

TOWNSHIP COMMITTEE WORKSHOP MEETING – SEPTEMBER 23, 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. Review Committee calendars.

Res. # 19-337 – Authorize an Executive Session as authorized by the Open Public Meetings Act.

Offered by: _____ Seconded by: _____

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

RESOLUTION #19-337 – 9/23/19

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 – Citizen Board vacancies

Litigation – Thioubou v. Neptune

Personnel – Recommendation for hiring of Jailor

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 – SEPTEMBER 23, 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. 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 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 September 9th.

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 the status of capital projects and on 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. 19-25 – An ordinance to amend Volume I, Chapter VII, Section 7-7.10 of the Code of the Township of Neptune by clarifying the parking restrictions for commercial vehicles on public streets – Final Reading

Explanatory Statement: This ordinance clarifies the parking allowance of one (1) commercial vehicle per household to state that the vehicle must be parked directly in front of the dwelling of the owner of the vehicle.

Public Hearing:

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

ORDINANCE NO. 19-26 – 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 Spray Avenue removing a handicapped parking zone on Franklin Avenue – Final Reading

Explanatory Statement: This ordinance authorizes a resident only handicapped parking zone on Spray Avenue adjacent to 1 Ocean Avenue and the removal of an existing handicapped parking zone in front of 138 Franklin Avenue.

Public Hearing:

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

ORDINANCE NO. 19-27 – Bond Ordinance providing for improvements to Oxonia Avenue, by and in the Township of Neptune, in the County of Monmouth, State of New Jersey; appropriating \$260,000 therefor (inclusive of a \$161,419 Community Development Block Grant) and authorizing the issuance of \$93,000 bonds or notes of the township to finance part of the cost thereof – Final Reading

Explanatory Statement: This Bond Ordinance authorizes an appropriation of \$260,000, including a \$161,419 Community Development Block Grant, for improvements to Oxonia Avenue in the Township, including, but not limited to, ADA improvements, drainage improvements, and roadway and sidewalk reconstruction, and also including, as applicable, demolition and excavation, milling, paving, resurfacing and reconstruction of the roadways, roadway painting and striping, the repairing and/or removal and installation of sidewalks, driveway aprons, curbing, retaining walls and curb ramps, guardrails, and concrete improvements, and other related improvements.

Public Hearing:

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

ORDINANCE NO. 19-28 – Bond Ordinance providing for improvements to the Township Municipal Complex, by and in the Township of Neptune, in the County of Monmouth, State of New Jersey; appropriating \$200,000 therefor and authorizing the issuance of \$190,000 bonds or notes of the Township to finance part of the cost thereof – Final Reading

Explanatory Statement: This Bond Ordinance authorizes an appropriation of \$200,000 for improvements to the Township Municipal Complex, including, but not limited to, an upgrade of the elevator, the repointing of the brick façade, the replacement of the concrete stairs, and similar façade and exterior improvements.

Public Hearing:

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

ORDINANCE NO. 19-29 – Bond Ordinance providing for various drainage improvements, by and in the Township of Neptune, in the County of Monmouth, State of New Jersey; appropriating \$150,000 therefor and authorizing the issuance of \$142,500 bonds or notes of the Township to finance part of the cost thereof – Final Reading

Explanatory Statement: This Bond Ordinance authorizes an appropriation of \$150,000 for various drainage improvement projects throughout the Township, including, but not limited to, Abbott Avenue, Pilgrim Pathway, New York Avenue, Cliffwood Avenue and Highland Avenue, such improvements to include, but not be limited to, installation of basins, manholes and drainage pipes, and roadway, sidewalk and curb restoration.

Public Hearing:

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

ORDINANCE NO. 19-30 – Bond Ordinance providing for Phase II (General) of the Public Works Facility improvement program, by and in the Township of Neptune, in the County of Monmouth, State of New Jersey; appropriating \$1,000,000 therefor and authorizing the issuance of \$950,000 bonds or notes of the Township to finance part of the cost thereof - Final Reading

Explanatory Statement: This Bond Ordinance authorizes an appropriation of \$1,000,000 for Phase II of the Public Works Facility improvement program, including, but not limited to, the construction of garages, storage buildings, and related site work.

Public Hearing:

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

ORDINANCE NO. 19-31 – Bond Ordinance providing for Phase II (Sewer Utility) of the Public Works Facility improvement program, by and in the Township of Neptune, in the County of Monmouth, State of New Jersey; appropriating \$500,000 therefor and authorizing the issuance of \$475,000 bonds or notes of the Township to finance part of the cost thereof – Final Reading

Explanatory Statement: This Bond Ordinance authorizes an appropriation of \$500,000 from the Sewer Utility for Phase II of the Public Works Facility improvement program, including, but not limited to, the construction of garages, storage buildings, and related site work.

Public Hearing:

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

ORDINANCE NO. 19-32 – Bond Ordinance providing for the replacement of various sewer force mains and lines, Phase V of the Gables Area sewer line replacement project and the replacement of the sanitary sewer system infrastructure, by and in the Township of Neptune, in the County of Monmouth, State of New Jersey; appropriating \$800,000 therefor and authorizing the issuance of \$760,000 bonds or notes of the Township to finance part of the cost thereof - Final Reading

Explanatory Statement: This Bond Ordinance authorizes an appropriation of \$800,000 from the Sewer Utility for Replacement of various sewer force mains and lines, including, but not limited to, the replacement of the Beverly Way Force Main and the Eleventh Avenue/Memorial Drive Force Main and associated lines, Phase V of the Gables Area sewer line replacement project, and the replacement of the sanitary sewer system infrastructure, and related site work.

Public Hearing:

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

ORDINANCE NO. 19-33 – An ordinance to amend Volume I, Chapter VII of the Code of the Township of Neptune by adding resident only handicapped parking zones on Main Avenue and Stockton Avenue and removing a resident only handicapped parking zone on Embury Avenue - First Reading

Explanatory Statement: This ordinance authorizes a resident only handicapped parking zone in front of 35 Main Avenue and 132 Stockton Avenue and the removal of an existing resident only handicapped parking zone in front of 44 Embury Avenue.

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

ORDINANCE NO. 19-34 – An ordinance authorizing the execution of a Public Access Easement Agreement with OG North End Development, LLC, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq - First Reading

Explanatory Statement: This ordinance authorizes the execution of a Public Access Easement Agreement with OG North End Development, LLC to set forth the terms and conditions for public access to open space, such as the waterfront promenade, pedestrian plaza and view corridors, within the North End Redevelopment Project.

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

The Public Hearings on Ordinances 19-33 and 19-34 will be held on Thursday, October 10, 2019.

CONSENT AGENDA

Res. #19-338 – Authorize renewal of liquor license issued to Mom’s Kitchen, Inc. t/a/ Il Posto for the 2019-2020 licensing year.

Res. #19-339 – Appoint member to the Board of Adjustment.

Res. #19-340 – Accept the resignation of Maureen Pampaloni as a member of the Board of Library Trustees.

Res. #19-341 – Appoint Assistant Zoning Officer.

Res. #19-342 – Appoint member to the Ocean Grove Sewerage Authority.

Res. #19-343 – Accept the resignation of Terrell Brown as a Special Law Enforcement Officer in the Police Department.

Res. #19-344 – Authorize settlement in the matter of Travis Cavanaugh v. Eric Chunn and Neptune Township, Civil Action No 3:14-CV-03447.

Res. #19-345 – Reclassify employee to the position of Senior Emergency Medical Technician.

Res. #19-346 – Appoint School Crossing Guards for the 2019-2020 school year.

Res. #19-347 – Employ temporary seasonal personnel in the Department of Public Works.

Res. #19-348 – Authorize purchase and installation of a washer and dryer for Office of Emergency Management personal protective equipment.

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

Res. #19-349 – Authorize termination of the Interim Cost and Conditional Designation Agreement between the Township of Neptune and BAW Development, LLC.

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

Res. #19-350 – Extend Offer of Employment for the position of Jailor in the Police Department.

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

Res. #19-351 – Authorize execution of an extension of the Employment Agreement between the Township of Neptune and the Township Administrator.

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

The Mayor announces the following appointments to the Board of Library Trustees:

Dyese Davis to an unexpired five-year term.

Res. #19-352 – Confirm Mayor's appointment to the Board of Library Trustees.

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

Res. #19-353 – Authorize the payment of bills.

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. 19-25

AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII, SECTION 7-7.10 OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY CLARIFYING THE PARKING RESTRICTIONS FOR COMMERCIAL VEHICLES ON PUBLIC STREETS

WHEREAS, the Township Code currently restricts the parking of commercial vehicles on public streets to one (1) per household; and,

WHEREAS, the intent of the ordinance is to require the commercial vehicle to be parked on the roadway immediately in front of the dwelling of the owner of said vehicle; however, that is not clear as presently written in the ordinance,

THEREFORE, 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 7-7.10 - Parking of Certain Vehicles Prohibited - is hereby amended as follows:

B. Commercial vehicles, as permitted in Section A, shall be restricted to no more than one (1) per household. Parking of the commercial vehicle shall be permitted and be limited to the area of the street directly in front of the dwelling of the owner of said commercial vehicle. This restriction shall apply to any street in any zone of the Township.

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. 19-26

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 SPRAY AVENUE REMOVING A HANDICAPPED PARKING ZONE ON FRANKLIN 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>
Spray Avenue	1	North side of Spray Avenue beginning 50 feet west of the northwest intersection of Spray Avenue and Ocean Avenue

SECTION 2

Volume I, Chapter VII, Section 7-21.1 – Handicapped Parking on Street, is hereby amended by *removing* the following:

<u>Name of Street</u>	<u>No. of Spaces</u>	<u>Location</u>
Franklin Avenue	1	South side of Franklin Avenue beginning 25 feet east of the southeast intersection of Franklin Avenue and Benson Avenue.

SECTION 3

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. 19-27

BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO OXONIA AVENUE, BY AND IN THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$260,000 THEREFOR (INCLUSIVE OF A \$161,419 COMMUNITY DEVELOPMENT BLOCK GRANT) AND AUTHORIZING THE ISSUANCE OF \$93,000 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 improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a general improvement or purpose to be undertaken by the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"). For the said improvement or purpose stated in Section 3 hereof, there is hereby appropriated the sum of \$260,000, said sum being inclusive of a Community Development Block Grant in the amount of \$161,419 (the "Grant") and a down payment in the amount of \$5,581 (the "Down Payment") for said improvement required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"), which Down Payment is now available from the General Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the part of said \$260,000 appropriation not provided for by application hereunder of the Grant or the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$93,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$93,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvement hereby authorized and purpose for the financing of which said bonds or notes are to be issued is the improvement of Oxonia Avenue in the Township, including, but not limited to, ADA improvements, drainage improvements, and roadway and sidewalk reconstruction, and also including, as applicable, demolition and excavation, milling, paving, resurfacing and reconstruction of the roadways, roadway painting and striping, the repairing and/or removal and installation of sidewalks, driveway aprons, curbing, retaining walls and curb ramps, guardrails, and concrete improvements, and all other related improvements, engineering and design work, consulting, preparation of plans and specifications, construction planning, surveying, permits, bid documents, construction inspection and contract administration, equipment rental and all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto, all as set forth in the project documents on file in the Office of the Township Engineer.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$93,000.

(c) The estimated cost of said improvement or purpose is \$260,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the Grant in the amount of \$161,419 and the Down Payment in the amount of \$5,581 available for such improvement or purpose.

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, other than the Grant, 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, other than the Grant, 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 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 improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement or purpose which the Township may lawfully undertake as a general improvement or purpose, 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 improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is fifteen (15) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$93,000 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 \$40,000 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 improvement or purpose 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 improvement or purpose described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvement or purpose 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 bond ordinance.

SECTION 11. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for

any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. 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:

Richard J. Cuttrell,
Municipal Clerk

Carol Rizzo,
Mayor

ORDINANCE NO. 19-28

BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO THE TOWNSHIP MUNICIPAL COMPLEX, BY AND IN THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$200,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$190,000 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 improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a general improvement or purpose to be undertaken by the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"). For the said improvement or purpose stated in Section 3 hereof, there is hereby appropriated the sum of \$200,000, said sum being inclusive of a down payment in the amount of \$10,000 (the "Down Payment") for said improvement required by the Local Bond Law, N.J.S.A. 40A:2-1 *et seq.* (the "Local Bond Law"), which Down Payment is now available from the General Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the part of said \$200,000 appropriation not provided for by application hereunder of the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$190,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$190,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvement hereby authorized and purpose for the financing of which said bonds or notes are to be issued is the improvement of the Township Municipal Complex, including, but not limited to, an upgrade of the elevator, the repointing of the brick façade, the replacement of the concrete stairs, and similar façade and exterior improvements, and all other related improvements, engineering and design work, consulting, preparation of plans and specifications, construction planning, surveying, permits, bid documents, construction inspection and contract administration, equipment rental and all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto, all as set forth in the project documents on file in the Office of the Township Engineer.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$190,000.

(c) The estimated cost of said improvement or purpose is \$200,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the Down Payment in the amount of \$10,000 available for such improvement or purpose.

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 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 improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement or purpose which the Township may lawfully undertake as a general improvement or purpose, 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 improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is fifteen (15) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed

duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$190,000 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 \$40,000 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 improvement or purpose 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 improvement or purpose described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvement or purpose 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 bond ordinance.

SECTION 11. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. 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:

Richard J. Cuttrell,
Municipal Clerk

Carol Rizzo,
Mayor

ORDINANCE NO. 19-29

BOND ORDINANCE PROVIDING FOR VARIOUS DRAINAGE IMPROVEMENTS, BY AND IN THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$150,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$142,500 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 improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a general improvement or purpose to be undertaken by the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"). For the said improvement or purpose stated in Section 3 hereof, there is hereby appropriated the sum of \$150,000, said sum being inclusive of a down payment in the amount of \$7,500 (the "Down Payment") for said improvement required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"), which Down Payment is now available from the General Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the part of said \$150,000 appropriation not provided for by application hereunder of the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$142,500 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$142,500 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvement hereby authorized and purpose for the financing of which said bonds or notes are to be issued is various drainage improvement projects throughout the Township, including, but not limited to, Abbot Avenue, Pilgrim Pathway, New York Avenue, Cliffwood Avenue and Highland Avenue, such improvements to include, but not be limited to, installation of basins, manholes and drainage pipes, and roadway, sidewalk and curb restoration, and all other related improvements, and also including, as applicable, demolition and excavation, milling, paving, resurfacing and reconstruction of the roadways, roadway painting and striping, the repairing and/or removal and installation of sidewalks, driveway aprons, curbing, retaining walls and curb ramps, guardrails, and concrete improvements, and all other related improvements, engineering and design work, consulting, preparation of plans and specifications, construction planning, surveying, permits, bid documents, construction inspection and contract administration, equipment rental and all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto, all as set forth in the project documents on file in the Office of the Township Engineer.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$142,500.

(c) The estimated cost of said improvement or purpose is \$150,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the Down Payment in the amount of \$7,500 available for such improvement or purpose.

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 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 improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement or purpose which the Township may lawfully undertake as a general improvement or purpose, 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 improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is fifteen (15) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$142,500 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 \$40,000 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 improvement or purpose 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 improvement or purpose described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvement or purpose 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 bond ordinance.

SECTION 11. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for

any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. 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:

Richard J. Cuttrell,
Municipal Clerk

Carol Rizzo,
Mayor

ORDINANCE NO. 19-30

BOND ORDINANCE PROVIDING FOR PHASE II (GENERAL) OF THE PUBLIC WORKS FACILITY IMPROVEMENT PROGRAM, BY AND IN THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$950,000 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 improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a general improvement or purpose to be undertaken by the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"). For the said improvement or purpose stated in Section 3 hereof, there is hereby appropriated the sum of \$1,000,000, said sum being inclusive of a down payment in the amount of \$50,000 (the "Down Payment") for said improvement required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"), which Down Payment is now available from the General Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the part of said \$1,000,000 appropriation not provided for by application hereunder of the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$950,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$950,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvement hereby authorized and purpose for the financing of which said bonds or notes are to be issued is Phase II of the Public Works Facility improvement program, including, but not limited to, the construction of garages, storage buildings, and related site work and all other related improvements, and also including, as applicable, demolition and excavation, and all other related improvements, engineering and design work, consulting, preparation of plans and specifications, construction planning, surveying, permits, bid documents, construction inspection and contract administration, equipment rental and all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto, all as set forth in the project documents on file in the Office of the Township Engineer.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$950,000.

(c) The estimated cost of said improvement or purpose is \$1,500,000, with \$500,000 being funded through the Sewer Utility and \$1,000,000 being funded through the appropriation made herein. The excess of the \$1,000,000 appropriated herein over the said

estimated maximum amount of bonds or notes to be issued therefor is the Down Payment in the amount of \$50,000 available for such improvement or purpose.

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 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 improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement or purpose which the Township may lawfully undertake as a general improvement or purpose, 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 improvement or purpose 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 twenty (20) 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 \$950,000 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 \$200,000 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 improvement or purpose 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 improvement or purpose described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvement or purpose 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 bond ordinance.

SECTION 11. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. 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:

Richard J. Cuttrell,
Municipal Clerk

Carol Rizzo,
Mayor

ORDINANCE NO. 19-31

BOND ORDINANCE PROVIDING FOR PHASE II (SEWER UTILITY) OF THE PUBLIC WORKS FACILITY IMPROVEMENT PROGRAM, BY AND IN THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$475,000 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 improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a general improvement or purpose to be undertaken by the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"). For the said improvement or purpose stated in Section 3 hereof, there is hereby appropriated the sum of \$500,000, said sum being inclusive of a down payment in the amount of \$25,000 (the "Down Payment") for said improvement required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"), which Down Payment is now available from the Sewer Utility 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 improvement or purpose described in Section 3 hereof and to meet the part of said \$500,000 appropriation not provided for by application hereunder of the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$475,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$475,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvement hereby authorized and purpose for the financing of which said bonds or notes are to be issued is Phase II of the Public Works Facility improvement program, including, but not limited to, the construction of garages, storage buildings, and related site work and all other related improvements, and also including, as applicable, demolition and excavation, and all other related improvements, engineering and design work, consulting, preparation of plans and specifications, construction planning, surveying, permits, bid documents, construction inspection and contract administration, equipment rental and all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto, all as set forth in the project documents on file in the Office of the Township Engineer.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$475,000.

(c) The estimated cost of said improvement or purpose is \$1,500,000, with \$1,000,000 being funded as a general capital improvement and \$500,000 being funded through the appropriation made herein. The excess of the \$500,000 appropriated herein over the said

estimated maximum amount of bonds or notes to be issued therefor is the Down Payment in the amount of \$25,000 available for such improvement or purpose.

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 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 improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement or purpose which the Township may lawfully undertake as a general improvement or purpose, 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 improvement or purpose 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 twenty (20) 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 \$475,000 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 \$100,000 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 improvement or purpose 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 improvement or purpose described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvement or purpose 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 bond ordinance.

SECTION 11. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. 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:

Richard J. Cuttrell,
Municipal Clerk

Carol Rizzo,
Mayor

ORDINANCE NO. 19-32

BOND ORDINANCE PROVIDING FOR THE REPLACEMENT OF VARIOUS SEWER FORCE MAINS AND LINES, PHASE V OF THE GABLES AREA SEWER LINE REPLACEMENT PROJECT AND THE REPLACEMENT OF THE SANITARY SEWER SYSTEM INFRASTRUCTURE, BY AND IN THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$800,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$760,000 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 improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a general improvement or purpose to be undertaken by the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"). For the said improvement or purpose stated in Section 3 hereof, there is hereby appropriated the sum of \$800,000, said sum being inclusive of a down payment in the amount of \$40,000 (the "Down Payment") for said improvement required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"), which Down Payment is now available from the Sewer Utility 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 improvement or purpose described in Section 3 hereof and to meet the part of said \$800,000 appropriation not provided for by application hereunder of the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$760,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$760,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvement hereby authorized and purpose for the financing of which said bonds or notes are to be issued is the replacement of various sewer force mains and lines, including, but not limited to, the replacement of the Beverly Way Force Main and the Eleventh Avenue/Memorial Drive Force Main and associated lines, Phase V of the Gables Area sewer line replacement project, and the replacement of the sanitary sewer system infrastructure, and related site work and all other related improvements, and also including, as applicable, demolition and excavation, and all other related improvements, engineering and design work, consulting, preparation of plans and specifications, construction planning, surveying, permits, bid documents, construction inspection and contract administration, equipment rental and all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto, all as set forth in the project documents on file in the Office of the Township Engineer.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$760,000.

(c) The estimated cost of said improvement or purpose is \$800,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the Down Payment in the amount of \$40,000 available for such improvement or purpose.

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 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 improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement or purpose which the Township may lawfully undertake as a general improvement or purpose, 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 improvement or purpose 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 forty (40) 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 \$760,000 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 \$300,000 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 improvement or purpose 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 improvement or purpose described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvement or purpose 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 bond ordinance.

SECTION 11. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for

any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. 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:

Richard J. Cuttrell,
Municipal Clerk

Carol Rizzo,
Mayor

ORDINANCE NO. 19-33

AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY ADDING RESIDENT ONLY HANDICAPPED PARKING ZONES ON MAIN AVENUE AND STOCKTON AVENUE AND REMOVING A RESIDENT ONLY HANDICAPPED PARKING ZONE ON EMBURY 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>
Main Avenue	1	North side of Main Avenue beginning 122 feet east of the northeast intersection of Main Avenue and Central Avenue
Stockton Avenue	1	South side of Stockton Avenue beginning 75 feet east of the southeast intersection of Stockton Avenue and Benson Avenue

SECTION 2

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

<u>Name of Street</u>	<u>No. of Spaces</u>	<u>Location</u>
Embury Avenue	1	South side of Embury Avenue beginning 50 feet west of the southwest intersection of Embury Avenue and Central Avenue

SECTION 3

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. 19-34

AN ORDINANCE AUTHORIZING THE EXECUTION OF A PUBLIC ACCESS EASEMENT AGREEMENT WITH OG NORTH END DEVELOPMENT, LLC, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, ET SEQ.

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas designated as areas in need of redevelopment or as areas in need of rehabilitation; and

WHEREAS, by Resolution #19-335 adopted on September 9, 2019, the Township Committee of the Township of Neptune authorized the execution of a Redevelopment Agreement with OG North End Development, LLC ("OGNED" or "Redeveloper") in order to facilitate the redevelopment of the North End Redevelopment Area (the "Area") in accordance with the Ocean Grove North End Redevelopment Plan (the "Plan"); and

WHEREAS, the Redevelopment Agreement call for the implementation of a mixed use redevelopment project (the "Project") comprising, *inter alia*, two (2) buildings, the first of which will include a new, iconic Victorian boutique hotel containing no more than forty (40) rooms, a residential condominium building, and boardwalk retail; a second building which will contain no more than nine (9) condominium units; and (10) single family homes; additionally, no more than twenty (20) surface parking spaces, and no less than one hundred and forty (140) parking spaces within a subterranean parking structure will be provided; and

WHEREAS, the Project also calls for the creation or improvement of certain public open space such as a Waterfront Promenade and a Pedestrian Plaza and other such areas upon the Project Site, as well as the preservation of certain View Corridors along Spray Avenue through to Wesley Lake, all as those terms are defined in the Redevelopment Agreement and which are as depicted generally on the Open Space Plan annexed to the Public Access Easement Agreement attached hereto as Attachment A (collectively, and as further defined in the Redevelopment Agreement, the "Public Access Areas") all in accordance with, *inter alia*, the Redevelopment Plan and the terms and conditions of the Redevelopment Agreement (the "Project"); and

WHEREAS, as part of the Project, the Redeveloper agrees to develop and maintain in perpetuity the Public Access Areas, subject to the terms in the Redevelopment Agreement and the Public Access Easement Agreement, as that term is defined herein and in the Redevelopment Agreement; and

WHEREAS, in order to memorialize the terms of the development and maintenance of the Public Access Areas, as well as the public's utilization of the Public Access Areas, the Township and the Redeveloper (collectively, the "Parties") desire to enter into a Public Access Easement Agreement in substantially the form attached hereto, for the purpose of setting forth in greater detail the Parties' respective rights and obligations in connection with the Public Access Areas; and

WHEREAS, the Redevelopment Agreement provides that the Public Access Easement Agreement shall be executed by and between the Parties, subject to the adoption of any requisite legislation by the Township Committee and is intended by the Parties to become effective upon the full implementation of the improvements comprising the Public Access Areas; and

WHEREAS, as further set forth in the Public Access Easement Agreement, once the Public Access Easement Agreement is executed, it shall be held in escrow pursuant to the terms of the Escrow Agreement for the Public Access Easement Agreement (the "Escrow Agreement"), which document the Mayor was previously authorized to execute subject to certain conditions, as set forth in Resolution #19-335; and

WHEREAS, once the Project has been completed, a legal description of the as-built Public Access Areas shall be prepared by Redeveloper and attached to the Public Access Easement Agreement, which shall then be recorded by Redeveloper, at Redeveloper's expense, and a recorded copy provided to the Township.

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

1. The Mayor or her designee is hereby authorized and directed to execute a Public Access Easement Agreement between the Township of Neptune and OG North End Development, LLC ("OGNED") in substantially the form attached hereto as Attachment A, the execution of which and the authority to do so is expressly conditioned upon the Township's execution of the Redevelopment Agreement as set forth in Resolution #19-335.
2. The Business Administrator and Staff of the Township of Neptune are hereby authorized and directed to take all actions as shall be deemed necessary or desirable to implement this Ordinance.
3. This Ordinance shall be effective upon publication as provided by law.

APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

Richard J. Cuttrell,
Municipal Clerk

Carol Rizzo,
Mayor

Attachment A (to Ordinance)
Form of Public Access Easement Agreement

Record and Return to:
Joanne Vos, Esq.
Maraziti Falcon, LLP
150 John F. Kennedy Parkway
Short Hills, New Jersey 07078

Prepared By:

Joanne Vos, Esq.

PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT (“Public Access Agreement”) is made on this ___ day of _____, 2019, by and between:

OG NORTH END DEVELOPMENT, LLC, a New Jersey limited liability company, having an address at 801 Main Street, Belmar, New Jersey 07719 (hereinafter referred to as “Grantor” or “Redeveloper” or “OGNED”), including its successors and assigns, unless expressly stated otherwise; and

THE TOWNSHIP OF NEPTUNE, a New Jersey municipal corporation, with government offices located at 25 Neptune Boulevard, Neptune, New Jersey 07753 (hereinafter referred to as “Grantee” or “Township”) (collectively, the Grantor and Grantee shall be referred to as the “Parties”).

WITNESSETH:

WHEREAS (#1), Block 1.01, Lots 3 and 4, and a portion of Lot 2, (the “Project Site”), as currently shown on the Official Tax Map of the Township of Neptune, County of Monmouth, State of New Jersey, lies within an area that has been determined, by Resolution No. 07-310, adopted June 11, 2007 by the Neptune Township Committee, to be “in need of redevelopment” in accordance with the provisions of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, *et seq.*); and

WHEREAS (#2), the Township Committee of the Township of Neptune (the “Township Committee”), by Ordinance, subsequently adopted the Ocean Grove North End Redevelopment Plan (the “Redevelopment Plan”), which is applicable to the Project Site; and

WHEREAS (#3), Redeveloper is the ground lessee, by way of a long-term lease (the “Ground Lease”) with the Ocean Grove Camp Meeting Association (the “Owner”), of the Project Site; and

WHEREAS (#4), the Township and Redeveloper have entered into that certain Redevelopment Agreement (the "Redevelopment Agreement"), a fully executed copy of which is on file at the Town Hall, which memorializes the terms and conditions by which Redeveloper will implement and carry out a redevelopment project involving the construction of a Hotel, Residential Condominiums, Single Family Homes and Retail establishments, among other components, in accordance with the Redevelopment Plan (hereinafter, the "Project"); and

WHEREAS (#5), the Redevelopment Agreement includes the provision of certain easements upon the Project Site by the Grantor to the Township, for the benefit of the public, subject to all applicable laws, rules, regulations and ordinances (collectively, "Applicable Laws") and the terms and conditions herein, in order to facilitate the public's access to and enjoyment of Wesley Lake and the Waterfront Promenade, as such terms are defined in the Redevelopment Agreement and/or are delineated or depicted on the Open Space Plan attached hereto as **Attachment A**, (collectively and together with any other spaces within the Project Site that are so depicted as public access areas on the Open Space Plan, referred to herein as the "Public Access Areas" or the "Public Access Easement Areas"); and

WHEREAS (#6), additionally, an unobstructed pathway to afford a view through the Project Site to Wesley Lake from Spray Avenue as same is depicted on **Attachment A** (the "View Corridor" or the "View Corridor Easement Area") shall be preserved as a conservation easement in perpetuity (collectively, the Public Access Areas and the View Corridor shall be referred to as the "Easement Areas").

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises, covenants and conditions hereinafter contained, Grantor, including its successors and assigns forever, does hereby grant and convey to Grantee, its successors and assigns forever, and Grantee does hereby accept, the easements set forth herein on the terms and conditions herein contained.

GENERAL PROVISIONS

1. **Grantor Parties.** The Parties acknowledge and agree that all of Grantor's affirmative obligations herein shall be binding upon OGNED, as the Redeveloper of the Project Site, as well as any of OGNED's successors in interest and assigns which may ultimately operate and/or own/occupy the Project Site or any portion thereof, as the case may be ("Successors"). The obligations herein shall run with the land and shall survive the conveyance or transfer of the Owner's and/or OGNED's interest in the Project Site or any portion thereof to a Successor, as well as the issuance of any Certificate of Completion for the Project. Once OGNED's affirmative obligations hereunder are expressly assumed by its Successors, as set forth herein and in, *inter alia*, the Redevelopment Agreement (*see* "Form of Ownership and Maintenance of Common Elements" and also "Covenants That Shall Expressly Survive Certificate of Completion"), as evidenced by the Township's receipt of a recorded Condominium Master Deed (the "Assumption"), OGNED shall no longer be responsible for same and the Grantee shall be deemed to have released and discharged OGNED accordingly, except as may be expressly stated otherwise.

2. **Indemnification.** Grantor shall indemnify, defend and hold harmless Grantee, and Grantee's members, officers, agents, contractors and other representatives from and against any and all liability, lawsuits, claims, damages, losses, costs and expenses including, without limitation, reasonable attorneys' fees, court costs and legal expenses ("Claims") arising out of, relating to or resulting from the negligent, reckless or intentional act or omission of Grantor or Grantor's members, officers, agents, contractors and other representatives, in the maintenance, repair, construction or reconstruction of any improvements within or upon, or any other act undertaken with respect to, the Easement Areas, but only to the extent that the Grantee's negligent, reckless or intentional act or omission did not cause the Claims. OGNED's obligation to so indemnify Grantee shall survive the Assumption only to the extent that the Claims first arose during OGNED's operation and/or ownership/occupancy of the Project Site.

3. **Insurance.** In furtherance of the Grantor's obligations set forth in Paragraph 2 above regarding Indemnification, promptly upon the Assumption, Grantor shall provide insurance for

Grantee's benefit in accordance and compliance with the terms and conditions set forth on **Attachment B**.

4. **Notices**. All notices or other communications required to be given under this Public Access Agreement shall be given in writing and delivered personally or mailed by certified or registered mail, postage prepaid, or by a respectable priority delivery service such as Federal Express or UPS, addressed to the address first set forth above. The foregoing addresses may be changed or supplemented by written notice given as provided herein. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail; if sent by priority delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery.

5. **Binding Effect**. The terms, covenants and conditions herein contained shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, except as may be otherwise expressly stated herein.

6. **Governing Law**. This Public Access Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. **No Other Agreements**. This Public Access Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, except as otherwise stated herein. This Public Access Agreement shall not be modified or terminated except by a written instrument signed and authorized by both Grantor and Grantee.

8. **Execution/Effective Date**. As set forth in the Redevelopment Agreement, this Public Access Agreement shall be executed in recordable form simultaneously with the execution of the Redevelopment Agreement and held in escrow according to the terms of an Escrow Agreement therefore to become effective upon implementation of the improvements comprising the Public Access Areas at which time a legal description of the as-built Public Access Areas shall be prepared and attached as **Attachment A(1)**.

9. **Recording.** This Public Access Agreement shall, upon the preparation and attachment of a legal description of the as-built Public Access Areas, be promptly recorded by OGNED at no cost to Grantee in the Office of the Monmouth County Register and, upon being recorded, a recorded copy shall be promptly delivered by Grantee to Grantor at no cost to Grantee.

10. **Miscellaneous.** If any provision of this Public Access Agreement is found to be invalid or unenforceable, the remainder of this Public Access Agreement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Public Access Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

11. **Modification.** This Public Access Agreement is not subject to any collateral conditions or any conditions precedent, and as further stated herein, cannot be modified or amended in any manner other than by written agreement executed and authorized by the Parties hereto. In furtherance of same, the Parties acknowledge and agree that, as further set forth in the Redevelopment Agreement and in this Public Access Agreement, **Attachment A** hereto shall be modified and supplemented only with a metes and bounds description of each of the Public Access Areas, as well as a metes and bounds description of the Pedestrian Plaza to be appended as **Attachment A(1)**, promptly upon completion of the construction of the Project, without the necessity for any further authorizing legislation of the Township unless otherwise prohibited by applicable laws. Said modification (i.e. only the supplementation of **Attachment A** and the addition of **Attachment A(1)** with metes and bounds descriptions) shall be undertaken by the Grantor upon and pursuant to the Township's receipt, review and approval (by the Township Engineer) of said metes and bounds descriptions. Grantor shall thereafter promptly provide Grantee with a copy of the recorded Public Access Agreement, as modified, at no cost to Grantee.

EASEMENT FOR PUBLIC ACCESS AREAS

12. **Grant of Public Access Easements.** Grantor grants to Grantee, and Grantee accepts from Grantor, a non-exclusive right of way and easement over, upon and across the Public Access Areas within the Project Site for the purposes of providing the public with certain open air gathering

places and access to and egress from the waterfront of Wesley Lake, respectively. The Public Access Areas are depicted on **Attachment A** attached hereto and made a part hereof.

13. **Construction.** The Grantor, at its sole cost and expense, shall complete the construction of the Project in accordance with the Redevelopment Plan, Redevelopment Agreement and all Governmental Approvals, including that of the Planning Board of the Township of Neptune.

14. **Ongoing Maintenance of the Public Access Areas.** Grantor, at Grantor's sole cost and expense, shall maintain the Public Access Areas, including with regard to snow, ice and leaf removal and all other necessary maintenance. The Public Access Areas shall be kept in a safe, clean condition, free of trash and debris and regularly and appropriately maintained by Grantor, at no cost to the Grantee, and same shall be set forth in the Common Element Maintenance Plan as more specifically detailed in the Redevelopment Agreement. The Grantor acknowledges and agrees that the requirements hereunder to maintain the Public Access Areas in a safe, clean condition, free of trash and debris at no cost to the Grantee comprise covenants that shall run with the land and expressly survive the issuance of a Certificate of Completion. As further set forth Paragraph 1 hereof regarding Grantor Parties, upon the Assumption, OGNED shall no longer be responsible for the maintenance of any Public Access Areas.

15. **Reservation of Rights by Grantor.** Grantor shall also have the right to use, occupy and enjoy the surface of, the subsurface under, and the air space over the Public Access Areas for any lawful purpose which does not unreasonably or materially interfere with or unreasonably or materially threaten the safe, proper or convenient use, occupancy or enjoyment of the Public Access Areas by the public. Additionally, the Parties acknowledge and agree that the public's access to and utilization of the Public Access Areas shall be subject to the Code of Conduct attached hereto as **Attachment C** and to applicable laws.

a. **Hours:** Except with regard to the Waterfront Promenade, which the Parties agree shall comprise dedicated public open space to which the public shall have continuous, uninterrupted access, twenty-four hours per day, every day, Grantor shall promulgate and post

designated hours about the Project Site during which the public may access the other Public Access Areas, with such hours of closure being no more or longer than dusk to dawn, daily.

b. Rules and Regulations, Generally: In addition to the Code of Conduct, Grantor may promulgate other reasonable rules and regulations regarding the access to and public enjoyment of the Public Access Areas for purposes of health, safety, welfare and the environment.

c. Prohibition of Discrimination: Grantor shall not discriminate against any person or group of persons, on account of race, color, religious principles, creed, nationality, ancestry, familial status, disability, marital status, sex, affectional or sexual orientation or gender identity or expression in the provision of access to any of the Public Access Areas or enjoyment of any portion thereof, nor shall the Grantor itself, or any person claiming under or through the Grantor, establish or permit any such practice or practices of discrimination.

LIMITED EASEMENT FOR PUBLIC ACCESS TO PEDESTRIAN PLAZA

16. Grant of Limited Easement for Public Access. Grantor grants to Grantee, and Grantee accepts from Grantor, a non-exclusive right of way and limited easement over, upon and across the Pedestrian Plaza, as that term is utilized in the Redevelopment Plan and defined in the Redevelopment Agreement (i.e. comprising the plaza-like area in front of the grand entryway to the Hotel, running south from the Hotel entryway to Spray Avenue, to be improved as part of the Project), for the purposes of providing the public with certain open air gathering space. The Parties acknowledge and agree that the Pedestrian Plaza shall not be deemed a "Public Access Area" for purposes of this Public Access Agreement in that the Grantor (or the Hotel or its designee) shall retain operation and control over the Pedestrian Plaza and as such, may impose reasonable restrictions upon public access thereto.

17. Rules and Regulations for Pedestrian Plaza. For purposes of clarity only, Grantee recognizes that the Grantor (or the Hotel or its designee) may promulgate reasonable rules and regulations regarding the access to and public enjoyment of the Pedestrian Plaza and further, may elect to close the Pedestrian Plaza to the public on occasion for certain periods of time for purposes of hosting private events, such as, by way of example, weddings. However, the Parties further agree

and recognize the intent that the Pedestrian Plaza is to provide the public with a gathering space, as set forth in the Redevelopment Plan, and as such, restrictions on access thereto shall be reasonable and exercised with appropriate restraint such that the public is not only granted regular, meaningful access during the off-season (i.e. Fall, Winter and Spring). Under no circumstances may access to the Pedestrian Plaza be unreasonably or regularly prohibited or terminated.

18. **Construction.** The Grantor, at its sole cost and expense, shall construct and improve the Pedestrian Plaza in accordance with the Redevelopment Plan, Redevelopment Agreement and all Governmental Approvals, including that of the Planning Board of the Township of Neptune.

19. **Prohibition of Discrimination:** Grantor shall not discriminate against any person or group of persons, on account of race, color, religious principles, creed, nationality, ancestry, familial status, disability, marital status, sex, affectional or sexual orientation or gender identity or expression in the provision of access to the Pedestrian Plaza, as set forth herein, nor shall the Grantor itself, or any person claiming under or through the Grantor, establish or permit any such practice or practices of discrimination in connection with the provision of access to the Pedestrian Plaza as set forth herein.

CONSERVATION EASEMENT FOR THE VIEW CORRIDOR

20. **Grant of View Corridor Conservation Easement.** Grantor grants to Grantee, and Grantee accepts from Grantor, a View Corridor Easement as is located and depicted as set forth on **Attachment A** attached hereto and made a part hereof. The Grantee acknowledges that the View Corridor as depicted thereon is in conformance and compliance with the requirements of the Redevelopment Plan.

21. **No Obstructions Within the View Corridor.** Except as otherwise stated in this Public Access Agreement, the Grantor relinquishes all rights to construct, erect or maintain any structures, masonry walls, or monument signs within the View Corridor; plant and maintain shrubbery or hedges; or raise the grade; in such a way, or do anything in such a way, that would cause an obstruction to a clear view to Wesley Lake as set forth herein and in the Redevelopment Plan and the Redevelopment Agreement.

22. Ongoing Maintenance of the View Corridor. Grantor, at Grantor's sole cost and expense, shall maintain and do all things necessary and appropriate to preserve and conserve the View Corridor, including with regard to leaf, snow and ice removal and all other necessary maintenance. The View Corridor shall be kept in a safe, clean condition, free of trash and debris and regularly and appropriately maintained by Grantor, at no cost to the Grantee, and same shall be set forth in the Common Element Maintenance Plan, as required in the Redevelopment Agreement. The Grantor acknowledges and agrees that the requirements hereunder to maintain the View Corridor in a safe, clean condition, free of trash and debris at no cost to the Grantee shall comprise covenants that shall run with the land and expressly survive the issuance of a Certificate of Completion. As further set forth Paragraph 1 hereof regarding Grantor Parties, upon the Assumption, OGNED shall no longer be responsible for the maintenance of any Public Access Areas, including the View Corridor.

23. Reservation of Rights by Grantor. Subject to the following conditions, the Grantor reserves the right to construct open fencing and implement landscaping within the View Corridor, but only to the extent that such improvements do not obstruct public views through the Project Site, to Wesley Lake, as depicted on **Attachment A**. Any such landscaping shall be planted and maintained to preserve the View Corridor. Grantor shall also have the right to use, occupy and enjoy the subsurface under the View Corridor for any lawful purpose which does not unreasonably or materially interfere with or unreasonably or materially threaten or obstruct the View Corridor or any portion thereof. For the purposes of this provision, and notwithstanding anything to the contrary contained herein, Grantee hereby agrees that the construction, installation, repair, replacement or maintenance within the View Corridor of sewer, gas, electric and other utilities and appurtenant facilities, installed in compliance with all applicable legal requirements, shall not be deemed to unreasonably or materially interfere with or unreasonably or materially threaten the safe, proper or convenient use, occupancy or enjoyment of the View Corridor or any portion thereof by the public.

[Remainder of Page is Intentionally Blank. Next Page is the Signature Page.]

IN WITNESS WHEREOF, Grantor and Grantee have each executed this Public Access Agreement as of the date and year first set forth above. Grantee executes this Public Access Agreement to acknowledge its consent to the terms and conditions herein contained.

OG NORTH END DEVELOPMENT, LLC,

By: MB2 Ocean Grove, LLC, Member

By: _____
Joel S. Brudner, Manager

By: Westley Atlantic Village Enterprises Limited Liability Company, Member

By: _____
William Gannon, Managing Member

TOWNSHIP OF NEPTUNE, a New Jersey Municipal Corporation,

By: _____
Carol Rizzo
Mayor

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: SS.
COUNTY OF MONMOUTH :

Be it remembered that on this ___ day of _____, 2019, _____
personally appeared before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person executed the attached document as _____ of OG North End
Development Group, LLC, the Grantor named in this document;

(b) this document was signed and made by the Grantor as its duly authorized and
voluntary act and deed; and

(c) the full and actual consideration paid, or to be paid for the within Easement,
evidenced by the within Deed, as such consideration is defined in N.J.S.A. 46:15-7 is \$1.00.

Attorney at Law of New Jersey
or Notary Public

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: **SS.**
COUNTY OF MONMOUTH :

Be it remembered that on this ___ day of _____, 2019, _____ personally appeared before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person executed the attached document on behalf of the Township of Neptune, a New Jersey municipal corporation, the Grantee named in this document;
- (b) this document was signed and made by said Grantee as its duly authorized and voluntary act and deed; and
- (c) the full and actual consideration paid, or to be paid for the within Easements, evidenced by the within Deed, as such consideration is defined in N.J.S.A. 46:15-7 is \$1.00.

Attorney at Law of New Jersey
or Notary Public

ATTACHMENT A

**OPEN SPACE PLAN (PUBLIC ACCESS AREAS AND VIEW CORRIDOR)
to be supplemented with
LEGAL DESCRIPTIONS OF PUBLIC ACCESS AREAS AND VIEW CORRIDOR**

DRAFT

ATTACHMENT A(1)

LEGAL DESCRIPTION OF PEDESTRIAN PLAZA (to be appended)

DRAFT

ATTACHMENT B
INSURANCE REQUIREMENTS

Grantor shall furnish or shall cause to be furnished to the Grantee, duplicate originals or other reasonable evidence of the following insurance coverage:

1. Commercial General Liability Insurance: including blanket Contractual Liability coverage, insuring the Grantor and Grantee against losses, costs, liabilities, claims, or causes of action arising out of property damage or bodily injury, including death, sustained upon, within or as a result of any of the Easement Areas; and
2. Workers' Compensation Insurance: as required by law, with an employer's liability insurance endorsement with customary limits and a waiver of subrogation clause for the Grantee, to be carried by each of Grantor's contractors and subcontractors; and
3. Comprehensive Automobile Liability Insurance: covering all of Grantor's owned, hired and non-owned vehicles, as applicable.

All insurance policies required shall: (i) contain the policy limits set forth below; (ii) be obtained from reputable insurance carriers licensed to do business in the State of New Jersey and rated at least A- in Best's Insurance Guide or at a similar level in such other industry-accepted review system; (iii) be maintained for each Easement Area until the Public Access Agreement is terminated or this Insurance requirement is modified by written agreement of the Parties; (iv) apply to all bodily injury, including death, property damage, and other customarily covered losses, as applicable, occurring during the policy term; and (v) add Grantee, its officers, agents, employees, contractors and consultants as additional insureds; (vi) provide that such coverage shall be primary and non-contributing and that any insurance maintained by the Grantee shall be excess insurance

only; (vii) be endorsed with a waiver of subrogation clause for the Grantee; (viii) provide that the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to the Grantee; (ix) provide that the Grantee shall not be liable for any premiums or assessments; and (x) carry commercially reasonable deductibles.

Coverage	Limits
1. Workers Compensation	Statutory
2. Employer's Liability	Statutory or \$1,000,000 by accident, \$1,000,000 by disease, each employee, \$1,000,000 by disease, all employees, whichever is greater
3. Commercial General	\$1,000,000 per any one occurrence for Bodily Injury and Property Damage, \$2,000,000 annual Aggregate including Independent Contractors, Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury Liability.
4. Comprehensive Automobile	\$1,000,000 per any one occurrence for liability, including owned, hired and non-owned vehicles. Where environmental exposures exist for the Contractors or Subcontractors or consultants of the Redeveloper then they must evidence MCS 90 ENDORSEMENT AND ISO CA 99 48 BROADENED POLLUTION COVERAGE ENDORSEMENT WITH A \$3,000,000 LIMIT
5. Excess Liability	\$3,000,000.00 per any one occurrence for liability. The Umbrella must maintain coverage at least as broad as the primary policies.

ATTACHMENT C

CODE OF CONDUCT FOR USE OF PUBLIC ACCESS AREAS AND PEDESTRIAN PLAZA

While in the Public Access Areas, all persons shall conduct themselves in a proper and orderly manner, and in particular, no person shall:

1. Access the Public Access Areas and Pedestrian Plaza outside of the hours of dawn to dusk.
2. Willfully mark, deface, disfigure, injure, tamper with, displace or remove any buildings, tables, benches, railings, paving materials, public utilities or appurtenances thereof, signs, notices or placards (whether temporary or permanent), monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or property or appurtenances whatsoever, either real or personal.
3. Dig or remove any soil, rock, sand, stones, trees, shrubs, plants or other wood or, materials, or make any excavation by tool, equipment, or other means.
4. Damage, cut, carve, transplant or remove any tree or plant, or injure the bark, or pick flowers or seed of any tree or plant, dig in or otherwise disturb grassed areas, or in any other way injure the natural beauty or usefulness of any area.
5. Climb any tree or walk, stand or sit upon monuments, vases, planters, fountains, railings, fences or upon any other property not designated or customarily used for such purposes.
6. Tie or hitch an animal to any tree or plant.
7. Have brought in, dump in, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, garbage, refuse, or organic or inorganic solid liquid waste.
8. Drive or park any vehicle on any area except as specifically designated.
9. Ride a bicycle without reasonable regard to the safety of others.
10. Leave a bicycle lying on the ground or paving or set against trees, or in any place or position where a person may trip over or be injured by it.
11. No person shall carry or possess firearms of any description, spring-guns, bow and arrows, slings or any other forms of weapons or devices potentially dangerous to human safety, or any instrument that can be loaded with and fire blank cartridges.
12. Set up tents, shacks, or any other temporary shelter for the purpose of overnight camping, nor shall any person leave after closing hours any movable structure or special vehicle to be used or that could be used for such purpose, such as a house-trailer, camp-trailer, camp-wagon, or the like except in those areas designated by Township of Neptune for those purposes.
13. Bring alcoholic beverages or drink same at any time except in such areas and under such regulations as may be designated and permitted by Township of Neptune.

14. Have in his/her possession, set or otherwise cause to explode, discharge, or burn, any fireworks, firecrackers, or explosives or flammable material, or discharge them or throw them into any such areas from lands or highways adjacent thereto.
15. Solicit alms or contributions for any purpose, whether public or private.
16. Build, or attempt to build, a fire. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes, cigars, tobacco, paper or other flammable material within any park or on any highways, roads, or streets abutting or contiguous thereto.
17. Gamble, participate in, or abet any game of chance.
18. Disturb or interfere unreasonably with any person or party occupying any area or participating in any permissible activity.
19. Expose, or offer for sale, any article or thing, nor place any stand, cart, or vehicle for the transportation, sale, or display of any such article or thing.
20. Paste, glue, tack, or otherwise post any sign, placard, advertisement, or inscription whatever, nor shall any person erect, or cause to be erected, any sign on any park lands or roads in any park.
21. Smoke, chew, or possess lighted cigarettes, pipes, cigars, electronic cigarettes, or any other type of tobacco product.

RESOLUTION #19-338 - 9/23/19

AUTHORIZE RENEWAL OF LIQUOR LICENSE ISSUED TO MOM'S KITCHEN, INC.
T/A IL POSTO FOR THE 2019-2020 LICENSING YEAR

WHEREAS, Mom's Kitchen, Inc. t/a Il Posto has completed the on-line Alcoholic Beverage Control renewal application, paid the required state and local fees, been reviewed by the Neptune Township Police Department, and has been issued a New Jersey State Sales Tax Clearance Certificate by the State Division of Taxation,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Plenary Retail Consumption License No. 1334-33-013-004 issued to Mom's Kitchen, Inc. t/a Il Posto be and is hereby renewed for the period July 1, 2019 to June 30, 2020; and,

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

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON SEPTEMBER 23, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-339 - 9/23/19

APPOINT MEMBER TO THE BOARD OF ADJUSTMENT

BE IT RESOLVED, by the Township Committee of the Township of Neptune that the following persons be and are hereby appointed to the Neptune Township Board of Adjustment:

Bryan Acciani as the Alternate #4 member to an unexpired two year term expiring December 31, 2019

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Board of Adjustment Administrative 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 SEPTEMBER 23, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-340 - 9/23/19

ACCEPT THE RESIGNATION OF MAUREEN PAMPALONI AS A
MEMBER OF THE BOARD OF LIBRARY TRUSTEES

WHEREAS, the Township Committee has received a notification that Maureen Pampaloni has resigned as a member of the Board of Library Trustees effective September 16, 2019,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of Maureen Pampaloni as a member of the Board of Library Trustees is hereby accepted effective September 16, 2019; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Library 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 SEPTEMBER 23, 2019**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-341 - 9/23/19

APPOINT ASSISTANT ZONING OFFICER

WHEREAS, there is a vacancy in the position of Assistant Zoning Officer; and,

WHEREAS, the Land Use Administrator and Business Administrator have made their recommendation to appoint the Assistant Township Engineer to the position,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Kinga Stopka be and is hereby appointed to the position of Assistant Zoning Officer at an annual salary of \$3,411.69 effective September 24, 2019; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Chief Financial Officer, Assistant C.F.O., Land Use Administrator, Township Engineer, 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 SEPTEMBER 23, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-342 - 9/23/19

APPOINT MEMBER TO THE OCEAN GROVE SEWERAGE AUTHORITY

WHEREAS, due to the passing of Edward Wyzykowski, there is a vacancy on the Ocean Grove Sewerage Authority,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Wendel Thomas be and is hereby appointed to the Ocean Grove Sewerage Authority for an unexpired five year term expiring January 31, 2020; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Ocean Grove Sewerage Authority.

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON SEPTEMBER 23, 2019**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-343 - 9/23/19

ACCEPT THE RESIGNATION OF TERRELL BROWN AS A SPECIAL LAW ENFORCEMENT OFFICER IN THE POLICE DEPARTMENT

WHEREAS, the Chief of Police has received a letter from Terrell Brown resigning as a Special Law Enforcement Officer - Class II in the Police Department effective September 13, 2019,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of Terrell Brown as a Special Law Enforcement Officer – Class II in the Police Department is hereby accepted effective September 13, 2019; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Chief Financial Officer, Chief of Police, Police Committee, 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 SEPTEMBER 23, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-344 – 9/23/19

AUTHORIZE SETTLEMENT IN THE MATTER OF TRAVIS CAVANAUGH V. ERIC CHUNN
AND NEPTUNE TOWNSHIP, CIVIL ACTION NO. 3:14-CV-03447

WHEREAS, Plaintiff, Travis Cavanaugh, filed a lawsuit against Police Officer, Eric Chunn, and Neptune Township as a result of an arrest under allegations of excessive use of force; and

WHEREAS, it is the recommendation of the Neptune Township Insurance Carrier that this matter be settled for One Thousand Dollars (\$1,000.00); subject to the consent of Neptune Township,

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, that the governing body hereby authorizes a settlement of the case of Travis Cavanaugh v. Eric Chunn and Neptune Township, under Civil Action No. 3:14-cv-03447 in the Federal Court of New Jersey for payment in the amount of One Thousand Dollars (\$1,000.00); and,

BE IT FURTHER RESOLVED, that this settlement authorization is made without prejudice with regard to any changes arising from actions taken by the Plaintiff or Co-defendants in this matter; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Township Attorney, Chief of Police, Chief Financial Officer, 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 SEPTEMBER 23, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-345 - 9/23/19

RECLASSIFY EMPLOYEE TO THE POSITION OF
SENIOR EMERGENCY MEDICAL TECHNICIAN

WHEREAS, the EMS Manager has recommended the reclassification of a part-time Emergency Medical Technician to the position of part-time Senior Emergency Medical Technician; and,

WHEREAS, the EMS Manager and Human Resources Director have made a recommendation to reclassify an existing Emergency Medical Technician; and,

WHEREAS, funds will be provided in the 2019 Municipal Budget in the appropriation entitled Emergency Medical Services 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 J. Dan Doggett be and is hereby reclassified to the position of part-time Senior Emergency Medical Technician in the EMS Department at an hourly rate of \$23.00 effective September 24, 2019; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the EMS Manager, 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 SEPTEMBER 23, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-346 - 9/23/19

APPOINT SCHOOL CROSSING GUARDS FOR THE 2019-2020 SCHOOL YEAR

WHEREAS, there is a need for School Crossing Guards for the 2019-2020 school year; and,

WHEREAS, the position was posted, applicants were interviewed, and the Chief of Police and Human Resources Director have made their 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 they are hereby employed as School Crossing Guards for the 2019-2020 school year and to perform such other duties as prescribed by the Chief of Police, at an hourly rate established by prior Resolution of the Township Committee:

Tonya Hill

Joseph Sanfelice II

John Crook

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 Resource 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 SEPTEMBER 23, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-347 - 9/23/19

EMPLOY TEMPORARY SEASONAL PERSONNEL
IN THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Township has a need to employ seasonal workers in the Department of Public Works for end of summer projects and the leaf collection season; and,

WHEREAS, the Director of Public Works and Human Resources Director have forwarded their recommendations; and,

WHEREAS, funds for this purpose are available in the 2019 Municipal Budget in the appropriation entitled Solid Waste Collection S&W, and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the following individuals be and are hereby employed in the Department of Public Works as temporary seasonal employees to perform various tasks within the Department, from September 24, 2019 to December 15, 2019, not to exceed forty (40) hours per week, at a salary of \$15.00 per hour with no health benefits:

Glenn Ramsey, II

Jonathan Cesareo

Keven Jean

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 the Director of Public Works.

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON SEPTEMBER 23, 2019**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-348 - 9/23/19

AUTHORIZE PURCHASE AND INSTALLATION OF A WASHER AND DRYER FOR
OFFICE OF EMERGENCY MANAGEMENT PERSONAL PROTECTIVE EQUIPMENT

WHEREAS, the Business Administrator solicited quotes for the purchase and installation of a washer and dryer for personal protective equipment at the Office of Emergency Management facility; and,

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

WHEREAS, said quotes were reviewed by the Business Administrator and O.E.M. Director who have recommended that the quote submitted by CSC Service Works for a Unimac washer and dryer be accepted in accordance with the Open Public Contracts Law; and,

WHEREAS, funds for this purpose will be provided in Ordinance No. 17-31, and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the purchase and installation of a Unimac washer and dryer for personal protective equipment at the Office of Emergency Management facility be and is hereby authorized through CSC Service Works pursuant to their quote of \$22,814.00; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Chief Financial Officer, Assistant C.F.O., and O.E.M. 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 SEPTEMBER 23, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-349 - 9/23/19

AUTHORIZE THE TERMINATION OF THE INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT BY AND BETWEEN THE TOWNSHIP OF NEPTUNE AND BAW DEVELOPMENT, LLC

WHEREAS, by Resolution #18-369 of the Township of Neptune (the "Township") on October 22, 2018, the Township and BAW Development, LLC ("BAW") entered into an Interim Cost and Conditional Designation Agreement (the "Conditional Agreement") which, inter alia, designated BAW as the conditional redeveloper of the real property located upon Block 611, Lots 38, 39, 40 and 41, more commonly known collectively as 1718 West Lake Avenue; Block 605, Lots 1, 2, 43, 44, 45, 46 and 47, more commonly known collectively as 1620 West Lake Avenue; Block 602, Lots 13, 14 and 15, more commonly known collectively as 1509 West Lake Avenue; and Block 610, Lot 14, more commonly known collectively as 1715 West Lake Avenue; all as described on the Tax Map of the Township of Neptune (collectively, the "Property"); and

WHEREAS, Resolution #18-379, adopted by the Township Committee on November 8, 2018 amended the Conditional Agreement to include Block 611, Lot 1 within the Property; and

WHEREAS, Resolution #19-227 adopted by the Township Committee on May 23, 2019, further amended the Conditional Agreement extending the "Interim Period", as that term is defined in the Conditional Agreement, until such time as a Redevelopment Agreement between the parties is executed; and

WHEREAS, the Conditional Agreement further provides that if at any time during the Interim Period it is determined that a Redevelopment Agreement cannot be successfully negotiated and executed for any reason, then the Agreement may be terminated in writing by either party; and

WHEREAS, the Township and BAW have been unable to arrive at mutually agreeable terms for the implementation of a redevelopment project upon the Property and as such, the Township desires to terminate the Conditional Agreement at this time, and thus, the designation of BAW Development, LLC as the conditional redeveloper of the Property.

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

1. The designation of BAW Development, LLC as the conditional redeveloper of the Property is hereby automatically terminated.
2. The Mayor is hereby authorized to direct that a formal notice of the termination of the Interim Cost and Conditional Designation Agreement by and between the Township of Neptune and BAW Development, LLC in substantially the form attached hereto as **Exhibit A** be issued.
3. Staff of the Township of Neptune shall take any action that is necessary and appropriate to effectuate this Resolution.

4. The Mayor is hereby authorized to direct legal counsel to the Township of Neptune to initiate any communication and/or formal proceeding(s) as may be necessary and appropriate to recover all costs and fees incurred by the Township pursuant to the Conditional Agreement, including but not limited to, legal fees and other such professional fees so incurred by the Township.
5. This Resolution shall be effective immediately.

I hereby certify that the foregoing Resolution was adopted by the Township Committee of the Township of Neptune at a Regular Meeting held on September 23, 2019.


Richard J. Cuttrell, Municipal Clerk

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON SEPTEMBER 23, 2019


Richard J. Cuttrell, Municipal Clerk

ATTACHMENT A

September 18, 2019

VIA Regular U.S. MAIL

BAW Development, LLC
c/o Rainone Coughlin Minchello
Baye Adofo-Wilson, Esq.
555 U.S. Highway One South
Iselin, New Jersey 08830

**Re: West Lake Redevelopment Project
Township of Neptune, New Jersey**

Dear Mr. Wilson:

This firm represents the Township of Perth Amboy (the "Township") in connection with the Interim Cost and Conditional Designation Agreement by and between BAW Development, LLC ("BAW Development") and the Township dated on or about October 22, 2018 (the "Conditional Agreement"). We write to advise you that the terms of the Conditional Agreement are hereby terminated. As a result, the designation of BAW Development as the conditional redeveloper of the real property located at Block 611, Lots 38, 39, 40 and 41, more commonly known collectively as 1718 West Lake Avenue; Block 605, Lots 1, 2, 43, 44, 45, 46 and 47, more commonly known collectively as 1620 West Lake Avenue; Block 602, Lots 13, 14 and 15, more commonly known collectively as 1509 West Lake Avenue; Block 611, Lot 1; and Block 610, Lot 14, more commonly known collectively as 1715 West Lake Avenue; all as described on the Tax Map of the Township of Neptune (collectively, the "Property"), is automatically terminated pursuant to Paragraph 1 of the Conditional Agreement.

Pursuant to Paragraph 3(c) of the Conditional Agreement, BAW Development is nonetheless responsible for the payment of all invoices incurred by the Township in connection with the conditional designation of BAW Development.

Very truly yours,

Joanne Vos

RESOLUTION #19-350 - 9/23/19

******TABLED******

EXTEND OFFER OF EMPLOYMENT FOR THE POSITION OF JAILOR
IN THE POLICE DEPARTMENT

WHEREAS, there are vacancies in the position of Jailor in the Police Department; and,

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

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

WHEREAS, funds will be provided in the 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 an offer of employment be and is hereby extended to _____ for the position of Jailor in the Police Department, on a probationary basis for a period of not less than 90 days and not exceeding one year, contingent upon successful completion of the required background investigation and medical evaluation, effective September 24, 2019, at an annual salary of \$36,500.00; and,

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

RESOLUTION #19-351 - 9/23/19

AUTHORIZE THE EXECUTION OF AN EXTENSION OF THE EMPLOYMENT AGREEMENT
BETWEEN THE TOWNSHIP OF NEPTUNE AND THE BUSINESS ADMINISTRATOR

WHEREAS, the Employment Agreement of Vito Gadaleta, Business Administrator, expires on December 31, 2019 and the Township desires to extend said Agreement for a period of one (1) year; and,

WHEREAS, the extension maintains the terms and conditions of the expiring agreement and contains a salary increase equivalent to that of other non-bargaining unit administrative staff whose contracts expire on December 31, 2020;

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Mayor and Clerk be and are hereby authorized to execute an extension of the Employment Agreement of Vito Gadaleta, Business Administrator, said agreement on file in the Office of the Municipal Clerk; defining terms and conditions of employment for the term January 1, 2020 through December 31, 2020; and,

BE IT FURTHER RESOLVED, that this resolution shall serve as formal notification to Vito Gadaleta that his appointment as Township Administrator shall terminate on December 31, 2020; and,

BE IT FURTHER RESOLVED, that a copy of this resolution along with an executed copy of this agreement be forwarded the Business Administrator, 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 SEPTEMBER 23, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-352 - 9/23/19

CONFIRM MAYOR'S APPOINTMENT TO THE BOARD OF LIBRARY TRUSTEES

WHEREAS, due to the resignation of Maureen Pampaloni, there is a vacancy on the Board of Library Trustees,

THEREFORE, BE IT RESOLVED, that the Township Committee hereby confirms the Mayor's appointment of Dyese Davis to the Board of Library Trustees for an unexpired five-year term expiring December 31, 2022; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Library 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 SEPTEMBER 23, 2019



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #19-353 – 9/23/19

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	5,864,927.32
GRANT FUND	22,295.95
TRUST FUND	34,987.38
GENERAL CAPITAL FUND	46,240.81
SEWER OPERATING FUND	1,126,597.23
MARINA OPERATING FUND	30,497.27
LIBRARY TRUST	806.75
BILL LIST TOTAL	\$7,126,352.71

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 SEPTEMBER 23, 2019



Richard J. Cuttrell, Municipal Clerk