

**TOWNSHIP COMMITTEE WORKSHOP MEETING – AUGUST 8, 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 notice with the Municipal Clerk.

**ITEMS FOR DISCUSSION IN OPEN SESSION**

1. Discussion – Monmouth County Open Space Grant Program.
2. Discussion – Authorization of Traffic Engineer.
3. Discussion – Amendment to Register and Operator Log ordinance provisions. (PW)
4. Review Committee calendars/update on outstanding issues and capital items.  
- Various on-going capital improvement projects.

Res. # 16-347 – 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 – AUGUST 8, 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).

**RECOGNITION OF RETIRING TOWNSHIP EMPLOYEE**

The Mayor and Committee will recognize Sgt. Michael Allen who recently retired from the Police Department after 22 years of service to the Township of Neptune.

**PROCLAMATION – NEPTUNE JUNIOR LEAGUE BASEBALL ALL-STARS**

The Mayor and Committee will recognize the Neptune Junior League Baseball All-Stars. The team won the District 11 championship and was runner-up in the New Jersey Section III tournament.

**REPORT OF THE CLERK**

The Clerk states that the following reports and communications are on file in the Clerk's office:

Notice from the NJDOT that survey and engineering work for the Route 66 widening project began on August 3th.

Senior Beacon for August.

Notice of public hearing on the Monmouth County Master Plan.

Notice of public hearing on an amendment to the Wall Township Land Development Ordinance.

**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. 16-25** – An ordinance to amend Volume I, Chapter VII of the Code of the Township of Neptune by adding handicapped parking zones on Broadway, Heck Avenue and Webb Avenue. - Final Reading

*Explanatory Statement: This Ordinance authorizes a resident handicapped on-street parking zone in front of 86 Broadway, 86 Heck Avenue and 68 Webb Avenue.*

Public Hearing:

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

**ORDINANCE NO. 16-26** – An ordinance to amend Volume I, Chapter IV, Section 4-23.3, of the Code of the Township of Neptune entitled “Register and Signature Logs to be Maintained; Regulations”- First Reading

*Explanatory Statement: This ordinance amends the regulation governing the inspection of Register and Operator Logs in hotels and bed & breakfast establishments to be consistent with federal law.*

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

**ORDINANCE NO. 16-27** – Bond ordinance providing for various 2016 capital improvements, by the Township of Neptune, in the County of Monmouth, State of New Jersey; appropriating \$4,930,000 therefor (including grants in the amount of \$588,512) and authorizing the issuance of \$4,124,413 bonds or notes of the Township to finance part of the cost thereof - First Reading

*Explanatory Statement: This ordinance authorizes an appropriation of \$4,930,000 (including grants in the amount of \$588,512) for various 2016 capital improvements including, but not limited to, the acquisition of heavy duty vehicles and equipment, the acquisition of computer and communications equipment, improvements to various parks and lakes within the Township and streetscape improvements in business and redevelopment areas, improvements to the Department of Public Works Complex, the Senior Center, the Municipal Complex and other municipal facilities, and the implementation of the 2016 Community Development Block Grant Program 10<sup>th</sup> Avenue Rehabilitation Project.*

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

**ORDINANCE NO. 16-28** – Bond ordinance providing for various sewer utility improvements and the acquisition of a sewer utility vehicle, by the Sewer Utility of the Township of Neptune, in the County of Monmouth, State of New Jersey; appropriating \$600,000 therefor and authorizing the issuance of \$570,000 bonds or notes of the Township to finance part of the cost thereof - First Reading

*Explanatory Statement: This ordinance authorizes an appropriation of \$600,000 for the Sanitary Sewer Infrastructure Program, including but not limited to, the reconstruction of sewer system infrastructure in various locations in the Township as specified in documents on file in the Office of the Township Engineer and the acquisition of a utility truck.*

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

**ORDINANCE NO. 16-29** – Bond ordinance providing for the planning for the Shark River Municipal Marina Site Remediation Project, by the Marina Utility of the Township of Neptune, in the County of Monmouth, State of New Jersey; appropriating \$240,000 therefor (including a grant in the amount of \$169,000) and authorizing the issuance of \$67,450 bonds or notes of the Township to finance part of the cost thereof - First Reading

*Explanatory Statement: This ordinance authorizes an appropriation of \$240,000 (including a grant in the amount of \$169,000) for engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration in connection with the Shark River Municipal Marina Site Remediation Project.*

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

The Public Hearings on Ordinances 16-26 through 16-29 will be held on Monday, August 22nd.

### **CONSENT AGENDA**

Res. # 16-348 – Release maintenance guarantee and remaining escrow funds filed by National Realty & Development Corp for site improvements at Ruby Tuesday and Arby's on Route 66.

Res. # 16-349 – Accept the resignation of Daniel Davison as a Special Law Enforcement Officer.

Res. # 16-350 – Employ Supervising Special Law Enforcement Officer in the Police Department on a part-time basis.

Res. # 16-351 – Reclassify employee to the position of Violations Clerk in the Municipal Court.

Res. # 16-352 – Authorize the filing of a Recycling Tonnage Grant application.

Res. # 16-353 – Place lien on various properties.

Res. # 16-354 – Employ part-time Bus Driver at the Senior Center.

Res. # 16-355 – Appoint School Crossing Guards for the 2016-2017 school year.

Res. # 16-356 – Extend temporary employment of Municipal Interns.

Res. # 16-357 – Designate 2017 floating holiday.

Res. # 16-358 – Accept a maintenance guarantee and release a performance bond filed by Meridian Health Realty Corp for site improvements in connection with the senior housing at Taylor and Wells Avenues.

Res. # 16-359 – Support the “Drive Sober or Get Pulled Over 2016 Statewide Crackdown”.

Res. # 16-360 – Authorize the cancellation of mortgages in connection with Façade Improvement Program loans issued to Captain Bill’s Bait & Tackle and Waterfront Sunsets, LLC at 302 South Concourse)

Res. # 16-361 – Cancel checks outstanding for over ninety days.

Res. # 16-362 – Authorize engineering services and the acquisition of street pole mounts in connection with the wireless WAN infrastructure through the State Cooperative Purchasing Program.

Res. # 16-363 – Reclassify employee to the position of Accountant in the Finance Department.

Res. # 16-364 – Authorize Developer’s Agreement with Jersey Shore University Medical Center (HOPE Tower Building Project) Davis Avenue (Block 1201, Lots 4 & 5)

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

Res. # 16-365 – Award bid for emergency medical billing services provided by the Township’s paid EMS providers.

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

Res. # 16-366 – Authorize emergency medical billing services contract.

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

Res. # 16-367 – Reject transfer of Schoolhouse Square from TRF DP Ridge Avenue, LLC to KMJ Enterprises, LLC.

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

Res. # 16-368 – Authorize Township Engineering Consultant to provide traffic engineering services in regards to parking in Ocean Grove.

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

Res. # 16-369 – 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. 16-26

AN ORDINANCE TO AMEND VOLUME I, CHAPTER IV, SECTION 4-23.3, OF THE CODE OF THE TOWNSHIP OF NEPTUNE ENTITLED "REGISTER AND SIGNATURE LOGS TO BE MAINTAINED; REGULATIONS"

BE IT ORDAINED by the Township Committee of the Township of Neptune of the County of Monmouth in the State of New Jersey that Volume I, Chapter IV, Section 4-23.3 of the Code of the Township of Neptune entitled "Register and Signature Logs to be Maintained; Regulations" is hereby amended as follows:

§4-23.3(e) is hereby amended in its entirety as follows:

e. The Register and Operator Log shall be kept and preserved by the operator, and local police authorities or any duly authorized agent of the governing body of Neptune Township may seek authorization to inspect said Register and Operator Log through an appropriately issued Subpoena or Court Issued Warrant, unless the hotel operator voluntarily and legally consents to the inspection, said consent of which can legally be withheld.

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

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

APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

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

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

ORDINANCE NO. 16-27

BOND ORDINANCE PROVIDING FOR VARIOUS 2016 CAPITAL IMPROVEMENTS, BY THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$4,930,000 THEREFOR (INCLUDING GRANTS IN THE AMOUNT OF \$588,512) AND AUTHORIZING THE ISSUANCE OF \$4,124,413 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the sum of \$4,930,000, said sum being inclusive of a \$450,000 FEMA Public Assistance Grant received or expected to be received (the "FEMA Grant"), a \$138,512 Community Development Block Grant received or expected to be received (the "CDBG Grant" and together with the FEMA Grant, the "Grants"), said Grants being used in partial satisfaction of the aggregate down payment for said improvements or purposes, and the sum of \$217,075 as the aggregate cash down payment for said improvements or purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payment will be available therefor from the general capital improvement fund by virtue of a provision or provisions in a previously adopted budget or budgets for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$4,930,000 appropriation not provided for by application hereunder of the Grants or the cash down payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$4,124,413 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in a principal amount not exceeding \$4,124,413 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued include, but are not limited to, the following:

<u>Description</u>	<u>Appropriation</u>	<u>Debt Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Acquisition of heavy duty vehicles and equipment, including but not limited to, heavy equipment and vehicles for the Department	\$700,000	\$665,000	\$35,000	5 years

<u>Description</u>	<u>Appropriation</u>	<u>Debt Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
of Public Works, a van for the Senior Center, medium duty trucks and vehicle maintenance equipment, including any and all necessary equipment and accessories;				
(ii) Acquisition of computer and communications equipment, including but not limited to, computer workstations, mobile computer systems, digital communications equipment and similar electronic equipment, including any and all necessary equipment and accessories;	\$450,000	\$427,500	\$22,500	7 years
(iii) Improvements to various parks and lakes and streetscape improvements in business and redevelopment areas in the Township, including but not limited to, bulkhead and bridge repairs at Fletcher Lake, bulkhead repairs at Wesley Lake and other improvements to parks contiguous to these lakes and to other lakes in the Township; and streetscape improvements including lighting system upgrades, street lighting and appurtenances in the identified business and redevelopment districts within the Township;	\$500,000	\$475,000	\$25,000	20 years
(iv) Improvements to the Department of Public Works Complex, the Senior Center, the Municipal Complex and other municipal facilities, including but not limited to,	\$2,800,000 (including the \$450,000 FEMA Grant)	\$2,232,500	\$117,500	20 years



<u>Description</u>	<u>Appropriation</u>	<u>Debt Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
the construction of new facilities at the DPW Complex including offices and garages, the replacement of the roof at the Senior Center and at the Municipal Complex, and other renovations at these and other municipal facilities, including any and all necessary equipment and accessories; and				
(v) Implementation of the 2016 Community Development Block Grant Program Tenth Avenue Rehabilitation Project, including but not limited to, roadway reconstruction, ADA accessibility improvements to bring such roadway into compliance with the Americans with Disabilities Act, drainage improvements and other similar infrastructure improvements.	\$480,000 (including the \$138,512 CDBG Grant)	\$324,413	\$17,075	15 years
TOTALS	<u>\$4,930,000</u>	<u>\$4,124,413</u>	<u>\$217,075</u>	15.84 years

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$4,124,413.

(c) The estimated cost of said improvements or purposes is \$4,930,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the \$588,512 Grants received or expected to be received and the aggregate \$217,075 cash down payment available for such improvements or purposes.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto and all in accordance with the plans and specifications therefor on file in the Office of the Township Engineer and available for public inspection and hereby approved.

SECTION 4. Except for the Grants, in the event the United States of America, the State of New Jersey, and/or the County of Monmouth make a contribution or grant in aid to the Township, for the improvement and purpose authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Monmouth. Except for the Grants, in the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Monmouth, shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid. In addition, to the extent the Township receives Grant proceeds in excess of \$588,512, the debt authorization herein shall be reduced by the amount of such excess.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date or otherwise authorized by the Local Bond Law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

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

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

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

(b) The average period of usefulness of said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 15.84 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$4,124,413 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$240,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

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

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Internal Revenue Code of 1986, as amended (the "Code"). The proceeds of any bonds or notes authorized herein used to reimburse the Township for costs of the improvements or purposes described in Section 3 hereof, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of any bonds or notes authorized herein or another issue of debt obligations of the Township other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1). The bonds or notes authorized herein to reimburse the Township for any expenditures toward the costs of the improvements or purposes described in Section 3 hereof will be issued in an amount not to exceed \$4,124,413. The costs to be reimbursed with the proceeds of the bonds or notes authorized herein will be "capital expenditures" in accordance with the meaning of section 150 of the Code. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described in Section 3 hereof is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 10. The Township covenants to maintain the exclusion from gross income under section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 11. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

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Richard J. Cuttrell,  
Municipal Clerk

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Kevin B. McMillan,  
Mayor

ORDINANCE NO. 16-28

BOND ORDINANCE PROVIDING FOR VARIOUS SEWER UTILITY IMPROVEMENTS AND THE ACQUISITION OF A SEWER UTILITY VEHICLE, BY THE SEWER UTILITY OF THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$600,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$570,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Sewer Utility of the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the sum of \$600,000, said sum being inclusive of an aggregate cash down payment for said improvements or purposes in the amount of \$30,000 required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payment will be available therefor from the Sewer Utility general capital improvement fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$600,000 appropriation not provided for by application hereunder of the cash down payment, negotiable bonds of the Sewer Utility of the Township are hereby authorized to be issued in the principal amount of \$570,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Sewer Utility of the Township in a principal amount not exceeding \$570,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued include, but are not limited to, the following:

<u>Description</u>	<u>Appropriation</u>	<u>Debt Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Sanitary Sewer Infrastructure Program, including but not limited to, the reconstruction of sewer system infrastructure in various locations in the Township as specified in documents on file in the	\$550,000	\$522,500	\$27,500	40 years

<u>Description</u>	<u>Appropriation</u>	<u>Debt Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
Office of the Township Engineer and by this reference incorporated herein, and also including, as applicable, excavation, acquisition and installation of sanitary sewer piping, mains and all piping associated therewith, manholes, sewer laterals, site and trench restoration and the milling and resurfacing of roadways, drainage improvements and the repairing and/or installation of curbs and sidewalks along such roadways; and				
(ii) Acquisition of a utility truck, a non-passenger vehicle, for the Sewer Utility, including any and all necessary equipment and accessories.	\$50,000	\$47,500	\$2,500	5 years
TOTALS	<u>\$600,000</u>	<u>\$570,000</u>	<u>\$30,000</u>	37.08 years

(b) The estimated maximum aggregate amount of bonds or notes to be issued for said improvements or purposes is \$570,000.

(c) The estimated aggregate cost of said improvements or purposes is \$600,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the aggregate cash down payment in the amount of \$30,000 available for such improvements or purposes.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto and all in accordance with the plans and specifications therefor on file in the Office of the Township Engineer and available for public inspection and hereby approved.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Monmouth make a contribution or grant in aid to the Township, for the

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

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date or otherwise authorized by the Local Bond Law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

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

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

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

(b) The average period of usefulness of said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 37.08 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross

debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$570,000 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

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

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

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.400-2. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Internal Revenue Code of 1986, as amended (the "Code"). The proceeds of any bonds or notes authorized herein used to reimburse the Township for costs of the improvements or purposes described in Section 3 hereof, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of any bonds or notes authorized herein or another issue of debt obligations of the Township other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1). The bonds or notes authorized herein to reimburse the Township for any expenditures toward the costs of the improvements or purposes described in Section 3 hereof will be issued in an amount not to exceed \$570,000. The costs to be reimbursed with the proceeds of the bonds or notes authorized herein will be "capital expenditures" in accordance with the meaning of section 150 of the Code. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described in Section 3 hereof is "placed in service" (within the meaning of Treasury Regulations §1.400-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 10. The Township covenants to maintain the exclusion from gross income under section 103(a) of the Code of the interest on all bonds and notes issued under this bond ordinance.

SECTION 11. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.



APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

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Richard J. Cuttrell,  
Municipal Clerk

---

Kevin B. McMillan,  
Mayor

ORDINANCE NO. 16-29

BOND ORDINANCE PROVIDING FOR THE PLANNING FOR THE SHARK RIVER MUNICIPAL MARINA SITE REMEDIATION PROJECT, BY THE MARINA UTILITY OF THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$240,000 THEREFOR (INCLUDING A GRANT IN THE AMOUNT OF \$169,000) AND AUTHORIZING THE ISSUANCE OF \$67,450 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Marina Utility of the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the sum of \$240,000, said sum being inclusive of a \$169,000 grant received or expected to be received from the NJDEP Hazardous Site Discharge Remediation Fund (the "Grant"), said Grant being used in partial satisfaction of the down payment for said improvements or purposes, and the sum of \$3,550 as the aggregate cash down payment for said improvements or purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payment will be available therefor from the Marina Utility general capital improvement fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Marina Utility for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$240,000 appropriation not provided for by application hereunder of the Grant or the cash down payment, negotiable bonds of the Marina Utility of the Township are hereby authorized to be issued in the principal amount of \$67,450 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Marina Utility of the Township in a principal amount not exceeding \$67,450 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration in connection with the Shark River Municipal Marina Site Remediation Project, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto and all in accordance with the plans and specifications therefor on file in the Office of the Township Engineer and available for public inspection and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$67,450.

(c) The estimated cost of said improvements or purposes is \$240,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the \$169,000 Grant received or expected to be received and the \$3,550 cash down payment available for such improvements or purposes.

SECTION 4. Except for the Grant, in the event the United States of America, the State of New Jersey, and/or the County of Monmouth make a contribution or grant in aid to the Township, for the improvement and purpose authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Monmouth. Except for the Grant, in the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Monmouth, shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid. In addition, to the extent the Township receives Grant proceeds in excess of \$169,000, the debt authorization herein shall be reduced by the amount of such excess.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date or otherwise authorized by the Local Bond Law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

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

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

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the Marina Utility of

the Township may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is five (5) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$67,450 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$240,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

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

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Internal Revenue Code of 1986, as amended (the "Code"). The proceeds of any bonds or notes authorized herein used to reimburse the Township for costs of the improvements or purposes described in Section 3 hereof, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of any bonds or notes authorized herein or another issue of debt obligations of the Township other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1). The bonds or notes authorized herein to reimburse the Township for any expenditures toward the costs of the improvements or purposes described in Section 3 hereof will be issued in an amount not to exceed \$67,450. The costs to be reimbursed with the proceeds of the bonds or notes authorized herein will be "capital expenditures" in accordance with the meaning of section 150 of the Code. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described

in Section 3 hereof is “placed in service” (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 10. The Township covenants to maintain the exclusion from gross income under section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 11. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

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Richard J. Cuttrell,  
Municipal Clerk

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Kevin B. McMillan,  
Mayor

RESOLUTION #16-347 – 8/8/16

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 – AFSCME Local 1844  
Potential Litigation – OGCMA ground rent  
Personnel – Municipal Court matters  
Contract negotiations – EMS Billing Services  
Litigation – Property maintenance issue at 232 Schock 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.

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-348 - 8/8/16

RELEASE MAINTENANCE GUARANTEE AND REMAINING ESCROW FUNDS  
FILED BY NATIONAL REALTY & DEVELOPMENT CORP FOR SITE  
IMPROVEMENTS AT RUBY TUESDAY'S AND ARBY'S ON ROUTE 66



WHEREAS, on September 25, 2006, National Realty New Development posted a two year cash maintenance guarantee in the amount of \$47,886.63 guaranteeing site improvements at Ruby Tuesday's and Arby's on Route 66; and,

WHEREAS, the two year maintenance period has expired and the improvements have been maintained in a satisfactory manner,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Maintenance Guarantee as stated above be and is hereby authorized to be released; and,

BE IT FURTHER RESOLVED, that any remaining inspection fee escrow on deposit with the Township be and is hereby authorized to be refunded; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Developer 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 08/08/16

A handwritten signature in black ink, appearing to read "Richard J. Cuttrell".

RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-349 - 8/8/16

ACCEPT THE RESIGNATION OF DANIEL DAVISON AS A  
SPECIAL LAW ENFORCEMENT OFFICER

WHEREAS, the Township Committee has received a letter from Daniel Davison resigning as a Special Law Enforcement Officer effective July 31, 2016,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of Daniel Davison as a Special Law Enforcement Officer – Class II is hereby accepted effective July 31, 2016; and,

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

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK



RESOLUTION #16-350 - 8/8/16

EMPLOY SUPERVISING SPECIAL LAW ENFORCEMENT OFFICER  
IN THE POLICE DEPARTMENT ON A PART-TIME BASIS

WHEREAS, there is a need for a Supervising Special Law Enforcement Officer – Class II in the Police Department on a part-time hourly basis; and,

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

WHEREAS, the Chief of Police and Police Director have made their recommendations; and,

WHEREAS, funds will be provided in the 2016 Municipal Budget in the appropriation entitled Police S&W and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Michael White be and is hereby employed as a part-time Supervising Special Law Enforcement Officer – Class II to perform such other duties as prescribed by the Chief of Police, contingent upon successful completion of a background investigation and medical evaluation, effective immediately, at an hourly rate of \$22.44; and,

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

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-351 - 8/8/16

RECLASSIFY EMPLOYEE TO THE POSITION OF  
VIOLATIONS CLERK IN THE MUNICIPAL COURT

WHEREAS, there is a vacancy in the position of Violations Clerk in the Municipal Court; and,

WHEREAS, the position was duly posted; and,

WHEREAS, the Court Administrator and the Human Resources Director have made a recommendation to reclassify an existing Customer Service Representative in the Code/Construction Department to said position; and,

WHEREAS, funds will be provided in the 2016 Municipal Budget in the appropriation entitled Municipal Court 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 Natasha Johnson be and is hereby reclassified to the position of Violations Clerk in the Municipal Court, at no change in salary, effective August 3, 2016; and,

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

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-352 - 8/8/16

AUTHORIZE THE FILING OF A RECYCLING TONNAGE GRANT APPLICATION

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and,

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and expand existing programs; and,

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and,

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including, but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and,

WHEREAS, a resolution authorizing this municipality to apply for the 2015 Recycling Tonnage Grant will memorialize the commitment of this municipality to recycling and indicate the assent of the Township Committee to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and,

WHEREAS, such a resolution should designate the individual authorized to ensure that the application is properly completed and timely filed,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby endorses the submission of a recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Mark Balzarano, Recycling Coordinator, to ensure that the said Application is properly filed; and,

BE IT FURTHER RESOLVED, that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Director of Public Works, Recycling Coordinator (electronically), Business Administrator, 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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-353 - 8/8/16

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>
5109/3	526 Glenmere Avenue	265.60
3903/12	3501 Route 66	15,098.00
503/36	1327 Embury Avenue	375.00
504/16	45 Ridge Avenue	500.00
4005/1	22 Oakcrest Drive	206.00
713/17	505 Fisher Avenue	833.00

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-354 - 8/8/16

EMPLOY PART-TIME BUS DRIVER AT THE SENIOR CENTER

WHEREAS, there is a need for a part-time Bus Driver at the Senior Center; and,

WHEREAS, the position was duly posted and advertised and the Human Resources Director has made her recommendation; and,

WHEREAS, funds will be provided in the 2016 municipal budget in the appropriation entitled Senior Citizens Programs 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 Fred Kern be and is hereby employed as a part-time Bus Driver at the Senior Center, pending favorable results of the required physical, effective immediately, at an hourly salary of \$15.89; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Acting Senior Center Director, 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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-355 - 8/8/16

APPOINT SCHOOL CROSSING GUARDS FOR THE 2016-2017 SCHOOL YEAR

WHEREAS, there is a need for School Crossing Guards for the 2016-2017 school year; and,

WHEREAS, the Chief of Police and Human Resources Director have made their recommendation to rehire certain crossing guards that served during the 2015-2016 school year as well as hire new crossing guards who submitted an application and were interviewed; and,

WHEREAS, funds are available for this purpose are available in the 2016 municipal budget in the appropriation entitled Police S&W, and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Jeffrey Brenan, Ronald Coleman, Nancy Cole, Philip DeStaven, Carmelo Gonzalez, Alfred Holmes, Josephine Hughes, Juanita Jones, Ki Nam Kang, Kathryn Kelly, Rosalee Lane, Rita Lee, Virginia Majewski, Samuel Mallory, Carol McDonald, Everett Mitchell, Loren Moses, Amelia Okpanachi, Robert Perkins, Roseann Rode, Caroline Vandervort, Avis Williams and Alfreda Wright be and they are hereby reappointed as Crossing Guards for the 2016-2017 school year and to perform such other duties as prescribed by the Chief of Police, at an hourly rate of \$14.33; and,

BE IT FURTHER RESOLVED, that the Township is hereby extending a conditional offer of employment to Thomas Blewitt, Sr.; Pam Moreski; Diamond Wilson; and Sandra Hanley to serve as School Crossing Guards for the 2016-2017 school year contingent upon favorable results of required pre-employment screening and background check; and,

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

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-356 - 8/8/16

EXTEND TEMPORARY EMPLOYMENT OF MUNICIPAL INTERNS

WHEREAS, on May 23, 2016, the Township Committee adopted Resolution #16-244 which employed municipal interns for temporary employment from June 6, 2016 through August 12, 2016; and,

WHEREAS, the Human Resources Director recommends that the temporary employment be extended through August 26, 2016 for several of the interns; and,

WHEREAS, funds will be provided in the 2016 Municipal Budget in various salary and wage appropriation line items 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 Andres Osorio-Sanders, Rebecca Mattia, and Shaquille Haskins as temporary Municipal Interns be and is hereby extended through August 26, 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.

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-357 - 8/8/16

DESIGNATE 2017 FLOATING HOLIDAY

WHEREAS, Article XII, Section J, of the current contract between AFSCME Local #1844 and the Township provides for a floating holiday that is set upon mutual agreement of AFSCME and the Township Administrator by July 1<sup>st</sup> of the previous year; and,

WHEREAS, the Township Administrator and AFSCME Local #1844 have requested that the 2017 floating holiday benefit be used on Monday, July 3, 2017,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the 2017 floating holiday benefit will be utilized by Township employees on Monday, July 3, 2017, all employees will be off-duty for that day, with the exception of Police Officers, Communications Operators, custodial staff and library staff; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to all employees.

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK



RESOLUTION #16-358 - 8/8/16

ACCEPT A MAINTENANCE GUARANTEE AND RELEASE A PERFORMANCE BOND  
FILED BY MERIDIAN HEALTH REALTY CORP FOR SITE IMPROVEMENTS IN  
CONNECTION WITH THE SENIOR HOUSING AT TAYLOR AND WELLS AVENUES

WHEREAS, on October 8, 2013, Meridian Health Realty Corp filed performance bond 105867385, written by Travelers Casualty and Surety Company of America in the amount of \$1,371,600.0, guaranteeing site improvements at the Meridian Health Senior Housing complex at Taylor and Wells Avenues (Blocks 267.02 and 266); and,

WHEREAS, the Township Engineer has certified that all site improvements have been completed in a satisfactory manner as of May 20, 2016 and said performance bond can be released contingent upon posting a two year maintenance bond in the amount of \$190,500.00; and,

WHEREAS, Meridian Health Realty Corporation has filed Maintenance Bond #106514482 in the amount of \$190,500.00 written by Travelers Casualty and Surety Company of America guaranteeing said site improvements for a period of two years,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Maintenance Guarantee as stated above be and is hereby accepted and the performance bond is authorized to be released; and,

BE IT FURTHER RESOLVED, that the cash portion of the performance guarantee in the amount of \$151,413.64 and inspection fee escrow in the amount of \$23,683.35 deposited with the Township be and is hereby authorized to be refunded (\$1,000.00 being retained for final inspection at the end of the maintenance period); and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Developer 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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-359 - 8/8/16

SUPPORT THE "DRIVE SOBER OR GET PULLED OVER  
2016 STATEWIDE CRACKDOWN"

WHEREAS, approximately one-third of all fatal traffic crashes in the United States involve drunk drivers; and,

WHEREAS, impaired driving crashes cost the United States almost \$50 billion a year; and,

WHEREAS, 27% of motor vehicle fatalities in New Jersey in 2013 (the last year for which complete data is available) were alcohol related; and,

WHEREAS, an enforcement crackdown is planned to combat impaired driving; and,

WHEREAS, the summer season and the Labor Day holiday in particular are traditionally times of social gatherings which include alcohol; and,

WHEREAS, the State of New Jersey, Division of Highway Traffic Safety, has asked law enforcement agencies throughout the state to participate in the *Drive Sober or Get Pulled Over 2016 Statewide Crackdown*; and,

WHEREAS, the project will involve increased impaired driving enforcement from August 19 through September 5, 2016; and,

WHEREAS, an increase in impaired driving enforcement and a reduction in impaired driving will save lives on our roadways,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby declares its support for the *Drive Sober or Get Pulled Over 2016 Statewide Crackdown* from August 19 through September 5, 2016 and pledges to increase awareness of the dangers of drinking and driving; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to Capt. Michael McGhee and Lt. Michael Zarro.

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-360 - 8/8/16

AUTHORIZE THE CANCELLATION OF MORTGAGES IN CONNECTION WITH  
FAÇADE IMPROVEMENT PROGRAM LOANS ISSUED TO CAPTAIN BILL'S  
BAIT & TACKLE AND WATERFRONT SUNSETS, LLC (302 SOUTH CONCOURSE)

WHEREAS, the Township of Neptune holds two mortgages dated May 23, 2003 in connection with two Façade Improvement Program Loans issued to Captain Bill's Bait & Tackle and Waterfront Sunsets, both located at 302 South Concourse; and,

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

WHEREAS, the Township desires to cancel said mortgages 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 cancellation of mortgages in connection with the Façade Improvement Program Loans issued to Captain Bill's Bait & Tackle and Waterfront Sunsets both located at 302 South Concourse; 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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-361 - 8/8/16

CANCEL CHECKS OUTSTANDING FOR OVER NINETY DAYS

WHEREAS, the Finance Department has advised that there are a number of outstanding checks that are over ninety (90) days old; and,

WHEREAS, the cancellation of said checks must be approved by resolution of the Township Committee,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the following checks outstanding for greater than ninety (90) days be and are hereby approved for cancellation:

Payroll Account	CHECK NO.	PAYABLE TO:	AMOUNT
	4520	FOP	\$1,020.00
	4627	PBA	3,680.00

General Account	CHECK NO.	PAYABLE TO:	AMOUNT
	30210	Jersey Shore Track	\$ 900.00
	30866	NJ Natural Gas	50.00
	31376	NJ Bounce	645.00

Dare Account	CHECK NO.	PAYABLE TO:	AMOUNT
	30025	NJAW	50.00
	30030	NJNG	500.00

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

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-362 - 8/8/16

AUTHORIZE ENGINEERING SERVICES AND THE ACQUISITION OF STREET POLE MOUNTS IN CONNECTION WITH THE WIRELESS WAN INFRASTRUCTURE THROUGH THE STATE COOPERATIVE PURCHASING PROGRAM

WHEREAS, the Township of Neptune wishes to authorize engineering services and the acquisition of custom street pole mounts, in connection with the wireless WAN infrastructure, through an authorized vendor under the State of New Jersey Cooperative Purchasing Program 1-NJCP; 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, New Jersey Business Systems, Inc. has been awarded New Jersey State Contract No. A83899 for this item; and,

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

WHEREAS, the cost of the acquisition and installation of this item shall not exceed \$34,707.00; and,

WHEREAS, funds for this purpose are available from Ordinance No. 15-33 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 engineering services and the acquisition of custom street pole mounts, in connection with the wireless WAN infrastructure, through New Jersey Cooperative Purchasing Program Contract No. A83899 at an amount not to exceed \$34,707.00; 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. and Auditor.

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-363 - 8/8/16

RECLASSIFY EMPLOYEE TO THE POSITION OF  
ACCOUNTANT IN THE FINANCE DEPARTMENT

WHEREAS, there is a vacancy in the position of Accountant in the Finance Department; and,

WHEREAS, the position was duly posted; and,

WHEREAS, the Chief Financial Officer and Human Resources Director have made a recommendation to reclassify an existing employee to said position; and,

WHEREAS, funds will be provided in the 2016 Municipal Budget in the appropriation entitled Financial Administration 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 Michael Schnurr be and is hereby reclassified to the position of Accountant in the Finance Department at an annual salary of \$35,000.00 effective August 24, 2016; and,

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

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-364 – 8/8/16

AUTHORIZE DEVELOPER'S AGREEMENT WITH JERSEY SHORE UNIVERSITY MEDICAL CENTER (HOPE TOWER BUILDING PROJECT) DAVIS AVENUE (BLOCK 1201, LOTS 4 & 5)

WHEREAS, Jersey Shore University Medical Center, applied for and was granted Preliminary and Major Final Site Plan Approval for expansion of its facilities and associated variances, subject to certain conditions, variances and waivers and Off Site Contribution Agreement with Neptune Township associated therewith before the Planning Board of the Township of Neptune; and

WHEREAS, Jersey Shore University Medical Center (Hope Tower Building Project) has agreed to enter into a Developer's Agreement with the Township of Neptune to guarantee the faithful performance of the obligations and representations associated with the application before the Planning Board of Neptune Township; and

WHEREAS, it is in the best interest of the citizens of the Township of Neptune to enter this Developer's Agreement with Jersey Shore University Medical Center (Hope Tower Building Project) to ensure the proper compliance and guaranteed performance of items and improvements made on said parcel,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the Mayor and Clerk are hereby authorized to execute the aforesaid Developer's Agreement with Jersey Shore University Medical Center (Hope Tower Building Project), a true copy of which is on file in the Office of the Municipal Clerk, for compliance with the Planning Board of Neptune Township's Resolution No. 15-13, and representations upon submission and approval of all conditions arising from the aforesaid Resolution, and return the same to the Township Attorney for recording in the Clerk's office of Monmouth County; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Township Attorney 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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-365 - 8/8/16

AWARD BID FOR EMERGENCY MEDICAL BILLING SERVICES PROVIDED  
BY THE TOWNSHIP'S PAID EMS PROVIDERS

WHEREAS, on June 23, 2016, the Business Administrator received bids for the award of a contract for Emergency Medical Billing Services in connection with EMS services provided by the Township's paid EMS providers; and,

WHEREAS, said bids were reviewed by the Business Administrator and EMS Manager who have recommended that the bid be awarded to the lowest bid submitted by DM Medical Billings; 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 as a percentage of revenues collected through EMS billing in accordance with Ordinance No. 16-07 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 DM Medical Billings for Emergency Medical Billing Services provided by the Township's paid EMS providers on their lowest responsible bid of a percentage of revenue as follows:

5.95% from the first \$100,000 of annual revenue  
6.25% from \$100,001 to \$200,000 of annual revenue  
7.00% from \$200,001 and up of annual revenue

BE IT FURTHER RESOLVED, that this bid award is contingent upon execution of a contract detailing the services to be provided and protections from potential HIPAA liability claims; and,

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

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK



RESOLUTION #16-366 – 8/8/16

AUTHORIZE EMERGENCY MEDICAL BILLING SERVICES CONTRACT

WHEREAS, the intent and purpose of the attached contract is for quality Emergency Medical Billing Services, and is desired to be furnished to meet the needs and demands of Neptune Township to the extent that such billing services are necessary for paid EMS Services within Neptune Township for individuals in need that are not exempt from such paid services or do not receive voluntary services,

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 a contract for Emergency Medical Billing Services to and with DM Medical Billings of Gibbsboro, New Jersey, a true copy of which is attached hereto and made a part hereof as Exhibit "A."; and,

BE IT FURTHER RESOLVED, that the governing body hereby authorizes execution of the aforesaid Agreement by the Mayor and Clerk of the Township, forwarding a copy to DM Medical Billings, who is being awarded this contract.

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

## EMERGENCY MEDICAL BILLING SERVICES

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
between

**The TOWNSHIP OF NEPTUNE**, a Municipal Corporation of the State of New Jersey, with principal offices located at 25 Neptune Blvd., Neptune Township, New Jersey 07753,

hereinafter referred to as "Township" and

**DM MEDICAL BILLINGS**, with offices located at 88 Lakeview Drive, South Gibbsboro, New Jersey 08026,

hereinafter referred to as "Contractor."

The "**Township**" and the "**Contractor**" hereinafter shall be referred to jointly as the "**Parties.**"

### WITNESSETH

In consideration of the mutual promises and covenants set forth in this Agreement, the amount bid, the Contractor and the amount agreed to be paid by the Township, IT IS AGREED, as follows:

#### **I. DEFINITIONS**

- a. "Business Associate" is a person or entity, other than the member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involves access by the Business Associate to protected health information. A "Business Associate" also is a subcontractor that creates, receives, maintains or transmits protected health information on behalf of another Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103 and in reference to the party to this Agreement, shall mean DM Medical Billing or the "Contractor."
- b. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103 and in reference to the party to this Agreement shall mean Neptune Township or "Township."
- c. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and Part 164. The terms used in this Agreement, all regulatory references and any interpretation of any ambiguity will be based on HIPAA.
- d. "Breach Data Aggregation Designated Record Set, Disclosure, Healthcare Operation, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use" as used in this Agreement; said terms have the same meaning as those terms in the HIPAA Rules.
- e. "Clean Patient Care Reports" shall mean reports supplied by the Township to the Contractor per criteria established by Exhibit "A."

#### **II. SCOPE OF SERVICES**

In return for payment of the Service Fee, and provided that the Township is not in breach of this Agreement, the Contractor agrees during the term of this Agreement, to (a) Prepare medical bills for services provided to patients by the Township submitted to the Contractor (b) Submit

(electronically or via the United States Postal Service) medical bills to the Payor(s) or patients designated by the Township.

The Contractor is required to provide the following services as set forth in Attachment "B."

### **III. CONTRACTOR'S OBLIGATIONS**

- a. The Contractor will ensure billing information submitted by the Township will be logged and preserved in original form as a transaction record, and all diagnostic and service codes submitted by the Township and service records will be faithfully reproduced, without code changes in submitted claims. The Contractor will screen the Township's submitted Clean Patient Care Reports and Return Service Records with missing date and/or information in error to the Township for correction prior to conversion to a claim and submission to the Payor.
- b. The Contractor will submit claims on a timely basis, with the majority of clean claims and patient statements to be submitted within 48 hours of receipt of client service information.
- c. The Contractor shall comply with all applicable laws in the performance of this Agreement.
- d. The Contractor shall process denied or rejected claims within 10 business days of Contractor's notification or rejection or denial of claim.
- e. The Contractor shall reconcile cash deposits with cash posted to billing system and the report of reconciliation shall be forwarded to the Township on a weekly basis.
- f. The Contractor shall provide to the Township all reports noted in Paragraph I (e) above on a monthly basis, electronically.

### **IV. TOWNSHIP'S OBLIGATION**

- a. Under Federal Law, the Contractor and the Township are held accountable for accurate and truthful information submittal in Medicare and Medicaid Claims. In addition to Township's other obligations under this Agreement, the Township shall (1) deliver current, complete and accurate truthful billing information to the Contractor; (2) Pay all fees due hereunder as and when due; (3) Execute documents as necessary to authorize Payors to deliver reimbursement information to the Contractor in connection with medical bills processed by the Contractor and (4) Comply with all applicable laws in the performance of this Agreement.
- b. Provide Clean Patient Care Reports or other relevant reports to the Contractor in accordance with criteria established in Exhibit "A."
- c. The covered entity (Township) shall notify the Contractor of any restriction on the use or disclosure of Protected Health Information (PHI) that the covered entity has agreed to or is required to abide by under 45 C.F.R. 164.522 to the extent that such restriction may affect the Contractor's use or disclosure of PHI.

### **V. TERM**

Initial term for this Agreement shall commence on August 1, 2016 and unless earlier terminated as provided herein, shall continue thereafter through July 31, 2018. Total term of this Agreement shall not exceed the

period of 24 months as per N.J.S.A. 40A:11-15. The Township or Contractor may, at any time during the contract period, terminate the contract by giving 30 days' notice in writing to the Contractor of its intention to do so, with or without cause.

## **VI. FEES**

- a. The base fee established by the Township for services is the scale of 5.95% for receipts of \$0 - \$100,000.00; 6.25% for \$101,000.00 - \$200,000.00 and 7.00% for receipts of \$201,000.00 and above for reimbursements collected and deposited into the Township's bank account (EMS) during preceding month. The Service Fee shall be billed monthly and will not exceed 7.00% of payment received. The Township shall pay the service fees, report fees and any other fees due hereunder, within 60 days after receiving the Contractor's invoice for such services. The Township shall be solely responsible for all State, local and Federal Taxes on payments received from medical bills generated by the Contractor (excluding taxes imposed upon the Contractor's income).
- b. All payments to the Contractor shall be subject to a bill, along with a properly executed voucher to be submitted to the Township in the manner required by the municipalities in the State of New Jersey. The voucher form shall be supplied by the Township. All vouchers shall be duly signed by the Contractor in the spaces provided for "Claimants Certification and Declaration" and submitted to the Chief Financial Officer for payment processing. All invoices issued by the Contractor shall make reference to the Township's Purchase Order Number, which shall be issued by the Township at the time of the award of contract and subsequently from time to time as required by the Department of Administration.
- c. The Contractor shall make copies of all deposit slips itemizing all receipts and explanation of benefits or remittance advised, deposit monies into the Township's account and forward copies to the Township Finance Department on a weekly basis with backup to include deposit and check copies.
- d. The Township shall make completed claims and source documents available to the Contractor for pickup once per week on a mutually agreed upon day.
- e. The Township affirmatively acknowledges and represents that to the best of its knowledge all facts submitted with claims are accurate and the Contractor can rely on the veracity of the information without conducting an independent inquiry.

## **VII. BUSINESS ASSOCIATE ASSURANCES**

The Contractor is deemed as a "Business Associate" of the Township pursuant to the definition of that term set forth in this Agreement and pursuant to 45 C.F.R. 160.103, effective on or after April 14, 2003, or such other implementation date established by law, and shall carry out its obligations under this Agreement in compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) the, "Privacy Regulations" pursuant to Public Law 104.191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996; subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended "HIPAA" to protect the privacy of any personally identifiable, protected health information (PHI) that is collected, processed or learned in connection with the billing services set forth in this Agreement.

## **VIII. GENERAL REQUIREMENTS OF CONTRACTOR**

- a. The Contractor hereby represents that it is experienced in the field of Municipal Ambulance Billing Services for EMS Based Units. The Contractor also represents and warrants that it has been continuously engaged in the field of Municipal Ambulance Billing Services for a duration of not less than 5 years. The Contractor further represents and warrants that it has shown the Township proof of SASE 70 audit for the past 3 fiscal yearly cycles.
- b. The Contractor hereby represents and warrants that all staff utilized by the Contractor, who are responsible for processing claims shall be direct employees of the Contractor and shall be subject to pre-employment screening and written Confidentiality Agreements.
- c. The Contractor represents and warrants that the process of all claims shall be performed at the Contractor's stated place of business and in a secure and protected environment.
- d. The Contractor hereby represents and warrants that it shall notify the Township of all non-collected accounts to the Township with no claim for payments against the Township or invoices for their service costs involved in the attempt to collect the funds.
  1. A history of the account shall be included outlining the dates of the billing and notices in accordance with the specifications and this Agreement.
  2. Upon direction of the Township, the Contractor shall turn non-collected accounts over to a collection agency for further collection efforts. The Contractor will administer all fees associated with the collection agency revenues and include fees incurred in monthly invoices to the Township.
  3. Fees for collection chargeable to the Township are limited to the contract fee established in the base contract.
- e. The Contractor hereby represents and warrants that the computer software utilized by the Contractor shall be ambulance-specific and shall have the ability to keep all data completely separate among the Contractor's clients. The Contractor shall have the capability of accessing patient/insurance data electronically via connections to the local hospital's computer systems.
- f. The Contractor hereby represents and warrants that it is equipped with the requisite computer hardware and software to electronically access the computers of the major insurance companies, Medicare and Medicaid, and to have the ability to input claims into their systems for prompt processing of such claims. The Contractor shall be responsible for any costs associated with electronic communications or software modular updates required by the Township.
  1. Additionally, the Contractor shall be required to produce a monthly report that will reflect that these submissions have occurred as specified.
  2. The Contractor is required to input and produce billing to the insurance company and/or appropriate party within 48 hours of receipt of documentation from the Township. The Contractor shall be required to notify the patient that their insurance company has

been billed for said services rendered by the Township. Said notification shall be in compliance with insurance regulations of the State of New Jersey. Pursuit of claims shall be followed pursuant to the Scope of Service Requirements set forth more fully in Exhibit "B" to this Agreement. All patient invoices requesting payment shall identify that all checks are to be made payable to the Township/EMS and mailed to the medical billing processing address.

- g. The Contractor represents and warrants that it shall maintain a billing office that is associated with the Township's contract that is located within 80 miles from the borders of the Township. This requirement is necessitated due to the required deliveries by the Township and the annual audit and review of records by the Township Auditors and representatives.
- h. The Contractor represents and warrants that it is able to accept a computer generated upload of information on a daily basis. The Contractor shall be responsible for maintaining a computer system compatible with Neptune Township's ImageTrend, or ImageTrend Elite Data Collection Systems. The Contractor shall then properly code all services to verify insurance information, addresses, etc. Patient supplied insurance forms shall be completed and sent as required. All billings shall first be submitted to the patients' insurance provider, Medicare or Medicaid. Amounts not paid through insured claims shall be billed to the patient directly. This provision shall not apply to Neptune Township residents/patients. The Contractor shall comply with the billing outline in this Agreement.
- i. The Contractor represents and warrants that it will provide either a local and/or toll free long distance telephone line to provide prompt responses to patients' questions regarding services rendered and charged as billed. A telephone receptionist shall have quick access to patients' records and be trained and qualified in this service. Sufficient lines shall be provided so as to provide adequate customer service. The Contractor shall only employ fully-trained and qualified individuals that are capable of servicing the various needs of the potential callers. The successful Contractor shall also provide direct line access for the use of the EMS Manager and the Township Administrator, or his designated representative.
- j. The Contractor represents and warrants that it shall deposit patients' payments directly to the Township's current account. The Contractor shall forward deposit receipts to the Township in a timely fashion.
- k. The Contractor represents and warrants that it shall be responsible for all the costs associated with the aforementioned bills, forms, reports, telephone lines, envelopes, calls, postage or other associated incidental costs. The Contractor is responsible for any related costs of ImageTrend or ImageTrend Elite.
- l. The Contractor represents and warrants that it is proficient in the use of ImageTrend or ImageTrend Elite to the satisfaction of the Township.

#### **IX. OTHER CONDITIONS**

- a. The Contractor shall supply and furnish to the Township connection with the service being proposed all reports required under the specifications issued by the Township, as set forth more fully in this Agreement. The Township shall be able to receive and obtain upon request from the contractor any of the financial reports generated by the computer system within 5 business days.

- b. The Contractor, by the 15<sup>th</sup> of each month, shall submit a voucher showing a total amount of money collected by the Township and the percentage the Township owes to the contractor for the preceding month. By the 15<sup>th</sup> of each month, the Contractor shall send a report listing the open non-collected accounts which are to be submitted to the collection agency. Any additional information concerning the patient, which should be useful to the collection agency shall be included in the report.
- c. If the Contractor is replaced in any subsequent contract, all open accounts shall be closed on the 120<sup>th</sup> day following the end of the contract term. A complete list of all open accounts, including addresses, along with any written correspondence shall be provided to the Township. This list shall provide a full history of each account. The list shall be assigned to collections; or assumed by the current Contractor for full follow-up billing as determined by the Township. Payment shall be credited to the account of a billing agency based on the return envelopes received.
- d. The Contractor shall provide, when requested by the Township, aged receivable reports, which shall list and include each Payor's outstanding balances listed according to the original aging date; the address of the patient; the insurance company of record and any other relevant information. The Township shall retain the right and ability to review the status of said reports on demand or on a scheduled basis as determined by the Chief Financial Officer.
- e. The Contractor shall establish and provide to the Township and maintain a full description of the handling of incomplete data from the Township, denied claims, partial reimbursements by Payor, typed, undeliverable mail and accounts in arrears.
- f. The Contractor shall maintain and provide proof, on an annual basis, including at the time of execution of this Agreement, a full description of its policies and procedures for the protection of confidentiality of all the Township records in their possession. All documents and reports shall remain the property of Neptune Township. If directed by the Township, the Contractor shall be required to have the accounts audited by the Township Auditor. This audit shall be performed annually with compliance reviews on a need-be basis. All costs associated with this portion of the contract shall be the sole responsibility of the Township.
- g. The Township and the Contractor shall meet on a quarterly basis to discuss any problems or concerns associated with this Agreement. This schedule shall be established by the Township Chief Financial Officer or Township Administrator.

**X. OWNERSHIP OF RECORDS**

The Township shall retain the ownership rights to all records and reports that are utilized and generated in connection with the execution of this Agreement. No records and/or reports shall be released without the prior written approval of the Township Administrator. All records shall be maintained in accordance with the prescribed New Jersey State Statutes pertaining to Records Retention and for a period of not less than 6 years. No records shall be disposed of, without first obtaining approval from the Township Clerk, and Township Auditor and the State of New Jersey's Department of State, Division of Archives and Records Management.

**XI. PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

- a. The Contractor, as a Business Associate, shall not use or disclose Protected Health Information (PHI), other than as permitted or required by the Agreement, or as required by law. The Contractor shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, with respect to electronically protected health information, to prevent use or disclosure of protected health information other than as provided by this Agreement.
- b. The Contractor shall report to the Township any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured, protected health information as required at 45 C.F.R. 164.410 and any security incident of which it becomes aware.
- c. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, the Contractor shall ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Contractor agrees to the same restrictions, conditions and requirements that apply to the Contractor with respect to such information.
- d. The Contractor shall make available protected health information in a designated record set to the Township as necessary to satisfy the Township's obligations under 45 C.F.R. 164.524.
- e. The Contractor shall make any amendments to protect health information in a designated record, set as directed or agreed to by the Township, pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy the Township's obligations under 45 C.F.R. 164.526.
- f. The Contractor shall maintain and make available information required to provide an accounting of disclosures to the Township or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Township's obligations under 45 C.F.R. 164.528.
- g. To the extent that the Contractor is to carry out any of the Township's obligations under the HIPAA Privacy Rule, the Contractor shall comply with the requirements of the Privacy Rule that applies to the Township when it carries out that obligation.
- h. The Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the Contractor on behalf of the Township available to the Secretary of the Department of Health and Human Services for purposes of determining the Contractor's and Township's compliance with HIPAA and the HITECH Act.
- i. The contractor shall restrict the use or disclosure of PHI if the Township notifies the Contractor of any restriction on the use or disclosure of PHI that the Township has agreed to or is required to abide by under 45 C.R.R. 164.522.
- j. If the Township is subject to the Red Flags Rule (found in 16 C.F.R. 681.1 *et. seq.*) the Contractor agrees to assist the Township in complying with its Red Flags Rule obligations by: (1) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. 681.2); (2) taking all steps necessary to comply with the



policies and procedures of the Township's Identify Theft Prevention Program; (3) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Township agrees to implement reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft; and (4) alerting the Township of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Township of any threat of identity theft as a result of the incident.

- k. The Contractor may make all uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that the Contractor is engaged to perform on behalf of the Township.

## **XII. OBLIGATIONS UPON TERMINATION OF THE AGREEMENT**

Upon termination of this Agreement for any reason, the Contractor shall return to the Township all protected health information received from the Township, or created and maintained or received by the Contractor on behalf of the Township, that the Contractor still maintains in any form. The Contractor shall retain no copies of the protected health information.

## **XIII. HOLD HARMLESS AND INDEMNIFICATION**

- a. The Contractor shall save and hold the Township harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever, which arise out of or are connected with or are a claim to arise out of or be connected with any of the services performed by the Contractor, or its agents, servants, subcontractors or employees, or which arise out of or are connected with, or are claimed to arise out of or be connected with any illegal disclosure, third party cyber-attack, accident or occurrence which happens, or is alleged to have happened in the performance of the Contractor's services for the Township pursuant to this Agreement, including, without limitation, the generality of the foregoing: All liability, damages, loss, claims, demands and actions on account of Federal State or local law violations; personal injury, death or property loss, whether based upon or claimed to be based upon statutory (including but without limitation the generality of the foregoing, Workers Compensation); contractual, tort or other liability of the Contractor, its subcontractors or any other person, persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the Contractor, its employees, agents, subcontractors or other persons. This Hold Harmless and Indemnification shall also include all environmental damage or claims arising from services provided by the Contractor under any Federal or State Environmental Law, and the effects of any internal or third party computer hack or cyber-attack.
- b. The Contractor shall, at its own expense, investigate all such claims and demands, tend to their settlement or other disposition, defend all actions based thereon, and pay any charges of attorneys and all other costs and expenses of any kind arising from any such liability, damages, loss, claims, demands and actions, and shall also indemnify the Township for all liability, damage, loss, claims, demands and actions arising from or caused by the active or inactive actions of the Contractor, its subcontractors, employees or agents, servants and its frequenters, including legal fees and costs.

## **XIV. INSURANCE**

- a. The Contract during the term of the Agreement shall carry Workers' Compensation where required on all employees, along with Liability

Insurance in the limits of at least \$1,000,000.00 for injuries for one person and \$2,000,000.00 for injuries to more than one person per accident, and property damage insurance of \$50,000.00 for the joint protection of the Contractor and the Township. The Contractor shall also maintain insurance concerning liability due to violation of Business Associate relationship and acts of dishonesty and forgery, and for outside or internal cyber-attacks or computer hacks on confidential information held by the Contractor with the Township of equal amount as that stated aforesaid and shall provide the Township with a Certificate of Insurance upon execution of this contract to the satisfaction of the Township's Attorney, and shall further certify that the Township shall receive at least 10 days' notice prior to cancellation of such policies. The Contractor shall also require that all of its subcontractors have similar coverage, naming both the Contractor and the Township in each case as an additional insured on the subcontractor's policy. Each subcontractor, in addition to the Contractor, must provide proof of coverage required in this paragraph to the Township prior to commencement of any contractive work.

- b. The Contractor must also show proof that its insurance coverage also covers all participants in the Contractor's activities, both directly and indirectly, including but not limited to necessary subcontractors, employees, and volunteers in general. The Contractor's proof of insurance and Certificate of Liability provided to the Township shall further provide that the Township shall be named as an additional insured during the dates of this contract.

#### **XV. PERFORMANCE BOND**

Simultaneous with the execution of this Agreement, the Contractor shall submit an executed Performance Bond in the amount of 100% of the acceptable bid as security for the faithful performance of this Agreement. The Performance Bond provided shall not be released until final acceptance of the services, and then only if any liens or claims have been satisfied. The surety on such bond shall be duly authorized by a surety company authorized to do business in the State of New Jersey, pursuant to N.J.S.A. 17:31-5. Failure to submit this bond with the executed contract shall be cause for declaring the contract null and void, pursuant to N.J.S.A. 40A:11-22.

#### **XVI. VOLUNTARY EXECUTION**

The parties hereby acknowledge and represent that this Agreement has been executed by them, and each of them were free from persuasion, fraud, undue influence or economic, physical or emotional duress of any kind whatsoever, asserted by the other, or by other persons, and that the Contractor was represented by legal counsel or had an opportunity to be represented by legal counsel, and the Township was represented by legal counsel, Gene J. Anthony, Esq., of 48 South Street, Eatontown, New Jersey 07724.

#### **XVII. VALIDITY AND ENFORCEABILITY OF AGREEMENT**

The parties hereby agree that the contract is valid and enforceable, and any actions which may hereinafter be commenced by either party shall require the use of this Agreement as evidence to demonstrate the parties' understanding of any issues addressed herein.

#### **XVIII. SEVERABILITY**

Should any provision of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, all other provisions shall be

nonetheless continued in full force and effect to the extent that the remaining provisions are fair, just and equitable.

**XIX. WAIVER**

No modification or waiver of any terms of this Agreement shall be valid unless in writing and executed by the parties hereto.

**XX. SITUS AND GOVERNING LAW**

The laws of the State of New Jersey shall govern execution and enforcement of the within Agreement.

**XXI. ENFORCEMENT**

Should any of the aforesaid parties default with regard to this Agreement, the aggrieved party shall give the defaulting party, through the defaulting party's attorney, if any, or if not, through its Administrator of Administrative Offices, written notice of the default and 10 days to cure the default from the date of said notice. Should the defaulting party fail to cure the default within the time period prescribed, the aggrieved party may seek all available remedies both at law and in equity, and the successful party shall be entitled to reasonable attorney's fees for having to bring such an action, as well as court costs.

**XXII. ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only in writing, which is executed by all parties hereto.

**XXIII. SUCCESSORS IN INTEREST**

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns in interest of the Parties hereto.

**XXIV. HEADINGS**

The headings used to identify a paragraph have been included only for the convenience of the Parties and are not intended to constrain or completely identify the contents of said paragraph.

**XXV. SUCCESSOR AGREEMENT**

This Agreement supersedes and succeeds all existing Agreements between the Parties. All previous Agreements between the Parties are hereby declared null and void.

**XXVI. REGULATORY CHANGES**

The Parties recognize that this Agreement is at all times subject to applicable State, Local and Federal Laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement, and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this

Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within 30 days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

**XXVII. SHARING OF INFORMATION AND DOCUMENTATION AND RESPECT OF PRIVACY**

The Parties each agree to permit access by the other to each Party's respective books and records as they relate to billing and reimbursement for services hereunder. The Parties agree to share all patient care and billing information necessary to properly submit Medicare or Medicaid claims, including Clean Patient Care Reports and billing slips. All information or documents exchanged between the parties related to PHI of a patient shall be exchanged in compliance with all privacy laws and rules, included in the privacy rule established under HIPAA. Both Parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies.

**XXVIII. ASSIGNMENT OF ACCOUNT/INTEREST**

Billing Agent will not assign any interest on this contract and shall not transfer any interest in the same without the prior written consent of the Township.

**XXIX. DOCUMENTS**

Each of the Parties agree to execute, in recordable form, if necessary, any and all documents, agreements, filing, etc., as may be necessary or usable in order to effectuate and carry out the terms and purposes of this Agreement.

**XXX. CONFIDENTIALITY**

The Parties agree that all medical records and PHI are to be treated as confidential so as to comply with all Local, state and Federal Laws regarding the confidentiality of such records including the Health Insurance Portability and Accountability Act.

**IN WITNESS WHEREOF**, the parties to this Agreement have hereto set forth their hands and seals on the date and year first written above.

(SEAL)

**TOWNSHIP OF NEPTUNE**

BY: \_\_\_\_\_  
KEVIN MCMILLAN, Mayor

ATTEST:

\_\_\_\_\_  
RICHARD J. CUTTRELL, RMC  
Township Clerk

**DM MEDICAL BILLINGS**

BY: \_\_\_\_\_  
Print name:  
Print Title:

WITNESS:

\_\_\_\_\_  
Print name:

STATE OF NEW JERSEY:

SS:

COUNTY OF MONMOUTH:

I CERTIFY that on

RICHARD J. CUTTRELL

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

(a) this person is the TOWNSHIP CLERK of the TOWNSHIP OF NEPTUNE, the municipal corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer, who is \_\_\_\_\_ of the municipal corporation;

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

(d) this person knows the proper seal of the municipal corporation which was affixed to this document;

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

\_\_\_\_\_  
RICHARD J. CUTTRELL,  
RMC, Township Clerk

Signed and sworn to before me  
On \_\_\_\_\_, 2016

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

STATE OF NEW JERSEY:

SS:

COUNTY OF \_\_\_\_\_ :

I CERTIFY that on \_\_\_\_\_, 2016  
(date)

\_\_\_\_\_ personally came before me and this person  
(print name)  
acknowledged under oath, to my satisfaction, that:

- (a) this person is named in and personally signed the attached document; and
- (b) this person acknowledges that he/she is the \_\_\_\_\_ of  
the DM MEDICAL BILLINGS; (print title)
- (c) this person signed, sealed and delivered this document as his or her act and deed.

\_\_\_\_\_  
Notary Public  
My Commission expires:

(SEAL)

**EXHIBIT "A"**  
**CRITERIA FOR CLEAN PATIENT CARE REPORT**

The following information shall be furnished for the dunning process to Begin:

- a. Dispatch Run Number
- b. Date of Service
- c. Patient information, to include as much as possible:
  1. Full name
  2. Address
  3. Date of birth
  4. Social Security Number (if applicable)
  5. Phone number
- d. Patient pickup location; including zip code
- e. Patient drop off location; including zip code
- f. Documented odometer mileage:
  1. At pickup location
  2. At hospital
  3. Total loaded mileage
- g. Patient chief complaint and history of present illness
- h. Services rendered to patient
- i. Patient or representative of patient signature authorizing treatment and benefits
- j. Mobile Intensive Care Unite Number and if they administered care or not
- k. EMS staff member's name, preparer's name and signature
- l. Agency vehicle recognition number
- m. Time log to include:
  1. Dispatch
  2. Responding
  3. On location
  4. Depart location
  5. Arrival at hospital
- n. Hospital Face Sheet, when available.



**EXHIBIT "B"**  
**SCOPE OF SERVICES**

- a. Electronically bill commercial insurers and Medicare/Medicaid for basic life support, emergency medical services, advanced life support if applicable patient transported and other services provided by the Township; utilizing software compatible with Image Trend or Image Trend Elite data collection systems (or other electronic patient care reporting software as specified by the Township) within 48 hours of receipt of Clean Patient Care Report. Open accounts will be invoiced at the date of data input or import as well as at 30, 60 and 90 days from the date of data input or import.
- b. At 90 days, unpaid bills to insurers shall be researched, and should missing or inaccurate information be determined as the cause for non-payment, the Contractor shall obtain and/or correct the information needed to submit a "clean" claim. As required during the contract period, by the Township, the Contractor will mail letters to solicit further information from patients when not enough information was previously acquired to submit a clean third party claim. Said letters will be developed by the contractor and subject to approval by the Township before and during their use.
  1. Follow-up phone calls and dunning notices: The Contractor shall execute follow-up phone calls and dunning letters to insurance carriers, guarantors of payment and patients as appropriate. The Contractor shall execute warning letters to carriers, guarantors of payment and patients as appropriate prior to recommending the placement of account into collection or writing off of account from accounts receivable balance.
- c. Deposit funds to the Township's designated bank account within 1 business day of receipt of funds.
- d. Pay all shipping costs of call sheets and all other documents or reports.
- e. Provide reporting module: Standard reports are generated through all modules and custom reports are built according to Neptune Township's specifications. The type of standard monthly reports are:
  1. Billing Accounts Receivable Reconciliation Report (30-60-90 day status and year-to-date by claim and by insurer; charges, contractual allowances, adjustments, bad debt write off, payments and balance due)
  2. New Jersey Quarterly Trip Statistic Report
  3. Pending outgoing Bills Report (claims awaiting complete and/or corrected patient information)
  4. Status Claims Report (status by individual claim)
  5. Medicare/Medicaid Report
  6. Open Accounts Report (by claim and by insurer)
  7. Closed Accounts Report (by claim)
  8. Patient Summary Report (by patient, not claim)
  9. Billing Receivables/Cash Receipts Report (by insurer and claim)

10. Contractor/MICU Activity Report
  11. Accounts Requested to be Referred to Collection Report
  12. Credit Detail Report
  13. Payer Mix (by month and YTD)
  14. Average Days to Payment (by insurer)
  15. Contractual Allowance (by claim and by insurer)
  16. Fee Waiver (by claim, by month and YTD)
- f. Provide HIPAA Compliance Training as required to EMS Staff.
  - g. Provide Image Trend or Image Trend Elite software modules for creation of patient care reporting, exportation of Patient Care Reports to reimbursement contractor's billing software, CAD Report and import, geocoding, Remote Downloader and Image Trend or Image Trend Elite mobile. Training to all new EMS staff shall be provided as needed. Note that due to the training costs that would be incurred by EMS, substitution of another software product will not be considered.
  - h. Provide ongoing Image Trend or Image Trend Elite training to all EMS staff as required, with a minimum of once a year.
  - i. The Contractor will be required to assume billing with the intervention of advanced life support units if requested by the Township during the contract period. This includes and requires that the Contractor currently possess the capability of Medicare Part-B billing and reporting.
  - j. The Contractor will maintain its systems on an ongoing basis to be capable of submitting clean acceptable claims for all third party insurers insuring payment for Township EMS patients.
  - k. The Contractor's authorized employee representative shall meet with a representative of the Township and Emergency Medical Service Administrative Executive Director at Township Hall (or other mutually agreeable location to both the Contractor and the Township) on a weekly basis to review receivable history and call processing.
  - l. The Contractor shall assume all responsibility for processing and collection of all outstanding balances greater than 90 days old from the date of inception of this contract. The contractor shall further assure the orderly and timely importation of data from these prior transports into its reimbursement software system. Any costs for this importation shall be assumed by the contractor.
  - m. The Contractor acknowledges that all balances due for services rendered not received by the Township more than 90 days after the initial date of service (the transportation date) may be subject to reassignment to a new Contractor should a new Contractor for reimbursement services be executed.
  - n. The Contractor acknowledges that a written record of all account activity during the period of this contract must be furnished to the Township, in a format agreed upon by the Township, prior to the release of any final payments due to the Contractor. This written record shall include, but not be limited to all open accounts and activity to date, all closed accounts and activity to date, and all outstanding balances per insurer and patient. Additionally, Contractor

will provide a written detail of all contacts with each patient and insurer. This record will be provided within 60 days of the expiration of this contract. The Contractor will not attempt or perform any processing or collection of any claims on behalf of the Township beyond 60 days of expiration of this contract.

- o. The Contractor shall provide online access to EMS administrative staff for the purpose of individual claim review, transports received reporting, transport invoices reporting, accounts receivable reporting, etc. Please note that EMS administrative staff shall not be able to input information into the Contractor's billing system. EMS administrative staff shall (only) be able to review the required information.
  
- p. The Contractor shall receive hospital face sheets and (paper) Authorization of Benefits forms, signed by the patient or patient's authorized representative from EMS. The Contractor shall scan these documents and attach them electronically to the Clean Patient Care Report within Image Trend or Image Trend Elite (or other electronic patient care reporting software as specified by the Township). Alternatively, the Contractor may supply the required equipment and/or software system to each EMS station and/or crew to facilitate EMS crew members electronically attaching these documents to the Clean Patient Care Report within Image Trend or Image Trend Elite (or other electronic patient care reporting software as specified by the Township). The cost of this equipment shall be borne by the Contractor and at no cost to the Township. If the Contractor elects to provide equipment and/or software system to facilitate EMS crew members electronically attaching these documents to the Clean Patient Care Report within Image Trend or Image Trend Elite (or other electronic patient care reporting software as specified by the Township), the specified equipment and methodology of use must be approved by the Township. Repair, maintenance and/or replacement cost for said equipment and/or software system shall be the responsibility of the Contractor during this period of this contract. At the conclusion of the contract, use of said equipment and/or software system shall remain with the Township; repair, maintenance and/or replacement cost for said equipment and/or software system shall be the responsibility of the Township.
  
- q. The Contractor shall provide an electronic system to initiate the Image Trend or Image Trend Elite electronic Clean Patient Care Report and to enable the capture of electronic signature on the Authorization of Benefits form as well as uploading of this form from the field. The system shall consist of a contractor provided tablet computer located in each EMS ambulance and supervisory vehicle. The Contractor provided tablet computer shall be mounted securely in a Contractor provided quick release bracket within each vehicle and shall be compatible with Image Trend or Image Trend Elite system. These Image Trend or Image Trend Elite electronic Clean Patient Care Reports and the electronic Authorization of Benefits form (with signature) shall be transmitted from the Contractor provided tablet computer through a Contractor provided vehicle mounted In-Motion Technologies onboard Mobile Gateway installed in each EMS ambulance and monthly cellular connectivity to each EMS ambulance and supervisory vehicle.
  
- r. The Contractor shall be required to provide the following services to the Township on a monthly basis:
  - 1. All pertinent records shall be scanned into an appropriate digital media. Two copies shall be required.

2. This service shall include the removal of staples, scanning and shredding of all documents after the prescribed time period as stipulated in the New Jersey State Statutes pertaining to Record Retention.

RESOLUTION #16-367 - 8/8/16

REJECT TRANSFER OF SCHOOLHOUSE SQUARE FROM  
TRF DP RIDGE AVENUE, LLC TO KMJ ENTERPRISES, LLC

WHEREAS, TRD DP Ridge Avenue, LLC (hereinafter referred to as "TRF") with offices presently located at 1700 Market Street, Philadelphia, PA 19103, is the present redeveloper of a development known as Schoolhouse Square (hereinafter referred to as "the Project"), located at Block 197, Lot 1, Block 198, Lots 10, 11 and 13 and portion of Lot 767 on the Tax Map of the Township of Neptune as of 2008, and entered into a Redeveloper's Agreement through prior Redeveloper, Cityworks Ridge Avenue, LLC, with offices located at 718 Arch Street, Philadelphia, PA in 2008; and

WHEREAS, the Project was originally owned by Neptune Township, and under the Redeveloper's Agreement, agreed to convey to the Redeveloper the Project, and all land within the Project, subject to certain conditions; and

WHEREAS, under the Redeveloper's Agreement, Article 8, the Redeveloper may not transfer the whole or any part of its interest in the Project or the Project improvements without the consent of the Township; and

WHEREAS, TRF has requested authorization to transfer the remaining Project that is undeveloped, or only partially developed to KMJ Enterprises, LLC; a construction company in existence for, according to KMJ, 8 years, and KMJ Enterprises, LLC provided the Township with its corporate resume and prior tax returns as a basis of a request from the Township for financial documents; and

WHEREAS, the Township Committee has reviewed all documents supplied by KMJ Enterprises, LLC, and by TRF concerning the proposed new Redeveloper.

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 rejects and shall not consent to the transfer of property from TRF to KMJ Enterprises, LLC based on the following:

After review of all financial and background information and interviews with principals of KMJ Enterprises, LLC, the Township Committee has concluded that KMJ Enterprises, LLC lacks the background experience and expertise to be able to carry on the Project pursuant to the Redevelopment Plan and prior Redeveloper's Agreement.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be submitted to TRF with the request that should TRF find a new Redeveloper, it can submit a new request for a transfer, along with a resume and appropriate financial information concerning the new proposed Redeveloper, if any.

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-368 - 8/8/16

AUTHORIZE THE TOWNSHIP ENGINEERING CONSULTANT TO PROVIDE  
TRAFFIC ENGINEERING SERVICES IN REGARDS TO PARKING IN OCEAN GROVE

WHEREAS, the Township Committee desires to gather information and analysis on traffic and on-street parking in the Ocean Grove Historic District; and,

WHEREAS, this information and analysis will be provided to the recently appointed Ocean Grove Parking Task Force; and,

WHEREAS, it is necessary to authorize a Township Engineer Consultant, with a specialty in traffic engineering, from the approved list of 2016 Engineering Consultants to perform these services at the discretion of the Township Committee; and,

WHEREAS, funds for this purpose will be provided in the 2016 municipal budget in the appropriations entitled Engineering O.E. 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 CME Associates (Traffic Department) to perform the services as stated herein as Township Engineering Consultant, at the direction of the Township Committee, at an amount not to exceed \$5,000.00; and,

BE IT FURTHER RESOLVED, that a 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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK

RESOLUTION #16-369 – 8/8/16

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	\$801,350.43
FEDERAL & STATE GRANT FUND	14,486.97
TRUST FUND	46,590.85
GENERAL CAPITAL FUND	12,376.29
SEWER OPERATING FUND	159,320.29
MARINA OPERATING FUND	4,406.91
DOG TRUST	7,477.00
UDAG TRUST	15,700.41
LIBRARY TRUST	2,392.84
BILL LIST TOTAL	\$1,064,101.99

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 08/08/16



RICHARD J. CUTTRELL, MUNICIPAL CLERK