

TOWNSHIP COMMITTEE WORKSHOP MEETING – AUGUST 23, 2021 – 6:00 P.M.

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

ROLL CALL

PRESENT/ABSENT

Keith Cafferty
Robert Lane, Jr.
Nicholas Williams
Tassie D. York
Dr. Michael Brantley

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

Mayor Brantley 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 May 27, 2021, 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 is posted on the Township web site (www.neptunetownship.org) and the meeting is being streamed live via townhallstreams.com.

ITEMS FOR DISCUSSION IN OPEN SESSION

1. Discussion – Amendments to the noise ordinance.

2. Discussion – Amendments to mercantile/mobile food vendor ordinance.

3. Discussion – Amendments to dumpster ordinance.

4. Review Committee calendars.

Res. # 21-286 – Authorize an Executive Session as authorized by the Open Public Meetings Act.

Offered by: _____ Seconded by: _____

Vote: Cafferty, _____; Lane, _____; Williams, _____; York, _____; Brantley, _____.

RESOLUTION #21-286 – 8/23/21

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 – Vacancy on Fletcher Lake Commission

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 – AUGUST 23, 2021 – 7:00 P.M.

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

ROLL CALL

PRESENT/ABSENT

Keith Cafferty	_____
Robert Lane, Jr.	_____
Nicholas Williams	_____
Tassie D. York	_____
Dr. Michael Brantley	_____

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 Brantley 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 May 27, 2021, 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, ordinances, and resolutions are posted on the Township web site (www.neptunetownship.org) and the meeting is being streamed live via townhallstreams.com.

APPROVAL OF MINUTES – Motion offered by _____, seconded by _____, to approve the minutes of the July 26th meeting.

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

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

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

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

ORDINANCE NO. 21-39 – An ordinance to amend Volume I, Chapter VII of the Code of the Township of Neptune by adding resident only handicapped parking zones on Central Avenue and Beach Avenue – Final Reading

Explanatory Statement: This ordinance authorizes a resident only handicapped parking zone adjacent to 40 Pitman Avenue and 16 Lake Avenue.

Public Hearing:

Offered by: _____ Seconded by: _____
Vote: Cafferty, _____; Lane, _____; Williams, _____; York, _____; Brantley, _____.

ORDINANCE NO. 21-40 – An Ordinance to amend Chapter II, Article II, Section 2-5 of the Code of the Township of Neptune entitled ' "Business Administrator" – Final Reading

Explanatory Statement: This ordinance creates the position of Assistant Business Administrator and defines terms and duties of both the Business Administrator and Assistant Business Administrator.

Public Hearing:

Offered by: _____ Seconded by: _____
Vote: Cafferty, _____; Lane, _____; Williams, _____; York, _____; Brantley, _____.

ORDINANCE NO. 21-41 – 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 Central Avenue and removing resident only handicapped parking zones on Asbury Avenue and Atlantic Avenue – First Reading

Explanatory Statement: This ordinances authorizes a resident only handicapped parking in front of 39 Central Avenue and removing existing resident only handicapped parking zones in front of 56 Asbury Avenue and 28 Atlantic Avenue.

Offered by: _____ Seconded by: _____
Vote: Cafferty, _____; Lane, _____; Williams, _____; York, _____; Brantley, _____.

ORDINANCE NO. 21-42 – An ordinance to amend Volume I, Chapter VII, Section 7-10 of the Code of the Township of Neptune by designating Asbury Avenue as a through street – First Reading

Explanatory Statement: This ordinance designates Asbury Avenue in Ocean Grove to a through street which will change the intersections with Delaware Avenue and Pennsylvania from yield intersections to stop intersections.

Offered by: _____ Seconded by: _____
Vote: Cafferty, _____; Lane, _____; Williams, _____; York, _____; Brantley, _____.

The Clerk announces that the Public Hearings on Ordinances 21-41 and 21-42 will be held at the next regularly scheduled meeting on Monday, September 13, 2021.

CONSENT AGENDA

Res. #21-287 – Authorize Revocable License Agreement with Kristine M. Dennis, residing at 9 Cedar Place; Block 5203, Lot 13.

Res. #21-288 – Place lien on 12 West Squirrel Road.

Res. #21-289 – Authorize the cancellation of UDAG mortgages issued to Pathway Partners, LLC d/b/a Pathway Market.

Res. #21-290 – Appoint School Crossing Guards for the 2021-2022 school year.

Res. #21-291 – Authorize emergency repairs to washout at the Summerwood trunkline located behind Shorebrook Circle.

Res. #21-292 – Extend temporary suspension of enforcement of certain provisions of the Township Code to provide local businesses with the Township with expanded outdoor capacity.

Res. #21-293 – Authorize termination of Neptune Township's "conduit" lease with the State of New Jersey at 1828 West Lake Avenue.

Res. #21-294 – Confirm the sale of Township owned property sold at auction to adjoining property owner.

Res. #21-295 – Accept the resignation of Alexis Perez as full-time Administrative Assistant to the Chief Financial Officer and extend offer of employment in a temporary part-time capacity in the same title.

Res. #21-296 – Accept the resignation of Mark Maxwell as a part-time Property Maintenance Worker in the Public Works Department.

Res. #21-297 – Reappoint Special Law Enforcement Officers in the Police Department on a part-time basis.

Res. #21-298 – Authorize emergency repairs to storm water pipe failure and sink holes on Hillside Drive.

Res. #21-299 – Authorize the execution of an Interlocal Service Agreement with the cities of Asbury Park and Long Branch for the submittal and administration of a 2021 Edward Byrne Memorial Justice Assistance Grant.

Res. #21-300 – Employ part-time Yard Attendant in the Department of Public Works.

Res. #21-301 – Authorize the refund of taxes as a result of an overpayment.

Res. #21-302 – Approve removal of Board of Adjustment member due to absenteeism pursuant to N.J.S.A. 40A:9-12.1.

Res. #21-303 – Appoint member to the Board of Adjustment.

Res. #21-304 – Authorize the resurfacing of a portion of Heck Avenue through a Shared Services Agreement with the County of Monmouth.

Res. #21-305 – Authorize the purchase of asphalt for the paving of a portion of Heck Avenue through the State Cooperative Purchasing Program.

CONSENT AGENDA Offered by: _____ Seconded by: _____
Vote: Cafferty, _____; Lane, _____; Williams, _____; York, _____; Brantley, _____.

Res. #21-306 – Appoint Microgrid Project Design Consultant.

Offered by: _____ Seconded by: _____
Vote: Cafferty, _____; Lane, _____; Williams, _____; York, _____; Brantley, _____.

Res. #21-307 – Authorize settlement in the matters of Davis v. Neptune, et als., under Docket No. Mon-L-004209-15; Kyheem Davis v. Neptune Township, et als., under Appellate Docket No. A-001713-19; Law Division Docket No. Mon-L-685-18 and Davis v. Rick Cuttrell, Custodian Of Records for the Township of Neptune, et als., under Docket No. Mon-L-3316-20.

Offered by: _____ Seconded by: _____
Vote: Cafferty, _____; Lane, _____; Williams, _____; York, _____; Brantley, _____.

Res. #21-308 – Authorize the payment of bills.

Offered by: _____ Seconded by: _____

Vote: Cafferty, _____; Lane, _____; Williams, _____; York, _____; Brantley, _____.

Res. #21-309 – Appoint member to the Fletcher Lake Commission.

Offered by: _____ Seconded by: _____

Vote: Cafferty, _____; Lane, _____; Williams, _____; York, _____; Brantley, _____.

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. 21-39

AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY ADDING RESIDENT ONLY HANDICAPPED PARKING ZONES ON CENTRAL AVENUE AND BEACH 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>
Central Avenue	1	West side of Central Avenue beginning 10 feet north of the northwest intersection of Central Avenue and Pitman Avenue
Beach Avenue	1	West side of Beach Avenue beginning 40 feet north of the northwest intersection of Beach Avenue and Spray Avenue

SECTION 2

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

APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

Richard J. Cuttrell,
Municipal Clerk

Dr. Michael Brantley,
Mayor

ORDINANCE NO. 21-40

AN ORDINANCE TO AMEND CHAPTER II, ARTICLE II,
SECTION 2-5 OF THE CODE OF THE TOWNSHIP OF
NEPTUNE ENTITLED, "BUSINESS ADMINISTRATOR"

BE IT ORDAINED by the Township Committee of the Township of Neptune of the County of Monmouth in the State of New Jersey that Chapter II, Article II, Section 2-5 of the Code of the Township of Neptune be and is hereby amended to read as follows:

Section 1. § 2-5 BUSINESS ADMINISTRATOR.

§ 2-5.1 Creation of Office of Business Administrator.

The office of Business Administrator is hereby created in and for the Township pursuant to the provisions of N.J.S.A. 40A:9-136, et seq. The duties of the Business Administrator shall be those set forth in § 2-5.7, in addition to those other duties as shall be assigned by the Township Committee from time to time.

§ 2-5.2 Assistant Business Administrator.

There is hereby created the position of Assistant Business Administrator. The duties of the Assistant Business Administrator shall be those set forth in 2-5.7, in addition to those other duties as shall be assigned by the Business Administrator or Township Committee from time to time. The Business Administrator shall ensure that the Assistant Business Administrator has sufficient involvement and familiarity with the day-to-day operations of the Township such that he or she is ready and able to assume the duties of the Business Administrator in the absence of the Business Administrator.

§ 2-5.3 Appointment; Vacancy; Absence or Disability.

a. The Business Administrator and the Assistant Business Administrator shall be appointed by a majority of the Township Committee and shall serve at the pleasure of the Township Committee.

b. Any vacancy in these offices shall be filled by appointment of the Township Committee.

c. Absence or Disability: During the absence or disability of the Business Administrator, the Assistant Business Administrator shall perform the duties of this office during such absence or disability. Such absence or disability shall be limited to three (3) months after which time, such absence or disability may be deemed a vacancy.

d. The Business Administrator and the Assistant Business Administrator shall not be removed from office except in accordance with N.J.S.A. 40A:9-138, and N.J.S.A. 40A:63-7.1, which statutes are incorporated herein by reference.

§ 2-5.4 Qualifications and Requirements.

a. The Business Administrator and the Assistant Business Administrator shall be appointed on the basis of their executive and administrative abilities and qualifications, with special regard to education, training and experience in governmental affairs, including the interworking of governmental agencies and boards.

b. (Reserved)

c. The Business Administrator and Assistant Business Administrator shall be appointed to serve and each shall devote their full time to the duties of this office, except that nothing herein shall prevent the Business Administrator or Assistant Business Administrator from also holding another municipal office of the Township and fulfilling the duties thereof.

§ 2-5.5 Salaries.

The Business Administrator and the Assistant Business Administrator shall receive such salaries as may be established by the Township Committee in the annual salary ordinance.

§ 2-5.6 Supervision of Business Administrator.

The Business Administrator shall be the Chief Administrative Officer of the Township. The Assistant Business Administrator shall be the Deputy Chief Administrative Officer of the Township. The Business Administrator and Assistant Business Administrator shall, at all times, be under the supervision of and responsible to the Township Committee for all actions relevant to the duties and responsibilities of these offices to the extent not prohibited by law.

§ 2-5.7 Duties.

The Business Administrator, and the Assistant Business Administrator under the supervision and direction of the Business Administrator, for the purpose of carrying out their responsibilities, shall develop, promulgate and implement, with the approval of the Township Committee, sound administrative, personnel and purchasing practices and procedures for all departments, offices and agencies of the Township, and shall to that end:

a. Study, recommend, implement and enforce personnel organization and policy of the Township and its departments, in accordance with Chapter 9 of the Township Code.

b. Study, recommend, implement and enforce administrative procedures and policies of the Township and its departments after consultation with department heads.

c. Study, recommend, implement and enforce purchasing procedures and policies of the Township and its departments after consultation with department heads.

d. Study, recommend, implement and enforce procedures and policies of the Township and departments for receipt, dissemination and collation of, and responses to, communications and information after consultation with department heads.

e. Assign responsibility for departmental action and coordinate intradepartmental operations as authorized by the Township Committee.

f. Study, recommend, implement and enforce the procedures and policies of the Township and its departments for the coordination, compiling, editing and prompt dissemination and release of public information, upon the recommendation and authorization of the Township Committee.

g. See that all terms and conditions imposed in favor of the Township or its inhabitants in any statute or contract are faithfully kept and performed and, upon knowledge of any violation, call the same to the attention of the Township Committee.

h. Study, recommend, implement and enforce the financial procedures and policies of the Township and its departments after consultation with department heads.

i. Conduct a continuous study of all activities and operations of the Township government and recommend changes for the purpose of increasing efficiency and effectiveness; prescribe such rules and regulations as they shall deem necessary with the approval of the Township Committee for the conduct of administrative procedures, and revoke, suspend or amend any such rules or regulations, subject to approval of the Township Committee in all background matters to assist it with the establishment of policy.

j. To require the various departments to effect an adequate inventory of all equipment, materials and supplies in stock, and to recommend sale of any surplus, obsolete or unused equipment when authorized by the Township Committee.

k. The Business Administrator and Assistant Business Administrator shall make studies and surveys of such municipal problems of the Township as shall be assigned to them by the Township Committee, and prepare and submit written reports of their findings and determinations to the Township Committee for consideration and action. The Business Administrator and Assistant Business Administrator shall be responsible to see that any complaints concerning the functions and obligations of the Township made by any of its residents, citizens or taxpayers are promptly attended to, a written record kept of such complaints when made, and when and what action was taken in response thereto.

l. The Business Administrator and Assistant Business Administrator shall perform such other duties as may be specifically assigned to them by the Township Committee.

m. The Business Administrator and Assistant Business Administrator shall attend all public meetings of the Township Committee and any other meetings when so requested by the Township Committee.

n. The Business Administrator and Assistant Business Administrator shall assist the Township Committee in the preparation of the annual Township operating and capital budgets to be considered and adopted by the Township Committee.

o. The Business Administrator and Assistant Business Administrator shall keep the Township Committee informed as to Federal aid projects, State aid projects and any other aid programs for which the Township may qualify

§ 2-5.8 Powers of Municipal Officials Not Impaired.

Nothing in this section shall derogate from or authorize the Municipal Business Administrator to exercise the powers and duties of the elected and appointed officials or employees.

Section 2. This amendatory ordinance shall take effect 20 days after the first publication thereof after final adoption as provided by law.

APPROVED ON FIRST READING:

APPROVED, PASSED AND ADOPTED:

ATTEST:

Richard J. Cuttrell
Municipal Clerk

Dr. Michael Brantley
Mayor

ORDINANCE NO. 21-41

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 CENTRAL AVENUE AND REMOVING RESIDENT ONLY HANDICAPPED PARKING ZONES ON ASBURY AVENUE AND ATLANTIC AVENUE

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

SECTION 1

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

<u>Name of Street</u>	<u>No. of Spaces</u>	<u>Location</u>
Central Avenue	1	West side of Central Avenue beginning 42 feet south of the southwest intersection of Central Avenue and Pitman 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>
Atlantic Avenue	1	South side of Atlantic Avenue beginning 168 feet east of the southeast intersection of Atlantic Avenue and Central Avenue
Asbury Avenue	1	South side of Asbury Avenue beginning 71 feet west of the southwest intersection of Asbury Avenue and Pilgrim Pathway

SECTION 3

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

APPROVED ON FIRST READING:

APPROVED, PASSED, AND ADOPTED:

Richard J. Cuttrel,
Municipal Clerk

Dr. Michael Brantley,
Mayor

ORDINANCE NO. 21-42

AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII, SECTION 7-10 OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY DESIGNATING ASBURY AVENUE AS A THROUGH STREET

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 7-10 – Through Streets, is hereby amended by amending the following:

<u>Name of Street</u>	<u>Limits</u>
Asbury Avenue	Between Benson Avenue and Pilgrim Pathway

(References in Section 7-10 to yield intersections on Delaware Avenue and Pennsylvania Avenue at Asbury Avenue are hereby repealed and superseded by the above)

SECTION 2. This ordinance shall take effect upon publication in accordance with law.

APPROVED ON FIRST READING

APPROVED, PASSED, AND ADOPTED:

Richard J. Cuttrel,
Municipal Clerk

Dr. Michael Brantley,
Mayor

RESOLUTION #21-287 – 8/23/21

AUTHORIZE REVOCABLE LICENSE AGREEMENT WITH KRISTINE M. DENNIS,
RESIDING AT 9 CEDAR PLACE; BLOCK 5203, LOT 13

WHEREAS, KRISTINE M. DENNIS, her successors and assigns, with property located at 9 Cedar Place Neptune Township, New Jersey, and more specifically identified as Block 5203, Lot 13, on the tax map of the Township of Neptune has requested a Revocable License Agreement be entered into between Neptune Township, and KRISTINE M. DENNIS, her successors and assigns, in Neptune Township concerning encroachment upon a Municipal Right-of-Way; and

WHEREAS, KRISTINE M. DENNIS, is seeking a license to provide and to maintain a retaining wall within the Municipal Right-of-Way, located on the Prospect Avenue side of the subject property, which the property owner intends to continue use of, subject to removal should the controlling authority have reasonable cause to believe that such an encroachment need to be removed from the aforesaid Municipal Right-of-Way, and subject to a Revocable License Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes a Revocable License Agreement with KRISTINE M. DENNIS, her successors and assigns, with property located at 9 Cedar Place, Neptune Township, New Jersey, and more specifically identified as Block 5203, Lot 3, Neptune Township, New Jersey, a true copy of said proposed Agreement is attached hereto as Exhibit "A," subject to the conditions of the Agreement and prior review of the Township Engineer and approval of this Agreement as a minor encroachment, with a one-time payment to the Township of Neptune of \$150.00 for preparation of the Revocable License Agreement for a minor encroachment, plus costs of recording of said Revocable License Agreement in the Clerk's Office of Monmouth County, paid to the Law Office of Gene J. Anthony, Esq., and subject to all other requirements in the aforesaid Revocable License Agreement; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute the Agreement, and return to the Township Attorney for recording; and,

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

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-288 - 8/23/21

PLACE LIEN ON VARIOUS PROPERTIES

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

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

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

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

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

<u>BLOCK/LOT</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
3409/3	12 West Squirrel Road	\$ 540.00

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

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-289 - 8/23/21

AUTHORIZE THE CANCELLATION OF UDAG MORTGAGES ISSUED TO
PATHWAY PARTNERS, LLC D/B/A PATHWAY MARKET

WHEREAS, the Township of Neptune holds two mortgages dated October 30, 2003 in the amounts of \$10,000.00 and \$5,000.00 in connection with a UDAG reciprocal loan granted to Pathway Partners, LLC d/b/a Pathway Market; and,

WHEREAS, the loan has been paid in full and the Township desires to cancel said mortgages,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the Mayor and Clerk be and they are hereby authorized to execute two cancellations of mortgages in connection with the UDAG reciprocal loan granted to Pathway Partners, LLC d/b/a Pathway Market, dated October 30, 2003, in the amounts of \$10,000.00 and \$5,000.00; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Grants Coordinator and RCA Attorney.

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-290 - 8/23/21

APPOINT SCHOOL CROSSING GUARDS FOR THE 2021-2022 SCHOOL YEAR

WHEREAS, there is a need for School Crossing Guards for the 2021-2022 school year; and,

WHEREAS, the Chief of Police and Human Resources Director have made their recommendation to rehire certain crossing guards that served during the 2020-2021 school year and add several individuals so that all crossings are covered; and,

WHEREAS, funds for this purpose are available in the 2021 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 be and they are hereby reappointed as School Crossing Guards for the 2021-2022 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:

Thomas Blewitt, Sr.	William Bloxon	Jeffrey Brenan	Carmelo Gonzalez
Gail Hepburn	Tonya Hill	Juanita Jones	Rosalee Lane
Barbara McGuire	Everett Mitchell	Chester Moreski	Pam Moreski
Loren Moses	Amelia Okpanachi	Robert Perkins	Alfreda Wright
Rose Ann Rode	Joseph SanFelice	Caroline Vandervort	Fred Kern
Kathleen Eldridge	Ernest Dickerson	Avis Williams	

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 AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-291 - 8/23/21

AUTHORIZE EMERGENCY REPAIRS TO WASHOUT AT THE SUMMERWOOD
TRUNKLINE LOCATED BEHIND SHOREBROOK CIRCLE

WHEREAS, on August 5, 2021, the Sewer Utility Supervisor advised of his discovery of a washout at the Summerwood trunkline located behind Shorebrook Circle; and,

WHEREAS, this washout was caused by a failure within the storm drainage system that has severely eroded the access road and caused significant undermining to two sanitary sewer lines which convey sewerage to the TNSA treatment plant; and,

WHEREAS, the Sewer Utility Supervisor has determined that an emergency exists and immediate repairs are necessary to prevent failure of the sanitary sewer lines which would result in discharge into the Jumping Brook waterway; and,

WHEREAS, Lucas Brothers, Inc. was called to the site and they determined that they could make the necessary repairs by the end of the next day; and,

WHEREAS, Lucas Brothers, Inc. provided a quote of \$16,500.00 to make the necessary repairs; and,

WHEREAS, funds for this purpose are available in Ordinance No. 19-29 (\$15,000.00) and Ordinance No. 20-19 (\$1,500.00), and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby declares that emergency conditions exist as the result of a washout and subsequent erosion at the Summerwood trunkline located behind Shorebrook Circle which threatens the failure of two sanitary sewer lines; and,

BE IT FURTHER RESOLVED, that based upon the recommendation of the Sewer Utility Supervisor, authorization for Lucas Brothers, Inc. to make the necessary repairs at an amount not to exceed \$16,500.00 be and is hereby confirmed; and,

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

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-292 - 8/23/21

EXTEND TEMPORARY SUSPENSION OF ENFORCEMENT OF CERTAIN PROVISIONS OF THE TOWNSHIP CODE TO PROVIDE LOCAL BUSINESSES WITHIN THE TOWNSHIP WITH EXPANDED OUTDOOR CAPACITY

WHEREAS, On June 15, 2020, the Township Committee adopted Resolution #20-210 to suspend enforcement of certain provisions of the Township Code to provide local businesses the ability to expand outdoor capacity in light on the on-going pandemic; and,

WHEREAS, the Township finds that an extension of the temporary suspension of enforcement of certain regulations within the Township will provide businesses with expanded space to operate for the protection of business owners, employees, customers, and Township residents;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune that the provisions of Resolution #20-210 be and are hereby restated and extended as follows:

(1) Nothing herein shall be construed or interpreted inconsistently with or in violation of any Executive Order issued by the Governor of the State of New Jersey, or any other law, rule, regulation, guideline, directive, or notice from any authority to which the Township is subject or would otherwise be bound or guided.

(2) Upon the lifting of restrictions upon restaurants/businesses, and in accordance with any guidelines issued by Federal, State, County and other authorities, restaurants/businesses with an active mercantile license and having a physical location within the Township may temporarily expand their existing operations through the use of outdoor space(s) owned by the business, including, but not limited to, backyards, side yards, parking lots, and patios, to provide additional space for proper social distancing during the re-opening of said businesses. This shall not include operating on the Township right-of-way.

(3) Upon the lifting of restrictions upon restaurants/businesses, and in accordance with any guidelines issued by Federal, State, County and other authorities, restaurants/businesses with an active mercantile license and having a physical location within the Township may temporarily expand their existing operations through the cooperative use or combination(s) of their existing space and operations for purposes that enhance social distancing, including, but not limited to, one business allowing another to use unneeded space on its premises or two businesses cooperating to dedicate pick-up and drop-off space for customers.

(4) Upon the lifting of restrictions upon restaurants/businesses, and in accordance with any guidelines issued by Federal, State, County and other authorities, Township may temporarily close off portions of a municipal right-of-way or cart-way, subject to providing adequate pedestrian passage, to permit restaurants/businesses with an active mercantile license and having a physical location within the Township to temporarily expand their existing operations for purposes that enhance social distancing.

(5) Upon the lifting of restrictions upon restaurants/businesses, and in accordance with any guidelines issued by Federal, State, County and other authorities, restaurants/businesses with

an active mercantile license and having a physical location within the Township may temporarily expand their existing operations into existing or adjacent indoor space(s) that may be vacant or otherwise prohibited from such use(s) for non-life hazard and non-safety reasons under the Township Code.

(6) Upon the lifting of restrictions upon restaurants/businesses, and in accordance with any guidelines issued by Federal, State, County and other authorities, the Township shall temporarily make all Township-owned outdoor spaces available to businesses with an active mercantile license and a physical location within the Township to utilize, including, but not limited to, educational or enrichment programs, recreational groups, health and wellness classes, and children's camps, for purposes that enhance social distancing.

(7) Upon the lifting of restrictions upon restaurants/businesses, and in accordance with any guidelines issued from Federal, State, County and other authorities, the Township shall temporarily permit restaurants/businesses with an active mercantile license and a physical location within the Township to display additional signage and advertisements in furtherance of the purposes set forth herein.

(8) Any restaurant/business with an active mercantile license and a physical location within the Township may seek approval for the use(s) and/or operation(s) described hereinabove through the process described for the submission of a Special Events Permit Application under Section 4-19 of the Township Code, and all provisions of said Section shall be applicable thereto, except that:

(a) Under Section 4-19.3 thereof, the initial decision on such application(s) shall be determined by Business Administrator, in consultation with the Zoning Officer, Code Enforcement Officer, or Chief of Police, as may be applicable.

(b) Under Section 4-19.6 thereof, the Zoning Officer, Code Enforcement Officer, and Chief of Police are hereby granted the concurrent power to revoke any such permit.

(9) Approved outdoor areas for restaurants/businesses shall be permitted to operate until 10:00 p.m. daily. No patrons are permitted to remain in the outdoor area for any reason after 10:00 p.m. Outdoor music shall not be permitted at any time.

(10) BYOB of beer, wine and malt beverages shall be permissible in the outdoor restaurant area. For establishments with an alcohol beverage consumption license, the establishment must apply for the COVID-19 outdoor expansion permit through the ABC's on-line licensing system and receive approval from the Chief of Police and Municipal Clerk.

(11) The Mayor and Township Committee hereby instruct and direct the Township's Zoning Officer, Code Enforcement Officer, and Chief of Police to interpret and construe any and all applicable provisions and conditions of Chapter 3: "Police Regulations" and Chapter 4: "Business & Licensing Regulations" and Chapter 13: "Streets and Sidewalks" and Chapter 23: "Parks and Recreational facilities" and the Township Land Use Ordinance to further the purposes set forth in this Resolution, provided that nothing herein shall be construed to limit the aforementioned Officers' lawful jurisdiction(s) or interfere with the aforementioned Officers' duties and responsibilities according to law.

(12) This Resolution shall take effect immediately for the purposes of receiving applications in anticipation of the re-opening of restaurants/businesses, provided, however, that no permits

shall be issued and no modified business operations shall commence hereunder until such time as authorized by Federal, State, County and other applicable authorities. Any permit issued through the provisions of this resolution shall expire on December 31, 2021, unless rescinded by separate resolution, and any signage, improvements, tables, and chairs added as a result of this permit must be immediately removed.

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the Business Administrator, Emergency Management Coordinator, Zoning Officer, Code Enforcement Officer, Chief of Police, and as many Neptune businesses as is feasible for the Township 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 AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-293 – 8/23/21

AUTHORIZE TERMINATION OF NEPTUNE TOWNSHIP'S "CONDUIT" LEASE WITH THE STATE OF NEW JERSEY AT 1828 WEST LAKE AVENUE

WHEREAS, the Township, as part of the West Lake Redevelopment and the construction of a building at 1828 West Lake Avenue, entered into a Lease Agreement known as a "Conduit" Lease Agreement between the State of New Jersey and the owner of the subject property in order to allow the leasing of the subject property by the State of New Jersey; and

WHEREAS, the Township Committee adopted Resolution No. 17-434 on November 9, 2017 acknowledging that Cityworks West Lake, LLC as a Redeveloper entered into a Redevelopment Agreement with Neptune Township on June 13, 2005 with regard to the West Lake Redevelopment Area, and then a Lease Agreement with Neptune Township as a tenant on property located at 1800 – 1839 West Lake Avenue; and

WHEREAS, West Lake Neptune, LLC and West Lake Neptune II, LLC purchased the subject property and succeeded in interest to Cityworks West Lake, LLC as the Landlord of the subject property; and

WHEREAS, the new owner sought financing that required Neptune Township to execute a Subordination, Attornment and Non-Disturbance Agreement and Tenant Estoppel Certificate in 2017; and

WHEREAS, the circumstances requiring the "Conduit" Lease Agreement no longer exist, and it would be in the best interest of Neptune Township and to the Landlord/Owner to terminate the "Conduit" Lease Agreement by mutual consent. See new Lease Amendment attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, County of Monmouth, and State of New Jersey, that the governing body hereby authorizes the termination of any Lease Agreement involving Neptune Township and other parties located at 1828 West Lake Avenue, Neptune Township, effective the date of this Resolution; and

BE IT FURTHER RESOLVED, that the Township Committee hereby authorizes the Mayor and Clerk to execute any document necessary to finalize the aforesaid termination.

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

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

LEASE AMENDMENT 1

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A

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

SUBLEASE AMENDMENT I

DATE OF EXECUTION: _____

Lease No 4593

THIS FIRST SUBLEASE AMENDMENT AGREEMENT ("Sublease Amendment I") is made and entered into on the above Date of Execution by and between West Lake Neptune LLC and West Lake Neptune II, LLC (as successor-in-interest to Coba, Inc., as successor in interest to TD Bank, N.A., as successor in interest to City Works Neptune Office, LLC, (hereinafter referred to as the "Lessor"), and the Director, Division of Property Management and Construction, (hereinafter referred to as "DPMC") on behalf of the State of New Jersey (hereinafter referred to as the "State").

WITNESSETH:

WHEREAS, the predecessor of Lessor entered into a lease dated _____ with the Township of Neptune ("Township") for the rental of the Building (as hereinafter defined) for a term of _____ years ("Prime Lease"); and

WHEREAS, the State and the Township of Neptune entered into a certain Sublease identified as Sublease No. 4593 dated August 28, 2008, for the rental of 14,660 square feet of space on the third (3rd) floor of a building commonly known as 1820 West Lake Avenue, Neptune, New Jersey 07753 (hereinafter referred to as the "Building"); for a ten (10) year term commencing June 1, 2010, and expired May 31, 2020 with an option to renew for two (2) term of five (5) years each; and

WHEREAS, the parties executed a certain Clarification of Lease Terms dated February 22, 2011; and

WHEREAS, the State executed a certain Estoppel Certificate dated November 2, 2017; and

WHEREAS, the parties executed a certain Assignment and Assumption Agreement dated December 14, 2017; and

WHEREAS, the parties executed a certain Subordination, Non-Disturbance and Attornment Agreement dated September 24, 2018; and

WHEREAS, the parties executed a certain Letter Agreement dated August 20, 2020 exercising the initial option and extending the Sublease; and

WHEREAS, the above-mentioned documents are hereinafter collectively referred to as the "Sublease"; and

WHEREAS, the Lessor and the Township have entered into a termination of the Prime Lease agreement dated _____ by which the Township has surrendered all of its right, title and interest as the

tenant under the Prime Lease as set forth on Exhibit ; and

WHEREAS, the Township of Neptune has assigned all of its right, title and interest in its sublease to the Lessor dated [redacted] by which the Lessor and the State will now have a direct contractual relationship as set forth on Exhibit ; and

WHEREAS, the sublease shall now constitute a direct lease between the Lessor and the State; and

WHEREAS, the Lessor and the State have agreed to certain additional amendments to the Sublease, which are specifically described within this Sublease Amendment I, and generally are as follows: exercise renewal options; define Lessor's work; reduce square footage of Demised Premises to accommodate the change in agency from the Division of Taxation to the Division of Parole; reduce rent arising from reduction of space; and

WHEREAS, the parties have reached a verbal agreement upon the provisions, covenants, terms, and conditions necessary to achieve the above-mentioned changes and modifications to the existing Lease and wish to memorialize said agreement in writing;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the parties covenant and mutually agree as follows:

1. **Incorporation.**

All of the above recitals are incorporated as if set forth herein.

2. **Capitalized Terms.**

All capitalized terms not defined in this Sublease Amendment I shall have the same meaning as ascribed to them in the Sublease.

3. **Lease Amendments.**

The "Effective Date" of this Sublease Amendment I shall be effective as of the Date of Execution. Unless otherwise specified, each of the following modifications to the Sublease made herein shall be effective as of the Effective Date of this Sublease Amendment I.

A. **Demised Premises.**

Section 2.1 of the Sublease is modified by deleting the existing paragraphs and insert the following in its place so as to reduce the size of the Demised Premises from 14,660 square feet occupied by the Division of Taxation to 11,182 square feet to be occupied by the Division of Parole (the "New Demised Premises"):

§§2.1 Upon the Commencement Date of the New Demised Premises as set forth in Section 3F(3) hereof, the Lessor demises and leases to the State and the State hires and takes from the Lessor an amount of space on a portion of the (3rd) third floor not to exceed 11,182 square feet

of office space as measured by the Lessor in accordance with State Standard Specifications for Rented Premises attached to the existing Sublease as Schedule B and as shown on the Exhibit A floor plan.

§§2.2 Prior to occupancy by the State, or thereafter, the Lessor and DPMC hereby agree to perform a final measurement of the New Demised Premises based on the measurement standards specified in Schedule B. The parties hereby agree that in no event shall the square footage of said final measurement exceed the total square footage referenced above. In the event the final measurement is less than 11,182 square feet, the parties hereby agree to promptly execute a Clarification of Lease Terms, which shall thereafter become part of this Lease, to verify the actual reduced square feet of space, the annual rental payment, and the monthly rental payment based on the actual reduced square feet of space.

B. Term.

Section 6.1 of the Sublease is modified by adding to the end thereof the following:

§§6.1.1 The State hereby exercises its second (2nd) renewal option pursuant to the Sublease. The renewal option will commence June 1, 2025 and expire on May 31, 2030. The renewal term shall be referred to herein as the "Second Renewal Term"

C. Rent.

Section 10.1 of the Sublease as amended modified to reduce the annual rental as a result of the reduction of square footage of the New Demised Premises by adding to the end, thereof the following:

§§10.1

First Renewal Term	Square Foot	Rate Per Square Foot	Monthly Rent	Annual Rent
Commencement Date - May 31, 2025	11,182	\$25.50	\$23,761.75	\$285,141.00
Second Renewal Term:	Square Foot	Rate Per Square Foot	Monthly Rent	Annual Rent
June 1, 2025 - May 31, 2030	11,182	\$28.07	26,156.56	\$313,878.74

10.4. The rent is payable in equal monthly payments on the first (1st) day of each and every month during the First and Second Renewal Terms in the manner provided by the laws of the State of New Jersey governing the disbursement of public funds. Said annual rental is for an amount of space not to exceed 11,182 square feet of space.

D. State's Share of Occupancy

Section 42 of the Sublease is modified by deleting the existing paragraphs and insert the following in its place:

§42.1 Upon the Commencement Date of the New Demised Premises, the Lessor and the State hereby agree that the State's pro rata share of occupancy shall be twenty three and thirty one hundredths (23.31%) percent of the office space and inside common area of the Building. In the event there is any change which will affect the State's percentages of occupancy, the Lessor hereby agrees to notify DPMC immediately in writing, and the parties hereby agree to renegotiate this Section in good faith. The parties agree that the Building measures 47,972 square feet.

~~The State's pro rata share of occupancy should be used for determining the costs of payment of increases in real estate tax and common area charges and utility costs under the Lease, applied from the Commencement Date of the New Demised Premises. For purposes of all charges, the Base Year shall be June 1, 2017 – May 31, 2018.~~

E. Lessor's Work

The Lessor at its sole cost and expense, agrees to complete the improvements to the New Demised Premises as described in the Scope of Work attached hereto as Exhibit B and Exhibit C and in accordance with State Standard Specifications for Rented Premises. The Division of Parole through Department of Property Management and Construction, shall reimburse the Lessor an amount not to exceed \$127,952.00 for the portion of the fit-out cost of construction described on Exhibit C only (the "Fit-Out Payment"). All other construction costs associated with this Sublease pursuant to Exhibit B and delivery of the New Demised Premises to the State shall be the sole responsibility of the Lessor. As a condition of the Fit-Out Payment, Lessor shall submit to the State all required documentation as required in Sections 52 through 58 of this Sublease. Lessor agrees that the work shall commence immediately following Division of Taxation vacating the Demised Premises on or about August 31, 2021, subject to the provisions of Section 3F(1) hereof. There shall be no abatement of rent due under the existing Lease terms during the fit-out construction.

F. Surrender.

1. Upon completion of the fit-out for the New Demised Premises, the State will vacate and surrender to the Lessor the portion of the Demised Premises located on the third (3rd) Floor of the Building formerly occupied by Division of Taxation (the "Surrendered Space"), without the payment of any termination fee or other fees or costs whatsoever and in good order in accordance with the terms of the Lease. The Lessor and the State hereby agree (i) that the Surrendered Space contains 3,478 square feet and (ii) the New Demised Premises will be occupied by the Division of Parole.

2. Commencement Date of the New Demised Premises and payment of the new monthly rent shall be the first day of the first full month during which the Division of Parole occupies the New

Demised Premises for the purpose of conducting the State's business. Occupancy of the New Demised Premises will occur upon the completion of the space therein. The term "completion" shall mean that (i) the Fit-Out of the New Demised Premises has been constructed in compliance with both Exhibit B and Exhibit C, including any "punch list" items; (ii) it being mutually agreed by the parties that the work shall be deemed completed notwithstanding the fact that minor or insubstantial details of construction and/or minimal adjustment and/or decorative items remain to be performed, and (iii) a temporary or permanent Certificate of Occupancy has been issued for the Additional Space. If the Division of Parole first occupies the New Demised Premises other than on the first day of a month then the State shall make a pro-rated payment on an amount of space not to exceed 11,182 square feet and shall no longer be obligated to make any further rent or any other payments for the Surrendered Space. Until the Commencement Date of the New Demised Premises, the State shall continue current payment of rent under the Sublease.

4. Brokerage Commission.

Lessor and State warrant and represent to the other that such party has not dealt with any broker, agent, or other party who might be deemed to be entitled to a commission or finder's fee in connection with the transaction contemplated under this Sublease Amendment I. In the event a commission or finder's fee is due, Lessor shall pay, at its sole cost and expense, a commission to Lessor's Broker pursuant to a separate written agreement between Lessor and Lessor's Broker.

5. Merger.

The Sublease and this Sublease Amendment I shall constitute the complete understanding between the parties and supersedes all prior agreements and understanding.

6. Lease in Full Force.

Except to the extent modified herein, the consideration, acts, promises, agreements and provisions to be executed and performed by each party to the Sublease, as originally provided therein, or as previously amended, shall remain in full force and effect. If there is a conflict between the terms of the documents comprising the Sublease then this Sublease Amendment I shall control.

7. Modifications in Writing.

All modifications of the Lease including this Sublease Amendment I must be made in writing and signed by the parties.

8. Laws of the State of New Jersey.

This Sublease Amendment I and all documents and actions relating hereto shall be governed by the laws of the State of New Jersey, without regard to conflicts of laws. The courts of New Jersey shall have exclusive jurisdiction.

9. Counterparts.

This Sublease Amendment I may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts when taken together shall constitute but one agreement. Executed copies of this Sublease Amendment I delivered by facsimile or by portable document format through electronic mail (including, without limitation, DocuSign) shall be binding upon the party executing and delivering the same as if it were an original.

10. Attached Schedules and Exhibits

All of the terms, covenants and conditions of the following schedules are attached to this Sublease Amendment I and incorporated herein by reference and shall be deemed a part of this Sublease Amendment I as though fully set forth in the body of this Sublease Amendment I:

- Exhibit A Floor Plan
- Exhibit B Scope of Work - Lessor
- Exhibit C Scope of Work - Parole

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto, duly authorized, have executed this Sublease Amendment I as of the date of the last signing party, which date shall be entered on the first page of this Sublease Amendment I (hereinafter referred to as the "Date of Execution of Sublease Amendment I").

FOR THE SUBLESSOR

ATTESTED BY:

Township of Neptune

Commented [BS[1]: Same comment on page 1 re Lessor.

Name: _____
Title: _____

Name: _____
Title: _____

Date signed: _____

Date signed: _____

I, _____, certify that I am the _____ of the corporation
(Name) (Title)
named as Lessor in this Sublease Amendment I, that _____ who signed this
(Name)
Sublease Amendment I on behalf of the Lessor, was then _____, an officer
(Title)
of said corporation on the date this Sublease Amendment I was signed, that
_____ was duly authorized to sign this Sublease Amendment I for and on
(Name)
behalf of said corporation by authority of its governing body, and that this Lease is within the scope
of its corporate powers.

Corporate Seal

Name: _____
Title: _____

Commented [BS[2]: Need to add signature line for Westlake to accept SOW

Date signed: _____

FOR THE STATE OF NEW JERSEY

ATTESTED BY:

Christopher Chianese, Director
Division of Property Management and Construction

Date signed: _____ Date signed: _____

ATTESTED BY:

Catherine Brennan, Deputy State Treasurer

Date signed: _____ Date signed: _____

APPROVED AS TO FORM:
GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: _____ Date signed: _____
Gary A. Kotler
Deputy Attorney General

RESOLUTION #21-294 - 8/23/21

CONFIRM THE SALE OF TOWNSHIP OWNED PROPERTY SOLD AT AUCTION
TO ADJOINING PROPERTY OWNER

WHEREAS, as authorized by Ordinance No. 21-17, the Township of Neptune conducted a public sale of non-conforming Township owned property to adjoining property owners only on June 30, 2021; and,

WHEREAS, said property was sold to the highest bidder who has submitted the required deposit,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the sale of the following property be and is hereby confirmed:


<u>BLOCK/LOT</u>	<u>ADDRESS</u>	<u>PURCHASER</u>	<u>AMOUNT</u>
402/7	1324 10th Avenue	Juan Carlos Riano Zuniga	\$ 52,600.00

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute a Deed conveying each property and Affidavit of Title on behalf of the Township of Neptune, County of Monmouth, a municipal body corporate of the State of New Jersey.

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

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-295 - 8/23/21

ACCEPT THE RESIGNATION OF ALEXIS PEREZ AS FULL-TIME ADMINISTRATIVE ASSISTANT TO THE CHIEF FINANCIAL OFFICER AND EXTEND OFFER OF EMPLOYMENT IN A TEMPORARY PART-TIME CAPACITY IN THE SAME TITLE

WHEREAS, the Chief Financial Officer has received a letter from Alexis Perez resigning as Administrative Assistant to the Chief Financial Officer effective August 20, 2021; and,

WHEREAS, the Chief Financial Officer has undertaken the process to interview and recommend a replacement for this position; and,

WHEREAS, in the interim, Alexis Perez is willing to work in this title on a part-time temporary as-needed basis to assist in the transition and training period as well as ensure that the Township's federal grant reporting is completed in a timely manner; and,

WHEREAS, the Chief Financial Officer recommends that this part-time temporary employment be authorized; and,

WHEREAS, funds for this purpose are available in the 2020 municipal budget in the appropriation entitled Financial Administration S&W and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of Alexis Perez as full-time Administrative Assistant to the Chief Financial Officer is hereby accepted effective August 20, 2021; and,

BE IT FURTHER RESOLVED, that an offer of employment be and is hereby extended to Alexis Perez as a part-time temporary Administrative Assistant to the Chief Financial Officer on an as-needed basis at an hourly rate of \$27.75 for the period from August 23, 2021 through December 31, 2021; and,

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

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-296 - 8/23/21

ACCEPT THE RESIGNATION OF MARK MAXWELL AS A PART-TIME
PROPERTY MAINTENANCE WORKER IN THE PUBLIC WORKS DEPARTMENT

WHEREAS, the Human Resources Director has received a letter from Mark Maxwell resigning as a part-time Property Maintenance Worker in the Public Works Department effective August 16, 2021,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of Mark Maxwell as a part-time Property Maintenance Worker in the Public Works Department is hereby accepted effective August 16, 2021; and,

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

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-297 – 8/23/21

REAPPOINT SPECIAL LAW ENFORCEMENT OFFICERS
IN THE POLICE DEPARTMENT ON A PART-TIME BASIS

WHEREAS, in accordance with state regulations, it is required that existing Special Law Enforcement Officers (SLEO) be reappointed on an annual basis; and,

WHEREAS, the Chief of Police has made his recommendation on the reappointment of existing Special Law Enforcement Officers; and,

WHEREAS, funds will be provided in the 2021 municipal budget in the appropriation entitled Police S&W, and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the following individuals be and are hereby reappointed as part-time Special Law Enforcement Officers and to perform such other duties as prescribed by the Chief of Police, for the period September 1, 2021 through August 31, 2022, at an hourly rate as established by prior resolution of the Township Committee:

SLEO Class I – Jacob Hartranft, Ryan Gallagher, Seamus McAnne, Connor McGhee, and Kristen Narciso

SLEO Class II – John Mattia, Charles Theodora, Michael Bonanno, Ryan Santos, Jaheem Woods, Steve Kontigiannis, Michael Montenegro, and Vincent Galdieri.

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

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-298 - 8/23/21

AUTHORIZE EMERGENCY REPAIRS TO STORM WATER PIPE FAILURE
AND SINK HOLES ON HILLSIDE DRIVE

WHEREAS, on August 9, 2021, the Assistant Township Engineer advised that the storm water pipe under Hillside Drive is failing and has resulted in the formation of sink holes along the roadway; and,

WHEREAS, the Assistant Township Engineer has determined that an emergency exists and immediate repairs are necessary to prevent continued erosion and sink holes and which would migrate further into the roadway or into adjacent private property; and,

WHEREAS, the Assistant Township Engineer deems it necessary to remove the existing storm water pipe, install new ductile iron pipe, reconstruct the inlets and manholes with the pipe replacement area, remove and replace the existing concrete curb and gutter and restore the trench with asphalt; and,

WHEREAS, Lucas Brothers, Inc. was called to the site and they determined that they could make the necessary repairs expeditiously to prevent further damage; and,

WHEREAS, Lucas Brothers, Inc. provided a quote of \$105,725.00 to make the necessary repairs and Atlantic Waterworks provided a quote of \$28,456.80 for the materials; and,

WHEREAS, funds for this purpose are available in Ordinance No. 20-19, and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby declares that emergency conditions exist as the result of a storm water pipe failure and subsequent sinkholes on Hillside Drive between 48 Hillside Drive and Audrey Place which threatens further sinkholes on the roadway and on adjacent private property; and,

BE IT FURTHER RESOLVED, that based upon the recommendation of the Assistant Township Engineer, authorization for Lucas Brothers, Inc. to make the necessary repairs at an amount not to exceed \$105,725.00 and for Atlantic Waterworks to furnish the necessary materials at an amount not to exceed \$28,456.80, be and is hereby confirmed; and,

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

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-299 - 8/23/21

AUTHORIZE THE EXECUTION OF AN INTERLOCAL SERVICE AGREEMENT WITH THE CITIES OF ASBURY PARK AND LONG BRANCH FOR THE SUBMITTAL AND ADMINISTRATION OF A 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS, the Township of Neptune, City of Asbury Park, and City of Long Branch are eligible for a 2021 Edward Byrne Memorial Justice Assistance Grant which will provide a total of \$52,169 to the three municipalities for the purpose of purchasing communication equipment, information technology, surveillance and security technology along with the eligible related training and supplies to advance the public safety and the efficiency of the respective Police Departments; and,

WHEREAS, the Township of Neptune, City of Asbury Park, and City of Long Branch desire to enter into an Interlocal Service Agreement pursuant to N.J.S.A. 40:8A-1 et seq. to permit the three municipalities to apply, receive and administer said Grant, and,

WHEREAS, the Township of Neptune, City of Asbury Park, and City of Long Branch find that this Agreement is in the best interest of all parties and that the undertaking will benefit the public; and,

WHEREAS, the City of Asbury Park will apply for and administer the grant program funds at no cost and the Township of Neptune's share of the grant funding will be \$12,053,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes the execution of an Interlocal Service Agreement with the City of Asbury Park and the City of Long Branch, a copy of which is on file in the Office of the Municipal Clerk, which provides for the joint application for the 2021 Edward Byrne Memorial Justice Assistance Grant; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Chief Financial Officer, Chief of Police, Administrative Assistant to the C.F.O., and 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 AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-300 - 8/23/21

EMPLOY PART-TIME YARD ATTENDANT IN THE
DEPARTMENT OF PUBLIC WORKS

WHEREAS, there is a need for a part-time Yard Attendant in the Public Works Department;
and,

WHEREAS, the position was posted and the Public Works Director and Human Resources
Director have made their recommendation; and,

WHEREAS, funds will be provided in the 2021 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, that the Township Committee of the Township of Neptune
hereby extends an offer of employment to John Bassano as a part-time Yard Attendant in the
Department of Public Works effective immediately, contingent upon favorable results of the required
pre-employment screening and background check as applicable, at an hourly salary of \$16.72; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Public
Works Director, Chief Financial Officer, Assistant C.F.O., 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 AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-301 - 8/23/21

AUTHORIZE THE REFUND OF TAXES AS A RESULT OF AN OVERPAYMENT

WHEREAS, the properties listed below reflect an overpayment; and,

WHEREAS, they have furnished the necessary documentation and have requested a refund;
and,

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

BLOCK	LOT	ASSESSED TO	ADDRESS	YEAR	AMOUNT
4901	19	BLAKE	218 SCHOCK AVE	2019	\$1,703.17
3001	18	DIDONATO	719 OLD CORLIES AVE	2021	\$1,556.00
2803	8	MOORE	625 MARION RD	2021	\$ 934.73
228	11	FLEISCHER	20 EMBURY AVE	2021	\$ 371.57
2512	8	SMITH	325 SHADOWLAWN DR	2021	\$ 405.69
2601	118	NORWOOD	618 GREEN GROVE RD	2021	\$ 498.46
2701	14	GALVAN	311 KAREN AVE	2021	\$1,024.16

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

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-302 – 8/23/21

APPROVE REMOVAL OF BOARD OF ADJUSTMENT MEMBER
DUE TO ABSENTEEISM PURSUANT TO N.J.S.A. 40A:9-12.1

WHEREAS, N.J.S.A. 40A:9-12.1 establishes the basis for an office of any person appointed as being deemed vacant; and

WHEREAS, N.J.S.A. 40A:9-12.1(g) establishes that in any case where a member of a board fails to attend and participate at meetings of a public body for a period of eight consecutive weeks, or for four consecutive regular meetings, whichever shall be of a longer duration, the appointing authority may officially remove said member, construe the position as vacant, and fill the position or office for the unexpired term of said member, pursuant to N.J.S.A. 40A:9-12.1(h); and

WHEREAS, Ashley Vidal has missed four consecutive Board of Adjustment meetings between May, 2021 and August, 2021,

THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Neptune that the governing body hereby finds the position held by Ashley Vidal on the Neptune Township Board of Adjustment to be vacant pursuant to N.J.S.A. 40A:9-12.1, as a result of the Township Committee's official action in removing Ashley Vidal from the Board of Adjustment for failure to attend four or more consecutive meetings in the year 2021 in accordance with N.J.S.A. 40A:9-12.1(g), effective with the adoption of this resolution, and shall separately, after the adoption of this resolution, fill the aforesaid positions for the unexpired terms in the manner prescribed by law; and,

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 AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-303 - 8/23/21

APPOINT MEMBER ON THE BOARD OF ADJUSTMENT

WHEREAS, due to the removal of Ashley Vidal, a vacancy exists on the Board of Adjustment,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that Michael Pullano, currently the Alternate #1 member to the Board of Adjustment, be and is hereby reclassified and appointed as a full member to the Board of Adjustment for an unexpired four-year term expiring December 31, 2021; and,

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 AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-304 - 8/23/21

AUTHORIZE THE RESURFACING OF A PORTION OF HECK AVENUE THROUGH A SHARED SERVICES AGREEMENT WITH THE COUNTY OF MONMOUTH

WHEREAS, the Director of Public Works has recommended the resurfacing of Heck Avenue between Neptune Boulevard and Doremus Way through the Shared Services Agreement with the County of Monmouth; and,

WHEREAS, the Township's Shared Services Agreement with the County of Monmouth includes equipment and labor for road resurfacing (price does not include the cost of asphalt); and,

WHEREAS, the County has quoted a price of \$24,313.16 for equipment and labor; and,

WHEREAS, the County is available to perform these services on August 23rd and August 24th to allow for the completion of the project prior to the start of the school year; therefore, this resolution will both authorize and confirm the purchase; and,

WHEREAS, funds for this purpose are available in Ordinance No. 20-19 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 resurfacing of Heck Avenue between Neptune Blvd. and Doremus Way be and is hereby authorized and confirmed through the Shared Services Agreement with the County of Monmouth at a cost of \$24,313.16 for equipment and labor; and,

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

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-305 - 8/23/21

AUTHORIZE THE PURCHASE OF ASPHALT FOR THE PAVING OF A PORTION OF HECK AVENUE THROUGH THE STATE COOPERATIVE PURCHASING PROGRAM

WHEREAS, the Public Works Director has recommended the repaving of Heck Avenue between Neptune Boulevard and Doremus Way with the purchase of asphalt through an authorized vendor under the State of New Jersey Cooperative Purchasing Program 1-NJCP; and,

WHEREAS, the labor and equipment will be provided through a Shared Services Agreement with the County of Monmouth; and,

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

WHEREAS, Stavola has been awarded New Jersey State Contract No. T-0155 for asphalt; and,

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

WHEREAS, the cost of the asphalt is \$74.77 per ton and the total cost shall not exceed \$98,000.00; and,

WHEREAS, funds for this purpose are available in Ordinance No. 20-19 and the Chief Financial Officer has so certified in writing,

WHEREAS, the purchase of this material has been made to allow for the completion of the project prior to the start of the school year; therefore, this resolution will both authorize and confirm the purchase; and,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the purchase of asphalt for the repaving of Heck Avenue between Neptune Boulevard and Doremus Way be and is hereby authorized and confirmed through New Jersey Cooperative Purchasing Program Contract No. T-0155 awarded to Stavola at an amount not to exceed \$98,000.00; and,

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

CERTIFICATION

**HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

4

RESOLUTION #21-306 - 8/23/21

APPOINT MICROGRID PROJECT DESIGN CONSULTANT

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

WHEREAS, the Township accepted Requests for Proposals for said position on August 19, 2021 and desires to make an appointment from the proposals received; and,

WHEREAS, the Township executed a Memorandum of Understanding with the New Jersey Board of Public Utilities to accept a grant in the amount of \$526,100 to perform a Phase II TC DER Microgrid Design of the Neptune Township Advanced Microgrid Project; and,

WHEREAS, funds will be provided in the 2021 Municipal Budget through a grant received from the BPU TC DER Microgrid Incentive Program and the Chief Financial Officer has so certified in writing,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes the execution of a contract with Greener by Design to serve as Microgrid Project Design Consultant at an amount not to exceed \$526,100 for a term until such project is completed in accordance with the grant requirements; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to the Business Administrator, Chief Financial Officer and 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 AUGUST 23, 2021**



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-307 - 8/23/21

AUTHORIZE SETTLEMENT IN THE MATTERS OF DAVIS V. NEPTUNE, ET ALS., UNDER DOCKET NO. MON-L-004209-15; KYHEEM DAVIS V. NEPTUNE TOWNSHIP, ET ALS., UNDER APPELLATE DOCKET NO. A-001713-19; LAW DIVISION DOCKET NO. MON-L-685-18 AND DAVIS V. RICK CUTTRELL, CUSTODIAN OF RECORDS FOR THE TOWNSHIP OF NEPTUNE, ET ALS., UNDER DOCKET NO. MON-L-3316-20

WHEREAS, Plaintiff, Kyheem Davis, filed multiple actions as a Police Officer of the Neptune Township Police Department against Neptune Township alleging among other things discrimination; and

WHEREAS, it is the recommendation of the Neptune Township Insurance Carrier, Nationwide Insurance, on behalf of National Casualty Co., that all of the aforesaid matters be settled and paid by the Neptune Township Insurance Carrier; subject to the consent of the Neptune Township Committee.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune, that the governing body hereby authorizes a settlement of all pending cases involving Kyheem Davis, as set forth in the caption of the Resolution; pursuant to the terms of a Settlement Agreement and General Release, a true copy of which is attached hereto and made a part hereof as Exhibit A, and authorizes the Mayor and Clerk to execute the same once the original is received from the Plaintiff's attorney.

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 Defendants in this matter.

CERTIFICATION
HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON AUGUST 23, 2021



Richard J. Cuttrell, Municipal Clerk

SETTLEMENT AGREEMENT AND GENERAL RELEASE

WHEREAS, Kyheem Davis (Plaintiff) has filed a lawsuit against the Township of Neptune (Neptune) and several individual Defendants (collectively referred to as (Defendants)) alleging various causes of action including New Jersey Law Against Discrimination and New Jersey Civil Rights Violations (Davis v. Neptune, et. als., Docket No. Mon. L-004209-15); and

WHEREAS, extensive discovery has been conducted and additional discovery is necessary before trial; and

WHEREAS, Plaintiff is a Patrolman in the Neptune Police Department and presently on paid Administrative/Medical leave, and

WHEREAS, Disciplinary proceedings are pending against Plaintiff based upon his fitness for duty pursuant to which Neptune seeks his termination; and

WHEREAS, all aspects of the pending actions/matters referenced above are contested; and

WHEREAS, all Parties, to the pending matters, recognize the uncertainty of the potential outcomes and the fees and costs of the continued litigation; and

WHEREAS, the above matters have been diligently managed and conferenced with the Honorable Owen C. McCarthy, J.S.C.; and

WHEREAS, Judge Eugene J. McCaffrey, Jr. (Ret) has served as mediator and assisted the Parties in resolving the pending litigation and issues; and

WHEREAS, the Parties wish to reach a global settlement of pending litigation and claims as set forth below; and

NOW THEREFORE, in consideration of the agreements, covenants and conditions herein contained, the sufficiency and adequacy being acknowledged by the signatures of the Parties hereto, the Parties agree as follows:

Terms of Settlement

1) The matters entitled Davis v. Neptune, et. als., Docket No. MON-L-004209-15 (the Davis Matter), Kyheem Davis v. Neptune Township, et al., Appellate Docket No.: A-001713-19, Law Division Docket No.: MON-L-685-18; and Davis v. Rick Cuttrell, Custodian of Records for the Township of Neptune et. als., Docket No.: MON-L- 3316-20; will be dismissed as to all Parties on the "Settlement Date," and as provided below in Section 10. "Settlement Date" herein shall be defined as the date that the Settlement has been placed on the record before Judge Owen McCarthy after this Settlement Agreement and General Release ("Agreement") has been fully executed.

2) The settlement of the Davis Matter will be placed on the record before Judge McCarthy after the full execution of this Agreement. Upon full execution of this Agreement, Neptune agrees that it cannot file any other disciplinary charges against Plaintiff for any act or omission that has occurred up to the "Settlement Date"; provided, however, that each party otherwise complies with and fulfills the terms of this Agreement. The Court will retain jurisdiction over the enforcement of any term of this Agreement.

3) The Defendants agree that the Law Office of Donald F. Burke may make application for counsel fees in the Davis Matter. For the purposes of that application, the Defendant's stipulate that Plaintiff is the "prevailing party" as to the case of Davis v. Neptune, et. als., Docket No. MON-L-004209-15 only. Notwithstanding the stipulation, Neptune may oppose the application as to the reasonableness of fees and costs. The Court will retain jurisdiction over the counsel fee application, which can be made at any time after the execution of this Agreement and placement of the settlement terms on the record before Judge McCarthy. Plaintiff's applications for fees in this case (if not settled) shall be, at plaintiff's option, submitted simultaneously with the

fee applications (if not otherwise settled or resolved) in the *Christine Savage v. Township of Neptune, et al.* and *Elena Gonzalez v. Township of Neptune, et al.* matters. Payment of any counsel fee awarded will be made within 14 days of Order of the Court. The parties agree that if there is an appeal on the award of counsel fees by Judge McCarthy, no fees shall be paid pending that appeal, and that no counsel fees shall be paid for time spent on any appeal on attorney fee award. In addition, the Defendants agree that the Law Office of Donald F. Burke will be paid a non-refundable \$65,000.00 for fees, expenses and costs incurred in the matters of *Davis v. Neptune Township, et al.*, Appellate Docket No.: A-001713-19, Law Division Docket No.: MON-L-685-18, *Davis v. Rick Cuttrell, Custodian of Records for the Township of Neptune et al.*, Docket No.: MON-L- 3316-20.

4) Plaintiff is presently on paid Administrative/Medical Leave from the Neptune Police Department because Neptune contends that Plaintiff is not fit to return to active duty. Plaintiff will remain on Administrative/Medical Leave through ~~December 31, 2020~~ ^{January 31, 2021}, and he will exhaust his current allotment of paid leave days during this time period and commencing on October 30, 2020. Plaintiff has the following accrued time, which will be deducted commencing on October 31, 2020: 4 personal; 16 vacation; 73 sick; 10 kelly and 5.5 comp hours. Plaintiff will not accrue any more paid leave of any sort during this time period. Plaintiff has no responsibility to attend training or to qualify regarding the use of his weapon at the range during the Administrative/Medical Leave period. Plaintiff will continue to have access to PowerDMS during the Administrative/Medical Leave period. The Parties understand and agree that Plaintiff's Administrative/Medical Leave period will end on ~~December 31, 2020~~ ^{January 31, 2021} and that he will be considered retired from the Township as of February 1, 2021.

5) Neptune Township will pay Plaintiff the gross sum of \$40,324 in retroactive pay, less any customary and appropriate deductions, within ten (10) days of the "Settlement Date", representing pay for the time period August 13, 2015 to November 14, 2015, and November 16, 2015 to December 16, 2015, during which Plaintiff was in "no pay" status. This paid time will be credited to Plaintiff's pension for retirement purposes.

6) The Township will submit the paperwork required for Plaintiff to obtain an Involuntary Disability Retirement with 20 years of service effective February 1, 2021. Neither Plaintiff nor his counsel will oppose the application, which has been submitted by the Township. The Township will comply with governing pension guidelines and regulations. The Parties will cooperate and take the steps necessary to effectuate Plaintiff's receipt of an Involuntary Disability Retirement from PFRS with 20 years of service including providing timely salary certifications and any other documents and/or information required to be submitted to PFRS. Provided Plaintiff obtains an Involuntary Disability Retirement as contemplated herein with 20 years of service, he will be provided all of the benefits accruing to an employee of Neptune Township and holding the rank of Patrolman pursuant to the governing PBA, Local 74.0 contract, as well as retaining his badge and receiving an identification card.

7) Neptune Township agrees to pay the Plaintiff the sum of \$500,000.00 ("Settlement Payment") within ten (10) days of the "Settlement Date". This amount shall be for Plaintiff's pain and suffering and will not be deemed wages or economic damages. The check will be made payable to "*Kyheem Davis and Donald F. Burke, Esq. as Attorney*" and will be held in the Attorney Trust Account of the Law Office of Donald F. Burke until such time as Plaintiff retires from the Neptune Township Police Department as contemplated herein. Plaintiff will be issued an IRS Form 1099 and will be responsible for the payment of any and all taxes associated with the Settlement Payment, and will indemnify and hold Neptune Township and his attorneys harmless from any and all tax obligations related to the Settlement Payment that Neptune Township is ordered to pay. Plaintiff will be responsible for payment of any and all liens or subrogation interests asserted by medical providers for services rendered or provided to plaintiff up to "Settlement Date". Plaintiff's Counsel will provide a signed W-9 prior to payment being issued.

8) Neptune will pay the Mediation Fees due McCaffrey ADR LLC.

9) To the extent permitted by law, the Parties agree not to make any statements written or verbal, or cause or encourage others to make any statements, written or verbal regarding the past behavior of the Parties. The Parties agree that this provision extends to statements, written or verbal, including but not limited to, the news media, radio, television, internet postings of any kind, blogs, social media, (e.g., Facebook, Instagram, Twitter, or the like), consumer or trade bureaus, other state, county or local government offices or police departments, unions of any type or members of the public. Neptune Township will respond to inquiries from prospective employers with dates of employment and positions held. The Parties agree that this paragraph is a material term of this Agreement and that in the event of a breach, the non-breaching Party may seek enforcement of this paragraph and damages for its breach, and that the filing of any such action would not be deemed a breach of this Agreement. Nothing herein shall be construed as prohibiting or precluding in any way testimony or statements of Plaintiff related to other proceedings including lawsuits.

10) On the Settlement Date, Plaintiff's counsel will: (1) prepare a Stipulation of Dismissal with Prejudice as to the individually named Defendants in the Davis Matter, which shall be filed on the Settlement Date; (2) prepare a Stipulation of Dismissal without Prejudice as to Neptune Township in the Davis Matter, which shall be filed on the Settlement Date; (3) prepare a Stipulation of Dismissal with Prejudice as to Neptune Township in the Davis Matter, which will be held in escrow by Defendants' counsel and will be filed at such time as Plaintiff retires from the Neptune Township Police Department as contemplated herein or otherwise; and (4) prepare a Stipulation of Dismissal with Prejudice in the matters entitled Kyleem Davis v. Neptune Township, et al., Appellate Docket No.: A-001713-19, Law Division Docket No.: MON-L-685-18; and Davis v. Rick Cuttrell, Custodian of Records for the Township of Neptune et al., Docket No.: MON-L- 3316-20, which shall be filed on the Settlement Date. Plaintiff represents and warrants that he has not filed any other lawsuits, claims or complaints against the Defendants including any charges or claims with the EEOC and/or the New Jersey DCR. Plaintiff agrees that he will not accept any financial recovery associated with any filing by any other employee of Neptune with the EEOC and/or the New Jersey DCR for any conduct or omissions that predate this Agreement. On the Settlement Date, the Township agrees to dismiss, without prejudice, the pending disciplinary charges against Plaintiff. The Parties understand and agree that the terms of the aforesaid dismissals are expressly incorporated by reference in this Agreement as if fully set forth herein. The Parties also understand and agree that if Plaintiff does not retire from the Neptune Township Police Department as contemplated herein or otherwise, then this Agreement will be nullified and the Parties will be restored to their pre-settlement positions as follows: (1) the Davis Matter will be reinstated as to the Township only; and (2) the disciplinary charges will be reinstated by the Township against Plaintiff.

The Parties waive any and all rights to contest the reinstatement of the Davis Matter or the disciplinary charges on the basis of untimeliness or statute of limitations grounds; however, the Parties reserve all rights as to the reinstated matters. The Settlement Payment listed in Section 7 will be returned; however, Plaintiff will not be required to repay the sum listed in Section 5 or the \$65,000.00 for fees, expenses and costs incurred in the matters of Davis v. Neptune Township, et al., Appellate Docket No.: A-001713-19, Law Division Docket No.: MON-L-685-18, Davis v. Rick Cuttrell, Custodian of Records for the Township of Neptune et al., Docket No.: MON-L- 3316-20.

11) In consideration of the Settlement Payment and the other consideration provided for in this Agreement, Plaintiff, personally and for Plaintiff's estate and Plaintiff's heirs, does hereby remise, release and forever discharge Defendants including their present and/or former agents, servants, insurers, officers, directors, and employees, and any and all other persons, firms, corporations, associations or entities, from all actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, obligations, claims and demands whatsoever in law or equity, known or unknown, pled or unpled, for back pay, front pay, employment benefits, bodily injury, personal injury, emotional distress, sick leave, health/medical bills or expenses, benefits, compensatory damages, consequential damages, punitive, treble and/or exemplary damages, injunctive and/or declaratory relief, attorneys' fees, costs, interest and/or expenses that Plaintiff has or may have based upon any act, event or omission occurring before the execution of this Agreement, including, but not limited to, any events related to, arising from or in connection with Plaintiff's employment, and/or interaction with the Defendants, including, but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations and/or common law and all claims which were made or could have been made in the lawsuit which Plaintiff ever had, now has or which his heirs, executors, administrators, successors or assigns, or any of them, hereafter can, shall or may have for, or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of execution of this Agreement, including, but not limited to, any potential claim relating to the following (along with any amendments thereto):

- (a) The National Labor Relations Act;
- (b) Title VII of the Civil Rights Act of 1964;
- (c) Sections 1981 through 1988 of title 42 of the United States Code;
- (d) The Employment Retirement Income Security Act of 1974;
- (e) The Immigration Reform Control Act;
- (f) The Age Discrimination & Employment Act of 1967;
- (g) The Americans with Disabilities Act of 1990;
- (h) The Fair Labor Standards Act;
- (i) The Occupational Safety & Health Act;
- (j) The Family Medical Leave Act of 1993;
- (k) The Equal Pay Act;
- (l) The New Jersey Law Against Discrimination;
- (m) The New Jersey Minimum Wage Law;
- (n) The Equal Pay Law for New Jersey;
- (o) The New Jersey Worker Health & Safety Act;
- (p) The New Jersey Family Leave Act;
- (q) The New Jersey Conscientious Employee Protection Act;
- (r) Any anti-relation provision of any statute or law
- (s) Any other federal, state or local civil or human rights law or any other law, regulation or ordinance, and provision of any federal or state constitution, any public policy, contract, tort or common law, conversion, spoliation, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees, and litigation costs); and
- (t) Any express or implied contract, practice, policy, handbook, employee manual or Collective Bargaining Agreement.

Excluding worker's compensation claims; provided, however, that the Township reserves all rights regarding any worker's compensation claim, without limitation. Also excluding the right to a defense and indemnification from claims, actions or proceedings arising out of or in connection with Plaintiff's employment with Neptune Township or Plaintiff's actions or omissions as a Law Enforcement Officer and excluding Plaintiff's counsel's prevailing party status for purposes of an application for fees and costs as set forth in paragraph 3 above.

Further, Defendants agree to release any claims or suits they may have against Plaintiff.

12) It is expressly understood that neither the execution of this Agreement, nor any other action taken by the Defendants in connection with Plaintiff's alleged claims or this settlement Agreement, constitutes an admission by any of the Defendants of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff's employment were unwarranted, unjustified, retaliatory, discriminatory, harassing, wrongful or otherwise unlawful, as the Defendants deny any and all liability and allegations in this matter. It is further expressly understood that neither the execution of this Agreement, nor any other action taken by the Plaintiff in connection with Plaintiff's claims or this Settlement Agreement, constitutes an admission by Plaintiff that Defendants did not violate any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff's employment were warranted, justified, non-retaliatory, non-discriminatory, non-harassing, not wrongful or otherwise lawful, as the Plaintiff has asserted in this matter. This Agreement contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understanding pertaining to the subject matter hereof and is intended to memorialize the settlement of Plaintiff's claims. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Agreement.

13) This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties agree that any action to enforce or interpret this Agreement shall only be brought in a court of competent jurisdiction in the State of New Jersey, which the parties hereby acknowledge and agree to be the Superior Court of New Jersey, Monmouth County vicinage.

14) BY SIGNING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, THE PARTIES ACKNOWLEDGE:

- A. THE PARTIES HAVE READ IT;
- B. THE PARTIES UNDERSTAND IT AND KNOW THEY ARE GIVING UP IMPORTANT RIGHTS;
- C. THE PARTIES AGREE WITH EVERYTHING IN IT;
- D. THE PARTIES' ATTORNEYS, WITH AUTHORIZATION OF THEIR CLIENTS, NEGOTIATED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH THE PARTIES' AUTHORIZATION, KNOWLEDGE AND CONSENT;
- E. THE PARTIES HAVE BEEN ADVISED TO CONSULT WITH PROFESSIONALS OF THEIR CHOOSING PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE; AND
- F. THE PARTIES HAVE SIGNED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE FREELY, KNOWINGLY AND VOLUNTARILY.

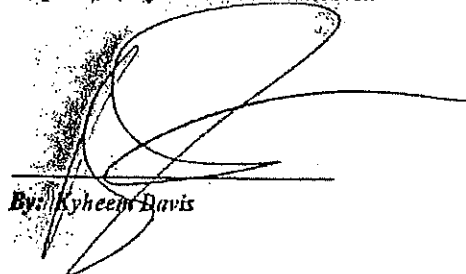
15) If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, for any reason, the remaining provisions shall remain in full force and effect.

16) This Agreement accurately describes the terms agreed upon between the Parties, each of whom was represented by counsel of their choosing, and each of whom had input into its drafting, and, as such, it shall be construed as if it was jointly drafted by all of the Parties, and no uncertainty or ambiguity shall be construed against any of the Parties as the drafter.

17) This Agreement may be executed in Counterparts and may be executed via electronic signature.

Dated:

8/9/2021


By: *Kyheem Davis*

Witness as to Davis:

DEFENDANTS

DATED: _____

By: *Dr. Michael Brantley*
Mayor, Neptune Township

Attest as to Township of Neptune

RESOLUTION #21-308 – 8/23/21

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	15,847,143.19
GRANT FUND	21,161.77
TRUST FUND	20,463.20
GENERAL CAPITAL FUND	23,399.50
SEWER OPERATING FUND	1,084,538.58
SEWER CAPITAL FUND	313,327.34
MARINA OPERATING FUND	2,820.09
DOG TRUST	786.60
U.D.A.G. RECIPROCAL TRUST	2,289.14
LIBRARY TRUST	1,302.03
BILL LIST TOTAL	\$17,317,231.44

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 AUGUST 23, 2021



Richard J. Cuttrell, Municipal Clerk

RESOLUTION #21-309 - 8/23/21

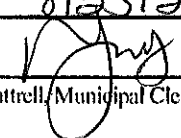
APPOINT MEMBER TO THE FLETCHER LAKE COMMISSION

BE IT RESOLVED, by the Township Committee of the Township of Neptune that Linda Henderson be and is hereby appointed to the Fletcher Lake Commission as the Business Administrator's representative for an unexpired one year term expiring 2021; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Fletcher Lake Commission.

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON 8/23/21


Richard J. Cuttrell, Municipal Clerk