Borough of Neptune City
Regular Meeting of the Mayor and Council
Agenda
May 24, 2021

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

MINUTES
April 26, 2021 Regular Meeting
May 10, 2021 Regular Meeting

COMMUNICATIONS

PRESENTATIONS
Honoring Robert Reynolds, Sr. for 50 years of Service to the NCFD

BOARD OF EDUCATION REPORT

ADMINISTRATORS REPORT

MAYORS 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

ITEMS FOR DISCUSSION

NEW BUSINESS
Introduction or Ordinance 21-04 Cannabis
Resolution 21-91 Approval to read Budget by Title
Resolution 21-92 Public Hearing and Approval of 2021 Budget
Resolution 21-93 Proclaim June 2021 Pride month

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 21-94 Payment of Bills
Resolution 21-95 Renewal of Intra-county Mutual Aid agreement
Resolution 21-96 Preliminary costs for Adams Field
Resolution 21-97 Authorize Grant Application from Department of Community Affairs

Resolution 21-98 Authorize grant application from DEP Urban park Initiative
Resolution 21-99 Authorize preparation of amendments to redevelopment plan

PUBLIC PARTICIPATION
AJOURN

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 BYAMENDING 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 HC, C, and I 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[1]

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

[1] Hours of operation for Class 5 Retailer License shall be limited to 9 A.M. to 10 P.M. in the C Commercial Zone

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.

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.

Councilperson	Motion	2nd 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 May 24, 2021.

WITNESS, my hand and the seal of the Borough of Neptune City this 24th day of May, 2021.

TAMARA BROWN, MUNICIPAL CLERK

NOTICE

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 BYAMENDING 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"

NOTICE is hereby given that the foregoing Bond Ordinance was introduced and passed at a regular meeting of the Mayor and Council of the Borough of Neptune City held Monday May 24, 2021 at 7:00 p.m. and will be considered for passage and final adoption at the regular meeting of the Mayor and Council to be held at the Borough Hall, 106 West Sylvania Avenue, Neptune City, New Jersey, on Monday, June 28, 2021 at 6:00 p.m.

Tamara Brown, Municipal Clerk

RESOLUTION 2021-91
APPROVAL TO READ BUDGET BY TITLE

WHEREAS, the 2018 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.

Councilperson	Motion	2nd 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 May 10th, 2021.

WITNESS, my hand and the seal of the Borough of Neptune City this 10th day of May, 2021.

TAMARA BROWN, MUNICIPAL CLERK

RESOLUTION NUMBER 2021-92
APROVAL OF THE 2021 MUNICIPAL BUDGET

WHEREAS, the 2020 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.

Councilperson	Motion	2nd 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 May 24th, 2021.

WITNESS, my hand and the seal of the Borough of Neptune City this 24th day of May, 2021.

TAMARA BROWN, MUNICIPAL CLERK

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 corning for many Americans. Some of the most inspiring moments in our hist01y 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.

Councilperson	Motion	2nd 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 May 24, 2021.

WITNESS, my hand and the seal of the Borough of Neptune City this 24th day of May, 2021.

TAMARA BROWN, MUNICIPAL CLERK

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***

Councilperson	Motion	2nd 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 May 24, 2021.

WITNESS, my hand and the seal of the Borough of Neptune City this 24th day of May, 2021.

TAMARA BROWN, MUNICIPAL CLERK

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 14th, 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 implement mutual aid provisions in accordance with the County EOP or

other response plans for agencies/jurisdiction failing to cover this in their EOP's or submitting plans as required in section 2a.

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.

3. **Tactical Command and Authority at Emergency Scene**. The Incident Commander of the Requesting Unit shall have overall command authority of all Participating Units at the scene of the emergency. Participating Units shall operate in compliance of the State Incident Management System N.J.A.C. 5:73-1.6(b).

   a. If a Responding Unit responds to the scene of an emergency located within a jurisdiction that does not possess the capabilities of the Responding Unit, then the Responding Unit's officer in charge must coordinate with the Incident Commander of the Requesting Unit to expand incident management structure through established policies and procedures.

4. **Reimbursement of Expenses**. Any reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual costs incurred.

   a. In the event of a federally declared disaster:

      i. To be eligible for reimbursement by FEMA, the mutual aid assistance should have been requested by a Requesting Entity in accordance with paragraph 2; be directly related to a presidentially declared emergency or major disaster, or declared fire; used in the performance of eligible work; and the costs must be reasonable. This written agreement between Requesting Entities and Providing Entities stipulates the Providing Entity may be reimbursed through the Requesting Entity. Requesting Entities should document and claim eligible costs of the Providing Entity, pursuant to the terms and conditions of the mutual aid agreement and requirements of FEMA Policy 9523.6, on its sub grant application and agree to disburse the federal share of funds to the Providing Entity.

   b. If consumable goods (e.g. disposable personal protection equipment, fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment) 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 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[1] 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

[1] http://lwd.dol.state.nj.us/labor/lpa/LMI_index.html

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.4OA: l4-26. 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.

Councilperson	Motion	2nd 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 May 24, 2021.

WITNESS, my hand and the seal of the Borough of Neptune City this 24th day of May, 2021.

TAMARA BROWN, MUNICIPAL CLERK

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.

Councilperson	Motion	2nd 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 May 24, 2021.

WITNESS, my hand and the seal of the Borough of Neptune City this 24th day of May, 2021.

TAMARA BROWN, MUNICIPAL CLERK

RESOLUTION 2021-97

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 gran, 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:

_____
Signature

Andrew C. Wardell .
Print Name

Mayor .
Title

_____
Signature

Kevin A. Kane .
Print Name

Borough Administrator .
Title

Councilperson	Motion	2nd 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 May 24, 2021.

WITNESS, my hand and the seal of the Borough of Neptune City this 24th day of May, 2021.

_____
TAMARA BROWN, MUNICIPAL CLERK

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: Construct a skate park at Adams Field Park 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 Skate Park at Adams Field:
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.

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 May 24, 2021.

WITNESS, my hand and the seal of the Borough of Neptune City this 24th day of May, 2021.

_____
TAMARA BROWN, MUNICIPAL CLERK

BOROUGH OF NEPTUNE CITY

RESOLUTION # 2021- 99

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.

Councilperson	Motion	2nd 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 May 24, 2021.

WITNESS, my hand and the seal of the Borough of Neptune City this 24th day of May, 2021.

TAMARA BROWN, MUNICIPAL CLERK