

Borough of Neptune City
Meeting of the Mayor and Council
Agenda
January 25, 2021

Call to Order
Roll Call:
Open Public Meetings Act
Flag Salute

MINUTES

December 28, 2020

COMMUNICATIONS

PRESENTATIONS

BOARD OF EDUCATION REPORT

COUNCIL REPORTS

Administration & Finance - John Pietrunti

Public Works – Pamela Renee

Law & Ordinance – Brian Thomas

Administration & Justice – Glen Kocsis

Special Services- Danielle Pappas

Human Services- Dave Calhoun

PUBLIC PARTICIPATION (FOR AGENDA ITEMS)

UNFINISHED BUSINESS

NEW BUSINESS

CONSENT AGENDA

All items listed are considered to be routine and non-controversial by the Mayor and Council and will be approved by one motion. There will be no separate discussion on these items unless a Council member(s) so request it, in which case the item(s) will be removed from the Consent Agenda and considered in its normal sequence on the agenda. The one motion signifies and adoption of all resolutions, receive and file letters, correspondence, reports and approval of applications and minutes.

Resolution 21-40 Payment of Bills

Resolution 21-41 Hazardous Mitigation Plan

Resolution 21-42 Award of Bid

Resolution 21-43 Project Completion Closing Statement

Resolution 21-44 Deed of Open Space Easement

PUBLIC PARTICIPATION

AJOURN

RESOLUTION 21-40
AUTHORIZING PAYMENT OF THE BILLS

BE IT RESOLVED that the bills as presented, all have been certified and approved as complete as to form, goods having been delivered, and/or services performed and sufficient funds being available for payment for said bills, be paid in the amount of \$ **\$103,354.77**.

Councilperson	Motion	2 nd Motion	Aye	Nay	Abstain
Calhoun					
Kocsis					
Pappas					
Pietrunti					
Renee					
Thomas					

CERTIFICATION

I, Tamara Brown, Municipal Clerk of the Borough of Neptune City, hereby certify the foregoing to be a true copy of a resolution adopted by the Council of the Borough of Neptune City at their meeting held January 25, 2021.

WITNESS, my hand and the seal of the Borough of Neptune City this 25th day of January, 2021.

TAMARA BROWN, MUNICIPAL CLERK

RESOLUTION 2021-41
ADOPTING THE MONMOUTH COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the Borough of Neptune City, NJ, has experienced natural hazards that result in public safety hazards and damages to private and public property and;

WHEREAS, the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offer the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risks and;

WHEREAS, the New Jersey Office of Emergency Management has provided federal mitigation funds to support development of an updated mitigation plan and;

WHEREAS, a Multi-Jurisdictional Hazard Mitigation Plan has been developed by the County Office of Emergency Management and Mitigation Planning Committee and;

WHEREAS, the Multi-Jurisdictional Hazard Mitigation Plan includes a prioritized list of mitigation actions including activities that, over time will help minimize and reduce safety threats and damage to private and public property and;

WHEREAS, the draft plan was provided to each participating jurisdiction through a website hosted by Michael Baker International, the contracted vendor assisting with the planning process. Links were links also posted on the Emergency Management and Division of Planning websites so as to introduce the planning concept and to solicit questions and comments and to present the Plan and request comments, as required by law and;

NOW, THEREFORE BE IT RESOLVED by the Borough of Neptune City;

1. The Monmouth County Multi-Jurisdictional Hazard Mitigation Plan, as submitted on June 23, 2020 by the Monmouth County Office of Emergency Management to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency and subsequently approved by both agencies on August 27, 2020, be and is hereby adopted as an official plan of the County or Monmouth; with the required yearly updates and minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.
2. The Borough of Neptune City's, departments identified in the Plan are hereby directed to further pursue potential or suggested implementation of the recommended high priority activities that are assigned to their departments.
3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the Borough of Neptune City, and this resolution shall not be interpreted so as to mandate any such appropriation.

4. The Borough of Neptune City, Emergency Management Coordinator is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the New Jersey Office of Emergency Management. The status reports shall be submitted on a yearly basis by a predetermined date agree upon by all stakeholders.

BE IT FURTHER RESOLVED that the OEM Coordinator forward a certified true copy of this resolution to the Monmouth County Office of Emergency Management Coordinator.

Councilperson	Motion	2 nd Motion	Aye	Nay	Abstain
Calhoun					
Kocsis					
Pappas					
Pietrunti					
Renee					
Thomas					

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TAMARA BROWN, MUNICIPAL CLERK

RESOLUTION 2021-42
AWARD OF BID FOR 2021 SUPER FORD F-750 DUMP TRUCK
FOR PUBLIC WORKS

WHEREAS, the Borough of Neptune City is need of a dump truck for the Public Works Department, and

WHEREAS, the Borough has provided funds for this truck through Ordinance 2020-06, and

WHEREAS, in accordance with the Local Public Contracts Law, the Borough advertised for bids for a 2021 Super Ford F-750 with dump style body truck, and

WHEREAS, one bid was received on January 13, 2021 for \$119,320.00, and

WHEREAS, Larson Ford of Lakewood, New Jersey was the lowest bidder at \$119,320.00 and their bid was found to be responsive, and

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Neptune City hereby awards a contract to Larson Ford of Lakewood to provide a 2021 Super Ford F-750 with dump style body truck for the cost of \$119,320.00 and

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk be authorized to sign a contract for the above contract.

Councilperson	Motion	2 nd Motion	Aye	Nay	Abstain
Calhoun					
Kocsis					
Pappas					
Pietrunti					
Renee					
Thomas					

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WITNESS, my hand and the seal of the Borough of Neptune City this 25th day of January, 2021.

TAMARA BROWN, MUNICIPAL CLERK

MUNICIPAL RESOLUTION LANGUAGE
Project Completion – Closing Statement

WHEREAS, the Monmouth County Board of Chosen Freeholders has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County park, recreation, conservation and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

WHEREAS, the Borough of Neptune City entered into a Municipal Open Space Program Grant Agreement with the County of Monmouth on August 14, 2017 that provided \$240,000.00 for Joe Freda Park and First Responders Park under Application No. 17-12 that required certain conditions be met by the Borough of Neptune City prior to receipt of the aforesaid funds; and

WHEREAS, the Monmouth County Park System requires a certified copy of a resolution of the governing body determining that the project aforesaid was finally complete and a closing statement of "Final Change Order" adopted by the governing body.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Neptune City that all conditions of the on August 14, 2017 Grant Agreement have been satisfied by the Borough of Neptune City and that the project has been completed; and

BE IT FURTHER RESOLVED that the Borough of Neptune City made final payment to the contractor Capela Construction Inc. per the letter of the municipal engineer Mehryar Shafai of Leon S. Avakian, Inc Dated November 3, 2020 and that payment was made per voucher 1/25/2021 under check no. _____ which are hereby attached and also on file in the Municipal Clerk's Office.

Councilperson	Motion	2 nd Motion	Aye	Nay	Abstain
Calhoun					
Kocsis					
Pappas					
Pietrunti					
Renee					
Thomas					

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WITNESS, my hand and the seal of the Borough of Neptune City this 25th day of January, 2021.

TAMARA BROWN, MUNICIPAL CLERK

DEED OF OPEN SPACE EASEMENT

This EASEMENT made this day of 2021 between the Borough of Neptune City, located at 106 W Sylvania, Neptune City (hereinafter referred to as "MUNICIPALITY"), and the **COUNTY OF MONMOUTH**, located in the Hall of Records, 1 East Main Street, Freehold, New Jersey, 07728 (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, the MUNICIPALITY is the sole owner in fee simple of the tracts of land in the Borough of Neptune City, Monmouth county, State of New Jersey, more particularly described as Block 4, Lot 32 encompassing 1.03 acres on tax map page 2 of 23 for the Borough of Neptune City, Monmouth County, New Jersey (hereinafter referred to as "Properties"); and more particularly described in the tax map attached as Exhibit A attached hereto and made part of hereof; and

WHEREAS, the MUNICIPALITY is the sole owner in fee simple of the tracts of land in the Borough of Neptune City, Monmouth county, State of New Jersey, more particularly described as Block 100, Lot 1 encompassing 0.32 acres on tax map page 16 of 23 for the Borough of Neptune City, Monmouth County, New Jersey (hereinafter referred to as "Properties"); and more particularly described in the tax map attached as Exhibit A attached hereto and made part of hereof; and

WHEREAS, the Properties possess park, recreation and open space values of great importance to the people of the County of Monmouth; and

WHEREAS, the MUNICIPALITY agrees that the park, recreation and open space values of the Properties be preserved in perpetuity; and

WHEREAS, the MUNICIPALITY further agrees, as owner of the Properties, to convey to the COUNTY the open space easement herein described to preserve and protect the park, recreation and open space values of the Properties in perpetuity; and

WHEREAS, the COUNTY is a body politic and corporate of the State of New

Jersey empowered pursuant to N.J.S.A. 40:32-2.1 to acquire interests in land and hold same for public park, public recreation and public welfare purposes; and

WHEREAS, the COUNTY has made a financial investment in the Properties through the Monmouth County Municipal Open Space Grant Program by providing the MUNICIPALITY with a grant of \$240,000.00 for the development of the Properties.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the Municipal Open Space Grant made to the MUNICIPALITY, the MUNICIPALITY does hereby grant and convey to the COUNTY an easement over, under and right in perpetuity to restrict as set forth herein the use of the real property designated as Block 4, Lot 32 encompassing 1.03 acres on the tax map page 2 of 23 for the Borough of Neptune City, Monmouth County, New Jersey.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the Municipal Open Space Grant made to the MUNICIPALITY, the MUNICIPALITY does hereby grant and convey to the COUNTY an easement over, under and right in perpetuity to restrict as set forth herein the use of the real property designated as Block 100, Lot 1 encompassing 0.32 acres on the tax map page 16 of 23 for the Borough of Neptune City, Monmouth County, New Jersey.

1. **PURPOSE.** It is the purpose of this Easement to guarantee that the Properties will be retained forever for public park, recreation and open space uses and to prevent any use of the Properties that will significantly impair or interfere with the park, recreation, and open space values of the Properties.

2. **TRUST.** The properties shall be held in trust in perpetuity and used exclusively for the purposes authorized by the Open Space and Farmland Preservation, Recreation, Conservation and Historical Preservation Act as may be amended from time to time [NJSA 40:12-15.6b].

3. **PUBLIC ACCESS.** The MUNICIPALITY agrees to make the open space

accessible to the public, unless the MUNICIPALITY and COUNTY determines that public accessibility would be detrimental to the lands, waters, or improvements thereon, or to any natural resources associated therewith [NJSA 40:12-15.6D(3)].

4. **OPEN SPACE INVENTORY**. The MUNICIPALITY shall cause the funded property to be listed in the Municipal Recreation and Open Space Inventory at the time it is filed with the New Jersey Green Acres Program or its successors.

5. **RIGHT OF COUNTY**. To accomplish the purpose of this easement, the following rights are conveyed to the COUNTY by this easement:

A. To preserve and protect the park, recreation and open space values of the Properties.

B. To prevent any activity on or use of the Properties that is inconsistent with the purpose of this easement and to require the restoration of such areas or features of the Properties that may be damaged by an inconsistent use or activity.

C. The COUNTY and its agents, representatives, servants or assigns, shall be permitted to enter upon the Properties at all reasonable times, after giving prior reasonable notice, in order to monitor compliance with and otherwise enforce the terms of the Easement, provided that COUNTY, its agents, etc. shall not unreasonably interfere with use and quiet enjoyment of the Properties.

D. The MUNICIPALITY agrees not to lease, sell, exchange or donate the Properties described herein which is being acquired pursuant to P.L. 1997 c. 24, NJSA 40:12-15.6(A) except upon approval of the Monmouth County Board of Chosen Freeholders and upon such conditions as the Monmouth County Board of Chosen Freeholders may establish [NJSA 40:12-15.6(d)(4)] including, but not limited to, replacement with land of no less or greater utility, acreage and value.

6. **PROHIBITED USES.** Any activity on or use of the Properties inconsistent with the purpose of this easement is prohibited.

7. **GREEN ACRES RESTRICTIONS.** If the lands being conveyed herein were purchased in part with Green Acres funding, they are subject to Green Acres restrictions as provided in N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36.

8. **RESERVED RIGHTS.** The MUNICIPALITY reserves to itself and to its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Properties, including the right to engage in or permit or invite others to engage in all uses of the Properties that are not inconsistent with this easement.

9. **GRANTEE'S REMEDIES.** If the COUNTY determines that the MUNICIPALITY is in violation of the terms of this easement or that a violation is threatened, the COUNTY shall give written notice to the MUNICIPALITY of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Properties resulting from any use or activity inconsistent with the purpose of this easement, to restore the portion of the Properties so injured. If the MUNICIPALITY or its assigns fail to correct the violation within sixty days after receipt of notice thereof from the COUNTY or under circumstances where the violation cannot be cured within the sixty day period or fails to diligently pursue curing such violation until finally cured, the COUNTY may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the term of this easement or injury to any park, recreation or open space values protected by this easement; to require the restoration of the Properties to the condition that existed prior to such injury; and all costs and expenses, including reasonable attorney's fees incurred in enforcing the COUNTY's rights herein.

10. **COUNTY'S DISCRETION.** Enforcement of the terms of this easement shall be at the discretion of the COUNTY, and any forbearance by the COUNTY to exercise its rights under this easement in the event of any breach of any terms of this easement by the MUNICIPALITY shall not be deemed or construed to be a waiver by the COUNTY of such terms or any subsequent breach of the same or any other term of this easement or of any of the COUNTY'S rights under this easement. No delay or omission by the COUNTY in the exercise of any right or remedy upon any breach by the MUNICIPALITY shall impair such right or remedy or be construed as a waiver.

11. **SURVIVAL.** The terms of an Agreement between the MUNICIPALITY and the COUNTY dated August 14, 2017 shall survive the delivery of this Deed of Open Space Easement and the terms of which Agreement are incorporated herein by reference.

12. **WAIVER OF CERTAIN DEFENSES.** The MUNICIPALITY hereby waives any defense of laches, estoppel or prescription.

13. **ACTS BEYOND CONTROL.** Nothing contained in this easement shall be construed to entitle the COUNTY to bring any action against the MUNICIPALITY for any injury or change in the Properties resulting from causes beyond the MUNICIPALITY'S control including, without limitation, fire, flood storm and earth movement, or from any prudent action taken by the MUNICIPALITY under emergency conditions to prevent, abate or mitigate injury to the Properties resulting from said causes.

14. **COSTS AND LIABILITIES.** The MUNICIPALITY shall retain all responsibilities and shall bear all cost and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Properties, including the maintenance of adequate comprehensive general liability insurance coverage. The MUNICIPALITY shall keep the Properties free of any liens arising out of any work performed, for material furnished to or obligations incurred by the MUNICIPALITY.

15. **RISK OF LOSS.** Risk of loss or damage to the Properties by fire or other casualty shall be, and is assumed, by the MUNICIPALITY. The MUNICIPALITY is

required to advise the COUNTY of any occurrence which results in loss of or damage to any improvements funded by the COUNTY or which results in the impairment of the Properties's park, recreation and open space use.

16. **COVENANTS.** The MUNICIPALITY covenants with the COUNTY as follows:

- (a) The MUNICIPALITY is seized of said easement and has good right and title to convey the same;
- (b) The COUNTY shall quietly enjoy the said easement
- (c) The MUNICIPALITY shall have quiet possession of the easement free from all encumbrances;

17. **SUCCESSOR.** The covenants, terms, conditions and restrictions of this easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Properties.

This Deed of Easement is signed and attested to by Andrew C. Wardell
and Tamara Brown, the proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

ATTESTED BY:

Tamara Brown, Municipal Clerk

BY: _____
Andrew C. Wardell, Mayor

STATE OF NEW JERSEY:

: SS.

COUNTY OF MONMOUTH:

I CERTIFY that on January 25, 2021, Tamara Brown personally came before me, the subscriber, a Notary Public of the State of New Jersey, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Municipal Clerk of the Borough of Neptune City, the municipality named in this document;

(b) this person is the attesting witness to the signing of this Deed by the proper corporate officer, who is the Mayor of the municipality;

(c) this Deed was signed and delivered by the municipality as its voluntary act duly authorized by a proper resolution of its governing body;

(d) this person knows the proper seal of the municipality which was affixed to this Deed;

(e) this person signed this proof to attest to the truth of these facts; and

(f) the full and actual consideration paid or to be paid for the transfer of title is \$1.00 (such consideration is defined in N.J.S.A. 46:15-5).

Tamara Brown, Municipal Clerk

Sworn to and subscribed before
me this 25th day of January,
2021.

STATE OF NEW JERSEY:

: SS.

COUNTY OF MONMOUTH:

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Tamara Brown, Municipal Clerk

Sworn to and subscribed before
me this 25th day of January,
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