

TOWNSHIP COMMITTEE WORKSHOP MEETING – November 27, 2023 – 6:00 P.M.

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

Township Committee	Present/ Absent	Professionals	Present/ Absent
Dr. Michael Brantley	_____	Gina LaPlaca, Business Administrator	_____
Robert Lane, Jr.	_____	Gabriella Siboni, Township Clerk	_____
Nicholas Williams	_____	Gene Anthony, Township Attorney	_____
Tassie D. York	_____		
Keith Cafferty	_____		

Mayor Cafferty 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 5, 2023, 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).

ITEMS FOR DISCUSSION IN OPEN SESSION

1. Special Events Ordinances
2. Committee Calendars

Res #23 - 397 Authorize An Executive Session As Authorized By The Open Public Meetings Act.

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

TOWNSHIP COMMITTEE MEETING – November 27, 2023 – 7:00 P.M.

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

Township Committee	Present/ Absent	Professionals	Present/ Absent
Dr. Michael Brantley	_____	Gina LaPlaca, Business Administrator	_____
Robert Lane, Jr.	_____	Gabriella Siboni, Township Clerk	_____
Nicholas Williams	_____	Gene Anthony, Township Attorney	_____
Tassie D. York	_____		
Keith Cafferty	_____		

MOMENT OF SILENCE 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 Cafferty 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 5, 2023, 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).

APPROVAL OF MINUTES

Motion offered by _____, seconded by _____, to approve the minutes of meetings of November 13, 2023.

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

The Clerk will announce additional information regarding Separated Resolutions if necessary.

Public comments regarding resolutions presented on this agenda only.

The public comment portion of our meeting is to allow the public to bring to the Committee’s attention their concerns or comments. In accordance with N.J.S.A. 10: 4-12(a) and the Neptune Rules of Committee, the Committee asks the public to limit their comments to five minutes or less. The Committee will respect the public’s time by refraining any comment until the speaker has finished with their allotted time. It should be further noted that public comment portion of our meeting is not structured as a question-and-answer session. If a member of the public has questions, they seek answers to, an appointment can be made with the appropriate office, Business Administrator or Township Committee Liaison during regular business hours. The Township Clerk will regulate the time during the comment portion of our meeting. The Committee reserves the right to respond to comments or questions at the conclusion of the speaker’s time.

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 23-39 An Ordinance To Of The Township Of Neptune To Amend And Supplement Chapter 16 Sewers By Amending And Supplementing Section 6.5 “Compensation Of Commissioners”

Explanatory Statement: This ordinance amends the include to allow for compensation of the commissioners in an amount not to exceed \$2,000 a year.

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

Ordinance 23-40 Ordinance Amending Neptune Township Code Chapter 12 Entitled “Property Maintenance”

Explanatory Statement: This ordinance amends section 1.2 to modify fines associated with violations and offers an additional penalty if the violation offered an opportunity for abatement.

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

Ordinance 23-41 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 Heck Ave

Explanatory Statement: This ordinance will add a new resident handicap parking space outside the property of 136 Heck Ave.

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

ORDINANCES FOR FIRST READING

Ordinance 23-45 Ordinance Amending Neptune Township Code Chapter 2 Entitled “Administration”, Section 10 “Police Department

Explanatory Statement: This ordinance supplements chapter 2 with section 10-11 Police Chaplain to establish the position of Police Chaplain and the duties, responsibilities, term, appointment and rank for the position.

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

CONSENT AGENDA

- Res #23- 398** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing A Grant Agreement Between Neptune Township And The State Of New Jersey By And For The Department Of Environmental Protection, Grant Identifier UCF-2023-021
- Res #23- 399** Resolution Providing For The Combination Of Bond Ordinances Into An Issue Of Not Exceeding \$6,188,200 General Obligation Bonds, Series 2023, Of The Township Of Neptune, In The County Of Monmouth, State Of New Jersey, Determining The Form And Other Details Of Such Bonds, And Providing For The Sale Of Such Bonds To The Monmouth County Improvement Authority Pursuant To The Authority’s 2023 Pooled Governmental Loan Program
- Res #23- 400** Resolution Of The Township Committee Of The Township Of Neptune Authorizing Submission Of Strategic Plan For The Neptune Township Municipal Alliance For Fiscal Year 2025
- Res #23- 401** A Resolution Of The Township Committee Of The Township Of Neptune Authorizing Extension Of Shared Services Agreement With The Borough Of Neptune City For Emergency Medical Services
- Res #23- 402** Authorize Extension Of Shared Service Agreement With The Borough Of Avon-By-The-Sea For Emergency Medical Services
- Res#23- 403** Resolution Authorizing The Professional Services Agreement With Arh Associates For Engineering Services Relating To Shark River Municipal Marina Dredging Project In An Amount Not To Exceed \$13,000.00
- Res#23- 404** Resolution Of The Township Committee Of The Township Of Neptune Awarding Spectraserv Inc. Contract “Shark River Municipal Marina Dredging” In An Amount Not To Exceed \$697,100.00
- Res#23- 405** Resolution Authorizing Purchase Of Hardware And Software Products Affiliated With Server Upgrades From Shi International, Corp Under New Jersey State Contract 21-TELE-01360 In An Amount Not To Exceed \$39,921.75
- Res#23- 406** Resolution Authorizing Purchase Of Hardware And Software Products Affiliated With Server Upgrades From Dell Under New Jersey State Contract 19-Tele-00656 In An Amount Not To Exceed \$134,628.96
- Res#23- 407** Resolution Authorizing The Purchase Of Refuse And Recycling Carts From Otto Environmental Systems Under Houston Galveston Area Cooperative- Hgacbuy Co-Op, Contract # Rc01-21 In An Amount Not To Exceed \$25,675.00
- Res#23- 408** Resolution Authorizing Agreement For Purchase Of Two (2) Gem Leaf Grapple Buckets From Jesco, Inc. Under New Jersey State Co-Op #65MCESCCPS, Contract # ESCNJ 22/23-12 In An Amount Not To Exceed \$64,600.00

- Res#23- 409** Authorize Execution Of Agreement Between Catharine S. Oliver And Monmouth Conservation Foundation For The Donation Of Block 5303 Lots 2, 3 And 4 (South Riverside Drive)
- Res#23- 410** Resolution Determining Vacancy Of Member Of The Governing Body Of The Township Of Neptune
- Res#23- 411** A Resolution Of The Township Committee Of The Township Of Neptune Establishing The Time, Date And Place Of The Township Committee's Regular And Agenda Meetings During December 2023
- Res#23- 412** Authorize Payment of Bills

CONSENT AGENDA

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

PRIVILEGE OF THE FLOOR/PUBLIC COMMENTS

Members of the public may address any concern relating to the Township.

The public comment portion of our meeting is to allow the public to bring to the Committee's attention their concerns or comments. In accordance with N.J.S.A. 10: 4-12(a) and the Neptune Rules of Committee, the Committee asks the public to limit their comments to five minutes or less. The Committee will respect the public's time by refraining any comment until the speaker has finished with their allotted time. It should be further noted that public comment portion of our meeting is not structured as a question-and-answer session. If a member of the public has questions, they seek answers to, an appointment can be made with the appropriate office, Business Administrator or Township Committee Liaison during regular business hours. The Township Clerk will regulate the time during the comment portion of our meeting. The Committee reserves the right to respond to comments or questions at the conclusion of the speaker's time.

ADJOURNMENT

Offered by: _____ Seconded by: _____

Time adjourned: _____

**TOWNSHIP OF NEPTUNE
ORDINANCE NO. 23-39**

**AN ORDINANCE TO OF THE TOWNSHIP OF NEPTUNE TO AMEND AND
SUPPLEMENT CHAPTER 16 SEWERS BY AMENDING AND SUPPLEMENTING SECTION
6.5 “COMPENSATION OF COMMISSIONERS”**

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

SECTION 1.

§16-6.5 Compensation of Commissioners

All Commissioners shall ~~serve without compensation~~ **receive compensation not in excess of \$2,000.00 in any one year as shall hereafter be determined by the Ocean Grove Sewerage Authority.**

Commissioners shall also be ineligible for enrollment in any New Jersey State Health Benefits Program, any other health benefits program, any drug prescription program or any dental program.

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

Keith Cafferty
Mayor

TOWNSHIP OF NEPTUNE

ORDINANCE 23-40

ORDINANCE AMENDING NEPTUNE TOWNSHIP CODE CHAPTER 12 ENTITLED "PROPERTY MAINTENANCE"

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 12, entitled "Property Maintenance," Section 12-1.2 (c) shall be amended as follows:

Section 12-1.2 Additions, Insertions and Changes.

§12-1.2(c) (Section PM-106.2, pages 2 – 3) is hereby amended as follows:

Any person, firm, corporation, owner, seller, purchaser or occupant who shall violate the provision of this Code, shall, upon conviction thereof, be subject to removal from such property and/or a fine of not less than \$100.00 or more than \$1,250.00; unless 30 days' notice was provided to the violator in order to afford the violator an opportunity to cure or abate the condition and said condition was not cured or abated, in which case the violator shall be subject to a fine of not more than \$2,000.00, or imprisonment for a term not to exceed 90 days or a period of community service not to exceed 90 days, or any combination thereof, at the discretion of the Municipal Court. Each date that a violation continues after due notice has been served shall be deemed a continued separate offense.

Furthermore, if an owner or responsible person or persons are duly notified of a violation under the Ordinances of the Township of Neptune and shall fail to correct any violation, the Code Official shall cause any public agency or by contract or arrangement through private persons to close any structure or remove or clean any equipment, rubbish, garbage or other unsanitary condition; the cost of such closure, removal or clean up shall be charged against the real estate upon which the violation exists, and shall be a lien upon such real estate.

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

BE IT FURTHER ORDAINED, The amended Ordinance shall become effective immediately upon its final passage and publication as required by law.

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

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

Gabriella Siboni
Township Clerk

Keith Cafferty
Mayor

**TOWNSHIP OF NEPTUNE
ORDINANCE NO. 23-23**

**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 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>
Central Ave	1	46 Feet North Of The Northwest Corner Of Central Avenue And Franklin Ave.

SECTION 2

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: June 12, 2023
	YAY	NAY	ABSTAIN	ABSENT	
Second	Dr. Michael Brantley	X			
	Robert Lane, Jr.	X			
	Nicholas Williams	X			
Motion	Tassie D. York	X			_____
	Keith Cafferty	X			Gabriella Siboni, RMC Township Clerk

Motion/ Second	Roll Call To Adopt On Second and Final Reading				Adopted on Second Reading Dated: June 26, 2023
	YAY	NAY	ABSTAIN	ABSENT	
	Dr. Michael Brantley	X			
Motion	Robert Lane, Jr.	X			
Second	Nicholas Williams	X			
	Tassie D. York	X			_____
	Keith Cafferty	X			Gabriella Siboni, RMC Township Clerk

Gabriella Siboni
Township Clerk

Keith Cafferty
Mayor

TOWNSHIP OF NEPTUNE

ORDINANCE 23-45

ORDINANCE AMENDING NEPTUNE TOWNSHIP CODE CHAPTER 2 ENTITLED
“ADMINISTRATION”, SECTION 10 “POLICE DEPARTMENT

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 2, entitled “Police Department,” Section 12-1.2 (c) shall be amended as follows:

§2-10-11 Police Chaplain

A. **Position created:** The position of Police Chaplain for the Township of Neptune is hereby created in accordance with N.J.S.A. 40A:14-141. The position of Police Chaplain shall be subject to the control and direction of the Chief of Police.

B. **Qualifications:** Any person appointed as Police Chaplain shall be an ordained clergyman/clergywoman in good standing with the religious body from which he/she is selected. The Police Chaplain shall receive training in the position and should have a basic knowledge of the duties of law enforcement officers. The Police Chaplain shall conform to all police procedures and departmental regulations, insofar as applicable, and shall be credentialed in accordance with the provisions of N.J.S.A. 40A:14-141.

C. **Duties:** The Police Chaplain may be requested to perform the following duties and any other duties that may be assigned by the Chief of Police:

- (1) Assist the Neptune Township Police Department in making notifications to families concerning serious injuries or death;
- (2) Visit sick or injured police personnel at home or in the hospital;
- (3) Attend and participate in funerals of active and retired members of the Police Department;
- (4) Counsel police personnel regarding personal problems and station house adjustments;
- (5) Coordinate and conduct memorial services;
- (6) Participate in in-service training programs;
- (7) Attend departmental functions such as graduations, promotions, and awards ceremonies;
- (8) Assist in programs and counseling targeted at youthful offenders;
- (9) Assist in enhancing public relations and community outreach;
- (10) Meet with the Chief of Police and other police personnel on a regular basis for the purpose of ongoing evaluation, development of programs, and discussion of departmental morale.

D. **Rank and salary:** Any person appointed as Police Chaplain shall serve in that capacity without rank. A Chaplain may receive an annual stipend as determined by the Township Committee.

E. **Term of office:** A person appointed as Police Chaplain shall serve for a period of one year from the date of appointment and shall continue to serve in that capacity until he/she resigns, is terminated, or is reappointed by the Township Committee at the recommendation of the Police Committee and advice of the Chief of Police. Notwithstanding the foregoing, the position shall be an "at-will" position, and the appointment of Police Chaplain may be terminated without cause.

F. **Appointment:** The Chief of Police may recommend to the Township Committee persons that he/she believes meet the qualifications of N.J.S.A. 40A:14-141. All applicants for the position of Police Chaplain shall be interviewed by the Chief of Police and his/her designee(s) to determine the applicant's qualifications in accordance with this ordinance and shall make recommendations to the Police Committee. The Township Committee shall appoint Police Chaplains with the recommendations from the Police Committee.

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

BE IT FURTHER ORDAINED, The amended Ordinance shall become effective immediately upon its final passage and publication as required by law.

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

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

Gabriella Siboni
Township Clerk

Keith Cafferty
Mayor

TOWNSHIP OF NEPTUNE

RESOLUTION 23-397

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE AUTHORIZING THE DISCUSSION OF MATTERS IN A CLOSED SESSION PURSUANT TO THE STATUTORY EXCLUSIONS OF N.J.S.A. 10:4-12

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; and,

WHEREAS, the matters to be discussed relate to a statutorily excluded topic pursuant N.J.S.A 10:4-12(b) 1-9, specifically:

- Attorney- client privilege;
- Employment and personnel;
- Imposition of civil penalty;
- Investigation;
- Leasing or acquisition of property;
- X Pending or anticipated litigation;
- Privacy;
- Public Safety;
- Educational matter;
- Contract Negotiation

Description of matter:

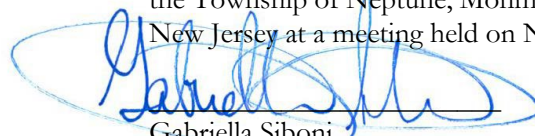
1. Pending or Anticipated Litigation
 - a. Legal representation on a personnel matter

WHEREAS, this may be disclosed to the public at a time when the necessity for confidentiality no longer exists, or within six months or less from the date hereof; and,

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

1. That the Township Committee shall retire into executive session where the public shall be excluded and where said matters shall be discussed.
2. That the Township Committee shall reconvene in public session upon conclusions of the discussions.
3. That the minutes of this executive session shall be closed from public inspection and shall so remain until the reason for confidentiality ceases to exist, or upon formal action by the Township Committee at an official meeting.

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 November 27, 2023.


Gabriella Siboni
Township Clerk

TOWNSHIP OF NEPTUNE

RESOLUTION 23-398

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
AUTHORIZING A GRANT AGREEMENT BETWEEN NEPTUNE TOWNSHIP AND THE
STATE OF NEW JERSEY BY AND FOR THE DEPARTMENT OF ENVIRONMENTAL
PROTECTION, GRANT IDENTIFIER UCF-2023-021**

WHEREAS, the governing body of Neptune Township desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$15,000.00 to fund the following project: 2023 NJUCF Stewardship Grant Canopy Resiliency; and,

NOW, THEREFORE, BE IT RESOLVED, the governing body resolves that Keith Cafferty or the successor to the office of the Mayor is authorized to:

- (a) make application for such a grant,
- (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$0.00 and not more than \$15,000.00 and,
- (c) to execute any amendments thereto.

BE IT FURTHER RESOLVED, the Neptune Township Committee authorizes and hereby agrees to match 20% of the total project amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. Up to 100% of the match will be made up of in-kind services (if allowed by grant program requirements and agreement).

The Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

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 November 27, 2023.

Gabriella Siboni
Township Clerk

**TOWNSHIP OF NEPTUNE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

RESOLUTION NUMBER 23-399

RESOLUTION PROVIDING FOR THE COMBINATION OF BOND ORDINANCES INTO AN ISSUE OF NOT EXCEEDING \$6,188,200 GENERAL OBLIGATION BONDS, SERIES 2023, OF THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF SUCH BONDS, AND PROVIDING FOR THE SALE OF SUCH BONDS TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY PURSUANT TO THE AUTHORITY'S 2023 POOLED GOVERNMENTAL LOAN PROGRAM

WHEREAS, the Township of Neptune (the "Township"), in the County of Monmouth, State of New Jersey, has determined that there exists a need within the Township to finance the costs of various general capital improvements throughout the Township (collectively, the "Capital Improvements Project"); and,

WHEREAS, the Township Committee has duly adopted various bond ordinances (the "Ordinances") to appropriate moneys and authorize the issuance of bonds or bond anticipation notes to finance the Capital Improvements Project; and,

WHEREAS, the Township has determined to finance the Capital Improvements Project with the proceeds of a loan (the "Loan") to be made to the Township by the Monmouth County Improvement Authority (the "MCIA") from proceeds generated by the MCIA in connection with the Series 2023 Pooled Governmental Loan Program currently scheduled to close on or about December 21, 2023 (the "2023 MCIA Bond Program"); and,

WHEREAS, in order for the Township to receive the Loan from the MCIA, it is necessary to combine the bonds authorized under said Ordinances into one consolidated issue of general obligation bonds in the aggregate principal amount of not to exceed \$6,188,200, to be issued in one series aggregating said amount, pursuant to the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"); and,

WHEREAS, to evidence the Loan, the MCIA also requires the Township to authorize, execute, attest and deliver the Township's not to exceed \$6,188,200 General Obligation Bonds, Series 2023 (the "Bonds") in accordance with the provisions hereof and pursuant to the terms of the Local Bond Law and other applicable law; and,

WHEREAS, section 27(a)(2) of the Local Bond Law allows for the sale of the Bonds to the MCIA without any public offering, all under the terms and conditions set forth herein and in a Bond Purchase Agreement by and between the Township and the MCIA to be dated as of the date of the sale of such Bonds; and,

NOW THEREFORE, BE IT RESOLVED by not less than two-thirds vote of the full membership of the township committee of the Township of Neptune, in the County of Monmouth, State of New Jersey, as follows:

SECTION 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Bonds of the Township, authorized pursuant to the Ordinances of the Township heretofore adopted and described in Section 2 hereof, shall be combined into a single issue of General Obligation Bonds, Series 2023, in the aggregate principal amount of not exceeding \$6,188,200, to be issued in one series aggregating said amount and to memorialize the applicable general obligations of the Township.

SECTION 2. The Ordinances to be combined into a single issue as above provided, and the Ordinances authorizing the Bonds described by reference to each ordinance number, description and date of final adoption, amount of issue and period or average period of usefulness determined in each of the Ordinances, are respectively, as set forth below:

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>	<u>Amount of Issue</u>	<u>Useful Life</u>
21-26	Construction of pump track bicycle and skateboard recreational facility within Sunshine Village Park, finally adopted June 14, 2021	\$123,500	15.00 years
21-31	Phase II (General) of the Public works facility improvement program, finally adopted June 28, 2021	\$950,000	20.00 years
22-30	Providing for the 2022 road program, including roadway reconstruction and drainage and ADA accessibility improvements to various roadways, finally adopted July 25, 2022	\$425,000	15.00 years
22-31	Acquisition of vehicles and equipment for various Township departments, finally adopted July 25, 2022	\$320,000	7.00 years
22-33	Replacement of bulkhead along Fletcher Lake, finally adopted July 25, 2022	\$355,000	15.00 years
23-11	Neptune Boulevard roadway reconstruction project, finally adopted March 27, 2023	\$200,000	15.00 years
23-12	Amending and Restating Bond Ordinance 21-31, providing for Phase II (General) of the Public works facility improvement program, finally adopted March 27, 2023	\$855,000	20.00 years
23-13	Acquisition of electric powered garbage truck and acquisition and installation of electric charging stations at the Department of Public Works, finally adopted March 27, 2023	\$285,000	7.00 years
23-24	Providing for the 2023 road improvement program, finally adopted July 10, 2023	\$1,900,000	10.00 years
23-25	Various improvements to Bert Willis Fields, finally adopted July 10, 2023	\$167,200	15.00 years

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>	<u>Amount of Issue</u>	<u>Useful Life</u>
23-27	Various improvements to the Municipal Complex, finally adopted July 10, 2023	\$285,000	20.00 years
23-28	Improvements to various parks, finally adopted July 10, 2023	\$322,500	15.00 years
TOTALS		\$6,188,200	

SECTION 3. The following matters are hereby determined with respect to the combined issue of Bonds:

(a) The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the Ordinances and the respective periods or average periods of usefulness therein determined, is not more than 14.37 years.

(b) The Bonds of the combined issue shall be designated “General Obligation Bonds, Series 2023”, and shall mature within the average period of usefulness determined in Section 3(a) above.

(c) The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law that are applicable to the sale and issuance of bonds authorized by a single bond ordinance and, accordingly, may be combined and sold with other issues of bonds to an authority or political subdivision of a county under section 27(a)(2) of the Local Bond Law.

SECTION 4. The following additional matters are hereby determined, declared, recited and stated:

(a) None of the Bonds described in Section 2 hereof have been sold or issued heretofore, and the Ordinances described in Section 2 have not been rescinded heretofore and now remain in full force and effect as authorizations for the respective amounts of bonds set opposite the descriptions of the Ordinances set forth in Section 2 hereof.

(b) The purposes or improvements authorized by the respective Ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law, and some of such improvements or purposes, if applicable and permitted by law, may allow a deduction to be taken in any annual or supplemental debt statement.

SECTION 5. In accordance with the provisions of N.J.S.A. 40A:2-27(a)(2) and pursuant to the Ordinances, the Township hereby authorizes the sale and award of, and hereby sells and awards, the Township’s not to exceed \$6,188,200 General Obligation Bonds, Series 2023 (the “Bonds”) to the MCIA in accordance with the provisions hereof and in accordance with the terms of a Bond Purchase Agreement to be executed by and between the Township and the MCIA (the “Bond Purchase Agreement”). The Mayor of the Township (the “Mayor”) and Chief Financial Officer of the Township (the “Chief Financial Officer”) are each hereby authorized and directed on behalf of the Township, in consultation with Bond Counsel (as hereinafter defined), to negotiate the terms of such Bond Purchase Agreement, to be dated the date of sale of the Bonds, to approve the terms of aforesaid Bond Purchase Agreement and to execute and deliver said Bond Purchase Agreement to the MCIA. The Bonds have been referred to and described in the Ordinances finally adopted at duly called and held meetings of the Township Committee and published as required by law, and such

Ordinances are hereby combined for purposes of sale pursuant to this resolution, all pursuant to terms of the Local Bond Law and other applicable law.

SECTION 6. In accordance with the provisions of N.J.S.A. 40A:2-27(a)(2), the Chief Financial Officer is hereby authorized and directed to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the MCIA and the terms and conditions hereof and as set forth in the Bond Purchase Agreement, the following items with respect to the Bonds, except those terms and conditions which are set forth in the Bond Purchase Agreement:

- (a) The aggregate principal amount of the Bonds to be issued, provided that the total amount of Bonds issued shall not exceed the aggregate principal amount of \$6,188,200, issued in one series aggregating said amount;
- (b) The maturity and principal installments of the Bonds, which maturity shall not exceed 14.37 years;
- (c) The date of the Bonds;
- (d) The interest rates of the Bonds;
- (e) The purchase price of the Bonds; and
- (f) The terms and conditions under which the Bonds shall be subject to redemption, as applicable, prior to their stated maturities.

SECTION 7. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Bonds by the parties authorized under Section 8(c) hereof.

SECTION 8. The Township Committee hereby determines that certain terms of the Bonds shall be as follows:

- (a) The Bonds shall be issued in a single denomination and shall be numbered GO-1 (or such other designation as determined by Bond Counsel);
- (b) The Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and
- (c) The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, imprinted, engraved or reproduced thereon and attested by the manual signature of the Clerk of the Township (the "Township Clerk").

SECTION 9. The Bonds shall be in the form set forth in Exhibit A attached hereto with such additions, deletions and omissions as may be necessary for the Township to comply with the requirements of the 2023 MCIA Bond Program, upon the advice of Bond Counsel.

SECTION 10. The law firm of Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, Bond Counsel to the Township ("Bond Counsel"), NW Financial Group, LLC, Bloomfield, New Jersey, Municipal Advisor to the MCIA (the "Municipal Advisor"), Fallon & Company LLP, Hazlet, New Jersey, Auditor to the Township (the "Township Auditor"), the Township Engineer, and the Township Attorney are each hereby

authorized and directed to perform all actions necessary to consummate the issuance of the Bonds and the undertaking of the Capital Improvements Project for which the Bonds are issued, including but not limited to, drafting and arranging for the printing and execution of the Bonds and all applicable documentation necessary to memorialize and consummate the issuance of the Bonds and the undertaking of the Capital Improvements Project, preparing all necessary financial information, all engineering and design work, preparation of plans and specifications and conducting all necessary studies, searches and analysis in connection with the issuance of the Bonds and the undertaking of the Capital Improvements Project. The Mayor, the Chief Financial Officer, the Township Clerk, the Township Attorney and any other Township representative (including Bond Counsel, the Municipal Advisor, or the Township Auditor) are each hereby authorized and directed to execute and deliver any certificates, documents, instruments or agreements necessary or desirable in connection with the issuance of the Bonds and the provision of financial and other information related thereto.

SECTION 11. The Mayor, the Chief Financial Officer, the Township Clerk and any other Township representative or official, are each hereby authorized and directed to (i) execute any certificates, documents, instruments or agreements necessary or desirable in connection with the sale of the Bonds, including the Bond Purchase Agreement, or the undertaking of the Capital Improvements Project, and each are hereby further authorized and directed to deliver same to the County of Monmouth, New Jersey (the “County”) and/or the MCIA, as applicable, upon delivery of the Bonds and the applicable receipt of payment therefor, or in accordance with the 2023 MCIA Bond Program and (ii) perform such other actions as they deem necessary, desirable or convenient, in consultation with Bond Counsel and/or the Municipal Advisor, in relation to the execution and delivery of the Bonds and any certificates, documents, instruments or agreements necessary or desirable in connection therewith.

SECTION 12. The Mayor and Chief Financial Officer are each hereby authorized and directed, without further authorization, to enter into and execute a continuing disclosure agreement or such other agreement as may be required by the MCIA for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time, in a form satisfactory to Bond Counsel.

SECTION 13. The Township hereby covenants that it will comply with any condition subsequent imposed by the Internal Revenue Code of 1986, as amended, in order to preserve the exemption from taxation of interest on the Bonds issued as tax-exempt obligations, including the requirement to rebate all net investment earnings on gross proceeds above the yield on the Bonds, if necessary.

SECTION 14. Upon the adoption hereof, the Township Clerk shall forward certified copies of this resolution: (a) via electronic email, to (i) John D. Draikiwicz, Esq. of Gibbons, P.C., Newark, New Jersey, the MCIA Bond Counsel, at JDraikiwicz@gibbonslaw.com, and (ii) Everett M. Johnson, Esq., of Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, Bond Counsel to the Township, at ejohnson@wilentz.com; and (b) via certified first class mail, to (i) John D. Draikiwicz, Esq., Gibbons P.C., One Gateway Center, Newark, New Jersey 07102, and (ii) Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095.

SECTION 15. This resolution shall take effect immediately.

EXHIBIT A

UNITED STATES OF AMERICA

**TOWNSHIP OF NEPTUNE
IN THE COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

**GENERAL OBLIGATION BOND,
SERIES 2023**

NUMBER GO-1

DATE OF ORIGINAL ISSUE: December 21, 2023

REGISTERED OWNER: Monmouth County Improvement Authority

PRINCIPAL SUM: _____ Dollars
(\$ _____)

THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, a body politic and corporate of the State of New Jersey (the "Township"), hereby acknowledges itself indebted and for value received promises to pay to the order of the Monmouth County Improvement Authority (the "Authority"), c/o _____, _____, _____ (the "Trustee"), Account Number _____, the Principal Sum specified above payable in the amounts and on the dates specified and set forth on Schedule A attached hereto and by this reference made a part hereof, and to pay interest on such sum from the Date of Original Issue of this Bond until payment in full at the interest rates per annum and in the amounts and dates specified and set forth on Schedule A attached hereto and by this reference made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on the May 15 and November 15 prior to each June 1 and December 1, commencing June 1, 2024, in an amount equal to the interest accruing to each such June 1 and December 1. This Bond as to principal will be payable on the fifteenth day of the month immediately preceding the due date therefor at the corporate trust office of the Trustee. Upon the occurrence of an event of default by the Authority under the bond resolution adopted by the Authority on November 9, 2023 (as the same may be supplemented and amended, the "Resolution") which event of default is directly attributable to a default hereunder or to a default by the Township under its Bond Purchase Agreement with the Authority relating to the Authority's purchase of this Bond, or in the event of default in any payments of principal of or interest on

this Bond, the Trustee may by notice to the Chief Financial Officer of the Township at the Township Municipal Complex, 25 Neptune Boulevard, Neptune, New Jersey 07753, accelerate the principal amount of this Bond all as provided in the Resolution. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate (as hereinafter defined) until paid. This Bond shall be prepayable as set forth in Section 1303 of the Resolution.

Both principal of and interest on this Bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close. "Late Payment Rate" shall mean a rate per annum equal to the lower of (i) the greater of (a) three percent above the interest rate that JPMorgan Chase publicly announces from time to time as its prime lending rate, such interest rate to change on the effective date of each announced change in such rate, and (b) the rate then payable on this bond, and (ii) the maximum interest rate allowed by law.

This Bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), and is the General Obligation Bond referred to in and issued pursuant to a resolution duly adopted by the Township Committee of the Township on November 27, 2023 entitled, "RESOLUTION PROVIDING FOR THE COMBINATION OF BOND ORDINANCES INTO AN ISSUE OF NOT EXCEEDING \$6,188,200 GENERAL OBLIGATION BONDS, SERIES 2023, OF THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF SUCH BONDS, AND PROVIDING FOR THE SALE OF SUCH BONDS TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY PURSUANT TO THE AUTHORITY'S 2023 POOLED GOVERNMENTAL LOAN PROGRAM" and the various bond ordinances referred to therein, all finally adopted and published as required by law.

The full faith and credit of the Township are hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this Bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that this Bond, together with all other indebtedness of the Township, is within every debt and other limit prescribed by such Constitution or statutes.

The Township agrees to pay (i) all costs and expenses, including legal fees, in connection with the administration and enforcement of this Bond, and (ii) its share of the amounts payable pursuant to Section 9(vi)(C) of the Bond Purchase Agreement by and between the Township and the Authority.

IN WITNESS WHEREOF, the Township of Neptune, in the County of Monmouth, State of New Jersey has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted, reproduced or affixed, this Bond and the seal to be attested to by the manual signature of the its Clerk, and this Bond to be dated the Date of Original Issue as specified above.

**TOWNSHIP OF NEPTUNE,
IN THE COUNTY OF MONMOUTH,
STATE OF NEW JERSEY**

ATTEST:

(SEAL)

[Form of Bond – Do Not Sign]

**KEITH CAFFERTY,
Mayor**

[Form of Bond – Do Not Sign]
GABRIELLA SIBONI,
Township Clerk

[Form of Bond – Do Not Sign]
MICHAEL J, BASCOM,
Chief Financial Officer

ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____ (Please Print or Type Name and Address of Assignee) the within Bond and irrevocably appoints _____ as Attorney to transfer this Bond on the registration books of the _____ with full power of substitution and revocation.

NOTICE
The signature of this assignment must correspond with the name as it appears on the face of the within Bond in every particular.

Dated:

Signature of Guarantee:

SCHEDULE A

TOWNSHIP OF NEPTUNE
IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY

GENERAL OBLIGATION BOND,
SERIES 2023

Schedule of Principal and Interest Payments

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest</u>	Principal and <u>Interest</u>
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CERTIFICATION

I, GABRIELLA SIBONI, Clerk of the Township of Neptune, in the County of Monmouth, State of New Jersey (the "Township"), DO HEREBY CERTIFY that attached hereto is a copy of a resolution entitled "RESOLUTION PROVIDING FOR THE COMBINATION OF BOND ORDINANCES INTO AN ISSUE OF NOT EXCEEDING \$6,188,200 GENERAL OBLIGATION BONDS, SERIES 2023, OF THE TOWNSHIP OF NEPTUNE, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF SUCH BONDS, AND PROVIDING FOR THE SALE OF SUCH BONDS TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY PURSUANT TO THE AUTHORITY'S 2023 POOLED GOVERNMENTAL LOAN PROGRAM" (the "Resolution"), which Resolution was duly adopted by the Township Committee of the Township (the "Township Committee") at a meeting duly called and held on November 27, 2023, in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which Resolution has been compared by me with the original thereof as officially recorded in the Minute Book of said Township Committee and that said Resolution has not been amended, modified or repealed and is in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Township this ____ day of _____, 2023.

(SEAL)

GABRIELLA SIBONI,
Clerk of the Township of Neptune

TOWNSHIP OF NEPTUNE

RESOLUTION 23-400

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
AUTHORIZING SUBMISSION OF STRATEGIC PLAN FOR THE NEPTUNE TOWNSHIP
MUNICIPAL ALLIANCE FOR FISCAL YEAR 2025**

FORM 1B

WHEREAS, the Governor’s Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and,

WHEREAS, The Township Committee of the **Township of Neptune**, County of Monmouth, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Township Committee further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Township Committee has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse through the County of Monmouth; and,

NOW, THEREFORE, BE IT RESOLVED by the Township of Neptune, County of Monmouth, State of New Jersey hereby recognizes the following:

- 1. The Township Committee does hereby authorize submission of a strategic plan for the Neptune Township Municipal Alliance grant for fiscal year 2025 in the amount of:

GCADA Grant	<u>\$ 21,290.00</u>
Cash Match	<u>\$ 5,322.50</u>
In-Kind	<u>\$ 15,967.50</u>

- 2. The Township Committee acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Mayor/Head of Governing Body

CERTIFICATION

I, _____ Municipal Clerk/Administrator of the Township of Neptune, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Committee on this

_____ (day) of _____ (year).

Municipal Clerk/Administrator

FORM 1A

FOR COUNTY USE ONLY	
Approved: _____	
_____ YES	_____ NO
Date: _____	

STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES

Grant Year: 2025 Alliance Tier 3

APPLICANT MUNICIPALITY/IES: TOWNSHIP OF NEPTUNE	COUNTY: MONMOUTH
ALLIANCE NAME: Neptune Township	ALLIANCE WEBSITE: Neptune Twp
ALLIANCE STREET ADDRESS: 2201 Heck Avenue TOWN: Neptune STATE: NJ ZIP: 07753	
TELEPHONE: (732) 869-1202 Ext. 603	FAX: ()
ALLIANCE CHAIRPERSON: Rick Matson STREET ADDRESS: 121 Prospect Road TOWN: Neptune STATE: NJ ZIP: 07753 EMAIL: farpost22@aol.com	ALLIANCE COORDINATOR: Dawn Thompson STREET ADDRESS: 2201 Heck Avenue TOWN: Neptune STATE: NJ ZIP: 07753 EMAIL: dthompson@neptunetownship.org
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY): 11/27/2023	

A) Alliance GCADA Grant Allocation	\$ <u>21,290.00</u>
B) Cash Match (must be 25% of GCADA Grant Allocation)	\$ <u>5,322.50</u>
C) In-Kind Match (must be 75% of the GCADA Grant Allocation)	\$ <u>15,967.50</u>
TOTAL ALLIANCE BUDGET (add A+ B+C)	\$ <u>42,580.00</u>

Neptune Township	Mayor Keith Cafferty	
*MUNICIPALITY	NAME/ MAYOR/Head of Governing Body	SIGNATURE
*MUNICIPALITY	NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	SIGNATURE
*MUNICIPALITY	NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	SIGNATURE
Rick Matson		
ALLIANCE CHAIRPERSON	SIGNATURE	DATE

*** If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

TOWNSHIP OF NEPTUNE

RESOLUTION 23-401

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
AUTHORIZING EXTENSION OF SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF NEPTUNE CITY FOR EMERGENCY MEDICAL SERVICES**

WHEREAS, the Township Committee authorized a shared service agreement with Neptune City for Emergency Medical Services by resolution 21-434; and,

WHEREAS, the Township of Neptune (the "Township") and the Borough of Neptune City (the "Borough") entered into a Shared Services Agreement (the "Agreement") for the provision of Emergency Medical Services for a term on one (1) year commencing January 1, 2021 and ending December 31, 2021, which permitted extensions for a period of five (5) years; and,

WHEREAS, it is the intent of the Township and the Borough to extend said Agreement for a term of one (1) year commencing on January 1, 2024 and ending on December 31, 2024; and,

WHEREAS, N.J.S.A. 40:8A-1 et seq. permits entering into a Shared Services Agreement; and,

WHEREAS, the fee for the provision of Emergency Medical Services to the Borough of Neptune City shall be \$7,292.00 per month.

NOW, THEREFORE BE IT RESOLVED, that the Township Committee of the Township of Neptune that:

1. The Township of Neptune hereby enter into a Shared Service Agreement with the Borough of Neptune City as per the provisions of the agreement on file of the Office of the Clerk.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, 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 Qualified Purchasing Agent.

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 November 27, 2023.

Gabriella Siboni
Township Clerk

**EXTENSION OF SHARED SERVICES AGREEMENT
EMERGENCY MEDICAL SERVICES**

WHEREAS, the Township of Neptune (the “Township”) and the Borough of Neptune City (the “Borough”) entered into a Shared Services Agreement (the “Agreement”) for the provision of Emergency Medical Services for a term on one (1) year commencing January 1, 2021 and ending December 31, 2021, which permitted extensions for a period of five (5) years; and

WHEREAS, it is the intent of the Township and the Borough to extend said Agreement for a term of one (1) year commencing on January 1, 2024 and ending on December 31, 2024; and

WHEREAS, all terms of the Agreement will remain unchanged with the exception of the following terms, which will replace the existing terms in said contract;

B. DESCRIPTION OF SERVICES.

The Township’s services to the Borough will therefore include, but not necessarily be limited to the following:

1. Provision of basic life support emergency medical services between the hours of 12:00AM and 6:00 PM, daily and any other time when such services are available from the Township, based upon a schedule set solely by the Township and shared with the Borough.

C. ESTIMATED COST.

The estimated cost of the Project shall be, as far as may be determined at this time, approximately \$1.9 million for the provision of all of the Township’s basic life support emergency medical services with the Township and no other participant municipalities involved in the regionalization of emergency medical services with the Township. The estimated cost for providing these services to the Borough is \$260,000.00. The cost of the project for ensuing year is anticipated to be equal or greater than the cost for the initial year of the project.

The Township shall bill for services described herein as described herein in “E. Third Party Billing.

The Borough will be required to pay to the Township a monthly fee of \$7,292.00 to pay uncollected resident beneficiary co-pays from public funds and the difference between the anticipated overall collection rate 100% collections for up to five hundred (500) EMS responses for the year and a fee of \$175.00 for each call in excess of five hundred (500) during the year.

The estimated savings to the Borough is \$173,500.00 for 2024.

This estimate and calculation above is recited as required by the Shared Services Agreement.

F. DURATION OF AGREEMENT.

The initial Agreement was for an initial period was for an initial period of one (1) year, commencing January 1, 2021 and ending on December 31, 2021.

This Agreement may be extended by Agreement of both parties for a period of five (5) years beyond the expiration date by resolution of each governing body with an allowance to amend the annual fee based upon costs and call volume.

This Agreement shall be the second of the five (5) annual extensions permitted by the initial Agreement.

Either party may, for cause, terminate this Agreement by notice to the other party. Such notice shall be provided at least six (6) months prior to the designated termination date.

Q. CONFIRMING STATEMENT.

This Agreement replaces and supersedes all previous Agreements between the Township and the Borough for the Provision of Basic Life Support and Emergency Medical Services.

R. ENACTMENT PROCEDURE.

The governing bodies of the Township and the Borough have duly adopted a Resolution authorizing the entering into this Shared Services Agreement pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1.

S. 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 of this Agreement. Moreover, the parties agree that whoever prepared this extension of the prior Shared Service Agreement, said 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.

ATTEST:

NEPTUNE CITY

By: _____

Corinne Dicorcia Williams, RMC

Andrew Wardell, Mayor

ATTEST:

TOWNSHIP OF NEPTUNE

By: _____

Gabriella Siboni, RMC

Keith Cafferty, Mayor

TOWNSHIP OF NEPTUNE

RESOLUTION 23-402

AUTHORIZE EXTENSION OF SHARED SERVICE AGREEMENT WITH THE BOROUGH OF AVON-BY-THE-SEA FOR EMERGENCY MEDICAL SERVICES

WHEREAS, the *Uniform Shared Services and Consolidation Act* (N.J.S.A. 40A:65-1 through 40A:65-35) authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and,

WHEREAS, the Borough of Avon-By-The-Sea (“Borough”) and the Township of Neptune, through the Neptune Township Emergency Medical Services, (“Neptune Township Emergency Medical Services”) have identified an area where working together through Shared Services will result in a positive outcome for both the Borough and the Neptune Township Emergency Medical Services; and,

WHEREAS, Resolution 21-435 authorized the execution of an agreement between the Borough and Neptune Township Emergency Medical Services for an initial period of one (1) year beginning January 1, 2021 to December 31, 2021, and the agreement may be extended by Agreement of both parties for a period of five (5) years beyond the expiration date by resolution of each governing body with an allowance to amend the annual fee based upon costs and call volume; and,

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a Shared Service Agreement (“Agreement”) with the Borough of Avon-By-The-Sea with respect to the provision of Emergency Medical Services pursuant to the terms and conditions set forth in the Agreement. A copy of the Agreement shall be open for public inspection at the Office of the Municipal Clerk.
2. The Borough will pay the Township a base fee of \$175.00 per month. The total number of calls included in the base fee shall be twelve (12) calls for the year and any calls in excess of this amount shall be billed at a rate of \$175.00 per call in addition to the base rate.
3. The terms of this Agreement shall take effect upon the adoption of appropriate Resolutions and execution of the Agreement by the parties thereto.

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

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 November 27, 2023.

Gabriella Siboni
Township Clerk

**EXTENSION OF SHARED SERVICES AGREEMENT
EMERGENCY MEDICAL SERVICES**

WHEREAS, the Township of Neptune (the “Township”) and the Borough of Avon-By-The-Sea (the “Borough”) entered into a Shared Services Agreement (the “Agreement”) for the provision of Emergency Medical Services for a term on one (1) year commencing January 1, 2021 and ending December 31, 2021, which permitted extensions for a period of five (5) years; and

WHEREAS, it is the intent of the Township and the Borough to extend said Agreement for a term of one (1) year commencing on January 1, 2024 and ending on December 31, 2024; and

WHEREAS, all terms of the Agreement will remain unchanged with the exception of the follow terms, which will replace the existing terms in said contract;

C. ESTIMATED COST.

The estimated cost of the Project shall be, as far as may be determined at this time, approximately \$1.9 million for the provision of all of the Township’s basic life support emergency medical services with the Township and no other participant municipalities involved in the regionalization of emergency medical services with the Township. The estimated cost for providing these services to the Borough is \$7,500.00. The cost of the project for ensuing year is anticipated to be equal or greater than the cost for the initial year of the project.

The Township shall bill for services described herein as described herein in “E. Third Party Billing.

The Borough will be required to pay to the Township a monthly fee of \$175.00 to pay uncollected resident beneficiary co-pays from public funds and the difference between the anticipated overall collection rate 100% collections for up to twelve (12) EMS responses for the year and a fee of \$175.00 for each call in excess of twelve (12) during the year.

The estimated savings to the Borough is \$5,400.00 for 2024.

This estimate and calculation above is recited as required by the Shared Services Agreement.

F. DURATION OF AGREEMENT.

The initial Agreement was for an initial period was for an initial period of one (1) year, commencing January 1, 2021 and ending on December 31, 2021.

This Agreement may be extended by Agreement of both parties for a period of five (5) years beyond the expiration date by resolution of each governing body with an allowance to amend the annual fee based upon costs and call volume.

This Agreement shall be the second of the five (5) annual extensions permitted by the initial Agreement.

Either party may, for cause, terminate this Agreement by notice to the other party. Such notice shall be provided at least six (6) months prior to the designated termination date.

Q. CONFIRMING STATEMENT.

This Agreement replaces and supersedes all previous Agreements between the Township and the Borough for the Provision of Basic Life Support and Emergency Medical Services.

R. ENACTMENT PROCEDURE.

The governing bodies of the Township and the Borough have duly adopted a Resolution authorizing the entering into this Shared Services Agreement pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1.

S. 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 of this Agreement. Moreover, the parties agree that whoever prepared this extension of the prior Shared Service Agreement, said 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.

ATTEST:

AVON-BY-THE-SEA

By: _____

Michele Darling, RMC

Ed Bonanno, Mayor

ATTEST:

TOWNSHIP OF NEPTUNE

By: _____

Gabriella Siboni, RMC,

Keith Cafferty, Mayor

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-403**

RESOLUTION AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT WITH ARH ASSOCIATES FOR ENGINEERING SERVICES RELATING TO SHARK RIVER MUNICIPAL MARINA DREDGING PROJECT IN AN AMOUNT NOT TO EXCEED \$13,000.00

WHEREAS, the Township of Neptune desires to appoint an Engineering Services relating to the 2023 Road Improvement Program; and,

WHEREAS, the Department of Engineering has requested proposals from the consulting firms in the engineering pool that was designated by Resolution 23-013; and,

WHEREAS, the following proposals were submitted for review:

<u>Company</u>	<u>Address</u>	<u>Price</u>
ARH Associates	215 Bellevue Ave. Hammonton, NJ 08037	\$13,000.00
CME Associates	1460 Route 9 South Howell, NJ 07731	\$17,640.00
Leon S. Avakian, Inc.	788 Wayside Rd. Neptune, NJ 07753	\$17,580.00
T&M Associates	11 Tindall Road Middletown, NJ 07748	No Proposal

WHEREAS, the Department of Engineering has recommended the contract be awarded to ARH Associates.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that:

1. The award to ARH Associates for the contract related to Shark River Municipal Marina Dredging Project in an amount not to exceed \$13,000.00 is hereby approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, 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 Qualified Purchasing Agent.

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 November 27, 2023.

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 above noted agreement.

Account Name

Account Number

Michael Bascom, Chief Financial Officer

Date

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-404
RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
AWARDING SPECTRASERV INC. CONTRACT "SHARK RIVER MUNICIPAL MARINA
DREDGING" IN AN AMOUNT NOT TO EXCEED \$697,100.00**

WHEREAS, the Township of Neptune advertised a notice to bidders on September 15, 2023 requesting bid submissions for the "Shark River Municipal Marina Dredging"; and,

WHEREAS, on October 3, 2023, the Township of Neptune received bids as follows:

Company	Address	Base Bid	Alternate Bid	Total Bid
Spectraserv, Inc.	75 Jacobus Ave. South Kearny, NJ 07032	\$626,100.00	\$71,000.00	\$697,100.00
Albert Marine Construction, Inc.	65 Pennsylvania Ave. Waretown, NJ 08758	\$1,138,690.00	\$87,000.00	\$1,225,690.00
SumCo Eco Contracting	2 Centennial Dr. Suite 4D Peabody, MA 01960	\$1,659,250.00	\$92,500.00	\$1,751,750.00
JPC Group, Inc.	228 Blackwood-Bamsboro Rd. Blackwood, NJ 08012	\$2,031,125.00	\$125,000.00	\$2,156,125.00

WHEREAS, the Township Engineer has recommended to the Township Committee that the contract be awarded to Spectraserv, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that:

1. The Township Committee hereby concurs with the recommendations of the Township Engineer and hereby awards the contract for the "Shark River Municipal Marina Dredging" to Spectraserv, Inc. in an amount not to exceed \$697,100.00 in a form of contract acceptable to the Township Attorney.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, 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 Qualified Purchasing Agent

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 November 27, 2023

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 agreement detailed above.

Account Name

Account Number

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 23-405

RESOLUTION AUTHORIZING PURCHASE OF HARDWARE AND SOFTWARE PRODUCTS AFFILIATED WITH SERVER UPGRADES FROM SHI INTERNATIONAL, CORP UNDER NEW JERSEY STATE CONTRACT 21-TELE-01360 IN AN AMOUNT NOT TO EXCEED \$39,921.75

WHEREAS, the Township of Neptune wishes to purchase hardware and software products affiliated with server upgrades under new jersey state contract #21-TELE-01360 for \$39,921.75; and,

WHEREAS, SHI International, Corp, having an address at 290 Davidson Avenue Somerset, NJ 08873, has been awarded under New Jersey State Contract #21-TELE-01360 for purposes of providing such services; and,

WHEREAS, N.J.S.A.40A:11-12 permits the purchase of goods and services without advertising for bids when purchased under contract for goods or services entered on behalf of the State by the Division of Purchase and Property in the Department of the Treasury.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that:

1. Purchase hardware and software products affiliated with server upgrades under new jersey state contract #21-TELE-01360 for \$39,921.75 is hereby approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, 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 Chief Financial Officer, Assistant C.F.O., and Police Department.

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 November 27, 2023

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 above named contract.

Account Name
Ordinance 23-32 2023 MCIA

Account Number
05-220-55-932-020

Michael Bascom, Chief Financial Officer

Date

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-406
RESOLUTION AUTHORIZING PURCHASE OF HARDWARE AND SOFTWARE PRODUCTS
AFFILIATED WITH SERVER UPGRADES FROM DELL UNDER NEW JERSEY STATE
CONTRACT 19-TELE-00656 IN AN AMOUNT NOT TO EXCEED \$134,628.96**

WHEREAS, the Township of Neptune wishes to purchase hardware and software products affiliated with server upgrades under new jersey state contract #19-TELE-00656 for \$134,628.96; and,

WHEREAS, Dell, having an address at One Dell Way RR8, Box 8724 Round Rock, TX 78682, has been awarded under New Jersey State Contract #19-TELE-00656 for purposes of providing such services; and,

WHEREAS, N.J.S.A.40A:11-12 permits the purchase of goods and services without advertising for bids when purchased under contract for goods or services entered on behalf of the State by the Division of Purchase and Property in the Department of the Treasury.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that:

1. Purchase hardware and software products affiliated with server upgrades under new jersey state contract ##19-TELE-00656 for \$134,628.96 is hereby approved.
2. All Township officials, including, but not limited to, the Mayor, Business Administrator, 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 Chief Financial Officer, Assistant C.F.O., and Police Department.

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 November 27, 2023

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 above named contract.

Account Name
Ordinance 23-32 2023 MCIA

Account Number
05-220-55-932-020

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 23-407

RESOLUTION AUTHORIZING THE PURCHASE OF REFUSE AND RECYCLING CARTS FROM OTTO ENVIRONMENTAL SYSTEMS UNDER HOUSTON GALVESTON AREA COOPERATIVE-HGACBUY CO-OP, CONTRACT # RC01-21 IN AN AMOUNT NOT TO EXCEED \$25,675.00

WHEREAS, the Township of Neptune wishes to purchase of refuse and recycling carts from Otto Environmental Systems under Houston Galveston area Cooperative HGACBuy Co-op, Contract #RC01-21 in an amount not to exceed \$25,675.00; and,

WHEREAS, Otto Environmental Systems, having an address at 12700 General Drive Charlotte, NJ 28273, has been awarded under Houston Galveston Co-Op, Contract# RC01-21 for purposes of selling said equipment; and,

WHEREAS, N.J.S.A.40A:11-12 permits the purchase of goods and services without advertising for bids when purchased under contract for goods or services entered on behalf of the State by the Division of Purchase and Property in the Department of the Treasury.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that:

1. The purchase of purchase of refuse and recycling carts from Otto Environmental Systems under Houston Galveston area cooperative- HGACBuy co-op, contract #RC01-21 in an amount not to exceed \$25,675.00 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 Chief Financial Officer, Assistant C.F.O., and Public Works Director.

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 November 27, 2023.

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 above detailed purchase.

Account Name
Clean Communities Grant

Account Number
02-213-41-725-020

Michael Bascom, Chief Financial Officer

Date

TOWNSHIP OF NEPTUNE

RESOLUTION 23-408

RESOLUTION AUTHORIZING AGREEMENT FOR PURCHASE OF TWO (2) GEM LEAF GRAPPLE BUCKETS FROM JESCO, INC. UNDER NEW JERSEY STATE CO-OP #65MCESCCPS, CONTRACT # ESCNJ 22/23-12 IN AN AMOUNT NOT TO EXCEED \$64,600.00

WHEREAS, the Township of Neptune sought two (2) GEM Leaf Grapple Buckets from Jesco, Inc. under New Jersey State Co-Op #65MCESCCPS, Contract # ESCNJ 22/23-12 in an amount not to exceed \$64,600.00; and,

WHEREAS, Jesco, Inc., having an address at 118 St. Nicholas Ave. South Plainfield, NJ 07080 has been awarded under State Co-Op #65MCESCCPS, Contract# ESCNJ 22/23-12 for purposes of providing such services; and,

WHEREAS, N.J.S.A.40A:11-12 permits the purchase of goods and services without advertising for bids when purchased under contract for goods or services entered on behalf of the State by the Division of Purchase and Property in the Department of the Treasury.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Neptune that:

1. The Purchase of sought two (2) GEM Leaf Grapple Buckets from Jesco, Inc. under New Jersey State Co-Op #65MCESCCPS, contract # ESCNJ 22/23-12 in an amount not to exceed \$64,600.00 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 Chief Financial Officer, Assistant C.F.O., and Public Works Director.

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 November 27, 2023.

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 above detailed purchase.

Account Name
Ordinance 23-32 2023 MCIA

Account Number
05-220-55-932-020

Michael Bascom, Chief Financial Officer

Date

**TOWNSHIP OF NEPTUNE
RESOLUTION 23-409**

**AUTHORIZE EXECUTION OF AGREEMENT BETWEEN CATHARINE S. OLIVER AND
MONMOUTH CONSERVATION FOUNDATION FOR THE DONATION OF BLOCK 5303
LOTS 2, 3 AND 4 (SOUTH RIVERSIDE DRIVE)**

WHEREAS, Ordinance 22-50 authorized the acceptance of a deed of dedication with regards to Block 5303 Lots 2, 3 and 4; and,

WHEREAS, an agreement has been prepared to memorialize the agreement, and,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby accepts the donations of Block 5303 Lots 2, 3 and 4 and authorized the execution of the agreement, and,

DONATION AGREEMENT

This **DONATION AGREEMENT** (this "Donation Agreement") is entered into as of the ____ day of _____, 2023 ("Effective Date"), by and between Catharine S. Oliver, having a tax mailing address of 612 Oakcrest Drive, Brielle, NJ 08730 ("Donor") and Monmouth Conservation Foundation, a New Jersey not-for-profit corporation, having offices at 628 Middletown-Lincroft Road, Lincroft, New Jersey 07738, and a mailing address of P.O. Box 4150, Middletown, NJ 07748 ("MCF") for the donation of real property.

WHEREAS, Donor is the owner of a certain parcels of land and property located in the Township of Neptune, County of Monmouth, State of New Jersey, having an address of South Riverside Drive, Neptune, NJ, and designated as Block 5303, Lots 2, 3 and 4 on the Tax Map of Neptune Township, NJ, with Lot 2 having a dimension of 50 x 154; Lot 3 having a dimension of 25 x 150; and Lot 4 having a dimension of 50 x 142; as fully described on **Exhibit A** attached hereto and herein referred to as the "Property"; and

WHEREAS, subject to MCF's right of assignment to the Township of Neptune (set forth herein), Donor has agreed to donate to MCF and, with the approval of its Board, MCF has agreed to accept the donation of the Property as public open space, with the shared objective of adding the Property to the Township of Neptune's Recreational and Open Space Inventory ("ROSI") as public open space pursuant to the Township of Neptune Ordinance #22-50 authorizing the acceptance of Deed of Dedication recorded in the Monmouth County Clerk's Office on April 3, 2023 at Book: OR-9639, Page 6672; and

WHEREAS, MCF is a not-for-profit corporation of the State of New Jersey and the contribution will constitute a "charitable contribution" within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Donor and MCF, Donor hereby agrees to donate and convey the Property to MCF upon the terms and conditions set forth hereinafter.

- 1. DONATION AND ACCEPTANCE.** Donor agrees to donate, convey, and transfer to MCF, and MCF agrees to receive and accept from the Donor, all of the Donor's right, title and interest in and to the Property, subject to the terms, conditions and provisions hereof.
- 2. DONATIVE INTENT.** The Property is being donated by the Donor to MCF as a charitable gift.
- 3. CONVEYANCE.** The conveyance of all of Donor's right title and interest in the Property by Donor to MCF shall be by bargain and sale deed with covenants against Grantor's acts in the form of **Exhibit B** attached hereto and incorporated herein by reference ("Deed").
- 4. TITLE.** At the Closing, title to the Property will be free and clear of all liens, mortgages, restrictions, easements, covenants and other encumbrances and title objections,

except for: (a) those created or assumed by MCF; (b) legal highways, streets or public rights-of way; and (c) privileges or rights of public service companies or utilities. MCF shall conduct a title search of the Property, prepare a survey pursuant to Section 5 below, and will deliver a copy of same together with notice of any objections to title that the MCF may have, within forty-five (45) days of the Effective Date, to run concurrently with the Due Diligence Period set forth in Section 5 herein, (“the Title Review Period”) in order to determine whether title is in accordance with the terms of this Agreement. If MCF serves Donor with notice that the title search discloses that the title does not meet the requirements of this Agreement, then Donor will have thirty (30) days from the date it receives notice of the same, to correct any defects in title, at a cost of less than Five Thousand (\$5,000.00) Dollars (“the Title Correction Period”). , at a cost of Five Thousand Dollars (\$5,000.00) or more, either Party may cancel this Agreement. If said defects remain at the end of that period, either Party shall have the right to terminate this Agreement , or MCF shall have the right to accept title to the Property upon such terms that are acceptable to Donor and MCF. At Closing, Donor will deliver to MCF title in and to the Property free of any possession, tenancy or occupancy, together with all the rights and appurtenances thereunto belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rent, issues and profits thereof, if any, and all the estate, right, title, interest, Property, possession, claim and demand whatsoever, in law as well as in equity, and every part and parcel thereof except as may be set forth in this Agreement. Further, title to be conveyed to MCF will include all of Donor’s right, title, and interest, if any, in and to any lands lying in the bed of any existing or proposed street in front of, adjoining or within the Property being conveyed. In addition, the Property must be free of any encroachments not shown on the survey described in Section 5 below; if the Donor elects not to remove all encroachments prior to closing of title, MCF may elect to reject the transfer of the Property and terminate this Agreement. Donor shall also convey all riparian rights, if any, to the Property to the MCF free and clear of all liens or encumbrances.

5. SURVEY AND PROPERTY INSPECTIONS.

(a) Within five (5) business days of the Effective Date, Donor shall provide MCF with copies of the most recent title search and survey of the Property, to the extent Donor possesses same.

(b) MCF and its representatives shall have sixty (60) days from the Effective Date (the “Due Diligence Period”) to have a survey of the Property prepared and to conduct investigations, including but not limited to a Phase I Environmental Assessment, an underground survey, and any other studies and inspections as desired by MCF as to the condition of the Property. MCF and its agents shall have the right to enter onto the Property for these purposes upon the Effective Date of this Agreement and shall run until the termination of this Agreement or the Closing Date. MCF represents that it will carry adequate insurance to cover Donor for any claims made against Donor in connection with said entry, and will indemnify and hold Donor harmless from any such claims. MCF further acknowledges that if title does not close, it will restore the Property to its preexisting condition, if it is altered in any way, in order to carry out the provisions of this paragraph.

(c) In the event that MCF, in its sole discretion, determines that any of the foregoing tests or any other event or occurrence, for any reason whatsoever, as contemplated hereunder is not acceptable, MCF shall give notice to Donor on or before the expiration of the Due Diligence Period, and upon the receipt of such notice, this Agreement shall be terminated.

6. DONOR WARRANTIES AND REPRESENTATIONS. The Property is being conveyed on an “AS-IS, WHERE-IS” basis in its present state and condition and the Donor disclaims all warranties and representations of any kind or nature, whether oral or written, express or implied, concerning the Property, any personal property of the Donor, except for the following representations and warranties by Donor, made to the best of Donor’s knowledge, information and belief:

a. Ownership. Donor is the owner of the Property and has the full right and authority to execute this Donation Agreement and consummate all the transactions hereby contemplated.

b. No Attachments. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened in writing against Donor.

c. Foreign Person. The Donor is not a “foreign person”, “nonresident alien,” “foreign corporation,” “foreign partnership,” “foreign limited liability Donor,” “foreign trust” or “foreign estate” as those terms are defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 (“FIRPTA”).

d. No Actions. To the best of Donor’s information, knowledge and belief, there is no action, suit or proceeding pending or threatened against or affecting the Property, relating to or arising out of the operation of the Property or against Donor or the current owner with respect to the transaction contemplated hereby, before any court or federal, state, county or municipal department, commission, board, bureau or administrative agency or other governmental instrumentality, nor to the knowledge of Donor, is there any basis for any such action or proceeding, including, but not limited to, proceedings for involving collections, evictions, condemnation, eminent domain actions, alleged building code or zoning violations, personal injuries or property damage. MCF is left up to its own due diligence to confirm same.

e. No Unpaid Bills. At Closing, there will be no contract made by Donor for any improvements to the Property which has not been fulfilled or amounts owed for labor or materials furnished prior to closing which have not been paid for and to the best of Donor’s information, knowledge and belief, there are no mechanic's liens (whether perfected) on or affecting the Property.

f. No Leases. There are no leases, occupancy agreements or tenancies that affect the Property and there are no oral agreements relating to the use and occupancy of

the Property that would be binding upon the MCF. No third party has an option or other right, including a right of first refusal, to purchase the Property or any part thereof.

g. No Claims. To the best of Donor's information, knowledge and belief, Donor represents that there are no pending claims and to the best of its knowledge there are no circumstances, facts or events which are likely or probable to result in any claims against the Donor or the MCF as a result of ownership of the Property.

h. Real Property Taxes. The Parties acknowledge that delinquent real property taxes are due and owing to the Township of Neptune, for Lots 2, 3, and 4 in Block 5303, which Donor shall bring current prior to closing.

i. No Assessments. Donor knows of no existing or partly constructed municipal improvements affecting the Property which have been assessed and not fully paid for.

j. Form 8283. Donor shall file an IRS Form 8283 for the donation described herein, based upon an appraisal by a qualified appraiser in support of same at Donor's sole cost and expense. Said appraisal shall be subject to the review and acceptance of MCF. MCF shall promptly provide the Donor with the specifications and parameters Donor's appraiser needs to address, as well as any concerns regarding the appraisal. The appraisal shall be certified to both Donor and MCF.

(1) Within thirty (30) days following the Effective Date, its own appraisal of the Property performed to help substantiate the appraised value. If, in its judgment, MCF believes that the appraised value is lower than as found by Donor's appraiser, the parties shall, in good faith, work to adjust the appraised value to a mutually acceptable one. If the parties cannot, within fourteen (14) days thereof, reach a resolution, either party may terminate this Agreement.

(2) For charitable deduction purposes, the appraisal must be completed no earlier than 60 days before the date of the gift (i.e., the date of the transfer of title), and no later than the date on which the tax return for that year is due.

k. Improvements. To the best of Donor's information, knowledge, and belief, the improvements upon the Property, if any, were lawfully permitted.

In the event any of the foregoing representations shall be untrue at the time of closing, MCF may cancel this Donation Agreement.

7. DONEE REPRESENTATIONS AND WARRANTIES.

a. MCF hereby warrants and represents to the Donor that it is a duly organized and validly existing municipal corporation under the laws of the State of Jersey and has all necessary power and authority to enter into this Donation Agreement and to perform and carry out the terms and conditions required of it hereunder.

b. MCF acknowledges that it has not relied, and does not rely, upon any warranties, representations, or statements concerning the Property. MCF acknowledges that it shall rely upon its own due diligence regarding the present state and condition of the Property.

8. DONOR'S DOCUMENTATION AND DELIVERY OF INSTRUMENTS. Prior to Closing or otherwise in the time periods specifically set forth herein, the following documents and instruments will be delivered by the Donor to the settlement agent:

a. Deed. The Deed, executed by the Donor, conveying to MCF all of the Donor's right, title and interest in and to the Property and in recordable form to convey all of Donor's rights title and interest in the Property to MCF and incorporating the metes and bounds description prepared pursuant to a current survey, obtained at MCF's sole cost and expense, and, subject to any necessary exceptions (e.g., existing or planned rights-of-way), restricting the use the Property to public open space; and

b. Affidavit of Title. An affidavit of title in usual and customary form, and including representations as to the name and address of the Donor and the authority to execute documents on behalf of the Donor, and further that any judgments contained in the title report are not against Donor but against person(s) of same or similar name; and

c. FIRPTA Affidavit. An Affidavit pursuant to the Foreign Investment and Real Property Tax Act ("FIRPTA");

d. Residency Certification. A completed Seller's Residency Certification / Exemption Form stating that Donor is not required to make an estimated gross income tax payment to the State of New Jersey or Non-Resident Seller's Tax Declaration and/or tax payment receipt whichever may be applicable in accordance with the requirements of Chapter 55 of Public Law 2004;

e. Such other documents as may be reasonably necessary to convey title or to otherwise effectuate the terms and conditions of this Donation Agreement.

9. MCF'S DOCUMENTATION AND DELIVERY OF INSTRUMENTS. Prior to Closing or otherwise in the time periods specifically set forth herein, the following documents and instruments will be delivered by MCF to the Escrow Agent:

a. Form 8283. Subject to the provisions of Section 6(i) above, one (1) copy of MCF Acknowledgment (Part IV) of Section B of IRS Form 8283, executed by MCF by an official authorized to sign the tax returns for MCF or by a person specifically designated to sign Form 8283 in the amount of the appraised value of the Property; and

b. Such other documents as may be reasonably necessary to convey title or to otherwise effectuate the terms and conditions of this Donation Agreement.

10. CLOSING OF TITLE. The Closing shall take place within ten (10) business days after the successful completion of the Title Review Period, or, if necessary, the Title Correction Period as set forth in Section 4 herein, whichever is later, and subject to each party's right to extend the Closing Date one time by up to thirty (30) days. The closing shall take place at MCF's offices in Lincroft, New Jersey, or otherwise at a place within the State of New Jersey that is mutually agreed to by the parties, provided Donor and MCF each reserve the right to close in escrow by mail. MCF's obligation to close is expressly conditioned upon receipt of an appraisal acceptable to MCF in accordance with Section 6(i) above.

11. CLOSING COSTS. MCF shall be responsible for the cost of recording the Deed transferring title to it, the cost of the title search and final title policy, the costs of any settlement agent, and any other costs and expenses required to effectuate the transfer contemplated hereby. Donor shall be responsible for the cost of the realty transfer fee. Each party shall be responsible for its own attorney's fees.

12. ADJUSTMENTS. All adjustments, including real property taxes, and water and sewer rents, are to be adjusted, apportioned, and allowed as of the date of closing of title and delivery of the Deed to each portion of the Property, based upon a 365-day year.

13. BROKER. Donor and MCF represent that neither party is represented by a real estate broker in this transaction and are not aware of any real estate commissions that are or will come due to any such broker in connection with this transaction. Each party shall indemnify defendant and hold harmless the other party for any claims of brokerage commission arising from their respective actions.

14. CHARITABLE USE. The parties understand and agree that the Property is to be used exclusively for public purposes within the meaning of Code Section 170(c)(1); specifically, the Property shall be dedicated as public open space.

15. NOTICES. All notices required, permitted or appropriate hereunder must be in writing and served upon the respective parties by personal delivery, overnight courier, confirmed facsimile transmission, email (with copy by 1st class mail) or by certified mail, return receipt requested, to the party being noticed as follows:

If to Donor:

See address set forth at the top of Page 1.

With copy to:

Ms. Catharine S. Oliver
c/o Kenneth C. Oliver, POA
9458 Kenneth Avenue
Skokie, Illinois 60076
Fax:
Email: kenoliv@gmail.com

If to MCF:

Litwin & Provence, LLC
108 South Finley Avenue
Basking Ridge, NJ 07102
Attn: Andrew J. Provence, Esq.
Fax: 973-642-0310
Email: aprovence@litprolaw.com

With copy to:

Gene J. Anthony, Neptune Township Attorney
Law Office of Gene J. Anthony
48 South Street
Eatontown, NJ 07724
Fax:
Email: gantpol@aol.com

Such notice will be deemed to have been given, if mailed, upon deposit, in the U.S. Mail, postage prepaid and if personally delivered or sent by overnight courier, fax or email, upon delivery to the above addresses. The Parties also hereby expressly consent to receipt of service of process in the matter set forth in this paragraph in any litigation arising out of, or in any way relating to, this Donation Agreement. The Parties may designate new addresses or parties to be notified hereunder by notice given in the aforesaid manner.

16. MISCELLANEOUS.

a. Governing Law/Jurisdiction. This Donation Agreement is to be construed in accordance with the laws of the State of New Jersey, and all disputes between the parties shall be brought in the Superior Court of New Jersey located in Monmouth County, NJ.

b. Entire Agreement. This Donation Agreement represents the entire agreement and understanding between the parties hereto and no oral or written representations or promises have been made with respect thereto. This Donation Agreement may not be altered or modified orally, but only by a written agreement executed by the parties hereto.

c. Date of Agreement. The date of this Donation Agreement is the date on which it is executed by all parties or, if not executed simultaneously) the date on which it is executed by the last of the parties, which date will be inserted at the top of the first page hereof as the Effective Date.

d. Date of Performance. If any date or deadline under this Donation Agreement falls on a Saturday, Sunday or a national holiday, such date or time for performance will automatically extend to the next business day.

e. Captions and Headings. Captions and headings used herein are for reference only and are in no way to be deemed to define, limit, explain or amplify any provisions hereof.

f. Construction. When the context of this Donation Agreement so requires, nouns appearing in the singular are to have the same effect as if used in the plural and vice versa, and the proper gender is to be attributed to all pronouns.

g. Authority to Execute. The individuals executing this Donation Agreement represent and warrant that they have full authority and have been duly authorized by their respective corporations to do so on behalf of such corporation.

h. Preparation of Agreement. The parties acknowledge that this Donation Agreement was prepared jointly and, therefore, this Donation Agreement is to be construed on a parity basis as between the parties.

i. Successors and Assigns. This Donation Agreement is binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns. **MCF shall have the unfettered right to assign this Agreement to the Township of Neptune, provided that such assignment is made on the condition that the Township use the Property as public open space and add the Property to its Recreational and Open Space Inventory as soon as can be arranged.**

j. No Silent Waivers. No waiver by either party or any failure of, or refusal by, the other party to comply with its obligations under this Donation Agreement is to be deemed a waiver of any other or subsequent failure or refusal to so comply.

k. Severability. In the event that any one or more of the provisions of this Donation Agreement, or any parts thereof, shall be deemed invalid or unenforceable by any court of competent jurisdiction, or shall otherwise conflict with applicable law, such provisions, or parts thereof, shall be deemed deleted herefrom, and this Donation Agreement shall be construed to give effect to the remaining provisions hereof, which shall be and remain in full force and effect.

l. Relationship of the Parties. Notwithstanding any provision to the contrary in this Donation Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of donor and donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

m. Further Assurances. Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Donation Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Donation Agreement.

n. Counterparts. This Donation Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument.

IN WITNESS WHEREOF, the undersigned parties, through their respective authorized representatives, enter into this Donation Agreement as of the date first written above.

DONOR:

CATHARINE S. OLIVER

By: _____
Kenneth Oliver,
Attorney-in-fact

DONEE:

**MONMOUTH CONSERVATION
FOUNDATION**

By: _____
William Kastning,
Executive Director

In acknowledgment of Sections 14 and 16(i),

TOWNSHIP OF NEPTUNE

By: _____
Keith Cafferty,
Mayor

EXHIBIT A

LEGAL DESCRIPTION

[To be updated following Survey]

FIRST TRACT: BLOCK 5303, Lot 2

Being known and designated as Lot Number Fifty-one (51) in Block 15 on tract known as Shark River Hills as shown on a map of Section B., Shark River Hills, made by Sincerbeaux & Moore, Civil Engineers, Asbury Park, N.J., April 1924, and revised August 19th, 1924, and duly filed in the Monmouth County Clerk's Office.

Being the same premises conveyed to Shark River Hills Estates, a corporation of the State of New Jersey by Deed from Julia L. Osborne, single, dated January 12, 1955, Recorded January 21, 1955, in the Monmouth County Clerk's Office in Deed Book 2551, Page 595.

FOR INFORMATIONAL PURPOSES: The property is commonly known as South Riverside Drive, Block 5303, Lot 2, Neptune Township, New Jersey 07753.

SECOND TRACT: BLOCK 5303, Lot 3

First Tract: KNOWN and designated as Lot 14 in Block 15 Section B, on tract known as Shark River Hills as shown on "Map of Section B, Shark River Hills", made by Sincerbeaux & Moore, Civil Engineers, Asbury Park, N.J., April 1924, and revised August 19, 1924, and duly filed in the Monmouth County Clerk's Office.

Second Tract: KNOWN and designated as Lot 50 in Block 15 Section B, on tract known as Shark River Hills as shown on "Map of Section B, Shark River Hills", made by Sincerbeaux & Moore, Civil Engineers, Asbury Park, N.J., April 1924, and revised August 19, 1924, and duly filed in the Monmouth County Clerk's Office.

Being the same premises conveyed to Shark River Hills Estates, a corporation of the State of New Jersey by Deed from Dorothy Grant a/k/a Dorothea H. Grant, widow, dated April 28, 2000, recorded May 19, 2000, in the Monmouth County Clerk's Office in Deed Book 5936, Page 636.

FOR INFORMATIONAL PURPOSES: The property is commonly known as South Riverside Drive, Block 5303, Lot 3, Neptune Township, New Jersey 07753.

THIRD TRACT: BLOCK 5303, Lot 4

Being known and designated as Lots 48 and 49, Block 15 Section B, as shown on "Map of Shark River Hills, property of Shark River Hills Company, Monmouth County, N.J. Sincerbeaux & Moore, Civil Engineers, Asbury Park, N.J., April 1924, and revised August 5, 1924, and filed in the Monmouth County Clerk's Office on January 31, 1928 in Case No. 21-4.

Being the same premises conveyed to Shark River Hills Estates, a New Jersey corporation by Deed from William G. Sobeck and Doris A. Sobeck, his wife, dated June 19, 1972, recorded June 22, 1972, in the Monmouth County Clerk's Office in Deed Book 3786, Page 668.

FOR INFORMATIONAL PURPOSES: The property is commonly known as 11 South Riverside Drive, Block 5303, Lot 4, Neptune Township, New Jersey 07753.

EXHIBIT B
FORM OF DEED
DEED OF DEDICATION

This Deed is made as of the _____ day of _____, 2023,

BETWEEN

CATHARINE S. OLIVER, by her attorney-in-fact, Kenneth C. Oliver, whose post office address is 9458 Kenneth Avenue, Skokie, IL 60076, herein referred to as "Grantor",

AND

TOWNSHIP OF NEPTUNE, a municipal corporation of the State of New Jersey, whose post office address is 25 Neptune Boulevard, Neptune Township, New Jersey 07753, herein referred to as "Grantee".

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

WHEREAS, the Grantor has offered to dedicate Block 5303, Lots 2, 3 and 4, located at South Riverside Drive, in the Township of Neptune, New Jersey ("the Property"), as public open space, to be added to the Township of Neptune's Recreational and Open Space Inventory;

WHEREAS, the Township Committee did, by Ordinance #22-50, recorded on April 3, 2023 in the Monmouth County Clerk's Office at Book OR-9639, Page 6672, confirm the dedication and authorized the execution and delivery of a Deed of Dedication for the Property; and

WHEREAS, Monmouth Conservation Foundation has assigned to Grantee all of its rights and interest in a certain Donation Agreement with Grantor concerning the deposition of the Property for public open space.

1. Transfer of Ownership. Grantor grants and conveys (transfers ownership of) property described below to Grantee. This transfer is made for the sum of One Dollar (\$1.00). Grantor acknowledges receipt of this money.

2. Tax Map Reference (N.J.S.A. 46:26A-3). Township of Neptune, County of Monmouth, State of New Jersey, Block 5303, Lots 2, 3 and 4, as described on the Tax Map of Neptune Township.

3. Property. The property consists of the land and all buildings and structures on the land in the Township of Neptune, County of Monmouth and State of New Jersey. The legal description is:

[X] SEE SCHEDULE A (ATTACHED).

Prepared by:

Andrew J. Provence, Esq.

(For Recorder's Use Only)

BEING the premises conveyed to Grantor by Deed from the Estate of Everett W. Oliver, Jr., dated June 8, 2020, and recorded on June 24, 2020, in the Monmouth County Clerk's Office in Book OR-9422, Page 8410.

BEING the same premises conveyed to the Estate of Everett W. Oliver, Jr. by Deed from Shark River Hills Estates, dated April 20, 2020, and recorded on May 18, 2020, in the Monmouth County Clerk's Office in Book OR-9414, Page 7547.

Subject to any easements and existing restrictions of record, applicable municipal zoning laws and other governmental regulations, and any facts shown by an accurate survey.

The street address of the Property is: South Riverside Drive, Neptune, New Jersey.

4. Promises by Grantor. Grantor promises that Grantor has done no act to encumber the property. This promise is called a "Covenant as to Grantor's Acts" (N.J.S.A. 46:4-6). This promise means that Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against Grantor).

5. Signature. Grantor signs this Deed as of the date at the top of the first page.

Witnessed By:

**KENNETH C. OLIVER as
Attorney-in-fact for Catharine S. Oliver**

Print Name:

STATE OF _____:

SS:

COUNTY OF _____:

I CERTIFY that on _____, 2023, KENNETH C. OLIVER, as attorney-in-fact for Catherine S. Oliver, personally came before me and acknowledged under oath to my satisfaction, that he/she:

- (a) was the maker of this Deed;
- (b) was authorized to execute this Deed on behalf of the above-named Grantor, Catharine S. Oliver, as her attorney-in-fact;
- (c) executed this Deed as the act of Catherine S. Oliver; and
- (d) made this Deed for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:

Gene J. Anthony, Esquire
Law Offices of Gene J. Anthony
48 South Street
Eatontown, NJ 07724

(Print name and title below signature)

NEPTUNE TOWNSHIP

RESOLUTION #23-410

RESOLUTION DETERMINING VACANCY OF MEMBER OF THE GOVERNING BODY OF THE TOWNSHIP OF NEPTUNE

WHEREAS, N.J.S.A. 40A:16-3, entitled, “When Office Deemed Vacant,” establishes the basis for a vacancy with regard to the Mayor or member of a governing body of any municipality; and

WHEREAS, N.J.S.A. 40A:16-3(g) establishes that when, “. . . a member of the governing body fails to attend and participate in any meetings of the governing body for a period of 8 consecutive weeks without being excused from attendance by a majority of the members of the governing body, at the conclusion of such period; provided, however, that the governing body may refuse to excuse only with respect to those failure to attend and participate, which are not due to legitimate illness.” Accordingly, under such circumstances, the governing body may conclude that a vacancy in the governing body does exist;” and

WHEREAS, longstanding Township Committee Member, Dr. Michal Brantley, has been absent from Township Committee Meetings since June 26, 2023; without providing the Township Committee with an excuse or reason for the lack of attendance; and

WHEREAS, although the governing body has not taken action previously with the belief that Committeeman Brantley had a legitimate illness as the basis for his lack of attendance, the Township Committee authorized the Township Attorney, by letter of November 13, 2023, to verify with Dr. Brantley and his family his lack of attendance and his intended future attendance, with a request for a response to the same within five days. The letter was sent by regular and Certified Mail/RRR, and although a green card receipt was received on Saturday, November 18, 2023; no response was received with regard to Dr. Brantley’s intentions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey, with great regret, that the governing body feels the need to proceed with a full Township Committee and hereby finds the position held by Committeeman, Dr. Michael Brantley, as vacant, pursuant to N.J.S.A. 40A:16-3(g).

BE IT FURTHER RESOLVED, that the Township Committee greatly respects the dedicated service that Dr. Brantley provided to the Township Committee and the citizens of the Township of Neptune for many years, and truly regrets having to take this action out of necessity, and in accordance with the Law of Vacancy. The effective date of the vacancy shall be the date of adoption of this resolution.

TOWNSHIP OF NEPTUNE

RESOLUTION NO. 23-411

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NEPTUNE
ESTABLISHING THE TIME, DATE AND PLACE OF THE TOWNSHIP COMMITTEE'S
REGULAR AND AGENDA MEETINGS DURING DECEMBER 2023**

WHEREAS, an Act of the legislature known as the “Open Public Meetings Act,” enacted October 21, 1975, requires that advance notice be given on all regularly scheduled Agenda and Regular Meetings of the Township Committee of the Township of Neptune, and;

WHEREAS, The Township Committee of the Township of Neptune will hold its meetings at Neptune Township Municipal Building, 25 Neptune Blvd. Neptune, NJ 07753, and;

WHEREAS, The Township Committee will host a workshop meeting prior to every regularly scheduled Public Business Meeting. The agenda meeting will begin at 6:00PM, the Public Business Meeting will follow the conclusion of the workshop meeting, but start no earlier than 7:00PM.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth, State of New Jersey, that the regular Agenda and regular public business meetings of the Township Committee during December 2023 be held in accordance with the schedule set forth in the Notice of Meetings annexed hereto and made a part hereof.

Day	Date	Time
Monday	December 11, 2023	6:00PM
Thursday	December 21, 2023	6:00PM

TOWNSHIP OF NEPTUNE

RESOLUTION #23-412

AUTHORIZING 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:

November 27, 2023, BILL LIST

Current Fund	\$712,053.64
Trust Other	\$21,161.25
General Capital	\$194,068.42
Sewer Operating Fund	\$42,661.85
Sewer Capital Fund	\$188,594.90
Marina Operating Fund	\$807.50
Library Trust	\$1,084.92
Bill List Total	\$1,160,432.48

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