

TOWNSHIP COMMITTEE WORKSHOP MEETING – JUNE 24, 2019 – 6:00 P.M.

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

ROLL CALL

PRESENT/ABSENT

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

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

Mayor Rizzo announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 3, 2019, posting the notice on the Board in the Municipal Complex, and filing a copy of said notice with the Municipal Clerk.

ITEMS FOR DISCUSSION IN OPEN SESSION

1. Discussion – Facility use fees. (PW)

2. Review Committee calendars.

Res. # 19-249 – Authorize an Executive Session as authorized by the Open Public Meetings Act.

Offered by: _____ Seconded by: _____

Vote: Brantley, _____; Lane, _____; McMillan, _____; Williams, _____; Rizzo, _____.

Info Charging for Field Use Options prepared June 2019

DRAFT NEPTUNE TOWNSHIP 2019 Facility Use Reservation Fees

(Fees are charged per field)

Facility	Tier 1	Tier 2	Tier 3	Tier 4
	Township Sponsored Rec & Travel Leagues	Resident Schools, Resident Non-Profits, Org Roster at least 75% Residents	Non-Resident Schools, Non-Resident Non-Profits, Org Roster less than 75% Residents (exception Tier 4)	For Profit / Commercial Entities (generating income from use of fields)
Soccer / Football Field	Contract No Fee Maintenance	\$10 per hour	\$20 per hour	\$40 per hour
Beverly Way Softball Field	Contract No Fee Maintenance	\$10 per hour	\$20 per hour	\$40 per hour
Bert Willis Softball Field	Contract No Fee Maintenance	\$10 per hour	\$20 per hour	\$40 per hour
Jumping Brook Field	Contract No Fee Maintenance	\$20 per hour	\$40 per hour	\$80 per hour
Field Lights (in addition to field reserve fee)	\$25 / hour per field	\$25 / hour per field	\$25 / hour per field	\$25 / hour per field
Field Lining (in addition to field reserve fee)	N/A	\$25 / field	\$25 / field	\$25 / field

RESOLUTION #19-249 – 6/24/19

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

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

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

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

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

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

Personnel – Recommendations for police officer hirings

Real Estate negotiation – Donation of land locked parcel to the Township

Personnel – Settlement Agreement involving personnel matter

Personnel – Recommendation for hiring CSR in Code/Construction and Administrative Assistant to the C.F.O.

Contract negotiations – Appointment of Health Insurance Broker/Consultant

Contract negotiations – BAW, LLC Redevelopment Agreement

Contract negotiations – OGNED Redevelopment Agreement

Personnel/Legal Opinion – Revisions to personnel ordinance and handbook

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

4. This Resolution shall take effect immediately.

TOWNSHIP COMMITTEE MEETING – JUNE 24, 2019 – 7:00 P.M.

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

ROLL CALL

PRESENT/ABSENT

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

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

Silent Prayer and Flag Salute

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

Mayor Rizzo announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 3, 2019 posting the notice on the Board in the Municipal Complex, and filing a copy of said notice with the Municipal Clerk. In addition, the meeting agenda, resolutions and ordinances are posted online at www.neptunetownship.org.

APPROVAL OF MINUTES – Motion offered by _____, seconded by _____, to approve the minutes of the meeting held on May 23rd.

Motion offered by _____, seconded by _____, to approve the minutes of the meeting held on June 10th.

RESOLUTION TO EMPLOY POLICE OFFICERS

- The candidates who are recommended for employment will be introduced.

- Public comments regarding Resolution #19-250 only. The public will be permitted one visit to the microphone with a limit of five minutes.

Res. # 19-250 – Authorize employment of three police officers.

Offered by: _____ Seconded by: _____

Vote: Brantley, _____; Lane, _____; McMillan, _____; Williams, _____; Rizzo, _____.

- Oaths administered by Mayor Rizzo

COMMENTS FROM THE DAIS - Comments from the Dais regarding business on this agenda or any reports on recent events in their respective departments.

REPORT OF THE BUSINESS ADMINISTRATOR – The Business Administrator will report on capital projects and matters of general interest.

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

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

ORDINANCE NO. 19-16 – An ordinance to amend Volume I, Chapter VII of the Code of the Township of Neptune by adding a resident only handicapped parking zone on Asbury Avenue – Final Reading

Explanatory Statement: This ordinance authorizes a resident only handicapped parking zone on Asbury Avenue to the rear of 60 Lake Avenue

Public Hearing:

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

ORDINANCE NO. 19-17 – An ordinance to amend Volume I, Chapter V, Section 5-2 of the Code of the Township of Neptune entitled "Appointment of Pound Master or Animal Control Contractor; Impounding Dogs. – Final Reading

Explanatory Statement: This ordinance amends the Animal Control ordinance to comply with the new Animal Cruelty Enforcement Law which requires the municipal designation of a Municipal Humane Law Enforcement Officer.

Public Hearing:

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

ORDINANCE NO. 19-18 – An ordinance to amend Volume I, Chapter VII of the Code of the Township of Neptune by removing resident handicapped parking zones on Mt. Tabor Way, Seaview Avenue, Mt. Carmel Way and Atlantic Avenue – First Reading

Explanatory Statement: This ordinance authorizes the removal of existing resident only handicapped parking zones in front of 68 Mt. Tabor Way, 19 Seaview Avenue, 100 Mt. Carmel Way, and 19 Atlantic Avenue.

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

The Public Hearing on Ordinance No. 19-18 will be held on Monday, July 22, 2019.

CONSENT AGENDA

Res. #19-251 – Authorize temporary street closing in connection with National Night Out.

Res. #19-252 – Employ temporary seasonal personnel for the Neptune Summer Recreation Program.

Res. #19-253 – Accept the resignation of Brian Galatis as a Driver in the Department of Public Works.

Res. #19-254 – Authorize an amendment to the 2019 Municipal Budget to realize monies from the Municipal Court Alcohol Education, Rehabilitation and Enforcement Program.

Res. #19-255 – Employ temporary seasonal Recreation Attendant for the Neptune Summer Recreation Program.

Res. #19-256 – Authorize the Mayor and Clerk to execute a Project Agreement with Monmouth County for performance and delivery Fiscal Year 2019 Community Development Projects.

Res. #19-257 – Authorize the Mayor and Clerk to sign a certificate prohibiting the use of excessive force and certificate prohibiting the use of federal funds for lobbying.

Res. #19-258 – Acknowledge receipt of Court Order for Forfeiture of Public Office pertaining to Sergeant Matthew Webb.

Res. #19-259 – Accept the resignation of Travis Kennedy as a Driver in the Department of Public Works.

Res. #19-260 – Amend temporary no parking and street closures in connection with events celebrating the 150th anniversary of Ocean Grove and rescind Resolution #19-149.

Res. #19-261 – Renew liquor license held by East Coast Cookery, LLC.

Res. #19-262 – Authorize an amendment to the 2019 Municipal Budget to realize monies from the New Jersey Department of Community Affairs – State Local Cooperative Housing Inspection Program.

Res. #19-263 – Approve the engineering design and construction of the skateboard park facility.

Res. #19-264 – Place lien on various properties.

Res. #19-265 – Authorize Motion for Enforcement in the matter of Township of Neptune v. Evelyn Stumpf, John Wherle and Stumpy's Sales and Service, Inc., et als.

CONSENT AGENDA Offered by: _____ Seconded by: _____
Vote: Brantley, _____; Lane, _____; McMillan, _____; Williams, _____; Rizzo, _____.

Res. #19-266 – Appoint Health Benefits Program Broker/Consultant.

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

Res. #19-267 – Extend offer of employment for the position of Customer Service Representative in the Code/Construction Department.

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

Res. #19-268 – Extend offer of employment for the position of Administrative Assistant to the Chief Financial Officer.

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

Res. #19-269 – Authorize the payment of bills.

Offered by: _____ Seconded by: _____

Vote: Brantley, _____; Lane, _____; McMillan, _____; Williams, _____; Rizzo, _____.

Res. #19-270 – Authorize settlement in the matter of Eugene Stewart v. Township of Neptune, County of Monmouth and State of New Jersey.

Offered by: _____ Seconded by: _____

Vote: Brantley, _____; Lane, _____; McMillan, _____; Williams, _____; Rizzo, _____.

PRIVILEGE OF THE FLOOR/PUBLIC COMMENTS

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

ADJOURNMENT

ORDINANCE NO. 19-16

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

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

SECTION 1

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

<u>Name of Street</u>	<u>No. of Spaces</u>	<u>Location</u>
Asbury Avenue	1	North side of Asbury Avenue beginning 150 feet west of the northwest intersection of Asbury Avenue and Pilgrim Pathway (valid through November 30, 2019)

SECTION 2

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

APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

Richard J. Cuttrell,
Municipal Clerk

Carol Rizzo,
Mayor

ORDINANCE NO. 19-17

AN ORDINANCE TO AMEND VOLUME I, CHAPTER V, SECTION 5-2 OF THE CODE OF THE TOWNSHIP OF NEPTUNE, ENTITLED "APPOINTMENT OF POUND MASTER OR ANIMAL CONTROL CONTRACTOR; IMPOUNDING DOGS"

BE IT ORDAINED by the Township Committee of the Township of Neptune of the County of Monmouth in the State of New Jersey that the general ordinances of the Neptune Township, and in particular, Chapter V, entitled, "Animal Control" Section 5-2, entitled, "Appointment of Pound Master or Animal Control Contractor; Impounding Dogs" shall be amended as follows:

§5-2 Title change. Designation of Municipal Humane Law Enforcement Officer and Enforcement of all Animal Welfare and Cruelty Laws.

§5-2.1 Designation of Municipal Humane Law Enforcement Officer.

The Township Committee shall submit a least one application for designation as the Municipal Humane Law Enforcement Officer pursuant to N.J.S.A. 4:22-14.2, who shall be responsible for animal welfare within the jurisdiction of the Township of Neptune and who shall enforce and abide by the provisions of Chapter 22 of Title 4 of the Revised Statutes, and shall be authorized to investigate and sign complaints, arrest violators and otherwise act as an officer for detection, apprehension and arrest of offenders against the animal welfare and animal cruelty laws of the State and Ordinances of Neptune Township.

- a. The Township Committee may designate a Police Officer who may serve concurrently as the Municipal Humane Law Enforcement Officer, as long as the Police Officer is able to effectively carry out the duties and responsibilities required for each position held, and is qualified as the Municipal Humane Law Enforcement Officer as set for the by State Statute. The Township Committee in using a full-time Municipal Police Officer as a Municipal Humane Law Enforcement Officer may authorize the Police Officer to possess, carry and use a firearm while enforcing the laws and Ordinances enacted for the protection of animals, if the Police Officer satisfies all of the conditions of N.J.S.A. 4:22-14.1 and 4:22-14.2.

§5-2.2 Impoundment of Dogs.

- a. The Municipal Humane Law Enforcement Officer or Animal Control Officer or contractor may take into custody and impound or cause to be taken into custody and impounded and thereafter destroyed or disposed of as provided in this subsection:
 1. Any dog for which the officer has reasonable cause to believe has attacked a person and caused death or serious bodily injury as defined by N.J.S.A 2C:11-1(b);

2. Any dog causing bodily injury as defined by N.J.S.A. 2C:11-1(a) to a person enduring an unprovoked attack and possesses a serious threat of harm to persons or domestic animals;
 3. Any dog engaged in dog fighting activities as described in N.J.S.A. 4:22-24 and N.J.S.A. 4:22-26;
 4. Any dog that has been trained, tormented, badgered, abated or encouraged to engage in unprovoked attacks upon persons or domestic animals;
 5. Any dog off the premises of the owner or the person keeping or harboring the dog which the official or his or her agents have reason to believe is a stray dog;
 6. Any dog off the premises of the owner or the person keeping or harboring the dog without a current registration on his or her collar; and
 7. Any female dog in season off the premises of the owner or the person keeping or harboring the dog.
- b. If any dog so seized wears a collar or harness having inscribed therein or attached thereto the name and address of any person or registration tag or the owner or the person keeping or harboring the dog is known whose address is given on the collar or of the owner or the person or is keeping or harboring the dog, if known, a notice in writing stating that the dog has been seized and will be liable to be disposed of or destroyed if not claimed within seven days after the service of notice.
- c. A notice under this subsection may be served either by delivering it to the person to whom it is to be served or by leaving it at the person's usual or last know place of abode, or at the address given on the collar or by forwarding it by mail addressed to that person at his or her usual or last known place of abode, or to the address given on the collar.

§5-2.3 Authority to Seize for Impounding.

Any officer or agent authorized or empowered to perform any duty under the chapters hereby authorized to go upon any premises to seize for impounding any dog or dogs which he or she may lawfully seize and impound when the officer is in immediate pursuit of the dog or dogs, except upon the premises of the owner of the dog if the owner is present and forbids the same.

§5-2.4 Interference with Authorized Personnel.

No person shall hinder, molest or interfere with anyone authorized with the power to perform any duty under this Chapter.

§5-2.5 Enforcement and Penalties.

All enforcement action with regard to this Section 5-2 for violations of said Section brought by the Municipal Humane Law Enforcement Officer shall be in the Municipal Court of Neptune Township and all fines, penalties and monies collected shall be paid to the municipality in which the violation occurred pursuant to N.J.S.A. 4:22-55. Fines and penalties shall be in the amount to the extent allowed by Statute.

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

BE IT FURTHER ORDAINED, that 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

Carol Rizzo,
Mayor

ORDINANCE NO. 19-18

AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY REMOVING RESIDENT HANDICAPPED PARKING ZONES ON MT. TABOR WAY, SEAVIEW AVENUE, MT. CARMEL WAY AND ATLANTIC AVENUE

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

SECTION 1

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

<u>Name of Street</u>	<u>No. of Spaces</u>	<u>Location</u>
Mt. Tabor Way	1	South side of Mt. Tabor Way beginning 125 feet west of the southwest intersection of Mt. Tabor Way and Pilgrim Pathway
Seaview Avenue	1	North side of Seaview Avenue beginning 104 feet west of the northwest intersection of Seaview Avenue and Beach Avenue
Mt. Carmel Way	1	South side of Mt. Carmel Way beginning 42 feet east of the southeast intersection of Mt. Carmel Way and New Jersey Avenue
Atlantic Avenue	1	North side of Atlantic Avenue beginning 43 feet west of the northwest intersection of Atlantic Avenue and Beach Avenue

SECTION 2

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

APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

Richard J. Cuttrell,
Municipal Clerk

Carol Rizzo,
Mayor

RESOLUTION #19-250 – 6/24/19

AUTHORIZE EMPLOYMENT OF THREE POLICE OFFICERS
ON A PROBATIONARY BASIS

WHEREAS, due to retirements and resignations, there are vacancies in the position of Police Officer; and,

WHEREAS, candidates were interviewed by the Police Department Command Staff; and,

WHEREAS, the Chief of Police has made his recommendations and the Police Committee has approved said recommendations; and,

WHEREAS, funds for this purpose are available in the 2019 municipal budget in the appropriation entitled Police S&W and the Chief Financial Officer has so certified in writing,

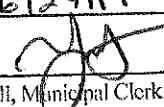
THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the following individuals be and are hereby employed as probationary Police Officers in the Police Department, pending favorable results of physical and psychological examinations, at an annual base salary of \$40,000.00, and to perform such other duties as prescribed by the Chief of Police effective July 1, 2019:

Morgan Holland
Brad Dougherty
Richard P. Cuttrell

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Chief of Police, Chief Financial Officer, Assistant C.F.O, Human Resources Director, and P.B.A. Local #74.

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON 6/24/19


Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-251 - 6/24/19

AUTHORIZE TEMPORARY STREET CLOSING
IN CONNECTION WITH NATIONAL NIGHT OUT

WHEREAS, the National Night Out event will be held on Tuesday, August 6, 2019; and,

WHEREAS, the Police Department has recommended the temporary closure of a portion of Atkins Avenue for the safety of the participants; and,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Atkins Avenue between Heck Avenue and Highway 33 shall be closed to vehicular traffic and designated as no parking on Tuesday, August 6, 2019 between the hours of 2:00 p.m. to 9:00 p.m.; and,

BE IT FURTHER RESOLVED, that the Department of Public Works is hereby requested to supply the necessary barricades to close said street; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to the Chief of Police, Lt. Zarro, Director of Public Works, and District #1 Fire Official.

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON JUNE 24, 2019**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-252 - 6/24/19

EMPLOY TEMPORARY SEASONAL PERSONNEL FOR
THE NEPTUNE SUMMER RECREATION PROGRAM

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

WHEREAS, on May 23, 2019, the Township Committee adopted Resolution #19-223 which authorized the hiring of temporary seasonal personnel for the Program; and,

WHEREAS, the Recreation Director recommends additional hirings from the qualified applicants that were interviewed; and,

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

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the following persons be and are hereby employed in the Neptune Summer Recreation Program from June 27, 2019 through August 12, 2019, for the number of hours and days as specified herein, pending favorable results of the required background check and with the understanding that staffing levels will be based on final enrollment and this resolution does not guarantee either employment or number of hours; and,

Role Model \$10.00/hour 6.5 hours/day 30 days
Talya Terrell

Substitute Role Model \$10.00/hour 6.5 hours/day 30 days
Jaiden Rosal

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

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON JUNE 24, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-253 - 6/24/19

ACCEPT THE RESIGNATION OF BRIAN GALATIS AS A
DRIVER IN THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Human Resources Director has received a letter from Brian Galatis resigning as a Driver in the Department of Public Works effective June 25, 2019,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of Brian Galatis as a Driver in the Department of Public Works is hereby accepted effective June 25, 2019; and,

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

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON JUNE 24, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-254 - 6/24/19

AUTHORIZE AN AMENDMENT TO THE 2019 MUNICIPAL BUDGET TO REALIZE
MONIES FROM THE MUNICIPAL COURT ALCOHOL EDUCATION,
REHABILITATION AND ENFORCEMENT PROGRAM

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget for the year 2019 in the sum of \$7,957.09 which is now available from the Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund in the amount of \$7,957.09; and,

BE IT FURTHER RESOLVED that the like sum of \$7,957.09 is hereby appropriated under the caption of Alcohol Education, Rehabilitation and Enforcement Fund; and,

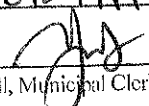
BE IT FURTHER RESOLVED, that the above is the result of funds from the New Jersey Courts Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund in the amount of \$7,957.09; and,

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

Vote:

Brantley: aye
Lane: aye
McMillan: aye
Williams: aye
Rizzo: aye

CERTIFICATION
I HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON 6/24/19


Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-255 - 6/24/19

EMPLOY TEMPORARY SEASONAL RECREATION ATTENDANT FOR
THE NEPTUNE SUMMER RECREATION PROGRAM

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

WHEREAS, due to a leave of absence of a full-time Recreation Department staff member, there is a need for a temporary seasonal Recreation Attendant to assist with various Program logistics; and,

WHEREAS, the Human Resources Director and Recreation Director have reviewed applications and have made a recommendation; and,

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

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Chanel Ellison be and is hereby employed as a temporary seasonal Recreation Attendant in the Recreation Department from June 26, 2019 through August 9, 2019, for 30 hours per week at a rate of \$15.00 per hour; and,

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

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON JUNE 24, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-256 - 6/24/19

AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A PROJECT AGREEMENT WITH MONMOUTH COUNTY FOR PERFORMANCE AND DELIVERY OF FISCAL YEAR 2019 COMMUNITY DEVELOPMENT PROJECTS

WHEREAS, certain Federal funds are potentially available to Monmouth County under the Housing and Urban-Rural Recovery Act of 1974, as amended; and,

WHEREAS, the County of Monmouth expects to receive an allocation for Fiscal Year 2019 from the United States Department of Housing and Urban Development; and,

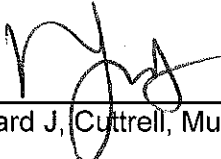
WHEREAS, the County of Monmouth has submitted its Annual Plan for Fiscal Year 2019 to the U.S Department of Housing and Urban Development, which included a project hereinafter referred to as ADA Improvements to Oxonia and Anelve Avenues with a grant allocation of \$161,419.00; and,

WHEREAS, the Township of Neptune hereby met all requirements for the release of funds to begin incurring costs for this project; and,

WHEREAS, the Township of Neptune has filed with the Monmouth County Community Development Program an acceptable timetable for completion and expenditure of grant funds, which is included as an Appendix to the Project Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Municipal Clerk of the Township of Neptune are hereby authorized to execute with the County of Monmouth the attached Project Agreement.

DATED: June 24, 2019


Richard J. Cuttrell, Municipal Clerk

Offered By: Mr. Lane
Seconded By: Mr. McMillan

Vote:
Brantley: aye
Lane: aye
McMillan: aye
Williams: aye
Rizzo: aye

CERTIFICATION
I HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON 6/24/19


Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-257 - 6/24/19

AUTHORIZE THE MAYOR TO SIGN A CERTIFICATE PROHIBITING THE USE
OF EXCESSIVE FORCE AND A CERTIFICATION PROHIBITING
THE USE OF FEDERAL FUNDS FOR LOBBYING

WHEREAS, certain Federal funds are potentially available to Monmouth County through the Housing and Community Development Act of 1974, as amended; and,

WHEREAS, the United States Department of Housing and Urban Development has allocated funding to the County of Monmouth for Fiscal Year 2019; and,

WHEREAS, the County is making some of these funds available to certain participating municipalities and non-profit agencies; and,

WHEREAS, it is required that the Township of Neptune execute a Project Agreement with Monmouth County to undertake a project known as ADA Improvements on Oxonia and Anelve Avenues; and,

WHEREAS, the U.S. Department of Housing and Urban Development is requiring that the Mayor of the Township of Neptune sign additional certifications in order to receive these funds; and,

WHEREAS, the Township of Neptune has adopted a policy prohibiting the use of excessive force by its law enforcement agency (police force) within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and,

WHEREAS, a copy of that policy is attached to and made a part of this resolution; and,

NOW, THEREFORE, BE IT RESOLVED, that the Township of Neptune has met the conditions of receiving a Fiscal Year 2019 allocation by adopting a policy prohibiting the use of excessive force and by not using federal funds for lobbying or by disclosing that funds have been used for lobbying; and,

BE IT FURTHER RESOLVED, that the Mayor of the Township of Neptune is hereby authorized to sign the attached certifications which will become a part of the Fiscal Year 2019 Project Agreement.

DATED: June 24, 2019



Richard J. Cuttrell, Municipal Clerk

Offered By: Mr. Lane
Seconded By: Mr. McMillan

Vote:
Brantley: aye
Lane: aye
McMillan: aye
Williams: aye
Rizzo: aye

CERTIFICATION
I HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON 6/24/19



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-258 - 6/24/19


ACKNOWLEDGE RECEIPT OF COURT ORDER FOR FORFEITURE OF PUBLIC OFFICE
PERTAINING TO SERGEANT MATTHEW WEBB

WHEREAS, the Township has received an Order for Forfeiture of Public Office, dated June 13, 2019, which indicates that Sergeant Matthew Webb has permanently forfeited his position as a police officer with the Neptune Township Police Department,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby acknowledges receipt of an Order for Forfeiture of Public Office dated June 13, 2019 and hereby declares that the employment of Sergeant Matthew Webb as a Police Officer in the Neptune Township Police Department has ceased effective June 13, 2019; and,

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

CERTIFICATION
I HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON 6/24/19


Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-259 - 6/24/19

ACCEPT THE RESIGNATION OF TRAVIS KENNEDY AS A
DRIVER IN THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Human Resources Director has received a letter from Travis Kennedy resigning as a Driver in the Department of Public Works effective June 28, 2019,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of Travis Kennedy as a Driver in the Department of Public Works is hereby accepted effective June 28, 2019; and,

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

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON JUNE 24, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-260 - 6/24/19

AMEND TEMPORARY NO PARKING AND STREET CLOSURES IN
CONNECTION WITH EVENTS CELEBRATING THE 150TH ANNIVERSARY
OF OCEAN GROVE AND RESCIND RESOLUTION #19-149

WHEREAS, the Ocean Grove Camp Meeting Association has several events scheduled this Summer in celebration of the 150th anniversary of the founding of Ocean Grove that will require temporary no parking restrictions and street closures for pedestrian safety; and,

WHEREAS, on March 25, 2019, the Township Committee adopted Resolution #19-149 which authorized several street closures; and,

WHEREAS, it has since been determined that some of the approved street closures are not needed; and,

WHEREAS, the Police Department has reviewed and approved this action,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes the temporary closure and posting of temporary no parking on the following street at the times indicated:

July 6, 2019 – 8:00 a.m. to 11:00 p.m.
Pilgrim Pathway between Bath Avenue and McClintock Street

August 10, 2019 – 8:00 a.m. to 11:00 p.m.
Pilgrim Pathway between Bath Avenue and McClintock Street

BE IT FURTHER RESOLVED, that Resolution #19-149 be and is hereby rescinded in its entirety; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Chief of Police, Lt. Zarro, Director of Public Works, Fire Inspector, and Ocean Grove Camp Meeting Association.

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON JUNE 24, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-261 - 6/24/19

RENEW LIQUOR LICENSE HELD BY EAST COAST COOKERY, LLC

WHEREAS, East Coast Cookery, LLC is the holder of a retail consumption liquor license that is inactive; and,

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

WHEREAS, the Division of A.B.C. has issued a special ruling, dated September 13, 2018, to authorize the Township of Neptune to consider the application for liquor license renewal filed by East Coast Cookery, LLC, the holder of an inactive license #1334-33-012-015 for the 2019-2020 licensing year; and,

WHEREAS, East Coast Cookery, LLC has applied for renewal of said license for the 2019-2020 license year to continue in in-pocket status,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Liquor License #1334-33-012-015 issued to East Coast Cookery, LLC be and is hereby renewed for the 2019-2020 licensing year; and,

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

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON JUNE 24, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-262 - 6/24/19

AUTHORIZE AN AMENDMENT TO THE 2019 MUNICIPAL BUDGET TO REALIZE MONIES FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS – STATE LOCAL COOPERATIVE HOUSING INSPECTION PROGRAM

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby requests the Director of the Division of Local Government Services to approve the addition of an item of revenue in the budget for the year 2019 in the sum of \$6,300.00 which is now available from the NJDCA State Local Cooperative Housing Inspection Program in the amount of \$6,300.00; and,

BE IT FURTHER RESOLVED that the like sum of \$6,300.00 is hereby appropriated under the caption of SCHLIP Program (Code Enforcement); and,

BE IF FURTHER RESOLVED, that the above is the result of funds from the New Jersey Department of Community Affairs State Local Cooperative Housing Inspection Program in the amount of \$6,300.00; and,


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

Vote:

Brantley: aye
Lane: aye
McMillan: aye
Williams: aye
Rizzo: aye

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE ON 6/24/19


Richard J. Cattrell, Municipal Clerk

RESOLUTION #19-263 - 6/24/19

APPROVE THE ENGINEERING DESIGN AND CONSTRUCTION
OF SKATEBOARD PARK FACILITY

WHEREAS, the Township of Neptune has explored the idea of creating a skateboard park on public property for use by those individuals engaged in the popular sport of skateboarding; and,

WHEREAS, Spohn Ranch, Inc. has prepared a design of a proposed skateboard park facility located at Sunshine Village Fields; and,

WHEREAS, the Township Engineer and Township Administrator have reviewed this design and, after considering same and discussing it with Township staff, has approved of the design and recommended that it be approved by the Township Committee; and,

WHEREAS, the Township Committee has thoroughly examined the design, location and layout of the skateboard park as prepared by Spohn Ranch, Inc. in its design dated June 12, 2019; and,

WHEREAS, the Township Committee believes that it is in the best interests of the residents of and guests to the Township of Neptune who engage in the sport of skateboarding to approve said design, location and layout in order to move forward with the construction of the proposed skateboard park facility at Sunshine Village Fields,

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

1. The Township Committee approves the plan and design of the Neptune Township skateboard park facility prepared by Spohn Ranch, Inc. in its design plan dated June 12, 2019.
2. The Township Committee has reviewed and approved all aspects of the design, including, but not limited to:
 - a. the proposed location of the facility in Sunshine Village Fields near Sunshine Parkway
 - b. the preparation of the location for the skateboard park facility
 - c. the layout of all component parts that will make up the skateboard park facility; the proposed means and methods of assembly of the component parts and all related aspects of construction of the skateboard park facility
 - d. the specific design of the individual components and how they relate to each other as a whole
 - e. the means of security surrounding the components and the skateboard park facility as a whole, including the fencing proposed
 - f. the location, design and construction of the adjacent area for use by spectators and those skateboarders seeking to rest from participation in the skateboarding activity
 - g. all other design specifications and details as set forth and as reflected in a drawing prepared by Spohn Ranch entitled: "Construction Plan Set Prepared for Sunshine Village Park Skate Park"

3. Signs shall be posted at the skateboard park facility in such locations as to reasonably advise the public that use of the skateboard park facility requires the wearing of all appropriate safety equipment, including, but not limited to, helmets, elbow and knee pads.

4. Said signs shall also contain a provision advising the general public and all those individuals seeking to use the skateboard park facility that the skateboard park facility is not supervised by Township employees, and that use of the skateboard park facility shall be at the participant's sole and exclusive risk.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Garden State Insurance Fund, Township Engineer, Township Attorney, Recreation Director and Public Works Director.

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON JUNE 24, 2019



Richard J. Cuttrell, Municipal Clerk

4

RESOLUTION #19-264 - 6/24/19

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>
4912/4	400 Overlook Drive	415.00
415/30	604 Ridge Avenue	1,682.00
503/26	1223 Embury Avenue	477.50
810/3	1806 Olden Avenue	477.50

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

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON JUNE 24, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-265 – 6/24/19

AUTHORIZE MOTION FOR ENFORCEMENT IN THE MATTER OF TOWNSHIP OF NEPTUNE V. EVELYN STUMPF, JOHN WHERLE AND STUMPY'S SALES AND SERVICE, INC., ET ALS.

WHEREAS, the governing body of the Township of Neptune previously authorized legal action by Neptune Township through its Municipal Attorney, Gene J. Anthony, Esq., against Evelyn Stumpf, John Wherle and Stumpy's Sales and Service, Inc., with regard to zoning violations, and as a result a lawsuit was filed by Neptune Township in the Superior Court of New Jersey, Chancery Division, Monmouth County on July 22, 2016, under Docket No. C-125-16, addressing issues of Nonconforming Structures and Nonconforming Uses; and

WHEREAS, Defendants filed Third Party Complaints against Neptune Township employee, George Waterman and Monroe and Susan Boyce, Mac's Bait and Tackle and Mac's Shark River Tackle, and filed a Counterclaim against Neptune Township; and

WHEREAS, the parties reached an amicable settlement by Release and Stipulation of Settlement and Dismissal with Prejudice addressing all claims by all parties without further litigation, which was approved by the Township Committee of Neptune by Resolution on October 4, 2018; which provided that all the claims against the Township and individual employees of the Township were dismissed, but limitations were place on Nonconforming Uses and Nonconforming Structures, and the requirement for the Defendants to file an Application before an appropriate Board of the Township to address traffic circulation and ingress and egress on the subject site within 90 days of the Stipulation of Settlement; and

WHEREAS, the Defendants have failed to file an appropriate Application before the appropriate Township Board within the time period prescribed by the Stipulation of Settlement; despite numerous letters by the Township Attorney to the attorney for the Defendants requesting action; however, no response has been made by the Defendants nor their attorney concerning final implementation of the Stipulation of Settlement aforesaid; and

WHEREAS, enforcement of the Stipulation of Settlement, approved on October 4, 2018, would be in the best interest of the citizens of Neptune Township, since the issues of traffic circulation and ingress and egress onto the subject site, known as Stumpy's Sales and Service is essential to the safety of all parties using the aforesaid site, as well as those on Route 35 passing the site.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, that the governing body hereby authorizes the Township Attorney, Gene J. Anthony, Esq., with offices at 48 South Street, Eatontown, New Jersey, to commence a legal action in the Superior Court of New Jersey, for a Motion for Enforcement, seeking enforcement of the Stipulation of Settlement with regard to all aspects now in violation by the Defendants; and,

BE IT FURTHER RESOLVED, that the Township Committee authorizes legal fees not to exceed \$10,000.00 without additional approval for the purpose of this litigation. Funds are available for this purpose in the 2019 municipal budget in the appropriation entitled Legal O.E. and the Chief Financial Officer has so certified in writing; and,

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

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON JUNE 24, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-266 - 6/24/19

APPOINT HEALTH BENEFITS PROGRAM BROKER/CONSULTANT

WHEREAS, the Township of Neptune desires to appoint a Health Benefits Program Broker/Consultant through the fair and open bidding process pursuant to the provisions of N.J.S.A. 19:44A-1, et seq.; and,

WHEREAS, the Township accepted Requests for Proposals for said position on June 18, 2019, conducted interviews with those who submitted, and will make a selection from the proposals received; and,

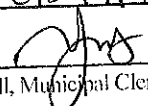
WHEREAS, funds will be provided in the 2019 municipal budget in the appropriation entitled Insurance O.E., and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes the execution of a contract to engage the services of R.D. Parisi Associates as Health Benefits Program Broker/Consultant for a term beginning on July 1, 2019 and concluding on December 31, 2020 at a monthly rate of \$4,250.00 for the entire term of the contract; and,

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

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON 6/24/19


Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-267 - 6/24/19

EXTEND OFFER OF EMPLOYMENT FOR THE POSITION OF CUSTOMER SERVICE REPRESENTATIVE IN THE CODE/CONSTRUCTION DEPARTMENT

WHEREAS, there is a vacancy in the position of Customer Service Representative in the Code/Construction Department; and,

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

WHEREAS, the Human Resources Director and Construction Official have made their recommendation; and,

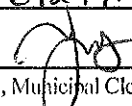
WHEREAS, funds will be provided in the 2019 Municipal Budget in the appropriation entitled Construction Official S&W and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that an offer of employment be and is hereby extended to Nicole Ruddy for the position of Customer Service Representative in the Code/Construction Department, on a probationary basis for a period of not less than 90 days and not exceeding one year, contingent upon favorable results of the required pre-employment testing, effective July 1, 2019, at an annual salary of \$27,300.00; and,

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

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE ON 6/24/19


Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-268 - 6/24/19

EXTEND OFFER OF EMPLOYMENT FOR THE POSITION OF
ADMINISTRATIVE ASSISTANT TO THE CHIEF FINANCIAL OFFICER

WHEREAS, there is a vacancy in the position of Administrative Assistant to the Chief Financial Officer in the Finance Department; and,

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

WHEREAS, the Human Resources Director and Chief Financial Officer have made their recommendation; and,

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

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that an offer of employment be and is hereby extended to Alexis Perez for the position of Administrative Assistant to the Chief Financial Officer in the Finance Department, on a probationary basis for a period of not less than 90 days and not exceeding one year, contingent upon favorable results of the required pre-employment testing, effective July 1, 2019, at an annual salary of \$43,000.00; and,

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

CERTIFICATION

HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON 6/24/19


Richard J. Cattrell, Municipal Clerk

RESOLUTION #19-269 – 6/24/19

AUTHORIZE THE PAYMENT OF BILLS

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

CURRENT FUND	5,805,970.51
GRANT FUND	69,588.64
TRUST FUND	55,538.21
GENERAL CAPITAL FUND	3,358.00
SEWER OPERATING FUND	96,901.52
SEWER CAPITAL FUND	349,697.55
MARINA OPERATING FUND	12,161.91
LIBRARY TRUST	1,293.46
BILL LIST TOTAL	\$6,394,509.80

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

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON JUNE 24, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-270 – 6/24/19

AUTHORIZE SETTLEMENT IN THE MATTER OF EUGENE STEWART V. TOWNSHIP OF NEPTUNE, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY

WHEREAS, Plaintiff, Eugene Stewart (hereinafter referred to as "Stewart") has been employed by the Neptune Township Police Department and currently holds the rank of Lieutenant, and was subject to a Disciplinary Hearing conducted regarding Stewart's actions as they pertained to the custody death of Katie Lee Thomas, and a Disciplinary Hearing concerning an unexecuted Arrest Warrant, the former of which resulted in a proposal by the Hearing Officer of a 90 day suspension, and the latter of which resulted in a recommendation by the Hearing Officer of an unpaid suspension of 10 days; and

WHEREAS, Stewart objected to the aforesaid proposed suspensions; resulting in negotiations by Special Counsel, Michael Burns, with the recommendation of a settlement with the Settlement Agreement attached hereto and made a part hereof as Exhibit A; and

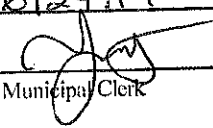
WHEREAS, Special Counsel has advised the Township Committee, and the Township Committee has reviewed the attached Stipulation of Settlement, and believes it is in the best interest of the Township of Neptune to receive the said Stipulation of Settlement.

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, that the governing body hereby authorizes a settlement of the case with Eugene Stewart with regard to suspension per the Disciplinary Hearings as set forth more fully in the attached Exhibit A; and,

BE IT FURTHER RESOLVED, that this settlement authorization is made without prejudice with regard to any changes or actions taken by the Defendant prior to execution of the Settlement Agreement; and,

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

CERTIFICATION
I HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON 6/24/19


Richard J. Cuttrell, Municipal Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made by and between the Township of Neptune (hereinafter "The Township") and Eugene Stewart (hereinafter "Stewart") and/or collectively "The Parties."

BACKGROUND

WHEREAS, Stewart has been employed by the Neptune Township Police Department and currently holds the rank of Lieutenant; and

WHEREAS, a disciplinary hearing was conducted regarding Stewart's actions as they pertained to the in-custody death of Katie Lee Thomas for which an unpaid suspension period of ninety (90) day was proposed,

WHEREAS, on August 1, 2018, the Hearing Officer issued his Decision in which he concluded that the proposed ninety (90) day suspension is warranted,

WHEREAS, a disciplinary hearing was conducted regarding an unexecuted arrest warrant for which an unpaid suspension period of ten (10) days was proposed for which no decision has yet been rendered,

WHEREAS, as The Parties reached a resolution that would conclude both aforementioned disciplinary matters, which has been agreed to by The Parties, taking into consideration Stewart's prior disciplinary record in conjunction with the new infractions for which discipline has yet to be imposed,

WHEREAS, as an alternative to the imposition of discipline for each individual matter, the parties reached a global resolution encompassing both aforementioned matters; and

WHEREAS, The Township will impose a thirty (30) day suspension period as discipline for the matter involving the in-custody death of Katie Lee Thomas; and

WHEREAS, The Township will deduct sixty (60) days from Stewart's accrued Paid Time Off (PTO) bank in lieu of an additional sixty (60) day suspension for the in-custody death matter. The sixty (60) days are to be counted as 12 hour days, as per the Pittman Schedule implemented by the Township January 1, 2019; and

WHEREAS, The Township will impose a ten (10) day suspension period as discipline for the unexecuted warrant matter. This suspension period will run concurrent to the aforementioned thirty (30) day suspension.

NOW, THEREFORE, the Parties agree to the following:

RELEASE OF EXISTING OR POTENTIAL DISPUTES

Stewart agrees that the consideration set forth above is adequate and valuable in exchange for his promises herein. Stewart furthermore acknowledges and expressly agrees that the Township shall never be required to make any further payment or provide any benefit to him or any other person or entity regarding any claim, right or status he may have arising on or before the Effective Date of this Agreement. Stewart expressly warrants and represents that: (1) he has not assigned any interest in any claim or potential claim released by this Agreement and Release (2) he has not filed or caused to be filed or has otherwise participated in any claims, suits, charges, or other proceedings regardless of forum against the Township, and (3) he fully indemnifies and holds the Township harmless from any such claims or damages, including attorney's fees, fines, costs,

liquidated or punitive damages, asserted or awarded against the Township where such claim was assigned by him or was otherwise based on his hiring or employment with the Township.

Stewart acknowledges and understands that the Paid Time Off bank in question refers only to the vacation days, personal days and compensatory time he has accumulated. He and the Township both understand that when broken down on an hourly basis, Stewart may not have sufficient time banked at the execution of this agreement to completely satisfy the 60-day reduction from his PTO bank. In the event that there are hours still owed against the 60-day reduction, and in consideration of the waivers and conditions as set forth herein, the Township has agreed to permit the use of accumulated sick time to be applied against the balance of time owed, which will be charged at two hours for every one hour required as this reflects the retirement rate for compensation of accumulated sick leave. Both the Township and Stewart acknowledge this is an extra-ordinary measure and that it is not the common practice of the Township, nor shall it be the practice of the Township moving forward.

Stewart acknowledges that he has not been provided any legal or other advice by the Township, or anyone on behalf of the Township including but not limited to legal counsel or advice regarding the tax or withholding consequences of this Agreement, or the consideration he may receive hereunder, pursuant to any federal, state or local tax or withholding laws or regulations. Stewart also agrees to make no individual or class claims against the Township for payment of any taxes, including costs, attorney's fees or applicable interest or penalties.

In exchange for the benefits described above, Stewart, for full consideration as recited above, forever waives, releases, discharges and gives up any claim, demand, cause of action or damage that he, his spouse, family members, heirs, executors, administrators, successors and/or assigns may have against the Township, its employees, its managers, its elected officials, and its

appointed officials, as well as all of their employee benefits plans and the trustees, fiduciaries, administrators and parties-in-interest of those plans, and any of the present or past employees, managers, elected officials, appointed officials, officers, directors, administrators, shareholders, agents, attorneys, insurance carriers and contractors of each of the foregoing person(s) or entity/entities along with the predecessors, successors, and assigns of each of them and including their families, estates, and executors based upon his recruitment, hiring, or employment, including but not limited to: any waivable claims for salary, bonuses, commissions, severance pay, vacation pay or any benefits under the Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., ("FLSA"), the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. 1001, et seq. ("ERISA"), the Consolidated Omnibus Budget Reconciliation Act, 29 U.S.C. §§ 1161 et seq. ("COBRA"), the New Jersey Discrimination in Wages Law, N.J.S.A. 34:11-56.1, et seq.; the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq.; the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq., the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq., any waivable claims of harassment, discrimination or retaliation based upon, inter alia, race, color, ethnicity, national origin, sexual orientation, ancestry, religion, marital status, age, sex, gender, citizenship status, handicap, medical condition or disability under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000(e), et seq. ("Title VII"), the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, 29 U.S.C.S. § 621 et seq., the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq. ("ADA"), the Sarbanes-Oxley Act of 2001, 15 U.S.C. §§ 7201, et seq., the Civil Rights Act of 1991, 42 U.S.C. §§ 1981, 1983, 1985, 1986 and 1988, or any other federal, state, or local law prohibiting discrimination, harassment or retaliation in employment, including but not limited to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12, et seq. ("NJLAD"); any claims of breach of implied or express contract, breach of

promise, misrepresentation, negligence, fraud, estoppel, defamation, intentional or negligent infliction of emotional distress, violation of public policy, wrongful or constructive discharge, or any other tort or claim, including but not limited to claims arising under the New Jersey Temporary Disability Benefits Law, N.J.S.A. 43:21-25, et seq., including as amended by the New Jersey Paid Family Leave Act; the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq., the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq.; the New Jersey Millville Dallas Airmotive Plant Job Loss Notification Act, N.J.S.A. 34:21-2, et seq. and the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq., and any and all other claims for costs, fees or other expenses, specifically including but not limited to attorney's fees, expenses and expert fees; and all claims under any other federal, state, or local law, regulation, ordinance or judicial decision, or under the United States or New Jersey Constitutions, relating to any alleged violation of public policy, wrongful, retaliatory or constructive discharge, non-payment of wages, retaliation, assault, battery, defamation, or any other statutory, common law, or employment-related claim or tort. Stewart's release expressly includes a waiver of all claims existing on or before the date he signs this Agreement and Release as well as those he may not know about, and specifically includes the unconditional waiver of the right to proceed with any discovery concerning any such claim in any future litigation or proceeding between Stewart and the Township. Stewart acknowledges and affirms that he has been fully paid any wages owed to him including any overtime wages, and also acknowledges and affirms that as of the date of his execution of this Agreement that he has been afforded all required periods of family or medical leave as well as any right to reinstatement upon conclusion of any leave taken.

Notwithstanding the release and waivers set forth above, Stewart acknowledges that this Agreement in no way waives or limits his right to take part in any investigation conducted by a

state, federal, or local government agency. Nonetheless, Stewart understands and acknowledges that by signing this Agreement and Release, he has completely waived his right to receive monetary damages or other individual relief in connection with any charge he may file with any administrative agency that relates to a claim waived under this Agreement and, if he is awarded monetary damages, hereby unconditionally assigns to the Township any right or interest he may have to receive such relief or damage.

NON-DISPARAGEMENT

The Parties agree not to publicly make or disclose any disparaging statements, orally, in writing, or otherwise about either Stewart or The Township or this agreement shall become null and void as to the rights of the violating party.

ENTIRE AGREEMENT

The Parties also warrant and agree that this Agreement constitutes the entire agreement between the Parties. The Parties understand and acknowledge that no other promise or agreements have been made to or with one another or with any other person or entity on their behalf other than those set forth herein, and that there is no written or oral understanding or agreement between Stewart and the Township or any other Party which is not specifically recited or referenced herein. In deciding to sign this Agreement, the Parties have not relied on any statement that is not specifically and expressly set forth in this Agreement. In fact, the Parties specifically acknowledge that they had the opportunity to review this Agreement with their attorney prior to executing same.

SEVERABILITY AND CONSTRUCTION OF TERMS

The Parties agree that the terms of this Agreement are severable, and that if any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision shall not be a part of this Agreement but all other terms shall remain in full force and effect at the sole option of the Township. The legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected by a determination that any provision of this Agreement is illegal, invalid or unenforceable. The parties also agree that because Stewart was given an opportunity to be represented by counsel of his own choosing at his own cost to negotiate this Agreement, the terms of this Agreement shall not be construed against the Township or the Parties in any respect as drafters of the agreement.

GOVERNING LAW

This Agreement is governed by, and shall be construed and enforced, in all respects, in accordance with the laws of the State of New Jersey, exclusive of any choice of law rules. Any dispute concerning this Agreement shall be brought in, and the parties hereby consent to the personal jurisdiction of, the Superior Court of New Jersey.

ACKNOWLEDGEMENT

Stewart acknowledges that (1) he has carefully read this Agreement; (2) he has had the opportunity to have his attorney explain the contents of the terms of this Agreement to him; (3) he fully understands what this Agreement means; (4) he is physically and emotionally competent and of sound mind to execute this Agreement; (5) he is signing this Agreement knowingly and

voluntarily, of his own free will, act and deed; and (6) he understands and acknowledges that this settlement has not been accepted by the Township until voted on by the entirety of the Township Committee and adopted by Resolution.

IN WITNESS WHEREOF, of sound mind and intending to be forever legally bound hereby, the parties have executed this Settlement Agreement, being eight (8) pages in length, and on the date(s) set forth below.

Eugene Stewart:

_____ Date: _____

EUGENE STEWART

STATE OF NEW JERSEY)
 ss.
COUNTY OF MONMOUTH)

SWORN TO and SUBSCRIBED before me by Eugene Stewart, who is personally known to me or has produced (_____) as identification.

DATED this _____ day of _____, 2019.

NOTARY PUBLIC, State of _____

Signature of Notary Public

Typed or Printed Name of Notary Public

Township of Neptune:

_____ Date: _____

Print Name: