



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • MAY 4, 2023

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

I. Meeting Called to Order

II. Statement of Compliance with Open Public Meetings Act: This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2023 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.

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

IV. Roll Call

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

VI. Action Items

#2023-120 Resolution authorizing payment of BILL LIST 05-04-23

#2023-121 Resolution authorizing application for Sports Wagering Revenue Tax

#2023-122 Resolution approving Special Event Permit for Birdsmouth Bike & Brew Event

VII. Clerk's Report

New Business

1. Resolution authorizing waiver of the 2023 Budget Reading in Full
2. Resolution authorizing refund of overpayment - Block 107, Lot 1.01
3. Resolution Authorizing 3rd Quarter Estimated Tax Bills
4. Resolution authorizing an extension of the 3rd Qtr Grace Period
5. Resolution authorizing a fireworks display at 2023 Summer's End
6. Resolution authorizing participation in the County CDBG Program 2023-2026
7. Resolution Setting Compensation for Action Camp 2023 Employees
8. Discussion: Trees in Borough Right of Way, Councilman Tvrdik

VIII. Administrator's Report

IX. Mayor's Report

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

XI. Adjourn to Executive Session

#2023-123 Resolution authorizing an Executive Session, May 4, 2023
N.J.S.A. 10:4-12(b)(7) *Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege*
- Negotiations with Netflix

XII. Return from Executive Session

XIII. Adjournment

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF BILL LIST
FOR MAY 4, 2023**

Resolution #2023-120
05/4/23

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of May 4, 2023.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$1,007,950.73.

CERTIFICATION OF FUNDS

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



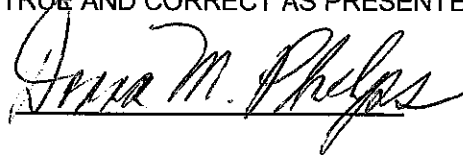
Catherine D. LaPorta, CFO

**BOROUGH OF OCEANPORT
BILL LIST**

4-May-23

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$148,945.46 9TH PAY
DCRP	\$745.69
GRANT FUND	
CAPITAL	\$444,117.88
DOG REGISTRY TOTAL	
OPEN SPACE TRUST TOTAL	\$10,577.79
SUI	\$11.20
UCC TRUST	\$249.24
TRUST OTHER TOTAL	\$289.99
ESCROW TRUST TOTAL	\$21,054.75
NON BUDGETARY	\$11,622.83
2022 VOUCHERS PAID THIS MEETING	\$5,607.66
2023 VOUCHERS PAID THIS MEETING	\$364,728.24
TOTAL	\$1,007,950.73

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



List of Bills - (All Funds)

6.1.b

Vendor	Description	Payment	Check Total
Current Fund			
1976 - 275 PORT AU PECK ASSOCIATES LLC	PO 13416 REFUND OVERPAYMENT	1,443.21	1,443.21
1532 - A & K EQUIPMENT, INC	PO 13266 REPAIRS- SPREADER PARTS	1,243.69	
	PO 13271 REPAIR- PLOW PARTS- SPREADER	540.07	1,783.76
1459 - ACCLAIM INVENTORY, LLC	PO 13155 2023 INVENTORY AUDIT	2,700.00	2,700.00
1767 - ADT SECURITY CORPORATION	PO 13578 FIRE INSPECTION - 04/30-05/29/23	118.00	
	PO 13579 FIRE MONITORING - POLICE - 04/30-05/29/2	62.50	180.50
1029 - BEATRIZ C CRANEY	PO 13452 INTERPRETING - MAR 2023	220.00	
	PO 13500 INTERPRETING - APR 3, 2023	120.00	340.00
2045 - BIRDS BEWARE, INC	PO 13567 - GEESE REMEDIATION & CONTROL	490.00	490.00
1032 - BOB JENSEN PLUMBING, INC	PO 13592 REPAIRS	1,225.00	1,225.00
1033 - BOB'S UNIFORM SHOP, INC	PO 13598 Police Equip	30.00	
	PO 13601 Police Equip	91.50	121.50
1044 - CAROL SMITH	PO 13585 MCAA LUNCHEON/TRAINING - 04/14/23	35.00	35.00
1053 - CHEMETRICS, INC	PO 13407 VIALS FOR WATER SAMPLES	188.67	188.67
1987 - CINTAS CORPORATION NO 2	PO 13647 MONTHLY CLEANING BORO HALL	191.58	191.58
1807 - COLLIERS ENGINEERING & DESIGN	PO 13610 GENERAL ENGINEERING	5,700.00	5,700.00
2058 - DIVISION OF LOCAL GOVERNMENT SERVICES	PO 13621 FISH KILL GRANT REFUND	297.26	297.26
1453 - DONNA PHELPS	PO 13625 MEETING DUE TO COVID - 04/20-05/19/23	90.09	90.09
1827 - ERSI, INC	PO 13496 OEM SOFTWARE RENEWAL	3,168.00	3,168.00
1099 - EUROFINS ENVIRONMENT TESTING PHILAD	PO 13499 WATER TESTING - MAR 2023	480.00	480.00
1991 - FRANK SKOVVAN JR	PO 13686 Reimbursement for Uniforms Skovvan	82.10	82.10
1128 - GOODYEAR AUTO SERVICE CENTER	PO 13594 New tires for Unit 7	784.00	
	PO 13596 Replace tire on Unit 2	163.74	947.74
1941 - GOTO TECHNOLOGIES USA, INC	PO 13656 Go-To-Webinar Services	398.00	398.00
1889 - GREAT AMERICA FINANCIAL SERVICES	PO 13624 APRIL 2023 - MONTHLY RENTAL	159.00	159.00
1649 - INTRON TECHNOLOGY, LLC	PO 13631 MANAGED PHONE SERVICE - APR 2023	1,367.19	
	PO 13657 IT Services	3,868.48	5,235.67
1153 - JERSEY CENTRAL POWER & LIGHT	PO 13618 200-000-957-015 - 03/01-30/23	1,204.25	
	PO 13619 200-000-956-009 - 03/03-31/23	518.72	1,722.97
2056 - JOHN F COFFEY	PO 13604 FIELD DEDICATION - REIMBURSEMENT	271.75	271.75
1160 - JPMONZO MUNICIPAL CONSULTING,	PO 13487 LAPORTA- WEBINAR	50.00	50.00
1499 - KEVIN E KENNEDY, ESQ	PO 13678 PB Legal - General Services	495.00	
	PO 13679 PB - 2023 MEETINGS	500.00	995.00
1672 - Kyle + McManus Associates LLC	PO 13589 AFFORDABLE HOUSING	698.25	698.25
1185 - LAWES COAL CO INC	PO 13442 DRAWDOWN FROM BLANKET PO 13076 - SUPPLIE	466.56	466.56
1814 - LEAF	PO 13626 COPIERS	223.01	223.01
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 12629 TOWING FOR YELLOW DUMP TRUCK TO ALLEGHEN	213.45	
	PO 13503 DRAWDOWN FROM BLANKET PO 12832- REPAIRS	1,229.41	
	PO 13509 FD GASOLINE - FEB 2023	353.71	
	PO 13510 FA GASOLINE - FEB 2023	201.90	
	PO 13511 OEM GASOLINE - FEB 2023	64.75	
	PO 13512 PD GASOLINE - FEB 2023	2,205.96	
	PO 13513 DPW- GASOLINE - FEB 2023	1,784.24	6,053.42
1222 - MONMOUTH COUNTY TREASURER	PO 13494 PILOT PAYMENT 1ST QUARTER OF 2023	9,882.36	9,882.36
1538 - MONMOUTH COUNTY TREASURER	PO 13569 BULK PICK UP - MARCH	1,010.48	1,010.48
1232 - MONMOUTH MUNICIPAL JIF	PO 13586 MMJIF INSURANCE - SECOND INSTALLMENT 202	124,796.00	124,796.00
1233 - MONMOUTH MUNICIPAL JUDGES	PO 13516 ANNUAL DUES FOR MUNICIPALITY FOR 2023	160.00	160.00
1655 - NEW JERSEY FIRE EQUIPMENT	PO 11777 AIR COMPRESSOR SERVICE	1,564.21	1,564.21
1245 - NJ AMERICAN WATER CO	PO 13633 CHARLES PARK -03/14-04/13/23	19.85	
	PO 13634 OLD WHARF - 03/11-04/13/23	49.65	
	PO 13635 BLACKBERRY BAY - 03/11-04/13/23	343.65	
	PO 13636 OLD WHARF #2 - 03/11-04/13/23	19.85	
	PO 13637 OLD WHARF #1 - 03/11-04/13/23	159.00	
	PO 13638 PORT AU PECK FIRE HOUSE - 03/14-04/13/23	175.80	
	PO 13639 LIBRARY - 03/11-04/13/23	28.25	
	PO 13640 FIRE - 03/11-04/13/23	233.36	1,029.41
1245 - NJ AMERICAN WATER CO	PO 13641 MUNICIPAL COMPLEX #1 - 03/11-04/13/23	175.80	
	PO 13684 MUNICIPAL COMPLEX #2 - 03/11-04/13/23	175.80	351.60
1248 - NJ LEAGUE OF MUNICIPALITIES	PO 13417 WEBINAR - PHELPS	45.00	45.00
1279 - PL CUSTOM BODY & EQUIPMENT INC	PO 13543 AMBULANCE REPAIR	630.35	630.35

Packet Pg. 5

List of Bills - (All Funds)

6.1.b

Vendor	Description	Payment	Check Total
1284 - POWERHOUSE SIGNWORKS	PO 13555 MINI GOLF	120.00	120.00
1938 - PRIMEPOINT, LLC	PO 13658 PAYROLL SERVICES - 04/14 & 04/28/23	626.30	626.30
1537 - PROFESSIONAL GOVERNMENT EDUCATORS,	PO 13299 TRAINING WEBINAR - SUTTON	90.00	90.00
1879 - RESERVE ACCOUNT - POSTAGE METER	PO 13659 POSTAGE METER REFILL FOR TAXES	2,000.00	2,000.00
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 13530 CONTRACT INVOICE	17.82	17.82
1588 - Spatial Data Logic, Inc.	PO 12769 Software Module	250.00	250.00
1643 - STATE TOXICOLOGY LAB	PO 13410 Drug Testing for Officers - Jan 2023	90.00	90.00
1348 - THE HOME DEPOT	PO 13570 HEATERS FOR LIBRARY	142.86	142.86
1358 - TREASURER: COUNTY OF MONMOUTH	PO 13505 SCAT 1ST QUARTER BILLING - 2023	2,015.00	2,015.00
1373 - TWO RIVER WATER RECLAMATION	PO 13627 BLACKBERRY BAY - 2ND QTR	90.00	
	PO 13628 OLD WHARF HOUSE - 2ND QTR	90.00	
	PO 13629 PORT AU PECK FIRE HOUSE - 2ND QTR	90.00	
	PO 13630 LIBRARY - 2ND QTR	90.00	360.00
1380 - US BANK OPERATIONS CENTER	PO 13602 2022 DEBT SERVICE	74,310.42	
	PO 13696 2014 DEBT SERVICE	11,624.96	
	PO 13697 2021 DEBT SERVICE	110,299.93	
	PO 13698 2013 DEBT SERVICE	3,374.99	199,610.30
1387 - VERIZON	PO 13587 910 OCEANPORT WAY FIRE MONITORING - 04/1	111.96	
	PO 13588 OLD WHARF HOUSE FIRE MONITORING - 04/08-	91.75	
	PO 13617 910 OCEANPORT WAY INTERNET - 04/13-05/12	149.00	352.71
1392 - W.B. MASON CO, INC	PO 13477 SUPPLIES	196.29	196.29
1397 - WITMER PUBLIC SAFETY GROUP INC	PO 11373 FIRE SUPPLIES	880.00	880.00
Capital Fund			
1807 - COLLIERS ENGINEERING & DESIGN	PO 13689 2022 ROAD PROGRAM CONSTRUCTION OVERSIGHT	31,153.75	
	PO 13690 OLD WHARF PARKING LOT & DESIGN	626.25	
	PO 13691 ENGINEERING 2021 ROAD PROGRAM	870.00	32,650.00
1973 - LIMA CHARLIE CONSTRUCTION, INC	PO 13695 CR29/MYRTLE AVE IMPROVEMENTS PROJECT	259,938.63	259,938.63
1195 - MASER CONSULTING, INC	PO 13692 MYRTLE AVE CONSTRUCTION OVERSIGHT CERT -	14,137.50	
	PO 13693 CHECK VALVE ENGINEERING	262.50	14,400.00
2040 - MECO, INC	PO 13694 2022 ROAD PROGRAM	137,129.25	137,129.25
OPEN SPACE TRUST			
1658 - AMAZON CAPITAL SERVICES, INC	PO 13495 CC FIELD DEDICATION	89.58	89.58
1027 - BARCO PRODUCTS	PO 13386 GARBAGE RECEPTACLES FOR PARKS	7,083.27	7,083.27
2045 - BIRDS BEWARE, INC	PO 13567 - GEESE REMEDIATION & CONTROL	910.00	910.00
1625 - DOG WASTE DEPOT	PO 13332 DOG WASTE STATIONS & BAGS FOR PARKS	1,279.94	1,279.94
1327 - SLATTERY PEST MANAGEMENT, LLC	PO 13502 TREATMENT OF GROUND BEES AT COMMUNITY PA	200.00	200.00
1362 - TREASURER: STATE OF NJ	PO 13632 RECYCLING COMPLIANCE MONITORING FEE	1,015.00	1,015.00
SUI Trust			
1331 - STATE OF NJ - DEPT OF LABOR	PO 13603 LABOR & WORKFORCE DEVELOPMENT	11.20	11.20
UCC Trust			
1814 - LEAF	PO 13626 COPIERS	223.00	223.00
1392 - W.B. MASON CO, INC	PO 13477 SUPPLIES	26.24	26.24
OTHER TRUST			
1011 - AIRTIGHT STORAGE SYSTEMS	PO 13520 ACTION CAMP - STORAGE CONTAINER	250.00	250.00
1702 - TONI SVERAPA	PO 13492 FABRIC FOR DISPLAY CASE	39.99	39.99
DEVELOPERS ESCROW TRUST			
1720 - CGP&H	PO 13532 ADM AGENT FOR AFFORDABLE HOUSING - 02/01	420.00	
	PO 13533 ADM AGENT FOR AFFORDABLE HOUSING - 03/01	475.20	
	PO 13584 ADM AGENT FOR AFFORDABLE HOUSING - MAR 2	4,298.00	5,193.20
1807 - COLLIERS ENGINEERING & DESIGN	PO 12935 CO INSPECTION - CATALOG #7764520001	125.00	
	PO 13342 Engineering - West End-KB	2,642.50	
	PO 13612 CO INSPECTION - CATALOG #7764520001	125.00	
	PO 13613 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 13615 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 13616 CO INSPECTION - CATALOG #7764520001	125.00	
	PO 13650 Engineering - West End-KB	811.25	
	PO 13651 Engineering - West End-KB	1,787.50	5,866.25

List of Bills - (All Funds)

6.1.b

Vendor	Description	Payment	Check Total
1807 - COLLIERS ENGINEERING & DESIGN	PO 13652 PB Engineering - TETHERVIEW	1,132.50	
	PO 13653 PB Engineering - 552 Caren Franzini Way	437.50	1,570.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 13654 PB Engineering - FMBC	568.75	
	PO 13655 PB Engineering - Barker's Circle	553.75	
	PO 13667 PB Engineering - Signal Point LLC	798.75	
	PO 13668 PB Engineering - Caccamise	262.50	
	PO 13669 PB Engineering - Bodnar	87.50	
	PO 13671 PB Engineering - Skeen	218.75	
	PO 13673 PB Engineering - Norwicke	131.25	
	PO 13682 PB Engineering - Scarpulla	350.00	2,971.25
1807 - COLLIERS ENGINEERING & DESIGN	PO 13683 PB Engineering - Marina at Oceanport	538.75	538.75
2054 - JOSEPH WHITE	PO 13583 ESCROW RELEASE	2,182.50	2,182.50
1499 - KEVIN E KENNEDY, ESQ	PO 13664 PB Legal - Santana/MSA	390.00	
	PO 13670 PB Legal - Bodnar	360.00	
	PO 13672 PB Legal - Skeen	360.00	
	PO 13675 PB Legal - Norwicke	60.00	
	PO 13676 PB Legal - Caccamise	360.00	
	PO 13677 PB Legal - Marina at Oceanport	120.00	
	PO 13680 PB Legal - Scarpulla	60.00	1,710.00
1200 - McMANIMON*SCOTLAND*BAUMANN LLC	PO 13566 DENHOLTZ REDEVELOPMENT	562.50	562.50
1580 - THE TWO RIVER TIMES	PO 13435 Legal Notice - Bodnar	6.82	6.82
1950 - WEST END - KB, LLC	PO 13644 RELEASE PERFORMANCE GUARANTEE	453.48	453.48
TOTAL			858,259.58

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	381,958.73
01-192-09-000-008	SEN CIT HOUSING IN LIEU OF TAX			9,882.36	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	4,934.95			
01-201-20-120-200	MUNICIPAL CLERK OE	4,266.48			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	739.70			
01-201-20-145-200	COLLECTION OF TAXES OE	90.00			
01-201-20-155-200	LEGAL SERVICES OE	698.25			
01-201-20-165-200	BOROUGH ENGINEER OE	5,700.00			
01-201-21-180-200	PLANNING BOARD OE	995.00			
01-201-23-210-200-1	GENERAL LIABILITY	72,616.50			
01-201-23-210-200-2	WORKMEN'S COMPENSATION	52,179.50			
01-201-25-240-200	POLICE OE	1,241.34			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	3,168.00			
01-201-25-260-200	FIRST AID ORGANIZATION OE	630.35			
01-201-26-300-271	REPAIRS	3,479.73			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	2,049.44			
01-201-26-310-252	REPAIRS & EQUIPMENT	180.50			
01-201-27-335-300	WATER WATCH COMMITTEE-OTHER	668.67			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	120.00			
01-201-31-430-201	ELECTRICITY	1,056.30			
01-201-31-430-203	TELEPHONE/INTERNET	1,719.90			
01-201-31-430-204	WATER/SEWER	1,741.01			
01-201-31-430-207	STREET LIGHTING	666.67			
01-201-31-430-208	GASOLINE & OIL	4,610.56			
01-201-31-465-200	SANITATION DUMPING FEES	1,010.48			
01-201-43-490-200	MUNICIPAL COURT OE	554.61			
01-201-45-920-200	DEBT SERVICE OE	199,610.30			
01-203-20-120-200	(2022) MUNICIPAL CLERK OE		250.00		
01-203-20-130-200	(2022) FINANCIAL ADMINISTRATION OE		2,700.00		
01-203-25-265-200	(2022) FIRE DEPARTMENT OE		2,444.21		
01-203-26-300-271	(2022) REPAIRS		213.45		
01-205-55-000-004	TAX OVERPAYMENTS			1,443.21	
01-400-65-100	Fund Balance Clearing			297.26	

Packet Pg. 7

6.1.b

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
TOTALS FOR	Current Fund	364,728.24	5,607.66	11,622.83	381,958.73
04-101-01-100-011	CAPITAL CASH - TD			0.00	444,117.88
04-215-55-973-B00	2017 #973 VARIOUS ROAD/DRAINAGE IMP			262.50	
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA			14,137.50	
04-215-55-990-A00	2020 ROAD PROGRAM - ORD #1026			259,938.63	
04-215-55-992-A00	2021 ROAD PROGRAM - ORD #1038			870.00	
04-215-55-993-A00	2022 ROAD PROGRAM - ORD #1053			168,909.25	
TOTALS FOR	Capital Fund	0.00	0.00	444,117.88	444,117.88
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	10,577.79
06-270-00-500-020	RESERVE FOR OPEN SPACE			10,577.79	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	10,577.79	10,577.79
14-101-01-100-101	Cash SUI Trust			0.00	11.20
14-270-55-600-155	Reserve for SUI			11.20	
TOTALS FOR	SUI Trust	0.00	0.00	11.20	11.20
18-101-01-100-101	CASH UCC TRUST			0.00	249.24
18-270-55-600	RESERVE FOR UCC TRUST			249.24	
TOTALS FOR	UCC Trust	0.00	0.00	249.24	249.24
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	289.99
60-270-55-600-105	RES.FOR RECREATION			250.00	
60-270-55-600-135	RES.FOR HISTORICAL SOCIETY			39.99	
TOTALS FOR	OTHER TRUST	0.00	0.00	289.99	289.99
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	21,054.75
61-270-55-600-205	RES.FOR DEV.ESCROW			21,054.75	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	21,054.75	21,054.75

Total to be paid from Fund 01 Current Fund	381,958.73
Total to be paid from Fund 04 Capital Fund	444,117.88
Total to be paid from Fund 06 OPEN SPACE TRUST	10,577.79
Total to be paid from Fund 14 SUI Trust	11.20
Total to be paid from Fund 18 UCC Trust	249.24
Total to be paid from Fund 60 OTHER TRUST	289.99
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	21,054.75
	858,259.58

6.1.c

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

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

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
5/01/2023		13689		04-215-55-993-A01	CONSTRUCTION OBSERVATION & ADM COLLIERS ENGINEERING & DESIGN	31,153.75	31,153.75	04-101-01-100-011
5/01/2023		13692		04-215-55-988-A07	CONSTRUCTION OVERSIGHT MASER CONSULTING, INC	14,137.50	14,137.50	04-101-01-100-011
5/01/2023		13695		04-215-55-990-A01	CR 29-MYRTLE AVE LIMA CHARLIE CONSTRUCTION, INC	259,938.63	259,938.63	04-101-01-100-011
5/01/2023		13694		04-215-55-993-A01	2022 ROAD PROGRAM MECO, INC	137,129.25	137,129.25	04-101-01-100-011
5/01/2023		13697		01-201-45-930-213	INTEREST ON BONDS US BANK OPERATIONS CENTER	110,299.93	110,299.93	01-101-01-000-011
5/01/2023		13696		01-201-45-930-213	US BANK OPERATIONS CENTER	11,624.96	11,624.96	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				121,924.89
04-101-01-100-011	CAPITAL CASH - TD				442,359.13
01-201-45-930-213	INTEREST ON BONDS	121,924.89			
04-215-55-988-A07	JOINT ROAD PROJECT MYRTLE		14,137.50		
04-215-55-990-A01	2020 ROAD PROGRAM		259,938.63		
04-215-55-993-A01	2022 ROAD PROGRAM - ORD #1053		168,283.00		
MAY TOTALS (FOR RANGE):		121,924.89	442,359.13		564,284.02
		=====	=====	=====	=====

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				121,924.89
04-101-01-100-011	CAPITAL CASH - TD				442,359.13
01-201-45-930-213	INTEREST ON BONDS	121,924.89			
04-215-55-988-A07	JOINT ROAD PROJECT MYRTLE		14,137.50		
04-215-55-990-A01	2020 ROAD PROGRAM		259,938.63		
04-215-55-993-A01	2022 ROAD PROGRAM - ORD #1053		168,283.00		
TOTALS (FOR RANGE):		121,924.89	442,359.13		564,284.02
		=====	=====	=====	=====

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AUTHORIZING AN APPLICATION TO THE STATE OF NEW JERSEY DEPARTMENT OF
TREASURY FOR FUNDING OF PROPOSED PROJECT PURSUANT WITH P.L. 2018, C. 33
(C.5:12A-16) FOR MARIA GATTA COMMUNITY PARK IMPROVEMENTS - PHASE III**

**Resolution #2023-121
05/4/23**

WHEREAS, pursuant with *P.L. 2018, c.33 (C.5:12A-16)*, *Taxation of sums received by casinos, racetracks*, the Borough of Oceanport is entitled to a percentage of sums actually received by the horse racing permit holder from any sports wagering operation less sums paid out as winnings to patrons and other taxes paid to the State General Fund; and

WHEREAS, pursuant with *P.L. 2018, c. 33 (C.5:12A-16)* the Department of the Treasury shall establish an account for each eligible municipality and shall ensure that the amounts generated from the racetrack shall only be distributed to the municipality in which the majority of the racetrack is located with 0.75 percent paid to the municipality upon application by the municipality to the Department of Treasury with those amounts used for economic development purposes which shall include, but not be limited to, improvements to: transportation and infrastructure, tourism, public safety, and properties located on or near the racetrack; and

WHEREAS, the Borough of Oceanport desires to make application for its percentage of sums for the purpose of its Phase III improvements to Maria Gatta Community Park including but not limited to walkways, restrooms, lighting, utilities (water/sewer/electric), concession stands, fencing and speaker system; and

WHEREAS, the Governing Body feels strongly that the improvements to this park will encourage greater community use, attract and draw people to the area for sporting tournaments thereby bringing greater exposure to Monmouth Park Racetrack directly across the street and use of its restaurants, mini-golf and other services,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Oceanport, County of Monmouth, New Jersey that the Borough Administrator is hereby authorized to submit an application for funding of the Maria Gatta Community Park Phase III proposed project to the State of New Jersey Department of Treasury pursuant with P.L. 2018, c.33 (C.5:12A-16) et seq.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED TO YELLOWFIN EVENTS LLCs /
BIRDSMOUTH BEER FOR "BIKES & BEERS BIRDSMOUTH BICYCLE RIDE TO BE HELD
MAY 6, 2023 WITHIN THE BOROUGH OF OCEANPORT**

**Resolution #2023-122
05/4/23**

WHEREAS, Yellowfin Events LLC and Birdsmouth Beer has made application for a Special Events Permit to hold their "Bikes & Beers Bicycle Ride" through town and concluding at Birdsmouth Beer, 675 Oceanport Way, Oceanport ; and

WHEREAS, as required by ordinance the Police Department has reviewed the application and have recommended that the application be approved.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to Yellowfin Events LLC for the Birdsmouth Beer Bikes & Beers Bicycle Ride Event through town and concluding at Birdsmouth Beer, 675 Oceanport Way, Oceanport on May 6, 2023 in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

Michael R. Fagliarone
Lieutenant



POLICE DEPARTMENT

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

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

April 19, 2023

Mayor Jay Coffey
Oceanport Borough Council Members
Borough of Oceanport
910 Oceanport Way
Oceanport, N.J. 07757

Re: Special Permit Application-Birdsmouth Brewery Bikes and Beers Casual bicycle Ride

Dear Mayor Coffey,

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the Birdsmouth Brewery Bikes and Beers Casual Ride sponsored by Yellowfin Events LLC and Birdsmouth beer in Oceanport. The event will take place on Saturday, May 6th from 8am to 1pm. The event will begin and end at the Brewery at 675 Oceanport Way.

The event will consist of three bike routes consisting of a 15-mile route and 30 miles route and 45-mile route. The bike riders will be escorted by certified bike ride Marshalls and the routes will take the riders from Birdsmouth out onto Oceanport Way to Saltzman Ave out onto Oceanport Ave and northbound into Little Silver. The longer routes will return via Main Street onto Razor Ave into the Brewery.

The event coordinator has asked for the use of 2 officers to monitor the start and end locations as well as crowd and security control.

I have reviewed the logistics of the event, as well as the planned route, the number of perspective participants. I also reviewed the course map related to Oceanport confines. (attached)

Based on the number of participants, the roadways utilized for the event, the day of the week, as well as the time of the event, I am recommending that the mayor and council approve the application.

The riders are instructed to follow specified rules of the road and additional rules from the ride Marshalls and the event coordinators.

There will be no scheduled roadway closures or detours during the event and the tour does not affect the routine flow of traffic.

Sincerely,

Michael P. Kelly
Chief of Police
Oceanport Police Department

BOROUGH OF OCEANPORT

Monmouth County, New Jersey

SPECIAL EVENT PERMIT APPLICATION

Event Name: <u>Bikes & Beers Birdsmouth</u>	Event Date(s): <u>May 6, 2023</u>
Event Type: <u>Casual Bicycle Ride (Un-timed, not a race)</u>	
Event Location: <u>Birdsmouth Beer (675 Oceanport Wy, Oceanport, NJ 07757)</u>	
Event Start Time: <u>8:00 AM</u>	Event End Time: <u>1:00 PM</u>

Organization Name: <u>Yellowfin Events LLC / Birdsmouth Beer</u>	
Contact Name: <u>Sam Accardi</u>	Contact Phone #: <u>609-231-4049</u>
Billing Contact: <u>Sam Accardi</u>	Billing Phone #: <u>609-231-4049</u>
Billing Address: <u>1370 Welsh Rd. North Wales, PA 19454</u>	Billing Fax #: <u>N/A</u>

Number of Roads to be utilized: <u>3-5</u>	Number of officers requested: <u>2</u>
Applicants must return this application to the Borough Clerk's Office, after which it will be forwarded to the Oceanport Police Department Traffic Safety Bureau for review. Once received, the event contact person will be contacted to meet or speak with the Traffic Safety Officer to discuss what will be required, prior to approval of the event. NOTE: A map of the area, course or event may be required by Oceanport Police Department Traffic Safety Officer. The number of officers required will be determined by the Oceanport Police Department based upon the type of event and the roadways affected. Application fees listed at the end of this form do not include the fees required for traffic/security control officers as required by the Oceanport Police Department. Any traffic/security control fees required shall be submitted into escrow prior to the event date. An escrow sheet will be provided with the estimated cost for traffic/security control. If, during the course of the event, additional traffic control and or security is required, the event billing contact shall be required to submit the additional fees without delay. Any unused fees will be returned to the event billing contact.	

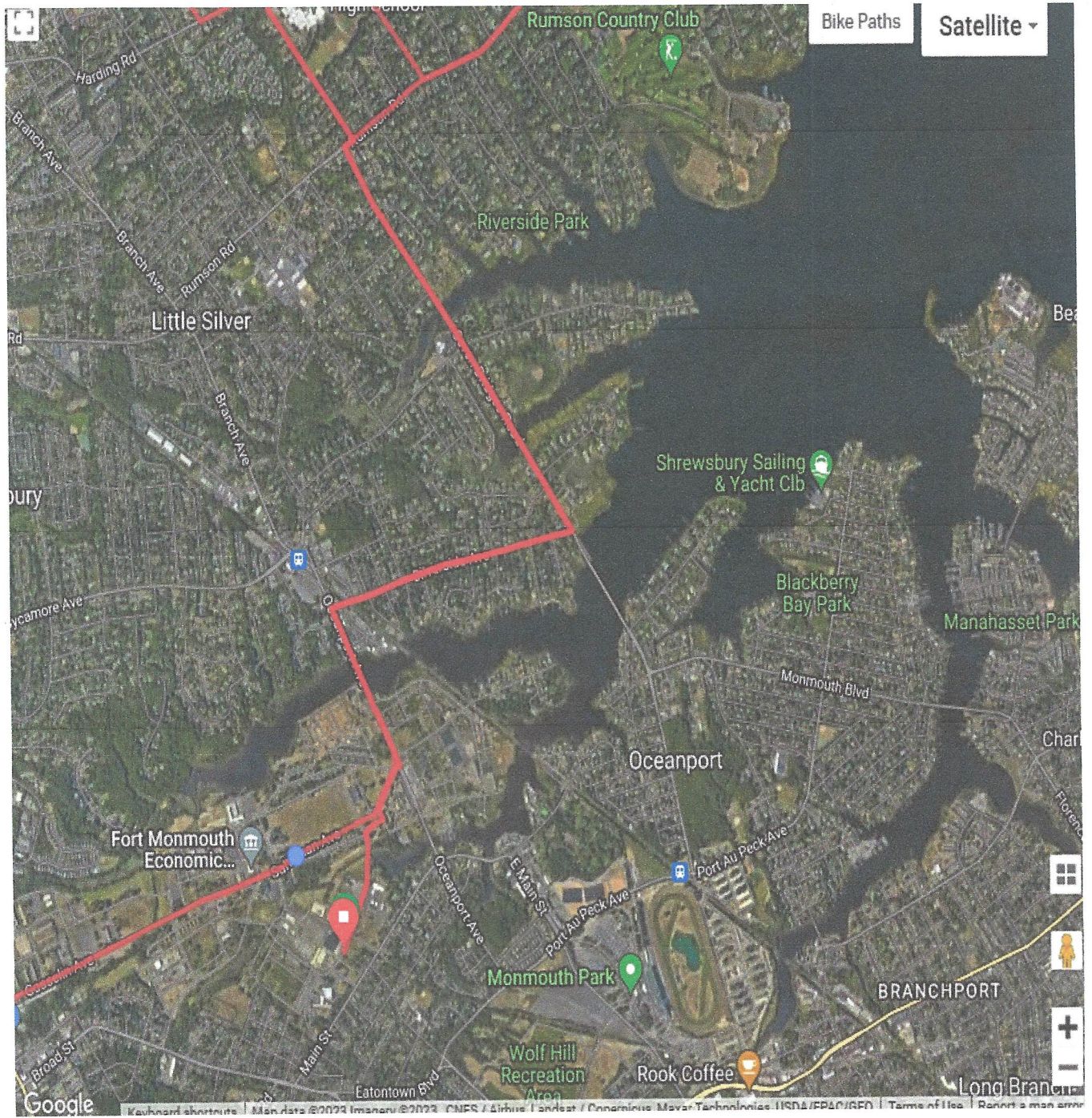
APPLICABLE BOROUGH CODES:

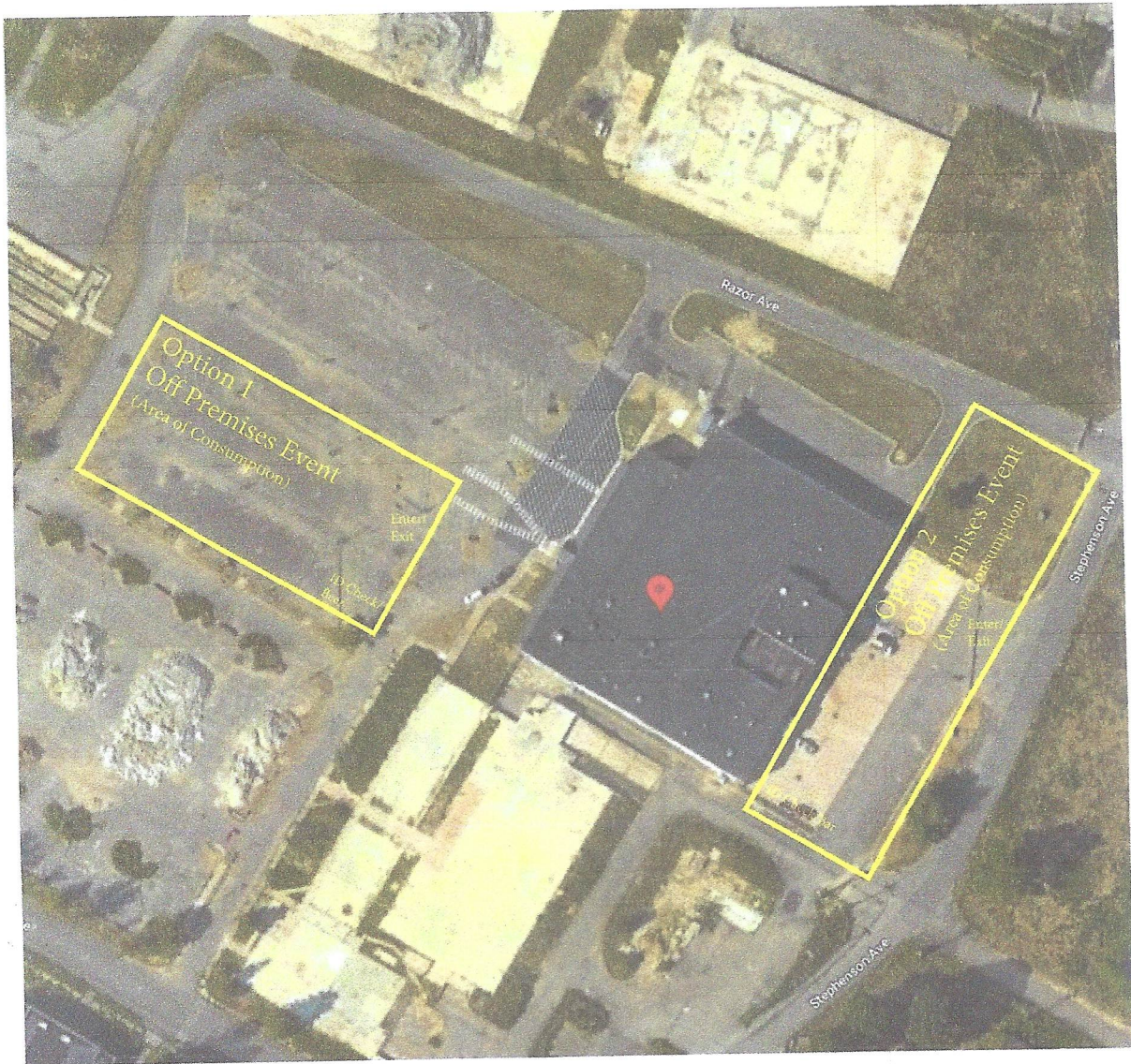
§ 326-1: Road closure or traffic control; permit required.

Any event requesting or requiring the closure of any road or requiring traffic control within the Borough for any amount of time shall be required to apply for a permit.

- A. Events shall include, but not be limited to: sporting events, concerts, sales, and/or any other type that would cause traffic to be increased or altered.
- B. It shall be the determination of the Oceanport Police Department Traffic Safety Bureau, hereafter referred to as Traffic Safety, whether the closure of a road, traffic controls or traffic officers are required.
- C. The number of roads closed or requiring traffic control shall be determined by Traffic Safety.
- D. The method and number of traffic control devices and/or officers shall be determined by Traffic Safety.

BIRDSMOUTH BREWERY BIKES AND BREW EVENT-MAY 6TH 8AM-4PM
 3 BIKE ROUTES INTO AND OUT OF OCEANPORT-15 MILE/30 MILE AND 45 MILE





Michael P. Kelly

From: ABCDoNotReply@njoag.gov
Sent: Monday, April 3, 2023 6:06 PM
To: Michael P. Kelly
Subject: NJ ABC - Permit Application for an event in your jurisdiction.
Attachments: Horizontal_Brew_NJ_LLC_-_675_Oceanport_-_Off_Premises_Application.pdf;
Horizontal_Brew_-_Off_Premises_Event_-_Inventory_4.3.23.xlsx



State of New Jersey
Office of the Attorney General
Division of Alcoholic Beverage Control

**Municipal Notification Regarding
Application of Event Type Permit**

P.O. Box 087, 140 East Front Street, Trenton, NJ 08625-0087 • 609-984-2830 • www.nj.gov/oag/abc

FOR ALL APPLICANTS: You are receiving a courtesy copy of your application.

FOR APPLICANTS OF COVID 19 EXPANSION OF PREMISES PERMIT : You are responsible for ensuring that your application has been endorsed by the Chief of Police and the Clerk of the municipality in which the expanded premises that is the subject of this application is located.

FOR APPLICANTS OF SOCIAL AFFAIR, CATERING, EXTENSION OF PREMISES AND LIMITED BREWERY OFF-PREMISES EVENT PERMITS FOR EVENTS TO BE HELD ON MUNICIPAL OR PRIVATE PROPERTY: You are responsible for ensuring that your application has been endorsed by the Chief of Police and the Clerk of the municipality in which the event that is the subject of this application.

FOR APPLICANTS OF TEMPORARY STORAGE PERMITS: You are responsible for ensuring that your application has been endorsed by the Chief of Police and the Clerk of the municipality that is the subject of this application.

FOR MUNICIPAL ISSUING AUTHORITIES: A Special Permit (Social Affair or Catering or Extension of Premises or Limited Brewery Off-Premises or COVID-19 EXPANSION OF PREMISES) has been applied for in your jurisdiction. Please login to the Division website to review the Permit Application and provide your Endorsement of the application by the noted due date. If you have any questions regarding the application, please contact the Division at 609-984-2830, and request to speak with a representative of the Permit Unit.

FOR APPLICANTS OF SOCIAL AFFAIR, CATERING, EXTENSION OF PREMISE AND LIMITED BREWERY OFF-PREMISES PERMITS FOR EVENTS TO BE HELD ON PROPERTY OR PREMISES THAT ARE OWNED BY OR UNDER THE CONTROL OF A STATE OR COUNTY ENTITY: You are responsible for obtaining the

Endorsements of the Chief Law Enforcement Officer and Chief Administrative Official with jurisdiction over the property or premises on which the event that is the subject of this application will be held. For instructions on obtaining the required Endorsements, please scroll down to the end of this Notification.

FAILURE TO OBTAIN THE REQUIRED ENDORSEMENTS WILL RESULT IN DENIAL OF YOUR APPLICATION.

This notification is being sent to the following email addresses:

- mkelly@oceanportpolice.org
- rocco@birdsmouthbeer.com

Permit Type:	Limited Brewery Off-Premises Event
File Number:	579881
Permittee:	HORIZONTAL BREW NJ LLC
License Number:	N/A
Mailing Address:	115 RUTLAND ROAD GLEN ROCK, NJ 07452 USA
Physical Address:	675 OCEANPORT WAY SUITE 100 OCEANPORT, NJ 07757 USA
Contact:	ANDREW GIOIA (732) 966-8021

Applicant Email:	rocco@birdsmouthbeer.com
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Additional Permit Information

County:	13 - MONMOUTH COUNTY
Municipality:	38 - OCEANPORT BOROUGH

Location

Location Description:

Baseline at the Commissary in Fort Monmouth

Address:

675 Oceanport Way
Oceanport, NJ 07757
USA

675 Oceanport Way. Parking lot

Event Details

What is the specific event being held?

Bikes and Beer Event

Event Dates

May 06, 2023 from 8:00 AM to 8:00 PM

Application Questions

Question 1:

Please supply the person's name and phone number to contact should there be any questions related to this application.

Response:

Andrew Gioia Andy@birdsmouthbeer.com 7329668022

Question 2:

Is the event premise owned by or under the control of a A) municipality, B) county, C) State or D) other? Please identify the owner by one of the aforementioned codes. Provide the name of the owner, as well as a phone number for the owner and for what the premise is normally used.

Response:

D. Other Denholtz Properties 732-388-3000 Parking lot for Baseline at the Commissary Building

Question 3:

Is the event premise licensed or is there a Winery Salesroom/Outlet on the premise?

Yes / No Response:

No

Question 4:

Is the event area contiguous to the already licensed premise?

Yes / No Response:

No

Question 5:

Does the premise conduct mercantile business?

Yes / No Response:

No

Question 6:

Will a charge be assessed by a ticket or cover charge for the event?

Yes / No Response:

Yes

Response:

If yes, what is the cost and what is included in the cost?
The event is a peddle bike event and the host Bikes and Beer charges for tickets. Tickets are based on how long someone wants to ride and range from \$55 to \$75. The tickets include 2 beers vouchers for drinking aged riders only.

Question 7:

Yes / No Response:

Response:

Question 8:

Response:

Question 9:

Yes / No Response:

Question 10:

Response:

Question 11:

Response:

Question 12:

Yes / No Response:

Question 13:

Response:

Will there be a cash bar?

No

How are the alcoholic beverage products being paid for?

All beer will be purchased by Bikes and Beer.

In what cup size(s) will malt alcoholic beverages be served?

12-16oz

Will there be sales of package goods?

No

How many people are expected to attend the event on a daily basis?

1000

What is the approximate age group of the attendees?

18-65

Will persons under the legal age to consume alcohol be in attendance?

Yes

Provide a detailed security plan to assure general safety, as well as emergency medical assistance. The plan must provide for: age verification to prevent underage consumption; "pass-off" controls; prevention of intoxication; identification of security personnel, duties, numbers and experience; confirmation that all servers shall be employees of the applicant and shall be certified by an nationally-recognized server training program.

The organizer of the event, Bikes and Beers, has organized this event along with the local municipality (Oceanport, NJ). We would like to license 2 separate areas labeled Option 1 and Option 2 which will be weather dependent as to which one will be used (see plan attached). The areas will be designated and clearly defined as to where the beer will be permitted to be consumed. Bikes & Beer will be responsible for security for general safety and emergency medical assistance. They are required by Oceanport, NJ to have no less than 3 police officers on site at all times and have notified the fire department to have someone on call in the event of a medical emergency. They have assured us that

they have complied with all local laws with respect to safety and medical assistance. All of the beer sold at this event will be sold in an area designated on the attached plan. IDs will be checked prior to the event starting by Bikes and Beers and again at the point of beer sales. All of our employees are TIP certified and will be checking IDs for age verification at the events designated bar. Employees of both Bikes and Beer and Birdsmouth Beer will be on alert for underaged drinking and over intoxication in accordance with their TIP certification training. We will have at least 5 employees onsite who will be sharing responsibilities to ensure that this is a safe and responsible event.

Question 14:

Has the Limited Brewery hired a promoter, production company or other entity to manage this event?

Yes / No Response:

No

Question 15:

Provide information regarding any entertainment and/or recreational activities provided at the event:

Response:

Bikes and Beer, the organizers of the event, will be providing live music and vendors.

Question 16:

By checking "yes" to this question, you are stating that you have obtained the necessary consent from the person so authorized at the premises where the affair is to be held, including property under control of a unit of government, municipality, county or State, a church; or a premises under license or other privately owned facility.

Yes / No Response:

Yes

Question 17:

Provide the full name, title, phone number and e-mail address of the person who provided the applicant with approval for the event being held at the location specified.

Response:

Denholtz Properties Gary Seminara
gseminara@denholtz.com 201 725 0718

Question 18:

The Division must be notified for cancellation or rescheduling prior to the date of the event; refunds will not be issued if cancellation is provided after the event date. Do you acknowledge the above statement and wish to submit your application?

Yes / No Response:

Yes

Documents

See below for a list of documents attached to this email.

Document Type	File Name	Upload Date
Site Plan/Sketch of Premise	Horizontal Brew NJ LLC - 675 Oceanport - Off Premises Application.pdf	Apr 03, 2023
Inventory for Limited Brewery Off-Premises Events	Horizontal Brew - Off Premises Event - Inventory 4.3.23.xlsx	Apr 03, 2023

SPECIAL NOTE TO ALL SOCIAL AFFAIR, CATERING, EXTENSION OF PREMISES AND LIMITED BREWERY OFF-PREMISES EVENT APPLICANTS FOR EVENTS TO BE HELD ON PROPERTY OR PREMISES OWNED BY OR UNDER THE CONTROL OF A STATE OR COUNTY ENTITY

- 1) If you identified in question two (2) above that the event will be held on property or at a premises which is either owned by or under the control of a County or State entity, you are required to obtain the Endorsements of the Chief Law Enforcement Officer and Chief Administrative Official with jurisdiction over the property on which the event is to be held.
- 2) This notification and all documents identified above must be submitted to the appropriate officials;
- 3) If the Chief Law Enforcement Officer or Chief Administrative Official objects to the application or seeks to impose Special Conditions on the requested permit, they shall provide, in writing, the reason(s) for the objections or Special Conditions.
- 4) The Endorsements required herein must be returned to the Division via email (NJABCPermits@njoag.gov) by no later than five business days prior to the date of the event. Counterparts of the Endorsements may be submitted, provided that both Endorsements are received by the Division no later than five business days prior to the date of the event.

THIS SECTION IS TO BE COMPLETED BY THE OFFICIALS OF THE COUNTY OR STATE ENTITY WITH JURISDICTION OVER THE PREMISES OR PROPERTY ON WHICH THE EVENT IS TO BE HELD

CERTIFICATION OF CHIEF ADMINISTRATIVE OFFICIAL AND CHIEF LAW ENFORCEMENT OFFICER:

I hereby certify that:

1. I have the authority to act on behalf of the State or County entity in this matter;
2. I have reviewed the application submitted;
3. I have considered any objections made to this application; and

4. I have concluded that there are not more than 25 permits issued for the premises designated in this application for this calendar year.

I further certify that the statements provided herein are accurate. If any of the foregoing statements are willfully false, I am subject to punishment.

Print Name: _____ Title: _____

Chief Administrative Official

Signature: _____ Date: _____

Name of State or County Entity: _____

Contact Phone: _____

Email Address: _____

Print Name: _____ Title: _____

Chief Law Enforcement Officer

Signature: _____ Date: _____

Name of State or County Entity: _____

Contact Phone: _____

Email Address: _____

If there are any questions regarding the Certification section above, please contact the Division at 609-984-2830 and request to speak with a representative of the Permit Unit.

Thank you,

NJABC Permit Unit

Please note: Upon the request by the Division, original signatures must be provided.

CONFIDENTIALITY NOTICE The information contained in this communication from the Office of the New Jersey Attorney General is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it

contains is strictly prohibited. If you have received this communication in error, please immediately contact the Office of the Attorney General at (609) 292-4925 to arrange for the return of this information.

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

Resolution

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

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

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

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

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

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

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

Exhibit A

CERTIFICATION

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

JEANNE SMITH
BOROUGH CLERK

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

Resolution

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

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

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

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

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

Resolution

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

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

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

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

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

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

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

Explanatory Statement

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

Katie LaPorta, CFO
Jason Sutton, Tax Collector

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

Resolution

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

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

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

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

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

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

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

Jason Sutton, Tax Collector

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

Resolution

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

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

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

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



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

FIREWORKS DISPLAY CONTRACT

Customer: The Borough of Oceanport

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

Display Site: Blackberry Bay Park, Oceanport

Company Contract No.: 2023-425

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

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

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

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

1. Fireworks Display:

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

2. Costs and Payments:

Display Price \$10,000

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

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

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

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

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

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

4. **Customer Responsibilities:**

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

CUSTOMER DESIGNATED AGENT: Ms. Joanne Hunt

PHONE: 732-222-8221

EMAIL: oprec@oceanportboro.com

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

D. Additional Customer Responsibilities:

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

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

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

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

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

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

5. **Security and Safety:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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18. General Provisions:

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

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

CUSTOMER: Borough of Oceanport, NJ

Printed Name: _____

Authorized Representative Title: _____

Signature: _____

Date: _____

COMPANY: STARFIRE CORPORATION

Printed Name: Audrey Jean Terrizzi

Authorized Representative Title: President

Signature: _____

Date: _____

DISPLAY DATE: 9/9/23



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

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

INVOICE DATE: 4/21/23

COMMENTS OR SPECIAL INSTRUCTIONS:

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

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

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

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

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

THANK YOU FOR YOUR BUSINESS!



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

DISPLAY DATE: 9/9/23

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

INVOICE DATE: 8/9/23

COMMENTS OR SPECIAL INSTRUCTIONS:

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

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

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

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

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

THANK YOU FOR YOUR BUSINESS!

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

Resolution

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

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

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

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

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

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

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

From: [Dovedytis, Debra](#)
To: [melissa.pfeifer@aberdeennj.org](#); [dcampagna@allenhurstnj.org](#); [clerk@allentownboronj.com](#); [clerk@ahnj.com](#); [mdarling@avonbythesea.com](#); [aclaudio@belmar.com](#); [ekostyz@bradleybeachboronj.org](#); [tnolan@brielleboro.com](#); [tlindsey@coltsneck.org](#); [deputyclerk@dealborough.com](#); [clerk@eatontownnj.com](#); [clerk@englishtownnj.com](#); [acinquegrana@fhboro.net](#); [clerk@farmingdaleborough.org](#); [tdibenedetto@freeholdboro.org](#); [clerk@twp.freehold.nj.us](#); [mlynch@hazlettwp.org](#); [Clerk@highlandsborough.org](#); [wpatrovich@holmdeltownship-nj.com](#); [clerk@twp.howell.nj.us](#); [lreibrich@interlakenboro.com](#); [thomas.cusick@keansburg-nj.us](#); [mclark@keyportonline.com](#); [aboney@lakecomonj.org](#); [kburke@littlesilver.org](#); [msimons@locharour.us](#); [clerk@mtnj.org](#); [bilaria@manasquan-nj.com](#); [Clerk@marlboro-nj.gov](#); [Karen.Wynne@matawanborough.com](#); [k-hart@millstonenj.gov](#); [jescalante@monmouthbeach.org](#); [Clerk@neptunecitynj.com](#); [gsiboni@neptunetownship.org](#); [joseph@oceantwp.org](#); [Jeanne Smith](#); [leinertsen@redbank.org](#); [clark@rooseveltnj.us](#); [trogers@rumsonnj.gov](#); [cpfeiffer@seabrightnj.org](#); [dharriman@seagirtboro.com](#); [clerk@shrewsburyboro.com](#); [kthornton@shrewsburytownship.com](#); [dzahorsky@springlakeboro.org](#); [jgillis@springlakehts.com](#); [boroughclerk@tintonfalls.com](#); [boroughclerk@unionbeachnj.gov](#); [dtyler@uftnj.com](#); [rlang@townshipofwall.com](#); [csantos@westlongbranch.org](#)
Cc: [Kirby, Laura](#)
Subject: Opt-in Agreement Amendments-FY2024-FY2026
Date: Wednesday, April 12, 2023 11:03:46 AM
Attachments: [image002.png](#)
[Final 2023 Urban County Notice FINAL.pdf](#)
[SERVICE AGREEMENT FORCDBG.pdf](#)
[opt in resolution.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

Please see below memo and all attachments. Please note that I will be mailing amended agreements/resolutions that have the municipality names on them. The amendment/resolutions attached are for your reference as it does not have the municipality names on them.

TO: Mayors and Governing Bodies c/o Municipal Clerks
Community Development Block Grant Programs

FROM: Laura Kirby, Community Development Director

DATE: April 12, 2023

RE: Renewal for participation in the Community Development Block Grant (CDBG) Program

Through an active Inter-Local Services Agreement with Monmouth County, your municipality is eligible for Community Development Block Grant money to fund public service projects, economic development projects, and physical improvements within your municipality. Additionally, income-qualified residents are eligible to apply for housing rehabilitation assistance through the Monmouth County Home Repair Program. This agreement also allows your municipality and/or residents to participate in the HOME Investment Partnership Grant Program to fund affordable housing opportunities, and the Emergency Solutions Grant Program. Your existing Inter-Local Services Agreement (FY2020-FY2023) will expire on December 31, 2023. Attached is an amendment/resolution that changes the government name from the Board of Chosen Freeholders throughout the document to the Board of County Commissioners and also incorporates some minor changes to HUD Rules. This Amendment will be for a three-year period (FY2023-FY2026) and if at that time no new changes are required by HUD will renew automatically at that time. Since your municipality will be part of the Community Development Program your municipality will be ineligible for assistance from New Jersey's Small Cities Program.

Our office looks forward to your continued participation in the Monmouth County CDBG Urban County Consortium. However, if you are not certain about continuing your participation in the County's Community Development Block Grant Program, please call the Community Development Office so we may explain the benefits of participation in detail.

If you then decide not to participate, you must advise both the Community Development staff and the U.S.

Department of Housing and Urban Development in writing no later than June 3, 2023. HUD's address is:

Ms. Annemarie Uebbing, Director,
Community Planning and Development Division
U.S. Department of Housing and Urban Development,
New Jersey State Office
One Newark Center
Newark, NJ 07102-5260
Annemarie.C.Uebbing@hud.gov

and Community Development's office address is

Ms. Laura Kirby, Director
Community Development Office
Hall of Records Annex
One East Main Street
Freehold, NJ 07728
laura.kirby@co.monmouth.nj.us

If your municipality will be continuing the CDBG Inter-Local Services Agreement, please forward two (2) executed originals of the contract AND resolution to Debbie Dovedytis attention by May 31, 2023.

I sincerely hope that your municipality continues its participation in the County's CDBG Urban County Consortium. Please feel free to contact me with any questions.

Debra Ann Dovedytis
Monmouth County
Division of Planning
Office of Community Development
Hall of Records Annex
One East Main Street, 2nd Floor
Freehold, NJ 07728
(732)431-7460 x5736
Debra.Dovedytis@co.monmouth.nj.us

NOTICE OF CONFIDENTIALITY This message, including any prior messages and attachments, may contain advisory, consultative and/or deliberative material, confidential information or privileged communications of the County of Monmouth. Access to this message by anyone other than the sender and the intended recipient(s) is unauthorized. If you are not the intended recipient of this message, any disclosure, copying, distribution or action taken or not taken in reliance on it, without the expressed written consent of the County, is prohibited. If you have received this message in error, you should not save, scan, transmit, print, use or disseminate this message or any information contained in this message in any way and you should promptly delete or destroy this message and all copies of it. Please notify the sender by return e-mail if you have received this

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

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

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

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

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

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

Responsibilities of Committee:

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

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

Estimated Cost and Allocation Thereof:

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

Duration of the Contract:

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

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

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

Standards of Performance:

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

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

Qualification as Urban County:

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

Program Income:

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

ATTEST:

TAMARA BROWN
Clerk to the Board of County
Commissioners

ATTEST:

Name: «MunicipalClerk»
Title: Municipal Clerk

MONMOUTH COUNTY BOARD OF
COUNTY COMMISSIONERS

THOMAS A. ARNONE, DIRECTOR
Board of County Commissioners

«Municipality»

Name: «Mayor»
Title: Mayor

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

Resolution

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

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

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

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

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

SECTION 5. Recreation and Education.

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

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



Mayor & Council

910 Oceanport Way
Oceanport, NJ 07757

SCHEDULED

DISCUSSION ITEM (ID # 2808)

7.8

Meeting: 05/04/23 07:00 PM

Department: Mayor & Council

Category: Policy

Prepared By: Jeanne Smith

Initiator: Jeanne Smith

Sponsors:

DOC ID: 2808

Discussion: Trees in Borough Right of Ways

Chapter 331. Streets and Sidewalks

Article III. Maintenance of Streets and Rights-of-Way

[Adopted 3-21-2019 by Ord. No. 997]

§ 331-17. Curbs and sidewalks.

For any road maintained by the Borough or any other public entity that is lined with curbing and/or sidewalk, said curbing and/or sidewalk, regardless of the installer and absent of an agreement and resolution to assume responsibility, shall be maintained by the fronting property owner.

§ 331-18. Trees, plantings and other objects.

For any road maintained by the Borough or any other public entity that is lined with trees, plantings or has any other object within its right-of-way, said trees, plantings or any other object, regardless of the installer and absent an agreement and resolution to assume responsibility, shall be maintained by the fronting property owner.

§ 331-19. Notice of violating conditions.

If any condition exists that violates this article, the Borough Code Enforcement Officer shall notify the owner, tenant or other person in possession of the property of such condition or conditions, in writing, by regular mail or personal delivery. The owner, tenant or person in possession of the property shall have 14 days from the date of such written notice to correct the condition or conditions so noticed. The Code Enforcement Officer shall reinspect the lands in question after the fourteen-day period has expired to determine if the condition or conditions have been abated or remedied.

§ 331-20. Failure to abate or remediate conditions.

If the property owner of the lands in question fails to abate or remediate the condition or conditions noticed by the Code Enforcement Officer within 14 days of the notice, the following shall occur:

- A. The Code Enforcement Officer shall have the authority to issue a complaint for the violation or violations of this article, which complaint shall be brought before the Municipal Court of the Borough of Oceanport.
- B. If it is necessary to preserve the public health, safety or general welfare of the Borough, the Zoning Officer shall cause the condition or conditions complained about to be abated or remedied and shall certify the cost of abatement or remediation to the Council of the Borough of Oceanport. The amount of such abatement or remediation shall be paid by the owner, tenant or person in possession within 10 days of the date of the mailing by which the invoice is sent to the aforesaid person.
- C. If the said invoice is not so paid, the amount so charged shall be added to and become a part of the taxes next to be assessed upon the lands in question and shall bear interest at the same rate as municipal real estate taxes and shall be collected and enforced by the same officer and in the same manner as delinquent taxes.

§ 331-21. Violations and penalties.

Any person, firm or corporation violating any of the provisions of this article shall be subject to a penalty as set forth in Chapter 1, § 1-15, General penalty.

Chapter 371. Trees

[HISTORY: Adopted by the Mayor and Council of the Borough of Oceanport 10-4-1973 by Ord. No. 338 (Ch. 20, §§ 20-11, 20-12 and 20-16, of the 1970 Code). Amendments noted where applicable.]

§ 371-1. New plantings.

- A. In all new developments, the construction of which shall have been commenced following the effective date of this chapter, trees shall be planted by the developer on each side of every street therein, providing one tree at least every 50 feet. Such trees shall be at least two inches in diameter.
- B. Such trees shall be first-class nursery stock, planted while in a dormant state and properly staked, with topsoil sufficient to cover all roots. Said trees shall be in good growing condition at the end of one year or shall be replaced by the developer in accordance with this chapter. The Shade Tree Committee^[1] shall direct the placement, planting and selection of trees in all new developments and shall certify its approval thereof to the Planning Board and the Mayor and Council. The location of such new plantings or replacements shall be such that, wherever possible, conflict or interference with existing overhead or underground utilities or other facilities will be avoided. No new plantings shall be made in the area between sidewalks and curbs, nor shall any such existing plantings be replaced.

[1] *Editor's Note: See Ch. 29, Art. II, Shade Tree Committee.*

§ 371-2. Trimming or removal of public trees.

[Amended 3-21-2019 by Ord. No. 997]

Any person, firm or corporation desiring for any lawful purpose to cut, prune, trim or remove any tree in a public highway in the Borough of Oceanport or to replace an existing tree or plant an additional tree within the public highway shall submit a request, in writing, to the Borough Clerk for permission by the Shade Tree Committee, or other official so designated by the governing body, to do the particular act. The applicant shall, in writing, indicate the location and type of work and the species of tree to be planted or destroyed. Upon approval of the application, the Shade Tree Committee, or other official so designated by the governing body, shall issue a permit, and thereafter, the work shall be performed and/or the tree planted in accordance with the instructions issued by and under the supervision of the Shade Tree Committee or other official so designated by the governing body. In the case of the replacement of existing trees or the planting of additional trees, after the maintenance period of one year has expired, the tree or trees, if satisfactory, will be accepted and classed as other trees existing along the public highways.

§ 371-3. Violations and penalties.

Any person, firm or corporation violating any of the provisions of this chapter shall be subject to a penalty as set forth in Chapter 1, § 1-15, General penalty.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION, MAY 4, 2023**

**Resolution #2023-123
05/4/23**

WHEREAS, the Mayor & Council of the Borough of Oceanport are subject to the requirements of the Open Public Meeting Act N.J.S.A. 10:4-6 et seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which time the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12b, which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Mayor & Council of the Borough of Oceanport to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12b.

NOW, THEREFORE, BE IT RESOLVED by the Mayor & Council of the Borough of Oceanport, pursuant to the Open Public Meetings Act of the State of New Jersey, as follows:

- 1.) The Mayor & Council shall hold a closed meeting from which the public shall be excluded on May 4, 2023.
- 2.) The general nature of the subjects to be discussed at said closed meeting shall be related to

☐ N.J.S.A. 10:4-12(b)(1)	<i>Matters Required by Law to be Confidential</i>
☐ N.J.S.A. 10:4-12(b)(2)	<i>Matters Where the Release of Information Would Impair the Right to Receive Funds</i>
☐ N.J.S.A. 10:4-12(b)(3)	<i>Matters Involving Individual Privacy</i>
☐ N.J.S.A. 10:4-12(b)(4)	<i>Matters Relating to Collective Bargaining Agreements</i>
☐ N.J.S.A. 10:4-12(b)(5)	<i>Matters Relating to the Purchase, Lease or Acquisition of Real Property</i>
	<i>Municipal boundary</i>
☐ N.J.S.A. 10:4-12(b)(6)	<i>Matters Relating to Public Safety and Property</i>
☒ N.J.S.A. 10:4-12(b)(7)	<i>Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege</i>
	<i>- Negotiations with Netflix</i>
☐ N.J.S.A. 10:4-12(b)(8)	<i>Matters Relating to the Employment Relationship</i>
☐ N.J.S.A. 10:4-12(b)(9)	<i>Matters Relating to the Potential Imposition of a Penalty</i>

3.) The minutes of said closed meeting shall be made available for disclosure to the public consistent with N.J.S.A. 10:4-13, when the items which are subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

BE IT FURTHER RESOLVED that formal action may be taken after the Executive Session.