



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • MAY 18, 2023

Regular Meeting

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

I. Call to Order

II. Statement of Compliance with Open Public Meetings Act:

This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2022 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.

III. Flag Salute, Statement to the Public

Often times it may appear that the Mayor & Council take action with very little comment and in many cases by unanimous vote. Many items are of routine business that are placed on a Consent Agenda as they do not require additional discussion. Items not of a routine nature are first listed for discussion at a Workshop meeting prior to being listed for action at a Regular Meeting. Where appropriate, items are referred to a Council Committee for further study and investigation before being returned with a recommendation for the full Council to consider. The members of the Borough Council work via committees along with the Mayor, Borough Clerk and Administration to assure that the members fully understand the matter. There are occasions where matters are presented to the Mayor & Council for discussion and action at the same meeting when of a timely nature.

IV. Roll Call

V. PUBLIC COMMENT - Action Items Only

At this time, comments are invited on agenda items only. Upon being recognized by the Mayor, anyone wishing to address the Governing Body, please state your name and address. No member of the public may address or question individual Governing Body members or administration. Although public participation is welcomed and encouraged, the governing body may, through the Mayor or presiding officer, terminate remarks to and/or by any individual not keeping with the conduct of a proper and efficient meeting. The Borough bears no responsibility for comments made by members of the public. In order to permit the fair and orderly expression of public comment, questions from the public will be responded to, if feasible, after the public comment portion of the meeting is closed.

VI. Administrators Report

1. Forerunner Program through Monmouth County Shared Services

VII. Clerk's Report

1. Annual Financial Disclosures

VIII. Consent Agenda

All items listed under Consent Agenda, are considered routine by the Borough Council and will be enacted by one motion in the form listed below. There will not be separate discussion of these items.. If discussion is desired, that item will be removed from the Consent Agenda by request of the Council member and considered separately. There will be one motion for all items listed.

- | | | |
|-----------|----|---|
| #2023-126 | 1. | Resolution authorizing payment of BILL LIST 05-18-23 |
| #2023-127 | 2. | Resolution Setting Compensation for Action Camp 2023 Employees |
| #2023-128 | 3. | Resolution authorizing refund of overpayment - Block 107, Lot 1.01 |
| #2023-129 | 4. | Resolution Authorizing 3rd Quarter Estimated Tax Bills |
| #2023-130 | 5. | Resolution authorizing an extension of the 3rd Qtr Grace Period |
| #2023-131 | 6. | Resolution authorizing participation in the County CDBG Program 2023-2026 |
| #2023-132 | 7. | Resolution authorizing a fireworks display at 2023 Summer's End |

#2023-133 8. Resolution accepting donation from the Oceanport Lions Club

#2023-134 9. Resolution appointments to Boards & Committees, Recreation

10. Receipt & Acceptance of Minutes, Historical Committee, 03/09/2023

11. Approval of Fire Department Membership - McSorley, Colin T

12. Approval of Fire Department Membership - Pollard, Thomas

IX. PUBLIC HEARING - Liquor License Place to Place and Person to Person Transfers

Notice of this public hearing was published two (2) times in the Two River Times on May 1 and May 8, 2023 in accordance with law.

1. OPEN PUBLIC HEARING

2. CLOSE PUBLIC HEARING

#2023-135 Resolution approving transfers of Liquor License - Fort Monmouth Business Center LLC

X. MUNICIPAL BUDGET

#2023-124 Resolution authorizing waiver of the 2023 Budget Reading in Full

#1072 Ordinance Establishing a COLA/CAP Bank for CY2023

3. OPEN PUBLIC HEARING: Notice of this Public Hearing was published in the Two River Times on May 4, 2023 and posted in accordance with law

4. CLOSE PUBLIC HEARING

#2023-125 Resolution Adopting the 2023 Municipal Budget

XI. First Reading Ordinances

XII. Second Reading & Public Hearing Ordinances

#1073 2nd Reading and PUBLIC HEARING of BOND Ordinance for Various 2023 Capital Improvements

#1074 2nd Reading and PUBLIC HEARING of An Ordinance Adopting the UCC Mechanical Code

XIII. Council Standing Committee Reports

1. Councilman Deerin, Parks & Recreation

2. Councilman Gallo, Public Works & Engineering

3. Councilman Keeshen, Public Safety

4. Councilman O'Brien, Finance & Administration

5. Councilman Salnick, Health & Human Services

6. Councilman Tvrdik, Planning & Development

XIV. Mayor Coffey's Report

XV. Public Comments

The meeting has been opened for comments from the public. Upon being recognized by the Mayor or presiding officer, anyone wishing to address the Mayor & Council, please state your name and address. Any member of the public wishing to speak a second time or more will only be recognized after all members of the public wishing to be heard for a first time have been recognized. No member of the public may address or question individual Council members or administration. Although public participation is welcomed and encouraged, the governing body may, through the Mayor or presiding officer, terminate remarks to and/or by any individual not keeping with the conduct of a proper and efficient meeting. The Borough bears no responsibility for comments made by members of the public. In order to permit the fair and orderly expression of public comment, questions from the public will be responded to, if feasible, after the public comment portion of the meeting is closed.

XVI. Adjournment



Mayor & Council
910 Oceanport Way
Oceanport, NJ 07757

SCHEDULED

DISCUSSION ITEM (ID # 2811)

Meeting: 05/18/23 07:00 PM
Department: Mayor & Council
Category: Agreement
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 2811

6.1

Forerunner Program through Monmouth County Shared Services

ADVISORY PURPOSES ONLY		No Grant Assistance*		FEMA FMA Assistance**			
		Yearly Cost	3-Year Cost	FEMA 3-Year FMA Grant	Minimum County 3- Year Contribution	Maximum Municipal 3-Year Match	Maximum Municipal Annual Cost
Aberdeen	1	\$ 5,625.00	\$ 16,875.00	\$ 11,250	\$ 2,813	\$ 2,813	\$ 937.50
Avon-by-the-Sea	1	\$ 5,625.00	\$ 16,875.00	\$ 11,250	\$ 2,813	\$ 2,813	\$ 937.50
Belmar	2	\$ 9,375.00	\$ 28,125.00	\$ 18,750	\$ 4,688	\$ 4,688	\$ 1,562.50
Bradley Beach	1	\$ 5,625.00	\$ 16,875.00	\$ 11,250	\$ 2,813	\$ 2,813	\$ 937.50
Hazlet	1	\$ 5,625.00	\$ 16,875.00	\$ 11,250	\$ 2,813	\$ 2,813	\$ 937.50
Keansburg	3	\$ 11,250.00	\$ 33,750.00	\$ 22,500	\$ 5,625	\$ 5,625	\$ 1,875.00
Long Branch	3	\$ 11,250.00	\$ 33,750.00	\$ 22,500	\$ 5,625	\$ 5,625	\$ 1,875.00
Manasquan	3	\$ 11,250.00	\$ 33,750.00	\$ 22,500	\$ 5,625	\$ 5,625	\$ 1,875.00
Middletown	3	\$ 11,250.00	\$ 33,750.00	\$ 22,500	\$ 5,625	\$ 5,625	\$ 1,875.00
Monmouth Beach	3	\$ 11,250.00	\$ 33,750.00	\$ 22,500	\$ 5,625	\$ 5,625	\$ 1,875.00
Neptune	1	\$ 5,625.00	\$ 16,875.00	\$ 11,250	\$ 2,813	\$ 2,813	\$ 937.50
Ocean	1	\$ 5,625.00	\$ 16,875.00	\$ 11,250	\$ 2,813	\$ 2,813	\$ 937.50
Oceanport	2	\$ 9,375.00	\$ 28,125.00	\$ 18,750	\$ 4,688	\$ 4,688	\$ 1,562.50
Rumson	2	\$ 9,375.00	\$ 28,125.00	\$ 18,750	\$ 4,688	\$ 4,688	\$ 1,562.50
Sea Bright	3	\$ 11,250.00	\$ 33,750.00	\$ 22,500	\$ 5,625	\$ 5,625	\$ 1,875.00
Spring Lake	2	\$ 9,375.00	\$ 28,125.00	\$ 18,750	\$ 4,688	\$ 4,688	\$ 1,562.50
Union Beach	3	\$ 11,250.00	\$ 33,750.00	\$ 22,500	\$ 5,625	\$ 5,625	\$ 1,875.00
Total		\$ 150,000.00	\$ 450,000.00	\$ 300,000	\$ 75,000	\$ 75,000	\$ 25,000.00
Higher Usage							
Average Usage							
Lower Usage							

* Municipal costs are based the number of NFIP policies in a community, participation in the County's shared service agreement, and the amount of FMA assistance received.

** The cost per town participating in the Monmouth County Shared Service may be reduced based on the number of towns participating in the program.

NOTE: Forerunner costs are based on municipal participation in the countywide program. Municipal costs outside of the county's program may vary significantly.

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF BILL LIST
FOR MAY 18, 2023**

**Resolution #2023-126
05/18/23**

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of May 18, 2023.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$2,584,229.34.

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify that funds are available for the purpose stated herein.



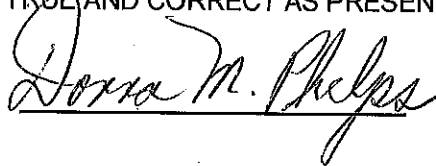
Catherine D. LaPorta, CFO

BOROUGH OF OCEANPORT BILL LIST

18-May-23

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$147,501.83 10TH PAY
DCRP	\$366.52
GRANT FUND	\$0.00
CAPITAL	\$0.00
DOG REGISTRY TOTAL	\$0.00
OPEN SPACE TRUST TOTAL	\$3,091.81
SUI	\$0.00
UCC TRUST	\$235.77
TRUST OTHER TOTAL	\$0.00
ESCROW TRUST TOTAL	\$7,993.63
NON BUDGETARY	\$2,187,551.41
2022 VOUCHERS PAID THIS MEETING	\$7,011.07
2023 VOUCHERS PAID THIS MEETING	\$230,477.30
TOTAL	\$2,584,229.34

I CERTIFY THAT THE ABOVE ITEMS ARE TRUE AND CORRECT AS PRESENTED



List of Bills - (All Funds)

8.1.b

Vendor	Description	Payment	Check Total
Current Fund			
1532 - A & K EQUIPMENT, INC	PO 13648 QUOTE FOR ENGINE AND PUMP FOR BRINE TANK	1,695.84	1,695.84
1767 - ADT SECURITY CORPORATION	PO 13733 910 OCEANPORT WAY - PROBLEM WITH SYSTEM	547.50	547.50
1658 - AMAZON CAPITAL SERVICES, INC	PO 13380 SUPPLIES FOR DPW	192.93	
	PO 13573 FINANCE - SUPPLIES	78.84	
	PO 13577 SUPPLIES FOR BORO HALL	98.97	370.74
1972 - AUTOMATED BUILDING CONTROLS	PO 13609 TROUBLESHOOT FOR POWER SURGE- BURNING SM	303.75	303.75
1029 - BEATRIZ C CRANEY	PO 13662 INTERPRETING - APR 2023	100.00	100.00
1033 - BOB'S UNIFORM SHOP, INC	PO 13685 Uniforms for Records Clerk	285.00	
	PO 13785 Uniform equip Fagliarone	20.00	305.00
1516 - CANON FINANCIAL SERVICES, INC	PO 13709 PD COPIER SERVICE - APR 2023	57.00	57.00
1044 - CAROL SMITH	PO 13734 MCAA LUNCHEON/TRAINING - 04/28/23	15.00	15.00
1047 - CENTRAL JERSEY HEALTH INSURANC	PO 13801 HEALTH / DENTAL INSURANCE - MAY 2023	68,542.08	68,542.08
1084 - DYNAMIC TESTING SERVICE LLC	PO 13590 TESTING - 04/05/23	180.00	180.00
1099 - EUROFINS ENVIRONMENT TESTING PHILAD	PO 13720 WATER TESTING - APR 2023	394.00	394.00
1109 - FMERA	PO 13791 BLDG 900 - 04/01-30/23 - DPW	458.06	
	PO 13792 BLDG 977 - APR 2023 - POLICE SEWER	30.00	
	PO 13793 BLDG 977 - 04/03-05/01/23 - POLICE	2,085.62	
	PO 13794 BLDG 901 - APR 2023 - BORO HALL SEWER	30.00	
	PO 13795 BLDG 901 - 04/03-05/01/23 - BORO HALL	918.81	
	PO 13796 RT 537 - 04/01-30/23	273.26	3,795.75
1114 - G&M TROPHY COMPANY	PO 13642 FIELD DEDICATION	125.00	125.00
1124 - GEORGE WALL	PO 13600 Repairs & Service to Unit 7	98.07	
	PO 13688 Service Unit 9	98.07	196.14
1126 - GLENCO SUPPLY INC	PO 13453 BLANKET- BOROUGH SIGNS	999.00	999.00
1506 - GRANICUS, LLC	PO 13737 AGENDA & MINUTE SOFTWARE - MAY 2023	415.00	415.00
1203 - HACKENSACK MERIDIAN WORKS	PO 13597 Physical for Peacock	498.00	498.00
1143 - I.D.M. MEDICAL SUPPLY INC	PO 13722 FAS OXYGEN	309.26	309.26
1428 - JERSEY AUTO SPA CAR WASH	PO 13789 CAR WASH - 2ND QTR 2023	500.00	500.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 13776 MAIN & INTERSECTION - APR 2023	66.64	
	PO 13787 200-000-857-007 - 03/21-04/18/23	5,255.37	5,322.01
2056 - JOHN F COFFEY	PO 13773 FIELD BANNER	316.67	316.67
1480 - JOHN GUIRE SUPPLY	PO 13580 DRAWDOWN FROM BLANKET PO 13075- SUPPLIES	254.15	254.15
1529 - JOHN GUIRE SUPPLY LLC	PO 13607 DRAWDOWN FROM BLANKET PO 13581 FORREPAIR	155.47	155.47
1672 - Kyle + McManus Associates LLC	PO 13790 AFFORDABLE HOUSING	808.50	808.50
1185 - LAWES COAL CO INC	PO 13593 BLADES, FILTERS	650.98	650.98
1814 - LEAF	PO 13779 OEM COPIER - MAY 2023	82.32	82.32
1188 - LEE'S GARAGE, INC.	PO 13441 BLANKET- REPAINT THE OLD OP POLICE CAR	850.00	850.00
1662 - MICHAEL NATALE	PO 13802 REIMBURSE FOR TOLLS TO SANITATION EQUIPM	8.20	8.20
1218 - MONMOUTH COUNTY POLICE ACADEMY	PO 13595 Firearms Appl & Registration System Trai	125.00	125.00
1222 - MONMOUTH COUNTY TREASURER	PO 13711 COUNTY TAXES DUE - MAY 2023	822,017.88	
	PO 13712 COUNTY HEALTH TAXES - MAY 2023	16,937.09	
	PO 13713 COUNTY LIBRARY TAXES - MAY 2023	61,779.45	
	PO 13714 COUNTY OPEN SPACE TAXES - MAY 2023	106,508.52	1,007,242.94
1245 - NJ AMERICAN WATER CO	PO 13735 HYDRANT SERVICE - 03/24-04/25/23	8,481.60	8,481.60
2053 - NJ EMERGENCY TRAINING AND SOLUTIONS	PO 13485 FIRST AID TRAINING	300.00	300.00
1251 - NJ NATURAL GAS CO	PO 13723 910 OCEANPORT WAY - 03/17-04/19/23	675.26	
	PO 13724 920 OCEANPORT WAY - 03/17-04/19/23	107.89	
	PO 13725 21 MAIN STREET - 03/16-04/18/23	355.58	
	PO 13726 FAS UTILITIES - 03/16-04/18/23	346.41	
	PO 13727 433 MYRTLE AVE - 03/16-04/18/23	241.32	
	PO 13728 315 E. MAIN - 03/16-04/18/23	207.46	
	PO 13729 930 OCEANPORT WAY - 03/17-04/19/23	743.72	
	PO 13730 LIBRARY - 03/15-04/17/23	148.46	2,826.10
1261 - OCEANPORT BOARD OF EDUCATION	PO 13744 MAY 2023 TAX REMITTANCE	876,266.00	876,266.00
1954 - ON LOCATION EMERGENCY SER. TRAINING CTR	PO 13700 EMT REFRESHER	600.00	600.00
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 13814 AFFORDABLE HOUSING - FEB 2023	646.00	646.00
1962 - PEIRCE EAGLE EQUIPMENT	PO 12784 LEAF VAC - TWO WEEK RENTAL OF BONNELL LE	6,600.00	6,600.00
1284 - POWERHOUSE SIGNWORKS	PO 13701 MOVIE NIGHT BANNERS	270.00	270.00
1286 - PRO JANITORIAL SERVICES, LLC	PO 13736 CLEANING SERVICES - APR 2023	4,300.00	4,300.00
1290 - PUBLIC WORKS ASSOC OF NJ	PO 13608 MEMBERSHIP FOR STEVE BRISKEY 2023	75.00	75.00

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List of Bills - (All Funds)

8.1.b

Vendor	Description	Payment	Check Total
1879 - RESERVE ACCOUNT - POSTAGE METER	PO 13738 POSTAGE METER REFILL	1,000.00	1,000.00
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 13575 DRAWDOWN FROM BLANKET-13278 SUPPLIES- S	352.00	
	PO 13576 DRAWDOWN FROM BLANKET PO 13278- SUPPLIES	640.00	992.00
1314 - SEABOARD FIRE & SAFETY	PO 13574 OLD WHARF HOUSE FIRE INSPECTION	112.00	112.00
1323 - SHORE REGIONAL HIGH SCHOOL	PO 13745 MAY 2023 TAX REMITTANCE	304,042.47	304,042.47
1325 - SHREWSBURY AUTO PARTS	PO 13073 FLASH LIGHTS	411.07	
	PO 13661 DRAWDOWN FROM BLANKET PO 12878 FOR LIGH	37.26	448.33
1337 - SUBURBAN DISPOSAL	PO 13780 DISPOSAL FEE - APR 2023	22,210.49	
	PO 13781 COLLECTION - MAY 2023	33,000.00	55,210.49
1348 - THE HOME DEPOT	PO 13707 MISC SUPPLIES OLD POLICE CAR	353.98	353.98
1580 - THE TWO RIVER TIMES	PO 13732 Legal Notice - Ordinances	14.26	
	PO 13775 Legal Notice - Budget/Ordinances	104.16	118.42
1365 - TREASURER: STATE OF NJ/727GSPT	PO 13804 NJDEP, TRUST FUND MANAGEMENT DEBT SERVIC	1,094.44	1,094.44
2061 - UGI ENERGY SERVICES, LLC	PO 13805 PAP FIRE HOUSE - 03/16-04/18/23	125.82	
	PO 13806 FAS UTILITIES - 03/16-04/18/23	192.13	
	PO 13807 HOOK & LADDER - 03/16-04/18/23	197.93	515.88
1380 - US BANK OPERATIONS CENTER	PO 13774 2019 DEBT SERVICE	62,749.93	62,749.93
1387 - VERIZON	PO 13731 POLICE FIOS - 04/24-05/23/23	317.49	
	PO 13813 LIBRARY PHONE - 05/01-31/23	260.31	577.80
1388 - VERIZON WIRELESS	PO 13778 POLICE WIRELESS - 04/24-05/23/23	685.77	
	PO 13808 FIRE BUREAU WIRELESS - 05/02-06/01/23	28.32	714.09
1559 - Verizon Wireless	PO 13811 UCC/CLERK WIRELESS - 05/02-06/01/23	24.15	24.15
1558 - Verizon Wireless	PO 13812 FIRE WIRELESS - 05/02-06/01/23	114.03	114.03
1389 - VERIZON WIRELESS (OEM)	PO 13810 OEM WIRELESS - 05/02-06/01/23	40.01	40.01
1392 - W.B. MASON CO, INC	PO 13515 POLICE SUPPLIES	648.48	648.48
1659 - WARSHAUER ELECTRIC	PO 13571 LIGHT BULBS FOR STREET LAMPS	753.28	753.28
OPEN SPACE TRUST			
1658 - AMAZON CAPITAL SERVICES, INC	PO 13482 BIKE RACKS FOR MARIA GATTA PARK	1,757.79	1,757.79
1032 - BOB JENSEN PLUMBING, INC	PO 13643 REPAIRS AT BLACKBERRY BAY PARK	330.00	330.00
2003 - POOR JOHN PORTABLE TOILETS	PO 13599 PORTA JOHNS - GATTA PARK - APR 2023	326.00	326.00
1284 - POWERHOUSE SIGNWORKS	PO 13622 BANNERS - MARIA GATTA PARK	600.00	600.00
1388 - VERIZON WIRELESS	PO 13809 BBB & OLD WHARF - 05/02-06/01/23	78.02	78.02
UCC Trust			
1361 - TREASURER: STATE OF NJ	PO 13771 TACO LICENSE	91.00	91.00
1559 - Verizon Wireless	PO 13811 UCC/CLERK WIRELESS - 05/02-06/01/23	144.77	144.77
DEVELOPERS ESCROW TRUST			
1807 - COLLIERS ENGINEERING & DESIGN	PO 13746 PB Engineering - TETHERVIEW	175.00	
	PO 13747 PB Engineering - 552 Caren Franzini Way	481.25	
	PO 13748 PB Engineering - Signal Point LLC	1,006.25	
	PO 13749 PB Engineering - NJCU	670.00	
	PO 13750 PB Engineering - MSA/Saladino	87.50	
	PO 13751 PB Engineering - 196 Monmouth Blvd, LLC	537.50	
	PO 13753 PB Engineering - Manvan LLC	175.00	
	PO 13754 PB Engineering - Manvan LLC	1,050.00	4,182.50
1807 - COLLIERS ENGINEERING & DESIGN	PO 13755 PB Engineering - Triumphant Life Church	87.50	87.50
1807 - COLLIERS ENGINEERING & DESIGN	PO 13756 PB Engineering - MARTELLI	831.25	
	PO 13757 PB Engineering - MARTELLI	1,302.50	
	PO 13758 PB Engineering - MPCCII	87.50	2,221.25
1639 - NW FINANCIAL GROUP, LLC	PO 13565 FINANCIAL ADVISORY SERVICES	1,487.50	1,487.50
1580 - THE TWO RIVER TIMES	PO 13674 Legal Notice - Norwicke	7.44	
	PO 13681 Legal Notice - Scarpulla	7.44	14.88
TOTAL			2,436,360.99

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING	0.00	2,425,039.78		

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ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	1,665.43			
01-201-20-120-200	MUNICIPAL CLERK OE	533.42			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	78.84			
01-201-20-155-200	LEGAL SERVICES OE	1,454.50			
01-201-23-210-202	HEALTH	64,688.52			
01-201-23-210-203	DENTAL	3,853.56			
01-201-25-240-200	POLICE OE	2,971.63			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	122.33			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	8,481.60			
01-201-25-260-200	FIRST AID ORGANIZATION OE	1,747.80			
01-201-25-265-200	FIRE DEPARTMENT OE	114.03			
01-201-25-265-400	FIRE BUREAU OE	28.32			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	1,074.00			
01-201-26-300-271	REPAIRS	2,554.04			
01-201-26-300-273	SUPPLIES	1,097.86			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	26,166.67			
01-201-26-306-200	RECYCLING OE	6,833.33			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	5,937.88			
01-201-26-310-252	REPAIRS & EQUIPMENT	1,716.53			
01-201-27-335-300	WATER WATCH COMMITTEE-OTHER	394.00			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	270.00			
01-201-31-430-201	ELECTRICITY	3,462.49			
01-201-31-430-203	TELEPHONE/INTERNET	601.95			
01-201-31-430-204	WATER/SEWER	60.00			
01-201-31-430-205	NATURAL GAS	2,803.44			
01-201-31-430-207	STREET LIGHTING	5,595.27			
01-201-31-465-200	SANITATION DUMPING FEES	22,210.49			
01-201-43-490-200	MUNICIPAL COURT OE	115.00			
01-201-45-920-200	DEBT SERVICE OE	63,844.37			
01-203-25-265-200	(2022) FIRE DEPARTMENT OE		411.07		
01-203-26-300-200	(2022) STREETS & ROADS OTHER EXPENSES		6,600.00		
01-206-55-000-046	REGIONAL SCHOOL TAX			304,042.47	
01-207-55-000-045	LOCAL SCHOOL TAX			876,266.00	
01-208-55-000-039	COUNTY TAX PAYABLE			822,017.88	
01-208-55-000-041	COUNTY OPEN SPACE TAX			106,508.52	
01-208-55-000-042	COUNTY HEALTH TAX			16,937.09	
01-208-55-000-043	COUNTY LIBRARY TAX			61,779.45	
TOTALS FOR	Current Fund	230,477.30	7,011.07	2,187,551.41	2,425,039.78
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	3,091.81
06-270-00-500-020	RESERVE FOR OPEN SPACE			3,091.81	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	3,091.81	3,091.81
18-101-01-100-101	CASH UCC TRUST			0.00	235.77
18-270-55-600	RESERVE FOR UCC TRUST			235.77	
TOTALS FOR	UCC Trust	0.00	0.00	235.77	235.77
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	7,993.63
61-270-55-600-205	RES.FOR DEV.ESCROW			7,993.63	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	7,993.63	7,993.63

Total to be paid from Fund 01 Current Fund	2,425,039.78
Total to be paid from Fund 06 OPEN SPACE TRUST	3,091.81
Total to be paid from Fund 18 UCC Trust	235.77
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	7,993.63
	=====
	2,436,360.99

8.1.b

8.1.c

Pending Payments (*Not Finalized*) - (..) ALL FUNDS

From 05/01/2023 to 05/31/2023 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
5/10/2023		13801		01-201-23-210-202 01-201-23-210-203	HEALTH DENTAL CENTRAL JERSEY HEALTH INSURANC	64,688.52 3,853.56	68,542.08	01-101-01-000-011
5/10/2023		13780		01-201-31-465-201 01-201-31-465-201 01-201-31-465-201	DISPOSAL RECYCLING ENHANCEMENT ACT RECYCLING FEE SUBURBAN DISPOSAL	16,833.88 611.40 4,765.21	22,210.49	01-101-01-000-011
5/10/2023		13781		01-201-26-305-201 01-201-26-306-201	SOLID WASTE 05/23 RECYCLING 05/23 SUBURBAN DISPOSAL	26,166.67 6,833.33	33,000.00	01-101-01-000-011
5/15/2023		13712		01-208-55-000-042	COUNTY HEALTH TAXES MAY 2023 MONMOUTH COUNTY TREASURER	16,937.09	16,937.09	01-101-01-000-011
5/15/2023		13711		01-208-55-000-039	COUNTY TAXES DUE - MAY 2023 MONMOUTH COUNTY TREASURER	822,017.88	822,017.88	01-101-01-000-011
5/15/2023		13713		01-208-55-000-043	COUNTY LIBRARY TAXES - MAY 2023 MONMOUTH COUNTY TREASURER	61,779.45	61,779.45	01-101-01-000-011
5/15/2023		13714		01-208-55-000-041	COUNTY OPEN SPACE TAXES - MAY 2023 MONMOUTH COUNTY TREASURER	106,508.52	106,508.52	01-101-01-000-011
5/15/2023		13744		01-207-55-000-045	APRIL MAY TAX REMITTANCE OCEANPORT BOARD OF EDUCATION	876,266.00	876,266.00	01-101-01-000-011
5/15/2023		13745		01-206-55-000-046	MAY 2023 TAX REMITTANCE SHORE REGIONAL HIGH SCHOOL	304,042.47	304,042.47	01-101-01-000-011
5/15/2023		13774		01-201-45-930-213	INTEREST ON BONDS US BANK OPERATIONS CENTER	62,749.93	62,749.93	01-101-01-000-011

MAY SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				2,374,053.91
01-201-23-210-202	HEALTH		64,688.52		
01-201-23-210-203	DENTAL		3,853.56		
01-201-26-305-201	SANITATION-TRASH REMOVAL		26,166.67		
01-201-26-306-201	OTHER EXPENSES		6,833.33		
01-201-31-465-201	SANITATION DUMPING FEES		22,210.49		
01-201-45-930-213	INTEREST ON BONDS		62,749.93		
01-206-55-000-046	REGIONAL SCHOOL TAX			304,042.47	
01-207-55-000-045	LOCAL SCHOOL TAX			876,266.00	
01-208-55-000-039	COUNTY TAX PAYABLE			822,017.88	
01-208-55-000-041	COUNTY OPEN SPACE TAX			106,508.52	
01-208-55-000-042	COUNTY HEALTH TAX			16,937.09	
01-208-55-000-043	COUNTY LIBRARY TAX			61,779.45	

MAY TOTALS (FOR RANGE):			186,502.50	2,187,551.41	2,374,053.91
=====					

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				2,374,053.91
01-201-23-210-202	HEALTH		64,688.52		
01-201-23-210-203	DENTAL		3,853.56		
01-201-26-305-201	SANITATION-TRASH REMOVAL		26,166.67		
01-201-26-306-201	OTHER EXPENSES		6,833.33		
01-201-31-465-201	SANITATION DUMPING FEES		22,210.49		
01-201-45-930-213	INTEREST ON BONDS		62,749.93		

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Pending Payments (*Not Finalized*) - (..) ALL FUNDS

8.1.c

From 05/01/2023 to 05/31/2023 With a Line Amount > 10000.00

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-206-55-000-046	REGIONAL SCHOOL TAX			304,042.47	
01-207-55-000-045	LOCAL SCHOOL TAX			876,266.00	
01-208-55-000-039	COUNTY TAX PAYABLE			822,017.88	
01-208-55-000-041	COUNTY OPEN SPACE TAX			106,508.52	
01-208-55-000-042	COUNTY HEALTH TAX			16,937.09	
01-208-55-000-043	COUNTY LIBRARY TAX			61,779.45	
TOTALS (FOR RANGE):		-----	-----	-----	-----
		=====	=====	=====	=====
		186,502.50	2,187,551.41	2,374,053.91	

**RESOLUTION OF THE BOROUGH OF OCEANPORT
FIXING THE COMPENSATION OF CERTAIN EMPLOYEES OF THE BOROUGH OF
OCEANPORT FOR 2023 SUMMER ACTION CAMP**

**Resolution #2023-127
05/18/23**

WHEREAS, pursuant to N.J.S.A. 40A:9-165, the Borough must set salaries for non-contractual officers and employees, statutory employees and elected officials not directly subject to duly adopted collective bargaining agreements by separate ordinance; and

WHEREAS, the Mayor and Council of the Borough of Oceanport adopted an Ordinance entitled " An Ordinance to Fix and Determine the Salaries of Certain Borough Officials" passed and approved on March 16, 1939, and as subsequently amended; and

WHEREAS, said Ordinance provides certain compensation for the positions set forth; and

WHEREAS, the Recreation Coordinator has made recommendation for the specific salaries for employees for the 2023 Summer Action Camp.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport hereby adopts the following titles and compensation for the 2023 Summer Action Camp program pursuant to the Recreation Coordinator's recommendations:

SECTION 5. Recreation and Education.

Director	MacDonald, Kate	\$3,200.00	Recreation Aide	Longo, Jordan	\$13.50/hr
Recreation Aide	Burrough, Debra	\$15.00/hr	Recreation Aide	Molino, Matteo	\$13.50/hr
Recreation Aide	Collandrillo, Braden	\$13.50/hr	Recreation Aide	Molino, Marco	\$14.50/hr
Recreation Aide	Dennehy, Charlotte	\$13.50/hr	Recreation Aide	Murphy, Riley	\$14.50/hr
Recreation Aide	Drucker, Declan	\$14.00/hr	Recreation Aide	Nagy, William	\$14.00/hr
Recreation Aide	Drucker, Eamon	\$13.25/hr	Recreation Aide	Post, Donovan	\$13.50/hr
Recreation Aide	Greene, Kiera	\$13.50/hr	Recreation Aide	Ribeiro, Briana	\$14.50/hr
Recreation Aide	Haynes, Charlotte	\$14.00/hr	Recreation Aide	Russo, Michael	\$14.50/hr
Recreation Aide	Henrie, Jack	\$13.50/hr	Recreation Aide	Smith, Kara	\$13.50/hr
Recreation Aide	Ilvento, Joey	\$15.00/hr	Recreation Aide	Torregrossa, Andrew	\$15.00/hr
Recreation Aide	Kelly, Megan	\$13.50/hr	Recreation Aide	Zilincar, Augie	\$13.50/hr
Recreation Aide	Lockwood, Mackenzie	\$14.00/hr			

BE IT FURTHER RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey the Borough Clerk is hereby directed to forward a copy of this Resolution to the Chief Financial Officer, Borough Administrator, Recreation Coordinator and Payroll Clerk.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REFUND FOR OVERPAYMENT FOR BLOCK 107 LOT 1.01, KNOWN AS 124
HORSENECK POINT RD**

**Resolution #2023-128
05/18/23**

WHEREAS, the following property is due a refund due to an overpayment from the property owner, due to a refinance; and

WHEREAS, the Tax Collector is recommending that the amount of overpayment due be refunded

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the Tax Collector is hereby authorized to refund overpayment to the following property owner as follows:

Block 107 Lot 1.01	
Weiss, Kenneth & Dawn	
124 Horseneck Point Rd.	
Oceanport, NJ 07757	\$3,905.99

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE MAILING OF ESTIMATED 3RD QUARTER 2023 TAX BILLS**

Resolution #2023-129
05/18/23

WHEREAS, in light of the uncertainty of the adoption of the 2023 state budget; and

WHEREAS, the Division of Local Government Services cannot certify State Aid allocations until the State Aid Appropriations are known; and

WHEREAS, the Division cannot approve municipal budgets and the County Board of Taxation cannot certify taxes until long after the statutory deadline to process the third quarter bills; and

WHEREAS, the Oceanport Borough Tax Collector, in consultation with the Oceanport Borough Chief Financial Officer, has computed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3, and they have both signed a certification showing the tax levies for the previous year, the tax rates and the range of permitted estimated tax levies;

WHEREAS, in accordance with Chapter 72, P.L. 1994, the Borough Council shall not need the approval from the Director of the Division of Local Government Services since the estimated tax levy will not exceed 105% maximum allowed. Approval will enable the Borough to meet its financial obligations, maintain the tax collection rate, provide uniformity for tax payments, and save the unnecessary cost of interest expenses on borrowing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF OCEANPORT, on this 18th day of May, 2023, as follows:

1. The Oceanport Borough Tax Collector is hereby authorized and directed to prepare and issue estimated tax bills for the Borough for the third installment of 2023 taxes. The Tax Collector shall proceed and take such actions as are permitted and required by L 1994, c. 72 (NJSA 54:4-66.2 and 54:4-66.3).
2. The entire estimated tax levy including Municipal, Library, School, County, and County Open Space for 2023 is hereby set at \$ 28,668,218.70.
3. In accordance with the law, the third installment of 2023 taxes shall not be subject to interest until the later of August 10 or the twenty-fifth calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.
4. The Tax Collector may rescind this resolution in the event the State budget is adopted and the County of Monmouth releases a tax rate for the Borough of Oceanport.

Explanatory Statement

Due to the potential for a delayed state budget and certified tax rates, the Borough cannot print and release tax bills, and may experience cash flow difficulties. This resolution authorizes the collector to prepare and deliver estimated third quarter 2023 bills based on an estimated levy in the event of further delays. This levy amount is only estimated and cannot be finalized until the Monmouth County Tax Board strikes the rate. The Tax Collector may rescind this resolution in the event the rate is struck by the County and the state aid figures are released in a timely basis.

Katie LaPorta, CFO
Jason Sutton, Tax Collector

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING AN EXTENSION OF
GRACE PERIOD FOR THE THIRD QUARTER 2023 TAXES**

Resolution #2023-130
05/18/23

WHEREAS, the State of New Jersey and the County of Monmouth has not released all information needed for striking a rate, and

WHEREAS, this information is needed to produce the Final 2023/Preliminary 2024 tax bills, and

WHEREAS, as a result, the County of Monmouth could not release the tax rate, and

WHEREAS, the Tax Collector must allow 25 calendar days for payment from the date of mailing pursuant to N.J.S.A. 54:4-66.3,

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Oceanport that the Tax Collector be authorized to extend the grace period for the third quarter 2023 up to and including the 25th day after the actual bills are mailed.

BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Oceanport that any payments received after that date, for the third quarter 2023 will be charged interest from the original due date of August 1, 2023 by the guidelines set by N.J.S.A. 54:4-67 and Resolution #2023-12 passed by the Oceanport Borough Council on January 1, 2023.

Interpretive Statement: Extension of the grace period may be needed to allow the mandated 25 days prior to payment due date. If payment for the third quarter 2023 is not received by the 25th calendar day after the delivery of the tax bills to the post office, interest will be charged back to the August 1 due date.

Jason Sutton, Tax Collector

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE MAYOR AND MUNICIPAL CLERK TO EXECUTE THE FY2024-2026
REVISED AMENDMENT AGREEMENT WITH MONMOUTH COUNTY FOR COOPERATIVE
PARTICIPATION IN THE COMMUNITY DEVELOPMENT PROGRAM PURSUANT TO THE
INTERLOCAL SERVICES ACT**

**Resolution #2023-131
05/18/23**

WHEREAS, certain Federal funds are potentially available to Monmouth County under Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program; and

WHEREAS, it is necessary to establish a legal basis for the County and its residents to benefit from this program; and

WHEREAS, a Revised Amendment Cooperation Agreement has been adopted under which the Borough of Oceanport and the County of Monmouth in cooperation with other municipalities will establish an Interlocal Services Program pursuant to N.J.S.A. 40:8B-1; and

WHEREAS, it is in the best interest of the Borough of Oceanport to enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport, that the agreement entitled "Revised Amendment Agreement between the County of Monmouth and Certain Municipalities" located herein for the establishment of a Cooperative Means of Conducting certain Community Development Activities, a copy of which is attached hereto, be and same is hereby approved.

BE IT FURTHER RESOLVED, that that the Mayor and Municipal Clerk be and same are hereby authorized to execute said agreement in accordance with the provisions of law; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its enactment.

AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF MONMOUTH AND THE «Municipality» FOR THE ESTABLISHMENT OF A COOPERATIVE MEANS OF CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES

WHEREAS, the County of Monmouth and the «Municipality» are parties to an Agreement dated **06/10/2020** concerning, generally, the cooperation between participating municipalities and the County to receive CDBG entitlement funding; and

WHEREAS, the U.S. Department of Housing and Urban Development: Community Planning and Development (“HUD”), has issued additional requirements for what must be included in all cooperation agreements entered into between counties and participating municipalities; and

WHEREAS, the Agreement dated **06/10/2020** must be amended to legally conform to HUD’s new requirements; and

WHEREAS, the «Municipality» and the County of Monmouth have decided that it is in its residents’ best interests to amend the Agreement to conform to HUD’s cooperation agreement requirements; and

NOW, THEREFORE, the County and «Municipality» hereby agree as

Responsibilities of Committee:

1. With concurrence of the Board of County Commissioners and Administrative Liaison Officer shall be designated. He shall be an employee of the County. He shall, within the limits of resources available, provide technical and administrative support to the Committee, and shall provide liaison between the Committee and the Board of County Commissioners.
2. The Committee shall recommend to the Board of County Commissioners an application (Consolidated Plan) for participation in Federal funding, and toward that end it shall in the matter herein prescribed, be authorized to develop required plans for the County, including a Housing Assistance Plans and such

other documents and certification of compliance as required by the Federal Government for participation by the County in the community Development Block Grant Programs.

Estimated Cost and Allocation Thereof:

3. The amount of Federal funds involved shall be in the amount applied by the Board of County Commissioners pursuant to the recommendation by the Committee, subject to any modification made by HUD.

Duration of the Contract:

4. This contract shall be effective for the three (3) program years (Federal Fiscal Years 2024, 2025, and 2026 appropriations) for which the County is to qualify to receive CDBG entitlement funding and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The population of participating municipalities included in the urban county under this agreement shall be included in the population of the urban county for three (3) successive years which will include the federal fiscal years 2024, 2025 and 2026.

This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the county or the municipality provides written notice it elects not to participate in a new qualification period.

This Agreement remains in effect until the CDBG, HOME and ESG funds and income received with respect to activities carried out during the three year qualification period.

Standards of Performance:

5. The Committee shall thereupon report its findings to all participating local governments, and shall submit such reports to the Board of County Commissioners (the legislation requires the title of “chosen freeholder” to be change to “county commissioner” and all “boards of chosen freeholder” to be known as “board of county commissioners”) which complies with legislation Gov. Phil Murphy signed into law in 2020 and become effective January 1 as may be required for submission to the Federal Government. Pursuant to 24 CFR 570.501(b), all units of local government are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement described in 24 CFR 570.503.
6. This Agreement includes, by reference, all provisions authorized by State and

local laws that legally obligate the cooperating units to undertake the necessary action, as determined by the County to carry out a community development program and the approved Consolidated Plan and/or meet the other requirements of the CDBG, HOME and ESG programs or other applicable laws.

Qualification as Urban County:

7. As amended to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR @ 91.225(a) and Affirmatively Further Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152. Also to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation act of 1973 and the implementing regulations of 24 CFR part 8, Title II of the American with Disabilities Act, and the implementing regulations at 28 CFT part 35, the Age Discrimination Act of 1975 and the implementing regulation of at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968 and obligation to comply with other applicable laws. Prohibit urban county funding for activities, in or in support of any cooperating unit of general local government that does not affirmatively further fair housing, within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in a urban county may constitute noncompliance by the grantee (i.e., the urban county) that can, in turn provide cause for funding sanctions or other remedial actions by the Department. The agreement includes the obligation to sing the assurances and certifications in the HUD 424-B.
8. To comply with Federal requirements, the County Government, through the Board of County Commissioners, shall be the applicant for community development funds, and shall have final responsibility as applicant and shall have final responsibility for selecting activities an annually filing Final Statements with HUD.

Program Income:

9. This amendment may be executed in substantially similarly worded counterparts, each of which shall be signed the Commissioner Director and the chief executive of a participating municipality. Each signatory agency agrees to cooperate with all signatories and be bound as if all had signed the same amendment.

ATTEST:

TAMARA BROWN
Clerk to the Board of County
Commissioners

ATTEST:

Name: «MunicipalClerk»
Title: Municipal Clerk

MONMOUTH COUNTY BOARD OF
COUNTY COMMISSIONERS

THOMAS A. ARNONE, DIRECTOR
Board of County Commissioners

«Municipality»

Name: «Mayor»
Title: Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A FIREWORKS DISPLAY TO BE HELD AT THE 2023 SUMMER'S END
FESTIVAL**

**Resolution #2023-132
05/18/23**

WHEREAS, the Mayor and Council of the Borough of Oceanport desire to authorize a fireworks display to be held at the Summer's End Festival sponsored by the Oceanport Parks and Recreation Committee scheduled to be held on September 9, 2023 or on September 10, 2023, if a rain date is needed; and

WHEREAS, Starfire Corporation is the company selected to conduct and be responsible for the fireworks and in accordance with Borough regulations, must secure a Fire Permit from the Oceanport Fire Marshal prior to said event.

NOW, THEREFORE, BE IT RESOLVED that the Oceanport Governing Body hereby authorizes the fireworks to be held on the above mentioned date subject to the following:

1. Starfire Corporation securing the necessary permits
2. Starfire Corporation complying with the MEL JIF requirements for insurance coverage and completion of hold harmless agreement.
3. A copy of this resolution be forwarded to the Fire Marshal and the Parks and Recreation Committee.



566 Theatre Rd. PO Box 179, St. Benedict, PA 15773 / 814-344-9200 / 800-806-4486 / www.starfirecorporation.com

FIREWORKS DISPLAY CONTRACT

Customer: The Borough of Oceanport

Display Date/Time: September 9, 2023 / Approx. 9:00 PM

Display Site: Blackberry Bay Park, Oceanport

Company Contract No.: 2023-425

This Contract made by and between Starfire Corporation, whose address is 566 Theatre Rd. St. Benedict, PA (hereinafter "**Company**"); and Borough of Oceanport whose address is 910 Oceanport Way, PO Box 370, Oceanport, NJ 07757 hereinafter "**Customer**") (collectively the "**Parties**" and individually each a "**Party**") is made effective as of April 21, 2022. ("**Effective Date**")

WHEREAS Company designs, produces, and conducts fireworks displays; and

WHEREAS Customer wishes to engage Company for the design, production, and performance of a fireworks display on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth herein, the Parties hereby mutually agree as follows, each intending to be legally bound:

1. Fireworks Display:

- A. On the Display Date at the Display Site, Company shall provide fireworks and related equipment referred to as the "**Display**."
- B. Start and Stop Times: The start times are best estimates depending upon location and other seasonable variables. Start and stop time may also be determined by the governmental authorities having jurisdiction over the display. The Company Pyrotechnician in Charge has the authority to delay or may at any time temporarily discontinue the discharge of fireworks for any reason.
- C. Company shall designate a pyrotechnician to be its "**Pyrotechnician in Charge**" who is trained to present the Display.
- D. Alternate Date: (if mutually agreed to by the Parties): 9/10/23

2. Costs and Payments:

Display Price \$10,000

- A. Down Payment: Payable to Company at Contract signing \$5,000
- B. Balance Due Payment: Payable to Company 30 days Prior to Display Date \$5,000

C. Additional Costs. Company reserves the right to invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third-party shipping costs), and additional permitting fees to Company after the Display Date. **Seller reserves the right to require payment in full at time of contract execution.*

3. **Postponement/Rescheduling:** Any request made by Customer for rescheduling/canceling shall be directed to HELP@starfirecorporation.com or by phone **800-806-4486**.

- A. If the Display is postponed/rescheduled (1) by reason of inclement weather, (2) determination by the governmental authority having jurisdiction, (3) as the result of any unsafe condition in the sole discretion of Company, or (4) for any other reason beyond the control of Company, the Display shall be re-scheduled to the Alternate Date set forth above. If no Alternate Date is set or Alternate Date is Cancelled, the Customer has to reschedule within 6 months of the original Display Date.
- B. Postponement/Rescheduling Fee. In the event a postponement/rescheduling is necessary a postponement/rescheduling fee will be based on the table below.

Description	% Of Fireworks Display Price	Additional Costs
If notified before 12:01 AM on Display date	10%	Any 3 rd Party Vendor Expenses
If notified after 12:01 AM on Display date	15%	Any 3 rd Party Vendor Expenses
Once Starfire arrives on site	20%	Any 3 rd Party Vendor Expenses

- C. It is understood and agreed that Company shall have no obligation to reschedule a display except as required by inclement weather or reasons beyond the control of Company and as specifically set forth in this Contract.

4. **Customer Responsibilities:**

- A. Customer is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display. Customer is responsible for any additional marine costs, barge rentals and movement of barges, and corresponding costs and fees; city permit/escort fees; County /State/PD/FD/FM fees; local, town permit fees, and any related costs or fees. Customer shall also be responsible for all costs associated with its Security and Safety obligation set forth in Article 5.
- B. Customer's Designated Agent: Customer shall designate a Customer's Agent ("Agent") to whom all questions and inquiries shall be relayed. Agent shall be the only individual authorized to make decisions on behalf of Customer or to request rescheduling of the Display. Company shall have the right to rely upon and act in accordance with the directions and decisions made by Agent. Furthermore, Customer shall indemnify, defend, and hold Company harmless for any reasonable actions or inactions taken at the direction of Agent.

CUSTOMER DESIGNATED AGENT: Ms. Joanne Hunt

PHONE: 732-222-8221

EMAIL: oprec@oceanportboro.com

- C. Permits: It is the Customer's responsibility to contact Customer's State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain all necessary Display permits. Company will prepare the paperwork for the permit application on Customer's behalf. Upon receipt of permit, Customer must send the permit to Company no later than 30 days prior to the Display Date. Failure to do so could be grounds for default.

D. Additional Customer Responsibilities:

- i. Meeting the filing application deadline and paying all licensing and permit fees.
- ii. Obtaining local and state requirements for fireworks license for transportation and/or display.
- iii. Adherence to Fire Marshal's requirements for security of firework display trucks upon arrival, and the security of the fire zone before, during and after the Display. Any fees associated with security are sole responsibility of the Customer.
- iv. Notifying the FAA on the Display Date, according to the instructions in the FAA Letter of Approval, which will be forwarded to Customer prior to Display unless directed otherwise.
- v. Customer shall also be responsible for procuring hotel rooms within 10 miles of the show site if requested. The exact quantity of hotel rooms shall be conveyed by Company to Customer before the Display.

E. Security and Safety Obligations as set forth more fully in Article 5.

F. Coast Guard Permits (where necessary and required):

If the Display is to occur on or near the water, the following may be required: (Requests for permits must be filed at least 135 days prior to the Display Date:

- i. Coast Guard Application and Permit to Handle Hazardous Materials.
- ii. Coast Guard Marine Event Permit.

G. After Display: Following the Display, Customer shall be responsible for cleaning and policing of the Display Site and surrounding area. Customer shall provide trash removal of cardboard boxes, broken lumber, etc. Company is responsible for cleanup for immediate work area only.

5. **Security and Safety:**

A. Company shall designate a pyrotechnician to be its "Pyrotechnician in Charge" who is trained to present the Display.

B. Customer shall provide and maintain sufficient Security before, during and after the Display until the Pyrotechnician in Charge declares the area clear. "**Security**" shall include, but not be limited to, all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by Company. Security must be provided for the Display trucks, and to maintain a fire safety zone) at the staging area from the arrival of the trucks to the departure of the trucks, which may include the day prior to, or following day.

C. Customer shall also provide and maintain an area clear of any temporary structures, cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone ("FSZ") during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the Pyrotechnician in Charge. The Parties agree that Company will cease all fireworks discharge due to any security breach of the FSZ. Company shall not be responsible for personal injury, or property damage occurring within the FSZ because of the Customer's failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123, which are only minimum standards of distances.

D. Customer acknowledges and agrees that Company's responsibilities are limited to the Display and that Company is relying on Customer to maintain the FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations, and ordinances pertaining to the implementation of any and all security measures at the Display Site.

E. **Site Inspections:** Any site inspections by or on behalf of Customer shall be in accordance with the current edition of NFPA 1123 and under the direct supervision of the Pyrotechnician in Charge. Inspections shall not in any way interfere with the safety, setup, or schedule of the preparation for and disassembly after the Display. The Pyrotechnician in Charge may, in his sole discretion, cancel any inspection that, in his opinion, may compromise the safety of the setup or the Display or the setup schedule. The Pyrotechnician in Charge may at any time temporarily discontinue the discharge of fireworks for any reason.

F. Company acknowledges they are responsible for the inspection clean up and disposal of any unexploded aerial shells or live components, as required under NFPA 1123, 1995 edition, Section 4-1.12.

6. **Force Majeure:** Company shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, act of God, pandemics, or any other similar causes beyond its reasonable control.

7. **Publicity:** Customer shall give Company program credit as the sole fireworks supplier and producer in all press releases, marketing literature, online advertising, or any other program announcements, printed or otherwise.

8. **Government Regulations:** This Contract and Company's obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations, and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by Customer prior to the Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the Display or in the event Customer's permit in any way limits or restricts the sale, performance or operation of the Display, Company shall limit or restrict its performance or the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Customer permit. Customer acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle Customer to a reduction or abatement in the full Display Price.

9. **Late Fees:** In the event Customer shall fail to pay any sum when due under the terms of this Contract, Customer shall pay, in addition to such amount due, an interest at the rate of 1.5% per month on the unpaid amount from the original due date. Customer shall also pay Company reasonable attorney fees and other costs in the event Company shall commence any proceeding or incur fees to compel Customer to pay any sums due hereunder or otherwise because of Customer's default of any of the terms and provisions herein contained.

10. **Liquidated Damages:** In the event Customer cancels the Display and does not reschedule per the Contract or otherwise defaults hereunder, Company shall be entitled to receive the entire Display Price and same shall be considered "liquidated damages" based upon an understanding between the Parties hereto that Company shall have suffered damages due to Customer's default. The damages suffered by Company because of Customer's default will be substantial, but incapable of determination with precision. It is, therefore, agreed by the Parties that the amount due Company is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by Company.

11. **Substitutions:** Company shall have the right, at its discretion, to make minor modifications or substitute any fireworks it deems necessary provided same does not materially detract from the aesthetic value or overall quality of the Display. This includes, but is not limited to, shell sizes, quantities, types, and brand names. Any substitutions shall in no way result in or entitle Customer to a reduction or abatement of the full Display Price.

12. Governing Law and Dispute Resolution: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. All disputes, differences, or any other type of controversy arising out of or in relation to this Contract, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in Cambria County, PA, pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final, and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Contract, nor to make any award which by its terms effects any such alteration or modification. Either Party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment, or replevin, pending the determination of any claim or controversy in arbitration.

13. Binding Effect: This Contract shall not be binding on Company until (1) executed by Customer and (2) Company is in receipt of the Down Payment required hereunder.

14. Bankruptcy: If Customer becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Customer or if a receiver is appointed for Customer, Company may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Customer. If Customer has a material change in financial status as reasonably determined by Company, then Company may require Customer to deposit the balance of the Display Price in escrow or provide sufficient proof of its ability to pay the balance of the Display Price.

15. Signatures: This Contract may be executed by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Execution and delivery of a counterpart of this Contract (i) by portable document format ("**PDF**") copy bearing the PDF signature of a duly authorized officer of either Party hereto, whether delivered by facsimile, e-mail, or physical delivery service ("**PDF Signature**"), or (ii) by electronic signature of a duly authorized officer of any Party hereto, pursuant to electronic signature procedures Company may establish from time to time. ("**Electronic Signature**"), shall be equally as effective as delivery of a manually executed counterpart of this Contract and shall constitute a valid and binding execution and delivery of this Contract by such Party. The Parties agree that (a) each PDF Signature and/or Electronic Signature of such party will be enforceable to the same extent as a manual signature, whether in court or otherwise and (b) such party will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of its PDF Signature or Electronic Signature.

16. Limitation of Liability: IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE DISPLAY PRICE PAID TO COMPANY BY CUSTOMER. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No action may be brought for any alleged breach of contract more than one (1) year after display date.

17. Insurance and Indemnity: Company agrees to procure general liability insurance. Any additional insurance that is required that incurs a cost, will be Customer's responsibility. Customer shall indemnify and hold Company harmless for all claims, actions, and suits made against Company for personal injury or property damage arising from or relating to the failure of Customer, or its agents, employees, or contractors to adhere to or perform its obligations under this Contract.

Customer shall list below the additional insured, as they should appear on the insurance certificate. All individuals /entities listed on the certificate will be deemed an additional insured per this contract.

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18. General Provisions:

- A. This Contract and addendums constitute the entire Contract between the Parties relating to the subject matter hereof, and may not be changed, modified, renewed, or extended except by a written Contract signed by both Parties. Customer acknowledges and agrees that Company has not made any representations or warranties except those specifically set forth in this Contract. Should any clause, section, or part of this Contract be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this Contract which can be affected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- B. It is specifically understood to read that Company shall not be responsible in any way if any third-party service with which Company has contracted for service fails to perform and the display cannot proceed as planned.
- C. This Contract, and the rights and obligations of the Parties hereunder, shall be binding and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives. Company may assign any or all its rights and obligations under this Contract or subcontract or delegate any or all its obligations hereunder. Customer may not assign any of its rights and obligations under this Contract without the prior written consent of Company.

The authorized representatives of Parties hereby agree to the terms and conditions of this Contract as of the Effective Date.

CUSTOMER: Borough of Oceanport, NJ

Printed Name: _____

Authorized Representative Title: _____

Signature: _____

Date: _____

COMPANY: STARFIRE CORPORATION

Printed Name: Audrey Jean Terrizzi

Authorized Representative Title: President

Signature: _____

Date: _____

DISPLAY DATE: 9/9/23



566 Theater Rd. P.O. Box 179
 St. Benedict, PA 15773
 Phone: 800-806-4486 Fax: 814-344-9222

Customer: Borough of Oceanport
Address: 910 Oceanport Way PO Box 370
 Oceanport, NJ 07757
Email: oprec@oceanportboro.com

INVOICE DATE: 4/21/23

COMMENTS OR SPECIAL INSTRUCTIONS:

	Fireworks Display Payment	UNIT PRICE	TOTAL
1	Fireworks Display Down Payment Due at Contract Signing	\$5,000	\$5,000
SUBTOTAL			\$5,000
TOTAL DUE			\$5,000

Payments can be submitted electronically via check, Bank Wire or by Credit card. There is a 3.5% fee on all credit card transactions. Please contact us **at (814) 344-9200** for payment processing

ACH or Wire Remittance Information: CNB Bank
 1808 Bigler Avenue
 P.O. Box 579
 Northern Cambria, PA 15714
 Bank Account Number: 6136162
 Bank Routing Number: 031306278

If paying by check please make all checks payable to **STARFIRE CORPORATION**

If you have any other questions, please contact Starfire Corporation 800-806-4486.

THANK YOU FOR YOUR BUSINESS!

DISPLAY DATE: 9/9/23



566 Theater Rd. P.O. Box 179
 St. Benedict, PA 15773
 Phone: 800-806-4486 Fax: 814-344-9222

Customer: Borough of Oceanport
Address: 910 Oceanport Way PO Box 370
 Oceanport, NJ 07757
Email: oprec@oceanportboro.com

INVOICE DATE: 8/9/23

COMMENTS OR SPECIAL INSTRUCTIONS:

	Fireworks Display Payment	UNIT PRICE	TOTAL
1	Fireworks Balance Due 30 Days Prior to Display Date	\$5,000	\$5,000
SUBTOTAL			\$5,000
TOTAL DUE			\$5,000

Payments can be submitted electronically via check, Bank Wire or by Credit card. There is a 3.5% fee on all credit card transactions. Please contact us **at (814) 344-9200** for payment processing

ACH or Wire Remittance Information: CNB Bank
 1808 Bigler Avenue
 P.O. Box 579
 Northern Cambria, PA 15714
 Bank Account Number: 6136162
 Bank Routing Number: 031306278

If paying by check please make all checks payable to **STARFIRE CORPORATION**

If you have any other questions, please contact Starfire Corporation 800-806-4486.

THANK YOU FOR YOUR BUSINESS!

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING ACCEPTANCE OF A GIFT FROM THE OCEANPORT LIONS CLUB**

**Resolution #2023-133
05/18/23**

WHEREAS, pursuant with N.J.S.A. 40A:5-29, the Borough of Oceanport is a local unit authorized and empowered to accept bequests, legacies and gifts made to it and is empowered to utilize such bequests, legacies and gifts in the manner set forth in the conditions of the bequests, legacy or gift, provided, however, that such bequest, legacy or gift shall not be put to any use which is inconsistent with the laws of the State of New Jersey and of the United States; and

WHEREAS, The Oceanport Lions Club has dedicated the talent of its members and the funds raised from its activities to promoting, for all the citizens of Oceanport, a spirit of community and cooperation; both in how it conducts its affairs and through its charitable donations to a multitude of organizations and individuals in Oceanport, NJ.; and

WHEREAS, the Oceanport Lions Club has made a donation to the Borough of Oceanport in the amount of \$12,500.00 towards the purchase of two (2) speed signs and any remainder to be used by the Borough as deemed in the best interest of the Borough,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the gift of \$12,500 from the Oceanport Lions Club is hereby accepted by the Borough of Oceanport towards the purchase of two (2) speed signs and any remainder to be used by the Borough as deemed in the best interest of the Borough.

BE IT FURTHER RESOLVED, that the Mayor and Council extend their appreciation and thanks to the Oceanport Lions Club for their years of service and commitment for the furtherance of the Oceanport community.

BE IT FURTHER RESOLVED, that the Borough Clerk shall provide a certified copy of this resolution to the Oceanport Lions Club.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENTS TO BOARDS AND COMMITTEES**

**Resolution #2023-134
05/18/23**

BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, that the following recommended appointments be made by the Mayor with advice and consent of Council:

RECREATION COMMITTEE

Melanie Patterson

Unexpired 3yr Term expiring 12/31/24

The **RECREATION COMMITTEE** is now composed of the following members:

Scott Marcantonio	3yr Term expiring 12/31/24
Melanie Patterson	3yr Term expiring 12/31/24
Alexa Hetzel	3yr Term expiring 12/31/25
Kevin Guilford	3yr Term expiring 12/31/25
David Walker	3yr Term expiring 12/31/25
Debbie Peterson	3yr Term expiring 12/31/25
Jay Silverman	3yr Term expiring 12/31/23
Christopher Farrell	3yr Term expiring 12/31/23
Jacqueline Patterson	3yr Term expiring 12/31/23
Beth Watkins	3yr Term expiring 12/31/23

Approved Minutes of the Oceanport Historical Committee Meeting on 03/09/2023

The meeting was held at the Old Wharf House and began at 7:00 p.m.

Attendees:

Joe Foster
Robin Kelly
Rosanne Letson
Paula Lombardo
Toni Sverapa

Introduction of guests: There were no guests.

The meeting minutes for February were approved. Rosanne will submit February's approved minutes to Jeanne Smith at Borough Hall.

Financial Status: Toni told us that we have \$12,578.28, which does not include a deposit being made in the amount of \$560.00 tomorrow.

We reviewed the Action Items from the last meeting.

1. Rosanne contacted Mark Patterson about presenting Nadine Jeffrey's road sign to the Board of Education for the sensory hallway at Wolf Hill. The upcoming dates were March 15th, April 26th, May 17th, or June 14th. We decided on April 26th, and Rosanne will prepare a few words to be said when the sign is presented and let Mark know we will be there for that meeting.
2. We discussed the donation of the historical clothing. Toni found a home for it with the Eatontown Historical Society. She will work on looking through the old Oceanport Historical Society's Minutes to see if she can find some information about where the clothing came from and why it is significant.
3. Rosanne prepared three PDF's, one for each of the historical signs for Old Wharf Park, to give to Nora, the graphic artist who will design the signs. She included explanations of each of the photographs that Frank had chosen, and she added in some filler information and photographs in case Nora needs them.
4. Rosanne provided updated information to Jeanne Smith to update the Historical Committee's tab on the Borough's website.

Status of the grant application for the outdoor historical signs: Rosanne received an inquiry from Pannier Graphics, the sign company in Pennsylvania, about the status of the signs. She reached out to Donna Phelps, the BA, who reached out to Ashley Parker at DCA (State of NJ). Ashley said that the NJ Historic Trust Board meeting was March 15, 2023.

Review Frank's diagrams for outdoor signs and discuss the PDF's Rosanne put together for each sign: We discussed that we have to find out how Nora, the graphic artist who will be designing the signs, gets paid. Rosanne did receive an invoice from her for \$1000, which was

submitted as part of the grant application. Joe said he would ask Jeri Popkin at the County to see how it is done.

Discuss Joe Foster's ideas about setting up displays in some of the buildings on the Fort Monmouth property and about putting historical signs on the Riverwalk there: Joe told us that Monmouth University is putting up an exhibit in the Guggenheim on Vietnam. He spoke about Melissa Ziobro, who is on the Board of Trustees for the Vietnam Memorial and InfoAge. She teaches history and anthropology, and places interns where needed. She would like to join one of our meetings.

He said he has talked to the owner of the brewery, who is very interested in having a display of some sort and who has the space. He also attended a DAV meeting at the college. He said we need to contact/talk to Mike Ruane at InfoAge.

Joe suggested that we make up the following lists: 1.) the buildings, past vs. present; 2.) contacts the building; 3.) what we need, including hold harmless forms; 4.) exhibit ideas. He said we need to come up with a contact plan giving them an idea of what we want to do and what the benefit is to them to work with us to do it.

Review status of sales and reordering of book: We discussed that when telling people that the books can be shipped to them, we have to let them know that they will have to pay the shipping costs. Toni said we have 6 cases of the softcover books left, with 12 in each case, plus 5 books that Paula has and any that the Borough Hall has left to sell. We have 60 hardcover books left.

We talked about coming up with a list of who to donate hardcover copies of the book to. We discussed having a "book plate" to stick in each book donated to say that we donated it. Toni will ask Pat Pflieger about doing the book plates.

We discussed donating to the following: Wolf Hill School, Maple Place School, Shore Regional High School, the Oceanport Library, the Monmouth County Library, the Monmouth County Historical Society, the Monmouth Beach Library, the two branches of the Long Branch Library, the Shrewsbury Historical Society, the Little Silver Library and/or Historical Society, and/or the Red Bank Library and/or Historical Society.

We have to find out if the library(ies) will accept the books without an IBN number on them. Toni will ask Linda Ridsen about that.

Toni spoke to the Oceanport Librarian, who is willing to do a section/shelf dedicated to Frank and his books. She already gave the Librarian two old copies of the book that were Frank's. Rosanne just wants to go through the books and copy/scan any photos/information about Oceanport before we present them.

Choose a date (03/15/23, 04/26/23, 05/17/23, or 06/14/23) to present the Nadine Jeffrey road sign to the Board of Education: Rosanne spoke to Mark Patterson, and he will put us on the Agenda to make a presentation. We choose April 26th. Rosanne will prepare a few words to say about Nadine for that meeting. She will let Mark know about the date we chose.

Talk about the placement of the showcases at Borough Hall and what to put in them: We talked about possibly putting some Oceanport Historical Committee items in one of them and possibly doing a memo/letter to all the clubs and organizations in town informing them about the showcases, and asking for them to come up with informative displays about their club/organization for a rotating exhibit in one of the cases. We looked at the 3-D items from Frank and from the prior Oceanport Historical Society. We talked about researching both books to come up with short descriptions for each item to be placed in the case with them. We discussed that we needed a list of Borough residents past and present that we already know of who have things we might ask them to share in one of the cases. Rosanne had some small card stock that could be used for the description cards for the items. Joe took them and will look into getting something similar.

Discuss the memorial plaque dedicated to Frank: Toni shared the layout with us, and we all approved. The cost is \$85.00. Toni will order it in black and silver. This will be hung in the lobby of Borough Hall near the display cases.

Discuss donating the clothing John has stored at his home to the Eatontown Historical Society: Toni volunteered to go through the Minutes from the prior Oceanport Historical Society to try to find out some history about some/all of the items.

Inventory the items various members have been storing and place in locked closet at the Old Wharf house assigned to the Committee for this purpose: We briefly discussed this and we feel we have just about everything in the closet now. Rosanne suggested inventorying everything we have, and sticking a list on each box/bin listing its contents.

Discuss FMERA's request for Frank's collection of photos for presentation to Netflix: We briefly touched on this – Rosanne has not yet heard from FMERA about this, but so far, all of Frank's postcards and a few photos of Camp Vail/Fort Monmouth have been scanned, and she is ready to download them to a memory card for FMERA.

Discuss the photos of the Little Silver Train Station when it was named "Little Silver Oceanport" that Ric has and what he'd like to do with them and FMERA: Ric wasn't at the meeting, so this was tabled until the next meeting.

Discuss adding Reverdy Ransom (and others?) to the Oceanport Wikipedia post. Also, we have been asked to add something about sports gambling at Monmouth Park, something about Fort Monmouth's closure and the redevelopment there, something about our Centennial celebration and our new book, etc., by Mayor Coffey: Rosanne was told by Mayor Coffey that Oceanport does not have a Wikipedia editor. We will need to come up with something as a group, and then submit it to Wikipedia. We didn't have much time to discuss this, so we will revisit it at the next meeting.

Ask for a volunteer to review the Borough's website tab for the Historical Committee once a month on the last day of the month, make sure any/all links work when they're clicked on, and then email Jeanne Smith (jsmith@oceanportboro.com) to let her know that all

links are working, that all information is current and correct, and that no updates are needed: We will table this until the next meeting.

Discuss a Committee Chairperson and a Borough Historian: Our meeting ran a little later than usual, and three members were unable to attend, so by the time we got to this, we only had three members present. We will discuss this again at the next meeting.

Other items and open discussion: Paula talked to us about the 63rd Army Band Concert. We are confirmed for 6:30 p.m. on Wednesday, June 28th at Blackberry Bay. The application was submitted to Donna Phelps the day of our meeting for filing. We discussed asking the ice cream truck lady to be there, but to be there as close to the end of the performance as possible so that there are no distractions, and we discussed passing out small American flags to the audience.

Paula also discussed the Memorial Day Parade. She had attended a meeting for the parade. They were working on getting the Atlantic Drum & Bugle Corps, and on getting the motorcycle club with Steve Tagerty. Paula booked the antique cars, and Bill Deerin was working on a Grand Marshall. There was no placement of the wreaths on the memorial markers last year, but Paula said that they would be placed at the Port-Au-Peck Fire House this year, which is the end of the parade route. We discussed selling books at the parade.

We briefly talked about doing the Holiday Home Tour again this year. Robin will begin looking into that for us and we will discuss it again.

Ric wasn't able to make the meeting tonight, but he sent an email to everyone early in the day with some information about a fund raiser that was undertaken by the Avon Historical Society recently. It was the Avon Historical Society and Avon Library's Charcuterie and Sip fundraiser held at the Avon Marina. He also told us that Michael Abboud, who owns Tetherview and a few other buildings being restored intends to paint a mural on a shed at Russel Hall that faces Saltzman Avenue. Ric suggested that he consider including something about the two Monmouth Parks that were located on the Fort property. Ric had also suggested that someone attend the next FMERA meeting to talk about the Riverwalk and the ownership of that property with respect to us being able to put up historical marker signage there.

Action Items for this meeting.

1. Rosanne will submit the Approved Minutes from the February 9th meeting to Jeanne Smith at the Borough.
2. Rosanne will prepare something short to say about Nadine Jeffrey for presentation of the road sign bearing her name to the Board of Education for the sensory hallway at Wolf Hill. She will let Mark Patterson know that we will be presenting at the Board of Education's April 26th meeting.
3. Toni will review the Minutes from the old Oceanport Historical Society for information about the articles of clothing, such as where they came from and why they are significant.
4. We need one person from the Historical Committee to review the Borough's website once a month and test all links on the page. That person is to report to Jeanne monthly

about the status of the information on the page, if it needs updating, and whether or not the links worked.

5. Toni will look into some type of fabric to line the showcases we are doing at Borough Hall.
6. Joe will look into some type of paper/card stock to use as descriptive cards in the showcases.
7. Toni will ask Pat Pflieger about doing book plates.
8. Toni will ask Linda Ridsen if the library(ies) need an IBN number on the book before they'll accept it as a donation.
9. Toni will order the memorial plaque for Frank.

The meeting adjourned at 9:00 p.m.

Our next meeting: April 13, and May 11, 7:00 p.m., at the Old Wharf House.

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain



POLICE DEPARTMENT

P.O. BOX 370, OCEANPORT, NEW JERSEY 07757

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

Wednesday, April 26, 2023

To: Thomas Gallo
Francis Lippolis, Oceanport Fire Department
Donna Phelps, Oceanport Borough Administrator

Reference: Andrew Pollard, Fire Department Applicant

Please be advised that the record check of the above applicant for membership in a volunteer organization is complete. Our investigation has led to the following finding:

X

The applicant is suitable for membership.

 The applicant is **NOT** suitable for membership.

If there are any further questions regarding this applicant, please contact my office.

Sincerely,

Michael P. Kelly
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF
NEW JERSEY APPROVING A PLACE-TO-PLACE TRANSFER AND A PERSON-TO-PERSON
TRANSFER OF PLENARY RETAIL CONSUMPTION LIQUOR LICENSE #1338-33-010-002 -
FORT MONMOUTH BUSINESS CENTER LLC**

Resolution #2023-135

05/18/23

WHEREAS, application has been made by Oceanport Liquor License, LLC, for a place-to-place transfer and a person-to-person transfer of Plenary Retail Consumption License #1338-33-010-002, for the license associated with the former Fort Monmouth Allison Hall Parcel Buildings 199 and 210, Oceanport Avenue, Oceanport, New Jersey 07757; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standard established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, public notice of this transfer has been published in The Two River Times, once on May 1, 2023 and May 8, 2023; and

WHEREAS, no legally valid written objections have been received concerning said transfer,

NOW, THEREFORE, BE IT RESOLVED, that the Mayor & Council of the Borough of Oceanport does hereby approve the application of Fort Monmouth Business Center, LLC., 1000 Sanger Ave, Oceanport, NJ 07757 for a place-to-place transfer and person-to-person transfer of Plenary Retail Consumption License #1338-33-010-002, for premises known as Allison Hall, Buildings 199 and 210, Oceanport Avenue, Oceanport, NJ 07757 and does hereby direct the Borough Clerk to endorse the license certificate to the new location as follows: "This license, subject to all its terms and conditions, is hereby transferred to Parkers Creek, L.L., LLC, 1000 Sanger Ave, Oceanport, New Jersey, 07757 effective immediately".

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A WAIVER OF READING IN FULL THE 2023 MUNICIPAL BUDGET**

**Resolution #2023-124
05/18/23**

WHEREAS, the public hearing for 2023 Municipal Budget is scheduled for May 18, 2023; and

WHEREAS, N.J.S.A. 40A:4-8 as amended by Chapter 259, Laws of 1995, provides that the budget may be ready by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body, conditioned that at least one week prior to the date of hearing a complete copy of the approved budget has been made available for public inspection; and

WHEREAS, the Governing Body of the Borough of Oceanport desires to read the 2023 Municipal Budget by title only at the time of the public hearing and adoption of said budget; and

WHEREAS, the Municipal Clerk of the Borough of Oceanport has caused the 2023 Municipal Budget to be posted in a public place in the Borough Hall of the Borough of Oceanport and on its website at least seven (7) days prior to the date of the public hearing; and

WHEREAS, said budget was made available to any person requesting to review same at least seven (7) days prior to the public hearing scheduled for the 2023 budget; and

WHEREAS, the Municipal Clerk, Jeanne Smith, has certified she has complied with N.J.S.A. 40A:4-8.1a and 1b. (copy of Certification below as Exhibit A);

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council shall read the 2023 Municipal Budget by its title only at the public hearing at the time of the adoption of the budget and hereby declares that the conditions set forth in N.J.S.A. 40A:4-8, Subsection 1.a and 1.b have been met therewith.

Exhibit A

CERTIFICATION

I, Jeanne Smith, Borough Clerk of the Borough of Oceanport do hereby certify that I have caused to be posted in the Borough Hall and on the Borough website a copy of the 2023 Municipal Budget at least seven days prior to the public hearing of May 18, 2023. I further certify that I have made the 2023 Municipal Budget available to any person requesting same at least seven days prior to the public hearing of May 18, 2023.

JEANNE SMITH
BOROUGH CLERK

ORDINANCE #1072**AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS FOR 2023 CALENDAR YEAR (N.J.S.A. 40A:4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.50% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Borough Council of the Borough of Oceanport in the County of Monmouth finds it advisable and necessary to increase its CY 2023 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Borough Council hereby determines that a 1.0 % increase in the budget for said year, amounting to \$78,278.04 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Oceanport, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2023 budget year, the final appropriations of the Borough of Oceanport shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$273,973.14 and that the CY 2023 municipal budget for the Borough of Oceanport be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

APPROVED ON FIRST READING

DATED: April 20, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: May 18, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ADOPTION OF MUNICIPAL BUDGET 2023**

**Resolution #2023-125
05/18/23**

BE IT RESOLVED by the Governing Body of the Borough of Oceanport, County of Monmouth, that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes of the sums therein as set forth as appropriations, and authorization of the amount of \$7,860,783.21 for municipal purpose levy, and \$347,891.00 for the open space trust fund levy.

SUMMARY OF CURRENT FUND REVENUES

1. General Revenues	
Surplus Anticipated	\$2,135,000.00
Miscellaneous Revenues Anticipated	2,714,112.35
Receipts from Delinquent Taxes	230,000.00
2. Amount to be Raised by Taxation for Municipal Purposes	7,860,783.21
TOTAL CURRENT FUND REVENUES	\$12,939,895.56

SUMMARY OF CURRENT FUND APPROPRIATIONS

5. General Appropriations:	
Within "CAPS"	
Operations Including Contingent	\$7,258,987.04
Deferred Charges and Statutory Expenditures - Municipal	910,150.00
Excluded from "CAPS"	
Operations - Total Operations Excluded from "CAPS"	520,281.07
Capital Improvements	1,090,000.00
Municipal Debt Service	2,623,113.59
Deferred Charges	8,363.86
Reserve for Uncollected Taxes	529,000.00
TOTAL CURRENT FUND APPROPRIATIONS	\$12,939,895.56

SUMMARY OF OPEN SPACE FUND REVENUES

1. Amount to be Raised by Taxation for Open Space Purposes	\$347,891.00
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TOTAL OPEN SPACE FUND REVENUES	\$347,891.00
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SUMMARY OF OPEN SPACE FUND APPROPRIATIONS

1. Debt Service	\$287,022.00
2. Reserve for Future Use	60,869.00

TOTAL OPEN SPACE FUND APPROPRIATIONS	\$347,891.00
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IT IS HEREBY CERTIFIED that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 18th day of May, 2023. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2023 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

JEANNE SMITH, RMC
BOROUGH CLERK

ORDINANCE #1073

BOND ORDINANCE PROVIDING FOR VARIOUS 2023 ROAD AND DRAINAGE IMPROVEMENTS, BY AND IN THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,802,700 AND AUTHORIZING THE ISSUANCE OF \$1,716,857 BONDS OR NOTES TO FINANCE PART OF THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Borough of Oceanport, in the County of Monmouth, State of New Jersey (the "Borough") as general capital improvements. For the said improvements or purposes stated in Section 3, there is hereby appropriated the sum of \$1,802,700, which appropriation is inclusive of an \$85,843 down payment for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). Said down payment is now available therefor by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$1,802,700 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$1,716,857 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Borough in a principal amount not exceeding \$1,716,857 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued, include, but are not limited to, Various Road And Drainage Improvements Throughout The Borough, Including, But Not Limited To, Improvements To Comanche Drive (Phase IV), Seneca Place, Shapen Way, River Street, Vreeland Place, Morris Place, Milton Avenue, Driveway And Nicholson Place, Which Improvements Shall Include, But Not Be Limited To, As Applicable, Excavation, Milling, Paving, Reconstruction And Boxing Out And Resurfacing Or Full Depth Pavement Replacement And, Where Necessary, The Sealing Of Pavement Cracks, And Associated Repairing And/Or Installation Of Curb, Curb Ramps, Sidewalks, Driveway Aprons, Resetting Of Utility Castings And Drainage Grates; Check Valve And Associated Drainage Improvements; Roadway Painting, Landscaping And Other Aesthetic Improvements.

(b) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as

applicable, all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto and all in accordance with the plans and specifications therefor on file in the Office of the Clerk of the Borough and available for public inspection and hereby approved.

(c) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$1,716,857.

(d) The aggregate estimated cost of said improvements or purposes is \$1,802,700, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the down payment available for said purposes in the aggregate amount of \$85,843.

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity, make a contribution or grant in aid to the Borough for the improvements and purposes authorized hereby and the same shall be received by the Borough prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth, and/or a private entity shall be received by the Borough after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the Borough, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Borough shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or

delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the Capital Fund of the Borough is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Fund capital budget and capital programs as approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs will be on file in the Office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the Borough may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 20.00 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Borough and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,716,857 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$360,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

SECTION 8. Unless paid from other sources, the full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. Unless paid from other sources, the obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation

as to rate or amount.

SECTION 9. The Borough hereby declares the intent of the Borough to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The Borough Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Borough Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Borough covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after final adoption, and approval by the Mayor, as provided by the Local Bond Law.

APPROVED ON FIRST READING

DATED: April 20, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: May 18, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor

ORDINANCE #1074**AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ADOPTING THE STATE UCC MECHANICAL CODE PURSUANT WITH N.J.A.C. 23-3.4(D)**

WHEREAS, the Borough of Oceanport has established a State Uniform Construction Code enforcing agency known as the Oceanport Uniform Construction Code Enforcement Agency pursuant with Ordinance #663 of the Borough of Oceanport; and

WHEREAS, the State Uniform Construction Code Enforcement Department proposed amendments to the Uniform Construction Code (UCC) which included establishment of a fee for a mechanical inspection performed by a mechanical inspector or a plumbing inspector in an existing structure of Use Group R-3 or R-5. A mechanical subcode technical section shall be completed, as appropriate, for work in an existing Use Group R-3 or R-5, and the fees shall be the same as established for that device under the plumbing subcode fees, except that no separate fee shall be charged for gas, fuel oil, or water-piping connections, including the bonding conductor (jumper), associated with the mechanical equipment inspected.

WHEREAS, the Borough of Oceanport wishes to adopt as part of its code provisions for mechanical permits required by N.J.A.C. 23-3.4(d),

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport that the State UCC Code concerning mechanical inspections pursuant with N.J.A.C. 23-3.4(d) are hereby adopted.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon final passage and publication in accordance with the law.

APPROVED ON FIRST READING

DATED: April 20, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: May 18, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor