

TOWNSHIP COMMITTEE WORKSHOP MEETING – May 23, 2022 – 6:00 P.M.

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

Roll Call	Present/ Absent
Dr. Michael Brantley	_____
Keith Cafferty	_____
Robert Lane, Jr.	_____
Tassie D. York	_____
Nicholas Williams	_____

Also present: Gina M. LaPlaca, Business Administrator; Gene Anthony, Township Attorney; Gabriella Siboni, Municipal Clerk.

Mayor Williams announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 6, 2022, 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. Committee Calendars
2. Review of Township Code §12-5 Abandoned and Vacant Properties
3. Review of Township Code §4-20 Garage Sales

Res # 246 Authorize An Executive Session As Authorized By The Open Public Meetings Act.

Offered by: _____ Seconded by: _____
Note: Brantley _____ Cafferty _____ Lane _____ York _____ Williams _____

§ 12-5. VACANT AND ABANDONED PROPERTIES.

§ 12-5.1. Findings, Declaration Relative to Abandoned Properties. [Ord. No. 2014-36]

- a. The Township Committee finds and declares that:
 1. Abandoned properties, particularly those located within urban areas or in close proximity to occupied residences and businesses, create a wide range of problems for the communities in which they are located, fostering criminal activity, creating public health problems and otherwise diminishing the quality of life for residents and business operators in those areas.
 2. Abandoned properties diminish the property values of neighboring properties and have a negative effect on the quality of life of adjacent property owners, increasing the risk of property damage through arson and vandalism and discouraging neighborhood stability and revitalization.
 3. For these reasons, abandoned properties are presumptively considered to be nuisances, in view of their negative effects on nearby properties and the residents or users of those properties.
 4. The continued presence of abandoned properties in New Jersey's communities acts as a significant barrier to urban revitalization and to the regeneration of the State's urban centers.
 5. Abandonment is a local problem that must be addressed locally and the most important role of State government is to provide local governments, local community organizations, citizens, and residents with the tools to address the problem.
 6. The responsibility of a property owner and in some cases the lienholder to maintain a property in sound condition and prevent it from becoming a nuisance to others extends to properties which are not in use and "demolition by neglect", leading to the deterioration and loss of the property, or failure by an owner and in some cases the lienholder to comply with legitimate orders to demolish, stabilize or otherwise repair his or her or its property creates a presumption that the owner and in some cases the lienholder has abandoned the property.
 7. Many abandoned buildings still have potential value for residential and other uses and such buildings should be preserved rather than demolished wherever feasible, particularly buildings that have historic or architectural value, or contribute to maintaining the character of neighborhoods or streetscapes, or both, as the case may be.

§ 12-5.2. Definitions Relative to Vacant and Abandoned Property, Actions Concerning Repair and Closing and Relating to This Section. [Ord. No. 2014-36; Ord. No. 2015-26; Ord. No. 2016-40; Ord. No. 2018-17]

a. As used herein:

ABANDONED PROPERTY — Shall mean any property that is determined to be abandoned pursuant to this section.

BUILDING — Shall mean any building, or structure, or part thereof, whether used for human habitation or otherwise, and includes any outhouses, and appurtenances belonging thereto or usually enjoyed therewith.

DEPARTMENT — Shall mean the New Jersey Department of Community Affairs.

LIENHOLDER OR MORTGAGE HOLDER — Shall mean any person or entity holding a note, mortgage or other interest secured by the building or any part thereof.

MUNICIPALITY — Shall mean the Township of Neptune.

OWNER — Shall mean the holder or holders of title to a vacant and/or abandoned property.

PARTIES IN INTEREST — Shall mean all individuals, associations and corporations who have interests of record in building and any who are in actual possession thereof.

PROPERTY — Shall mean any building or structure and the land appurtenant thereto.

PUBLIC AUTHORITY — Shall mean any housing authority or any officer who is in charge of any department or branch of the government of the municipality relating to health, fire, building regulations, or to other activities concerning buildings in the municipality.

PUBLIC OFFICER — Shall mean the officer, officers, board or body who is or are authorized by ordinances adopted hereunder to exercise the powers prescribed by such ordinances and by this section. In this case, the person so designated by Neptune Township pursuant to this section shall be the Director of Code and Construction or his or her designee. Notwithstanding any other provision of the law to the contrary, nothing shall prevent the municipality from designating more than one public officer for different purposes as provided by law. Wherever "Director of Code and Construction" is cited in this section, it will be with the understanding that it is the "Director of Code and Construction or his or her designee," unless State or Federal Law limits due to licensing or other means the action of a "Director of Code and Construction.**[Ord. No. 2018-17]**

SUMMER SEASON — Shall mean for purpose of this section, May 15th through September 15th of each year.

THE TOWNSHIP COMMITTEE OF NEPTUNE TOWNSHIP — Shall mean the Committee, or other legislative body, charged with governing a municipality.

VACANT PROPERTY — Shall mean any building to be used as a residence or for commercial or industrial purposes, which is not legally occupied or used for its accustomed and ordinary purpose for a period of six (6) months or more. In the case of the use of residential property, "used for its accustomed and ordinary

purpose" means as a place of abode. (Black's Law Dictionary) Property which is used for the summer season (seasonal basis) as defined above, shall not be deemed vacant for purposes of this section. Property determined to be "abandoned" under this section must be determined to be "vacant" for purposes of this section. The date that the Public Officer reports as the date he or she determines vacancy shall be the commencement date for the six (6) month vacancy period.

§ 12-5.3. Determination That Property Is Abandoned. [Ord. No. 2014-36]

- a. Except as otherwise provided in this section, any property that has not been legally occupied for a period of six (6) months or more and which meets any one of the following additional criteria may be deemed to be abandoned property upon a determination by the Public Officer that:
 1. The property is in need of rehabilitation in the reasonable judgment of the Public Officer, and no rehabilitation has taken place during that 6-month period;
 2. Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six (6) months as of the date of a determination by the Public Officer pursuant to this section;
 3. At least one installment of property tax remains unpaid and delinquent on that property in accordance with Chapter 4 of Title 54 of the Revised Statutes as of the date of determination by the Public Officer pursuant to this section; or
 4. The property has been determined to be a nuisance by the Public Officer in accordance with local ordinances and State Statute.

§ 12-5.4. Determination of Property as a Nuisance. [Ord. No. 2014-36]

- a. A property may be determined to be a nuisance if;
 1. The property has been found to be unfit for human habitation, occupancy or use pursuant to State Statute and/or local ordinance;
 2. The condition and vacancy of the property materially increases the risk of fire to the property and adjacent properties;
 3. The property is subject to unauthorized entry leading to potential health and safety hazards; the owner and in some cases the lienholder has failed to take reasonable and necessary measures to secure the property; or the municipality has secured the property in order to prevent such hazards after the owner and in some cases the lienholder has failed to so do;
 4. The presence of vermin or the accumulation of debris, uncut vegetation or physical deterioration of the structure or grounds have created potential health and safety hazards and the owner has failed to take reasonable and necessary measures to remove the hazards; or

5. The dilapidated appearance or other condition of the property materially affects the welfare, including the economic welfare, of the residents of the area in close proximity to the property, and the owner has failed to take reasonable and necessary measures to remedy the conditions.
6. A Public Officer who determines a property to be nuisance pursuant to subsections 12-5.2 through 12-5.5 of this section shall follow the notification procedures set forth in P.L. 1942, c.112 (C.40:48-2-3 et seq.).

§ 12-5.5. Property Not Deemed Abandoned, Conditions. [Ord. No. 2014-36]

- a. If an entity other than the municipality has purchased or taken assignment from the municipality of a tax sale certificate on an unoccupied property, that property shall not be deemed to be abandoned if (1) the owner of the certificate has continued to pay all municipal taxes and liens on the property in the tax year when due; (2) the owner of the certificate takes action to initiate foreclosure proceedings within six (6) months after the property is eligible for foreclosure and (3) the Public Officer has determined that the property is not a nuisance pursuant to Ordinance or that in the discretion of the Public Officer, the owner of the certificate has acted in good faith to repair and/or rehabilitate the property by its actions and through applications where necessary before this Historic Preservation Commission, Planning Board and/or Zoning Board of Adjustment and/or Zoning Department.
 1. A property which is used on a seasonal basis shall be deemed to be abandoned only if the property meets any two of the additional criteria set forth in this section. (Subsection 12-5.3a, 1-4).
 2. A determination that a property is abandoned property under the provisions of this section shall not constitute a finding that the use of the property has been abandoned for purposes of municipal zoning or land use regulation.

§ 12-5.6. Action Concerning Repair, Closing or Demolition - Identification of Abandoned Property, Listing. [Ord. No. 2014-36]

- a. This section hereby appoints the Director of Code and Construction as the Public Officer and directs the Public Officer to identify abandoned property for the purpose of establishing an abandoned property list throughout the municipality, or within those parts of the municipality as the Governing Body may designate by resolution. Each item of abandoned property so identified shall include the tax block and lot number, the name of the owner of record, if known, and the street address of the lot.
- b. The Public Officer shall establish and maintain a list of abandoned property, to be known as the "abandoned property list." The municipality may add properties to the abandoned property list at any time, and may delete properties at any time when the Public Officer finds that the property no longer meets the definition of an abandoned property. An interested party may request that a property be included on the abandoned property list following that procedure set forth by this section and/or Statute N.J.S.A. 55:19-105. An abandoned property shall not be included on the

abandoned property list if rehabilitation is being performed in a timely manner, as evidenced by building permits issued and diligent pursuit of rehabilitation work authorized by those permits. A property on which an entity other than the municipality has purchased or taken assignment from the municipality of a tax sale certificate which has been placed on the abandoned property list may be removed in accordance with the provisions of this section or N.J.S.A. 55:19-103.

- c. The Public Officer, within ten (10) days of the establishment of the abandoned property list, or any additions thereto, shall send a notice, by certified mail, return receipt requested, and by regular mail, to the owner of records and all lienholders of every property included on the list and shall cause the list to be published in the official newspaper of the municipality, which publication shall constitute public notice. The published and mailed notices shall identify property determined to be abandoned setting forth the owner of record, if known, the tax lot and block number and street address. The Public Officer, in consultation with the Tax Collector, shall also send out a notice by regular mail to any mortgagee, servicing organization or property tax processing organization that received a duplicate copy of the tax bill pursuant to subsection d of N.J.S.A. 54:4-64. When the owner of record and/or lienholder is not known for a particular property and cannot be ascertained by the exercise of reasonable diligence by the Tax Collector, notice shall not be mailed but instead shall be posted on the property in the manner as provided in Section 5 of P.L.1942, c.112 (C.40:48-2-7). The mailed notice shall indicate the factual basis for the Public Officer's finding that the property is abandoned property as that term is defined in Section 35 of P.L.1996, c.62 (C.55:19-54) and the rules and regulations promulgated thereunder, specifying the information relied upon in making such finding. In all cases a copy of the mailed or posted notice shall also be filed by the Public Officer in the office of the county clerk or register of deeds and mortgages, as the case may be, of the county wherein the property is situate. This filing shall have the same force and effect as a Notice of Lis Pendens under N.J.S.A. 2A:15-6. The notice shall be indexed by the name of the property owner and lienholders as defendants and the name of the municipality as plaintiff, as though an action had been commenced by the municipality against the owner and/or lienholder.
- d. An owner or lienholder may challenge the inclusion of his property on the abandoned property list determined pursuant of paragraph b of this subsection by appealing that determination to the Public Officer within thirty (30) days of the owner's receipt of the certified notice or forty (40) days from the date upon which the notice was sent. An owner whose identity was not known to the Public Officer shall have forty (40) days from the date upon which notice was published or posted, whichever is later, to challenge the inclusion of a property on the abandoned property list. For good cause shown, the Public Officer shall accept a late filing of an appeal. Within thirty (30) days of receipt of a request for an appeal of the findings contained in the notice pursuant to paragraph c of this subsection, the Public Officer shall schedule a hearing for redetermination of the matter. Any property included on the list shall be presumed to be abandoned property unless the owner and/or lienholder, through the submission of an affidavit or certification by the property owner and/or lienholder averring that the property is not abandoned

and stating the reasons for such averment, can demonstrate that the property was erroneously included on the list. The affidavit or certification shall be accompanied by supporting documentation, such as but not limited to photographs, repair invoices, bills and construction contracts. The sole ground for appeal shall be the property in question is not abandoned property as that term is defined by this section and/or State Statute. The Public Officer shall decide any timely filed appeal within ten (10) days of the hearing on the appeal and shall promptly, by certified mail, return receipt requested, and by regular mail, notify the property owner of the decision and the reasons therefor.

- e. The property owner and in some cases the lienholder may challenge an adverse determination of an appeal with the Public Officer pursuant to paragraph d of this subsection, by instituting, in accordance with the New Jersey Court Rules, a summary proceeding in the Superior Court, Law Division, sitting in the county in which the property is located, which action shall be tried de novo. Such action shall be instituted within twenty (20) days of the date of the notice of decision mailed by the Public Officer pursuant to paragraph d of this subsection. The sole ground for appeal shall be that the property in question is not abandoned property as that term is defined by this section and/or State Statute. The failure to institute an action of appeal on a timely basis shall constitute a jurisdictional bar to challenging the adverse determination, except that, for good cause shown, the court may extend the deadline for instituting the action.
- f. The Public Officer shall promptly remove any property from the abandoned property list that has been determined not to be abandoned on appeal.
- g. The abandoned property list shall become effective, and the municipality shall have the right to pursue any legal remedy with respect to properties on the abandoned property list at such time as any one property has been placed on the list in accordance with the provisions of this section, upon the expiration of the period for appeal with respect to that property or upon the denial of an appeal brought by the property owner.

§ 12-5.7. Removal from Abandoned Property List; Conditions. [Ord. No. 2014-36]

If a property, which an entity other than the municipality has purchased or taken assignment from the municipality of a tax sale certificate, is placed on the abandoned property list, the property shall be removed from the list if the owner of the certificate pays all municipal taxes and liens due on the property within thirty (30) days after the property is placed on the list; provided, however, that if the owner of the certificate fails to initiate foreclosure proceedings within six (6) months after the property was first placed on the list, the property shall be restored to the abandoned property list.

§ 12-5.8. Requirements of Owners and in Some Cases Lienholders of Vacant Property. [Ord. No. 2014-36; Ord. No. 2015-43; Ord. No. 2016-40]

- a. The owner and in some cases the lienholder of any building that has become vacant property, and any person maintaining, operating or collecting rent for any such

building that has become vacant, shall, within thirty (30) days:

1. Enclose and secure the building against unauthorized entry as provided in the applicable provisions of the Municipal Code and per the direction of the Public Officer.
 2. Post a sign affixed to the building indicating the name, address and telephone number of the owner, the owner's authorized agent for the purpose of service of process and the person responsible for day-to-day supervision and management of the building, if such person is different from the owner holding title or the authorized agent. The sign shall be of a size and placed in such a location so as to be legible from the nearest public street or sidewalk, whichever is nearer, but shall be no smaller than eighteen (18") inches by twenty-four (24") inches.
 3. Secure the building from unauthorized entry and maintain the sign until the building is again legally occupied or demolished or until repair or rehabilitation of the building is complete.
 4. Ensure that the vacant property is inspected on a monthly basis by the owners authorized and prepare inspection reports, which shall be forwarded to the Public Officer not later than the end of each month.
 5. Ensure that the property is maintained in accordance with the property maintenance regulations of the Township, including but not limited to that of the interior and exterior of all structures, including yards, fences, sidewalks, walkways, right-of-way, alleys, retaining walls, swimming pools, attached or unattached accessory structures and driveways are well maintained and free from trash, debris, loose litter, grass and weed overgrowth.
 6. The owner or agent and in some cases the lienholder of any vacant property shall acquire and otherwise maintain liability insurance, in an amount of not less than \$300,000.00 for the building, designed primarily for residential use and not less than \$1,000,000.00 for any other building, including but not limited to buildings designed for manufacturing, industrial, storage or commercial uses, covering any damage to any person or any property caused by the physical condition of or in the building or property subject to the provisions of this section. Any insurance policy acquired or renewed after the building has become vacant shall provide for a written notice to the Township of Neptune's Public Officer within thirty (30) days of any lapse, cancellation or change in coverage. The owner, or in some cases the lienholder, shall attach evidence of the insurance to the owner's registration statement. Any registration statement submitted that does not include such evidence shall be deemed to be an invalid registration.
- b. Registration Required; Period of Validity; General Regulations.
1. The owner of any vacant property, as defined herein, shall, within thirty (30) days after the building becomes vacant property as defined in subsection

12-5.2a, or within thirty (30) days after assuming ownership of the vacant property, whichever is later, file a Registration Statement for each such vacant property with the Public Officer on forms provided by the Township for such purposes. The registration shall remain valid until the designated renewal date, which shall be January 2nd of each year. The owner shall be required to renew the registration January 2nd of each year, as long as the building remains vacant property, and shall pay a registration fee or renewal fee in the amount prescribed herein for each vacant property registered.

2. Any owner of any building who meets the definition of "vacant property" prior to the effective date of this section shall file a Registration Statement for that property within thirty (30) days of the date of this adopted section. The Registration Statement shall include the information required in this section, as well as any additional information that the Public Officer may reasonably require.

(Section 12-5 was adopted September 8, 2015.)

3. The owner shall notify the Public Officer within thirty (30) days of any change in the registration information by filing an Amended Registration Statement on a form provided by the Public Officer for such purposes.
 4. The Registration Statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the Township against the owner or owners of the property.
- c. Registration Requirements, Property Inspection.
1. After filing a Registration Statement or a renewal of a Registration Statement, the owner of any vacant property shall provide access to the Township to conduct an exterior and interior inspection of the building to determine compliance with the Municipal Code, following reasonable notice, during the period covered by the initial registration or any subsequent renewal.
 2. The Registration Statement shall include the name, street address and telephone number of a natural person, 21 years of age or over, designated by the owner or owners as the authorized agent for receiving notices of Code violations and for receiving process, in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code. This person must maintain an office in the State of New Jersey or reside within the State of New Jersey. The Registration Statement shall also include the name of the person responsible for maintaining and securing the property, if different. The Registration Statement shall also include the name, street address and telephone number of the owner(s) of the subject property as the necessary contact person should there be a problem in reaching the owner(s)' authorized agent.
 3. An owner who is a natural person or who meets the requirements of this

section as to location of residence or office may designate himself or herself as agent.

4. By designating an authorized agent under the provisions of this section, the owner consents to receive any and all notices of Code violations concerning the registered, vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until both the owner notifies the Public Officer of a change of authorized agent, or until the owner files a new annual Registration Statement. The designation of an authorized agent in no way releases the owner from any requirement of this section.
- d. Lienholders.
1. All lienholders who have filed and served a Foreclosure Summons and Complaint arising from vacant property needs to comply with all the registration requirements of this section in addition to the property owners as an additional requirement to that already set forth under subsection 12-5.11.
- e. Registration Fees.
1. The initial Registration Fee for each building shall be \$500.00.
 2. The registration shall be renewable on January 2nd of each year at a fee of \$500.00; unless a violation exists. The initial registration fee shall be prorated for Registration Statements received less than 10 months prior to the January 2nd anniversary renewal date. If there is a violation of any Municipal Code cited during the first renewal period, the registration fee shall be doubled (\$1,000.00). If a violation of the Municipal Code is cited during the second renewal period, the registration fee shall triple (\$1,500.00). If there is a violation of the Municipal Code during the third renewal period, or any time thereafter, the registration fee shall quadruple (\$2,000.00).

§ 12-5.9. Administration. [Ord. No. 2014-36; Ord. No. 2016-40]

The Public Officer may issue rules and regulations for the administration of the provisions of this section.

§ 12-5.10. Action That May Be Taken by the Municipality. [Ord. No. 2014-36]

- a. In the event that the owner or in some cases the lienholder fails to meet the requirements of maintaining a vacant property pursuant to subsection 12-5.8, then the Public Officer in his/her sole discretion may issue a Notice of Violation against the property owner or in some cases the lienholder requiring compliance within thirty (30) days of the Notice of Violation, said Notice shall be issued to the appropriate parties as set forth above; and upon non-compliance with the Notice of

Violation, the Public Officer may in his/her sole discretion issue a Summons concerning the violation of this section to be heard in the Municipal Court of Neptune Township, or secure the subject structure itself, or by agreement with a third party to restore the subject building to a non-nuisance level. The costs incurred by the municipality in so proceeding, including reasonable administrative charges, shall be assessed against and be a lien upon the subject property.

- b. The Public Officer in his/her sole discretion may postpone any such action aforesaid if he/she believes that the property owner and in some cases the lienholder is acting in good faith to repair and/or rehabilitate the subject property through his, her or its actions, including but not limited to applications made where necessary to the Historic Preservation Commission, Planning Board and/or Zoning Board of Adjustment and/or Zoning Department.

§ 12-5.11. Enforcement Against Certain Lienholders. [Ord. No. 2014-36; Ord. No. 2015-19]

- a. Pursuant to N.J.S.A. 46:10B-51 et al., all creditors or lienholders to property subject to this section have ten (10) days from the date that a foreclosure action is filed to serve the foreclosure Summons and Complaint as notification only upon the Municipal Clerk when a foreclosure action has been initiated. This notice must contain all information set forth in the aforesaid statute, including but not limited to the full name and contact information of the representative for the creditor who is responsible for receiving complaints of property maintenance and code violations, the street address and block and lot number of the property. Where the creditor is an out-of-State creditor, the full name and contact information of the in-State representative or agent is required to be provided in the notice to the Municipal Clerk.
- b. Any out-of-State creditor subject to this section who is found by the Municipal Court of Neptune Township to be in violation of the requirement of the notification and appointment of an in-State representative or agent provided to the Municipal Clerk shall be subject to a fine of two thousand five hundred (\$2,500.00) dollars for each day of the violation. Any fines imposed on the creditor for the failure to appoint and notify the Clerk of the appointment of an in-State representative or agent shall commence on the day after the ten-day period, as set forth above. Any in-State creditor who fails to provide contact notification to the Municipal Clerk of a representative or agent to be contacted pursuant to this section, and the creditor is found to be in violation by the Municipal Court of Neptune Township, the creditor shall be subject to a fine of one thousand five hundred (\$1,500.00) dollars per day for each day of the violation, commencing on the day after the ten-day period as set forth above.
- c. All creditors who have filed foreclosure proceedings pursuant to the aforesaid State Statute and prior to transfer of said title at Sheriff's Sale, shall be equally responsible for maintaining the subject property in compliance with this section, and shall receive notice of violations which need to be corrected within thirty (30) days of receipt of said notice, or within ten (10) days of receipt of said notice if the

violation presents an imminent threat to public health and safety. All creditors who are found in violation of this section with regard to the maintenance of the subject property shall be subject to the penalties and fines found under subsection 12-5.13 below. In addition, if the municipality expends public funds in order to abate a nuisance or correct a violation on residential property, the situation being such that the creditor is given notice pursuant to the provisions of this section, but fails to abate the nuisance or correct the violation as directed, the municipality shall have the same recourse against the creditor as it would have against the title owner of the property, including but not limited to the recourse provided under subsection 12-5.10 of this section.

- d. No less than twenty (20%) percent of any money collected pursuant to subsection 12-5.11 shall be utilized by the municipality for Municipal Code enforcement purposes.

§ 12-5.12. Effect on Uniform Construction Code. [Ord. No. 2014-36; Ord. No. 2016-40]

No provision hereof shall be construed as restricting or otherwise abrogating the enforcement and other powers of the Township's Public Officer or Construction Official under the New Jersey Uniform Construction Code, including, without limitation, N.J.S.A. 52:27D-123 et seq. and N.J.A.C. 5:23-1.1 et seq. (collectively, the Code). The provision herein shall be construed as consistent with the enforcement and other powers of the Township's Public Officer and Construction Official under the Code.

§ 12-5.13. Violation and Penalties. [Ord. No. 2014-36; Ord. No. 2015-43]

- a. Any owner or applicable lienholder who is not in compliance with this section or who otherwise violates any provision of this section or the rules and regulations issued hereunder, shall be subject to a fine not exceeding two thousand (\$2,000.00) dollars or a period of community service not exceeding ninety (90) days or imprisonment of a term not exceeding ninety (90) days, or any combination of the aforesaid penalties for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this section shall be recoverable from the owner and in some cases the lienholder and shall be a lien on the subject property.
- b. Any Court verdict or Plea Agreement which requires compliance with this Ordinance shall limit compliance to no more than thirty (30) days from the date of the verdict or agreement with enhanced penalties in the discretion of the Court for non-compliance.
- c. Any owner or applicable lienholder who is in violation of subsection 12-5.8b, c, d and/or e shall be subject to the fines and penalties set forth in subsection 12-5.13a and b in addition to compliance with the payment of all registration fees required in subsection 12-5.8e, entitled Registration Fees.

§ 12-5.14. Discontinuation of Certain Utility Services. [Ord. No. 2014-47]

- a. The Public Officer appointed by the Township of Neptune may act upon the Vacant and Abandoned Property Ordinance, and may initiate a request of any utility to take all necessary steps to enter the premises listed on the Abandoned Property List established pursuant to subsection 12-5.6 of the Vacant and Abandoned Properties Ordinance and this section for the discontinuance of the utility services and the removal of utility equipment from said property, or any property that is determined by the Public Officer to meet the definition of abandoned property, and shall accompany representatives, agents and/or employees of said utility companies, along with any law enforcement officer the Public Officer considers appropriate upon the property at the time of discontinuance of utility service, removal of utility equipment or any action associated therein.
- b. Any owner or applicable lienholder who interferes or takes action to prohibit such entry and discontinuance of service shall be subject to the violations and penalties set forth more fully in subsection 12-5.13 of this section.

§ 4-20. GARAGE SALES.¹

§ 4-20.1. Garage Sales Defined. [Ord. No. 14-16]

- a. Individual garage sale shall include lawn sale, yard sale, basement sale, or any occasion whereby used items owned by the resident of the premises are offered for sale on the premises.
- b. Neighborhood/regional garage sale shall include lawn sale, yard sale, basement sale, or any occasion whereby used items owned by the resident of the premises are offered for sale on the premises owned by the collective residents of a neighborhood offered for the sale throughout the neighborhood. This may include a property owner's organization or group of property owners.

§ 4-20.2. Licensing. [Ord. No. 14-16]

- a. No person or persons shall be permitted to conduct a garage sale without first obtaining a license from the Code Enforcement Officer. For neighborhood/regional garage sale, the Code Enforcement Officer must be notified thirty (30) days in advance of the sales date.
- b. An application for a license shall be made on a form furnished by the Code Enforcement Officer and shall be accompanied by the required fee.
- c. The Code Enforcement Officer shall issue the license provided that the following conditions are met:
 1. The application is complete in all respects with the provisions of this section and all applicable State and municipal requirements.
 2. Any premises on which a licensed garage sale is to be conducted conforms to all requirements of this section and all applicable State and municipal requirements and will be free of fire and other safety hazards.
 3. The date(s) on which the proposed garage sale will be held has been clearly determined.

§ 4-20.3. Fee. [Ord. No. 14-16]

- a. The fee for the issuance of an individual garage sale license shall be ten (\$10.00) dollars.
- b. The fee for the issuance of a garage sale license for participants in a neighborhood/regional garage sale shall be five (\$5.00) dollars.

§ 4-20.4. Regulations. [Ord. No. 14-16]

- a. Any license for a garage sale shall be valid and remain in force for a maximum of

1. Editor's Note: Prior ordinance history: Ordinance Nos. 866, 97-46, 10-20, 10-29.

three (3) days and shall apply only to the person to whom granted and shall not be transferable.

- b. A license shall be valid for a single premises only. Participants in neighborhood/regional garage sale must each obtain a license.
- c. Items must be displayed on the licensed premises only.
- d. A garage sale may not be conducted earlier than 8:00 a.m. nor later than 5:00 p.m.
- e. Posting of signs shall be in accordance with the Township's Sign Ordinance.
- f. No person shall be issued more than two (2) licenses within twelve (12) months for the purpose of conducting a garage sale. Participation in a neighborhood/regional garage sale shall not be counted towards the two (2) annual individual licenses.
- g. No more than two (2) licenses for a neighborhood/ regional garage sale shall be issued within a twelve (12) month period.
- h. Any person to whom a license is granted shall be required to exhibit such license in a conspicuous location.

§ 4-20.5. Revocation of License. [Ord. No. 14-16]

Any license under this section shall be deemed null and void at the discretion of the Chief Law Enforcement Officer of the Township or his/her authorized representative for any of the following reasons:

- a. Creating a nuisance or other public disturbance.
- b. Creating traffic or other safety hazard.
- c. Impeding pedestrian traffic.

TOWNSHIP COMMITTEE MEETING – May 23, 2022 – 7:00 P.M.

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

Roll Call	Present/ Absent
Dr. Michael Brantley	_____
Keith Cafferty	_____
Robert Lane, Jr.	_____
Tassie D. York	_____
Nicholas Williams	_____

Also present: Gina M. LaPlaca, Business Administrator; Gene Anthony, Township Attorney; Gabriella Siboni, 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 Williams announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster and the Asbury Park Press on January 6, 2022, 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 meeting of May 9, 2022.

PRESENTATION

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.

PUBLIC HEARING AND FINAL ADOPTION ORDINANCES:

Ordinance No. 22-18 An Ordinance To Amend Volume I, Chapter Vii Of The Code Of The Township Of Neptune By Removing A Resident Only Handicapped Parking Zone On Broadway And Ocean And Adding On Broadway And Surf

Explanatory Statement: This ordinance authorizes a resident only handicapped parking zone in front of 143 Broadway and 6 Surf Ave. and removes resident only handicapped parking zone in front of 83 Broadway and 30 Ocean Pathway Apt 3A.

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Cafferty _____ Lane _____ York _____ Williams _____

ORDINANCES FOR FIRST READING

Ordinance No. 22-19 An Ordinance To Of The Township Of Neptune To Amend And Supplement Chapter 23 Parks And Recreational Facilities By Amending Sections 1.2 “Permitting And Regulations”, 1.3 “Posting Of Rules And Regulations”, 2.1 “Conduct”

Explanatory Statement: This ordinance amends Chapter 23 Parks and Recreational Facilities to amend permitting and regulations to include safety requirements and address refuse, amend posting and regulations to include conduct regulations, and amend Conduct to include additional rules and regulations deemed necessary.

The Clerk announces that the Public Hearings on Ordinances will be held at the next Township Committee meeting on June 13, 2022.

CONSENT AGENDA

- Res # 247** Authorizing The Township Of Neptune To Accept Subordination Of Mortgage Between Melanie Pelosi And Principal Financing Institution
- Res # 248** Accept The Resignation Of Chris Andrews As A Driver In The Public Works Department
- Res # 249** Accept The Resignation Of Jazzmar Clax As A Driver In The Public Works Department
- Res # 250** A Resolution Authorizing The Refund Of Taxes As A Result Of An Overpayment
- Res # 251** Resolution Authorizing Agreement Between Neptune Township And Interfaith Neighbors, Inc. For Participation In The Senior Congregate Meals Program
- Res # 252** Place Lien On Various Properties
- Res # 253** A Resolution Accepting A Grant From The Hazardous Discharge Site Remediation Fund Public Entity Program Through The New Jersey Economic Development Authority And The New Jersey Department Of Environmental Protection
- Res # 254** A Resolution Approving The Design For The Concrete Pumptrack Phase 2 Addition To Sunshine Village Park Skatepark
- Res # 255** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing A Chapter 159 Budget Amendment To Insert Revenue Received For The 2022 Click It Or Ticket Grant
- Res # 256** A Resolution Of The Township Committee Of The Township Of Neptune To Become A Member Of The National Cooperative Purchasing Program Commonly Known As Goodbuy Purchasing Cooperative
- Res # 257** Authorizing The Township Committee Of The Township Of Neptune To Execute Change Order #1 For \$76,951.20 With P&A Construction Inc. For 2021 Road Improvement Project For A New Contract Total Of \$1,769,833.04

Res # 258 A Resolution Of The Township Committee Of The Township Of Neptune
Granting Permission For Closure Of Road In Relation To Juneteenth Celebration
On June 18, 2022

Res # 259 Authorize The Payment Of Bills

CONSENT AGENDA

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Cafferty _____ Lane _____ York _____ Williams _____

SEPARATED RESOLUTIONS

Res # 260 Authorizing Certain Personnel Actions- Public Works

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Cafferty _____ Lane _____ York _____ Williams _____

Res # 261 Authorizing Certain Personnel Actions- Police Department

Offered by: _____ Seconded by: _____
Vote: Brantley _____ Cafferty _____ Lane _____ York _____ Williams _____

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

Offered by: _____ Seconded by: _____

**TOWNSHIP OF NEPTUNE
ORDINANCE NO. 22-18**

**AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII OF THE CODE OF THE
TOWNSHIP OF NEPTUNE BY REMOVING A RESIDENT ONLY HANDICAPPED
PARKING ZONE ON BROADWAY AND OCEAN AND ADDING ON BROADWAY AND
SURF AVE.**

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>
Surf Ave.	1	South Side of Surf Avenue beginning 162 feet west of the southwest intersection of Surf Avenue and Ocean Avenue
Broadway	1	North side of Broadway, beginning 94 feet east of the northeast intersection of Broadway and Lawrence Ave.

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>
Ocean Pathway	1	South side of Ocean Pathway beginning 100 feet west of the southwest intersection of Ocean Pathway and Beach Avenue
Broadway	1	North side of Broadway beginning 89 feet east of the northeast intersection of Broadway and Pennsylvania Avenue

SECTION 3

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

Motion/ Second	Roll Call To Adopt On First Reading	Adopted on First Reading Dated:
	YAY NAY ABSTAIN ABSENT	
	Dr. Michael Brantley Keith Cafferty Robert Lane, Jr. Tassie D. York Nicholas Williams	_____ Gabriella Siboni, RMC Township Clerk

Motion/ Second	Roll Call To Adopt On Second and Final Reading	Adopted on Second Reading Dated:
	YAY NAY ABSTAIN ABSENT	
	Dr. Michael Brantley Keith Cafferty Robert Lane, Jr. Tassie D. York Nicholas Williams	_____ Gabriella Siboni, RMC Township Clerk

Gabriella Siboni
Township Clerk

Nicholas Williams
Mayor

**TOWNSHIP OF NEPTUNE
ORDINANCE NO. 22-19**

**AN ORDINANCE TO OF THE TOWNSHIP OF NEPTUNE TO AMEND AND
SUPPLEMENT CHAPTER 23 PARKS AND RECREATIONAL FACILITIES BY AMENDING
SECTIONS 1.2 “PERMITTING AND REGULATIONS”, 1.3 “POSTING OF RULES AND
REGULATIONS”, 2.1 “CONDUCT”**

BE IT ORDAINED, by the Township Committee of the Township of Neptune that the Ordinance be and is hereby amended as follows: [Items removed have strikethroughs, additions are bold and underlined]

SECTION 1.

§23-1 Parks and Recreational Facilities

§ 23-1.2 Permitting and Regulations

The playfields and appropriate field permitting shall be under the supervision of the Recreation Director for the Township, hereinafter referred to as Director.

- a. Organized play is approved by permit only through the Recreation Office. Pick-up play is allowed, preferably on the designated Open Play Field. Open/Closed signs indicating field conditions/maintenance must also be observed. Mini parks will be open for all from sunrise to sunset.
- b. No motorized or non-motorized vehicle of any description shall be permitted upon any portion of the playfields unless authorized in writing by the Director.
- c. No motor vehicle shall be parked in the area of the playfields except at those places designated for parking.
- d. No alcoholic beverages shall be permitted at any time within the perimeter of the Shark River Hills Field and Jumping Brook Field.
- e. No food or beverage shall be sold at the playfields without first obtaining a mercantile license from the Township.
- f. No recreational activity shall be permitted on Sundays on fields 1, 2, and 3 located at the Jumping Brook Fields. No persons shall be allowed at playfields and parks after sunset until the sunrise following.
- g. **Minors should be accompanied by an adult, parent or guardian who will be responsible for their safety, supervision and behavior.**
- h. **All refuse must be disposed of in receptacles provided by the Township for such purposes. If those receptacles are filled, refuse must be carried out of the park and disposed of appropriately.**

§23-1.3 Posting of Rules and Regulations

The rules and regulations set forth in subsection 23-1.2 **and 23-2.1** shall be posted at each field.

§23-2.1 Conduct

While in a public park or recreation area, all persons shall conduct themselves in a proper and orderly manner, and in particular, no person shall:

- a. Willfully mark, deface, disfigure, injure, tamper with, displace or remove any buildings, bridges, tables, benches, fireplaces, railings, paving materials, public utilities or appurtenances thereof, signs, notices or placards (whether temporary or permanent), monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
- b. Fail to cooperate in maintaining restrooms and washrooms in a neat and sanitary condition.

- c. Dig or remove any soil, rock, sand, stones, trees, shrubs, plants or other wood or, materials, or make any excavation by tool, equipment, or other means.
- d. Construct or erect any building or structure of whatever kind (whether permanent or temporary) or run or string any public service utility into, upon or across such lands, except on special written permit issued hereunder.
- e. Damage, cut, carve, transplant or remove any tree or plant, or injure the bark, or pick flowers or seed of any tree or plant, dig in or otherwise disturb grassed areas, or in any other way injure the natural beauty or usefulness of any area.
- f. Climb any tree or walk, stand or sit upon monuments, vases, planters, fountains, railings, fences or upon any other property not designated or customarily used for such purposes.
- g. Tie or hitch an animal to any tree or plant.
- h. Hurt, molest, kill, wound, trap, abuse, shoot, pursue or throw objects at, or have in his/her possession any animal, reptile or bird found within any park, nor shall their habitats be disturbed, except where specifically designated and permitted. No person shall purchase, sell, accept or give away any such animal, reptile, bird or eggs except as may be specifically provided for and permitted.
- i. Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream or other body of water in any park or any tributary stream, storm sewer, or drain flowing into such water, any substance, matter or thing, liquid or solid, which may result in the pollution of said waters.
- j. Have brought in, dump in, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, garbage, refuse, or organic or inorganic solid liquid waste.
- k. Drive or park any vehicle on any area except the paved park roads or parking areas, or such areas as may on occasion be specifically designated as temporary parking areas by Township of Neptune.
- l. Leave a vehicle standing or parked at night in established parking areas or elsewhere in the park areas. No motor vehicle shall be parked in said park areas from one half hour after sunset until sunrise, except as otherwise permitted.
- m. Ride a bicycle without reasonable regard to the safety of others.
- n. Leave a bicycle lying on the ground or paving or set against trees, or in any place or position where a person may trip over or be injured by it.
- o. Swim, bathe, or wade in any waters or waterways in any park, except in such waters and at such places as may be specifically designated for such activities.
- p. Bring into or operate any boat, raft, or other watercraft, whether motor powered or not, upon any waters, except at places designated for boating by Township of Neptune. Such activity shall be in accordance with applicable regulations as are now or will hereafter be adopted.
- q. Fish in any area where bathing is permitted.
- r. Shooting into park areas from beyond park boundaries is forbidden. No person shall carry or possess firearms of any description, spring-guns, bow and arrows, slings or any other forms of weapons or devices potentially inimical to wildlife or dangerous to human safety, or any instrument that can be loaded with and fire blank cartridges, or any kind of trapping device, except as may be specifically permitted.
- s. Violate the regulation that use of individual fireplaces together with tables and benches follows the generally accepted rule of "first come, first served."
- t. Use any portion of the picnic area or any of the buildings or structures therein for the purpose of holding picnics to the exclusion of other persons, nor shall any person use such areas and facilities for an unreasonable time if the facilities are crowded.
- u. Set up tents, shacks, or any other temporary shelter for the purpose of overnight camping,

nor shall any person leave in a park after closing hours any movable structure or special vehicle to be used or that could be used for such purpose, such as a house-trailer, camp-trailer, camp-wagon, or the like except in those areas designated by Township of Neptune for those purposes.

- v. Ride a horse except on designated bridle trails, where permitted. Horses shall be thoroughly broken and properly restrained, and ridden with due care, and shall not be allowed to graze or go unattended, nor shall they be hitched to any rock, tree or shrub.
- w. Bring alcoholic beverages or drink same at any time except in such areas and under such regulations as may be designated and permitted by Township of Neptune.
- x. Have in his/her possession, set or otherwise cause to explode, discharge, or burn, any fireworks, firecrackers, or explosives or flammable material, or discharge them or throw them into any such areas from lands or highways adjacent thereto.
- y. Be responsible for the entry of a dog or other domestic animal into areas clearly marked by Township of Neptune signs bearing the words "Domestic Animals Prohibited in this Area". All domestic animals in those areas where such animals are permitted shall be adequately restrained at all times.
- z. Solicit alms or contributions for any purpose, whether public or private except in such areas and under such regulations as may be designated and permitted by Township of Neptune.
- aa. Build, or attempt to build, a fire except in such areas and under such regulations as may be designated by Township of Neptune. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes, cigars, tobacco, paper or other flammable material within any park or on any highways, roads, or streets abutting or contiguous thereto.
- bb. Gamble, participate in, or abet any game of chance except in such areas and under such regulations as may be designated by Township of Neptune.
- cc. Go onto the ice on any waters except such areas as are designated as skating fields, and provided a safety signal is displayed.
- dd. Disturb or interfere unreasonably with any person or party occupying any area or participating in any activity under the authority of a permit.
- ee. Expose, or offer for sale, any article or thing, nor place any stand, cart, or vehicle for the transportation, sale, or display of any such article or thing. Exception is made for any permitted or licensed concessionaire acting by and under the authority and regulation of Township of Neptune.
- ff. Paste, glue, tack, or otherwise post any sign, placard, advertisement, or inscription whatever, nor shall any person erect, or cause to be erected, any sign on any park lands or roads in any park.
- gg. Golf or engage in any activity that creates divots or damage to the surface of any ball field, park or recreational area.
- hh. Smoke, chew, or possess lighted cigarettes, pipes, cigars, electronic cigarettes, or any other type of tobacco product.
- ii. **Smoke, chew, or possess lighted cigarettes, pipes, cigars, electronic cigarettes, or any other type of cannabis product.**
- jj. **Use or operate any grill including, but not limited to charcoal, propane, or electric grills.**
- kk. **Be in possession of any container made of glass.**
- ll. **Be in possession of or bring any type of balloon.**
- mm. **Be in possession of or bring any type of confetti, or material that will disperse on use or be thrown.**

nn. Conduct or operation of any business or commercial activity unless a license or permit has been obtained from the Township

oo. Soliciting contributions or donations, gambling and games of chance

SECTION 2.

The remainder of all other sections and subsections of the aforementioned ordinance not specifically amended by this Ordinance shall remain in full force and effect.

SECTION 3.

All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency.

SECTION 4.

If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 5.

This Ordinance shall take effect upon its passage and publication according to law.

Motion/ Second	Roll Call To Adopt On First Reading					Adopted on First Reading Dated: February 14, 2022
		YAY	NAY	ABSTAIN	ABSENT	
	Dr. Michael Brantley				X	
Second	Keith Cafferty	X				
Motion	Robert Lane, Jr.	X				<hr/> Gabriella Siboni, RMC Township Clerk
	Tassie D. York				X	
	Nicholas Williams	X				

Motion/ Second	Roll Call To Adopt On Second and Final Reading					Adopted on Second Reading Dated: February 28, 2022
		YAY	NAY	ABSTAIN	ABSENT	
Second	Dr. Michael Brantley	X				
	Keith Cafferty	X				
Motion	Robert Lane, Jr.	X				<hr/> Gabriella Siboni, RMC Township Clerk
	Tassie D. York	X				
	Nicholas Williams	X				

Gabriella Siboni
Township Clerk

Nicholas Williams
Mayor

TOWNSHIP OF NEPTUNE

RESOLUTION #22-248

**ACCEPT THE RESIGNATION OF CHRIS ANDREWS AS A DRIVER IN THE PUBLIC
WORKS DEPARTMENT**

WHEREAS, the Human Resources Director has received a letter from Chris Andrews resigning as a Driver in the Public Works Department effective May 12, 2022,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of noted above is hereby accepted; and,

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

TOWNSHIP OF NEPTUNE

RESOLUTION #22-249

ACCEPT THE RESIGNATION OF JAZZMAR CLAX AS A DRIVER IN THE PUBLIC WORKS DEPARTMENT

WHEREAS, the Human Resources Director has received a letter from Jazzmar Clax resigning as a Driver in the Public Works Department effective May 10, 2022,

THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that the resignation of noted above is hereby accepted; and,

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

TOWNSHIP OF NEPTUNE

RESOLUTION 22-250

A RESOLUTION AUTHORIZING THE REFUND OF TAXES AS A RESULT OF AN OVERPAYMENT

WHEREAS, the properties listed below reflect overpayments, and:

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

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

BE IT FURTHER RESOLVED, That a copy of this resolution be forwarded to the Tax Collector, Treasurer and Auditor.

Block	Lot	Assessed to	Address	Year	Amount
1204	1C104	Meridian	1944 Corlies Ave 101B	2022	\$7,702.94
1204	1C203	Meridian	1944 Corlies Ave 203	2022	\$6,753.15
416	10	Hillard	1304 7 th Ave.	2022	3,720.00

TOWNSHIP OF NEPTUNE

RESOLUTION #22-251

RESOLUTION AUTHORIZING AGREEMENT BETWEEN NEPTUNE TOWNSHIP AND INTERFAITH NEIGHBORS, INC. FOR PARTICIPATION IN THE SENIOR CONGREGATE MEALS PROGRAM

WHEREAS, Interfaith Neighbors, Inc. is in need of an Agreement with Neptune Township in order to provide noon time meal service to approximately 60 to 70 senior citizens at the Neptune Township Senior Center located at 1607 Corlies Avenue, Neptune Township; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, authorizes municipalities, along with other public entities, to contract with each other for shared services; and

WHEREAS, the Township of Neptune and Interfaith Neighbors, Inc. are desirous of entering into an Agreement whereby Neptune Township at its Senior Center provides to services aforesaid per an Agreement, a true copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, that the governing body hereby authorizes the Township of Neptune enter into an Agreement for the services aforesaid and the terms set forth in the Agreement attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the governing body hereby authorizes the Mayor and Clerk to execute the Agreement set forth more fully in Exhibit A.

AGREEMENT

This Agreement is made on the 1st day of January, 2022.

Whereas, Interfaith Neighbors, Inc., a non-profit corporation organized for the purpose of providing assistance to and generally supporting the needs of underprivileged persons, has contracted with the Monmouth County Board of Chosen Freeholders to provide congregate meals for senior citizens;

Whereas, Interfaith Neighbors, Inc., provides noon-time meal services to approximately 60-70 senior citizens as part of its senior congregate meals program at the Neptune Senior Center located at 1607 Corlies Avenue, Neptune, NJ. (Interfaith Neighbors, Inc. reserves the right to restrict the number of participants who will generally be served because of budget restraints);

Whereas, Interfaith Neighbors, Inc., wishes to engage the services of Neptune Township and Neptune Township wishes to provide services to Interfaith Neighbors and to the senior citizens who participate in this program at the Neptune Senior Center;

Therefore, Interfaith Neighbors, Inc. and Neptune Township hereby agree to enter into this Agreement to facilitate the operation of the program.

1. Neptune Township will, at its expense, provide qualified individual(s) employees who will be responsible for serving meals to senior citizen program participants consistent with the manner in which the program is presently operated, and for preparation of the facility prior to the meals and for clean-up of the facility after the meals, and for obtaining, securing and returning the materials in which the meals are served, delivered or remain unused.
2. Interfaith Neighbors, Inc. will prepare and supply the food in bulk. Neptune Township employee(s) will keep the prepared food at the proper temperature and serve it at the appropriate time.
3. Interfaith Neighbors, Inc. will also provide a sufficient quantity of paper products and a limited quantity of canned food which will be available to use on an emergency basis ("back-up" food).
4. Neptune Township employee(s) will be responsible for the collection of donations made by program participants and for the daily deposit of said donations into a bank account maintained by Interfaith Neighbors, Inc. Said employee(s) shall keep satisfactory records of the deposits to Interfaith Neighbors, Inc. Interfaith Neighbors, Inc. will supply necessary deposit slips. It is a requirement that two people, Neptune Township employee(s) and/or volunteers, count the money together and make out deposit slips in full view of each other. Interfaith Neighbors, Inc. reserves the right to increase (or lower)

the suggested donation amount and Neptune Township agrees to comply with this right.

It must be understood that each participant will be given a free and voluntary opportunity to contribute. The privacy of each participant must be respected and no one is to be refused a meal for failure to make a contribution.

5. Interfaith Neighbors, Inc. will provide Neptune Township with blank forms and Neptune Township will use these forms to keep accurate records on a daily basis of the names of all program participants and will, on the first day of each month, provide Interfaith Neighbors, Inc. with a completed monthly recapitulation sheet, as well as other forms required by Interfaith Neighbors, Inc. These are the same forms presently being used.
6. Neptune Township employee(s) will follow the rules and regulations of the senior meal program and will attend, when possible, the site manager's meetings held by Interfaith Neighbors, Inc. on a ~~monthly~~^{periodic} basis. * periodic
7. Interfaith Neighbors, Inc. will make periodic unannounced monitoring visits in order to insure that the Neptune Township employees are operating the program properly and in accordance with this agreement and the rules and regulations of the senior meal program. Similar visits will be made by representatives of county and state agencies monitoring the program.
8. Neptune Township will provide kitchen and dining space for the Nutrition Program between the hours of 8:30 a.m. – 3:30 p.m., 247 days per year, to accommodate approximately 60-70 people per day.
9. Neptune Township will provide specific furnishings, space, and equipment including adequate restroom facilities, kitchen facilities, storage space, adequate heat and air conditioning, snow and garbage removal, parking facilities and fixtures to accommodate the participants.
10. Interfaith Neighbors, Inc. will provide assurance that the congregate site will be in compliance with all federal, state, county and municipal health codes, as they relate to the operation of the Nutrition Program.
11. Interfaith Neighbors, Inc. will provide a telephone at no expense to Neptune Township.
12. Interfaith Neighbors will provide a certificate of insurance evidencing general liability, excess liability, workers' compensation and employer's liability coverage.

13. Availability of Funds. The parties hereto recognize that this Agreement, made on behalf of Interfaith Neighbors, Inc., is dependent upon such funding appropriation as may be made by the County of Monmouth, State of New Jersey, the Federal government or other funding sources. Interfaith Neighbors, Inc. shall not be held liable for any breach of this Agreement because of the absence of available funding appropriations.
14. Interfaith Neighbors, Inc. will pay Neptune Township \$1,984.00 per month January-December, for these services.
15. This Agreement shall begin on January 1, 2022 and end on December 31, 2022. This Agreement may be cancelled by either party for any or no reason by thirty (30) days written notice.
16. The parties hereto agree that no statement, remark, agreement or understanding, oral or written, not contained herein will be recognized or enforced.
17. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by both parties.
18. Indemnification/Hold Harmless. Neptune Township shall indemnify and shall hold Interfaith Neighbors, Inc., the members of Interfaith Neighbors, Inc. and its officers, agency, and employees harmless against liability, and Neptune Township shall pay any and all, liability, loss, cost, damage, claims, judgement or expense, of any and all kinds or nature, which shall be imposed by law, which Interfaith Neighbors, Inc., the members of Interfaith Neighbors, Inc. and its officers, agency, and employees may sustain or be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death or damage of property, whether real, personal or both, or upon or arising out of any services described in this Agreement undertaken by Neptune Township, its officers, agency and employees.

During the term of this Agreement, Interfaith Neighbors, Inc. shall indemnify and shall hold Neptune Township, the members of its governing body and its officers, agency, and employees harmless against liability and Interfaith Neighbors, Inc. shall pay any and all, liability, loss, cost, damage, claims, judgement or expense, of any and all kinds or nature, which shall be imposed by law, which Neptune Township, the members of its governing body and its officers, agency, and employees may sustain or be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death or damage of property, whether real, personal or both, or upon or arising out of any ^{*gross} services described in this Agreement undertaken by Interfaith Neighbors, Inc., its officers, agency and employees.

negligence in performing


UNC

Neptune Township and Interfaith Neighbors, Inc., agree that Neptune Township shall give an authorized Interfaith Neighbors, Inc., representatives prompt written notice of the filing of each such claim and the institution of each such suit or action, and Interfaith Neighbors, Inc. shall give an authorized Neptune Township representative prompt written notice of the filing of each such claim and the institution of each such suit or action.


19. Compliance with Laws and Regulations. Neptune Township and Interfaith Neighbors, Inc., agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.
20. No Personal Liability. No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee, governing body member, and/or Agent of Neptune Township or Interfaith Neighbors, Inc., in his or her individual capacity, and neither the officers, agents, or employees of Neptune Township or Interfaith Neighbors, Inc., nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.
21. Independent Counsel: The parties hereby acknowledge that they have independent legal counsel of their own choosing in order to have this Agreement reviewed and approved and in order to receive independent and separate advice regarding every aspect to this Agreement. Moreover, the parties agree that whoever prepared the Agreement, the preparation was not to give one or the other party a legal advantage in construction or interpretation should there be a claim by the parties or third party in the future.
22. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon Neptune Township, Interfaith Neighbors, Inc., and their respective successors and assigns.
23. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. Counterparts. The Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
25. Further Assurances and Corrective Measures. Interfaith Neighbors, Inc. and Neptune Township shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for correcting any inadequate or incorrect description of the service or to correct any inconsistent or ambiguous term hereof.
26. Governing Law. The terms of this Agreement shall be governed by and construed interpreted and enforces in accordance with the laws of the State of New Jersey.
27. Agency Relationship. It is hereby acknowledged that the parties and all their personnel used to assist any party to this Agreement are performing the services under this Agreement as general agents of Neptune Township or Interfaith Neighbors, Inc., for which they are performing said services, and shall use all powers of performance reasonably necessary and convenient to carry out the duties, obligations and responsibilities under the Agreement and allowable by law.

In witness hereof, the said parties have hereunto set their hands and seals on the day and year written below.

 _____ Walter Craig, Associate Executive Director Interfaith Neighbors, Inc.	_____ Nicholas Williams, Mayor Township of Neptune
--	--

Date: <u>March 29, 2022</u>	Date: _____
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Witness:  _____ Tracy Rademacher	Attest: _____ Title: _____
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RESOLUTION #22-252

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,

Block	Lot	Address	Amount
1003	3	121 Highway 35	\$937.67
503	11	1300 Heck Ave.	\$342.50

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

TOWNSHIP OF NEPTUNE

RESOLUTION 22-253

**A RESOLUTION ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE
REMEDICATION FUND PUBLIC ENTITY PROGRAM THROUGH THE NEW JERSEY
ECONOMIC DEVELOPMENT AUTHORITY AND THE NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

Whereas, Township of Neptune has applied for an has been awarded a grant in the amount of up to \$7,813.62 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the New Jersey Department of Environmental Protection and the New Jersey Economic Development Authority for Remedial Action of eh Shark River Municipal Marina Property,

Now, Therefore be it resolved, by the Mayor and Township Committee of the Township of Neptune that:

1. The above referenced grant is hereby accepted
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, Public Works Director, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.
3. That a comprehensive plan exists specifically for the development or redevelopment of contaminated or potentially contaminated real property in the host municipality or that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three-year period from the completion of the remediation.
4. That a certified copy of this resolution be forwarded to the New Jersey Economic Development Authority, Business Administrator, Chief Financial Officer and Harbor Master.

TOWNSHIP OF NEPTUNE

RESOLUTION 22-254

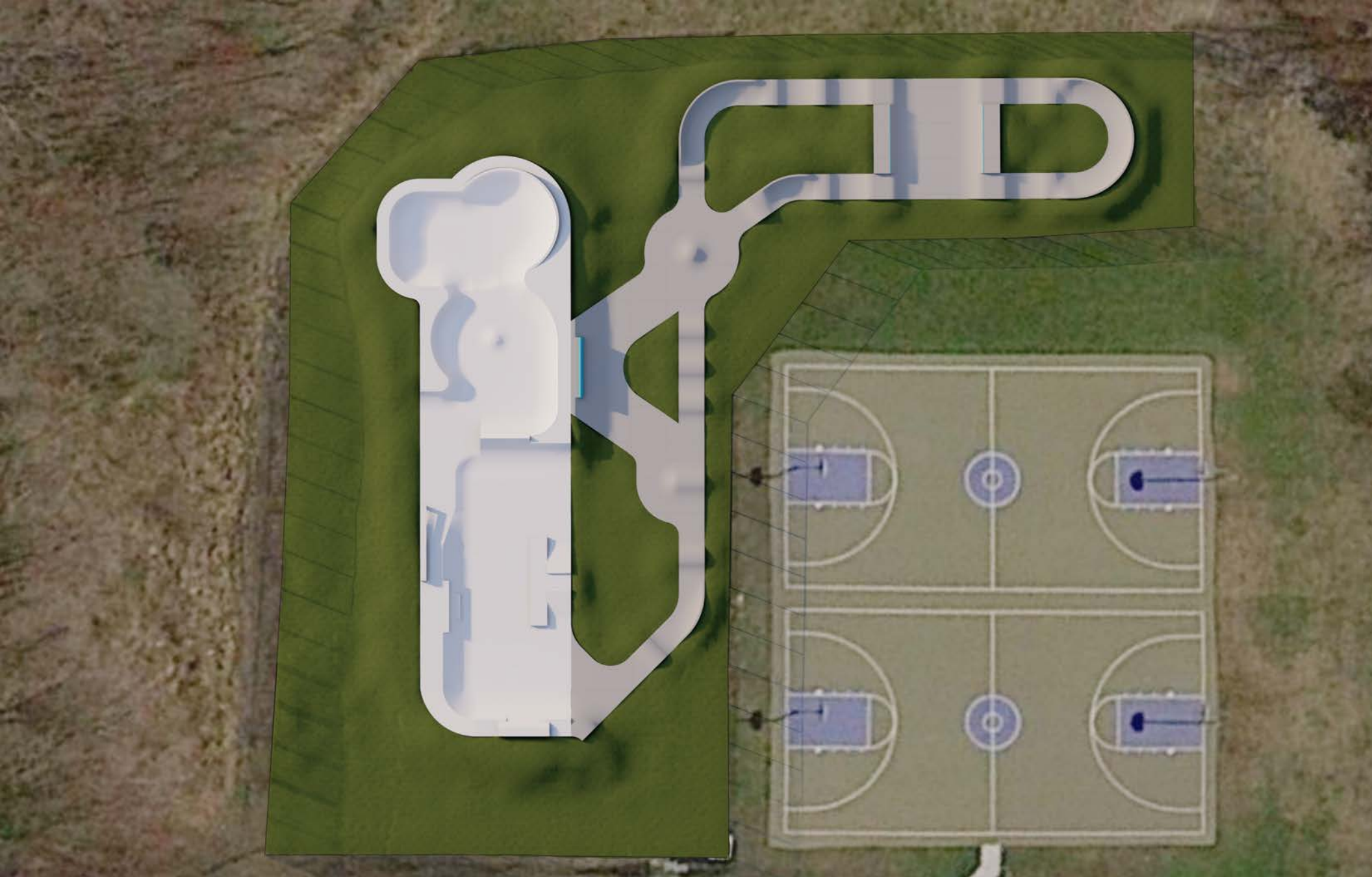
**A RESOLUTION APPROVING THE DESIGN FOR THE CONCRETE PUMPTRACK PHASE 2
ADDITION TO SUNSHINE VILLAGE PARK SKATEPARK**

WHEREAS, Township of Neptune authorized an agreement with Spohn Ranch Skateparks through resolution 22-177 on March 28, 2022, and;

Whereas, Spohn Ranch Skateparks has provided Neptune Township with the proposed design of Concrete Pumptrack Phase 2 addition to the Sunshine Village Park, and;

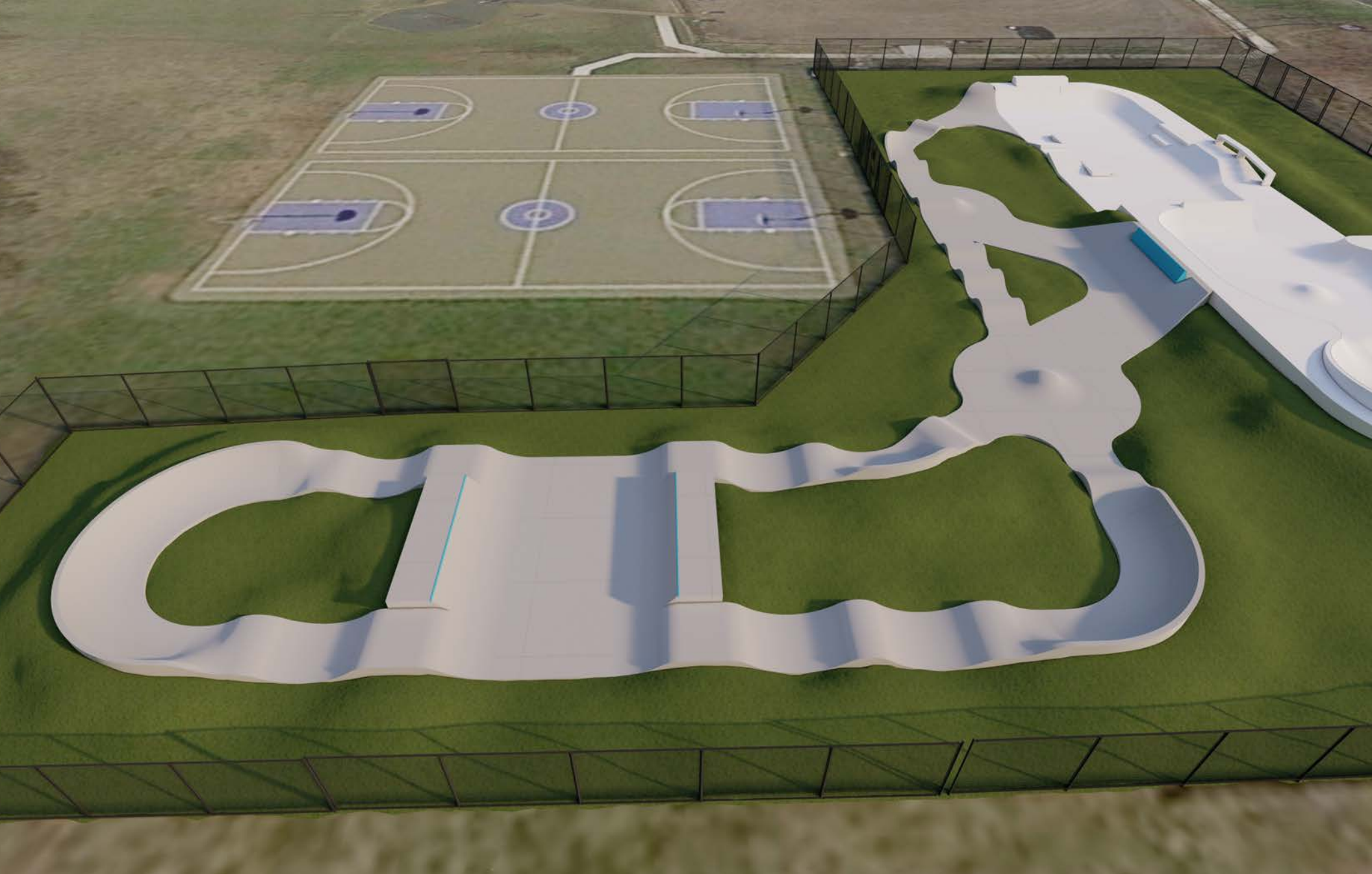
Now, Therefore be it resolved, by the Mayor and Township Committee of the Township of Neptune that:

1. The design has been reviewed by Township Officials and is hereby approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, Public Works Director, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.
3. That a certified copy of this resolution be forwarded to the Business Administrator, Chief Financial Officer and Recreation Director.



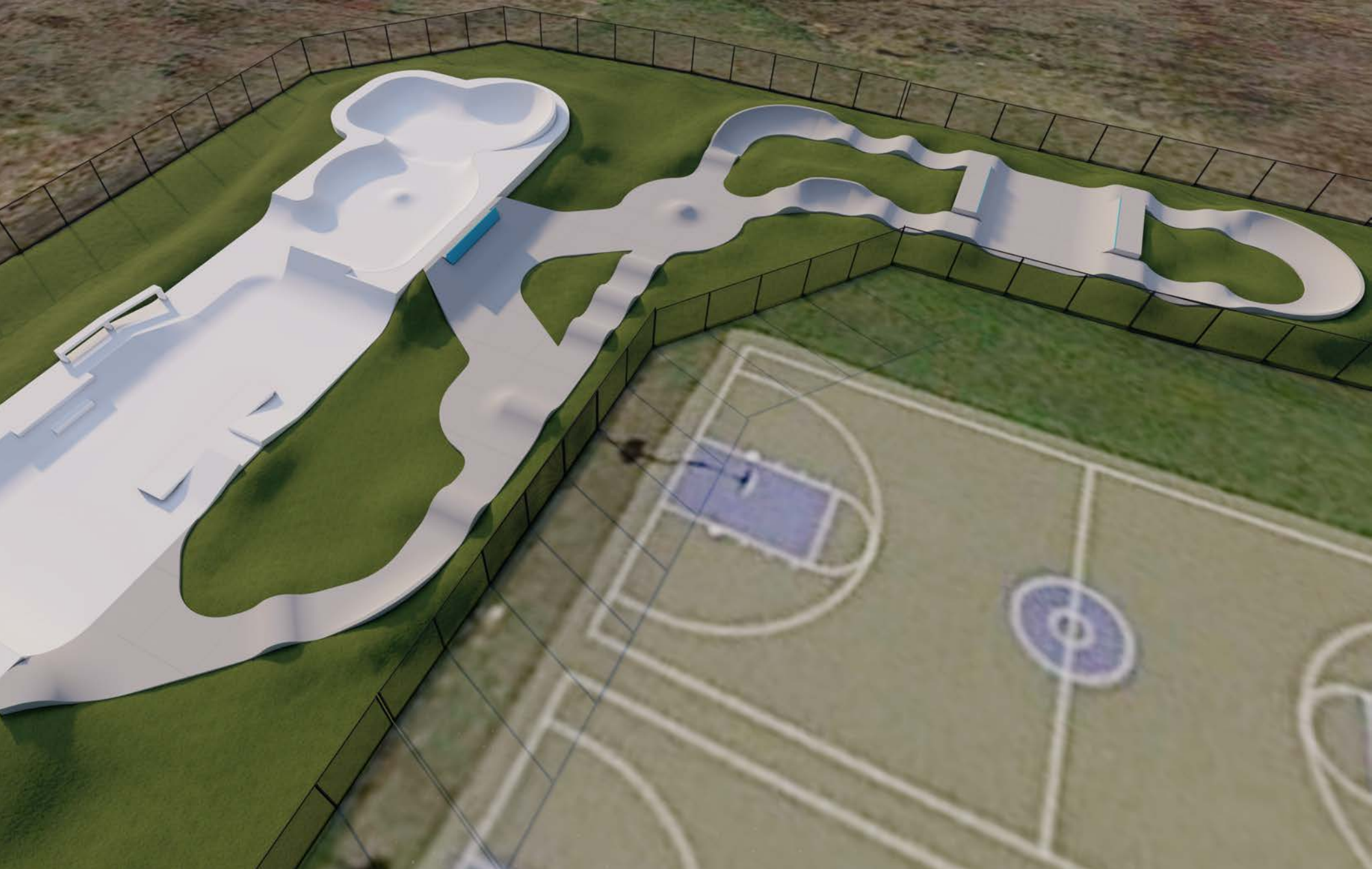
Sunshine Village Skatepark | Pumptrack

Conceptual Design 3.25.22



Sunshine Village Skatepark | Pumptrack

Conceptual Design 3.25.22



Lincoln Playground Skatepark | Utica, NY

Sample Conceptual Design 3.25.22

**TOWNSHIP OF NEPTUNE
RESOLUTION 22-255**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE AUTHORIZING A CHAPTER 159 BUDGET AMENDMENT TO INSERT
REVENUE RECEIVED FOR THE 2022 CLICK IT OR TICKET GRANT**

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

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

WHEREAS, the Township received \$7,000.00 .for Highway Traffic Safety Mobilization 2022 Click it or Ticket and wishes to amend its 2022 budget to include this amount as revenue, and;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Committee of the Township of Neptune hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget for the year 2022 in the sum of received \$7,000.00 which is now available as revenue from:

Miscellaneous Revenues

Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services:

Highway Traffic Safety Mobilization 2022 Click it or Ticket Fund received \$7,000.00

BE IT FURTHER RESOLVED, that a like sum of received \$7,000.00 and the same is hereby appropriated under the caption of:

Additional Appropriations Offset by Revenues:

Highway Traffic Safety Mobilization 2022 Click it or Ticket Fund received \$7,000

**TOWNSHIP OF NEPTUNE
RESOLUTION 22-256**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE TO BECOME A MEMBER OF THE NATIONAL COOPERATIVE
PURCHASING PROGRAM COMMONLY KNOWN AS GOODBUY PURCHASING
COOPERATIVE**

WHEREAS, the Township of Neptune desires to become a member of the Goodbuy Purchasing Cooperative, a National Cooperative Purchasing Program, and;

WHEREAS, membership in the program will be effective immediately and membership will renew automatically, unless terminated sooner by a resolution of the Township Committee, and;

WHEREAS, there is no fee to join and participate in this cooperative purchasing program.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune that is hereby authorizes the Township of Neptune to become a member of the National Cooperative Purchasing Program commonly known as Goodbuy Purchasing Cooperative and All Township officials, including, but not limited to, the Mayor, Business Administrator, Public Works Director, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.

**TOWNSHIP OF NEPTUNE
RESOLUTION 22-257**

AUTHORIZING THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE TO EXECUTE CHANGE ORDER #1 FOR \$76,951.20 WITH P&A CONSTRUCTION INC. FOR 2021 ROAD IMPROVEMENT PROJECT FOR A NEW CONTRACT TOTAL OF \$1,769,833.04

WHEREAS, on October 25, 2021, the Township Committee adopted Resolution #21-378 which awarded a bid to P&A Construction, Inc. in the amount of \$1,692,881.84 in connection with 2021 Road Improvement Program Contract, and;

WHEREAS, Change Order #1 reflects a total contract amount change of \$76,951.20, which reflects the following changes:

- Removal of work to be completed on 9th and 10th avenues due to sanitary improvements.
- Addition of sections of Sunshine Village

WHEREAS, the Township of Neptune, pursuant to N.J.A.C. 5:30-11.99, desires to amend its contract with P&A Construction, Inc. to reflect those changes, and;

WHEREAS, Change Order #1 account for a change in amount of \$76,951.20 has been prepared to reflect an increase in the contract quantities and is a 4.546% change in original contract price, and;

WHEREAS, the Township's attorney has reviewed the project and Change Order #1 and recommends the Township Execute Change Order #1, and;

WHEREAS, the total new contract price shall be \$1,769,833.04 after Change Order #1 has been accepted and executed by the Township, and;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Neptune, County of Monmouth, State of New Jersey that:

1. Change Order #1 which increases the contract amount by \$76,951.20 for the contract between the Township of Neptune and P&A Construction Inc be executed thereby increasing the new total contract price for the project to \$1,769,833.04.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, Engineer, and Municipal Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution.

I, Gabriella Siboni, Clerk of the Township of Neptune hereby certify that the foregoing is a true copy of a resolution duly adopted by the Township Committee of the Township of Neptune, Monmouth County, State of New Jersey at a meeting held on May 23, 2022

Gabriella Siboni
Township Clerk

Certification of Funds

I, Michael Bascom, Chief Financial Officer of the Township of Neptune, do hereby certify to the Township Committee of the Township of Neptune that funds are available for the execution of Change Order #1 with P&A Construction Inc be executed thereby increasing the new total contract price for the project to \$1,769,833.04

Account Name	Account Number
_____	_____
_____	_____

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 22-258

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE GRANTING PERMISSION FOR CLOSURE OF ROAD IN RELATION TO
JUNETEENTH CELEBRATION ON JUNE 18, 2022**

WHEREAS, A request to the Mayor and Township Committee of the Township of Neptune requesting permission to close West Lake Ave between Rt. 25 and Drummond Ave in relation to the Juneteenth Celebration, and;

WHEREAS, The Township Clerk with consultation from the Business Administrator, Chief Financial Officer and Police Department have found this activity to be allowable, and;

WHEREAS, any necessary licenses or inspections that may be required for any activities occurring during such event by State Law or Local ordinance must be applied for and obtained prior to the event, and;

BE IT RESOLVED, by the Township Committee of the Township of Neptune, County of Middlesex, State of New Jersey that permission be granted close West Lake Ave. between Route 35 and Drummond Ave. from 10:00AM to 2:00PM on June 18th, 2022.

BE IT FURTHER RESOLVED, that all Township Officials, including, but not limited to the Mayor, Business Administrator and Township Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this resolution

TOWNSHIP OF NEPTUNE

RESOLUTION #22-259

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:

May 23, 2022 Bill List

Current Fund	\$8,557,710.20
Grant Fund	\$16,640.60
Trust Other	\$5,344.60
General Capital Fund	\$192,881.95
Sewer Operating Fund	\$1,142,343.91
Sewer Capital Fund	\$8,467.50
Marina Operating Fund	\$43,818.69
Marina Capital Fund	\$1,507.50
Dog Trust	\$70.20
Library Trust	\$945.77
Bill List Total	\$9,969,730.92

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

TOWNSHIP OF NEPTUNE

RESOLUTION 22-

AUTHORIZING CERTAIN PERSONNEL ACTIONS- PUBLIC WORKS

WHEREAS, the following appointments have been reviewed by the Department Heads of the respective Departments; and

WHEREAS, the Human Resources Director in consultation with the Township Administrator and the Department Heads involved have recommended the appointments of the following individuals; and

WHEREAS, the Township Administrator concurs with the findings of the Department Head and hereby recommends to the Township Committee that the following appointments be made.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Neptune that the following personnel actions be and are hereby authorized on the effective date included herein.

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>SALARY</u>	<u>EFFECTIVE DATE</u>
	DPW	Seasonal Employment	\$15.00/hour	June 1, 2022- October 14, 2022
	DPW	Seasonal Employment	\$15.00/hour	June 1, 2022- October 14, 2022

TOWNSHIP OF NEPTUNE

RESOLUTION 22-

AUTHORIZING CERTAIN PERSONNEL ACTIONS- POLICE DEPARTMENT

WHEREAS, the following appointments have been reviewed by the Department Heads of the respective Departments; and

WHEREAS, the Human Resources Director in consultation with the Township Administrator and the Department Heads involved have recommended the appointments of the following individuals; and

WHEREAS, the Township Administrator concurs with the findings of the Department Head and hereby recommends to the Township Committee that the following appointments be made.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Neptune that the following personnel actions be and are hereby authorized on the effective date included herein.

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>SALARY</u>	<u>EFFECTIVE DATE</u>
	Police	Crossing Guard	\$17.14/hour	5/31/2022

TOWNSHIP OF NEPTUNE

RESOLUTION NO. 22-247

AUTHORIZING THE TOWNSHIP OF NEPTUNE TO ACCEPT SUBORDINATION OF MORTGAGE BETWEEN MELANIE PELOSI AND PRINCIPAL FINANCING INSTITUTION

WHEREAS, Melanie Pelosi, of 20 Ash Drive, Neptune, New Jersey 07753, through Neptune Township's Mt. Laurel Indigenous Housing Rehabilitation Program, executed a mortgage dated March 23, 2021; recorded on October 21, 2021 in Book 9552; Page 9694 in the Clerk's Office of Monmouth County in the amount of \$19,596.69; and

WHEREAS, Melanie Pelosi is presently refinancing her existing principal mortgage, which includes the aforesaid Rehabilitation Mortgage of \$19,596.69, and needs the Township of Neptune to subordinate and postpone the Mt. Laurel repayment of mortgage, so as to allow refinancing of the primary mortgage on the subject property; and

WHEREAS, the authorization by the Mayor and Township Committee for this subordination or postponement of mortgage is subject to all rules and regulations and conditions for subordination for a \$19,596.69 forgiveness loan.

NOW, THEREFORE BE IT RESOLVED by the governing body of the Township of Neptune that the governing body hereby authorizes the execution by the Mayor and Clerk of a postponement or Subordination Agreement of a mortgage in the amount of \$19,596.69; previously given for purposes of rehabilitation of property located at 20 Ash Drive, Neptune, New Jersey 07753; previously recorded on October 21, 2021 in the Clerk's office of Monmouth County in Mortgage Book 9552; Page 9694, in the Clerk's office of Monmouth County.