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## Council Room Borough of Neptune City

May 24, 2021

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The Regular Council Meeting of the Mayor and Council was held at the Neptune City Community Center called to order by Mayor Wardell at 7:05 p.m.

Borough Clerk Brown took roll call.

**PRESENT:** Councilmembers Calhoun, Kocsis, Pappas, Pietrunti, Renee, Thomas, and Mayor Wardell

**ABSENT:**

Mayor Wardell 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 the Coaster and by filing a copy with the Municipal Clerk. Mayor Wardell also noted that the 48-hour notice was advertised and posted as required

### **FLAG SALUTE**

### **APPROVAL OF MINUTES**

April 26, 2021 Minutes Motion to receive and file offered by C/Pappas. Seconded by C/Thomas  
Voice Vote: Councilmembers Calhoun, Kocsis, Pappas, Renee, Thomas

May 10, 2021 Minutes Motion to receive and file offered by C/Calhoun. Seconded by C/Pappas  
Voice Vote: Councilmembers Calhoun, Kocsis, Pappas, Renee, Thomas

### **COMMUNICATIONS**

NONE

### **PRESENTATIONS**

Mayor Wardell read a proclamation honoring Robert Reynolds, Sr. for 50 years of service to the Neptune City Fire Department.

Monmouth County Commissioners Tom Arnone and Sue Kiely presented Robert Reynolds, Sr. with a proclamation from the County of Monmouth. The commissioners also explained the CARES Act distribution.

Short recess was called by Mayor Wardell at 7:28. Returned from recess at 7:35

### **BOARD OF EDUCATION REPORT:**

NONE

## **MAYORS REPORT: Mayor Andrew Wardell**

Mayor Wardell reported on the following:

### **I. Covid-19**

- A. With only 19 new cases and the Governor's lifting of most mandates on public health the borough is now fully open.
  - 1. Executive Order 242
- B. I would still encourage residents to get vaccinated
- C. According to reports NJ has hit 70+% of adults who are vaccinated.
  - 1. The Brookdale vaccination site will be open Tuesdays from 8 a.m. to 4:30 p.m. and on Saturdays from 8 a.m. to noon. Vaccines are available for residents who are at least 18 years old and live, work or attend school in Monmouth County. The County-operated sites administer the Moderna vaccine, which is not approved for anyone under the age of 18. For more information, go to [www.visitmonmouth.com](http://www.visitmonmouth.com).
- D. We opened the last week at full capacity last Monday.

### **II. Memorial Day**

- 1. We had decided not to hold the parade before the lifting of all mandates and now it unfortunately does not leave us time to coordinate.
- 2. We will be holding a ceremony honoring our fallen on Monday at Memorial Park at 11am.

### **III. Mayor's meeting**

- 1. I held a meeting last Tuesday at the Borough with the Mayors of Bradley Beach and Avon.
  - 1. We discussed issues that each municipality may be experiencing and how we could work together to help each other out.
  - 2. No policy has been put in place or discussed, but it was the first chance for us to meet in person and work together. It was very well received and we intend to make this a regular quarterly meeting. Thank you to Mayors Fox and Bonanno for their time.

### **IV. On Thursday I met with our Department heads to prepare for the summer.**

- 1. We discussed safety and parking issues with PD and EMS
- 2. DPW discussed both ongoing and completed projects.
- 3. Community Center Director discussed the planned events for the park through the Board of Recreation
- 4. Our Court Clerk reported that the courts are ready to open up for more in person appearances.

### **V. Tech update**

- 1. We will be ordering new Chromebooks for the Mayor and Council.

1. It became apparent that our equipment was a bit dated during the pandemic

#### **ADMINISTRATORS REPORT: Kevin Kane**

Administrator Kane reported:

1. 2021 Municipal Budget  
| The public hearing and adoption of the budget is on the agenda for this evening under new business.
2. Memorial Park  
▶ Gazebo - Everything is finished and inspected, except the handrails.  
▶ Additional Kayak Racks - We have discussed the construction of additional kayak racks, just need direction from Mayor and Council as to how many.  
▶ Signage - "Unprotected Beach - No Lifeguards" signs have been placed at the beach per guidance from the Monmouth JIF.
3. NIDOT Grant (\$251,045.-) for Hawthorne and Woodland Avenues  
▶ Fernandes Construction is currently resurfacing Hawthorne and Woodland Avenues. The concrete work was completed last year, they milled last Thursday and Friday and started paving today.
4. Grant Applications  
| We are authorizing two grant applications this evening to enhance the work previously authorized at Adams Field.
  - NJDEP Urban Park Grant (through Green Acres) that supports the improvement of parks through land acquisitions (K of C property).
  - NJDCA Local Recreation Improvement Grant (LRIG) that supports the improvement and repair of public recreation facilities (skatepark).

#### **ADMINISTRATION & FINANCE- John Pietrunti**

C/Pietrunti reported June 18 will be the Alzheimer's virtual screening followed by individual screenings. C/Pietrunti also stated he would like to do a presentation for veteran's signs at the next meeting.

#### **PUBLIC WORKS- Pamela Renee**

C/Renee congratulated Bob Reynolds, Sr. on his 50 years of service. Ms. Renee reported the sweeper will be out and that DPW will be planning at Borough buildings. She also reported that the Mayor and Council received a report to move Holly trees and rose bushes at First Responders Park. Administration will continue to look into the monuments. C/Renee stated that her committee discussed adding parking and fixing the gravel lot at Memorial Park and maintaining the sand on the beach and different trees also needed to be replaced.

**LAW & ORDINANCE – Brian Thomas**

C/Thomas reported he attended the Board of Recreation meetings and discussion took place of expansion of programs. C/Thomas stated the Board of Recreation has plans on updating the Social Media and wanted to credit Board of Recreation Director Sue Elmer. In committee C/Thomas mentioned there was discussion on parking ordinance, and he has also been in touch with a couple of mental health organizations and as previously discussed, he would like to focus on children's mental health issues and possibly involve surrounding towns. He also reported that the Blood Drive is coming up and all appointments have been filled.

**ADMINISTRATION & JUSTICE-Glen Kocsis**

C/Kocsis reported there will be more police presence at Memorial Park over the summer including foot patrols. June 5 the NCEA will hold a picnic for First Responders at Adams Field. C/Kocsis stated, Chief Quagliato wanted to thank the Mayor, Council and residents for supporting the Police Department.

**SPECIAL SERVICES-Danielle Pappas**

C/Pappas thanked Bob Reynolds, Sr for his service. C/Pappas shared a memory when she worked on the First Aid with Bob Reynolds, Sr. C/Pappas also stated she continues to work with local families and rescues with pet food and supplies.

**HUMAN SERVICES- Dave Calhoun**

C/Calhoun reported he will be attending a meeting with the Mayor and Fire Department regarding purchasing a Fire Truck. C/Calhoun shared some memories he shared with Bob Reynolds, Sr. over the past 30 years and congratulated him for his years of service.

**PUBLIC PARTICIPATION (FOR AGENDA ITEMS ONLY) -**

Judy LoBionco from Coastal Village expressed her gratitude to the first responders in our town. She stated that she reached out to Mayor Wardell regarding Pride month and to let him towns across the country are raising the gay pride flag for the month of June in support of Pride month and show inclusivity. She stated Mayor Wardell didn't hesitate and she thanked the Mayor and Council for their support and invited everyone out on June 1<sup>st</sup> at 6:00 at the Community Center for a flag raising ceremony to celebrate diversity in Neptune City.

**UNFINISHED BUSINESS**

**NONE**

**NEW BUSINESS****Introduction Ordinance 21-04 Cannabis**

Mayor Wardell read the ordinance by title into the record.

C/Thomas offered the following ordinance and moved for its introduction. Seconded by C/Calhoun

**BOROUGH OF NEPTUNE CITY**

**ORDINANCE NO. 21-04**

**AN ORDINANCE PROHIBITING CLASSES 1, 2, 3, 4 AND 6 OF CANNABIS LICENSED BUSINESSES AND CONSUMPTION AREAS IN THE BOROUGH OF NEPTUNE CITY; PERMITTING THE OPERATION OF CLASS 5 CANNABIS RETAILER LICENSED BUSINESSES WITHOUT CONSUMPTION AREAS ONLY IN THE C ( COMMERCIAL) ZONE WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE BOROUGH OF NEPTUNE CITY BY AMENDING CHAPTER 139 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF NEPTUNE CITY ENTITLED “ZONING”; BY AMENDING SECTIONS OF CHAPTERS 39 AND 95 REGARDING THE PUBLIC CONSUMPTION OF CANNABIS; AND BY CREATING A NEW CHAPTER 121 ENTITLED “ESTABLISHMENT OF CANNABIS TRANSFER AND USER TAX”**

**WHEREAS**, in 2020 New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called “cannabis” for adults at least 21 years of age; and

**WHEREAS**, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the “New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act” (the “Act”), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

**WHEREAS**, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributor license, for businesses involved in transporting cannabis plants in bulk from one licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;

- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchases items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

**WHEREAS**, section 31a of the Act authorizes municipalities by ordinance to adopt regulations governing the number of cannabis establishments (defined in section 3 of the Act as “a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer”), cannabis distributors or cannabis delivery services allowed to operate within their boundaries, as well as the location manner and times operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

**WHEREAS**, section 31b of the Act also stipulates that any municipal regulation or prohibition must be adopted within 180 days of the effective date of the Act (*i.e.*, by August 21, 2021); and

**WHEREAS**, pursuant to section 31b of the Act, the failure to do so shall mean that for a period of five years thereafter, the growing, cultivating, manufacturing, selling and reselling of cannabis and cannabis items shall be permitted uses in all industrial zones, and the retail selling of cannabis items to consumers shall be a conditional use in all commercial and retail zones; and

**WHEREAS**, at the conclusion of the initial and any subsequent five-year period following a failure to enact local regulations or prohibitions, the municipality shall again have 180 days to adopt an ordinance regulating or prohibiting cannabis businesses, but any such ordinance would be prospective only and would not apply to any cannabis business already operating within the municipality; and

**WHEREAS**, the Borough Council of the Borough of Neptune City has determined that, due to present and potential future impacts that allowing cannabis business might have on New Jersey municipalities in general, and on the Borough of Neptune City in particular, it is at this time necessary and appropriate, to amend the Ordinances of the Borough of Neptune City, Chapter 139 Zoning to prohibit Class 1, 2, 3, 4, and 6 of cannabis licensed businesses in the Borough of Neptune City and to permit the operation of Class 5 retail licensed businesses without consumption areas only in the C Zones; amending Chapter 39 and 95 regarding the public consumption of Cannabis and to create a new Chapter 121 establishing a Cannabis Transfer and User tax;

**NOW THEREFORE, BE IT ORDAINED**, by the Borough Council of the Borough of Neptune City, in the County of Monmouth, State of New Jersey, as follows:

Deletions are noted by ~~strike throughs~~  
Additions are indicated in **bold underline**  
Language that remains unchanged is not highlighted in any way

## **SECTION I**

Chapter 139, “Zoning” is hereby amended by amending Article I, §Section 139-4 Definitions., by adding the following new definitions:

**CANNABIS CONSUMPTION AREA shall mean a designated location either operated by a licensed retailer for adult use or a permit holder for dispensing medical cannabis for which both a State and local endorsement has been obtained, that is either (1) an indoor structurally enclosed area of the cannabis retailer for adult use or permit holder that is separate from the area in which retail sales of cannabis items for adult use or the dispensing of medical cannabis occurs; or (2) an exterior structure on the same premises as the cannabis retailer or permit holder, either separate from or connected to the cannabis retailer or permit holder, at which cannabis items or medical either obtained from the retailer or permit holder, or brought by a person to the consumption area may be consumed**

**CANNABIS RETAILER shall mean any licensed person or entity that purchases or otherwise obtains usable cannabis from cannabis cultivators and cannabis items from cannabis manufacturers or cannabis wholesalers, and sells these to the consumers from a retail store, and may use a cannabis delivery service or a certified cannabis handler for the off-premises delivery of cannabis items and related supplies to consumers. A cannabis retailer shall also accept consumer purchases to be fulfilled from its retail store that are presented by a cannabis delivery service which will be delivered by the cannabis delivery service to that consumer. This person or entity shall hold a Class 5 Cannabis Retail license.**

Chapter 139, “Zoning”, Article III, General Regulations and Provisions, §Section 139-27 Prohibited Uses, is hereby amended to read as follows:

(A.-GG. No changes)

### **HH.**

**Class1- Licensed Cannabis Cultivator**

**Class 2- Licensed Cannabis Manufacturer**

**Class 3- Licensed Cannabis Wholesaler**

**Class 4- Licensed Cannabis Distributor**

**Class 6- Licensed Cannabis Delivery Service**

**Cannabis Consumption Areas associated with Class 5 Cannabis Retailer licenses**

Chapter 139, “Zoning”, Article IV, Zone Regulations, §Section 139-41 C Commercial Zone, is hereby amended to read as follows:

A. No premises shall be used and no structure shall be erected, altered or occupied for any purposes except the following:

(1-5 no changes)

**(6) Class 5 Licensed Retailer without a Cannabis Consumption Area<sup>1</sup>**

Chapter 139, "Zoning", Article V, General Performance Standard, is hereby amended to create new **§ 139-53 Class 5 Licensed Cannabis Retailer**. To read as follows:

**§Section 139-53 Class 5 Licensed Cannabis Retailer.**

**A. Limitation on Number of Licenses.**

**Within the geographic boundaries of the Borough of Neptune City, the maximum number of Class 5 licensed Cannabis Retailers shall be 2**

**B. Limitation on Location.**

**An existing Class 5 licensed Cannabis Retailer shall not be permitted within 600 feet of any existing Class 5 licensed Cannabis Retailer premises within the C Commercial zone. The distance shall be measured in the same manner as that required by statute for the measuring of the distance businesses between licensed retail sale of alcohol premises, schools and churches.**

**C. Hours of Sale.**

**Hours of operation for Class 5 Cannabis Retailer License businesses shall be limited to 9 A.M. to 10 P.M. in the C Commercial zone.**

**D. Prohibition of Certain Activities.**

**It is hereby established that it is unlawful for any person, who is of legal age to consume cannabis products, to smoke, vape, aerosolize, ingest or otherwise consume in any public place any cannabis products on a public street, highway, avenue, alley or road of the Borough; or upon any public or quasi-public parking lots, or any other parking facilities in the Borough; or on any public grounds, parks, sidewalks, beaches, marine basins, promenade or quasi-public areas; or any shopping center common areas; or in any automobile, or other vehicle or in any other means of transportation on the public streets, highways, alleys, avenues, grounds, sidewalks, parks, marine basins, beachfronts or promenade or quasi-public areas in the Borough. Any unlawful consumption shall be a disorderly persons offense. Any person who is found to be in violation of this Section may**

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<sup>1</sup> **Hours of operation for Class 5 Retailer License shall be limited to 9 A.M. to 10 P.M. in the C Commercial Zone**



be subject to a penalty as provided in Chapter 1, Art III Violations and Penalties §1-16 to 1-20.

## **SECTION II**

Chapter 95, "Parks and Playgrounds" is hereby amended by amending § 95-10 "No Smoking and Refuse" as follows:

A. No Smoking. It is hereby established that no person shall smoke any cigarettes, cigars, or other tobacco products or smoke, vape, or aerosolize any cannabis products in any Borough of Neptune City Park, playground or park areas as herein defined at any time. ~~except in designated "smoking areas as indicated by signs posted in such park. The penalty for a violation of this section shall be \$25.~~ The penalty for a violation of this section shall be a disorderly persons offense. Any person who is found to be in violation of this Section shall be subject to a penalty as provided in Chapter 1, Art III Violations and Penalties §1-16 to 1-20.

B. (no changes)

## **SECTION III**

Chapter 39, entitled "Alcoholic Beverages" is hereby amended to be titled, "Alcoholic Beverages and Cannabis Consumption"

Chapter 39, "Alcoholic Beverages and Cannabis Consumption", Article III Drinking in Public Places is hereby amended to be titled "Drinking or using Cannabis products in Public Places" and by creating a new § 39-27 "Smoking cannabis in public or quasi-public places prohibited"

§ 39-27 (Reserved)-Smoking cannabis in public or quasi-public places prohibited.  
It shall be unlawful for any person to smoke, vape, aerosolize or ingest cannabis on a public street, highway, avenue, alley or road of the Borough of Neptune City; or upon any public grounds, parks, sidewalks, beaches, marine basins, beachfronts, shopping center common area or public places in the Borough including within any Drug Free Zone, as established by Chapter 57 "Drug Free Zones" of the Code of the Borough of Neptune City. See also § 139-53 D. "Prohibition of Certain Activities". Any person who is found to be in violation of this Section shall be subject to a penalty as provided in Chapter 1, Art III Violations and Penalties §1-16 to 1-20.

## **SECTION IV.**

BE IT FURTHER ORDAINED THAT NEW CHAPTER 121 IS HEREBY CREATED ENTITLED "ESTABLISHMENT OF CANNABIS TRANSFER TAX AND USER TAX IN THE BOROUGH OF NEPTUNE CITY"

CHAPTER 121 Establishment of Cannabis Transfer Tax and User Tax in the Borough of Neptune City

- A. The cannabis transfer tax in Borough of Neptune City shall be fixed at a uniform percentage rate of two percent ( 2%) on all sales or transfers of cannabis products from any of the cannabis establishments that are located within the geographical boundaries of the Borough. This tax shall be imposed on:**
- 1. Receipts from the sale of cannabis by a cannabis cultivator to another cannabis cultivator;**
  - 2. Receipts from the sale of cannabis items from one cannabis establishment to another cannabis establishment;**
  - 3. Receipts from the retail sales of cannabis items by a cannabis retailer to retail consumers who are 21 years of age or older; or any combination thereof.**
- B. A one percent (1%) transfer tax shall be collected from receipts from each sale by a cannabis wholesaler located within the geographical boundaries of the Borough.**
- C. A user tax is hereby also established at the same rate of the transfer tax as contained herein and shall be imposed on the value of each transfer or use of cannabis or cannabis items not otherwise subject to the transfer tax imposed pursuant to subsection A, from the license holder's establishment that is located in the Borough to any of the other license holder's establishments, whether located in the Borough or another municipality.**

**The transfer tax or user tax imposed by this ordinance shall be in addition to any other tax imposed by law. Any transaction for which the transfer tax or user tax is imposed, or could be imposed pursuant to this section, other than those which generate receipts from the retail sales by cannabis retailers, shall be exempt from the tax imposed under the "Sales and Use Tax Act" ( N.J.S.A. 54:32B-1 et seq). The transfer tax or user tax will be assessed and collected pursuant to established State law and Administrative rules and regulations adopted regarding same.**

**SECTION V.** Each clause, section or subsection of this ordinance shall be deemed a separate provision to the intent that if any such clause, section or subsection should be declared invalid, the remainder of the ordinance shall not be affected.

**SECTION VI.** All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed as the extent of such inconsistency.

**SECTION VII.** This ordinance shall take effect immediately upon adoption and publication according to law.

Aye: Councilmembers Calhoun, Kocsis, Pappas, Pietrunti, Renee, Thomas

Absent:

Mayor Wardell declared the Ordinance introduced.

**Resolution 21-91 Approval to read budget by title**

Mayor Wardell read the following Resolution in full into the record.

*C/Renee* offered the following ordinance and moved for its introduction. Seconded by *C/Thomas*

**RESOLUTION 2021-91  
APPROVAL TO READ BUDGET BY TITLE**

**WHEREAS**, the 2021 Budget which was introduced on April 12, 2021 has been advertised according to N.J.S.A. 40A:4, and has been posted in the Municipal Building at least one week prior to the date of this hearing; and

**WHEREAS**, a copy of the same has been made available to each person requesting it during said week and during this public hearing, and

**NOW THEREFORE BE IT RESOLVED**, that having conformed with the conditions set forth in N.J.S.A. 40A:4-8, the 2021 budget can be finally adopted.

Aye: Councilmembers Calhoun, Kocsis, Pappas, Pietrunti, Renee, Thomas

Absent:

Mayor Wardell declared the resolution adopted

**Resolution 21-92 Approval of 2021 Municipal Budget**

*C/Calhoun* offered a motion to open the public hearing. Seconded by *C/Kocsis*

Voice vote: AYES: Councilmembers Calhoun, Kocsis, Pappas, Pietrunti Renee, Thomas

*C/Calhoun* offered a motion to close the public hearing. Seconded by *C/Thomas*

Voice vote: AYES: Councilmembers Calhoun, Kocsis, Pappas, Pietrunti Renee, Thomas

*C/Pietrunti* offered a motion to adopt the Resolution. Seconded by *C/Calhoun*

**RESOLUTION NUMBER 2021-92  
APPROVAL OF THE 2021 MUNICIPAL BUDGET**

**WHEREAS**, the 2021 Municipal Budget was introduced on April 12, 2021 advertised in the Coaster on April 22, 2021 and a Public Hearing was held on May 24, 2021, and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Neptune City do hereby approve the 2021 Municipal Budget.

Aye: Councilmembers Calhoun, Kocsis, Pappas, Pietrunti, Renee, Thomas

Absent:

Mayor Wardell declared the resolution adopted

**Resolution 21-93 Proclaim June 2021 as Pride Month**

Councilmember Renee read the following Resolution in full into the record.

*C/Renee* offered the following resolution and moved for its introduction. Seconded by *C/Pappas*

### **RESOLUTION 21-93**

#### **LGBTQ PRIDE MONTH JUNE 2021**

**WHEREAS**, our nation was founded on the principle of equal rights for all people, but the fulfilment of this promise has been long in coming for many Americans. Some of the most inspiring moments in our history have arisen from the various civil rights movements that have brought one group after another from the margins to the mainstream of American society; and

**WHEREAS**, in the movement toward equal rights for lesbian, gay, bisexual, transgender and queer-identifying (LGBTQ) people, a historic turning point occurred in New York City on June 28, 1969, with the onset of the Stonewall Riots. During these riots, LGBTQ citizens rose up and resisted police enforcement that arose out of discriminatory criminal laws that have since been declared unconstitutional. In the five decades since, civil rights for LGBTQ people have progressed substantially, and LGBTQ pride celebrations have taken place around the country every June to commemorate the beginning of the Stonewall Riots; and

**WHEREAS**, in communities throughout the county, some barriers that limit the potential of LGBTQ Americans have been torn down, but too many continue to encounter discrimination and unfair treatment. There are unique challenges faced by sexual and gender minorities, especially transgender and gender non-conforming individuals of all skin tones but especially people of color; and

**WHEREAS**, all people deserve to live with dignity and respect, free from fear and violence, and protected against discrimination, during Lesbian, Gay, Bisexual, Transgender and Queer Pride Month, we celebrate the proud legacy LGBTQ individuals have woven into the fabric of our Nation, our State, our Borough, we honor those who have fought to perfect our Union, and we continue our work to build a society where every child grows up knowing that their country supports them, is proud of them, and has a place for them exactly as they are; and

**NOW THEREFORE BE IT RESOLVED**, The Mayor and Council of the Borough of Neptune City, do hereby dedicate and proclaim June 2021 as LGBTQ Pride Month and celebrate the great diversity of our residents and on June 1 at 6:00 pm direct the inclusive Pride Flag to be flown at Neptune City Community Center in recognition for the month of June.

Aye: Councilmembers Calhoun, Kocsis, Pappas, Pietrunti, Renee, Thomas

Absent:

Mayor Wardell declared the resolution adopted

## **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 received and file letters, correspondence, reports and approval of applications and minutes.*

C/Calhoun offered the following resolutions and moved their adoption. Seconded by C/Kocsis

### **Resolution 21-94 Authorizing payment of bills**

#### **RESOLUTION 21-94 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 **\$59,912.15**

### **Resolution 21-95 Renewal of Intra-County Mutual Aid Agreement**

#### **RESOLUTION 21-95 EMERGENCY INTRACOUNTY MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN PARTICIPATING UNITS**

**THIS AGREEMENT** is made between the parties set forth on Schedule A (attached hereto) all of which are governmental entities within Monmouth County, New Jersey and all of its departments, authorities, boards, commissions and other functions under the auspices of the governmental entity including, but not limited to, law enforcement, public works, emergency services, emergency management, human services, hazardous materials responses units/technical or special operations teams, Community Emergency Response Team (CERT) members, Medical

Reserve Corps (MRC) members or other volunteers and other jurisdictions defined as "local governments" in the Homeland Security Act of 2002. Hereinafter the parties may be referred to as "Participating Units", "Requesting Units" or "Responding Units".

**WHEREAS**, the President in Homeland Security Directive (HSPD - 5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

**WHEREAS**, "The New Jersey Civilian Defense and Disaster Control Act" App.A9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

**WHEREAS**, the State of New Jersey adopted the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52:14E-11 et. seq., to establish a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster; and

**WHEREAS**, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et. seq, and N.J.A.C. 5:75 A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan; and

**WHEREAS**, N.J.S.A. 40A: 14-26 and 156.1 et seq has authorized interjurisdictional mutual aid; and

**WHEREAS**, an emergency responder is defined as anyone employed by, contracted to provide services to or otherwise affiliated with the Participating Units and possessing special skills, qualifications, training, knowledge and experience beneficial to the mitigation of disaster situations; An emergency responder includes, but is in no way limited to, the following: hazardous materials response officials, law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

**WHEREAS**, the Participating Units recognize the benefit of entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire,

civil unrest, hazardous material, major criminal or emergency events, natural and man-made disaster or catastrophe and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

**WHEREAS**, on November 14<sup>th</sup>, 2013, the County of Monmouth became a participant in the Statewide Inter-County Mutual Aid and Assistance Agreement.

**WITNESSETH:**

In consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

1. **Mutual Aid and Assistance.** Upon the request as provided herein, the Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include the following:
  - a. Rendering of aid and assistance, including pre-established immediate response or other support, i.e. providing sheltering of the Requesting Units population, by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not to be limited to fire, civil unrest, hazardous material, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.
  - b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
  - c. Participating in training exercises with other participating units, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, hazardous material, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.
2. **Requests for Mutual Aid and Assistance.**
  - a. Each Participating Unit within the applicable Annexes or Emergency Support Functions of their Emergency Operations Plan shall address mutual assistance to the levels they deem acceptable when measured against potential risks and shall be based on available resources at the time a request is made. Said information shall be updated with the quadrennial submission of said Emergency Operations Plan or on a more frequent basis as needed to the Monmouth County Office of Emergency Management.
    - i. All Local Fire Mutual Aid Plans shall be in compliance with the New Jersey Fire Service Emergency Deployment Rules N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2
    - ii. The County Emergency Management Coordinator, County Fire Coordinator, the County EMS Coordinator, the County Director of Public Works and Engineering or the County Prosecutor, where appropriate, will

- b. Requests for mutual aid should be made by the on-scene incident commander or through the jurisdiction's emergency operations center to the Monmouth County Communications Center who will notify the Responding Unit's dispatch center.
  - i. The request to the Responding Unit shall include the following:
    1. The type and extent of services requested,
    2. The staging location,
    3. A designated communications frequency for mutual-aid units to contact the Requesting Unit for further instructions.
  - ii. The on-scene incident commander or the emergency operations center of the Requesting Unit shall formally release the Responding Unit from the incident scene once it has been determined that the Responding Unit's services are no longer needed for the incident period.

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used in response to the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, the Requesting Unit shall replace or reimburse the Responding Unit the actual cost for the expenditure involved or pursuant to an annual cost recovery resolution adopted by the governing body of the Responding Unit, but in no case more than 110% of actual cost.

- i. In order for the Requesting Unit to repair or replace the consumed goods, the Responding Unit must submit an invoice within thirty (30) days of the event for the cost of the goods to the Requesting Unit.
- c. If equipment (e.g. aerial lift, ambulance, backhoe, excavator, generator, hazardous materials trailer, truck-mounted snow plow with truck) is used in response to the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure, the Requesting Unit shall reimburse the Responding Unit the rate dictated in the FEMA Schedule of Equipment Rates or previously agreed upon actual rate. If the equipment is not included the FEMA Schedule, the Requesting and Responding units agree to determine a reasonable hourly or daily rate.
  - i. In order for the Requesting Unit to recover the cost to use the equipment, the Responding Unit must submit an invoice within thirty (30) days of the event with the length of time the equipment was used times the established rate to the Requesting Unit.
- d. If personnel (e.g. hazardous materials technician, law enforcement officer, firefighter, paramedic, or any other employee who may fall under the jurisdictions' authority) are used in response to the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure, the Requesting Unit shall reimburse the Responding Unit at the median hourly rate published by the State of New Jersey's Department of Labor and Workforce Development's Occupational Employment Statistics tool or previously agreed actual rate<sup>2</sup> or at the hourly rate that is established by the Responding Unit's Collective Bargaining Agreement(s), applicable salary ordinance or affective pay scales and shall, when applicable, shall include all Fringe Benefits as stated in the listed document. In the event that the Responding Unit utilizes personnel that are not normally assigned to work at the time their assistance is requested (e.g. calling in off-duty personnel), the Requesting Unit shall be responsible for the additional overtime rate.
  - i. In order for the Requesting Unit to recover the cost of personnel, the Responding Unit must submit an invoice within thirty (30) days of the event with the number of hours work was performed multiplied by the median hourly rate for each personnel type to the Requesting Unit.
- e. In the event of a hazardous materials incident, the Responding Unit may directly invoice the party responsible (e.g. a chemical plant) instead of the Requesting Unit for the cost of consumable goods, equipment, and/or personnel following the

aforementioned rate structure. Said invoice must be submitted to the Responsible Party, and copied to the Requesting Unit, within thirty (30) days of the event. If, after ninety (90) days, the invoice remains unpaid, the Requesting Unit shall, at the request of the Responding Unit, issue a local summons pursuant to the local Spill Reimbursement Ordinance adopted as part of this agreement.

- f. This Agreement applies when there is no other mutual aid agreement between the participating parties or otherwise supersedes existing mutual aid agreements when:  
1) there has been an Emergency Proclamation issued for the County by the Governor, the County or City the Government authorities; 2) by the activation of the State or County Emergency Operations Center to coordinate the emergency response; or, 3) when an NIMS Incident Commander has been established for the emergency.
  - g. Participating Units, when possible, will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.11e).
  - h. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App.9-33 et seq. and specifically Emergency Medical Services N.J.S.A.26:2K-60.
5. **Limitation of Providing Mutual Aid and Assistance.** Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection.
6. **Communication and Coordination.** The Emergency Management Coordinator of Monmouth shall be responsible for maintaining an update list of all contact information for all signatories.
7. **Death or Disability.** If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's 'designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A.40A: 14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.
8. **Members Authority.** The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of an emergency in accordance with N.J.S.A. 40A: 14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
9. **Liability Insurance.** Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, the Requesting Unit agrees to hold harmless and defend a Participating Unit in the event of any lawsuit arising out of such assistance. On an annual basis, all Participating Units are to provide the

County Emergency Management Coordinator with a Certificate of Insurance supporting the existence of the required insurance, referencing this agreement.

10. **Indemnity.** To the fullest extent permitted by law, a Responding Participating Unit shall indemnify and hold harmless the other Participating Units, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, reasonable attorney's fees and other legal, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or part by the negligent act, error, omission, failure to act, or willful misconduct of the Responding Unit, its agents, servants, officers, officials, employees.

The Unit shall submit a report to all other Participating Units within forty-eight (48) hours of learning of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

11. **Term; Withdrawal.** This Agreement shall commence upon signing by each of the Participating Units and shall continue in full force and effect indefinitely so long as there are at least two (2) Signatories. Any Participating Unit may withdrawal from this Agreement by providing all other Participating Units and the Monmouth County Office of Emergency Management with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.
12. **Legal Authority.** This Agreement for mutual aid and assistance is expressly made in accordance with N.J.S.A. 40A: 14-26 and 156.1 et seq.
13. **Entire Agreement.** This agreement constitutes the entire understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.
14. **Execution of Agreement.** Upon execution of this agreement, all signatories become mutual aid partners amongst all other executed entities.
15. **Preclusion of Double Benefit.** Should any entity covered under this agreement receive benefits that would otherwise cover the costs of services, the requesting entity may not be responsible to cover costs associated with the request.

#### **Resolution 21-96 Preliminary costs for Adams Field**

##### **RESOLUTION 21-96 PRELIMINARY COSTS FOR ADAMS FIELD**

**WHEREAS**, N.J.A.C. 5:30-2.3 permits municipalities to fund preliminary surveys, architects' fees, engineering costs, etc. from the Capital Improvement Fund provided that the ultimate project could be funded by a bond ordinance; and

**WHEREAS**, the Improvements to Adams Field, is a bondable capital improvement with a useful life that exceeds the minimum of five years.

**NOW, THEREFORE, BE IT RESOLVED**, that in accordance with the provisions of N.J.A.C. 5:30-2.3 that:

Section 1. The Borough hereby establishes in the General Capital Fund an account designated "Reserve for Preliminary Expenses – Preliminary Assessment Report for Adams Field" in the amount of \$6,100.

Section 2. That all related services and costs could result in a project that would be bondable pursuant to N.J.S.A 40A:2-1 et. seq., having a useful life of no less than five years.

Section 3. Upon completion of the project, and unused funds in said reserve shall be returned to the Capital Improvement Fund.

#### **Resolution 21-97 Authorize Grant Application from DCA**

##### **RESOLUTION 2021-97 Authorize Grant Application from DCA**

**WHEREAS**, The Borough of Neptune City desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately **\$500,000.00** to carry out a project to construct a skate park at Adams Field Park within the Borough, and

##### **BE IT THEREFORE RESOLVED,**

1. that the Borough of Neptune City does hereby authorize the application for such a grant, and
2. Recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement, and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of Neptune and the New Jersey Department of Community Affairs, and

**BE IT FURTHER RESOLVED**, that the person whose names, titles and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

#### **Resolution 21-98 Authorize Grant Application from DEP Urban Park Initiative**

##### **RESOLUTION 21-98 STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION URBAN PARKS INITIATIVE ENABLING RESOLUTION**

**WHEREAS**, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), is providing grants through the Urban Parks initiative; and

**WHEREAS**, the Borough of Neptune City desires to further the public interest by obtaining grant funding in the amount of \$500,000.00 from the State to fund the following project: Acquisition of Block 104, Lot 1 to expand Holmes A, Adams Recreation Complex also known as "Adams Field". within the Borough of Neptune City at a cost of \$602,500.00.

**NOW, THEREFORE**, the governing body resolves that Kevin A. Kane ~~or~~ the successor to the office of the Borough Administrator *is* hereby authorized to:

- (a) make application for such a grant,
- (b) provide additional application information and furnish such documents as may be required, and
- (c) act as the authorized correspondent of the above-named applicant; and

**WHEREAS**, the State shall determine if the application is complete and in conformance with the scope and intent of the Urban Parks initiative, and notify the applicant of the amount of the funding award; and

**WHEREAS**, the applicant is willing to use the State's funds in accordance with applicable policies and laws, and is willing to enter into an agreement with the State for the above-named project;

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY** the Mayor and Council of the Borough of Neptune City

1. That the *Borough Administrator* of the above-named body is hereby authorized to execute an agreement and any amendment thereto with the State known as Holmes A. Adams Recreation Complex Expansion;
2. That, in the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
3. That the applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
4. That this resolution shall take effect immediately.

## **Resolution 21-99 Authorize preparation of amendments to redevelopment plan**

### **RESOLUTION # 2021- 99**

#### **Authorize preparation of amendments to redevelopment plan**

**AUTHORIZING THE PREPARATION OF AMENDMENTS TO A PREVIOUSLY ADOPTED REDEVELOPMENT PLAN FOR BLOCK 1, LOT 1 KNOWN AS "142 STEINER AVE REDEVELOPMENT PLAN" TO CONSIDER PROJECT MODIFICATIONS AS PROPOSED BY THE REDEVELOPER**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”), authorizes municipalities to determine whether certain properties located therein constitute areas in need of redevelopment; and

**WHEREAS**, on February 8, 2016 by Resolution #2016-22, the Mayor and Council adopted the findings of the Neptune City Land Use Board resolution dated December 8, 2015 and declared Block 1, Lot 1 to be a Non-condemnation area in need of Redevelopment consistent with N.J.S.A. 40A: 12A-6(b)(5); and

**WHEREAS**, the Borough Planner at the time was authorized to prepare a Redevelopment Plan as contemplated by the Local Redevelopment and Housing Law; and

**WHEREAS**, Beacon Planning and Consulting Services prepared the Redevelopment Plan dated June 2016 and revised September 2016; and

**WHEREAS**, the Redeveloper would like to make amendments to the project; and

**WHEREAS**, Beacon Planning and Consulting Services has prepared a May 20, 2021 Proposal to prepared amendments to the 142 Steiner Ave Redevelopment Plan in an amount not to exceed \$3,200 (on a time and expense basis) through and including first round of revisions and a not to exceed amount of \$2,000 (on a time and expense basis) to meet with Borough representatives and present the same to Council for Ordinance first and second reading, for a Total Not to Exceed Amount of \$5,200; and

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

1. The Borough Council hereby accepts the May 20, 2021 Proposal of Beacon Planning and Consulting Services to prepare an amendment to the Redevelopment Plan, said Proposal is annexed hereto and made a part hereof.
2. The Borough Council hereby authorizes and directs Beacon Planning and Consulting Services LLC to prepare any modifications necessary to their Redevelopment Plan dated June 2016 and revised September, 2016, based upon project amendments proposed by the redeveloper.
3. The Borough Clerk is hereby directed to transmit a copy of this Resolution to the Commissioner of the New Jersey Department of Community Affairs for review pursuant to N.J.S.A. 40A:12A-6(b)(5)(c).
4. Pursuant to N.J.S.A. 40A:12A-6(b)(5)(d), notice shall be served within ten (10) days of the adoption of this Resolution upon all record owners of property located within the Study Area, those whose names are listed on the tax assessor’s records and upon each person who filed a written objection to the proposed non-condemnation area in need of redevelopment and who indicated in such written objection an address to which notice of the determination may be sent.

5. Pursuant to N.J.S.A. 40A:12A-7(f), the Land Use Board is hereby authorized and directed to prepare an amendment or revision to the redevelopment plan for the Study Area and to transmit the amended redevelopment plan to the Borough Council for review and adoption.

6. A certified copy of this Resolution shall be forwarded to the Borough Clerk, Chief Financial Officer and Borough Land Use Board.

**Resolution 21-100 Borough of Neptune City Civil Rights policy**

## **RESOLUTION 21-100 Borough of Neptune City Civil Rights Policy**

**A RESOLUTION TO AFFIRM THE BOROUGH OF NEPTUNE CITY'S CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTERS, INDEPENDENT CONTRACTORS, AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS**

**WHEREAS**, it is the policy of the Borough of Neptune City to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act, and

**WHEREAS**, the governing body of the Borough of Neptune City has determined that certain procedures need to be established to accomplish this policy

**NOW, THEREFORE BE IT ADOPTED** by the Mayor and Council of the Borough of Neptune City that:

**Section 1:** No official, employee, appointee or volunteer of the Borough by whatever title known, or any entity that is in any way a part of the Borough shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Borough's business or using the facilities or property of the Borough.

**Section 2:** The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Borough to provide services that otherwise could be performed by the Borough.

**Section 3:** Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

**Section 4:** The Borough Administrator shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

**Section 5:** No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

**Section 6:** The Borough Administrator shall establish written procedures that require all officials, employees, appointees and volunteers of the Borough as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

**Section 7:** The Borough Administrator shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

**Section 8:** At least annually, the Borough Administrator shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the Borough. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the Borough's web site.

**Section 9:** This resolution shall take effect immediately.

**Section 10:** A copy of this resolution shall be published in the official newspaper of the Borough in order for the public to be made aware of this policy and the Borough's commitment to the implementation and enforcement of this policy.

Aye: Councilmembers Calhoun, Kocsis, Pappas, Pietrunti, Renee, Thomas

Absent:

Mayor Wardell declared the resolutions adopted

#### **PUBLIC PARTICIPATION:**

Ted Wardell 9 Tucker Dr. commented on how wonderful Bob Reynolds, Sr. is as a great volunteer and great person.

C/Thomas, shared a memory from when he moved into town about Bob Reynolds, sr.



C/Kocsis, commented on how Bob Reynolds, Sr still shovels all the fire hydrants in town during snow storms.

Mayor Wardell commented on what a true gem Bob Reynolds, Sr. is to our town and how lucky we are to have him and the Fire Department is a small fraction of what he does for our community and is honored to be able to present this percolation to him

Motion to adjourn at 8:11 offered by *C/Pappas*. Seconded by *C/Thomas*.

Voice Vote: Councilmembers Calhoun, Pappas, Renee, Thomas

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Tamara Brown, Municipal Clerk