

**TOWNSHIP COMMITTEE WORKSHOP MEETING – JUNE 27, 2016 – 6:00 P.M.**

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

<u>ROLL CALL</u>	<u>PRESENT/ABSENT</u>
J. Randy Bishop	_____
Dr. Michael Brantley	_____
Carol Rizzo	_____
Nicholas Williams	_____
Kevin B. McMillan	_____

Also present: Vito D. Gadaleta, Business Administrator; Michael J. Bascom, Chief Financial Officer; Gene Anthony, Township Attorney; and Richard J. Cuttrel, Municipal Clerk.

Mayor McMillan 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 7, 2016, posting the notice on the Board in the Municipal Complex, and filing a copy of said notices with the Municipal Clerk.

**ITEMS FOR DISCUSSION IN OPEN SESSION**

1. Discussion – Energy aggregation.
2. Discussion – Certified Local Government.
3. Discussion – Potential locations for a skate park and a dog park.
4. Discussion – Ocean Grove Parking Task Force.
5. Review Committee calendars/update on outstanding issues and capital items.  
- Various on-going capital improvement projects.

Res. # 16-288 – Authorize an Executive Session as authorized by the Open Public Meetings Act.

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

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

**TOWNSHIP COMMITTEE MEETING – JUNE 27, 2016 – 7:00 P.M.**

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

<u>ROLL CALL</u>	<u>PRESENT/ABSENT</u>
J. Randy Bishop	_____
Dr. Michael Brantley	_____
Carol Rizzo	_____
Nicholas Williams	_____
Kevin B. McMillan	_____

Also present at the dais: Vito D. Gadaleta, Business Administrator; Michael J. Bascom, Chief Financial Officer; Gene J. Anthony, Township Attorney; 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 McMillan 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 7, 2016 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 June 13th.

**PROCLAMATION**

The Mayor will present a proclamation to Jade Wilson who was recently crowned New Jersey - America's National Teenager Scholarship Organization Miss 2016

**COMMENTS FROM THE DAIS**

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

**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. 16-20** – An ordinance to amend Section 201 and Zoning Schedule B of the Land Development Ordinance of the Township of Neptune by defining “effective land area” and amending the maximum floor area ratio calculation - Final Reading

*Explanatory Statement: This ordinance amends the Land Use Ordinance by adding the definition of “effective land area” and amending the calculation for maximum floor area ratio in the Schedule of Bulk Regulations.*

Public Hearing:

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

**ORDINANCE NO. 16-21** – An Ordinance to Amend Volume I, Chapter VII of the Code of the Township Of Neptune by adding Resident Handicapped On-Street Parking Zones on Bath Avenue and Beach Avenue and converting existing handicapped parking zones to Resident Handicapped On-Street Parking Zones on Abbott Avenue, Mt. Hermon Way and Broadway - Final Reading

*Explanatory Statement: This Ordinance authorizes resident handicapped on-street parking zones in front of 34 Bath Avenue, 31 Abbott Avenue, 134 Mt. Hermon Way and 83 Broadway, and on Beach Avenue adjacent to 16 Lake Avenue.*

Public Hearing:

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

**ORDINANCE NO. 16-22** – An ordinance to amend Volume I, Chapter VI, of the Code of the Township of Neptune to add Section 6-8 concerning employee regulation; identification card requirements and fees for establishments holding Plenary Retail Consumption Licenses, Plenary Retail Distribution Licenses and/or Club Licenses - Final Reading

*Explanatory Statement: This ordinance creates a regulatory process, including registration, background check and identification card, for certain employees of establishments possessing a Division of Alcoholic Beverage Control license.*

Public Hearing:

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

**ORDINANCE NO. 16-23** – An ordinance amending and supplementing Section 412 of the Land Development Ordinance of the Township of Neptune by amending the provisions for temporary trailers, dumpsters, portable storage units and like portable on-demand storage containers when placed on a public roadway within the Historic District. - First Reading

*Explanatory Statement: This ordinance prohibits dumpsters and temporary storage units on public roadways in the historic district from 3:00pm Friday and 8:00 am Monday during the summer season (May 15<sup>th</sup> and September 15<sup>th</sup>).*

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

**ORDINANCE NO. 16-24** – An ordinance to amend Volume I, Chapter VII of the Code of the Township of Neptune by adding resident handicapped on-street parking zones on Mt. Tabor Way, Pitman Avenue and Spray Avenue. - First Reading

*Explanatory Statement: This Ordinance authorizes a resident handicapped on-street parking zone in front of 69 Mt. Tabor Way, 35 Pitman Avenue and 16 Spray Avenue.*

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

The Public Hearings on Ordinances 16-23 and 16-24 will be held on Monday, July 11th.

**CONSENT AGENDA**

Res. # 16-289 – Accept a performance guarantee in connection with site improvements at 23 Seaview Avenue.

Res. # 16-290 – Renew liquor license held by Atlantic Coast Food Systems, LLC.

Res. # 16-291 – Place lien on various properties.

Res. # 16-292 – Authorize sponsorship of Community Health Fair.

Res. # 16-293 – Authorize an amendment to the 2016 municipal budget to realize monies from a Division of Alcoholic Beverage Control Cops in Shops Grant.

Res. # 16-294 – Reject all bids for reconstruction of South Concourse.

Res. # 16-295 – Employ temporary seasonal personnel for the Summer Recreation Program.

Res. # 16-296 – Employ temporary Municipal Interns.

Res. # 16-297 – Authorize employment of on-call part-time Code Enforcement Inspectors.

Res. # 16-298 – Accept the resignation of George Waterman as Assistant Economic Development Coordinator.

Res. # 16-299 – Authorize settlement in the matter of Mazzara Trucking and Excavation Corp., and the Township of Neptune.

Res. # 16-300 – Authorize the cancellation of a mortgage in connection with a Façade Improvement Program Loan issued to R Deal Holding, LLC (409 Highway 35).

Res. # 16-301 – Authorize the renewal of liquor license for the 2016-2017 licensing year.

Res. # 16-302 – Authorize settlement between the Neptune Township and Fair Share Housing Center, in the matter of the Township of Neptune, County of Monmouth (Mount Laurel) filed in the Superior Court of New Jersey, Monmouth County, Law Division; Docket No. L-2236-15 by Neptune Township.

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

Res. # 16-303 – Appoint Ocean Grove Parking Task Force.

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

Res. # 16-304 – Award bid for Central Avenue Road Improvement Project.

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

**The Mayor announces the following appointment to the Historic Preservation Commission:**

**Joseph Wierzbinsky as a Class C member for an unexpired four-year term**

Res. # 16-305 – Confirm Mayor’s appointment to the Historic Preservation Commission.

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

Res. # 16-306 – Award bid for roof repairs to the Public Works Garage.

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

Res. # 16-307 – Authorize the payment of bills.

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

**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. 16-23

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 412 OF THE LAND DEVELOPMENT ORDINANCE OF THE TOWNSHIP OF NEPTUNE BY AMENDING THE PROVISIONS FOR TEMPORARY TRAILERS, DUMPSTERS, PORTABLE STORAGE UNITS AND LIKE PORTABLE ON-DEMAND STORAGE CONTAINERS WHEN PLACED ON A PUBLIC ROADWAY WITHIN THE HISTORIC DISTRICT

BE IT ORDAINED by the Township of Neptune of the County of Monmouth in the State of New Jersey that the Land Development Ordinance, Section 412.21, Subsection H, shall be amended as follows (added language is reflected in **bold**):

§412.21 TEMPORARY TRAILERS, DUMPSTERS, PORTABLE STORAGE UNITS AND LIKE PORTABLE ON-DEMAND STORAGE CONTAINERS

- H. Prohibition of dumpsters, portable storage units or like portable on-demand storage containers in certain private property areas and in public areas.
1. It shall be generally unlawful for any person to construct or place a storage container for garbage, such as a “dumpster” or a storage container for portable on-demand storage, such as a portable storage unit as defined in this ordinance upon any front yard of private property or upon any Township owned or unaccepted dedicated street, avenue, highway, lane, alley or public place. No permit shall be issued for such use or storage of dumpsters, portable storage units or like portable on-demand storage containers unless the applicant establishes a hardship by satisfying one or more of the following criteria:
    - (a) Narrowness of distance between property lines making placement of the dumpster, portable storage units or like portable on-demand storage containers elsewhere other than at the front of said private property or at a public area difficult if not impossible.
    - (b) Parking needs affected.
    - (c) Traffic flow affected.
    - (d) Other reasons establishing the necessity of placement on the front of private property or on a public area.
  2. Should the applicant demonstrate a hardship warranting placement of a dumpster, portable storage unit or like portable on-demand storage container on the front yard of private property or on a public area as defined above, the Director of Code

Enforcement shall issue a permit with regards to dumpsters, portable storage units or similar portable on-demand storage containers on a temporary basis, in the case of a dumpster for a period not to exceed ninety (90) days and in the case of a portable storage unit or like portable on-demand storage containers not to exceed thirty (30) days. Extensions cannot be granted for more than the aforesaid time period set unless a longer period is granted by site plan approval before the Planning Board or Zoning Board. Both a permit for a dumpster and a permit for portable storage container shall require a fee of Thirty (\$30.00) Dollars.

3. **Should a permit be issued for the placement of a dumpster, portable storage unit or like portable on-demand storage container on a public area, as defined above in Paragraph 1, within the Ocean Grove Historic District, the dumpster, portable storage unit or like portable on-demand storage container shall not be permitted in the public area on a weekend during the summer season. Weekend shall be defined as between Friday at 3:00 p.m. and Monday at 8:00 a.m. Summer season shall be defined as between the dates of May 15<sup>th</sup> and September 15<sup>th</sup>. This prohibition shall extend to Tuesday at 8:00 a.m. should the weekend be followed by Memorial Day, Labor Day or the 4<sup>th</sup> of July legal holiday.**
4. Any permit may be revoked by the Director of Code Enforcement if it is determined that the existence of the dumpster, portable storage unit or like portable on-demand storage container is affecting traffic flow or affecting the safety or welfare of the public.

All Ordinances or parts of Ordinances which are inconsistent herewith are repealed, but only to the extent of such inconsistency.

The Ordinance shall become effective immediately upon its final passage and publication as required by law.

APPROVED ON FIRST READING:

APPROVED, PASSED AND ADOPTED:

ATTEST:

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Richard J. Cuttrell,  
Municipal Clerk

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Kevin B. McMillan,  
Mayor

ORDINANCE NO. 16-24

AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY ADDING RESIDENT HANDICAPPED ON-STREET PARKING ZONES ON MT. TABOR WAY, PITMAN AVENUE, AND SPRAY AVENUE

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

SECTION 1

Volume I, Chapter VII, Section 7-21.7 – Resident Handicapped On-Street Parking, is hereby amended by adding the following:

<u>Name of Street</u>	<u>No. of Spaces</u>	<u>Location</u>
Mt. Tabor Way	1	North side of Mt. Tabor Way beginning 143 feet west of the northwest intersection of Mt. Tabor Way and Pilgrim Pathway
Pitman Avenue	1	North side of Pitman Avenue beginning 112 feet east of the northeast intersection of Pitman Avenue and Central Avenue
Spray Avenue	1	South side of Spray Avenue beginning 24 feet east of the southeast intersection of Spray Avenue and Beach Avenue

SECTION 2

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

APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

\_\_\_\_\_  
Richard J. Cuttrel, Municipal Clerk

\_\_\_\_\_  
Kevin B. McMillan, Mayor



RESOLUTION #16-288 – 6/27/16

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:

Contract negotiations – Schoolhouse Square/KMJ Construction.  
Contract negotiations – South Concourse flood mitigation project.  
Legal matters - Municipal Court.

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.

RESOLUTION #16-289 - 6/27/16

ACCEPT PERFORMANCE GUARANTEE IN CONNECTION WITH  
SITE IMPROVEMENTS AT 23 SEAVIEW AVENUE

WHEREAS, Connieann Acquisitions, Inc. has filed a performance guarantee in the form of cash in the amount of \$4,380.00, guaranteeing proposed site improvements at the major subdivision located at 23 Seaview Avenue (Block 103, Lot 5); and,

WHEREAS, the required inspection fee escrow has also been posted; and,

WHEREAS, the acceptance of this Performance Guarantee does not authorize the issuance of any licenses or permits by the Construction Department but serves as certification to the Planning Board/Board of Adjustment that compliance with the Land Development Ordinance of the Township of Neptune has been met; and,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Performance Guarantee as stated above be and is hereby accepted; and,

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to the Township Engineer, Administrative Officer to the Planning Board, Construction Department and the Developer.

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-290 - 6/27/16

RENEW LIQUOR LICENSE HELD BY ATLANTIC COAST FOOD SYSTEMS, LLC

WHEREAS, Atlantic Coast Food Systems, LLC is the holder of a retail consumption liquor license that is inactive; and,

WHEREAS, in accordance with State law, Atlantic Coast Food Systems, LLC. has petitioned the State of New Jersey Division of Alcoholic Beverage Control to permit the renewal of said inactive license; and,

WHEREAS, the Division of A.B.C. has issued a special ruling, dated June 9, 2016, to authorize the Township of Neptune to consider the application for liquor license renewal filed by Atlantic Coast Food Systems, LLC, the holder of an inactive license #1334-32-025-010; and,

WHEREAS, Atlantic Coast Food Systems, LLC has applied for renewal of said license for the 2016-2017 license year to continue in in-pocket status,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Liquor License #1334-32-025-010 issued to Atlantic Coast Food Systems, LLC be and is hereby renewed for the 2016-2017 licensing year; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Division of Alcoholic Beverage Control and the License Holder.

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-291 - 6/27/16

PLACE LIEN ON VARIOUS PROPERTIES

WHEREAS, Ordinance #843 of the Township of Neptune states that where a violation or condition exists on any property in the Township of Neptune that is of such a nature as to constitute an immediate threat to life, health, safety and the well being of residents in this township unless abated without delay, the Code Enforcement Supervisor may abate the violation or condition immediately or order the owner, operator or occupant to correct the violation or condition within a three-day period; and

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

WHEREAS, the Code Enforcement Supervisor has notified the Township Committee of the Township of Neptune that the owners of said property have failed to correct the condition/violation as ordered; and

WHEREAS, the Code Enforcement Supervisor has had the condition corrected in accordance with Article IV, Section 6.2 (a) of Ordinance #843 at a total cost as indicated below,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Tax Collector be and is hereby authorized to place the following costs as a lien against the following properties; and,

<u>BLOCK/LOT</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
611/13	225 Fisher Avenue	270.00

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

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-292 - 6/27/16

AUTHORIZE SPONSORSHIP OF COMMUNITY HEALTH FAIR

WHEREAS, Mt. Olivet SDA Church, in association with the Monmouth County Sheriff's Office and MURC, is conducting a Community Block Party & Health Fair on August 7, 2016; and,

WHEREAS, the Township of Neptune deems this event to be educational to its citizens at which important health information will be disseminated,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes sponsorship of the Community Block Party & Health Fair on August 7, 2016 from Noon to 6:00 p.m. on Myrtle Avenue between Washington Avenue and Bangs Avenue; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Chief of Police and Officer of Emergency Management.

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-293 - 6/27/16

AUTHORIZE AN AMENDMENT TO THE 2016 MUNICIPAL BUDGET TO REALIZE  
MONIES FROM A DIVISION OF ALCOHOLIC BEVERAGE CONTROL  
COPS IN SHOPS GRANT

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and,

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount; and,

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget for the year 2016 in the sum of \$3,400.00 which is now available from a NJDL&PS Division of Alcoholic Beverage Control Cops in Shops – Summer Shore Initiative 2016 Grant in the amount of \$3,400.00; and,

BE IT FURTHER RESOLVED that the like sum of \$3,400.00 is hereby appropriated under the caption of Cops in Shops - Summer Shore Initiative 2016; and,

BE IT FURTHER RESOLVED, that the above is the result of funds from a NJDL&PS Division of Alcoholic Beverage Control Cops in Shops 2016 Summer Shore Initiative Grant in the amount of \$3,400.00; and,

BE IT FURTHER RESOLVED, that the Clerk forward three certified copies of this resolution to Chief Financial Officer and one copy to the Assistant C.F.O., and Auditor.

Vote:

Bishop: aye  
Brantley: aye  
Rizzo: aye  
Williams: aye  
McMillan: aye

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-294 - 6/27/16

REJECT ALL BIDS FOR RECONSTRUCTION OF SOUTH CONCOURSE

WHEREAS, on May 18, 2016, the Township Engineering Consultant received bids for the award of a contract for the reconstruction of South Concourse; and,

WHEREAS, said bids were reviewed by the Engineering Consultant who has recommended that all bids be rejected because they exceed the Engineer's cost estimate and the amount of authorized funds; and,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that all bids received for the reconstruction of South Concourse be and are hereby rejected because all bids exceed the Engineer's cost estimate and the amount of authorized funds; and,

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

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-295 - 6/27/16

EMPLOY TEMPORARY SEASONAL PERSONNEL FOR  
THE NEPTUNE SUMMER RECREATION PROGRAM

WHEREAS, the Township of Neptune Recreation Department will be sponsoring a Summer Recreation Program; and,

WHEREAS, on May 23, 2016, the Township Committee adopted Resolution #16-248 which authorized the hiring of temporary personnel for the Program; and,

WHEREAS, the Recreation Director recommends a change in the hourly rate of certain substitute Role Models and the addition of several Role Models in Training at no pay,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the hourly rate for substitute Role Models Nykell Lane and Kyle Lewis be and is hereby amended to \$10.00 per hour; and,

BE IT FURTHER RESOLVED, that Justyce Graham, Brendan Valentine and Shaniya Blue be and are hereby employed as Role Models in Training at no pay (experience only); and,

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

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK



RESOLUTION #16-296 - 6/27/16

EMPLOY TEMPORARY MUNICIPAL INTERNS

WHEREAS, the Township of Neptune employs municipal interns of high school age for temporary employment during the summer months through the Clean Communities Program; and,

WHEREAS, on June 13, 2016, the Township Committee adopted Resolution #16-284 which authorized the hiring of nine students to work in this capacity; and,

WHEREAS, since that time, two of the students hired have declined the position; and,

WHEREAS, the Human Resources Director has recommended the employment of additional students to serve as high school level municipal interns; and,

WHEREAS, funds will be provided in the 2016 Municipal Budget through the Clean Communities grant funding 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 employment of Amber Owens and Nicole Dykeman as Municipal High School Interns is hereby rescinded; and,

BE IT FURTHER RESOLVED, that Jordyn Johnson, Pharaoh Henderson-Stewart and Rashaad Pratt be and are hereby employed as temporary Municipal High School Interns assigned to the Department of Public Works and to perform other duties as assigned by the Business Administrator from July 5, 2016 to August 26, 2016, 25 hours per week, at an hourly wage of \$10.00; and,

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

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-297 - 6/27/16

AUTHORIZE EMPLOYMENT OF ON-CALL PART-TIME  
CODE ENFORCEMENT INSPECTORS

WHEREAS, the Township has entered into a State/Local cooperative agreement with the State of New Jersey whereby the Township receives payment to perform mandatory five year state inspections, where applicable; and,

WHEREAS, as a result of the added workload and inspections, it is necessary to authorize on-call part-time individuals to serve as Code Inspectors to ensure uninterrupted processing of regular code inspections and complaints; and,

WHEREAS, the Human Resources Director recommends the employment of two individuals to serve as on-call part-time Code Enforcement Inspectors; and,

WHEREAS, funds will be provided in the 2016 municipal budget in the appropriation entitled Code Enforcement S&W and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes the employment of Charles Massey and Kim Terebush as on-call part-time Code Enforcement Inspectors at an hourly rate of \$15.70; and,

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

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-298 - 6/27/16

ACCEPT THE RESIGNATION OF GEORGE WATERMAN AS  
ASSISTANT ECONOMIC DEVELOPMENT COORDINATOR

WHEREAS, the Business Administrator has received a letter from George Waterman resigning as Assistant Economic Development Coordinator effective June 22, 2016,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of George Waterman as Assistant Economic Development Coordinator is hereby accepted effective June 22, 2016; and,

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

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-299 – 6/27/16

AUTHORIZE SETTLEMENT IN THE MATTER OF MAZZARA TRUCKING  
AND EXCAVATION CORP., AND THE TOWNSHIP OF NEPTUNE

WHEREAS, Mazzara Trucking and Excavation Corp., (hereinafter referred to as “Mazzara”) was a contractor who was awarded the contract for improvements to the Gables Sanitary Sewer – Phase III, pursuant to the Local Public Contract Law, and entered into a contract with the Township of Neptune (hereinafter referred to as “Neptune”), accordingly; and

WHEREAS, Mazzara and Neptune had a dispute over change orders and materials reimbursement, and proceeded to mediation pursuant to the American Arbitration Association; and

WHEREAS, Mazzara and Neptune have reached an amicable settlement by Release and Settlement Agreement in the amount of ninety-seven thousand five hundred dollars (\$97,500.00) with regard to change orders and reimbursements; of which seventy-five thousand dollars represents payments for change orders and materials reimbursement and general reimbursements, and twenty-two thousand five hundred dollars represents payment for delay damages.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, that the governing body hereby authorizes settlement in the above referenced matter, and execution by the Mayor of a Release and Settlement Agreement in the amount of ninety-seven thousand five hundred dollars (\$97,500.00) to Mazzara.

BE IT FURTHER RESOLVED, that the Chief Financial Officer hereby certifies the availability of such funds not to exceed ninety-seven thousand five hundred dollars (\$97,500.00) per a Certification of Availability of Funds, and that this Resolution authorizes the Release and Settlement Agreement to be executed by the Mayor, Kevin McMillan and disbursement of all funds shall be made within ten (10) days after approval of the settlement by the governing body; and,

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

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-300 - 6/27/16

AUTHORIZE THE CANCELLATION OF A MORTGAGE IN CONNECTION  
WITH A FAÇADE IMPROVEMENT PROGRAM LOAN ISSUED TO  
R DEAL HOLDING, LLC (409 HIGHWAY 35)

WHEREAS, the Township of Neptune holds a mortgage dated June 21, 2011 in connection with a Façade Improvement Program Loan issued to R Deal Holding, LLC at 409 Route 35; and,

WHEREAS, the loan has been paid in full and the façade has been maintained for the required five year period; and;

WHEREAS, the Township desires to cancel said mortgage in accordance with the terms of the mortgage note,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Mayor and Clerk be and they are hereby authorized to execute a cancellation of mortgage in connection with the Façade Improvement Program Loan issued to R Deal Holding, LLC at 409 Route 35; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Secretary to the Economic Development Corporation.

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-301 - 6/27/16

AUTHORIZE THE RENEWAL OF LIQUOR LICENSE  
FOR THE 2016-2017 LICENSING YEAR

WHEREAS, the following liquor license has completed the on-line Alcoholic Beverage Control renewal application, paid the required state and local fees, and the State Division of Taxation has issued a New Jersey State Sales Tax Clearance Certificate,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the following Plenary Retail Consumption License in the Township of Neptune be and is hereby renewed for the period July 1, 2016 to June 30, 2017:

<u>STATE NUMBER</u>	<u>NAME</u>	<u>ADDRESS</u>
1334-32-020-007	Chen's Group Inc. t/a Sunsets	302 South Concourse

BE IT FURTHER RESOLVED, that a certified copy of this resolution be filed electronically with the Division of Alcoholic Beverage Control and in the file of each Licensee in the Office of the Municipal Clerk.

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-302 – 6/27/16

AUTHORIZE SETTLEMENT BETWEEN NEPTUNE TOWNSHIP AND FAIR SHARE HOUSING CENTER, IN THE MATTER OF THE TOWNSHIP OF NEPTUNE, COUNTY OF MONMOUTH (MOUNT LAUREL) FILED IN THE SUPERIOR COURT OF NEW JERSEY, MONMOUTH COUNTY, LAW DIVISION; DOCKET NO. L-2236-15 BY NEPTUNE TOWNSHIP

WHEREAS, Neptune Township filed a Verified Complaint on June 16, 2015 seeking a Declaratory Judgment in compliance with the Mount Laurel Doctrine and Fair Housing Act of 1985, N.J.S.A. 53:27D-301, in accordance with the Supreme Court case of In Re: N.J.A.C. 5:96 and 5:97; and,

WHEREAS, Fair Share Housing Center, located at 510 Park Boulevard, Cherry Hill, New Jersey 08002, served as an Intervenor in the aforesaid case; and,

WHEREAS, the parties reached an amicable settlement with regard to the Mount Laurel Litigation.

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the governing body hereby authorizes the Settlement Agreement between Fair Share Housing Center and Neptune Township, a true copy of which is attached hereto and made a part hereof as Exhibit "A."; and,

BE IT FURTHER RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the governing body authorizes the execution of the aforesaid Settlement Agreement by the Municipal Attorney on behalf of the Mayor and Township Committee of Neptune Township; and,

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

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

THE LAW OFFICES OF  
GENE J. ANTHONY

48 SOUTH STREET, EATONTOWN, NEW JERSEY 07724

TELEPHONE: 732.542.3320

FAX: 732.542.9024

E-MAIL: GANTPOL@AOL.COM

June 27, 2016

Kevin Walsh, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002

**Re: In the Matter of the Township of Neptune, County of Monmouth,  
Docket No. L-2236-15**

Dear Mr. Walsh:

This letter memorializes the terms of an agreement reached between the Township of Neptune (the Township or "Neptune"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

**Background**

The Township filed the above-captioned matter on June 16, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 53:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. FSHC and the Township appeared before the Honorable Jamie Perri thereafter, and the Township received temporary immunity from Mt. Laurel lawsuits, and an Order accepting its updated Housing Plan on January 22, 2016. Through that process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

**Settlement terms**

The Township of Neptune and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, **with the intention of the adoption of a Housing Element and Fair Share Plan in accordance with Paragraph 12 below and consistent with this Agreement**, and the subsequent implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 53:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.



3. FSHC and Neptune Township hereby agree that Neptune's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report <sup>1</sup> )	100
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	0
Third Round Prospective Need (per Kinsey Report, as adjusted through this Settlement Agreement)	203

4. The Township's efforts to meet its present need/rehabilitation share include the following: Neptune Township Plan and Rehab Program. This annual program is sufficient to satisfy the Township's rehabilitation obligation of 100 units.
5. As noted above, the Township has no Prior Round (1987-1999) prospective need.
6. The Township has implemented or will implement the following mechanisms to address its Third Round prospective need of 203 units:

Project	Number of Units/Credits
<b>Credits for Age-Restricted Rental Units</b>	
Carver Inn	14
Mid-Town Senior Apartments	40
JP Housing	23
<b>Credits for Affordable Rental Units</b>	
Winding Ridge Apartments	99
<b>Credits for Affordable for Sale Units</b>	
Summerfield Estates	10
Coastal Habitat	3
Interfaith Neighbors	5
<b>Credits for Group Homes</b>	
M&O Housing	12
<b>Total Units/Credits</b>	<b>206</b>

The Township shall receive credits/recognition for all units constructed above the Third Round need of 203.

The Township agrees to require 13% of all units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:

Project	Number of Units	Number of Very Low Income Units
JP Housing	23	3
<b>Total Units/Credits</b>	<b>23</b>	<b>3</b>

<sup>1</sup> David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, April 16, 2015, revised July 2015.

7. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93 (i.e. one bonus credit per family rental unit up to the 25 percent maximum).
8. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
9. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
10. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the Asbury Park (Neptune), Long Branch, and Lakewood Branches of the NAACP, and the Latino Action Network. The Township shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
11. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, and all other applicable law, *provided that the Township shall require a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 50 years for all units addressing its prospective need obligation that have not yet been constructed, or for projects receiving nine percent Low Income Housing Tax Credits, a control period of not less than a 30-year compliance period plus a 15 year extended use period; all such units will receive one credit toward Prospective Need and may receive up to one bonus credit in accordance with the other terms of this Agreement.* The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.
12. As an essential term of this settlement, within ninety (90) days of Court's approval of this Settlement Agreement, the Township shall introduce an ordinance providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Settlement Agreement and the zoning contemplated herein, **and adoption of the Housing Element and Fair Share Plan and its Appendix, and consistent with the terms of this Settlement Agreement.**
13. The parties agree that if a decision of a court of competent jurisdiction in Monmouth County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to implement the fair share plan attached hereto, including by leaving in place

any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this Settlement Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

14. The Township **shall** prepare a Spending Plan that is **consistent with this Settlement Agreement** as an Appendix to the Housing Element and Fair Share Plan. The parties to this Agreement agree that this spending plan, **if consistent with the terms of this agreement, shall be** valid and should be approved by the Court. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
15. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
16. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this agreement. The Township agrees to comply with those provisions as follows:
  - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
  - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this agreement, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income

requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

17. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
18. Prior to becoming effective, this Settlement Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees not to challenge **Neptune Township's Housing Element and Fair Share Plan and Appendix, if consistent with the terms of this Agreement**, at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025.
19. This Settlement Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Monmouth County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
20. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
21. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
22. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
23. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
24. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

25. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
26. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
27. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
28. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
29. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

**TO FSHC:**

Kevin D. Walsh, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002  
Phone: (856) 665-5444  
Telecopier: (856) 663-8182  
E-mail: kevinwalsh@fairsharehousing.org

**TO THE TOWNSHIP:**

Gene J. Anthony, Esq.  
48 South Street  
Eatontown, NJ 07724  
Phone: (732) 542-332  
Telecopier: (732) 542-9024  
Email: gantpol@aol.com

**WITH A COPY TO THE  
MUNICIPAL CLERK:**

Richard J. Cuttrell, RMC  
Township of Neptune  
25 Neptune Blvd.  
Neptune Township, NJ 07753  
Phone: (732) 988-5200 ext. 234  
Telecopier: (732) 988-6433  
Email: rcuttrell@neptunetownship.org

Please sign below if these terms are acceptable.

Sincerely,

Gene J. Anthony, Esq.

On behalf of the Township of Neptune,  
with the authorization of the governing body  
and Planning Board:

---

GENE J. ANTHONY, ESQ.  
Counsel for the Township of Neptune

On behalf of Fair Share Housing Center

---

KEVIN D. WALSH, ESQ.  
Counsel for Fair Share Housing Center

RESOLUTION #16-303 - 6/27/16

APPOINT OCEAN GROVE PARKING TASK FORCE

WHEREAS, the Township Committee desires to appoint an ad hoc committee called the "Ocean Grove Parking Task Force" to discuss, review and present proposals and/or recommendations to the Township Committee for consideration to address parking in the Ocean Grove Historic District; and,

WHEREAS, the Task Force will include representation from various stakeholders in the Ocean Grove community; and,

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

1. The Ocean Grove Parking Task Force is hereby created.

2. The Ocean Grove Task Force shall be comprised of twelve (12) members appointed by the Neptune Township Committee. The membership of the Task Force shall be comprised as follows:

- Two members of the Neptune Township Committee
- Two members designated by the Ocean Grove Homeowners Association
- Two members designated by the Ocean Grove Area Chamber of Commerce
- Two members designated by the Ocean Grove Camp Meeting Association
- Two at-large members, who shall be residents of Ocean Grove
- Neptune Township Engineer (non-voting member)
- Neptune Township Police Department Traffic Officer (non-voting member)

3. The Engineer and Police Department Traffic Officer shall be non-voting members resulting in a total of ten (10) voting members. Five (5) members shall constitute a quorum.

4. At the initial meeting, the members shall select a Chairperson who will be responsible to preside over the meetings of the Task Force. The Chairperson shall have no additional voting privileges or powers.

5. The Neptune Township Administration Office will schedule the initial meeting of the Task Force. Thereafter, all business of the Task Force including the setting of meeting dates and times shall be agreed upon and voted by a majority of the members.

6. The Task Force is an advisory board only and without legal authority to enact laws, rules or regulations or grant any type of approval or license on behalf of the Township of Neptune; therefore, the meetings of the Task Force are not subject to the provisions of the Open Public Meetings Act.

7. The Task Force shall conduct its first meeting by August 10, 2016 and provide a status report of its progress to the Township Committee at no less than every third meeting of the Township Committee.

CERTIFICATION  
I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-304 - 6/27/16

AWARD BID FOR CENTRAL AVENUE ROAD IMPROVEMENT PROJECT

WHEREAS, on June 16, 2016, the Township Engineering Consultant received bids for the award of a contract for the Central Avenue Road Improvement Project; and,

WHEREAS, said bids were reviewed by the Township Engineer and Engineering Consultant who have recommended that the bid be awarded to the lowest bid submitted by Lucas Development; 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, a Transportation Trust Fund grant in the amount of \$273,590.00 has been awarded to the Township for this project; and,

WHEREAS, the award of this contract is contingent upon approval by the New Jersey Department of Transportation; and,

WHEREAS, funds for this purpose will be provided in Ordinance No. 15-06 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 Lucas Development on their lowest responsible bid of \$448,448.00 for the Central Avenue Road Improvement Project, contingent upon approval by the New Jersey Department of Transportation; and,

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

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK



RESOLUTION #16-305 - 6/27/16

CONFIRM MAYOR'S APPOINTMENT TO  
THE HISTORIC PRESERVATION COMMISSION

BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby consents to the Mayor's appointment of Joseph Wierzbinsky as a Class C member of the Historic Preservation Commission for an unexpired four year term expiring December 31, 2018; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Secretary of the Historic Preservation Commission.

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-306 - 6/27/16

AWARD BID FOR ROOF REPAIRS TO THE PUBLIC WORKS GARAGE

WHEREAS, on June 14, 2014, the Township Engineer received bids for the award of a contract for roof repairs to the Public Works Garage; and,

WHEREAS, said bids were reviewed by the Township Engineer who has recommended that the bid be awarded to the lowest bid submitted by GC Dynatech Construction; and,

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

WHEREAS, funds for this purpose will be provided in Ordinance No. 15-38 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 GC Dynatech Construction on their lowest responsible base bid of \$64,100.00 for roof repairs to the Public Works Garage; and,

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

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-307 – 6/27/16

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	\$4,397,829.11
FEDERAL & STATE GRANT FUND	22,540.13
TRUST FUND	46,508.35
GENERAL CAPITAL FUND	2,549.64
SEWER OPERATING FUND	195,956.63
SEWER CAPITAL FUND	8,488.52
MARINA OPERATING FUND	5,517.98
UDAG TRUST	40,250.00
LIBRARY TRUST	892.78
BILL LIST TOTAL	\$4,720,533.14

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

CERTIFICATION

I HERBY CERTIFY THE ABOVE TO BE A TRUE  
COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF NEPTUNE ON 06/27/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK