



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • MAY 17, 2018

Regular Meeting

Maple Place School

7:00 PM

2 Maple Place, Oceanport, NJ 07757

- 1. Call to Order**
- 2. Statement of Compliance with Open Public Meetings Act:** *This meeting complies with the Open Public Meetings Act by notification on January 2, 2018 of this location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.*
- 3. Flag Salute**
- 4. Invocation**
- 5. Roll Call**
- 6. Administrators Report**
- 7. Consent Agenda**
 - #2018-82** 1. Resolution authorizing waiver of Budget Reading in Full
 - #2018-83** 2. Tax Collector's Annual Report for 2017
 - #2018-84** 3. Resolution Setting the Fees for 2018 Summer Action Camp
 - #2018-85** 4. Resolution for Reduction in Guarantees for RPM Development Group
 - #2018-86** 5. Resolution Appointments to Board & Committees
 - #2018-87** 6. Resolution Authorizing Refund for Overpayment, Block 8, Lot 13.01
 - #2018-88** 7. Resolution authorizing a contract with Shore BOE for Student Transportation
 - #2018-89** 8. Resolution authorizing payment of BILL LIST 05-17-2018
 - #2018-90** 9. Resolution authorizing permits for Facility Use
- 8. Minutes**
 1. Approval of the Workshop Minutes - April 5, 2018
 2. Approval of the Executive Session Minutes - April 5, 2018
 3. Approval of the Regular Meeting Minutes - April 19, 2018
- 9. Resolutions**
 - #2018-91** Resolution authorizing Purchase Sale Agreement - 222 Monmouth Blvd
- 10. First Reading Ordinances**
 - Introduction of Amendment to Flood Damage Prevention Ordinance
 - Introduction of Ordinance Amending Chapter 115 - Alcoholic Beverages
- 11. Second Reading & Public Hearing Ordinances**
 - #987** Ordinance Establishing a CAP Bank for CY2018
 - #988** 2018 Capital Bond Ordinance

12. 2018 MUNICIPAL BUDGET: PUBLIC HEARING

PUBLIC HEARING - Budget as Introduced April 19, 2018

#2018-92 Resolution Adopting the 2018 Municipal Budget

13. Committee Reports

1. Councilman Proto, Planning and Development Liaison
2. Council President Itrace, Finance and Administration Liaison
3. Councilman Gallo, Public Works and Engineering Liaison
4. Councilwoman Cooper, Health and Human Services Liaison
5. Councilman Solan, Public Safety Liaison
6. Councilman Deerin, Parks and Recreation Liaison

14. Mayor Coffey's Report**15. Petitions from the public****16. Adjournment**

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A WAIVER OF READING IN FULL THE 2018
MUNICIPAL BUDGET**

**Resolution #2018-82
05/17/18**

WHEREAS, the public hearing for 2018 Municipal Budget is scheduled for May 17, 2018; and

WHEREAS, the Governing Body of the Borough of Oceanport desires to read the 2018 Municipal Budget by title only at the time of the public hearing and adoption of said budget; and

WHEREAS, the Governing Body of the Borough of Oceanport has caused the 2018 Municipal Budget to be posted in a public place in the Borough Hall of the Borough of Oceanport and in the Free County Library 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 2018 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 2018 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 delivered to the Free County Library a copy of the 2018 Municipal Budget at least seven days prior to the public hearing of May 17, 2018. I further certify that I have made the 2018 Municipal Budget available to any person requesting same at least seven days prior to the public hearing of May 17, 2018.

JEANNE SMITH
BOROUGH CLERK

I certify that the foregoing Resolution #2018-82 was adopted by the Oceanport Governing Body at the Regular Meeting held May 17, 2018

JEANNE SMITH, RMC
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ACCEPTING THE TAX COLLECTOR'S ANNUAL UNAUDITED
REPORT**

**Resolution #2018-83
05/17/18**

WHEREAS, N.J.S.A. 54:4-91 requires that the Tax Collector shall submit an annual statement of receipts to the governing body.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Oceanport that the following Collector's Annual Report of Receipts for the Year Ending December 31, 2017, be hereby acknowledged and accepted as submitted.

**TAX COLLECTION OFFICE
FOR THE YEAR ENDING DECEMBER 31, 2017**

Monmouth Alliance-In Lieu of Taxes	\$ 1,232.00
Oceanport Assoc-In Lieu of Taxes	\$ 58,767.19
Return Check Fee	\$ 240.00
Interest	\$ 54,768.61
2018 Taxes Prepaid	\$ 1,847,669.47
2017 Taxes	\$ 21,714,567.09
2016 Taxes	\$ 247,996.75
Duplicate Bills	\$ 5.00
Cost of Advertising	\$ 1,874.81
Outside Liens Redeemed	\$ 183,236.88
Premium Collected from Tax Sale	\$ 163,200.00
6% Penalty	\$ 2,880.83
<u>Due to TRWRA</u>	<u>\$ 6,844.97</u>
Total	\$ 24,283,283.60

I certify that the foregoing Resolution #2018-83 was adopted by the Oceanport Governing Body at the Regular Meeting held May 17, 2018

JEANNE SMITH, RMC
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
SETTING THE FEES FOR 2018 SUMMER ACTION CAMP**

**Resolution #2018-84
05/17/18**

WHEREAS, each year the Borough of Oceanport and the Oceanport Recreation Program sponsors a summer "Action Camp", a playground-based program consisting of games, crafts and sports campers attending grades K to 7; and

WHEREAS, pursuant with Borough Code § 204-16(C), the fee for each year's program shall be set by resolution of the Borough Council; and

WHEREAS, the Parks and Recreation Committee has made a recommendation for the setting of fees for the 2018 session:

NOW THEREFORE BE IT RESOLVED, that the Borough Council hereby sets the fees for the 2018 Summer Action Camp as follows:

EARLY REGISTRATION May 1 - June 15	
Resident	\$190.00
Non-Resident	\$225.00
REGISTRATION AFTER June 15th	
Resident	\$215.00
Non-Resident	\$250.00

BE IT FURTHER RESOLVED that the Borough Clerk shall provide a copy of this resolution to the Recreation Coordinator and Chief Financial Officer.

I certify that the foregoing Resolution #2018-84 was adopted
by the Oceanport Governing Body at the Regular Meeting held
May 17, 2018

JEANNE SMITH, RMC
BOROUGH CLERK

From: [Oceanport Recreation](#)
To: [Jeanne Smith](#)
Cc: [Raymond Poerio](#)
Subject: Action Camp
Date: Monday, April 2, 2018 1:33:38 PM

Jeanne-
per the minutes of the February 2018 meeting. Here is our recommendation to Council for 12018 Action camp fees:

5/1/ to 6/15 \$190.00 per camper "early fee"
After 6/15 \$215 is regular price.

Joanne

Joanne G. Hunt

Recreation Coordinator

Borough of Oceanport

315 East Main Street

Oceanport, NJ 07757

Tel: 732.222.8221

Cell: 732.539.4226

Fax: 732.222.0904

**RESOLUTION OF THE BOROUGH OF OCEANPORT
MONMOUTH COUNTY, STATE OF NEW JERSEY
AUTHORIZING REDUCTION TO THE PERFORMANCE GUARANTEES
POSTED BY RPM DEVELOPMENT GROUP FOR BLOCK 110.02, LOT
1 ALSO KNOWN AS THE NORTH POST OFFICER'S HOUSING**

**Resolution #2018-85
05/17/18**

WHEREAS, RPM Development Group has requested a Reduction of the Performance Guarantee posted for RPM Development - North Post Officer's Housing located on Block 110.02, Lot 1, Borough of Oceanport; and

WHEREAS, the following Performance Guarantee is currently in place:

1. Cash Guarantee in the amount of \$79,356.54.
2. Surety Performance Bond in the amount of \$714,208.86

WHEREAS, Robert R. Keady, Jr., Conflict Engineer, T&M Associates, has reviewed and approved the reduction of the Performance Guarantee in a letter report dated April 23, 2018 in the following amount:

1. Reduction of the Performance Bond to not less than \$425,213.28
2. Reduction of the Cash Guarantee to not less than \$47,245.92

WHEREAS, the Borough Council of the Borough of Oceanport has considered the application and the report of the Borough's Conflict Engineer for this project;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Oceanport, County of Monmouth and State of New Jersey, that the Performance Guarantee is hereby reduced from \$714,208.86 to not less than \$425,213.28 in the form of a performance bond and the Cash Guarantee to not less than \$47,245.92.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to sign or issue any appropriate documentation to give effect to the within resolution.

I certify that the foregoing Resolution #2018-85 was adopted
by the Oceanport Governing Body at the Regular Meeting held
May 17, 2018

JEANNE SMITH, RMC
BOROUGH CLERK



YOUR GOALS. OUR MISSION.

OPRT-R0210

April 23, 2018

Via Email (jsmith@oceanportboro.com)

Jeanne Smith, Planning Board Secretary
Borough of Oceanport
315 E. Main Street
Oceanport, NJ 07757

**RE: Application #PB 2015-11
RPM Development – North Post
Block 110.02, Lot 1
Preliminary & Final Major Site Plan & Subdivision
Performance Bond Estimate – 2ND REVISED**

Dear Ms. Smith:

Attached is a copy of the Performance Guarantee Estimate – REVISED PER MLUL for the above referenced site plan and subdivision based on plans prepared by MidAtlantic Engineering Partners, consisting of thirty-two (32) sheets, dated March 6, 2015, last revised April 27, 2016.

Bonds are required to be posted as follows:

	<u>Cash</u>	<u>90% Surety</u>	<u>Inspection Fee</u>
• Performance Guarantee	\$47,245.92	\$425,213.28	\$34,092.33

Please note that the water and sanitary sewer work has not been included as they will not be Borough owned utilities.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

T&M ASSOCIATES

ROBERT R. KEADY, JR., P.E., C.M.E.
OCEANPORT BOROUGH SPECIAL PROJECTS ENGINEER

CLAIRE K. PETRUZZELLA, P.E., P.P., C.M.E.
PRINCIPAL ENGINEER

CKP:EST

c: Raymond T. Poerio, Borough Administrator (via email: rpoerio@oceanportboro.com)
Rick J. DeNoia, Esq., Board Attorney (via email: DeNoiaLaw@aol.com)
Brendan McBride, RPM Development, LLC, Applicant (via email: bmcbride@rpmdev.com)
James E. Berube, Jr., Applicant's Attorney (via email: jeb@jamesberubelaw.com)
Louis L. Zuegner IV, P.E., Applicant's Engineer (via email: llz@midlanticeng.com)

G:\Projects\OPRT\I0210\Correspondence\Smith_CKP_RPM North Post_Perf Bond Est_2nd Revised.docx

 11 TINDALL ROAD MIDDLETOWN, NJ 07748	PERFORMANCE GUARANTEE AND INSPECTION ESCROW ESTIMATE REVISED PER MLUL			
	TITLE:	RPM DEVELOPMENT NORTH POST		
		BLOCK 110.02	LOT 1	
	JOB NUMBER:	OPRT-I0210	AMOUNT:	\$288,130.50
	BY:	EST	APPLICANT: RPM DEVELOPMENT, LLC 77 PARK STREET MONTCLAIR, NJ 07042	
	DATE:	5/12/2016 REV 4/23/18		
	MUNICIPALITY:	BOROUGH OF OCEANPORT		

PRIVATE SITE IMPROVEMENTS (NOT BONDED)

No.	ITEM DESCRIPTION	QTY	UNIT	PRICE	COST
DEMOLITION AND SITE PREPARATION					
1	REMOVE CONCRETE SIDEWALK	1,570	LF	\$5.00	\$7,850.00
2	REMOVE EXISTING PAVEMENT	2,930	SY	\$4.00	\$11,720.00
3	GEOTEXTILE FABRIC	2,610	SY	\$2.00	\$5,220.00
ASPHALT AND CONCRETE WORK					
4	BITUMINOUS CONCRETE SURFACE COURSE, MIX I-2	102	TON	\$90.00	\$9,180.00
5	BITUMNOUS STAB. BASE COURSE, 4" THK	420	SY	\$21.60	\$9,072.00
6	DGA OR GRAVEL BASE COURSE, 6" THK.	420	SY	\$7.50	\$3,150.00
7	DGA OR GRAVEL BASE COURSE, 4" THK.	2460	SY	\$5.50	\$13,530.00
8	CONCRETE SIDEWALK, 4" THICK	4,170	SF	\$7.00	\$29,190.00
9	SURFACE CINDERS, 4" THICK	2,460	SY	\$5.00	\$12,300.00
STORM DRAINAGE					
10	PIPE, 15" RCP, CL III	65	LF	\$45.00	\$2,925.00
11	PIPE, 18" RCP, CL III	81	LF	\$50.00	\$4,050.00
SITE ITEMS					
12	FENCE, 6' HIGH CEDAR	145	LF	\$35.00	\$5,075.00
13	BENCH	18	EA	\$1,200.00	\$21,600.00
14	TRASH CAN	9	EA	\$250.00	\$2,250.00
LANDSCAPE AND LIGHTING					
15	SINGLE LIGHT, POLE MNTD.	10	EA	\$2,250.00	\$22,500.00
16	EASTERN REDBUD	11	EA	\$275.00	\$3,025.00
17	KOUSA DOGWOOD	27	EA	\$275.00	\$7,425.00
18	PLUM PUDDING CORAL BELLS	132	EA	\$9.00	\$1,188.00
19	HIDCOTE LAVENDER	30	EA	\$9.00	\$270.00
20	BLACK EYED SUSAN	44	EA	\$9.00	\$396.00
21	COMPACT INKBERRY HOLLY, 18"-24", CONT.	392	EA	\$45.00	\$17,640.00
22	VIOLET SAGE	15	EA	\$9.00	\$135.00
23	AUTUMN JOY STONECROP	80	EA	\$30.00	\$2,400.00
24	BLUE LYME GRASS	32	EA	\$9.00	\$288.00
25	STELLA D'ORO LILY	296	EA	\$10.00	\$2,960.00
26	OCTOBER GLORY MAPLE	12	EA	\$300.00	\$3,600.00
27	WILLOW OAK	2	EA	\$320.00	\$640.00
28	ARROW WOOD VIBURNUM, 3-4', B&B	22	EA	\$65.00	\$1,430.00
29	INSHRIACH PINK ASTILBE	116	EA	\$15.00	\$1,740.00
30	NORTHERN SEA OATS	12	EA	\$30.00	\$360.00
31	LITTLE BLUE STEM	81	EA	\$9.00	\$729.00
32	GREEN LIRIOPE	285	EA	\$15.00	\$4,275.00
33	BLOODGOOD LONDON PLANETREE	58	EA	\$250.00	\$14,500.00
34	BEARBERRY	56	EA	\$15.00	\$840.00
35	SWEETGUM	3	EA	\$200.00	\$600.00
36	NEW JERSEY TEA	24	EA	\$10.00	\$240.00
37	COMMON WINTERBERRY	8	EA	\$50.00	\$400.00
38	BLACKGUM	3	EA	\$200.00	\$600.00
39	ALLEGHENY SERVICEBERRY	28	EA	\$275.00	\$7,700.00
40	RED OAK	22	EA	\$375.00	\$8,250.00
41	BLACK WILLOW	2	EA	\$275.00	\$550.00
42	SUMMERSWEET	6	EA	\$40.00	\$240.00
43	VIRGINIA SWEETSPIRE	32	EA	\$45.00	\$1,440.00
44	CHERRY LAUREL	285	EA	\$50.00	\$14,250.00
SOIL EROSION CONTROL					
45	PERMANENT - TOPSOILING, 4" THICK	3,145	SY	\$4.00	\$12,580.00
46	PERMANENT - FERTILIZE AND SEED	3,145	SY	\$1.25	\$3,931.25
47	PERMANENT - STRAW MULCH, 1.5" THICK	3,145	SY	\$0.75	\$2,358.75
48	INLET PROTECTION	14	EA	\$125.00	\$1,750.00
49	SILT FENCE	4,350	LF	\$2.25	\$9,787.50
TOTAL PRIVATE SITE IMPROVEMENT COST =					\$288,130.50

Notes:

- EROSION/SLOPE CONTROL MEASURES TO BE OBSERVED BY THE DEVELOPER TO CONTROL SILTATION IN ACCORDANCE WITH THE FREEHOLD SOIL CONSERVATION DISTRICT CERTIFIED PLAN AND PROVISIONS OF THE SOIL EROSION AND SEDIMENT CONTROL ACT, AND/OR AS DIRECTED BY THE MUNICIPAL ENGINEER AT THE TIME OF CONSTRUCTION.
- ADDITIONAL DRAINAGE MAY BE REQUIRED AT THE TIME OF CONSTRUCTION DUE TO FIELD CONDITIONS OR AS DIRECTED BY THE MUNICIPAL ENGINEER.
- THIS ESTIMATE IS BASED ON PLANS TITLED "PRELIMINARY/ FINAL MAJOR SITE PLAN & SUBDIVISION FOR FORT MONMOUTH OFFICER'S HOUSING REDEVELOPMENT PLAN" PREPARED BY LOUIS L. ZUEGNER IV, P.E., DATED 3/6/15, LAST REVISED 4/27/16, CONSISTING OF 32 SHEETS.
- PURSUANT TO ASSEMBLY BILL 1425 (SENATE BILL 3233), PRIVATE SITE IMPROVEMENTS ARE NOT INCLUDED IN THE PERFORMANCE BOND AMOUNT, HOWEVER, THE PRIVATE SITE IMPROVEMENTS ARE ESTIMATED HEREIN FOR THE PURPOSES OF CALCULATING INSPECTION ESCROW.

 11 TINDALL ROAD MIDDLETOWN, NJ 07748	PERFORMANCE GUARANTEE AND INSPECTION ESCROW ESTIMATE REVISED PER MLUL							
	TITLE: RPM DEVELOPMENT NORTH POST							
	BLOCK 110 LOT 1							
	JOB NUMBER: OPRT-I0210				AMOUNT: \$472,459.20			
	BY: EST				APPLICANT: RPM DEVELOPMENT, LLC 77 PARK STREET MONTCLAIR, NJ 07042			
	DATE: 5/12/2016 <i>REV 4/23/18</i>							
MUNICIPALITY: BOROUGH OF OCEANPORT								

PUBLIC RIGHT-OF-WAY IMPROVEMENTS (BONDED)

No.	ITEM DESCRIPTION		QTY	UNIT	PRICE	COST	COMPLETE	BALANCE	AMOUNT
DEMOLITION AND SITE PREPARATION									
1	REMOVE CONCRETE SIDEWALK		5900	LF	\$5.00	\$29,500.00	0%	\$29,500.00	\$35,400.00
2	REMOVE EXISTING PAVEMENT		40	SY	\$4.00	\$160.00	0%	\$160.00	\$192.00
ASPHALT AND CONCRETE WORK									
3	BITUMINOUS CONCRETE SURFACE COURSE, MIX I-2		8	TON	\$90.00	\$720.00	0%	\$720.00	\$864.00
4	BITUMNOUS STAB. BASE COURSE, 4" THK		65	SY	\$21.60	\$1,404.00	0%	\$1,404.00	\$1,684.80
5	DGA OR GRAVEL BASE COURSE, 6" THK.		65	SY	\$7.50	\$487.50	0%	\$487.50	\$585.00
6	CONCRETE CURB, 6"x8"x18"		22	LF	\$20.00	\$440.00	0%	\$440.00	\$528.00
7	CONCRETE SIDEWALK, 4" THICK		13,480	SF	\$7.00	\$94,360.00	0%	\$94,360.00	\$113,232.00
8	CONCRETE PAD/APRON, REINFORCED, 6" THICK		2,155	SF	\$10.00	\$21,550.00	0%	\$21,550.00	\$25,860.00
SITE ITEMS									
9	TRAFFIC SIGN		17	EA	\$250.00	\$4,250.00	0%	\$4,250.00	\$5,100.00
10	DETECTABLE WARNING SURFACE		48	SF	\$35.00	\$1,680.00	0%	\$1,680.00	\$2,016.00
11	TRAFFIC STRIPING, 4" WIDE		1,365	LF	\$1.00	\$1,365.00	0%	\$1,365.00	\$1,638.00
12	TRAFFIC STRIPING, 24" WIDE		210	LF	\$4.00	\$840.00	0%	\$840.00	\$1,008.00
13	TRAFFIC MARKINGS		33	EA	\$100.00	\$3,300.00	0%	\$3,300.00	\$3,960.00
SURVEY & MONUMENTATION									
14	MONUMENTS W/ENGINEERING		34	EA	\$250.00	\$8,500.00	0%	\$8,500.00	\$10,200.00
LANDSCAPE AND LIGHTING									
15	SINGLE LIGHT, POLE MNTD.		83	EA	\$2,250.00	\$186,750.00	0%	\$186,750.00	\$224,100.00
16	EASTERN REDBUD		2	EA	\$275.00	\$550.00	0%	\$550.00	\$660.00
17	COMPACT INKBERRY HOLLY, 18"-24", CONT.		6	EA	\$45.00	\$270.00	0%	\$270.00	\$324.00
18	STELLA D'ORO LILY		6	EA	\$10.00	\$60.00	0%	\$60.00	\$72.00
SOIL EROSION CONTROL									
19	PERMANENT - TOPSOILING, 4" THICK		1,950	SY	\$4.00	\$7,800.00	0%	\$7,800.00	\$9,360.00
20	PERMANENT - FERTILIZE AND SEED		1,950	SY	\$1.25	\$2,437.50	0%	\$2,437.50	\$2,925.00
21	PERMANENT - STRAW MULCH, 1.5" THICK		1,950	SY	\$0.75	\$1,462.50	0%	\$1,462.50	\$1,755.00
22	CONSTRUCTION ENTRANCE		360	SY	\$30.00	\$10,800.00	0%	\$10,800.00	\$12,960.00
23	INLET PROTECTION		14	EA	\$125.00	\$1,750.00	0%	\$1,750.00	\$2,100.00
24	SILT FENCE		550	LF	\$2.25	\$1,237.50	0%	\$1,237.50	\$1,485.00
						TOTAL=	\$381,674.00		
SAFETY AND STABILIZATION GUARANTEE									
25	SAFETY AND STABILIZATION		1	LS	\$12,042.00	\$12,042.00	0%	\$12,042.00	\$14,450.40
						TOTAL PUBLIC RIGHT-OF-WAY IMPROVEMENTS =	\$393,716.00	\$393,716.00	\$472,459.20
							10% CASH PORTION =	\$47,245.92	
							90% BOND PORTION =	\$425,213.28	

TOTAL PRIVATE SITE IMPROVEMENT COST = \$288,130.50

TOTAL PUBLIC RIGHT-OF-WAY IMPROVEMENT COST= \$393,716.00

5% INSPECTION ESCROW* = \$34,092.33

*CALCULATION OF INSPECTION ESCROW BASED ON BOTH PRIVATE AND PUBLIC IMPROVEMENT COST

- Notes:
- 1. EROSION/SLOPE CONTROL MEASURES TO BE OBSERVED BY THE DEVELOPER TO CONTROL SILTATION IN ACCORDANCE WITH THE FREEHOLD SOIL CONSERVATION DISTRICT CERTIFIED PLAN AND PROVISIONS OF THE SOIL EROSION AND SEDIMENT CONTROL ACT, AND/OR AS DIRECTED BY THE MUNICIPAL ENGINEER AT THE TIME OF CONSTRUCTION.
 - 2. ADDITIONAL DRAINAGE MAY BE REQUIRED AT THE TIME OF CONSTRUCTION DUE TO FIELD CONDITIONS OR AS DIRECTED BY THE MUNICIPAL ENGINEER.
 - 3. THIS ESTIMATE IS BASED ON PLANS TITLED "PRELIMINARY/ FINAL MAJOR SITE PLAN & SUBDIVISION FOR FORT MONMOUTH OFFICER'S HOUSING REDEVELOPMENT PLAN" PREPARED BY LOUIS L. ZUEGNER IV, P.E., DATED 3/6/15, LAST REVISED 4/27/16, CONSISTING OF 32 SHEETS.
 - 4. PURSUANT TO ASSEMBLY BILL 1425 (SENATE BILL 3233), PRIVATE SITE IMPROVEMENTS ARE NOT INCLUDED IN THE PERFORMANCE BOND AMOUNT, HOWEVER, THE PRIVATE SITE IMPROVEMENTS ARE ESTIMATED HEREIN FOR THE PURPOSES OF CALCULATING INSPECTION ESCROW.

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

**Resolution #2018-86
05/17/18**

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:

HISTORICAL COMMITTEE

Debra Sharkey
Nadine Jeffrey

One-year unexpired term ending 12/31/2018
One-year unexpired term ending 12/31/2018

I certify that the foregoing Resolution #2018-86 was adopted
by the Oceanport Governing Body at the Regular Meeting held
May 17, 2018

JEANNE SMITH, RMC
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REFUND FOR OVERPAYMENT OF
PROPERTY TAXES
BLOCK 8, LOT 13.01 ALSO KNOWN AS 88 IROQUOIS AVENUE**

**Resolution #2018-87
05/17/18**

WHEREAS, the following property is due a refund due to an overpayment from the property owner; 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 due to a double payment from the property owner as follows:

Block 8 Lot 13.01	Robert & Lisa Sussman	2018	\$3,334.73
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I certify that the foregoing Resolution #2018-87 was adopted
by the Oceanport Governing Body at the Regular Meeting held
May 17, 2018

JEANNE SMITH, RMC
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING INTER-LOCAL SERVICES CONTRACT WITH SHORE
REGIONAL BOARD OF EDUCATION FOR THE TRANSPORTATION
OF STUDENTS**

**Resolution #2018-88
05/17/18**

BE IT RESOLVED, by the Governing Body of the Borough of Oceanport that an Agreement between the Shore Regional Board of Education and the Borough of Oceanport, for transportation of high school students residing in the Borough of Oceanport for the 2017-2018 school year at a cost of \$23,336, be and the same is hereby approved and confirmed; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute said agreement on behalf of the Borough of Oceanport.

CERTIFICATION OF FUNDS

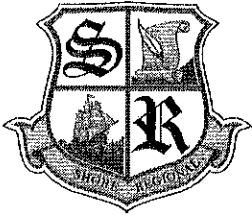
As required by N.J.A.C. 5:34-5.1 et. seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify sufficient funds are available in Account #01-201-29-405-201 for the stated purpose subject to adoption of the 2018 budget



Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2018-88 was adopted by the Oceanport Governing Body at the Regular Meeting held May 17, 2018

JEANNE SMITH, RMC
BOROUGH CLERK



Shore Regional High School District

Monmouth Beach – Oceanport – Sea Bright – West Long Branch

Corey J. Lowell, SFO
School Business Administrator

132 Monmouth Park Highway
West Long Branch, New Jersey 07764-1396

August 31, 2017

RECEIVED

Katie LaPorta, CMFO
Borough of Oceanport
315 E. Main St.
Oceanport, New Jersey 07757

SEP 18 2017

Re: Courtesy busing transportation contract 2017-2018 school year

BOROUGH OF OCEANPORT
By: _____

Dear Ms. LaPorta:

Enclosed please find the contract and listing of students for the transportation of non-remote students to Shore Regional High School for the 2017-2018 school year.

Please sign both copies of the contract and return one copy to Shore Regional.

Sincerely,

Corey J. Lowell, SFO
Business Administrator/Board Secretary

Enclosures

Working in collaboration with all stakeholders, we pursue a shared vision of a high quality regional high school that puts *students first*.

Our mission of the Shore Regional High School District is to produce altruistic graduates who are lifelong learners, equipped with unlimited capacity to compete in a superior manner.

"Students First"

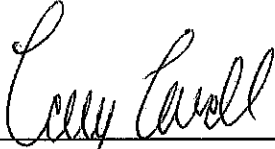
The Board of Education of Shore Regional High School District in the county of Monmouth (hereinafter "Shore"), and the Borough of Oceanport, in the county of Monmouth (hereinafter "Oceanport"), hereby agree that:

1. Shore will transport pupils who reside in Oceanport, New Jersey and attend Shore Regional High School along or adjacent to routes hereinafter described to and from places hereinafter specified, every school day from September 1, 2017 to June 30, 2018, said dates comprising the 2017-2018 school year.
2. Shore shall be paid by Oceanport the sum herein described for three (3) routes as shown on Exhibit O-1, annexed hereto and made a part hereof. All buses will complete the morning run and transport the students to SHore Regional at or before 7:30 a.m.. All buses will return the students to their homes at the end of each school day upon dismissal at 2:25 p.m.
3. Oceanport agrees that if Shore fully performs the services required herein, it will pay to Shore on an annual contract the sum of \$23,336 payable in four (4) installments as follows: \$5,834 payable on or before December 1, 2017; \$5,834 payable on or before February 1, 2018; \$5,834 payable on or before April 1, 2018; and \$5,834 payable on or before June 1, 2018.
4. It is understood that the \$23,336 Figure in paragraph 3 is the expected and maximum cost to be paid by Oceanport for the time indicated in paragraph 1 herein. It is explicitly understood that the figure of \$23,336 may decrease as a result of the lack of need for the number of buses indicated once the school year begins. Should that occur, Shore will recalculate the cost and provide a prorated reduction for the balance of the year, which shall be given in the form of reduced payments for the remaining payment due under this contract. Oceanport understands that there will be no decrease unless there is a cost reduction to Shore.
5. Shore does hereby agree to provide transportation to all Oceanport students covered under this contract attending Shore Regional High School unless the student chooses to provide his/her own method of transportation.
6. Shore will provide the necessary buses during the contract period as well as qualified bus drivers for the designated routes.
7. Shore will be responsible for the maintenance of the buses with no additional cost to Oceanport.
8. There will be no changes in the bus routes without mutual consent of Shore and Oceanport.

9. The individual bus stops will be established by Shore and will be adjusted as needed.
10. The failure of one party to this contract to comply with the provisions hereof shall constitute good cause for its termination by other party to it.
11. Payment from Oceanport to Shore shall be made upon submission of vouchers by Shore in the ordinary course and consistent with the payment terms set forth in paragraph 3 herein.

IN WITNESS WHEREOF, the parties have duly signed this contract this 14th
Day of September, 2018. 1 (P)

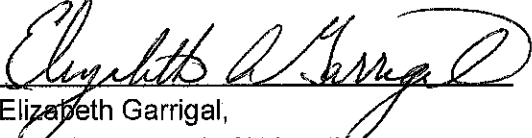
The Board of Education of Shore Regional High School District in the County of Monmouth.



Corey Lowell,
School Business Administrator/Board Secretary

9/14/17

Date



Elizabeth Garrigal,
President, Board of Education

9/14/17

Date

Jeanne Smith
Borough Clerk

Date

Jay Coffey
Mayor, Oceanport

Date

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING
PAYMENT OF BILL LIST FOR MAY 17, 2018**

**Resolution #2018-89
05/17/18**

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of May 17, 2018.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list dated May 17, 2018 totaling \$315,272.69.

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

I certify that the foregoing Resolution #2018-89 was adopted by the Oceanport Governing Body at the Regular Meeting held May 17, 2018

JEANNE SMITH, RMC
BOROUGH CLERK

**BOROUGH OF OCEANPORT
BILL LIST****17-May-18**

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$120,907.92 9TH PAY \$223.74 DCRP
CAPITAL TRUST TOTAL	\$3,334.75
DOG REGISTRY TOTAL	\$0.00
TRUST OTHER TOTAL	\$425.00
ESCROW TRUST TOTAL	\$3,328.97
OPEN SPACE TRUST TOTAL	\$873.60
SUI	\$0.00
2017 VOUCHERS PAID THIS MEETING	\$2,393.29
2018 VOUCHERS PAID THIS MEETING	\$183,785.42
TOTAL	\$315,272.69

I CERTIFY THAT THE ABOVE ITEMS ARE TRUE AND CORRECT AS PRESENTED
TO THE MAYOR AND COUNCIL FOR PAYMENT



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

From 05/01/2018 to 05/31/2018 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
5/09/2018	872			01-201-23-210-200-2	WORKMAN'S COMPENSATION	54,576.42		
				01-201-23-210-200-1	MMJIF	51,188.45		
					MONMOUTH MUNICIPAL JIF		105,764.87	01-101-01-000-011
5/10/2018	932			01-201-26-305-201	SOLID WASTE	14,141.68		
				01-201-26-306-201	RECYCLING COLLECTION 5/18	2,833.32		
					SUBURBAN DISPOSAL		16,975.00	01-101-01-000-011
5/10/2018	931			01-201-31-465-201	DISPOSAL, RECYCLING & ROLL-OFF CONTAINER	17,983.45		
				01-201-31-465-201	NJ Recycling Enhancement Act Fee	641.28		
					SUBURBAN DISPOSAL		18,624.73	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				141,364.60
01-201-23-210-200-1	MMJIF		51,188.45		
01-201-23-210-200-2	WORKMEN'S COMPENSATION		54,576.42		
01-201-26-305-201	SANITATION-TRASH REMOVAL		14,141.68		
01-201-26-306-201	OTHER EXPENSES		2,833.32		
01-201-31-465-201	SANITATION DUMPING FEES		18,624.73		
MAY TOTALS (FOR RANGE):			141,364.60		141,364.60
		=====	=====	=====	=====

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				141,364.60
01-201-23-210-200-1	MMJIF		51,188.45		
01-201-23-210-200-2	WORKMEN'S COMPENSATION		54,576.42		
01-201-26-305-201	SANITATION-TRASH REMOVAL		14,141.68		
01-201-26-306-201	OTHER EXPENSES		2,833.32		
01-201-31-465-201	SANITATION DUMPING FEES		18,624.73		
TOTALS (FOR RANGE):			141,364.60		141,364.60
		=====	=====	=====	=====

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
Current Fund			
1002 - ACACIA FINANCIAL GROUP	PO 877 PREFESSIONAL SERVICES	1,657.50	1,657.50
1010 - AHERN BLUEPRINTING, INC	PO 897 COPY SERVICE	9.84	9.84
1017 - AMERICAN WEAR, INC	PO 883 APRIL UNIFORM RENTAL	236.60	236.60
1023 - ATLANTIC PRINTING&GRAPHICS LLC	PO 981 MAY/JUNE NEWSLETTER	950.00	950.00
1029 - BEATRIZ C CRANEY	PO 957 INTERPRETING - PORTUGUESE & SPANISH	385.00	385.00
1032 - BOB JENSEN PLUMBING, INC	PO 854 PLUMBING REPAIRS	130.00	130.00
1402 - BROADCAST MICROWAVE SERVICES	PO 99 REPLACEMENT KEYBOARD UNIT 8; OLD P	264.00	264.00
1042 - C&S ELECTRICAL CONTRACTOR, INC	PO 881 STREET LIGHT REPAIR - ISELIN LANE	186.75	186.75
1043 - CANON SOLUTIONS AMERICA	PO 816 COPIER SERVICE - APRIL, BOROUGH HAL	65.15	65.15
1044 - CAROL SMITH	PO 935 1st Quarter 2018 cell phone reimbur	45.00	45.00
1056 - COAST CITIES EQUIPMENT, INC	PO 876 INSPECTIONS FOR TRUCKS	337.50	337.50
1057 - COMCAST (MODEM @ 222 MONMOUTH)	PO 930 POLICE - CALL FORWARDING	87.71	87.71
1062 - CONSTELLATION NEW ENERGY, INC	PO 938 STREET LIGHTING	985.47	985.47
1069 - CRYSTAL SPRINGS	PO 919 OLD PO #17-00162; CRYSTAL SPRINGS	74.74	74.74
1076 - DEMETRIO ZARATE	PO 934 1st Quarter 2018 cell phone reimbur	45.00	45.00
1446 - DIRECT ENERGY BUSINES	PO 963 21 MAIN - HOOK & LADDER	315.54	315.54
1099 - EUROFINS QC INC	PO 793 GROUND WATER TESTING	195.50	195.50
1471 - FELICIA HINDS	PO 687 RESOLUTION #2017 181	2,393.29	2,393.29
1109 - FMERA	PO 960 BLDG 282 - ELECTRIC & WATER	1,091.15	
	PO 980 ELECTRIC/WATER - DPW	608.03	
	PO 959 STREET & TRAFFIC LIGHTS - ROUTE 537	273.26	1,972.44
1428 - JERSEY AUTO SPA CAR WASH	PO 874 ANNUAL CAR WASH CONTRACT	450.00	450.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 958 STREET LIGHTS	4,025.23	4,025.23
1154 - JOANNE HUNT	PO 936 1st Quarter 2018 cell phone reimbur	45.00	45.00
1164 - KEMPTON FLAGS LLC	PO 901 5 US Polyester 5 x 8 Flags	281.70	281.70
1182 - LAURA McCRAE	PO 950 BULLETIN - MAY & JUNE	425.00	425.00
1185 - LAWES COAL CO INC	PO 903 DRIVER DISC 7 SHEAR BOLT KIT & LABO	80.20	80.20
1197 - MAX LOPEZ	PO 933 1st Quarter 2018 cell phone reimbur	45.00	45.00
1474 - MID-ATLANTIC LEEDS	PO 843 LAW ENFORCEMENT EXECUTIVE DEVELOPME	700.00	700.00
1214 - MON COUNTY TRAFFIC OFFICERS	PO 925 Annual Fee for traffic officers Res	35.00	35.00
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 152 SALT & BRINE 12/13 & 12/15; OLD R7	3,590.58	
	PO 794 TREATED SALT	3,344.84	
	PO 865 SALT AND BRINE FOR 3/20-3/21	3,774.84	10,710.26
1228 - MONMOUTH COUNTY TREASURER	PO 791 SHREWSBURY FLOOD WARNING SYSTEM SER	1,500.00	1,500.00
1232 - MONMOUTH MUNICIPAL JIF	PO 872 MMJIF INSURANCE	105,764.87	105,764.87
1480 - MONMOUTH TRUCK EQUIPMENT	PO 866 OIL FOR PLOW 273-4	33.00	33.00
1241 - NAPA AUTO PARTS (#15456)	PO 868 SUPPLIES FOR TRUCKS & PARKS	111.90	111.90
1244 - NICHOLAS H. TEETELLI	PO 948 FEMA/GRANT CONSULTING APRIL	1,560.00	1,560.00
1251 - NJ NATURAL GAS CO	PO 967 GAS SERVICE FOR VARIOUS LOCATIONS	2,401.47	2,401.47
1275 - PITNEY BOWES GLOBAL FINANCIAL	PO 458 LEASE OF DIGITAL MAILING SYSTEM	423.99	423.99
1279 - PL CUSTOM BODY & EQUIPMENT INC	PO 817 AUTO EJECT COVER	41.00	41.00
1284 - POWERHOUSE SIGNWORKS	PO 884 EASTER BANNER	460.00	460.00
1286 - PRO JANITORIAL SERVICES, LLC	PO 941 CLEANING SERVICES FOR APRIL 2018	1,898.26	1,898.26
1292 - R & J CONTROL INC.	PO 859 PREVENTIVE MAINTENANCE ON EMERGENCY	736.97	736.97
1308 - ROTO-ROOTER	PO 858 SEWER PIPE SERVICE	242.00	242.00
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 878 CLEAN BLUE STONE	152.50	152.50
1326 - SIP'S PAINT	PO 867 HOSE ADAPTERS FOR GARDEN HOSES	14.77	14.77
1337 - SUBURBAN DISPOSAL	PO 932 SOLID WASTE & RECYCLING	16,975.00	
	PO 931 DISPOSAL FEE & RECYCLING & CONTAIN	18,624.73	35,599.73
1346 - THE ARNETTE LAW FIRM LLC	PO 953 ATTORNEY FEES FOR APRIL 2018	6,045.00	6,045.00
1356 - TOWNSHIP OF MANALAPAN	PO 888 SUMMER'S END 2018	750.00	750.00
1387 - VERIZON	PO 968 732-389-9801 OEM	230.60	230.60
1388 - VERIZON WIRELESS	PO 956 FIRST AID AIR CARD	292.59	
	PO 955 POLICE WIRELESS	366.32	658.91
1392 - W.B. MASON CO, INC	PO 870 SUPPLIES FOR VARIOUS DEPT.	419.32	419.32
Capital Fund			
1138 - HALE TRAILER BRAKE & WHEEL INC	PO 905 OFFICE TRAILER FOR 900 MURPHY	340.00	340.00
1157 - JOHNNY ON THE SPOT INC	PO 906 DPW TRAILER - 900 MURPHY	90.00	
	PO 849 DPW TRAILER - 900 MURPHY - PORTA WA	199.50	
	PO 880 TRAILER - 900 MURPHY	92.00	381.50
1195 - MASER CONSULTING, P.A.	PO 949 CONSTRUCTION OVERSIGHT; OLD PO #17-	501.75	
	PO 937 OLD PO#17-01072; DEMOLITION OVERSIG	2,111.50	2,613.25
DOG TRUST FUND			
1445 - Monmouth County SPCA	PO 790 Animal Control Services for MARCH 2	425.00	425.00
OPEN SPACE TRUST			
1157 - JOHNNY ON THE SPOT INC	PO 820 MARIA GATTA PARK - HANDICAP RESTROO	291.20	

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
	PO 896 MARIA GATTA PARK - RESTROOMS - Dece	291.20	
	PO 895 Maria Gatta Park - Restrooms - Apri	291.20	873.60
	DEVELOPERS ESCROW TRUST		
1340 - T&M ASSOCIATES	PO 952 RPM NORTH POST; CATALOG #7764520217	866.25	
	PO 951 RPM SOUTH POST; CATALOG #7764520217	2,462.72	3,328.97
TOTAL			194,141.03

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	186,178.71
01-113-04-000-026	TAX SALE PREMIUMS			2,000.00	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	1,885.29			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	1,665.04			
01-201-20-155-200	LEGAL SERVICES OE	6,045.00			
01-201-22-195-200	CONSTRUCTION CODE OE	198.13			
01-201-23-210-200	INSURANCE PREMIUMS OTHER	105,764.87			
01-201-25-240-200	POLICE OE	1,827.16			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	1,500.00			
01-201-25-260-200	FIRST AID ORGANIZATION OE	333.59			
01-201-26-300-271	REPAIRS	80.20			
01-201-26-300-273	SUPPLIES	312.17			
01-201-26-300-281	UNIFORM RENTAL	236.60			
01-201-26-300-282	SALT & SAND	7,119.68			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	14,141.68			
01-201-26-306-200	RECYCLING OE	2,833.32			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	2,179.96			
01-201-26-310-252	REPAIRS & EQUIPMENT	1,633.22			
01-201-27-331-200	SUPERSTORM SANDY	1,560.00			
01-201-27-335-300	WATER WATCH COMMITTEE-OTHER	195.50			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	460.00			
01-201-31-430-201	JCPL-Buildings	1,280.08			
01-201-31-430-203	TELEPHONE	498.31			
01-201-31-430-204	New Jersey American Water	419.10			
01-201-31-430-205	NATURAL GAS	2,717.01			
01-201-31-430-207	STREET LIGHTING	5,283.96			
01-201-31-465-200	SANITATION DUMPING FEES	18,624.73			
01-201-43-490-200	MUNICIPAL COURT OE	386.24			
01-203-25-240-200	(2017) POLICE OE		264.00		
01-203-26-300-200	(2017) STREETS & ROADS OTHER EXPENSES		3,590.58		
01-203-28-371-200	(2017) PARKS AND PLAYGROUNDS OE		750.00		
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			393.29	
TOTALS FOR	Current Fund	179,180.84	4,604.58	2,393.29	186,178.71
04-101-01-100-011	CAPITAL CASH - TD			0.00	3,334.75
04-215-55-470-000	2016 ROAD & DRAINAGE IMPROVEMENT ORD 965			501.75	
04-215-55-474-000	MUNICIPAL COMPLEX ORD #970			2,833.00	
TOTALS FOR	Capital Fund	0.00	0.00	3,334.75	3,334.75
05-101-00-100-011	CASH - TD			0.00	425.00
05-270-00-500-020	RESERVE FOR EXPENDITURES			425.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	425.00	425.00
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	873.60
06-270-00-500-020	RESERVE FOR OPEN SPACE			873.60	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	873.60	873.60

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	3,328.97
61-270-55-600-205	RES.FOR DEV.ESCROW			3,328.97	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	3,328.97	3,328.97

Total to be paid from Fund 01 Current Fund	186,178.71
Total to be paid from Fund 04 Capital Fund	3,334.75
Total to be paid from Fund 05 DOG TRUST FUND	425.00
Total to be paid from Fund 06 OPEN SPACE TRUST	873.60
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	3,328.97
	=====
	194,141.03

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING USE OF BOROUGH ATHLETIC FACILITIES**

**Resolution #2018-90
05/17/18**

WHEREAS, the Parks and Recreation Committee has recommended the following group(s) be approved for use of a Borough athletic facility as follows:

Ryne Olsen

WHEREAS, as required by ordinance the Borough Council has considered the recommendations of said committee.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council that facility usage by the aforementioned group(s) is hereby approved on the dates, fields and times so indicated on the application(s) submitted.

I certify that the foregoing Resolution #2018-90 was adopted
by the Oceanport Governing Body at the Regular Meeting held
May 17, 2018

JEANNE SMITH, RMC
BOROUGH CLERK

**BOROUGH OF OCEANPORT****MAYOR & COUNCIL****MINUTES • APRIL 5, 2018****Workshop****Maple Place School****7:00 PM****2 Maple Place, Oceanport, NJ 07757**

- I. **Meeting Called to Order:** Mayor Coffey called the meeting to order at 7:03 p.m.
- II. **Statement of Compliance with Open Public Meeting Act:** Mayor Coffey gave the Statement of Compliance with the Open Public Meetings Act: "Adequate notice of this meeting has been provided by notice to the Asbury Park Press and The Link News on January 2, 2018, and by the posting of same on the municipal bulletin board and Borough Web Site."
- III. **Flag Salute:** Mayor Coffey led the audience and members of the Council in the flag salute.
- IV. **Invocation:** Borough Chaplain Stacy Deering gave the invocation
- V. **Roll Call:**

Attendee Name	Title	Status	Exited
Patty Cooper	Councilwoman	Remote	8:29 pm
William Deerin	Councilman	Present	
Richard Gallo	Councilman	Absent	
Joseph A. Irace	Council President	Present	
Robert Proto	Councilman	Present	
Stephen Solan	Councilman	Present	
Jay Coffey	Mayor	Present	
Jeanne Smith	Borough Clerk	Present	
Raymond Poerio	Borough Administrator	Present	
Scott Arnette	Board Attorney	Present	

VI. **Executive Session:**

#2018-072 Resolution authorizing an Executive Session

Litigation, Negotiations and the Attorney Client Privilege N.J.S.A. 10:4-12(b)(7)

Interlocal Services/Borough of Shrewsbury

Senate Bill 848 and Two Rivers Water Reclamation Authority - *Added on Late*

Sale of 222 Monmouth Boulevard

At 7:08 PM, the Mayor asked for a motion to approve **Resolution #2018-72**, authorizing Council to enter Executive Session to discuss Interlocal Services/Borough of Shrewsbury and to move the second Executive session items to the first session with no objections.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Stephen Solan, Councilman
SECONDER:	William Deerin, Councilman
AYES:	Cooper, Deerin, Irace, Proto, Solan
ABSENT:	Gallo

At 7:42 PM, Council returned from Executive Session and the regular meeting was reopened on a motion by Councilman Solan, seconded by Councilman Deerin and approved by Council.

VII. Payment of Bills:

1. Resolution Authorizing Payment of Bill List - April 5, 2018

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Stephen Solan, Councilman
SECONDER:	Joseph A. Irace, Council President
AYES:	Cooper, Deerin, Irace, Proto, Solan
ABSENT:	Gallo

VIII. Resolutions:

1. Resolution approving Special Event Permit for Triumphant Life Carnival

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	William Deerin, Councilman
SECONDER:	Stephen Solan, Councilman
AYES:	Cooper, Deerin, Irace, Proto, Solan
ABSENT:	Gallo

IX. Administrator's Report:

1. Tax Collector's Annual Report for 2017
2. Resolution awarding a Contract for Cleaning Services
3. Workshop Minutes 03-01-2018
4. Regular Meeting Minutes 03-15-2018

Mr. Poerio asked if there were any questions on the items for consent. Council President Irace asked if the contract for cleaning services was lower than last year and was told yes, about \$2-3,000.

X. Discussion Items:

1. Fort Monmouth Plan Amendment #10 (Eatontown)

Mr. Poerio included FMERA Plan Amendment #10 for discussion and requested guidance regarding submission of plan amendments to Borough professionals for review, thereby incurring fees. If the Amendment does not affect Oceanport, Mr. Poerio asked if that practice should be continued. Council President Irace stated that traditionally, Oceanport has supported the host community's position. Mr. Poerio suggested that internal review by Council, Planning Board, etc. continue for all Amendments. If the Amendment affects Oceanport, the professionals will be consulted.

2. 2018 Capital & Municipal Budgets

Mr. Poerio provided binders with preliminary Capital and Municipal Budgets to Mayor and Council. He explained that he would forward the Finance Committee's budget to the auditor for a final draft, prepare a final bond ordinance and be ready for introduction at the next meeting. There was a lengthy discussion regarding the preparation of the budget, questions

concerning why the operating budget layout did not show recommendations by Administration and the Finance Committee side by side like the Capital budget had, information provided in the budget binders and the document provided for the public not including that information. There was further discussion regarding the process for budget preparation and providing information on budget surplus and comparisons of the Administration's recommendations and the Finance Committee's recommendations.

Mayor Coffey advised that Council President Irace had requested written procedures for budget preparation. The Mayor explained that the Borough's bylaws do not address the duties and obligations of the Borough Administrator. He explained the past processes and proposals for a new process. Mayor Coffey expressed his opinion and described a process that he would prefer. There was additional discussion regarding preparation by the BA & CFO with and without the Finance Committee. Council President Irace and Mr. Poerio had discussion regarding departmental requests. Councilman Proto suggested the Finance Committee and BA work in conjunction to prepare the budget for presentation. Councilman Proto pointed out the financial challenges facing the Borough from federal and state levels, the proposed new school building, Monmouth Park's tax appeal and Ft. Monmouth. Councilman Proto explained his opinion of the budget and budget preparation process as a member of the Finance Committee. Mayor Coffey commented that the Borough needs to look at the future and plan for the future financially. There was discussion regarding including items in the capital budget vs. the municipal budget and issuance of bonds for items having useful life less than the debt payoff for same. Mayor Coffey suggested memorializing the budget process. There was discussion regarding Monmouth Park's tax appeal and residential tax appeals and whether funds should be included in the budget to account for appeals. Council President Irace and Mr. Poerio discussed the number of Borough employees and cost for each. Mayor Coffey discussed the need to update the Borough's personnel policies and procedures manual, Borough bylaws and ordinances.

3. Resolution urging a change in the classification of marijuana

Councilman Proto discussed his desire to pass the resolution urging Congress to change the classification of marijuana to a Schedule I to a Schedule II drug which would provide for medicinal marijuana to be sold in pharmacies. He supported the sale of medical marijuana in pharmacies and urged Council to approve the resolution at the next meeting to which there were no objections.

- XI. **Mayor's Report:** Mayor Coffey advised he attended a FMERA meeting 2 weeks ago and stated that a lot of items in the Oceanport section are moving toward closing. Barker Circle is becoming more of a reality, and it will not be single room occupancy. The Dance Hall closed, the Fitness Center is under construction and could open in November. Mayor Coffey noted the Triumphant Life Church is hosting a carnival from April 11 through 15.
- XII. **Petitions from the Public:** Mayor Coffey then opened the meeting to anyone from the public who wished to be heard.

Jeff Oakes, 60 Pemberton Ave., stated his opinion that the resolution to move marijuana from Schedule I to Schedule II was insufficient. He described the benefits of marijuana as a naturally grown plant. He stated that the proposed resolution, if approved, in effect recognizes the medical value of cannabis. He discussed the change in the State's position regarding legislation about marijuana, grow facilities and dispensaries. Mr. Oakes suggested the Borough needs to change its thinking to address a new industry that will bring jobs,

stabilize real estate investments and help sick people. He encouraged compassion and learning more about the benefits of cannabis. He suggested following the lead of Fair Haven and other municipalities, where they have accepted medical marijuana into their community.

Ron Sickler, 45 Morris Pl., noted the budget discussion was a little bit puzzling. He stated the capital budget seemed to deceive residents into thinking their taxes are being kept down. Increased taxes are a fact of life in New Jersey. He encouraged Council to provide real numbers. Mayor Coffey explained that municipal accounting is a whole other animal than private accounting. He thanked the Council for their attentiveness and ability to remain calm in discussions about marijuana and the budget.

Susan Vienna, 19 Burnt Mill Circle, discussed the ordinance proposal to ban sale the sale of marijuana in the Borough. She talked about the slow societal change toward acceptance and access of medical marijuana. She compared a dispensary to a pharmacy that specifically sells medical marijuana. Ms. Vienna asked Council not to approve the ordinance.

Hugh Sharkey, asked if the Borough had received financial statements with respect to Monmouth Park as part of their lease agreement. Mayor Coffey replied the lease agreement is with the State, not the Borough. He stated as part of the discovery process for their tax appeal, the Borough will request those financial statements. Mr. Sharkey asked if the budget included a reserve for the potential reduction of Monmouth Park's tax appeal. Mayor Coffey advised that would not be included this year and probably not next year. He stated in maybe 3 years, the Borough would have to budget for the appeal because it will be a protracted process. Mr. Sharkey asked if there was only one bidder for the old Borough Hall. Mayor Coffey explained it was a request for proposals, and only one submission was received. Mr. Sharkey asked who prepared the RFOTF and was advised it was done by McManimon Scotland. There was discussion regarding re-writing the specifications, entertaining the submission and the need for competition in the proposal process. Mayor Coffey stated the bid received was in excess of the appraised amount and was in conformity with the 12 to 18 single family homes.

As no one else from the public wished to be heard, Mayor Coffey closed that portion of the meeting.

- XIII.** Adjournment: As there was no further business, the meeting was adjourned at 9:17 PM on a motion by Council President Irace, seconded by Councilman Proto and approved by the Council.

Respectfully submitted,

JEANNE SMITH
BOROUGH CLERK



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES • APRIL 19, 2018

Regular Meeting

Maple Place School

7:00 PM

2 Maple Place, Oceanport, NJ 07757

1. **Call to Order:** Mayor Coffey called the meeting to order at 7:02 PM.
2. **Statement of Compliance with Open Public Meetings Act:** Mayor Coffey gave the Statement of Compliance with the Open Public Meetings Act: "Adequate notice of this meeting has been provided by notice to the Asbury Park Press and The Link News on January 2, 2018, and by the posting of same on the municipal bulletin board and Borough Web Site."
3. **Flag Salute:** Mayor Coffey led the audience and members of the Council in the flag salute
4. **Invocation:** Borough Chaplain Stacy Deerin gave the invocation.
5. **Roll Call:**

Attendee Name	Title	Status	Arrived
Jay Coffey	Mayor	Present	
Patty Cooper	Councilwoman	Late	7:45 PM
William Deerin	Councilman	Present	
Richard Gallo	Councilman	Present	
Joseph A. Irace	Council President	Present	
Robert Proto	Councilman	Present	
Stephen Solan	Councilman	Present	
Raymond Poerio	Borough Administrator	Present	
Jeanne Smith	Borough Clerk	Present	
Scott Arnette	Board Attorney	Present	

6. **Administrators Report:**

1. 2018 Capital Budget

Mr. Poerio stated the 2018 Municipal Budget had 4 changes: O&E, First Aid, and courtesy busing increases and one adjustment to debt service for a total addition of \$32,804.67. He advised there were no changes to the Capital Budget. The engineering contractor for tennis and basketball courts took measurements at Blackberry Bay and Community Center parks to finalize cost estimates and bid documents. Hopefully bids will go out next week.

Mr. Poerio thanked the DPW, TRWRA and others for their work in repairing a sewer line break at Borough Hall.

7. **Consent Agenda:**

- | | |
|-----------------|--|
| #2018-74 | 1. Resolution authorizing payment of BILL LIST 04-19-2018 |
| #2018-75 | 2. Resolution authorizing permits for Facility Use - Spring 2018 |
| #2018-76 | 3. Resolution urging a change in the classification of marijuana |
| #2018-77 | 4. Resolution awarding a Contract for Cleaning Services |

RESULT: ADOPTED [UNANIMOUS]
MOVER: Robert Proto, Councilman
SECONDE Joseph A. Irace, Council
R: AYES: President Deerin, Gallo, Irace,
ABSENT: Proto, Solan

8. Minutes:

1. Workshop Minutes of March 1, 2018

RESULT: ADOPTED [UNANIMOUS]
MOVER: Joseph A. Irace, Council President
SECONDER: Stephen Solan, Councilman
AYES: Deerin, Gallo, Irace, Proto, Solan
ABSENT: Cooper

2. Regular Meeting Minutes of March 15, 2018

RESULT: ADOPTED [UNANIMOUS]
MOVER: Joseph A. Irace, Council President
SECONDER: Robert Proto, Councilman
AYES: Deerin, Gallo, Irace, Proto, Solan
ABSENT: Cooper

9. 2018 Municipal Budget:

#987 Introduction of an Ordinance Establishing a CAP Bank for CY2018

Council President Irace called for the introduction of "**AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY TO ESTABLISH A CAP BANK FOR CY 2018**" and then asked the Clerk to read the proposed Ordinance by title only, after which Council President Irace moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of May 17, 2018 and to advertise same in accordance with the law which was seconded by Councilman Proto.

RESULT: APPROVED OF FIRST READING [UNANIMOUS] Next: 5/17/2018 7:00 PM
MOVER: Joseph A. Irace, Council President
SECONDER: Robert Proto, Councilman
AYES: Deerin, Gallo, Irace, Proto, Solan
ABSENT: Cooper

#2018-78 Resolution Approving Introduction of the 2018 Municipal Budget

Council President Irace made a motion to approve Resolution #2018-78 approving the introduction of the 2018 Municipal Budget which was seconded by Councilman Proto.

Ms. Smith advised the public that the 2018 Municipal Budget has been introduced and approved by the Council. A public hearing on the budget will be held at the May 17, 2018 meeting. It will be published in the Link News on April 26, 2018, after which a copy of the budget will be available for no cost at the Clerk's Office and posted on the Borough's website.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joseph A. Irace, Council President
SECONDER:	Robert Proto, Councilman
AYES:	Deerin, Gallo, Irace, Proto, Solan
ABSENT:	Cooper

#988 2018 Capital Bond Ordinance

Council President Irace called for the introduction of a **“BOND ORDINANCE PROVIDING FOR VARIOUS 2018 GENERAL CAPITAL IMPROVEMENTS BY THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY APPROPRIATING \$2,730,000 THEREFORE, INCLUDING GRANTS RECEIVED OR EXPECTED TO BE RECEIVED IN THE AGGREGATE AMOUNT OF \$1,335,500 AND AUTHORIZING THE ISSUANCE OF \$2,600,000 BONDS OR NOTES TO FINANCE THE COSTS THEREOF”** and then asked the Clerk to read the proposed Ordinance by title only, after which Council President Irace moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of May 17, 2018 and to advertise same in accordance with the law, which was seconded by Councilman Proto.

RESULT:	APPROVED ON FIRST READING [4 TO 1]	Next: 5/17/2018 7:00 PM
MOVER:	Joseph A. Irace, Council President	
SECONDER:	Robert Proto, Councilman	
AYES:	Deerin, Irace, Proto, Solan	
NAYS:	Gallo	
ABSENT:	Cooper	

10. Second Reading Ordinances:

#986 PUBLIC HEARING: Zoning Ordinance Amendment - Marijuana Uses

Councilman Proto called for the 2nd Reading and Public Hearing providing for an amendment to the zoning ordinance and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only. **“AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY, AMENDING CHAPTER 390 OF THE CODE OF THE BOROUGH OF OCEANPORT, ENTITLED "ZONING", BY CREATING A SECTION PROHIBITING BUSINESSES ENGAGED IN BROKER OR SALE OF MEDICINAL AND RECREATIONAL MARIJUANA OR PARAPHERNALIA IN ANY ZONING DISTRICT”** was published in the LINK News on March 22, 2018.

PUBLIC HEARING: The Mayor opened the meeting for public comment on this ordinance only.

Susan Vienna, 19 Burnt Mill Circle, stated she has appeared several times before the Council and requested eliminating the prohibition against medical marijuana. She asked Council to reconsider tabling the ordinance since the State has not yet legalized cannabis. She asked that the ordinance be tabled, and the Council have compassion and understand cannabis before making a decision. She invited Council members to her home to watch the process she uses to make her son's medication.

Vincent Digioia-Laird, Middletown, recounted his history as a heroin addict and his recovery. He insisted that a medical program in the State of New Jersey that is reliable, affordable and nearby. He suggested separating medical and recreational marijuana in the ordinance. He asked Council to table the ordinance and get educated about marijuana and dispensaries.

Jeff Oakes, 60 Pemberton Ave., provided a recap of his appearances to support marijuana reform. He described participants in the medical marijuana program and expressed the need for compassion and education. He stated the Council is interfering with his medicine. He disagreed

with the resolution to change marijuana from Schedule I to Schedule II. He stated the opioid crisis is gobbling up our children. Mr. Oakes discussed a video made by the Honorable James P. Gray (retired) regarding marijuana. He suggested regulating marijuana rather than banning it was a solution. He stated that a growth facility would fit well on Fort property. He also stated that host towns to dispensaries would see tax relief.

As no one else from the public wished to be heard, the Mayor closed the public hearing on a motion by Councilman Solan, which was seconded by Council President Irace and unopposed by Council. Councilman Proto made a motion to adopt the ordinance and advertise in accordance with the law, which was seconded by Council President Irace.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Robert Proto, Councilman
SECONDER:	Joseph A. Irace, Council President
AYES:	Deerin, Gallo, Irace, Proto, Solan
ABSENT:	Cooper

11. Committee Reports:

1. Councilman Proto, Planning and Development Liaison

Councilman Proto, Planning & Development Liaison: Councilman Proto reported that the Planning Board engaged Kevin Kennedy to replace the late Rick DeNoia as Board Attorney. The Land Use Development Committee is working on updates and modifications to the Land Use Development ordinance.

2. Council President Irace, Finance and Administration Liaison

Council President Irace, Finance & Administration Liaison: Council President Irace reported that he attended the FMERA meeting on behalf of the Mayor. FMERA had listed an item approval of a lodging area on the agenda, where a developer had submitted a bid and is in negotiations to add 185 residential units (145 market level townhomes and the remainder will be affordable housing apartments). The Borough was unaware of the development plan. He expressed a need for the Borough's input before a plan is approved by FMERA.

Mayor Coffey suggested the Borough's interaction with FMERA needs to change. He encouraged residents to attend FMERA meetings, despite the fact that there is little public interaction. Mayor Coffey suggested re-instituting the Ft. Monmouth Ad-Hoc Committee. Council President Irace advised there were about 4 other projects in the works. Mayor Coffey advised he met with owners of former Fort property, which is now Oceanport, without including FMERA. He and FMERA exchanged robust correspondence regarding the meeting.

Lastly, Council President Irace advised that Monmouth Park opens May 5th, Kentucky Derby Day, and encouraged residents to attend.

3. Councilman Gallo, Public Works and Engineering Liaison

Councilman Gallo, Public Works and Engineering Liaison: Councilman Gallo reminded residents that leaf pick up is scheduled for the month of April. The recent storm generated 534 cubic yards of material which was disposed of.

4. Councilwoman Cooper, Health and Human Services Liaison

Councilwoman Cooper, Health & Human Services Liaison entered the meeting at 7:45pm and had no report.

5. Councilman Solan, Public Safety Liaison

Councilman Solan, Public Safety Liaison: Councilman Solan announced that Sat., April 28th is National Drug Take Back Day. The Oceanport Police Department will accept expired and unused medication from 10 am to 2 pm. On Sunday April 29th the Borough will host the NJ Marathon, road closures in the Port Au Peck Avenue areas and that all roads are expected to be reopened by 9:30 a.m. with advisories on the website and a CodeRed message to go out as well. Councilman Solan also reported that this Sunday, 4/22, the Maple Place School would be holding its Color Run fundraiser for the 8th Grade class.

6. Councilman Deerin, Parks and Recreation Liaison

Councilman Deerin reported that Parks and Recreation did a phenomenal job on the Easter Egg Hunt, including a great job by the Easter Bunny, 2-300 people attended and thanked Paul Hester for taking all the photos and upcoming Miniature Golf Tournament being sponsored by the Borough on April 28, 2018 and urged residents to come out for this free event.

12. Mayor Coffey's Report:

1. Proclamation Declaring the Month of May Brain Tumor Awareness Month in the Borough of Oceanport, Monmouth County, State of New Jersey

Mayor Coffey read the proclamation declaring the month of May 2018 as Brain Tumor Awareness Month and commented that this particular cause was meaningful to him as a survivor of a brain tumor.

Mayor Coffey commented he wanted to keep his report brief but looking forward to the Color Run which was a lot of fun and the NJ Marathon which was sure to keep our emergency services busy.

Mayor Coffey then opened the meeting for Petitions from the public.

13. Petitions from the public:

Michael Dale, 44 Shore Road, appeared before the Council urging timely action on a neighbor's property which remains in violation for about two years related to grading of the property resulting in standing water on his own property. There was discussion on the status of the matter after which Mr. Arnette assured Mr. Dale that the Borough was actively pursuing compliance on the matter albeit there are several factors and jurisdictions, i.e., NJDEP, that are also involved in the complaint.

- 14. Adjournment:** As there was no further business, the meeting was adjourned at 7:59 PM on a motion by Councilman Proto, seconded by Council President Irace and approved by the Council.

Respectfully submitted,

**JEANNE SMITH
BOROUGH CLERK**

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING EXECUTION OF A PURCHASE SALE AGREEMENT
WITH MARTELLI DEVELOPMENT GROUP LLC FOR THE
PURCHASE OF PROPERTY KNOWN AS BLOCK 65, LOT 1 ALSO
KNOWN AS 222 MONMOUTH BOULEVARD**

**Resolution #2018-91
05/17/18**

WHEREAS, the Borough Council and Borough Planning Board have engaged in multiple investigations and studies pursuant to the requirements of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. ("Redevelopment Law") relating to the former Borough Hall property located in the Borough at 222 Monmouth Boulevard and known as block 65, Lot 1 on the Borough tax map and consisting of approximately 5.5 acres (the "Property"); and

WHEREAS, such investigations and studies resulted in the Borough, by resolution #2017-190, dated September 21, 2017, designating the Property as an "as an area in need of rehabilitation" under the terms of the Redevelopment Law; and

WHEREAS, on October 19, 2017, the Borough Council adopted Ordinance No. 980, approving and adopting a Redevelopment Plan for the Property dated September 2017 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan proposes residential use in accordance with the R-3 Zoning District on the Property; and

WHEREAS, on October 19, 2017, the Borough Council by Resolution #2017-206, authorized the solicitation of Requests for Proposals/Request for Qualifications for the Development of the property; and

WHEREAS, on January 19, 2018, the Borough received one (1) offer from Martelli Development Group LLC in response to the RFP/RFQ; and

WHEREAS, the Borough and Martelli Development Group LLC have negotiated the terms of a Purchase Sale Agreement (PSA) as depicted on the herein attached PSA for the price of One Million Five Hundred Thousand Dollars (\$1,500,000); and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Oceanport that the form of the PSA, as attached, is approved and the Mayor and Borough Clerk are hereby authorized to execute the PSA.

BE IT FURTHER RESOLVED that a copy of this Resolution certified to be a true copy by the Borough Clerk, be forwarded to:

1. Martelli Development Group
2. Salvatore Alfieri, Esq., attorney for Developer
3. Oceanport Borough Planning Board.
4. Borough Attorney.
5. Borough Engineer
6. Borough Administrator.
7. Borough Certified Financial Officer

I certify that the foregoing Resolution #2018-91 was adopted
by the Oceanport Governing Body at the Regular Meeting held

May 17, 2018

JEANNE SMITH, RMC
BOROUGH CLERK

**PURCHASE
AND SALE AGREEMENT**

By and Between

BOROUGH OF OCEANPORT

And

MARTELLI DEVELOPMENT GROUP, LLC

Dated:

_____, 2018

Property: 222 Monmouth Boulevard, Oceanport, New Jersey, 07757

Known as Block 65, Lot 1.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made to be effective as of _____, 2018 (the “**Effective Date**”) by and between **THE BOROUGH OF OCEANPORT**, a body corporate and politic of the State of New Jersey, having its offices at 315 E. Main Street, Oceanport, New Jersey 07757 (the “**Seller**” or “**Borough**”), and **MARTELLI DEVELOPMENT GROUP, LLC**, a limited liability company of the State of New Jersey, with an address of 716 Newman Springs Road, Suite 367, Lincroft, New Jersey 07738 (the “**Buyer**”) (individually the “**Party**” and collectively the “**Parties**”).

WITNESSETH

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as amended and supplemented, the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as in need of redevelopment; and

WHEREAS, the Borough is the owner of that certain property identified on the tax maps of the Borough as Block 65 Lot 1, also known as 222 Monmouth Boulevard (the “**Property**”); and

WHEREAS, the Property is in the Borough Hall Site Redevelopment Plan (the “**Redevelopment Plan**”) and is the subject of a redevelopment agreement by and between the Borough and the Buyer dated _____, 2018 (the “**Redevelopment Agreement**”); and

WHEREAS, the Borough has agreed to sell the Property to the Buyer for the development of approximately twelve (12) single family homes on the Property and three (3) affordable housing units to be constructed outside of the Project Area within the Borough limits as set forth and subject to the terms of the Redevelopment Agreement; and

WHEREAS, Buyer is a New Jersey limited liability company that is wholly-owned by Salvatore J. Martelli; and

WHEREAS, Borough intends to sell, and Buyer desires to purchase, the Property for the redevelopment of same in accordance with the terms and conditions set forth hereinafter and in the Redevelopment Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Borough and Buyer agree as follows:

1. Purchase and Sale.

1.1. Seller, for and in consideration of the Purchase Price (as hereinafter defined), which shall be paid and satisfied as hereinafter provided, and also in consideration of the mutual covenants and agreements of the Parties hereinafter contained, shall sell and convey to Buyer, and Buyer shall purchase from Seller, the Property, all in accordance with the terms of this Agreement. The term “**Property**” shall mean and consist of the following:

- (a) That certain real property as further described in **Exhibit A**, attached hereto and made a part hereof;
- (b) All of the buildings, improvements, fixtures, parking areas and other structures, if any, situated on the land (the “**Improvements**”); and
- (c) All easements, riparian grants and rights, interests and other rights which are appurtenant to the land, if any, including, but not limited to, all right, title and interest, if any, of Seller in and to any land lying in any street, road or avenue in front of or adjoining the land and in any water, sewer and utility pipes of and facilities in or appurtenant to the land.

2. Purchase Price. The purchase price for the Property shall be the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) (the “**Purchase Price**”) and other good and valuable consideration as set forth herein and in the Redevelopment Agreement.

3. Payment of Purchase Price. The Purchase Price shall be paid to Seller as follows:

- (a) Upon execution of this Agreement, Buyer shall pay to Seller a deposit in the amount of [ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)] (the “**Deposit**”). The Deposit shall remain in escrow until the Closing (as herein defined).]. The Deposit shall be credited against the Purchase Price at the Closing.
- (b) At the Closing, the Buyer shall pay [ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000.00)] the balance of the Purchase Price (the “**Balance**”) to the Borough by business, certified or bank check or wire transfer of immediately available federal funds to an account or accounts designated in writing by the Borough.

4. Conditions Precedent. The obligation of Buyer to purchase, and Seller to sell, the Property as contemplated by this Agreement, is subject to the satisfaction of each of the following conditions precedent (any of which may be waived in writing by the Party in whose favor such condition exists) on or before the applicable date specified for satisfaction of the applicable condition, and as otherwise set forth in the following provisions of this

Section 4. The Closing shall constitute approval by each Party of all matters to which such Party has a right of approval and a waiver of all conditions precedent.

4.1. Title Matters.

4.1.1. Title to the Property.

- (a) Title to the Property. Fee simple title to the Property shall be conveyed to Buyer at Closing in accordance with all of the applicable provisions of this Agreement, and such title shall be good and marketable and free and clear of all liens, assessments, restrictions, encumbrances, mortgages, easements, leases, tenancies, claims or rights of use or possession and other title objections, except for the Permitted Exceptions (as hereinafter defined).
- (b) Title Objections. Buyer is in the process of obtaining, at its sole cost and expense, a title commitment from and by any reputable title insurance company licensed to do business in the State of New Jersey (the “**Title Company**”), for the issuance of an American Land Title Association (“**ALTA**”) owner’s title insurance policy covering the Property (the “**Title Commitment**”). Buyer is in the process of reviewing the Title Commitment and will provide a copy of the Title Commitment to the Seller. Accordingly, at Closing, Buyer shall accept title to the Property, or portion thereof, from Seller in the condition disclosed in the Title Commitment subject to such matters, encumbrances and exceptions acceptable to and agreed to by Buyer and Seller and identified on the Title Company’s Pro-Forma Owners Policy of Title Insurance “Schedule B — Exceptions” which shall be delivered on or before the Closing Date (collectively, the “**Permitted Exceptions**”).

4.1.2. Survey to the Property. Buyer shall obtain, prior to the Closing, an update of the existing survey of the Property that was prepared for Buyer by [ENTITY WHO PREPARED SURVEY]. Accordingly, the existing survey shall be updated and delivered on or before the Closing Date and certified by said surveyor to the Buyer as having been prepared in accordance with minimum detail requirements of ALTA land survey requirements.

4.2. Conditions Precedent to Obligation of the Buyer to Purchase the Property. The obligation of the Buyer to purchase the Property and close title as provided hereunder shall be subject to the satisfaction on or before the applicable Closing, of the following conditions, any or all of which may be waived by the Buyer in writing in its sole discretion:

- (a) The Parties shall have a fully executed redevelopment agreement (the “**Redevelopment Agreement**”) with regard to the Property.

- (b) All of the representations and warranties of the Seller contained in this Agreement and in the Redevelopment Agreement shall be true and correct in all material respects as of the Closing.
- (c) The Seller shall have performed and observed, in all material respects, all covenants and agreements contained in this Agreement and in the Redevelopment Agreement to be performed and observed by the Seller as of the Closing.
- (d) [A perfected subdivision plat in accordance with the Redevelopment Plan, as amended by the Redevelopment Plan, shall have been obtained.]
- (e) There shall be no active litigation or other appeal or legal challenge relating to this Agreement, the Redevelopment Agreement and the Redevelopment Plan and the applicable appeal periods shall have expired without any appeal(s) being filed.

4.3. Conditions Precedent to the Obligation of the Seller to Sell the Property. The obligation of Seller to close title hereunder shall be subject to the fulfillment on or before the Closing of all of the following conditions, any or all of which may be waived by the Seller in its sole discretion:

- (a) All of the representations and warranties of the Buyer contained in this Agreement and in the Redevelopment Agreement shall be true and correct in all material respects as of the Closing.
- (b) The Buyer shall have performed and observed, in all material respects, all covenants and agreements contained in this Agreement and in the Redevelopment Agreement to be performed and observed by the Buyer as of the Closing.
- (c) There shall be no active litigation or other appeal or legal challenge relating to this Agreement, the Redevelopment Agreement and the Redevelopment Plan and the applicable appeal periods shall have expired without any appeal(s) being filed.
- (d) Within 10 days of the signing of this agreement, Buyer shall have purchased property in the Borough for the construction of 3 affordable units of the size and type as is approved by the Borough and recorded a deed restriction (approved by the Borough) in favor of the Borough limiting the development of such property to 3 affordable housing units.

5. Closing. The closing of the sale and purchase of the Property (the “**Closing**”) contemplated herein shall occur at within thirty (30) calendar days of receipt of a final, nonappealable site plan approval, or such other date as the Parties may agree in writing, at the offices of The Arnette Law Firm, 151 Bodman Place, Suite 200, Red Bank, NJ, 07701,

or, in such other manner as agreed to by the Parties hereto. The Parties acknowledge and agree that in the event that either Party shall fail to close the transaction contemplated under this Agreement on or before the date scheduled for the Closing, then, at any time after such date, the other Party shall have the right and option, upon written notice to the Buyer or the Seller, as the case may be, to demand the Closing within ten (10) Days of the date of such notice, TIME BEING OF THE ESSENCE. The Closing shall occur as described in this Section 5 no later than October 15, 2018, notwithstanding the condition precedent set forth in Section 4.2(e) has not been met and provided all other conditions have been met. The date on which the Closing actually occurs is hereinafter referred to as the “**Closing Date.**”

5.1. Seller Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following items executed and acknowledged by Seller, as appropriate:

- (a) Recordable deed(s) (the “**Deed**”) for the Property, substantially similar to the form attached hereto and made a part hereof as “**Exhibit B.**”
- (b) A fully executed FIRPTA certificate and any other documents required under the Foreign Investment in Real Property Tax Act of 1980, as amended.
- (c) All applicable deed or transfer tax forms, if any.
- (d) A customary owner’s affidavit of title to the Property as may be necessary to enable the Title Company to omit exceptions to the title except Permitted Exceptions.
- (e) Evidence reasonably satisfactory to the Title Company respecting the due organization of Seller and the due authorization and execution by Seller of this Agreement and the documents required to be delivered hereunder.
- (f) An executed closing statement prepared by the Buyer, setting forth all or a portion of the Purchase Price, as applicable, and all closing credits and adjustments expressly provided for in this Agreement (“**Closing Statement**”).
- (g) A certificate of Seller dated as of the applicable Closing Date (“**Representation Certificate**”) certifying that the representations and warranties of Seller set forth in Section 7.1 of this Agreement remain true and correct in all material respects as of the Closing Date, or otherwise disclosing to what extent any of such representations or warranties are no longer true and correct in all material respects as a result of a change of circumstances. In the event that the Representation Certificate discloses that such representations or warranties are no longer true and correct in all material respects as a result of a change of circumstances, Buyer shall not have the right to terminate this Agreement.

- (h) Such further instruments as may be reasonably required by the Title Company and as may be agreed upon by Seller and Buyer to consummate the Closing in accordance with the terms of this Agreement.

5.2. Buyer Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following items executed and acknowledged by Buyer, as appropriate:

- (a) Payment of the Purchase Price (net of the Deposit which shall be applied to the Closing) to be made in accordance with Section 3 above, together with all adjustments set forth herein and in the Redevelopment Agreement.
- (b) All applicable transfer tax forms, if any.
- (c) The Closing Statement.
- (d) Copies of all such further instruments as may be reasonably required by the Title Company and as may be agreed upon by Seller and Buyer to consummate the Closing in accordance with the terms of this Agreement.

5.3. Closing Costs and Adjustments.

5.3.1. Closing Costs. At Closing, Seller shall pay all deed and transfer taxes, if any, including deed and/or transfer taxes of the State of New Jersey and of the County of Monmouth, payable in connection with the transaction contemplated herein, except that Buyer shall pay any transfer or recording fee or tax imposed on Buyer, such as the so-called "mansion tax." In addition, Buyer shall pay (a) the title insurance examination and search fees and expenses and all title insurance premiums for the Title Commitment, and (b) all recording charges payable in connection with the recording of the Deed. Any other closing costs shall be allocated in accordance with local custom. Except as expressly provided in the indemnities set forth in this Agreement, Seller and Buyer shall pay their own respective legal, consulting and other professional fees and expenses incurred in connection with this Agreement and the transaction contemplated hereby and their respective shares of prorations as hereinafter provided. The provisions of this Section shall survive the Closing or termination of this Agreement.

5.3.2. Prorations. All real estate taxes, if any, municipal water and sewer charges, utility charges and other charges typically adjusted between a purchaser and a seller at a closing will be adjusted between Buyer and Seller as of the Closing. For purposes of these adjustments only, Seller shall be deemed to be the owner of the Property for the entire Closing Date.

6. Condemnation; Casualty. In the event proceedings to condemn the entire Property or any material portion thereof are commenced before the Closing by a condemnation or to governmental or quasi-governmental entity, either Buyer or Seller shall have the right to terminate this Agreement, whereupon this Agreement and the obligations of the Parties hereunder shall terminate and no Party hereto shall have any further obligations in

connection herewith except under those provisions that expressly survive a termination of this Agreement. The taking of property for street widening shall not trigger this clause. In the event neither Buyer nor Seller elects to terminate this Agreement, Seller shall assign to Buyer, at the Closing, all of Seller's rights, title and interest in and to any condemnation proceeds payable with respect to the Property. If prior to the Closing there is a fire or other casualty at the Property, but the Property is not materially damaged or destroyed, Buyer shall be required to perform this Agreement and, at Closing, shall be entitled to the insurance proceeds received by Seller or payable pursuant to the policies of insurance maintained by Seller and Seller shall credit Buyer with an amount equal to the applicable deductible amount under Seller's insurance. If the Property is materially damaged or destroyed by fire or other casualty, Buyer may terminate this Agreement on written notice to Seller given within ten (10) days following the date upon which Buyer first learns, whether by written notice from Seller or otherwise, of the damage to the Property. If Buyer shall exercise such option to terminate, this Agreement and the obligations of the Parties hereunder shall terminate with respect to the applicable parcel (and no Party hereto shall have any further obligations in connection herewith except under those provisions that expressly survive a termination of this Agreement). If Buyer does not exercise such option to terminate, the Agreement shall remain in full force and effect and Buyer shall be entitled to the proceeds of insurance together with a credit against the Purchase Price equal to the amount of any insurance deductible. In no event shall Buyer be entitled to any abatement or reduction of the Purchase Price by reason of such damage. In the event of any damage by fire or other casualty, the determination as to whether such damage or destruction is material shall be made by an engineer or contractor designated by Buyer. The provisions of this Section 6 shall survive the Closing.

7. Representations, Warranties and Covenants.

7.1. Representations, Warranties and Covenants of Seller. Subject to the express provisions of this Section 7.1, Seller hereby represents and warrants to Buyer that, as of the date hereof:

- (a) Leases. There are no leases, licenses or other occupancy agreements to which Seller is a party or is bound affecting any portion of the Property as of the date hereof which will be in force on the Closing Date.
- (b) Litigation. There is no pending or, to Seller's knowledge, threatened action, litigation, or other proceeding against the Property or against Seller with respect to the Property.
- (c) Existing Contracts. There are no maintenance, service or equipment leasing contracts or any other agreements relating to the Property which will be in force after the Closing.
- (d) Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are, or on the Closing Date will be, duly authorized, executed and

delivered by, and are and will be binding upon and enforceable against, Seller in accordance with their respective terms.

- (e) Fee Owner. Seller is the fee owner of the Property.
- (f) Condemnation. There are no existing, or to Seller's knowledge, taking or condemnation of the Property, or any part thereof, filed during the time title to the Property has vested in Seller, nor to Seller's knowledge, is there existing any threatened condemnation, reducing the area of, interfering with access to, or affecting the intended use of the Property.
- (g) Options. There are no existing or, to Seller's knowledge, pending contracts of sale, options to purchase or rights of first refusal with respect to the Property.
- (h) Defaults Affecting Title or Use. Seller is not, or has not received written notice that it is in default under any documents or agreements, recorded or unrecorded, affecting title to or the use of the Property.

7.2. Interim Covenants of Seller. Until the Closing Date or the sooner termination of this Agreement in accordance with the terms and conditions of this Agreement:

7.2.1. Seller shall maintain the Property in the same manner maintained as of the date of this Agreement.

7.2.2. Seller shall not execute or agree orally to execute any leases, licenses or other agreements regarding the occupancy, possession, or use of the Property, or any portion thereof, to the extent same shall survive the Closing.

7.2.3. The Property shall continue to be insured by Seller. Seller shall keep such insurance in full force and effect until the Closing.

7.2.4. With the exception of the Redevelopment Agreement between the Seller and Buyer, the Seller shall not execute any agreements, or modifications or renewals of existing agreements, or agree orally to execute any agreements, or modify or renew any existing agreements, pertaining to the operation of the Property, to the extent that same shall survive Closing, including, without limitation, agreements agreeing to sell, convey, lease, assign, pledge, mortgage or encumber the Property, or any portion thereof, or any interest thereof.

7.2.5. Seller shall notify Buyer of any changes, additions or events of which Seller shall obtain actual knowledge which causes any adverse change, addition or deletion in any of the representations or warranties made by Seller herein.

7.2.6. Seller shall grant Buyer and its designees, agents and employees reasonable access to the Property at all reasonable times upon advance notice. Buyer shall maintain insurance for it and any agents, designee's or employees that enter upon the Seller's property prior to closing.

7.3. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that this Agreement and all agreements, instruments and documents herein provided to be executed or caused to be executed by Buyer are, or on the Closing Date will be, duly authorized, executed and delivered by, and are and will be binding upon and enforceable against, Buyer in accordance with their respective terms.

8. As-Is.

8.1. No Representations. This Agreement and the Exhibits attached hereto contain all the terms of the agreement entered into between the Parties, and Buyer acknowledges that neither Seller nor any representatives of Seller has made any representations or held out any inducements to Buyer, other than those herein expressed and in the Redevelopment Agreement.

9. Indemnification by Buyer. Buyer shall hold harmless, indemnify and defend Seller, Borough of Oceanport and its directors, professionals, officers, members, agents and employees, after the Closing Date, from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses ("**Claims**"), including without limitation, reasonable attorneys' fees, asserted against, incurred or suffered by Seller to the extent arising from any personal injury related to the Property or the ownership, operation or maintenance thereof arising, occurring or accruing after the Closing Date, except for Claims arising out of the gross negligence, acts or omissions of the Borough, its officers, members, agents and employees.

9.1. Indemnification Generally. The indemnification under this Section 9 shall be subject to the following provisions: (a) the Seller shall notify the Buyer of any such claim against the Seller within fifteen (15) calendar days after it has notice of such claim, but failure to notify the Buyer shall in no case prejudice the rights of the Seller under this Agreement unless the Buyer shall be prejudiced by such failure and then only to the extent of such prejudice; (b) the Buyer shall not enter into any settlement which (i) requires an admission of guilt by the Seller, (ii) exposes the Seller to any criminal or civil liability, or (iii) does not include a full release of the Seller, and (c) should the Buyer fail to discharge or undertake to defend the Seller against such liability within ten (10) calendar days after the Seller gives the Buyer written notice of the same, then the Seller may settle such liability, and the Buyer's liability to the Seller shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses (including, without limitation, attorneys' fees and disbursements) incurred by the Seller in effecting such settlement.

9.2. The provisions of this Section 9 shall survive all Closings.

10. Remedies for Default.

10.1. Buyer Defaults. If the Closing does not occur because of a default under this Agreement on the part of Buyer, Seller shall have no further liability under this Agreement, and may commence litigation against the Buyer.

10.2. Seller Defaults. In the event the sale of the Property does not close because of a default under this Agreement on the part of the Seller, Buyer shall have no further liability under this Agreement, and may commence litigation against the Seller.

11. Cooperation. At no cost to Seller, upon reasonable written request by Buyer to Seller, Seller will use reasonable efforts to assist Buyer in giving notice to applicable government agencies and in transferring or reissuing to Buyer any permit, license, certificate, registration or other approval necessary to continue operations at the Property.

12. Miscellaneous.

12.1. Brokers. Each Party hereto represents and warrants to the other that it dealt with no brokers in connection with the sale contemplated under this Agreement. The Seller and Buyer agree to indemnify and hold each other harmless from any breach of this representation and warranty. The indemnification obligations under this Section 12.1 shall survive the Closings or a termination of this Agreement.

12.2. No Personal Liability. No Commissioner, director, officer, professional, agent or employee of Seller or Buyer, shall be charged personally or held contractually liable by or to any party under any term or provision of this Agreement, or of any other agreement, document or instrument executed in connection therewith, or of any supplement, modification or amendment to this Agreement, or to such other agreement, document or instrument, or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution.

12.3. Exhibits; Entire Agreement; Modification. All exhibits attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes any and all prior agreements between the Parties hereto respecting such matters. This Agreement may not be modified or amended except by written agreement signed by both Parties.

12.4. Interpretation. Section headings shall not be used in construing this Agreement. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to wit, that ambiguities in this Agreement should be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. Whenever the words “including,” “include” or “includes” are used in this Agreement, they shall be interpreted in a non-exclusive manner. Except as otherwise

indicated, all Exhibit and Section references in this Agreement shall be deemed to refer to the Exhibits and Sections in this Agreement.

12.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey without regard to conflicts of law principles.

12.6. Successors and Assigns. Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller in its sole discretion. Notwithstanding and without limiting the foregoing, no consent given by Seller to any transfer or assignment of Buyer's rights or obligations hereunder shall be deemed to constitute a consent to any other transfer or assignment of Buyer's rights or obligations hereunder and no transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

12.7. Notices. All notices, requests or other communications which may be or are required to be given, served or sent by either Party hereto under this Agreement, shall be in writing and must be delivered by personal delivery, by a nationally recognizable overnight delivery service, or by certified or registered mail, postage paid, return receipt requested and addressed to the Parties hereto at the following addresses:

To Seller:	Borough of Oceanport 315 E. Main Street Oceanport, New Jersey 07757 Attention: Borough Clerk
With a copy to:	McManimon, Scotland, Baumann 75 Livingston Avenue Roseland, NJ 07068 Attention: Joseph P. Baumann, Jr., Esq.
	The Arnette Law Firm LLC 151 Bodman Place, Suite 200 Red Bank, New Jersey 07701 Attention: Scott Arnette, Esq.
If to Buyer:	Martelli Development Group, LLC 716 Newman Springs Road, Suite 367 Lincroft, New Jersey 07738 Attention: Salvatore J. Martelli
With a copy to:	Salvatore Alfieri, Esq. Cleary Giacobbe Alfieri Jacobs, LLC 955 NJ Hwy 34 Matawan, NJ 07747

or at such other address as a Party has previously designated by written notice given to the other Party in the manner set forth above. Any notice, communication, or delivery will be deemed given or made (a) on the date of delivery if delivered in person (or upon the date of attempted delivery where delivery is refused), (b) one business day after having been deposited for overnight delivery with any nationally recognized overnight delivery service, or (c) on the third business day after it is mailed by registered or certified mail.

12.8. Third Parties. Nothing in this Agreement (whether expressed or implied) is intended to confer any rights or remedies under or by reason of this Agreement upon any other person other than the Parties hereto and their respective permitted successors and assigns) nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third Parties any right of subrogation or action over or against any Party to this Agreement. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

12.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

12.10. Effectiveness. In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart hereof has been executed and delivered by each Party hereto.

12.11. No Implied Waivers. No failure or delay of either Party in the exercise of any right or remedy given to such Party hereunder or the waiver by any Party of any condition hereunder for its benefit (unless the time specified in this Agreement for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either Party of any breach hereunder or failure or refusal by the other Party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

12.12. No Recordation. Neither this Agreement nor any memorandum hereof shall be recorded and any attempted recordation hereof shall be void and shall constitute a default hereunder. Notwithstanding the foregoing, Seller or Buyer or the Title Company at either Party's direction shall be permitted to file a Notice of Settlement prior to Closings in accordance with applicable New Jersey statutes.

12.13. Unenforceability. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12.14. No Survival. No provisions, covenants or representations contained in this Agreement shall survive the Closings except as expressly provided.

12.15. Conflict with Redevelopment Agreement. In the event of any conflict between the terms of this Agreement and the Redevelopment Agreement, the terms and intent of the Redevelopment Agreement shall control in all respects.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SELLER:

BOROUGH OF OCEANPORT

By:_____

Name:

Title:

Date:

PURCHASER:

MARTELLI DEVELOPMENT GROUP, LLC

By:_____

Salvatore J. Martelli

Managing Member

Date:

EXHIBIT A
Legal Description of Property

EXHIBIT B
Form of Deed

Record and Return To:

Prepared By:

Joseph P. Baumann, Jr., Esq.

DEED

This Deed is made this _____ day of _____, 2018.

BETWEEN

BOROUGH OF OCEANPORT, a body corporate and politic of the State of New Jersey with offices located at 315 E. Main Street, Oceanport, New Jersey 07757, referred to as the Grantor,

AND

MARTELLI DEVELOPMENT GROUP, LLC, a limited liability company in the State of New Jersey with offices at 716 Newman Springs Road, Suite 367, Lincroft, New Jersey 07738 referred to as the Grantee.

The words “Grantor” and “Grantee” shall mean all Grantors and Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the “**Property**”) described below to the Grantee. This transfer is made for the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00).

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. Borough of Oceanport, County of Monmouth, State of New Jersey, Block 65 Lot 1 (the “**Property**”).

3. Property. The “Property” consists of the land and all the buildings and structures on the Land in the Borough of Oceanport, County of Monmouth, State of New Jersey. The legal description of the Property is: **See Exhibit A attached hereto and made a part hereof.**

The Property includes the premises conveyed to the Grantor and vested in same as follows:

[BEING the same property conveyed to Grantor by.....

The transfer is made subject to all existing covenants, agreements, conditions, easements, restrictions, reservations and rights of record, such state of facts that would be shown on a current, accurate survey of the Property and the lien of real estate taxes and assessments not yet due and payable.

4. Restriction. The Property shall not be developed except as single family homes. This restriction shall run with the land in favor of Grantor.

5. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a “Covenant as to Grantor’s Acts” (*N.J.S.A.* 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights that affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

6. Signatures. The Grantor signs this Deed as of the date at the top of the first page.

(Signatures on following page)

GRANTOR:

BOROUGH OF OCEANPORT

By: _____
Name: _____
Title: _____

[illegible]

I CERTIFY THAT on _____, 2018, _____ personally came before me and stated to my satisfaction that s/he: (i) was the maker of the attached Deed; (ii) that s/he was authorized to and did execute this instrument as _____ of the BOROUGH OF OCEANPORT, the entity named in the Deed; (iii) that s/he executed this instrument as the act of the entity; and (iv) the full and actual consideration paid or to be paid for the transfer of title pursuant to this Deed is ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00).

Notary Public of the State of New Jersey

EXHIBIT A
Legal Description

See metes and bounds description attached.

ORDINANCE

AN ORDINANCE AMENDING CHAPTER 229 OF THE CODE OF THE BOROUGH OF OCEANPORT ENTITLED "FLOOD DAMAGE PREVENTION" OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY

BE IT ORDAINED by the Mayor and Council of the Borough of Oceanport, in the County of Monmouth, State of New Jersey that the purpose of this Ordinance is to amend the ordinance entitled "Flood Damage Prevention" as last revised and passed on August 17, 2017 as follows:

NOTE: Additions are underlined and deletions are marked by strike through.

§ 229-5 DEFINITIONS

Appeal - A request for a review of the ~~Construction Official's~~ Borough Engineer's interpretation of any provision of this ordinance or a request for a variance.

§ 229-7 BASIS FOR ESTABLISHING AREAS OF SPECIAL FLOOD HAZARD

- A. The areas of special flood hazard for the Borough of Oceanport, Community No. 340320, are identified and defined on the following documents prepared by the Federal Emergency Management Agency:
 - 1) A scientific and engineering report "Flood Insurance Study, Monmouth County, New Jersey (All Jurisdictions)" dated ~~September 25, 2009~~ June 20, 2018.
 - 2) Flood Insurance Rate Map for Monmouth County, New Jersey (All Jurisdictions) as shown on Index and panel(s) ~~34025C0183F~~ 34025C0183G, ~~34025C0184F~~, 34025C0184G, 34025C0191F, 34025C0192F, 34025C0203G whose effective date is ~~September 25, 2009~~ June 20, 2018.
 - 3) Advisory Base Flood Elevations and Advisory Flood Hazard Maps titled Long Branch East, NW dated December 12, 2012, Long Branch West NE dated December 12, 2012 and Long Branch West SE dated December 12, 2012. These documents shall take precedence over previous panels and FIS in construction and development regulations only. Where the Special Flood Hazard Area (SFHA) and the Advisory Flood Hazard Area (AFHA) maps conflict or overlap, whichever imposes the more stringent requirement shall prevail.
- B. The above documents are hereby adopted and declared to be a part of this ordinance. The Flood Insurance Study, maps and advisory documents are on file at ~~222 Monmouth Boulevard~~ 315 E. Main Street, Oceanport, New Jersey.

§ 229-12 ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be obtained before construction or development begins, including placement of manufactured homes, within any area of special flood hazard established in section 3.2. Application for a Development Permit shall be made on forms furnished by the Construction Official and may include, but not be limited to; plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

§ 229-13 DESIGNATION OF THE LOCAL ADMINISTRATOR

The ~~Construction Official~~ Borough Engineer is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

§ 229-14 DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the ~~Construction Official~~ Borough Engineer shall include, but not be limited to:

- B. Use of other base flood and floodway data. When base flood elevation and floodway data have not been provided in accordance with § 229.7, Basis for establishing areas of special flood hazard, the ~~Construction Official~~ Borough Engineer shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer § 229-17A, Specific standards, Residential construction, and § 229-17B, Specific standards, Nonresidential construction.

F. SUBSTANTIAL DAMAGE REVIEW

- 1) After an event resulting in building damages, assess the damage to structures due to flood and non-flood causes.
- 2) Record and maintain the flood and non-flood damage of substantial damage structures and provide a letter of Substantial Damage Determination to the owner and the New Jersey Department of Environmental Protection, Bureau of Flood Control.
- 3) Ensure substantial improvements meet the requirements of sections 5.2-1, SPECIFIC STANDARDS, RESIDENTIAL CONSTRUCTION, 5.2-2, SPECIFIC STANDARDS, NONRESIDENTIAL CONSTRUCTION and 5.2-3, SPECIFIC STANDARDS, MANUFACTURED HOMES.

§ 229-15 VARIANCE PROCEDURE.

A. APPEAL BOARD

- 2) The Planning Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the ~~Construction Official~~ Borough Engineer in the enforcement or administration of this ordinance.
- 6) The ~~Construction Official~~ Borough Engineer shall maintain the records of all appeal actions, including technical information, and report any variances to the Federal Insurance Administration upon request.

BE IT FURTHER ORDAINED that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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:

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: May 17, 2018

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II

Mayor

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY AMENDING CHAPTER 115 OF THE CODE OF THE BOROUGH OF OCEANPORT, ENTITLED "ALCOHOLIC BEVERAGES"

BE IT ORDAINED by the Council of the Borough of Oceanport, in the County of Monmouth, in the State of New Jersey, that Chapter 115, Section 2 is hereby amended as follows:

NOTE: Additions are underlined and deletions are marked by strike through.

Article I. Operation Restrictions for Licensees

§ 115-2. Hours of Operation.

A. No licensee shall sell, serve or deliver or permit, allow or suffer the sale, service or delivery of any alcoholic beverage or allow the consumption of any alcoholic beverage on the licensed premises except as follows:

- (1) On weekdays and Saturdays between the hours of 8:00 a.m. and 2:00 a.m. of the following day.
- (2) On Sundays between the hours of 12:00 noon 10:00 a.m. and 2:00 a.m. of the following day.
- (3) On the last day of the calendar year between the hours of 8:00 a.m. and 4:00 a.m. of the following day; except when the last day of the year falls on a Sunday, then between the hours of 12:00 noon 10:00 a.m. and 4:00 a.m. of the following day.

BE IT FURTHER ORDAINED that all other terms and provisions of Article II, Chapter 115, Alcoholic Beverages, Licensing of the Borough Code shall remain unchanged.

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:

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: May 17, 2018

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II

Mayor

ORDINANCE #987**AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ESTABLISHING A CAP BANK FOR 2018 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 final budget appropriations to 2.50% unless authorized by ordinance to increase it to 3.5% over the previous years final appropriations; and,

WHEREAS, a municipality may, by ordinance, bank the difference between its final budget appropriations and the 3.5% increase authorized by this ordinance when said difference is not appropriated as part of the final budget; and,

WHEREAS, the Borough Council of the Borough of Oceanport, County of Monmouth, hereby determines that this difference in the amount of \$61,867.26 that is not appropriated as part of the final 2018 budget shall be retained as an exception to the final appropriations in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, that any amount authorized herein above that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; 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 19, 2018

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: May 17, 2018

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor

ORDINANCE #988**2018 CAPITAL BOND ORDINANCE**

To be provided

APPROVED ON FIRST READING

DATED: April 19, 2018

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: May 17, 2018

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 2018**

**Resolution #2018-92
05/17/18**

BE IT RESOLVED by the Governing Body of the Borough of Oceanport, County of Monmouth, that the budget herein before 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 \$6,058,672.97 for municipal purposes, and \$208,153.40 for the open space trust fund levy.

SUMMARY OF REVENUES

1. General Revenues	
Surplus Anticipated	\$ 871,000.00
Miscellaneous Revenues Anticipated	1,561,314.82
Receipts from Delinquent Taxes	217,000.00
2. Amount to be Raised by Taxation for Municipal Purposes	6,058,672.97
TOTAL REVENUES	\$8,707,987.79

SUMMARY OF APPROPRIATIONS

5. General Appropriations:	
Within "CAPS"	
Operations Including Contingent	\$5,989,055.07
Deferred Charges and Statutory Expenditures - Municipal	613,167.20
Excluded from "CAPS"	
Operations - Total Operations Excluded from "CAPS"	469,200.00
Capital Improvements	125,000.00
Municipal Debt Service	1,037,565.52
Deferred Charges - Municipal	44,000.00
Reserve for Uncollected Taxes	430,000.00
TOTAL APPROPRIATIONS	\$8,707,987.79

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 17th day of May, 2018. 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 2018 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

I certify that the foregoing Resolution #2018-92 was adopted

by the Oceanport Governing Body at the Regular Meeting held
May 17, 2018

JEANNE SMITH, RMC
BOROUGH CLERK