPMENT

Not-for-Profit. Not Applicable.

TOWNSHIP OF NEPTUNE

RESOLUTION 23-395

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
RESCINDING THE LIQUOR LICENSE RENEWAL OF LICENSE 1334-32-002-006 FOR
ARISTA KEG COMPANY**

WHEREAS, Resolution 23-254 authorized the renewal of Liquor Licenses for Arista Keg Company (1334-32-002-006), and;

WHEREAS, these establishments are required by law to receive a special ruling pursuant to N.J.S.A. 33:1-12.39 for consideration of renewal of an inactive license, and;

WHEREAS, this ruling was not applied for or obtained by June 30, and;

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Neptune, State of New Jersey that the renewal of Liquor License 1334-32-002-006 by Resolution 23-254 is hereby rescinded.

TOWNSHIP OF NEPTUNE

RESOLUTION #23-396

AUTHORIZING THE PAYMENT OF BILLS

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

November 13, 2023 BILL LIST

Current Fund	\$609,077.86
Grant Fund	\$48,859.20
Trust Other	\$27,221.49
General Capital	\$24,860.71
Sewer Operating Fund	\$995,524.65
Sewer Capital Fund	\$40,632.00
Marina Operating Fund	\$2,085.79
Marina Capital Fund	\$975.00
Dog Trust	\$462.60
Library Trust	\$1,598.68
Bill List Total	\$1,751,297.98

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