

TOWNSHIP COMMITTEE WORKSHOP MEETING – JANUARY 27, 2020 – 6:00 P.M.

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

ROLL CALL

PRESENT/ABSENT

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

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

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

Mayor Lane announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 3, 2020, posting the notice on the Board in the Municipal Complex, and filing a copy of said notice with the Municipal Clerk.

ITEMS FOR DISCUSSION IN OPEN SESSION

1. Discussion – Neptune Day recommended date – Saturday, September 12<sup>th</sup>.
2. Discussion – Field Use fees (resolution on agenda) and Summer Recreation Program fees. (PW)
3. Discussion – Westside Citizens United and Interfaith Neighbors parade on June 27<sup>th</sup> on West Lake Avenue.
4. Review Committee calendars.

Res. # 20-81 – Authorize an Executive Session as authorized by the Open Public Meetings Act.

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

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

RESOLUTION #20-81 – 1/27/20

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

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

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

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

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

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

Personnel – Alternate Prosecutor and Alternate Public Defender appointments

Personnel – Recommendations for Driver and Records Clerk

Real Estate negotiations – 1718 West Lake Avenue

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

4. This Resolution shall take effect immediately.

**TOWNSHIP COMMITTEE MEETING – JANUARY 27, 2020 – 7:00 P.M.**

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

**ROLL CALL**

**PRESENT/ABSENT**

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

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

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

Silent Prayer and Flag Salute

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

Mayor Lane announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 3, 2020 posting the notice on the Board in the Municipal Complex, and filing a copy of said notice with the Municipal Clerk. In addition, the meeting agenda, resolutions and ordinances are posted online at [www.neptunetownship.org](http://www.neptunetownship.org).

**APPROVAL OF MINUTES** – Motion offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve the minutes of the meeting held on January 13, 2020.

**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** - Comments from the Business Administrator on capital projects and matters of public interest.

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

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

**ORDINANCE NO. 20-01** – An ordinance to exceed the municipal budget appropriation limits and establish a cap bank for purpose of introducing the 2020 municipal budget - Final Reading

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

Public Hearing:

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

**CONSENT AGENDA**

Res. #20-82 – Authorize a reduction in the performance guarantee filed by Wayside Associates, LLC for site improvements at Mi Place at Wayside on Wayside Road.

Res. #20-83 – Establish fee schedule for recreation field use.

Res. #20-84 – Authorize the Monmouth County Mosquito Division to conduct aerial mosquito control operation within the Township of Neptune as necessary.

Res. #20-85 – Authorize execution of contracts with various organizations to provide recreation programs and services.

Res. #20-86 – Accept the resignation of Joseph Ryan as an Emergency Medical Technician in the EMS Department.

Res. #20-87 – Accept the resignation of Sean Boyle as an Emergency Medical Technician in the EMS Department.

Res. #20-88 – Rescind offer of employment extended to Mary Rose Edwards for the position of Records Clerk in the Police Department.

Res. #20-89 – Authorize the cancellation and refund of taxes due to error in filing totally disabled veterans exemption (26 Heath Drive).

Res. #20-90 – Authorize participation in an electronic tax sale.

Res. #20-91 – Schedule Neptune Day 2020 for September 12, 2020.

Res. #20-92 – Appoint members to the Rent Leveling Board.

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

Res. #20-93 – Authorize the purchase of a Freightliner roll-off chassis and cab with plow through the Houston-Galveston Area Council Purchasing Program.

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

Res. #20-94 – Authorize the purchase of a roll-off truck body through the Education Services Commission of New Jersey Purchasing Program.

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

Res. #20-95 – Extend offer of employment for the position of Driver in the Department of Public Works.

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

Res. #20-96 – Extend offer of employment for the position of Records Clerk in the Police Department.

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

Res. #20-97 – Award bid for construction of a Public Works/OEM facility at the Public Works Yard.

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

Res. #20-98 – Authorize the payment of bills.

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

Res. #20-99 – Authorize contract for the purchase of 1614 West Lake Avenue (Block 605, Lot 45).

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

**PRIVILEGE OF THE FLOOR/PUBLIC COMMENTS**

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

**ADJOURNMENT**

ORDINANCE NO. 20-01

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND ESTABLISH A CAP BANK FOR PURPOSES OF INTRODUCING THE 2020 MUNICIPAL BUDGET

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

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

WHEREAS, the Township Committee of the Township of Neptune in the County of Monmouth finds it advisable and necessary to increase its CY 2020 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township Committee hereby determines that a 3.5% increase in the budget for said year, amounting to \$345,359.22 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

NOW THEREFORE BE IT ORDAINED, by the Township Committee of the Township of Neptune, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2020 budget year, the final appropriations of the Township of Neptune shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5%, amounting to \$1,240,257.27, and that the CY 2020 municipal budget for the Township of Neptune be approved and adopted in accordance with this ordinance; and,

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

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

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

Vote on Adoption:

Brantley:

McMillan:

Rizzo

Williams:

Lane:

APPROVED ON FIRST READING:

January 13, 2020

APPROVED, PASSED, AND ADOPTED:

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Richard J. Cuttrell,  
Municipal Clerk

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Robert Lane, Jr.,  
Mayor

RESOLUTION #20-82 - 1/27/20

AUTHORIZE A REDUCTION IN THE PERFORMANCE GUARANTEE FILED BY  
WAYSIDE ASSOCIATES, LLC FOR SITE IMPROVEMENTS AT  
MI PLACE AT WAYSIDE ON WAYSIDE ROAD

WHEREAS, on November 26, 2018, Wayside Associates, LLC posted performance bond #2720637 in the amount of \$44,778.96 written by Great American Insurance Company guaranteeing site improvements at Mi Place at Wayside, Wayside Road (Block 2201, Lot 17); and,

WHEREAS, at the request of the Developer, the Township Engineer has inspected the site improvements and has recommended a 70% reduction in the performance guarantees which is the maximum amount of reduction permitted under the Municipal Land Use Law; and,

WHEREAS, the Developer will be notified to post a Change Rider reducing the amount of the performance bond from \$44,778.96 to \$34,129.58 and the Municipal Clerk will accept said Rider when posted,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that a reduction in the Performance Guarantee for Mi Place at Wayside, Wayside Road (Block 2201, Lot 17) be and is hereby approved to the amount of \$34,129.58 and the Change Rider submitted to affect said reduction is hereby accepted; and,

BE IT FURTHER RESOLVED, that the proportionate amount of cash portion of the performance guarantee in the amount of \$1,183.27 shall be refunded to the Developer; and,

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

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrell, Municipal Clerk**



RESOLUTION #20-83 – 1/27/20

ESTABLISH FEE SCHEDULE FOR RECREATION FIELD USE

BE IT RESOLVED, by the Township Committee of the Township of Neptune that the following fee schedule is hereby adopted for use of recreation fields for the year 2020; and,

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Recreation Director and Chief Financial Officer.

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



Richard J. Cuttrell, Municipal Clerk

**NEPTUNE TOWNSHIP 2020 Facility Use Reservation Fees  
(Fees are charged per field) Adopted January 27, 2020**

Facility	Tier 1	Tier 2	Tier 3
	Township Sponsored Rec Leagues*, Resident Schools & Not for-Profits, Neptune Township Departments	Resident Travel Teams, Resident Businesses, Non-Resident Schools, Non-Resident Not-for-Profits	Non-Resident Businesses, For-Profit Organizations & Commercial Entities, Non-Resident Travel Teams
Soccer / Football Field	\$10 per hour	\$15 per hour	\$25 per hour
Beverly Way Softball Field	\$10 per hour	\$15 per hour	\$25 per hour
Bert Willis Softball Field	\$10 per hour	\$15 per hour	\$25 per hour
Jumping Brook Field	\$10 per hour	\$25 per hour	\$40 per hour
Field Lights (in addition to field reserve fee)	\$10 / hour per field	\$15 / hour per field	\$15 / hour per field
Field Lining Fee (Available at Jumping Brook Fields only)	\$25 field	\$25 field	\$25 field
Online Reservation Fee	Applicable Fee**	Applicable Fee**	Applicable Fee**

\*The following Neptune Township sponsored sports are exempt from field use fees and will receive an annual allotment of light use hours before being charged for light use: Neptune Soccer Association – 350 hours, Neptune Baseball – 100 hours, and Neptune Flyers Youth Football & Cheer – 135 hours. \*\*Applicable Credit card fee for Visa & MasterCard & Discover = 2.6% payment processing fee + 25 cents transaction fee. Applicable e-check fee = 1% payment processing fee + 25 cents transaction fee.

RESOLUTION #20-84 - 1/27/20

AUTHORIZE THE MONMOUTH COUNTY MOSQUITO CONTROL DIVISION TO  
CONDUCT AERIAL MOSQUITO CONTROL OPERATIONS WITHIN  
THE TOWNSHIP OF NEPTUNE AS NECESSARY

WHEREAS, the Monmouth County Board of Chosen Freeholders, pursuant to N.J.S.A. 26:9-27 et seq. has elected through its Mosquito Control Division to perform all acts necessary for the elimination of mosquito breeding areas and/or to exterminate mosquitoes within the county; and,

WHEREAS, the County has instituted an Integrated Pest Management Program consisting of surveillance, water management, biological control, and chemical control to exterminate the mosquito population within the County of Monmouth; and,

WHEREAS, prior to conducting aerial dispensing operations over a designated "congested area", the County is required, pursuant to Federal Aviation Administration Regulation (FAR Part 137.51) to secure prior written approval from the governing body of the political subdivision over which the aircraft is to be operated; and,

WHEREAS, the Township of Neptune is designated as a "congested area" by the Federal Aviation Administration and the County has requested that this governing body consent to its proposed aerial dispensing operations,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes the County of Monmouth Mosquito Control Division or its agent to apply pesticides by aircraft for mosquito control in certain areas of the municipality designated by the County as being either larval mosquito habitat or areas harboring high populations of mosquitoes constituting either a nuisance, a health hazard, or both with the understanding that:

1. the County shall utilize pesticides, application equipment and aircraft that are approved for aerial applications by the applicable Federal (USEPA) and State (NJDEP) agencies; and,
2. such operations will be performed in compliance with applicable Federal and State regulations; and,
3. the County will notify the police department of each municipality over which aerial pesticide operations are planned prior to commencement of such operations.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Monmouth County Mosquito Control Division.

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrel, Municipal Clerk**

RESOLUTION #20-85 - 1/27/20

AUTHORIZE EXECUTION OF CONTRACTS WITH VARIOUS ORGANIZATIONS TO  
PROVIDE RECREATION PROGRAMS AND SERVICES

WHEREAS, the Neptune Township Recreation Department has relationships with various organizations to organize and provide various recreational activities and programs in the Township of Neptune; and,

WHEREAS, in some instances, the Township of Neptune provides either sponsorship or funding to said organizations to provide these programs; and,

WHEREAS, it is the desire of the Township to renew the annual contracts with these organizations,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Mayor and Clerk be and are hereby authorized to execute contracts with various organizations and groups that are supported by the Township's Recreation Department and that provide recreational services and programs to Township residents for the year 2020; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Recreation Director, Chief Financial Officer, and Township Attorney.

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrell, Municipal Clerk**

RESOLUTION #20-86 - 1/27/20

ACCEPT THE RESIGNATION OF JOSEPH RYAN AS A  
EMERGENCY MEDICAL TECHNICIAN IN THE EMS DEPARTMENT

WHEREAS, the EMS Director has received a letter from Joseph Ryan resigning as an  
Emergency Medical Technician in the EMS Department effective February 1, 2020,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune  
that the resignation of Joseph Ryan as an Emergency Medical Technician in the EMS Department is  
hereby accepted effective February 1, 2020; and,

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

**CERTIFICATION**

**HEREBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF  
NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrell, Municipal Clerk**

RESOLUTION #20-87 - 1/27/20

ACCEPT THE RESIGNATION OF SEAN BOYLE AS A  
EMERGENCY MEDICAL TECHNICIAN IN THE EMS DEPARTMENT

WHEREAS, the EMS Director has received a letter from Sean Boyle resigning as an  
Emergency Medical Technician in the EMS Department effective February 1, 2020,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune  
that the resignation of Sean Boyle as an Emergency Medical Technician in the EMS Department is  
hereby accepted effective February 1, 2020; and,

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

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



Richard J. Cuttrell, Municipal Clerk

4

RESOLUTION #20-88 - 1/27/20

RESCIND OFFER OF EMPLOYMENT EXTENDED TO MARY ROSE EDWARDS FOR THE  
POSITION OF RECORDS CLERK IN THE POLICE DEPARTMENT

WHEREAS, on January 13, 2020, the Township Committee adopted Resolution #20-80 which extended an offer of employment to Mary Rose Edwards for the position of Records Clerk in the Police Department; and,

WHEREAS, Mary Rose Edwards has declined the offer of employment,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that an offer of employment extended to Mary Rose Edwards for the position of Records Clerk in the Police Department be and is hereby rescinded; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Chief of Police, Chief Financial Officer, Assistant C.F.O., AFSCME Local #2792, and Human Resources Director.

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrell, Municipal Clerk**

RESOLUTION #20-89 – 1/27/20

AUTHORIZE THE CANCELLATION AND REFUND OF TAXES DUE TO ERROR  
IN FILING TOTALLY DISABLED VETERANS EXEMPTION (26 HEATH DRIVE)

WHEREAS, on December 14, 2018, the property known as Block 2603, Lot 40, with an address of 26 Heath Drive was granted a Totally Disabled Veteran Tax Exemption; and,

WHEREAS, on March 11, 2019, the Township Committee adopted Resolution #19-141 which authorized the cancellation of 2018 taxes for this property; and,

WHEREAS, the Assessor's office filed a correction of error with the Monmouth County Board of Taxation. Said filing inadvertently did not correct the property class to 15F; and,

WHEREAS, the error resulted in the property being assessed Taxes for the year 2019; and,

WHEREAS, the Assessing Office is filing a correction for the 2020 Tax year and has requested that Tax Collector's Office cancel and refund the 2019 payment; and

WHEREAS, the amount to cancel and refund are as follows:

<u>Tax Year</u>	<u>Amount to be cancelled and refunded</u>
2019	6,640.92

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

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

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrell, Municipal Clerk**



RESOLUTION #20-90 – 1/27/20

AUTHORIZE PARTICIPATION IN AN ELECTRONIC TAX SALE

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services, and

WHEREAS, the Director of the Division of Local Government Services has promulgated rules and regulations for electronic tax sales, and,

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/RealAuction.com to conduct electronic tax sales, and,

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process, and,

WHEREAS, the Township of Neptune wishes to participate in an electronic tax sale,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, New Jersey, that the Tax Collector is hereby authorized to participate in an electronic tax sale and submit same to the Director of the Division of Local Government Services if necessary; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Tax Collector, Deputy Tax Collector and Auditor.

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrell, Municipal Clerk**

RESOLUTION #20-91 - 1/27/20

SCHEDULE NEPTUNE DAY 2020

BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Recreation Department be and is hereby authorized to conduct the annual Neptune Day on Saturday, September 12, 2020; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Recreation Department, Public Works Department, and Police Department.

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrell, Municipal Clerk**

RESOLUTION #20-92 - 1/27/20

APPOINT MEMBERS TO THE RENT LEVELING BOARD

BE IT RESOLVED, by the Township Committee of the Township of Neptune that Bryan Acianni be and is hereby appointed as a regular member of the Rent Leveling Board for the year 2020; and,

BE IT FURTHER RESOLVED, that Wendell Thomas be and is hereby appointed as the Alternate #2 member of the Rent Leveling Board for the year 2020; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Secretary to the Rent Leveling Board.

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrell, Municipal Clerk**

RESOLUTION #20-93 - 1/27/20

AUTHORIZE THE PURCHASE OF A FREIGHTLINER ROLL-OFF CHASSIS AND CAB WITH PLOW THROUGH THE HOUSTON-GALVESTON AREA COUNCIL PURCHASING PROGRAM

WHEREAS, the Public Works Director wishes to authorize the purchase of a Freightliner 108SD TRA roll-off chassis and cab with Bonnell plow utilizing pricing through the Houston-Galveston Area Council Purchasing Program; and,

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Laws, N.J.S. 40A:11-12; and,

WHEREAS, the Township of Neptune, is authorized pursuant to N.J.S.A. 52:34-6.2(b)(3) to use procurement methods by entering into a nationally recognized cooperative agreement; and;

WHEREAS, the Houston-Galveston Area Council has a nationally recognized cooperative agreement and has awarded Contract No. HT06-18 to Houston Freightliner, Inc. for this equipment; and,

WHEREAS, the Purchasing Agent and Chief Financial Officer recommends the utilization of this contract on the grounds that the price reflects a substantial savings; and,

WHEREAS, the cost to purchase this equipment shall not exceed \$128,468.00; and,

WHEREAS, funds for this purpose are available from Ordinance No. 19-21 and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the purchase of a 2020 Freightliner 108SD TRA chassis and cab with Bonnell plow be and is hereby authorized through the Houston-Galveston Area Council Purchasing Program Contract No. HT06-18, Houston Freightliner Inc., at an amount not to exceed \$128,468.00

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

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrell, Municipal Clerk**

RESOLUTION #20-94 - 1/27/20

AUTHORIZE THE PURCHASE OF A ROLL-OFF TRUCK BODY THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY PURCHASING PROGRAM

WHEREAS, the Public Works Director wishes to authorize the purchase of an American Roll-Off ARH Series truck body utilizing pricing through the Educational Services Commission of New Jersey Purchasing Program; and,

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Laws, N.J.S. 40A:11-12; and,

WHEREAS, the Educational Services Commission of New Jersey Purchasing Program has awarded Contract ESCNJ 17/18-30 to Omaha Standard, Inc. for this equipment; and,

WHEREAS, the Purchasing Agent and Chief Financial Officer recommends the utilization of this contract on the grounds that the price reflects a substantial savings; and,

WHEREAS, the cost to purchase this equipment shall not exceed \$46,331.81; and,

WHEREAS, funds for this purpose are available from Ordinance No. 19-21 and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the purchase of an American Roll-Off ARH Series truck body for the Public Works Department be and is hereby authorized through the Educational Services Commission of New Jersey Purchasing Program Contract ESCNJ 17/18-30, Omaha Standard, Inc. at an amount not to exceed \$46,331.81; and,

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

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrell, Municipal Clerk**

RESOLUTION #20-95 - 1/27/20

EXTEND OFFER OF EMPLOYMENT FOR THE POSITION OF DRIVER  
IN THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, there is a vacancy in the position of Driver in the Public Works Department; and,

WHEREAS, the position was duly posted and applicants have been interviewed; and,

WHEREAS, the Human Resources Director and Public Works Director have made their recommendation to hire a current part-time seasonal employee; and,

WHEREAS, funds will be provided for the first three months of 2020 in the 2020 Temporary Budget and funds for the balance of 2020 will be provided in the Budget for the year 2020, when finally adopted, in the appropriation entitled 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 an offer of employment be and is hereby extended to Anthony Delloiacono for the position of Class B Driver in the Department of Public Works, Roads Department, on a probationary basis for a period of not less than 90 days and not exceeding one year, contingent upon favorable results of the required pre-employment testing, effective January 28, 2020, at an annual salary of \$31,200.00; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Public Works Director, Chief Financial Officer, Assistant C.F.O., AFSCME Local #2792, and Human Resources Director.

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #20-96 - 1/27/20

EXTEND OFFER OF EMPLOYMENT FOR THE POSITION OF RECORDS CLERK  
IN THE POLICE DEPARTMENT

WHEREAS, there is a vacancy in the position of Records Clerk in the Police Department;  
and,

WHEREAS, the position was duly posted and applicants have been interviewed; and,

WHEREAS, the Human Resources Director and Police Department have made their  
recommendation; and,

WHEREAS, funds will be provided for the first three months of 2020 in the 2020 Temporary  
Budget and funds for the balance of 2020 will be provided in the Budget for the year 2020, when  
finally adopted, 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 an offer of employment be and is hereby extended to Alison Walby for the position of Records  
Clerk in the Police Department, on a probationary basis for a period of not less than 90 days and not  
exceeding one year, contingent upon favorable results of the required pre-employment testing,  
effective February 3, 2020, at an annual salary of \$27,300.00; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Chief of  
Police, Chief Financial Officer, Assistant C.F.O., AFSCME Local #1844, and Human Resources  
Director.

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #20-97 - 1/27/20

AWARD BID FOR CONSTRUCTION OF A PUBLIC WORKS/OEM FACILITY  
AT THE PUBLIC WORKS YARD

WHEREAS, on January 22, 2020, the Township Engineer received bids for the award of a contract for the construction of a Public Works/OEM facility at the Public Works Yard; and,

WHEREAS, said bids were reviewed by the Township Engineer, Consulting Engineer, and Township Attorney who have recommended that the bid be awarded to the lowest bid submitted by Kappa Construction Corp.; and,

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

WHEREAS, funds for this purpose will be provided in Ordinances No. 16-27, 18-19 as amended by 19-10, 19-30, and 19-31, and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that a contract be awarded to Kappa Construction Corp. on their lowest responsible of \$3,997,000.00 for the base bid and two allowances for construction of a Public Works/OEM facility at the Public Works Yard; and,

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

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



Richard J. Cuttrell, Municipal Clerk



RESOLUTION #20-98 – 1/27/20

AUTHORIZE THE PAYMENT OF BILLS

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

CURRENT FUND	5,699,261.20
GRANT FUND	12,615.39
TRUST FUND	104,390.48
GENERAL CAPITAL FUND	152,026.38
SEWER OPERATING FUND	70,477.99
SEWER CAPITAL FUND	209,564.83
MARINA OPERATING FUND	1,774.62
DOG TRUST	175.80
LIBRARY TRUST	2,231.48
BILL LIST TOTAL	\$6,252,518.17

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

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrell, Municipal Clerk**

RESOLUTION #20-99 – 1/27/20

AUTHORIZE CONTRACT FOR THE PURCHASE OF 1614 WEST LAKE AVENUE  
(BLOCK 605, LOT 45)

WHEREAS, the property known 1614 West Lake Avenue (Block 605, Lot 45) is located in a Redevelopment Area, is presently owned by Jenna A. Crawford-Hundley; Alexis Crawford; Alwyn Crawford and Winifred Crawford, and is important with regard to the redevelopment of the area; and

WHEREAS, as a result of negotiations between the Township Attorney and the attorney for the property owners, Kevin Wigenton, Esq., and based on prior appraisals of the property, it is the recommendation of the Township Attorney and the Township Administrator, who further participated in these negotiations, that the Township should enter into a contract to purchase the property at 1614 West Lake Avenue, Block 605, Lot 45, owned by the aforesaid parties, at a purchase price of \$185,000.00; and

WHEREAS, funds for this purpose are available in Ordinance No. 17-22, and the Chief Financial Officer has so certified in writing,

NOW, THEREFORE, BE IT RESOLVED, that Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, hereby authorizes the Township Attorney to finalize the contract and the addendum to the contract, attached hereto and made a part hereof as Exhibit A, to purchase the property located at 1614 West Lake Avenue (Block 605, Lot 45) for a purchase price not to exceed \$185,000.00, and that the Mayor and Clerk are hereby authorized to execute the contract and addendum to the contract; and,

BE IT FURTHER RESOLVED, that the addendum execution will lead to further actions by the Township with regard to conditions within the contract, such as inspection of the subject property, which will be undertaken and supervised by the Township Administrator; and,

BE IT FURTHER RESOLVED, that after said addendum actions have been completed, if it is the Township's desire to obtain title to the subject property, the governing body shall approve of said transfer by separate Ordinance.

**CERTIFICATION**  
**HEREBY CERTIFY THE ABOVE TO BE A TRUE**  
**COPY OF A RESOLUTION ADOPTED BY THE**  
**TOWNSHIP COMMITTEE OF THE TOWNSHIP OF**  
**NEPTUNE ON JANUARY 27, 2020**



**Richard J. Cuttrell, Municipal Clerk**

# Contract for Sale of Real Estate

This Contract for Sale is made on November \_\_, 2019  
BETWEEN

JENA CRAWFORD-HUNDLEY  
ALEXIS CRAWFORD  
ALWYN CRAWFORD  
WINIFRED CRAWFORD

(Soc. Sec. No.)

whose address is  
14 Marcy Drive  
Neptune, NJ 07753 (JCH)  
852 Morningcreek Drive, NW  
Kennesaw, GA 30152 (AC & AC)  
610 Sewall Avenue, Apt. 10L  
Asbury Park, NJ 07712 (AC)

referred to as the "Seller,"  
AND  
TOWNSHIP OF NEPTUNE

(Soc. Sec. No.)

whose address is  
25 Neptune Blvd.  
Neptune, New Jersey 07753

referred to as the "Buyer,"  
The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. **Purchase Agreement.** The Seller agrees to sell and the Buyer agrees to buy the Property described in this Contract.
2. **Property.** The property (called the "Property") to be sold consists of (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this Contract. The real property to be sold is commonly known as 1614 WEST LAKE AVENUE in the TOWNSHIP of NEPTUNE in the County of MONMOUTH and State of New Jersey 07753. It is shown on the municipal tax map as Lot 45 in Block 605. This Property is more fully described in the attached addendum.

3. **Purchase Price.** The purchase price is \$ 188,000.00
4. **Payment of Purchase Price** The Buyer will pay the purchase price as follows:
 

Earnest Money Deposit Due at Signing	\$	5,000.00
Additional Deposit Due within Ten (10) days of Signing	\$	
Amount of mortgage (paragraph 6)	\$	
By assuming the obligation to pay the present mortgage according to its terms, this mortgage shall be in good standing at the closing. Either party may cancel this Contract if the Lender does not permit the Buyer to assume the mortgage (estimated balance due).	\$	
By the Seller taking back a note and mortgage for . years at prevailing % interest with monthly payments based on a 30-year payment schedule. The Buyer will pay the Seller's attorney \$ 0.00 for the preparation of the necessary documents. The Buyer will also pay all recording costs and provide the Seller with an adequate Affidavit of Title.	\$	
Balance to be paid at closing of title, in cash or by certified or bank cashier's check, wire or attorney's trust account check (subject to adjustment at closing).	\$	180,000.00

5. **Deposit moneys.** All deposit moneys will be held in trust by KEVIN P. WIGENTON, ESQ. until time of closing.

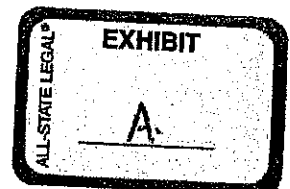
6. **Mortgage Contingency.** The Buyer agrees to make a good faith effort to obtain a first mortgage loan upon the terms listed below. The Buyer has until N/A, to obtain a commitment from a lender for this mortgage loan or to agree to buy the Property without this loan. If this is not done before this deadline, and any agreed-upon extensions, either party may cancel this Contract.

Type of Mortgage:  conventional  FHA  VA  other \_\_\_\_\_  
Amount of Loan: \$ \_\_\_\_\_ Interest Rate: prevailing %  
Length of Mortgage: \_\_\_\_\_ years with monthly payments based on a \_\_\_\_\_ year payment schedule.  
Points: \_\_\_\_\_ The Buyer agrees to pay prevailing points for a total of \$ N/A

1818 - Contract for Sale of Real Estate  
Long Form - Ind. or Corp. - Plain Language  
Rev. 9/02 P104

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The Seller agrees to pay 0.00 points for a total of \$ 0.00

7. **Time and Place of Closing.** The closing date cannot be made final at this time. The Buyer and Seller agree to make **December 12, 2019**, the estimated date for the closing. Both parties will fully cooperate, so the closing can take place on or before the estimated date. The closing will be held at **office of the Attorney** for the Buyer or at another convenient place.

8. **Transfer of Ownership** At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer a properly executed deed and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.

9. **Type of Deed.** A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide, and the Buyer agrees to accept a deed known as bargain and sale with covenants against grantors' acts.

10. **Personal Property and Fixtures.** Many items of property become so attached to a building or other real property that they become a part of it. These items are called fixtures. All fixtures are **INCLUDED** in this sale unless they are listed below as being **EXCLUDED**.

a) The following items are **INCLUDED** in this sale:

b) The following items are **EXCLUDED** from this sale: **Barbar Chairs**

11. **Physical Condition of the Property.** This Property is being sold "As Is." The Seller does not make any claims or promises about the condition or value of any of the Property included in this sale. The Buyer has inspected the Property and relies on this inspection and any rights which may be provided for elsewhere in this Contract. The Seller agrees to maintain the grounds, buildings and improvements subject to ordinary wear and tear. Seller agrees to leave the Property in broom-clean condition, free of debris.

12. **Inspection of the Property.** The Seller agrees to permit the Buyer to inspect the Property at any reasonable time before the closing. The Seller will permit access for all inspections provided for in this Contract.

13. **Building and Zoning Laws.** The Buyer intends to use the Property as a Single family home. The Seller states that this use does not violate any applicable zoning ordinance, building code or other law. The Buyer will obtain and pay for all inspections and/or repairs required by law. This includes any municipal "Certificate of Occupancy."

14. **Flood Area.** The federal and state governments have designated certain areas as "flood areas." This means they are more likely to have floods than other areas. If this Property is in a "flood area" the Buyer may cancel this Contract within 30 days of the signing of this Contract by all parties.

15. **Property Lines.** The Seller states that all buildings, driveways and other improvements on the Property are within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines of this Property.

16. **Ownership.** The Seller agrees to transfer and the Buyer agrees to accept ownership of the Property free of all claims and rights of others, except for:

a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any house or other improvement on the Property;

b) recorded agreements which limit the use of the Property, unless the agreements: (1) are presently violated; (2) provide that the Property would be forfeited if they were violated, or (3) unreasonably limit the normal use of the Property; and

c) all items included in Schedule A as part of the description of the Property.

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exception.

17. **Correcting Defects.** If the Property does not comply with paragraphs 15 or 16 of this Contract, the Seller will be notified and given 30 days to make it comply. If the Property still does not comply after that date, the Buyer may cancel this Contract or give the Seller more time to comply.

18. **Inspection of Property by Buyers:**

a) **Kind of Inspections.** The Buyer may have the Property inspected by a home inspection service or by a construction expert at the Buyer's expense. The inspection may include the structural and mechanical condition of the Property, the presence of radon gas, along with an inspection of the plumbing, heating, cooling and electrical systems. The Buyer may also inspect the septic or other sewerage disposal system and test the well, water system and the quality of the water. The Buyer may also make an inspection to determine if the Property is free of any damage or infestation caused by termites, dry rot, fungi, wood-destroying insects and other pests or organisms.

b) **Time and Access for Inspections.** All inspections must be completed and Seller notified of the results within 5 days of the date this Contract is executed by all parties. The Seller agrees to provide the Buyer with reasonable access to make all of the inspections provided for in this Contract.

c) **Results of Inspections and Remedies.** If the inspections reveal any serious defects and the parties do not agree on what corrective actions or repairs are to be made by the Seller, either party may cancel this Contract.

**Lead Paint.** The Buyer acknowledges that: **N/A**

The Seller has provided the Buyer with an EPA-approved lead hazard information pamphlet.

The Seller has attached to this Contract a Lead Warning Statement (see ALL-STATE form NC132).

- The Seller has disclosed the presence of known lead-based paint and/or lead-based paint hazards and has provided additional information concerning the known lead-based paint and/or lead-based paint hazards, or has indicated no knowledge of the presence of lead-based paint and/or lead-based paint hazards.
- The Seller has provided the Buyer with a list of any records or reports available to the Seller pertaining to lead-based paint and/or lead-based paint hazards or Seller has indicated that no such records or reports are available.

**19. Lead Paint Sale Contingency.** This Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until 9 p.m. on the tenth calendar-day after the signing of this Contract by all parties for housing built before 1978. [Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet, "Protect Your Family from Lead in Your Home," for more information.] This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within 15 days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have 15 days to respond to the counter-offer or remove this contingency and take the Property in "As Is" condition or this Contract shall become void. The Buyer may remove this contingency at any time without cause. (42 U.S.C. 4852d) (61FR 9064)

**20. Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.)**

- (a) **Applicability:** If the property (i) has a potable water supply furnished by a private well located on the property, or (ii) the potable water supply is furnished by a well that has fewer than 15 service connections or that does not regularly service an average of at least 25 individuals daily at least 60 days out of the year, then the water supply must be tested as a condition of the sale.
- (b) **Testing Parameters:** The water test must conform with the parameters established in the Private Well Testing Act and any additional parameters as required by the Department of Environmental Protection.
- (c) **Disclosure:** Closing of title shall not occur unless both the Buyer and the Seller have received and reviewed a copy of the water test results. At closing, the Buyer and Seller shall certify in writing that they have received and reviewed the water test results.

**21. Risk of Loss.** The Seller is responsible for any damage to the Property, except for normal wear and tear, until the closing. If there is damage, the Buyer can proceed with the closing and either:

- a. requires that the Seller repair the damage before the closing, or
- b. deduct from the purchase price a fair and reasonable estimate of the cost to repair the Property

In addition, either party may cancel this Contract if the cost of repair is more than 10% of the purchase price.

**22. Cancellation of Contract.** If this Contract is legally and rightfully canceled, the Buyer can get back the deposit and the parties will be free of liability to each other. However, if the Contract is canceled in accordance with paragraphs 13, 14, 17, 18, or 19 of this Contract, the Seller will pay the Buyer for all title and survey costs.

**23. Assessments for Municipal Improvements.** Certain municipal improvements such as sidewalks and sewers may result in the municipality charging Property owners to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the closing will be paid by the Seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low), or the Buyer will return any excess to the Seller (if the estimate proves to have been too high).

**24. Adjustments at Closing.** The Buyer and Seller agree to adjust the following expenses as of the closing date: rents, municipal water charges, sewer charges, taxes, interest on any mortgage to be assumed and insurance premiums. If the Property is heated by fuel oil, the Buyer will buy the fuel oil in the tank at the closing date. The price will be the current price at that time as calculated by the supplier. The Buyer or the Seller may require that any person with a claim or right affecting the Property be paid off from the proceeds of this sale.

**25. Possession.** At the closing the Buyer will be given possession of the Property. No tenant will have any right to the Property unless otherwise agreed to in this Contract.

**26. Complete Agreement.** This Contract is the entire and only agreement between the Buyer and the Seller. This Contract replaces and cancels any previous agreements between the Buyer and the Seller. This Contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that the Seller has not made any other contract to sell the Property to anyone else.

**27. Parties Liable.** This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

**28. Notices.** All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract, or to that party's attorney.

29. **New Residential Construction.** If this Contract is for the sale of a New Residential Property, a Notification Regarding Off-Site Conditions MUST be attached to notify the purchaser regarding off-site conditions which may affect the value of this property. New Residential Construction Off-Site Conditions Disclosure Act, P.L. 1995, c. 253 (C. 46:3C-1 et seq.). (See All-State Form #132)

30. **Realtor's Commission.** The Seller agrees to pay the REALTOR(s) a commission for services rendered in procuring this sale as follows: N/A

31. **Attorney Review (N.J.A.C. 17:27-6.2).**

- a) **Study by Attorney.** The Buyer or the Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her review of the Contract within a three-day period. This Contract will be legally binding at the end of this three-day period unless an attorney for the Buyer or Seller reviews and disapproves of the Contract.
- b) **Counting the Time.** You count the three days from the date of delivery of the signed Contract to the Buyer and the Seller. You do not count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day period for attorney review.
- c) **Notice of Disapproval.** If an attorney for the Buyer or the Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and the other party named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the Broker's office. The attorney may, but need not, inform the Broker(s) of any suggested revisions in the Contract that would make it satisfactory.
- d) The names and full addresses of all persons to whom a Notice of Disapproval must be sent in order to be effective as provided in item "c" above of this Attorney Review Provision are as indicated below.

32. Parties acknowledge and agree that there is no Real Estate Broker involved in this transaction; therefore, no real estate commission will be paid.

33. Parties acknowledge and agree that Buyer shall be responsible for any and all municipal requirements (Certificate of Occupancy and/or Smoke Detector Certifications). Buyer will apply for the C/O within 10 days of the signing of this contract.

34. Email and Fax transmissions between attorneys and/or other representatives shall constitute "Notice" under the contract, except for Time of the Essence Notice which shall be done by certified mail, return receipt requested.

35. Parties acknowledge and agree that Buyer shall be responsible for ensuring that the property is vacant and no tenant or anyone else will have a right to occupy or have any claims to the property.

**SIGNED AND AGREED TO BY:**  
Witnessed or Attested by:

Date Signed:

		<u>BUYER</u> for TOWNSHIP OF NEPTUNE
As to Buyer(s)		<u>BUYER</u>
	2020-01-09	e-Signed by Jena Crawford-Hundley <u>SELLER JENA CRAWFORD-HUNDLEY</u>
	2020-01-09	e-Signed by Alexis Crawford <u>SELLER ALEXIS CRAWFORD</u>
As to Seller(a)		<u>SELLER ALWYN CRAWFORD</u>
	2020-01-09	e-Signed by Alwyn CRAWFORD <u>SELLER ALWYN CRAWFORD</u>
	2020-01-09	e-Signed by Winifred Crawford <u>SELLER WINIFRED CRAWFORD</u>

**ADDENDUM TO CONTRACT OF SALE**

**BETWEEN JENA CRAWFORD-HUNDLEY, ALEXIS CRAWFORD, ALWYN  
CRAWFORD, WINIFRED CRAWFORD**

**AND**

**THE TOWNSHIP OF NEPTUNE**

1. **PROPERTY.** The property to be sold consists of: (a) the land and all the buildings, structures and fixtures on the land; (b) all of the Sellers' rights related to the land; and (c) all personal property specifically included in this addendum to the contract. The real property to be sold is commonly known as 1614 West Lake Avenue, in the Township of Neptune, County of Monmouth and State of New Jersey. It is also known on the Municipal Tax Map as Block 605, Lot 45.

2. **PAYMENT OF PURCHASE PRICE.** The Purchaser will pay the purchase price as follows:

This Agreement is not conditioned or contingent upon the Purchaser being able to obtain funding and financing available, since said financing is presently available. However, this contract is subject to and conditioned and contingent upon approval of the governing body of the Township of Neptune both by Resolution with regard to the contract of sale and addendum and by Ordinance with regard to the transfer of property. The total purchase price due and owing shall be paid at closing of title in cash, certified check, cashier check, bank check or attorney's trust account check in the amount of \$185,000.00 (subject to adjustments, if any, at closing). There shall be no deposit.

3. **TIME AND PLACE OF CLOSING.** The closing will take place on or before February 24, 2020, at the law office of Gene J. Anthony, 48 South Street, Eatontown, New Jersey, or Scott Title, LLC, with offices at 268 Broad Street, Ste. 3, Red Bank, New Jersey 07701, or any other designated location.

4. **TRANSFER OF TITLE/SURVEY.** Upon execution of this Agreement, Purchaser may cause, at Purchaser's expense, an accurate boundary survey of the Property to be made by a licensed surveyor of the State of New Jersey, which survey is to be certified to Purchaser and its representatives. Purchaser agrees to use the metes and bounds descriptions from such survey in the Deed together with such other descriptions of the Property that are deemed necessary by the Purchaser, its funding sources and/or Title Company. The Purchaser shall not be obligated to close title until such time as monuments will be installed on the Property in accordance with any funding source or State Agency, if monuments are considered required. In addition, the survey may be required to be approved by the funding source or certain state agencies.

Prepared By:

Gene J. Anthony, Esq.  
N.J.S.A. 46:15-13

- a. At the closing the Sellers will transfer a Fee Simple Absolute Title of the property to the Purchaser, which title shall be free of exceptions and encroachments and is marketable and insurable at regular rates by a title company authorized to conduct business in New Jersey. Should a survey obtained by the Purchaser reveal any encumbrances, liens, easements or other restrictions of record, then the Purchaser may, in its option, provide the Seller with thirty (30) days to clear such encumbrances, liens, easements or other restrictions of record or void the contract, in which case, the Purchaser shall have no further obligations or duties to the Seller. The Seller will give the Purchaser a properly executed Deed and an adequate Affidavit of Title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.

5. TYPE OF DEED. A Deed is a written document used to transfer ownership of property. In this sale, the Sellers agrees to provide or allow the Purchaser to prepare and the Purchaser agrees to accept a Deed known as a Bargain and Sale (covenant against grantor).

6. RISK OF LOSS. The Sellers are responsible for any damage to the property, including but not limited to environmental damage, except for normal wear and tear, or that damage caused intentionally or by the negligence of the Purchaser until the closing.

7. PHYSICAL CONDITION OF THE PROPERTY. This property is being sold "as is," subject to any contingencies and conditions agreed to in part of this contract, if any. The Purchaser will take no actions that will in any way impact negatively on the present use of the land and location of the aforesaid, or this representation. The Purchaser shall have the right to conduct a walkthrough inspection of the property prior to closing.

8. INSPECTION CLAUSE. The Purchaser has the right to undertake an inspection of the subject property for environmental reasons under the Inspection Contingency Period or "Due Diligence Period" to determine whether any environmental issues exist and whether remediation and the cost thereof is necessary. The "Due Diligence Period" shall be for 30 days after full execution of this Agreement. Should it be determined after a report has been prepared by a qualified engineer within the time period prescribed by this Agreement that environmental issues require remediation, then the Seller shall be subject to the cost of said remediation, and the closing date may be delayed subject to completion of remediation.

9. QUALITY OF TITLE. This sale is subject to the property being free of any easements and restrictions of record. The Purchaser shall confirm by survey the metes and bounds description of the property as represented by the Seller. Title shall be transferred free of any restrictions of record or clouds on title. The Seller agrees to convey clear and marketable title. Conveyance shall be subject to a Title Search ordered by the Purchaser from a licensed and qualified Title Company, and subject to a Title Policy being able to be issued by a licensed Title Insurance Company, which establishes clear title, subject to easements, restrictions of record, zoning ordinances, if any, which the Seller represents has



not been violation and do not render the title of marketable. Physical possession of the premises shall be delivered to the purchaser at the time of closing of title and delivery of the Bargain and Sale Deed.

10. BROKERS REPRESENTATION. Both parties to this agreement acknowledge that no broker was used for the sale of this property, nor is either party responsible for any fees or commissions to any broker.
11. NOTICE REQUIREMENT. The parties hereby acknowledge that all notices will be served on the respective parties' attorney either by fax, email or mailing the same.
12. COMPLETE AGREEMENT. This contract is the entire and only agreement between the Purchaser and the Seller. This contract replaces and cancels any previous agreement between the Purchaser and the Seller. This contract can only be changed by an agreement in writing signed by both Purchaser and Seller. The Seller also promises that the Seller has not made any other contract to sell the property to anyone else.
13. PARTIES LIABLE. This contract is binding upon all parties who sign it and all who succeed in their rights and responsibilities.
14. FAILURE OF PURCHASER OR SELLER TO SETTLE. In the event the Seller willfully fails to close title to the property in accordance with this contract, the Purchaser may commence any legal or equitable action to which the Purchaser may be entitled. In the event that the Purchaser fails to close title in accordance with this contract, the Seller may commence an action for damages if it has suffered the same or any equitable action the Seller may be entitled to.
15. MEGAN'S LAW STATEMENT. Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of a convicted sex offender in an area, in their professional capacity. Real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information as may be disclosed to you.
16. NOTICE OF OFF SITE CONDITIONS. Pursuant to the new Residential Construction Off Site Conditions Disclosure Act, P.L. 1995, c. 253, the clerks of municipalities in New Jersey maintain lists of off site conditions which may affect the value of residential properties in the vicinity of the off site condition. Purchaser may examine the list and are encouraged to independently investigate the area surrounding this property in order to become familiar with any off site conditions which may affect the value of the property. In cases where the property is located near the border of a municipality, Purchaser may wish to examine the list maintained by the neighboring municipality.
17. RESPONSIBILITY FOR TAXES. It is understood between the parties, that the Seller shall continue to be responsible for any taxes normally arising from the sale of the property. It is also recognized however, that the Seller may be exempt from the New Jersey Transfer Tax where the property is being transferred to a municipality such as the

Township of Neptune. The Seller shall also be responsible for payment of all Federal and State Inheritance and/or Estate Taxes, if applicable and provide all necessary waivers.

18. INDEPENDENT LEGAL COUNSEL. The parties hereby acknowledge that each party has or has had an opportunity to obtain separate legal advice and counsel and that the Township Attorney of Neptune represents the Township of Neptune and does not represent the Seller in this matter.

19. PERSONAL PROPERTY. Prior to closing of title, Seller shall provide a list of personal property items which will be removed from the subject property based on the consent of the Purchaser. The Purchaser will not be penalized for any delay in closing due to the Sellers' lack of compliance with this clause.

20. RELEASE. Effective upon the closing of title hereof, this Agreement shall operate as a release by each party of any and all claims, demands, causes of action, obligations, setoffs, restitutions, sanctions, penalties, liabilities, losses, injuries, damages and costs of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, contingent or liquidated, which, in law, equity or otherwise, it ever had, now claims or could claim to have, or may in the future have, or claim or could claim to have, against the other and their respective agents, employees, attorneys, affiliates, insurers, successors and assigns arising out of or in connection with (i) the Property; and (ii) any and all claims that were asserted or could have been asserted in the action.

a. It is understood and agreed that the Sellers are not making and have not at any time made any warranties or representations of any kind or character, express or implied with respect to the Property, including but not limited to, any warranties or representations as to habitability, merchantability or fitness for a particular purpose or any other matter or thing regarding the Property. The Township acknowledges and agrees that upon closing the Sellers shall and convey to the Township and the Township shall accept the Property, "AS IS, WHERE IS, WITH ALL FAULTS;" subject to all conditions in Paragraph 8 of this Agreement. The Township shall rely solely on its own investigation with respect to the Property, including the Property's physical, environmental or economic condition, compliance or lack thereof with any ordinance, order, permit or resolution. In addition to, and not by way of limitation of, the sale of Property on an AS IS CONDITION WITH ALL FAULTS based under this Agreement, the Township acknowledges that the Sellers make no representations or warranties whatsoever to the township regarding the (i) physical condition of the Property, or (ii) presence or absence of Hazardous Materials in, at or under the Property; subject to Purchaser's rights under Paragraph 8 of this contract.

21. PLAIN LANGUAGE LAW. The undersigned hereby acknowledge in plain language. This will confirm that the undersigned's attorneys have reviewed this document and that when in doubt, the attorneys have explained the doubtful portions in plain English. Consequentially, the undersigned waive any rights the principals would have had under the so-called Plain Language Statute.

22. TENANTS. The Sellers hereby acknowledge that the subject property is vacant of any occupants, businesses or tenants and that the Township takes said property subject to the subject property being vacant in its entirety; not subject to residential or commercial

tenancies, and should said property have tenants on the subject property, it will be the Sellers' responsibility to legally remove said tenants prior to closing of title.

SIGNED AND AGREED TO UPON THIS \_\_\_\_\_ DATE OF \_\_\_\_\_, 20\_\_\_\_  
BY:

Witnessed or Attested by:

**PURCHASER**  
**Township of Neptune**

\_\_\_\_\_  
RICHARD J. CUTTRELL, CLERK  
As to Purchaser

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

MAYOR

Witnessed or Attested by:

**SELLERS**

\_\_\_\_\_  
As to Seller

By: DocuSigned by:  
*Jena Crawford-Hundley* 1/10/2020  
CECC00DF8884B0...  
JENA CRAWFORD-HUNDLEY

\_\_\_\_\_  
As to Seller

By: DocuSigned by:  
*Alexis Crawford* 1/10/2020  
38EAD170B4E4F1  
ALEXIS CRAWFORD

\_\_\_\_\_  
As to Seller

By: DocuSigned by:  
*Alwyn Crawford* 1/10/2020  
DE743A7F6FCD486...  
ALWYN CRAWFORD

\_\_\_\_\_  
As to Seller

By: DocuSigned by:  
*Winifred Crawford* 1/10/2020  
CD978F3F9015478...  
WINIFRED CRAWFORD