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**Council Room Borough of Neptune City  
November 23, 2015**

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The Regular Council Meeting of the Mayor and Council was called to order by Mayor Robert Brown at 7:00 pm.

The Mayor asked everyone to join in on the Flag Salute.

Council Present: Pryor, Cross, Zajack, More, Renee, Brady, Mayor Brown  
Absent: None

Mayor Brown announced that the Notice Requirements of Chapter 231 P.L. 1975 have been satisfied by the publication of said notice in the Asbury Park Press, and Coaster and by filing a copy with the Municipal Clerk.

Moved and seconded (Cross/Zajack) to receive and file the Neptune City Police Report for September 2015. Carried.

**In Mayor and Council Reports:**

Mayor Brown wished everyone a Happy Thanksgiving.

Mayor Brown thanked all veterans past and present.

Mayor Brown advised any veterans to come into the Municipal office to file paperwork for tax deductions and to contact the County for additional benefits and programs offered to veterans.

The Mayor announced last week was the 100<sup>th</sup> Anniversary of the New Jersey State League of Municipalities.

The Mayor expressed the League of Municipalities are a great tool to take free classes and thanked all employees that took advantage it.

The Mayor reported the material needed to start working on the Memorial Park Boardwalk has been ordered.

The Mayor expressed the importance of the Redevelopment for Steiner and Fifth Avenues.

The Mayor congratulated the owner of the Little Dog Brewery on her one year anniversary.

Mayor Brown reported he had a meeting with residents on Tucker Drive to figure out a solution to the excessive speeding problem.

Mayor Brown wished Mr. Pryor a Happy Birthday.

Mayor Brown commended the Neptune City Police Department for all the work on the September 2009 murder investigation.

Councilwoman Renee reported there were thirty Code Enforcement violations for high grass, weeds, and tall items left for bulk pick up and asked everyone to pay attention to ordinances that are put in place for everyone's safety.

Ms. Renee commended Code Enforcement Official Robert Reynolds Sr. for doing a great job and thanked him for providing a detailed report.

Councilman More reported the last day of brush collection will be Monday, November 30<sup>th</sup> with collection to begin again March 1, 2016.

Mr. More reported the brush drop off dates at the Public Works Facility are December 12<sup>th</sup>, January 16<sup>th</sup> and February 13<sup>th</sup> from 8:00am to 10:00am,

Mr. More reported the road sweeper will be out tomorrow, November 24<sup>th</sup>.

Councilman Zajack reminded everyone the Holiday Party and Tree Lighting will be Friday, December 11<sup>th</sup> at the Neptune City Community Center at 7:30pm.

Mr. Zajack wished everyone a Happy Thanksgiving.

Councilwoman Brady reported the Special Services Meeting will be held tomorrow with the time to be announced.

Ms. Brady wished everyone a Happy Thanksgiving.

Councilman Cross wished everyone a Happy Thanksgiving.

Mr. Cross commended the Neptune City Police Department on a job well done with the murder investigation.

Mr. Cross announced the Administration of Justice Meeting will be Thursday, December 3<sup>rd</sup> at 5:30pm and he will have the Committee Report then.

Councilman Pryor wished everyone a Happy Thanksgiving,

Mr. Pryor advised everyone using a portable heater this winter to be careful.

Mr. Pryor will be calling a Special Services Committee Meeting on Thursday, December 3<sup>rd</sup> at 6:30pm.

Mayor Brown reminded everyone to change the batteries in their smoke detectors.

Councilman Zajack offered the following resolution and moved its adoption. Seconded by Councilman Cross.

Bill List November 23, 2015

Be it resolved that the following payroll and bills be paid:

Current Payroll	\$137,891.52
Current Bills	\$587,790.14
Current Agency	\$5255.07
Sewer Payroll	\$5289.76
Sewer Bills	\$6767.89
Sewer Agency	\$404.67
Animal Control Checking	
• Associated Humane Societies (Animal Control Services for October 2015)	\$1109.00
Special Trust Checking	
• Collins, Vella & Casello, LLC (Pete & Elda's Application)	\$116.00

On Roll Call the following vote was recorded:

Aye: Pryor, Cross, Zajack, More, Renee, Brady

Nay: None

Absent: None

The Mayor declared the motion carried and the resolution adopted.

Councilman Cross offered the following resolution and moved its adoption. Seconded by Councilman Zajack.

**BOROUGH OF NEPTUNE CITY**

**RESOLUTION #2016-126**

**WHEREAS**, the Borough of Neptune City on March 8, 2004 passed on second reading and adopted Ordinance #2004-02 authorizing the purchase by the Borough of Neptune City of police communications equipment , as set forth in said Ordinance and appropriated the sum of \$40,000.00 (FORTY THOUSAND AND 00/100 DOLLARS) in payment of the same and authorized issuance of Bond Anticipation Notes in an amount not exceeding \$38,000.00

(THIRTY-EIGHT THOUSAND AND 00/100 DOLLARS) to finance the cost thereof; and

**WHEREAS**, the Mayor and Council deem it necessary and advisable on November 23, 2015 to authorize the issuance of Bond Anticipation Note #8 in the amount of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS or in such other appropriate increments thereof in connection with the financing of same; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Neptune City as follows:

1. That issuance of said Bond Anticipation Note #8 of the Borough of Neptune City in the County of Monmouth and State of New Jersey in the amount of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS or in such other appropriate increments thereof payable December 3, 2016 is hereby approved.

2. The Mayor and Borough Clerk be and they are hereby authorized and directed to execute said Notes on the part of the Borough, and the Mayor is hereby directed to cause the seal of said Borough to be impressed upon said Notes, and the Borough Clerk is hereby authorized and directed to attest said seal.

3. Said Borough Clerk be and is hereby directed to report to the Mayor and Council the amount, description, interest rate and maturity of said Notes sold pursuant to this Resolution at the meeting of said Mayor and Borough Council next succeeding the sale of said Notes.

**THE BOROUGH OF NEPTUNE CITY  
MARY SAPP, BOROUGH CLERK**

**DATED: November 23, 2015**

On Roll Call the following vote was recorded:  
Aye: Pryor, Cross, Zajack, More, Renee, Brady  
Nay: None  
Absent: None

The Mayor declared the motion carried and the resolution adopted.

Councilman Zajack offered the following resolution and moved its adoption. Seconded by Councilman Pryor.

Resolution 15-127  
**LICENSE AGREEMENT**

**BETWEEN**

**BOROUGH OF NEPTUNE CITY**  
[**"LICENSOR"**]

**AND**

**STEINER LLC**  
[**"LICENSEE"**]

This LICENSE Agreement ("*Agreement*") is made and entered into as of this 23<sup>rd</sup>. day of November, 2015, by and between the **BOROUGH OF NEPTUNE CITY**, a Municipal Corporation of the State of New Jersey, having its principal offices located at 106 West Sylvania Avenue, Neptune City, New Jersey 07753 ("*LICENSOR*") and **STEINER LLC**, having an address of c/o Jeffrey A. Donner, Esquire, 780 Highway 35, Neptune, New Jersey 07753 ("*LICENSEE*");

**WITNESSETH**

**WHEREAS**, LICENSEE obtained Site Plan Approval (the "*Approval*") with variances from LICENSOR for premises shown on the Tax Map of the Borough of Neptune City as BLOCK 3, lot 20 and commonly known as 155 Steiner Avenue, Neptune City, New Jersey (the "*Property*"); and

**WHEREAS**, LICENSEE'S Approval is conditioned upon the LICENSOR permitting the use of a portion of the right-of-way of Fifth Avenue for parking and related improvements in connection with LICENSEE'S use of LICENSEE'S Property, (Collectively, the "*Encroachment*"), all as depicted on Schedule A hereof; and

**WHEREAS**, LICENSOR is willing to grant to LICENSEE a LICENSE to continue and maintain the Encroachment in accordance with this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1. License:** LICENSOR hereby grants to LICENSEE a LICENSE to improve, maintain and use the Encroachment on Fifth Avenue, which is owned by LICENSOR (such right shall hereinafter also be referred to as the "LICENSE"). The LICENSE granted to LICENSEE shall be governed by the terms and conditions of this Agreement and shall not be construed as an easement.

**Section 2. Indemnification:** LICENSEE shall indemnify, keep and save harmless LICENSOR, its successors, and agents, against all claims made on account of injuries, deaths, losses, damages, suits, liabilities, judgments, claims, costs and expenses including reasonable attorneys fees caused, or alleged to be caused by acts or omissions of LICENSEE or its agents, or caused by the carrying out of this Agreement or as a consequence of the granting of this LICENSE unless due to acts, omissions or negligence of LICENSOR or any person or entity for which LICENSOR is responsible.

**Section 3. Insurance.** In addition to other insurance carried by LICENSEE, LICENSEE shall carry, or cause to have carried during the existence of this Agreement, insurance coverage naming LICENSOR as an additional insured in the amount of \$1 million per occurrence and \$3 million in the aggregate for damage to property and/or injury to persons arising out of LICENSEE'S use of the Encroachment. Such insurance shall be evidenced by the policy attached to this Agreement as **Exhibit B.**

**Section 4. Termination:** LICENSEE shall not assign this LICENSE or its rights hereunder to any third party without also conveying LICENSEE'S interest in BLOCK 3, LOT 20 and any such assignment which does not also convey LICENSEE'S interest in BLOCK 3, LOT 20 shall be void and of no force or effect, provided, however, that this LICENSE shall run with the land and be binding upon LICENSEE'S successors and assigns. This Encroachment License can be canceled and removed by LICENSOR and/or this LICENSE terminated upon six (6) months written notice from LICENSOR to LICENSEE, at LICENSOR'S sole and exclusive discretion. If the Encroachment is not immediately thereafter removed by LICENSEE, LICENSOR can perform removal thereof and LICENSEE will be responsible for all costs, including any attorney fees and or costs associated with the removal of same and/or the enforcement of this Agreement.

**Section 5. Notices.** All notices required to be given under this Agreement shall be sent by hand delivery or certified mail, return receipt requested to the persons named below, except that either party may change the address upon written notice to the other:

For Licensee:           STEINER LLC  
                              c/o Jeffrey A. Donner, Esquire  
                              780 Highway 35  
                              Neptune, New Jersey 07753

For Licensor:           Borough of Neptune City  
                              c/o Mark R. Aikins, Esquire  
                              Mark R. Aikins, LLC  
                              3350 Route 138, Building 1, Suite 113,  
                              Wall, New Jersey 07719  
                              Telephone: 732-280-2606/Telefax No: 732-280-8084

**Section 6. Fees.** LICENSEE shall be responsible for all legal fees incurred by LICENSOR with regard to this Agreement.

**Section 7. Survival of Obligations.** Any provision, obligation, or right arising under this Agreement the survival of which is consistent with the express terms, text, and purpose of such provision, obligation or right, shall survive the termination of this Agreement.

**Section 8. Entire Agreement:** This Agreement (including all exhibits hereto) represents the entire agreement of the parties and supersedes any and all prior agreements, understandings, promises and representations concerning the subject matter hereof and the terms applicable hereto. This Agreement may not be modified or altered except pursuant to written agreement between the parties. This Agreement may be executed in one or more counterparts.

**Section 9. Severability.** If any part of this Agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

**Section 10. No Joint Undertaking.** By entering into this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership and each party shall be deemed an independent contractor and shall act solely for its own account.

**Section 11. Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey without regard to that state's conflict of law rules.

**Section 12. Headings.** Section headings contained in this Agreement are inserted for convenience of reference only and shall not in any way define or affect the meaning, or scope of any provisions hereof.

**Section 13. Non-Exclusivity of Remedies.** The remedies provided in this Agreement are cumulative and in addition to any remedies provided for by law or equity.

**IN WITNESS WHEREOF**, the parties hereto, intending mutually to be bound, have executed this Agreement on the day and year first-above written.

ATTEST:

BOROUGH OF NEPTUNE CITY  
A Municipal Corporation of the State  
of New Jersey ["LICENSOR"]

\_\_\_\_\_  
Mary Sapp, Borough Clerk

\_\_\_\_\_  
ROBERT J. BROWN, MAYOR

\_\_\_\_\_  
STEINER LLC ["LICENSEE"]

WITNESS:

\_\_\_\_\_  
[Print Name]

On Roll Call the following vote was recorded:  
Aye: Pryor, Cross, Zajack, More, Renee, Brady  
Nay: None  
Absent: None

The Mayor declared the motion carried and the resolution adopted.

**In Public Participation:**

Jacqueline Vanaman of 155 Prospect Street congratulated Mayor Brown on the election.

Ms. Vanaman asked if the articles in the Asbury Park Press regarding the Realty Group will affect the appraisals done in Neptune City earlier in the year.

Mayor Brown responded that this will not have an effect on Neptune City and advised anyone who has any questions or concerns to come into the tax office to speak with Administrator, Mary Sapp or Tax Assessor William Fitzpatrick.

Kenneth Sorensen of 809 ½ Fourth Avenue expressed concern of increased traffic speed and volume on his street since the light has been installed on Evergreen.

Mr. Sorensen thanked Councilwoman Renee and Captain Louis Trocchio for their assistance when he reported this issue last week; however feels further steps will need to be taken to prevent this in the future.

Mayor Brown agreed with Mr. Sorensen and feels the drivers are going too fast and states he and Council are working with the Police Department to become more aggressive to decrease speeding on all streets in Neptune City.

Erin Maciorowski of 17 Tucker Drive thanked Mayor Brown and Captain Trocchio for having a meeting to discuss solutions for the traffic concerns on Tucker Drive.

Jennifer Coombs of 65 Steiner Avenue congratulated the election winners and stated she did some research on a Veteran's Support Group and discovered it is possible to have a Veteran's Support Group for Neptune City and no psychologists are needed.

Mayor Brown expressed he is aware and will look into this.

Moved and seconded (Cross/Renee) to adjourn the meeting. Carried.

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Mayor Robert Brown

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Mary Sapp, Municipal Clerk