



# BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • APRIL 18, 2024

Regular Meeting

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

- I. Call to Order**
- II. Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2024 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.
- III. Flag Salute, Statement to the Public:** Often times it may appear that the Mayor & Council take action with very little comment and in many cases by unanimous vote. Many items are of routine business that are placed on a Consent Agenda as they do not require additional discussion. Items not of a routine nature are first listed for discussion at a Workshop meeting prior to being listed for action at a Regular Meeting. Where appropriate, items are referred to a Council Committee for further study and investigation before being returned with a recommendation for the full Council to consider. The members of the Borough Council work via committees along with the Mayor, Borough Clerk and Administration to assure that the members fully understand the matter. There are occasions where matters are presented to the Mayor & Council for discussion and action at the same meeting when of a timely nature.
- IV. Roll Call**
- V. PUBLIC COMMENT - Action Items Only:** At this time, comments are invited on action 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. Administrator's Report**
- VII. Clerk's Report**
- VIII. Consent Agenda:** All items listed under Consent Agenda, are considered routine by the Borough Council and will be enacted by one motion in the form listed below. There will not be separate discussion of these items.. If discussion is desired, that item will be removed from the Consent Agenda by request of the Council member and considered separately. There will be one motion for all items listed.
- #2024-110** 1. Resolution authorizing payment of BILL LIST 04-18-2024
  - #2024-111** 2. Resolution authorizing Tax Sale Redemption #23-00007
  - #2024-112** 3. Resolution authorizing an Interlocal Agreement with OPBOE for ground maintenance and snow plowing
  - #2024-113** 4. Resolution appointments to Boards & Committees, Recreation
  - 5. Receipt & Acceptance of Minutes, Historical Committee, 02/08/2024
  - 6. Receipt & Acceptance of Minutes, Historical Committee, 03/14/2024
- IX. Minutes**
- 1. Regular Meeting Minutes, February 15, 2024
  - 2. Workshop Minutes, March 7, 2024
  - 3. Regular Meeting Minutes, March 21, 2024
- X. Resolutions**
- #2024-114** Resolution authorizing a Shared Services Agreement with West Long Branch court services

- #2024-115 Resolution supporting MBD Development (Monmouth Park) application to the Aspire Program
- #2024-116 Resolution authorizing an MOU with FMERA for Engineering Services - 800 Area Bldg Demolitions
- #2024-117 Resolution authorizing a License & Hold Harmless Agreement\_Block 10, Lot 20.03

**XI. First Reading Ordinances**

- Introduction of An Ordinance to amend the Development Application Fee Schedule
- Introduction of Ordinance Accepting Real Property for Right of Way and Road Width of Foggia Way
- Introduction of An Ordinance Amending Chapter 295, Article V Housing and Commercial Certificates of Occupancy

**XII. Second Reading & Public Hearing Ordinances**

- #1091 2<sup>nd</sup> Reading and PUBLIC HEARING of An Ordinance Creating Positions and Setting Salary Ranges for Various Positions

**XIII. MUNICIPAL BUDGET INTRODUCTION**

- Introduction of an Ordinance Establishing a COLA/CAP Bank for CY2024
- #2024-118 Resolution Introducing & Approving the 2024 Municipal Budget

**XIV. Resolutions**

- #2024-120 Resolution confirming Mayor's appointment of Assistant Construction Official

**XV. Council Standing Committee Reports**

1. Councilman Deerin, Parks & Recreation
2. Councilman Gallo, Public Works & Engineering
3. Councilman Keeshen, Public Safety
4. Councilman O'Brien, Finance & Administration
5. Councilman Salnick, Health & Human Services
6. Council, Planning & Development

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

- #2024-119 Resolution authorizing an Executive Session, April 18, 2024

- ☐ N.J.S.A. 10:4-12(b)(5) *Matters Relating to the Purchase, Lease or Acquisition of Real Property*
  - Potential Open Space Acquisitions
- ☐ N.J.S.A. 10:4-12(b)(7) *Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege*
  - Potential Open Space Acquisitions

**XIX. Return from Executive Session****XX. Adjournment**

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING PAYMENT OF BILL LIST FOR APRIL 18, 2024**

**Resolution #2024-110  
04/18/24**

**WHEREAS**, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of April 18, 2024.

**BE IT RESOLVED**, by the Mayor and Council that the bills be paid as on the attached bill list for \$571,273.94.

CERTIFICATION OF FUNDS

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

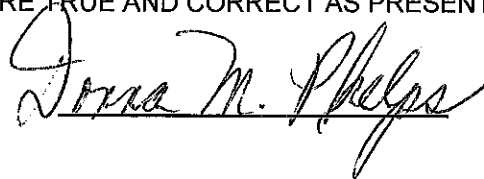
  
\_\_\_\_\_  
Catherine D. LaPorta, CFO

# **BOROUGH OF OCEANPORT BILL LIST**

**18-Apr-24**

| PAYEE                           | AMOUNT               |
|---------------------------------|----------------------|
| PAYROLL ACCOUNT                 | \$150,725.87 8TH PAY |
| DCRP                            | \$440.06             |
| GRANT FUND                      | \$80,974.16          |
| CAPITAL                         | \$9,000.00           |
| DOG REGISTRY TOTAL              | \$498.80             |
| OPEN SPACE TRUST TOTAL          | \$2,343.27           |
| SUI                             | \$0.00               |
| UCC TRUST                       | \$1,813.43           |
| TRUST OTHER TOTAL               | \$0.00               |
| ESCROW TRUST TOTAL              | \$967.50             |
| NON BUDGETARY                   | \$4,989.22           |
| 2023 VOUCHERS PAID THIS MEETING | \$1,395.00           |
| 2024 VOUCHERS PAID THIS MEETING | \$318,126.63         |
| <b>TOTAL</b>                    | <b>\$571,273.94</b>  |

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



## List of Bills - (All Funds)

8.1.b

| Vendor                                 | Description                                       | Payment    | Check Total |
|----------------------------------------|---------------------------------------------------|------------|-------------|
| <b>Current Fund</b>                    |                                                   |            |             |
| 1012 - ALL HANDS FIRE EQUIPMENT, LLC   | PO 16443 SMALL EQUIPMENT REPAIR                   | 535.99     | 535.99      |
| 1029 - BEATRIZ C CRANEY                | PO 16370 INTERPRETING - MAR 2024                  | 310.00     | 310.00      |
| 2045 - BIRDS BEWARE, INC               | PO 16265 GEESE CONTROL SERVICES                   | 481.28     | 481.28      |
| 1920 - CENTER FOR GOVT SERVICES        | PO 15942 LAPORTA - PUBLIC WORKS PURCHASING        | 390.00     | 390.00      |
| 1047 - CENTRAL JERSEY HEALTH INSURANC  | PO 16544 HEALTH / DENTAL INSURANCE - MAY 2024     | 78,630.00  | 78,630.00   |
| 2102 - DCH FORD OF EATONTOWN           | PO 16444 Replaces unit 3 Taillight Assembly       | 1,049.78   | 1,049.78    |
| 1446 - DIRECT ENERGY BUSINES           | PO 16576 PARK - 03/01-31/24                       | 402.75     |             |
|                                        | PO 16577 TRAFFIC LIGHTS - 03/02-04/01/24          | 86.22      | 488.97      |
| 1097 - ENTENMANN ROVIN CO, INC.        | PO 15929 badge order #019004                      | 1,069.40   | 1,069.40    |
| 1109 - FMERA                           | PO 16502 RT 537 - 03/01-31/24                     | 273.26     |             |
|                                        | PO 16503 BLDG 901 - 03/01-04/01/24                | 1,060.02   |             |
|                                        | PO 16504 BLDG 900 - 03/01-31/24- DPW              | 458.06     |             |
|                                        | PO 16505 BLDG 977 - 03/01-04/01/24 - POLICE       | 2,977.43   | 4,768.77    |
| 1966 - HANNON FLOOR COVERING CORP      | PO 16181 QUOTE FLOORING IN BLDG DEPT OFFICE       | 3,754.12   | 3,754.12    |
| 1143 - I.D.M. MEDICAL SUPPLY INC       | PO 16412 FAS OXYGEN - MAR 2024                    | 343.05     | 343.05      |
| 1685 - JANITOR SUPPLY CORP             | PO 16462 SUPPLIES FOR BOROUGH FACILITIES          | 379.30     | 379.30      |
| 1153 - JERSEY CENTRAL POWER & LIGHT    | PO 16542 MAIN & INTERSECTION - APR 2024           | 32.15      |             |
|                                        | PO 16571 200-00-857-007 - 02/20-03/19/24          | 5,397.01   | 5,429.16    |
| 1215 - MONMOUTH COUNTY ASSESSORS       | PO 16557 MEMBERSHIP DUES 2024 - JOHN BUTOW        | 150.00     | 150.00      |
| 1220 - MONMOUTH COUNTY PUBLIC WORKS    | PO 16442 ON-SITE PUMPER REPAIR                    | 536.22     |             |
|                                        | PO 16546 FA GASOLINE - FEB 2042                   | 303.32     |             |
|                                        | PO 16547 OEM GASOLINE - FEB2024                   | 126.67     |             |
|                                        | PO 16548 FD GASOLINE - FEB 2024                   | 365.42     |             |
|                                        | PO 16549 PD GASOLINE - FEB 2024                   | 2,424.85   |             |
|                                        | PO 16550 DPW - GASOLINE - FEB 2024                | 1,814.69   | 5,571.17    |
| 1222 - MONMOUTH COUNTY TREASURER       | PO 16509 PILOT PAYMENT 4TH QTR OF 2023            | 4,939.22   | 4,939.22    |
| 1232 - MONMOUTH MUNICIPAL JIF          | PO 16572 MMJIF INSURANCE - SECOND INSTALLMENT 202 | 135,487.00 | 135,487.00  |
| 1233 - MONMOUTH MUNICIPAL JUDGES       | PO 16498 ANNUAL DUES FOR MUNICIPALITY FOR 2024    | 200.00     | 200.00      |
| 1241 - NAPA AUTO PARTS (#15456)        | PO 15859 BATTERIES - PUMPER                       | 786.88     | 786.88      |
| 1251 - NJ NATURAL GAS CO               | PO 16512 920 OCEANPORT WAY - 02/16-03/18/24       | 399.94     |             |
|                                        | PO 16513 930 OCEANPORT WAY - 02/16-03/18/24       | 807.35     |             |
|                                        | PO 16514 910 OCEANPORT WAY - 02/16-03/18/24       | 703.86     | 1,911.15    |
| 1543 - OTC BRANDS, INC.                | PO 16255 EASTER EGG HUNT                          | 139.98     | 139.98      |
| 1938 - PRIMEPOINT, LLC                 | PO 16539 PAYROLL SERVICES - 02/29 & 03/01 & 03/15 | 1,067.80   | 1,067.80    |
| 1286 - PRO JANITORIAL SERVICES, LLC    | PO 16496 CLEANING SERVICES - MAR 2024             | 2,874.00   |             |
|                                        | PO 16497 CLEANING SERVICES - FEB 2024             | 3,000.00   | 5,874.00    |
| 1791 - READY FRESH                     | PO 16570 WATER DELIVERY SERVICE - MAR 2024        | 89.44      | 89.44       |
| 2130 - REARDON ANDERSON, LLC           | PO 16410 CIVIL LITIGATION                         | 245.00     | 245.00      |
| 1879 - RESERVE ACCOUNT - POSTAGE METER | PO 16560 POSTAGE FOR TAX BILLING 2024             | 2,000.00   | 2,000.00    |
| 2161 - SAFE LIFE DEFENSE, LLC          | PO 15939 Body Armor for New Hires Shane Carroll & | 1,560.00   |             |
|                                        | PO 16072 VESTS FOR POLICE                         | 3,297.60   |             |
|                                        | PO 16073 Tactical vest for Sgt. Lauretta (body ar | 1,078.20   | 5,935.80    |
| 1974 - SERVICE TIRE TRUCK CENTER INC   | PO 16257 quote # 24-0149899-042                   | 2,035.95   | 2,035.95    |
| 1320 - SHORE BUSINESS SOLUTIONS,INC    | PO 16423 SD PRO SCANNER CONTRACT                  | 374.00     |             |
|                                        | PO 16461 DPW PRINTER CHARGES                      | 47.94      |             |
|                                        | PO 16538 DRAWDOWN FROM BLANKET PO 15951 FOR DPW P | 56.47      | 478.41      |
| 1325 - SHREWSBURY AUTO PARTS           | PO 16418 TO PAINT BIG YELLA GARBAGE TRUCK         | 979.29     | 979.29      |
| 1330 - STATE OF NEW JERSEY             | PO 16507 NJ DIV OF EMPLOYER ACCTS - 06/30 & 09/30 | 40.00      | 40.00       |
| 1334 - STAVOLA ASPHALT COMPANY, INC    | PO 16533 ASPHALT MARCH 14, 2024                   | 183.39     | 183.39      |
| 1337 - SUBURBAN DISPOSAL               | PO 16568 COLLECTION - APR 2024                    | 34,500.00  |             |
|                                        | PO 16569 DISPOSAL FEE - MAR 2024                  | 22,742.21  | 57,242.21   |
| 1849 - TABB INC                        | PO 16510 BACKGROUND CHECK - NEW EMPLOYEE          | 28.00      | 28.00       |
| 1345 - TEAM LIFE, INC                  | PO 16405 RELEASE = PO #15426 (FAS AED)            | 1,150.00   | 1,150.00    |
| 1348 - THE HOME DEPOT                  | PO 16523 DRAWDOWN FROM BLANKET PO 16459 FOR SUPPL | 278.83     |             |
|                                        | PO 16526 DWP SUPPLIES                             | 142.31     |             |
|                                        | PO 16527 SUPPLIES FOR PAINTING OF #130 BIG YELLA  | 278.06     |             |
|                                        | PO 16528 SUPPLIES FOR BIG YELLA PAINTING          | 272.20     | 971.40      |
| 1580 - THE TWO RIVER TIMES             | PO 16406 LEGAL NOTICES                            | 43.09      | 43.09       |
| 1447 - TREASURER STATE OF NJ           | PO 16559 MARRIAGE LICENSE FEES 1ST QTR 2024       | 50.00      | 50.00       |
| 2061 - UGI ENERGY SERVICES, LLC        | PO 16515 DPW - 02/16-03/18/24                     | 282.11     |             |

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List of Bills - (All Funds)

8.1.b

| Vendor                                | Description                                    | Payment   | Check Total |
|---------------------------------------|------------------------------------------------|-----------|-------------|
|                                       | PO 16516 HOOK & LADDER - 02/15-03/15/24        | 346.25    |             |
|                                       | PO 16517 FAS UTILITIES - 02/15-03/15/24        | 322.62    |             |
|                                       | PO 16518 PAP FIRE HOUSE - 02/15-03/15/24       | 301.65    | 1,252.63    |
| 1387 - VERIZON                        | PO 16511 POLICE FIOS - 03/24-04/23/24          | 304.20    | 304.20      |
| 1388 - VERIZON WIRELESS               | PO 16543 POLICE WIRELESS - 03/24-04/23/24      | 688.40    |             |
|                                       | PO 16563 FIRE BUREAU WIRELESS - 04/02-05/01/24 | 28.62     |             |
|                                       | PO 16566 DPW - 04/02-05/01/24                  | 40.01     | 757.03      |
| 1559 - Verizon Wireless               | PO 16562 UCC/CLERK WIRELESS - 04/02-05/01/24   | 65.48     | 65.48       |
| 1558 - Verizon Wireless               | PO 16567 FIRE WIRELESS - 04/02-05/01/24        | 120.09    | 120.09      |
| 1389 - VERIZON WIRELESS (OEM)         | PO 16565 OEM WIRELESS - 04/02-05/01/24         | 80.02     | 80.02       |
| 2188 - YANNUZZI GROUP                 | PO 16584 ASBESTOS ABATEMENT 550/551            | 77,676.56 | 77,676.56   |
| Capital Fund                          |                                                |           |             |
| 2149 - TWO RIVER WATER RECLAMATION    | PO 16581 SEWER SERVICES - MUNICIPAL COMPLEX    | 9,000.00  | 9,000.00    |
| DOG TRUST FUND                        |                                                |           |             |
| 1445 - Monmouth County SPCA           | PO 16407 ANIMAL CONTROL SERVICES - FEB 2024    | 425.00    | 425.00      |
| 1367 - TREASURER:STATE OF NJ HEALTH   | PO 16530 MARCH 2024                            | 73.80     | 73.80       |
| OPEN SPACE TRUST                      |                                                |           |             |
| 2045 - BIRDS BEWARE, INC              | PO 16265 GEESE CONTROL SERVICES                | 893.75    | 893.75      |
| 1685 - JANITOR SUPPLY CORP            | PO 16463 SUPPLIES- PARKS                       | 1,371.48  | 1,371.48    |
| 1388 - VERIZON WIRELESS               | PO 16564 BBB & OLD WHARF - 04/02-05/01/24      | 78.04     | 78.04       |
| UCC Trust                             |                                                |           |             |
| 1658 - AMAZON CAPITAL SERVICES, INC   | PO 16039 DESKS FOR CONSTRUCTION                | 569.97    |             |
|                                       | PO 16249 OFFICE DESK                           | 823.65    | 1,393.62    |
| 1861 - BUILDING SAFETY CONFERENCE     | PO 16388 CONFERENCE ATTENDANCE - ECKART        | 275.00    | 275.00      |
| 1559 - Verizon Wireless               | PO 16562 UCC/CLERK WIRELESS - 04/02-05/01/24   | 144.81    | 144.81      |
| DEVELOPERS ESCROW TRUST               |                                                |           |             |
| 1200 - McMANIMON*SCOTLAND*BAUMANN LLC | PO 16467 DENHOLTZ REDEVELOPMENT                | 967.50    | 967.50      |
| TOTAL                                 |                                                |           | 420,108.01  |

Summary By Account

| ACCOUNT             | DESCRIPTION                    | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT     |
|---------------------|--------------------------------|------------|--------------|---------------|------------|
| 01-101-01-000-011   | CASH OPERATING                 |            |              | 0.00          | 324,510.85 |
| 01-192-09-000-008   | SEN CIT HOUSING IN LIEU OF TAX |            |              | 4,939.22      |            |
| 01-201-20-100-200   | ADMINISTRATIVE & EXECUTIVE OE  | 2,124.44   |              |               |            |
| 01-201-20-120-200   | MUNICIPAL CLERK OE             | 417.09     |              |               |            |
| 01-201-20-130-200   | FINANCIAL ADMINISTRATION OE    | 1,539.09   |              |               |            |
| 01-201-20-150-200   | ASSESSMENT OF TAXES OE         | 150.00     |              |               |            |
| 01-201-23-210-200-1 | GENERAL LIABILITY              | 83,568.00  |              |               |            |
| 01-201-23-210-200-2 | WORKMEN'S COMPENSATION         | 51,919.00  |              |               |            |
| 01-201-23-210-202   | HEALTH                         | 74,335.00  |              |               |            |
| 01-201-23-210-203   | DENTAL                         | 4,295.00   |              |               |            |
| 01-201-25-240-200   | POLICE OE                      | 5,445.78   |              |               |            |
| 01-201-25-252-200   | EMERGENCY MANAGEMENT OE        | 80.02      |              |               |            |
| 01-201-25-260-200   | FIRST AID ORGANIZATION OE      | 785.76     |              |               |            |
| 01-201-25-265-209   | REPAIRS & MAINTENANCE          | 3,895.04   |              |               |            |
| 01-201-25-265-400   | FIRE BUREAU OE                 | 28.62      |              |               |            |
| 01-201-26-300-273   | SUPPLIES                       | 2,095.11   |              |               |            |
| 01-201-26-300-277   | BITUMINOUS CONCRETE            | 183.39     |              |               |            |
| 01-201-26-305-200   | SANITATION-TRASH REMOVAL OE    | 27,416.66  |              |               |            |
| 01-201-26-306-200   | RECYCLING OE                   | 7,083.34   |              |               |            |
| 01-201-26-310-200   | PUBLIC BUILDINGS & GROUNDS OE  | 6,734.58   |              |               |            |
| 01-201-26-310-252   | REPAIRS & EQUIPMENT            | 3,754.12   |              |               |            |
| 01-201-28-371-200   | PARKS AND PLAYGROUNDS OE       | 139.98     |              |               |            |
| 01-201-31-430-201   | ELECTRICITY                    | 4,495.51   |              |               |            |

| ACCOUNT           | DESCRIPTION                     | CURRENT YR        | APPROP. YEAR    | NON-BUDGETARY    | CREDIT            |
|-------------------|---------------------------------|-------------------|-----------------|------------------|-------------------|
| 01-201-31-430-203 | TELEPHONE/INTERNET              | 328.39            |                 |                  |                   |
| 01-201-31-430-205 | NATURAL GAS                     | 2,841.16          |                 |                  |                   |
| 01-201-31-430-207 | STREET LIGHTING                 | 6,191.39          |                 |                  |                   |
| 01-201-31-430-208 | GASOLINE & OIL                  | 5,027.95          |                 |                  |                   |
| 01-201-31-465-200 | SANITATION DUMPING FEES         | 22,742.21         |                 |                  |                   |
| 01-201-43-490-200 | MUNICIPAL COURT OE              | 510.00            |                 |                  |                   |
| 01-203-20-155-200 | (2023) LEGAL SERVICES OE        |                   | 245.00          |                  |                   |
| 01-203-25-240-300 | (2023) PUBLIC SAFETY EQUIPMENT  |                   | 1,150.00        |                  |                   |
| 01-218-55-000-028 | DUE STATE-MARRIAGE LICENSES     |                   |                 | 50.00            |                   |
| <b>TOTALS FOR</b> | <b>Current Fund</b>             | <b>318,126.63</b> | <b>1,395.00</b> | <b>4,989.22</b>  | <b>324,510.85</b> |
| 02-160-05-000-001 | DUE TO/FROM CURRENT FUND        |                   |                 | 0.00             | 80,974.16         |
| 02-213-40-700-035 | BODY ARMOR                      |                   |                 | 3,297.60         |                   |
| 02-213-40-700-069 | FMERA MOU-550 & 551             |                   |                 | 77,676.56        |                   |
| <b>TOTALS FOR</b> | <b>FEDERAL AND STATE GRANTS</b> | <b>0.00</b>       | <b>0.00</b>     | <b>80,974.16</b> | <b>80,974.16</b>  |
| 04-101-01-100-011 | CAPITAL CASH - TD               |                   |                 | 0.00             | 9,000.00          |
| 04-215-55-474-000 | MUNICIPAL COMPLEX ORD #970      |                   |                 | 9,000.00         |                   |
| <b>TOTALS FOR</b> | <b>Capital Fund</b>             | <b>0.00</b>       | <b>0.00</b>     | <b>9,000.00</b>  | <b>9,000.00</b>   |
| 05-101-00-100-011 | CASH - TD                       |                   |                 | 0.00             | 498.80            |
| 05-161-00-500-040 | DUE TO STATE OF NJ              |                   |                 | 73.80            |                   |
| 05-270-00-500-020 | RESERVE FOR EXPENDITURES        |                   |                 | 425.00           |                   |
| <b>TOTALS FOR</b> | <b>DOG TRUST FUND</b>           | <b>0.00</b>       | <b>0.00</b>     | <b>498.80</b>    | <b>498.80</b>     |
| 06-101-01-100-011 | OPEN SPACE CASH - TD            |                   |                 | 0.00             | 2,343.27          |
| 06-270-00-500-020 | RESERVE FOR OPEN SPACE          |                   |                 | 2,343.27         |                   |
| <b>TOTALS FOR</b> | <b>OPEN SPACE TRUST</b>         | <b>0.00</b>       | <b>0.00</b>     | <b>2,343.27</b>  | <b>2,343.27</b>   |
| 18-101-01-100-101 | CASH UCC TRUST                  |                   |                 | 0.00             | 1,813.43          |
| 18-270-55-600     | RESERVE FOR UCC TRUST           |                   |                 | 1,813.43         |                   |
| <b>TOTALS FOR</b> | <b>UCC Trust</b>                | <b>0.00</b>       | <b>0.00</b>     | <b>1,813.43</b>  | <b>1,813.43</b>   |
| 61-101-01-100-101 | CASH-DEV.ESCROW/TD              |                   |                 | 0.00             | 967.50            |
| 61-270-55-600-205 | RES.FOR DEV.ESCROW              |                   |                 | 967.50           |                   |
| <b>TOTALS FOR</b> | <b>DEVELOPERS ESCROW TRUST</b>  | <b>0.00</b>       | <b>0.00</b>     | <b>967.50</b>    | <b>967.50</b>     |

|                                                        |            |
|--------------------------------------------------------|------------|
| Total to be paid from Fund 01 Current Fund             | 324,510.85 |
| Total to be paid from Fund 02 FEDERAL AND STATE GRANTS | 80,974.16  |
| Total to be paid from Fund 04 Capital Fund             | 9,000.00   |
| Total to be paid from Fund 05 DOG TRUST FUND           | 498.80     |
| Total to be paid from Fund 06 OPEN SPACE TRUST         | 2,343.27   |
| Total to be paid from Fund 18 UCC Trust                | 1,813.43   |
| Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST  | 967.50     |
|                                                        | -----      |
|                                                        | 420,108.01 |

8.1.b

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

From 04/01/2024 to 04/30/2024 With a Line Amount > 10000.00

| DATE      | ENTRY # | PO# | CHECK # | ACCOUNT                                                     | VENDOR/EXPLANATION                                                          | DEBIT                           | CREDIT     | ACCOUNT           |
|-----------|---------|-----|---------|-------------------------------------------------------------|-----------------------------------------------------------------------------|---------------------------------|------------|-------------------|
| 4/10/2024 | 16544   |     |         | 01-201-23-210-202<br>01-201-23-210-203                      | HEALTH<br>DENTAL<br>CENTRAL JERSEY HEALTH INSURANC                          | 74,335.00<br>4,295.00           | 78,630.00  | 01-101-01-000-011 |
| 4/12/2024 | 16572   |     |         | 01-201-23-210-200-2<br>01-201-23-210-200-11                 | WORKERS COMPENSATION<br>GENERAL LIABILITY<br>MONMOUTH MUNICIPAL JIF         | 51,919.00<br>83,568.00          | 135,487.00 | 01-101-01-000-011 |
| 4/12/2024 | 16568   |     |         | 01-201-26-305-201<br>01-201-26-306-201                      | SOLIDE WASTE 04/24<br>RECYCLING 04/24<br>SUBURBAN DISPOSAL                  | 27,416.66<br>7,083.34           | 34,500.00  | 01-101-01-000-011 |
| 4/12/2024 | 16569   |     |         | 01-201-31-465-201<br>01-201-31-465-201<br>01-201-31-465-201 | DISPOSAL<br>RECYCLING ENHANCEMENT ACT<br>RECYCLING FEE<br>SUBURBAN DISPOSAL | 17,585.70<br>602.25<br>4,554.26 | 22,742.21  | 01-101-01-000-011 |
| 4/15/2024 | 16584   |     |         | 02-213-40-700-069                                           | PARTIAL PAYMENT - CERTIFICATE #1<br>YANNUZZI GROUP                          | 77,676.56                       | 77,676.56  | 02-160-05-000-001 |

APRIL SUMMARY BY ACCOUNT:

| ACCOUNT                                                                                                                                                                   | ACCOUNT DESCRIPTION                                                                                                                                | APR RESERVE | CURRENT                                                                               | NON-BUDGETARY | PENDING CR              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------------------|---------------|-------------------------|
| 01-101-01-000-011<br>02-160-05-000-001                                                                                                                                    | CASH OPERATING<br>DUE TO/FROM CURRENT FUND                                                                                                         |             |                                                                                       |               | 271,359.21<br>77,676.56 |
| 01-201-23-210-200-11<br>01-201-23-210-200-2<br>01-201-23-210-202<br>01-201-23-210-203<br>01-201-26-305-201<br>01-201-26-306-201<br>01-201-31-465-201<br>02-213-40-700-069 | MJIF<br>WORKMEN'S COMPENSATION<br>HEALTH<br>DENTAL<br>SANITATION-TRASH REMOVAL<br>OTHER EXPENSES<br>SANITATION DUMPING FEES<br>FMERA MOU-550 & 551 |             | 83,568.00<br>51,919.00<br>74,335.00<br>4,295.00<br>27,416.66<br>7,083.34<br>22,742.21 |               |                         |
|                                                                                                                                                                           |                                                                                                                                                    |             |                                                                                       | 77,676.56     |                         |
| APRIL TOTALS (FOR RANGE):                                                                                                                                                 |                                                                                                                                                    |             | 271,359.21                                                                            | 77,676.56     | 349,035.77              |

SUMMARY BY ACCOUNT FOR RANGE:

| ACCOUNT                                                                                                                                                                   | ACCOUNT DESCRIPTION                                                                                                                                | APR RESERVE | CURRENT                                                                               | NON-BUDGETARY | DISBURSED               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------------------|---------------|-------------------------|
| 01-101-01-000-011<br>02-160-05-000-001                                                                                                                                    | CASH OPERATING<br>DUE TO/FROM CURRENT FUND                                                                                                         |             |                                                                                       |               | 271,359.21<br>77,676.56 |
| 01-201-23-210-200-11<br>01-201-23-210-200-2<br>01-201-23-210-202<br>01-201-23-210-203<br>01-201-26-305-201<br>01-201-26-306-201<br>01-201-31-465-201<br>02-213-40-700-069 | MJIF<br>WORKMEN'S COMPENSATION<br>HEALTH<br>DENTAL<br>SANITATION-TRASH REMOVAL<br>OTHER EXPENSES<br>SANITATION DUMPING FEES<br>FMERA MOU-550 & 551 |             | 83,568.00<br>51,919.00<br>74,335.00<br>4,295.00<br>27,416.66<br>7,083.34<br>22,742.21 |               |                         |
|                                                                                                                                                                           |                                                                                                                                                    |             |                                                                                       | 77,676.56     |                         |
| TOTALS (FOR RANGE):                                                                                                                                                       |                                                                                                                                                    |             | 271,359.21                                                                            | 77,676.56     | 349,035.77              |



**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #23-00007 FOR  
BLOCK 102 LOT 1.18 KNOWN AS 9 BRIDGEWATERS DR. #18**

**Resolution #2024-111  
04/18/24**

**WHEREAS**, at the Borough Tax Sale held on October 5, 2023, a lien was sold on Block 102 Lot 1.18, otherwise known as 9 Bridgewaters Dr. #18; and

**WHEREAS**, this lien, known as Tax Sale Certificate 23-00007 was sold to Pro Cap 8 FBO Firsttrust Bank at an interest rate of 18%; and

**WHEREAS**, the owner has redeemed Certificate 23-00007 in the amount of \$915.79.

**NOW, THEREFORE, BE IT RESOLVED** that the CFO be authorized to issue a check in the amount of \$915.79 payable to Pro Cap 8 FBO Firsttrust Bank, PO Box 774, Fort Washington, PA 19034-0774 for the redemption of Tax Sale Certificate 23-00007.

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING AN INTER-LOCAL AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND  
THE OCEANPORT BOARD OF EDUCATION FOR GROUNDS MAINTENANCE AND SNOW PLOWING**

**Resolution #2024-112  
04/18/24**

**WHEREAS**, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40:65-1 Et. Seq. authorizes joint activities among governmental agencies and was enacted with the intent to facilitate and promote Inter local Service Agreements; and

**WHEREAS** the Governing Body approved an Interlocal Agreement with the Oceanport Board of Education pursuant with Resolution #2023-218 for the provision of grounds maintenance and snow plowing of school properties which expires on June 30, 2024; and

**WHEREAS**, the Oceanport Board of Education is desirous of continuing this shared services agreement with the Borough of Oceanport for a period of one year beginning July 1, 2024 and expiring June 30, 2025 for an amount not to exceed \$46,800.00;

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council of the Borough of Oceanport hereby authorizes the Mayor and Borough Clerk to execute a Shared Services Agreement ("agreement") for services between the Borough of Oceanport and the Oceanport Board of Education that incorporates the following terms and conditions:

1. The agreement shall be for a period of one year beginning July 1, 2024 and expiring on June 30, 2025
2. The annual rate for the services shall be \$46,800.00
3. The cost of equipment to provide services upon approval by the Board shall be purchased by the Board and deducted from and made in lieu of a portion or all of the payments due to the Borough. Upon termination of or any extension of the agreement, the equipment shall be transferred to the Borough for consideration of the payment of \$100.00
4. All other terms and conditions contained in the Shared Services Agreement or any extensions thereto.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to the Oceanport Board of Education, Borough Administrator, Public Works Superintendent and Chief Financial Officer.

**INTER-LOCAL AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND THE  
OCEANPORT BOARD OF EDUCATION  
FOR GROUNDS MAINTENANCE AND SNOW PLOWING SERVICES**

**THIS AGREEMENT** made the 18th day of April 2024, by and between the **BOROUGH OF OCEANPORT** and the **OCEANPORT BOARD OF EDUCATION**

**WHEREAS** the Oceanport Board of Education (the "Board") has the need for lawn mowing and snow plowing services in connection with Board related properties, with the exception of the walkways of school properties; and

**WHEREAS**, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40:65-1 Et. Seq. authorizes joint activities among governmental agencies and was enacted with the intent to facilitate and promote Inter-local Service Agreements; and

**WHEREAS**, the Borough of Oceanport (the "Borough") has the personnel to perform the lawn mowing and snow plowing services and the willingness and ability to enter into an inter-local agreement with the Board to do such work; and

**WHEREAS**, the Borough has been performing these services for the Board of Education since 2008 and both parties have found the Agreement to be beneficial;

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the Borough of Oceanport and the Oceanport Board of Education that they hereby enter into an inter-local services agreement with each other as follows:

1. The Borough shall provide for lawn mowing and snow plowing services in connection with Board related properties, with the exception of the walkways of school properties, for a cost of Forty-Six Thousand Eight Hundred Dollars (\$46,800.00) annually, with one half of payment due September 1<sup>st</sup> and the second half of payment due January 1<sup>st</sup> of each year. The Borough shall invoice the Board in advance of the payment due date.
2. The Borough reserves the right to request compensation of \$40 per hour per person for any a-la-carte work they are asked to perform beyond the scope of lawn mowing and snow removal. Any work of this nature must be communicated to the Oceanport School Superintendent or Business Administration via email. Work of this nature cannot be performed without written approval in email from the Oceanport School Superintendent or Oceanport Business administrator.
3. The Borough may request that the Board purchase equipment for the ground's maintenance and snow plowing. Should the Board agree, the Board shall purchase said equipment. The Borough shall be responsible to utilize, store, service and maintain the equipment at its sole cost and expense. The cost of the equipment paid for by the Board shall be deducted from and made in lieu of a portion or all of the payments due to the Borough in paragraph 1. The equipment shall remain the property of the Board during the term of this agreement and any extension thereof. Upon termination of this agreement or any extension thereof, the equipment shall be transferred to the Borough for consideration of the payment of \$100.00.
4. The Borough agrees to defend, indemnify, and hold harmless the Oceanport Board of Education and/or its members, agents, servants or employees or other representatives from all liabilities,

claims, physical injury, bodily injury, damages, losses, and expenses, including reasonable attorneys' fees that may arise out of and/or in connection with the Borough's use, storage, service, and maintenance of the equipment purchased in paragraph 2. This indemnification agreement's scope of coverage shall include, but not be limited to, bodily injuries suffered by Borough employees, Board employees and/or any other persons

5. In accordance with N.J.S.A. 18A:18A-45, at the end of the term of this agreement, the Board shall sell the equipment to the Borough for \$100, which shall be considered good and valuable consideration for such sale.

6. This agreement shall commence on July 1, 2024, and terminate on June 30, 2025, and shall be renewable for one year thereafter at the discretion of the parties. Any renewal must be made in writing and signed by both parties.

7. The parties hereby agree that each party shall release, indemnify, defend, and hold harmless the other and their respective agents, officers, and employees from any and all claims, demands, losses, expenses, attorney's fees, causes of action, judgments, lawsuits, proceedings, damages, and liability resulting and arising from the alleged or asserted negligence, reckless, or intentional act of itself, its agents, officers, and employees.

8. Both parties shall designate each other as a named insured on all insurance coverage.

9. Either party may terminate this Agreement for any reason upon sixty-days' written notice to the other. In the event of an early termination by either party for any reason, the Board shall retain ownership of any equipment purchased regardless of any offset in payment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers duly authorized and have caused this Agreement to be dated as of the day and year written above.

ATTEST: BOROUGH OF OCEANPORT

\_\_\_\_\_  
Jeanne Smith  
Municipal Clerk

\_\_\_\_\_  
By: Thomas J. Tvrdik  
Mayor

Date:\_\_\_\_\_

Date:\_\_\_\_\_

OCEANPORT BOARD OF EDUCATION

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
By: Mark Patterson  
President

Date:\_\_\_\_\_

Date:\_\_\_\_\_

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

**Resolution #2024-113**  
**04/18/24**

**WHEREAS**, the Borough of Oceanport Code Chapter 29 Article III established the Borough's Recreation Committee;  
and

**WHEREAS**, Borough Code 29-28, provides for a Recreation Committee composed of 10 members and recommendations for appointments shall be based on the following goals: three appointments shall be made available to the sports associations, with any given association having a maximum of two members on the Committee; one appointment shall be made available to a senior citizen, and five appointments shall be for members at large.

**WHEREAS**, when other vacancies occur, they shall be offered to the sports associations and senior citizen candidates in that order until the recommended number of appointments is attained for each category; and

**WHEREAS**, there are currently two (2) vacancies on the Recreation Committee; and

**WHEREAS**, there are several volunteer applications of residents interested in serving on the Recreation Committee and having reviewed same, now therefore,

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

**RECREATION COMMITTEE**

Rob Newland

Unexpired Term ending 12/31/26

Michelle Perrulli

Unexpired Term ending 12/31/26

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

|                      |                                                         |
|----------------------|---------------------------------------------------------|
| Scott Marcantonio    | 3yr Term expiring 12/31/24                              |
| Melanie Patterson    | 3yr Term expiring 12/31/24                              |
| Alexa Hetzel         | 3yr Term expiring 12/31/25                              |
| Kevin Guilford       | 3yr Term expiring 12/31/25                              |
| David Walker         | 3yr Term expiring 12/31/25                              |
| Debbie Peterson      | 3yr Term expiring 12/31/25, sports association category |
| Rob Newland          | 3yr Term expiring 12/31/26                              |
| Christopher Farrell  | 3yr Term expiring 12/31/26                              |
| Jacqueline Patterson | 3yr Term expiring 12/31/26                              |
| Michelle Perrulli    | 3yr Term expiring 12/31/26, sports association category |

## **Approved Minutes of the Oceanport Historical Committee Meeting on 02/08/24**

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

Attendees:

Tom Cavanagh  
Robin Kelly  
Rosanne Letson  
Paula Lombardo  
Ric Siciliano  
Toni Sverapa

**Introduction of guests:** Mayor Tom Tvrdik.

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

**Financial Status:** Toni said that our current balance is \$19,673.67, minus the money encumbered for Pannier Signs (\$3,195.00) and Stone Graphics (\$1,197.00). We paid \$977.00 for the banners.

Oceanport's newly-elected Mayor, Tom Tvrdik, spoke to the Committee about the Two Rivers construction project (a new pipe) and about Monmouth County taking over some of the property on Fort Monmouth that makes up the River Walk. He was asked about whether anyone was looking for fossils in the spoils being dredged from the Shrewsbury River with the Two Rivers project, and he said that Borough Hall would contact Rutgers University to make them aware of the project and where the spoils are being taken from Oceanport. He also said he would talk to Borough Engineer, Bill White, about the construction that's going to be done at Old Wharf Park.

The Committee wanted the new mayor to understand the Committee's plans for historical markers on River Walk. Mayor Tvrdik told the Committee he would talk to Monmouth County Commissioner Tom Arnone regarding the historical markers for River Walk, and also about using the poles along the Avenue of Memories to hang banners like those on Main Street.

Toni asked the Mayor about signs on the streets on the Fort Monmouth property, and he talked about having various roads being given a second name, like the street co-named after Patrick Gornick in town. He said he'd already spoken to an Eagle Scout candidate about taking that on as an Eagle Scout project.

### **We reviewed the Action Items from the last meeting.**

1. Rosanne submitted the December Approved Minutes to Jeanne Smith at Borough Hall.
2. Rosanne checked the Borough's website for their Council meetings for 2024 and scheduled our meetings accordingly at the Old Wharf House.
3. Toni spoke to Terry Ingram about the American flag Mrs. Ingram had framed and hanging in her home. Mrs. Ingram's children did not purchase the flag, Mrs. Ingram did, and not in Red Bank. She purchased it in Pennsylvania. The suggestion was made that we contact the Monmouth County Historical Society. Toni suggested that we have the flag framed. Mayor Tvrdik said he'd love to have it hanging in Borough Hall. Toni will find out about having the flag framed.
4. Mayor Tvrdik took all of our remaining Christmas ornaments to Dennis Drazin/the Racetrack as they are the ones with the horse and jockey on them.
5. Paula will bring the Bud Waite photos and documents for scanning when it's time to change the display cases at Borough Hall, as they are in the display case now. The next theme is waterways.

6. Rosanne scheduled the “Dead History Guy” to make a presentation at our May meeting. Since he requires us to make a donation to a charity, preferably history-oriented, as payment for his services, and since we cannot make a monetary donation, we discussed ways to satisfy this requirement. Rosanne suggested having Nora Monaghan design a sign about the history of the schools in Oceanport, Wolf Hill in particular, and rather than making an outdoor sign, framing the design to be hung in the school. Everyone agreed that was a good idea and Rosanne will reach out to Nora to see if she can do that.
7. Ric contacted Trip Brooks about having us tour the museum building at Fort Monmouth. We are just on hold right now because of the weather and because the building has been gutted.
8. Tom Cavanagh contacted Mayor Tom Tvrdik about coming to our meeting this evening.
9. Robin contacted Paula about the displays at Borough Hall, and they have been changed.
10. Rosanne has not yet donated a copy of *Oceanport A Great Place To Live* to Monmouth 250. She was in touch with Ted Maturo, who is the head of Monmouth 250. He and Tom Arnone and others will be coming to the March 21<sup>st</sup> Council meeting and she will give him the copy of the book then.
11. Everyone will continue to be on the lookout for anything and everything Oceanport in newspapers, magazines, mailings, eBay, garage sales, etc.

**We discussed the following items:**

Toni discussed that the Borough was supposed to be allocating \$2000.00 to our line in the budget every year. She will email Donna Phelps about it.

We discussed the status of the historical markers/signs for Old Wharf Park. The three signs and approvals for same have been sent to Pannier in Pennsylvania for construction.

We discussed the ribbon cutting at Wolf Hill School the night before for the attic expansion. Robin, Toni, and Rosanne attended.

We reviewed the status of sales and reordering of the book: Toni said we have 8 soft cover copies and 24 hard cover copies and 2 blue Oceanport recyclable bags.

We will hold our discussion about participation in Monmouth County Archives & History Day until we get closer to the date.

We will hold our discussion about participation in Monmouth 250 until at least after Ted Maturo makes a presentation to Mayor and Council on March 21<sup>st</sup>.

We discussed beginning to research and accumulate information and photos, etc., for the signs that will ultimately be placed on the Fort Monmouth property. Toni had a list of the buildings, and the following were assigned to: Russel Hall – Ric, Dance Hall – Robin, Commissary – Tom, Firehouse – Paula. We still have the following: Allison Hall, Squires Hall, Lane Hall, Gibbs Hall, Barkers Circle, MaCafee Center, Kaplan Hall (museum/theater), and Vail Hall (which is in Eatontown), Armstrong Hall (which is also in Eatontown).

**Other items and open discussion:**

Toni said she noticed when driving on Main Street that one of the banners was gone, and she thinks it was Tony Terra's. She will look into it.

Toni said that the tall sailing ships are coming in for the 250<sup>th</sup> anniversary of the signing of the Declaration of Independence. She said that the Oceanport Sailing Club was involved with them when they came in 1976 for the Bicentennial. Some families hosted the sailors in their homes.

Paula said the date for the 63<sup>rd</sup> Army Band concert this year is Monday, July 1, 2024. Rosanne will put an ad in the Oceanport Bulletin about it and will post about it on the Oceanport Centennial Facebook page.

**Action Items for the Next Meeting:**

***Rosanne will submit the Minutes from the January meeting to Jeanne Smith at Borough Hall.***

***Toni will look into framing the flag we have for display at Borough Hall.***

***Rosanne will reach out to Nora Monaghan about preparing a sign to be framed and presented to Wolf Hill School in lieu of a monetary donation to the school to satisfy the “fee” of the Dead History Guy.***

***Rosanne will donate a copy of Oceanport A Great Place To Live to Monmouth 250.***

***Toni will reach out to Donna Phelps about adding \$2000.00 to the Historical Committee for the budget.***

***Toni will look into the banner that’s missing on Main Street.***

***Everyone will begin researching the history of the buildings on Fort Monmouth. What was the building used for, what discoveries/inventions/research was conducted there, why was the building named after the person it was, what was significant about them, etc.***

***Rosanne will put an ad in the Oceanport Bulletin about the 63<sup>rd</sup> Army Band Concert and on the Centennial Facebook page.***

***Everyone will continue to be on the lookout for anything and everything Oceanport in newspapers, magazines, mailings, eBay, etc.***

The meeting adjourned at 9:00 p.m. Our next meeting: March 14<sup>th</sup>, April 11<sup>th</sup>, May 9<sup>th</sup>, June 13<sup>th</sup>, July 11<sup>th</sup>, August 8<sup>th</sup>, September 12<sup>th</sup>, October 10<sup>th</sup>, November 14<sup>th</sup>, & December 12<sup>th</sup> at the Old Wharf House.



## **Approved Minutes of the Oceanport Historical Committee Meeting on 03/14/24**

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

**Attendees:**

Tom Cavanagh  
Joe Foster  
Robin Kelly  
Rosanne Letson  
Paula Lombardo  
Ric Siciliano

**Introduction of guests:** No guests.

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

**Financial Status:** Toni wasn't able to make the meeting, but she sent Rosanne the balance sheet by email, which reflects a balance of \$19,882.67. She noted that our sign's payment was encumbered, \$20 was outstanding for the replacement banner for Dr. Terra, and a deposit in the amount of \$30 was received March 12, 2024 for one softcover book.

**We reviewed the Action Items from the last meeting.**

1. Rosanne submitted the January Approved Minutes to Jeanne Smith at Borough Hall.
2. Toni wasn't able to attend the meeting, so we're not sure about the framing of the American flag we have for placement at Borough Hall. Joe suggested giving Revere Picture Framing a call at (732) 687-2700. He said to mention that he and his wife, Maureen, referred us to them. He said that they do frame flags.
3. Rosanne reached out to Nora about preparing/constructing a picture/hanging for us to donate to Wolf Hill School as part of our agreement with the Dead History Guy to make a donation rather than pay him for his presentation. Nora said she could absolutely come up with something, and Rosanne provided several photos of Wolf Hill School and classrooms and students there over the years to get her started. Rosanne also reached out to Mark Maglione, the principal of Wolf Hill, about whether or not he'd be able/willing to accept such a donation. He said he'd have to get back to her as a new superintendent just took over. Rosanne will follow up with him.
4. Rosanne has not yet donated a copy of *Oceanport A Great Place To Live* to Monmouth 250. She was in touch with Ted Maturo, who is the head of Monmouth 250. He and Tom Arnone and others will be coming to the March 21<sup>st</sup> Council meeting and she will give him the copy of the book then.
5. Toni reached out to Donna Phelps, the Oceanport BA, about adding \$2,000.00 to the Historical Committee's line for the budget.
6. Toni did look into whose banner was missing on Main Street, and it was Dr. Terra's. She's working on having it replaced.
7. Everyone began researching the history of the buildings at Fort Monmouth. Specifically, what was the building used for, what discoveries/inventions/research was conducted there, why was the building named after the person it was, what was significant about them, etc. Ric volunteered to take Russel Hall, Robin volunteered to take the Dance Hall, Tom volunteered to take the Commissary, Paula volunteered to take the Firehouse. We also have the following buildings: Allison Hall, Squires Hall, Lane Hall, Gibbs Hall, Vail Hall (which is actually in Eatontown),

Armstrong Hall (also Eatontown), Barkers Circle, and Kaplan Hall, which is the museum/theater. This will be an ongoing Action item for everyone.

8. Rosanne put an ad in the Oceanport Bulletin and on the Centennial Facebook page about the 63<sup>rd</sup> Army Band Concert.
9. Everyone will continue to be on the lookout for anything and everything Oceanport in newspapers, magazines, mailings, eBay, garage sales, etc. This will be an ongoing Action item for everyone.

### **We discussed the following items:**

We discussed participating in Monmouth 250, Monmouth County's program to celebrate the 250<sup>th</sup> birthday of the United States of America, and the plan the Borough wants us to develop for the commemoration as noted in the Resolution Endorsing Revolution NJ and the Role it Serves for the U.S. Semi-Quincentennial "America 250". Rosanne and Ric shared the information they got from the meeting they attended March 13<sup>th</sup> about the County's plans. The County is planning a traveling exhibit that will tell 6 Revolutionary War Monmouth County stories, block parties, a coloring book (to be released this spring), a middle school and high school educational program focusing on what their committee deems to be the top 10 people, places and events, "Talking 250" videos (focusing on the Burrowes Mansion in Matawan, the Hall of Records, Portland Place in Middletown, and more) and contests (such as a fine arts contest this summer), one-time events (such as a gala, a parade, fireworks and more). They suggested scavenger hunts, which would bring the participants to various businesses in town to ask questions about the businesses and/or history, which would be the hunt. They're also talking about a map of the County with historical locations pointed out, and a flag or banner to be sent out to all 52 towns. They said that we should make sure Oceanport passed the resolution endorsing the celebration. They suggested the following resources: [www.revnj.org](http://www.revnj.org), [www.revolutionarynj.org](http://www.revolutionarynj.org). They said that grants are available from the American Battlefield Trust, who also has classroom resources, videos, and traveling exhibits ([www.battlefields.org](http://www.battlefields.org)). They asked us to share Monmouth 250 on social media and to inform them of our activities. They will need volunteers and re-enactors. They suggested we check out the Evans Collection of Photographs that Monmouth County recently acquired. They said that the tall ships were coming, as they did in 1976, and the event was named Sail 250. There is a website for this. Monmouth 250 is trying to get Sail 250 to stop at Sandy Hook. They mentioned that Ken Burns was recently at Monmouth Battlefield and Tennent Church filming a documentary.

Ric and Rosanne suggested getting new banners for America/Monmouth 250, a Monmouth Park day with Dennis Drazin (which could tie Oceanport into the rest of the County for the event). We could invite people to dress up in colonial garb or we could have people walking around in colonial garb talking about Monmouth County's Revolutionary War history and taking photos with people, we could have a race named for Monmouth 250, etc. Ric said that Sarah Reape may be the first female property owner in Oceanport, which would give us something big to promote and work with, and he said that Aaron Burr's father-in-law lived in Oceanport and was George Washington's aide. Rosanne suggested, after seeing a school photo of the director, Ted Maturo, from 1976 done with the American flag as the backdrop, that we suggest to the schools that they use the American flag as the backdrop for school photos in 2026. Rosanne suggested possibly partnering with Eatontown on some things as Oceanport came from Eatontown. She also suggested patterning a weekend in Oceanport after "A Weekend in Monmouth". We talked a little about the scavenger hunt idea noted above, and about organizing block parties. We also discussed perhaps using the events we had planned for the Centennial year during 2026 as we couldn't end up doing any of them.

We discussed updating the Borough's section of the Monmouth County Clerk's book, *Town by Town – Impressions of Monmouth County*. Rosanne read the Oceanport section aloud to the group, and we

all decided that it sounded pretty good. She will review it again and see if there's anything that can be added, keeping in mind that we're limited to a specific number of words.

We discussed the status of the historical markers/signs for Old Wharf Park. The three signs and approvals for same have been sent to Pannier in Pennsylvania for construction.

We reviewed the status of sales and reordering of the book: Toni emailed Rosanne that after one copy of the book for Robin, she is down to four copies (softcover), but Rosanne also has one that she didn't end up selling after all, so we have five copies, in addition to the hardcover books.

We will hold our discussion about participation in Monmouth County Archives & History Day until we get closer to the date.

We will hold our discussion about participation in Monmouth 250 until at least after Ted Maturo makes a presentation to Mayor and Council on March 21<sup>st</sup>.

We discussed researching and accumulating information and photos, etc., for the signs that will ultimately be placed on the Fort Monmouth property. Toni had a list of the buildings, and the following were assigned to: Russel Hall – Ric, Dance Hall – Robin, Commissary – Tom, Firehouse – Paula. We still have the following: Allison Hall, Squires Hall, Lane Hall, Gibbs Hall, Barkers Circle, MacAfee Center, Kaplan Hall (museum/theater), and Vail Hall (which is in Eatontown), Armstrong Hall (which is also in Eatontown). This is for the historical markers outdoors, as well as the portraits to be hung in each building, with owner approval, of the person the building was named after. This will be an ongoing item of discussion.

We discussed T.J. Fallon, the “Dead History” guy, who will be presenting his baseball program (about Hall of Famer's gravesites and old ball parks) at our May 9<sup>th</sup> meeting at 7:00 p.m. He is supposed to be purchasing a projector and screen. If he doesn't, we will need to provide him with a screen and a projector that has the capability of an HDMI cable hook-up to hook his laptop to the projector via the cable. Rosanne will advertise this event, which will be free, and will follow up with T.J.

#### **Other items and open discussion:**

We discussed the 63<sup>rd</sup> Army Band Concert. Paula said that we are confirmed for Monday, July 1, 2024. Rosanne will advertise this on Facebook and in the Bulletin.

We discussed the Memorial Day Parade. Paula said the “new” Rec Director resigned, and the planning for the parade fell back on Kim at Borough Hall and Bill Deerin and Paula. They were meeting in the upcoming days about it.

#### **Action Items for the Next Meeting:**

***Rosanne will submit the Minutes from the February meeting to Jeanne Smith at Borough Hall.***

***Toni will look into framing the flag we have for display at Borough Hall.***

***Rosanne will follow up with the Wolf Hill principal about our donating a sign to be framed and presented to Wolf Hill School in lieu of a monetary donation to the school to satisfy the “fee” of the Dead History Guy.***

*Rosanne will donate a copy of Oceanport A Great Place To Live to Monmouth 250 at the Council meeting March 21<sup>st</sup>.*

*Rosanne will put an ad in the Oceanport Bulletin about the Dead History Guy and 63<sup>rd</sup> Army Band Concert and on the Centennial Facebook page.*

*Everyone will think about ideas for Oceanport's Monmouth 250 Plan.*

*Everyone will work on the research of the Fort Monmouth building they volunteered for.*

*Everyone will continue to be on the lookout for anything and everything Oceanport in newspapers, magazines, mailings, eBay, etc.*

The meeting adjourned at 8:30 p.m. Our next meeting: April 11<sup>th</sup>, May 9<sup>th</sup>, June 13<sup>th</sup>, July 11<sup>th</sup>, August 8<sup>th</sup>, September 12<sup>th</sup>, October 10<sup>th</sup>, November 14<sup>th</sup>, & December 12<sup>th</sup> at the Old Wharf House.

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND  
THE BOROUGH OF WEST LONG BRANCH FOR COURT ADMINISTRATIVE SERVICES**

**Resolution #2024-114  
04/18/24**

**WHEREAS**, the "Uniform Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et. seq. allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

**WHEREAS**, N.J.S.A. 2B: 12-1 allows two or more municipalities to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint the same persons as certified court administrator without establishing a joint municipal court; and

**WHEREAS**, the Borough of Oceanport is a municipal corporation having its principal offices located at 910 Oceanport Way, Oceanport, New Jersey, 07757

**WHEREAS**, the Borough of West Long Branch is a municipal corporation having offices at 965 Broadway, in the Borough of West Long Branch, Monmouth County, New Jersey; and

**WHEREAS**, the Borough of Oceanport and Borough of West Long Branch are desirous of entering into a Shared Services Agreement effective May 1, 2024 for the sharing of facilities, equipment, office staff and record storage; and

**WHEREAS**, it is in the best interest of the Borough of Oceanport and the Borough of West Long Branch to enter into this Shared Services Agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council of the Borough of Oceanport hereby authorize the Mayor and Borough Clerk to execute a two-year Shared Services Agreement ("agreement") for the sharing of facilities, equipment, office staff and record storage between the Borough of Oceanport and the Borough of West Long Branch that incorporates the following additional terms and conditions:

1. The term of this Agreement shall commence on the date of the approval of the State of New Jersey Administrative Office of the Courts, approval of the Assignment Judge and the adoption of Resolutions by the Parties, whichever comes later, and shall continue for a term of two (2) years until April 30, 2026
2. The rate for the services shall be \$120,000.00 annually, with payments made monthly in the amount of \$10,000 due no later than the 15<sup>th</sup> of each applicable month.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to the Borough Administrator, Chief Financial Officer, the Oceanport Municipal Court and the Borough of West Long Branch.

**MUNICIPAL COURT SHARED SERVICES AGREEMENT  
BETWEEN THE BOROUGH OF OCEANPORT AND THE  
BOROUGH OF WEST LONG BRANCH**

**THIS SHARED SERVICE AGREEMENT** made this \_\_\_\_\_ day of March, 2024 by and between the **BOROUGH OF OCEANPORT** ("Oceanport"), a municipal corporation of the State of New Jersey with its principal offices located at 910 Oceanport Way, Oceanport, New Jersey 07757 and the **BOROUGH OF WEST LONG** ("West Long Branch"), a municipal corporation of the State of New Jersey with its principal offices located at 965 Broadway, West Long Branch, New Jersey 07764 will be collectively referred to herein as the "Parties".

**WITNESSETH:**

**WHEREAS**, the "Uniform Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et seq., (the "Act"), allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

**WHEREAS**, Chapter 12, Municipal Courts, at N.J.S.A. 2B:12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process"; and

**WHEREAS**, the Borough of Oceanport (hereinafter, "Oceanport") and the Borough of West Long Branch (hereinafter, "West Long Branch") desire to share facilities, equipment, office staff, and record storage in accordance with N.J.S.A. 2B:12-1 in order to conserve resources and to provide for a more efficient and more economically sound municipal court system; while each municipality maintains its right to appoint its own judge, prosecutor and public defender; and

**WHEREAS**, Oceanport has agreed to allow West Long Branch to utilize Oceanport's Court Room and to allow West Long Branch to utilize the Oceanport Municipal Court offices effective upon the adoption of a Resolution by each municipality, execution of the Agreement and notice to and the approval of the Administrative Office of the Courts (hereinafter, "the AOC") and the Assignment Judge of Monmouth County Superior Court (hereinafter, "the Assignment Judge"), whichever occurs later; and

**WHEREAS**, the Borough Councils of both Oceanport and West Long Branch find that it would be in the best interest of the Parties for West Long Branch to utilize the Oceanport Municipal Court Room, Court offices, and to share employees, facilities, and equipment, under the terms and conditions referenced herein; and

**WHEREAS**, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-1, et seq. ("the Agr

**NOW THEREFORE**, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Oceanport and West Long Branch intending to be legally bound, hereby agree as follows:

1. Provision of Service and Space within the Oceanport Municipal Building.

- A. Commencing May 1, 2024, Oceanport shall provide West Long Branch with suitable and sufficient space and the services set forth herein in the Oceanport Municipal Building located at 910 Oceanport Way, Oceanport, NJ ("the Municipal Building") in which to conduct municipal court. The Parties agree that all court sessions for the Borough of West Long Branch shall be held at the Oceanport Municipal Building. Suitable and sufficient space shall mean and shall include Municipal Court Chambers for West Long Branch's judge, the Municipal Courtroom, offices for and/or conference rooms for West Long Branch's Municipal Prosecutor and Public Defender, the violations bureau, archive storage space and rest rooms for all court personnel.

West Long Branch, at its sole cost and expense, shall erect appropriate signage inside and outside of the Municipal Building designating its municipal courtroom as a shared facility with the Borough of Oceanport Municipal Court.

If at any time municipal court services are not as good as the level, quality and scope of services that existed at the commencement of the Agreement, West Long Branch shall notify Oceanport thereof and Oceanport, with reasonable promptness, shall correct such deficiencies in services to West Long Branch's satisfaction.

2. Municipal Court Staff within the Oceanport Municipal Building.

- A. Prosecutor, Judge and Municipal Public Defender. Each party will have appointed each of these positions and each shall be solely responsible for the compensation and associated benefits, if any, provided to these professionals under separately negotiated contracts. If at any time the Parties agree to utilize the same individual for any of these positions, or in contemplation of establishing a joint municipal court, the Parties shall use their best efforts to negotiate an amendment to the Agreement and provide for the adoption of same by Resolution subject to the approval of the AOC and the Assignment Judge.
- B. Joint Municipal Court Administrator. Upon execution of the Agreement, West Long Branch shall discontinue use of its current Court Administrator and shall use the certified court administrator provided by Oceanport. The Municipal Court Administrator for Oceanport will serve as the Joint Municipal Court Administrator for Oceanport, Sea Bright, and West Long Branch. Oceanport shall pay the salary of the Municipal Court Administrator and associated benefits, if any, who shall remain an employee of Oceanport and shall retain all tenure rights accrued from Oceanport. Any subsequent appointment of a municipal court administrator shall be in conformance with N.J.S.A. 2B:12--10.

- C. Joint Deputy Court Administrator. Upon the commencement of this Agreement, West Long Branch shall discontinue use of its current Deputy Court Administrator. The Deputy Court Administrator for Oceanport shall serve as full time Deputy Court Administrator for Oceanport, Sea Bright, and West Long Branch and shall become an employee of Oceanport, subject to the approval of the Municipal Court Administrator, which approval shall not be unreasonably withheld. Oceanport shall be solely responsible for the salary, wages and any associated benefits of the Deputy Court Administrator.
- D. Additional Court Personnel. Oceanport shall not hire any additional municipal court personnel, part time or full time, after commencement of this Agreement or fire any court personnel, without prior written notice to and the approval of West Long Branch. Any additional part-time employees hired with the consent of the parties shall be employees of the Borough of Oceanport.
- E. Courtroom Security. West Long Branch will provide security for West Long Branch's Municipal Court sessions subject to the approval of the Superior Court and the Administrative Office of Courts.

Oceanport shall provide for an alternate exit for court employees in the event of an emergency

- F. Interpreter. West Long Branch shall continue to use its own interpreter for Municipal Court and its telephone interpreter system for first appearances only.
- G. Court Calendars. The municipal court operations of the parties shall be managed by the Joint Municipal Court Administrator using separate court calendars. Scheduling officers for West Long Branch's cases shall be managed efficiently to reduce overtime and minimize demands on officers under subpoena to testify.

### 3. Transition.

- A. Bank Accounts. The Parties shall each receive and retain all net revenues generated by all cases on their respective court dockets as is currently provided by them. In accordance with N.J.S.A. 2B:12-1 et seq. Oceanport and West Long Branch will maintain separate bank accounts for revenue purposes. In addition, West Long Branch agrees that the financial records relating to all Municipal Court activities involving West Long Branch prior to the Effective Date, including the case book and bail accounts, shall be audited by the Administrative Office of the Courts and by an independent auditor, and that all fees associated with such audits shall be paid for by West Long Branch.

The Joint Court Administrator's duties shall include establishing the accurate amounts to be transferred to West Long Branch, collection of money received as: fines and forfeitures, financial reports covering such funds, records of receipts and disbursements, and preparing checks for monthly revenues to West Long Branch.

- B. Liabilities. Any liability associated with or concerning Oceanport or West Long



Branch determined to exist prior to or after the Effective Date shall be the sole responsibility of the Borough which incurred such liability.

4. Compensation.

A. In consideration for the full use of Oceanport's municipal court space, personnel and resources, as agreed to herein, West Long Branch agrees to pay to Oceanport \$120,000.00 annually, with payments made monthly in the amount of \$10,000 due no later than the 15<sup>th</sup> of each applicable month.

B. Compensation Adjustment.

Accounting records for the expenses associated with municipal court records will be maintained by Oceanport and shall be available for inspection by West Long Branch upon request. Review of actual operating expenses for municipal court services will be done annually by the Municipal Court Advisory Committee described in Paragraph 8 and will form the basis for any compensation adjustment recommended to the Parties in accordance with N.J.S.A. 40A:65-9(3).

5. Dispute of Payment. As provided in the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-8(g), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Section 4 shall be paid without prejudice to the disputing Parties. If through subsequent negotiation, mediation, litigation, or settlement, the amount due shall be determined, agreed to or adjudicated to be less than what was actually so paid, West Long Branch shall promptly be repaid the excess.

6. Municipal Court Advisory Committee. The Municipal Court Advisory Committee shall consist of three representatives of each Party, elected, or appointed, who shall periodically meet as may be necessary to ensure that all obligations under this Agreement are being satisfied or to explore new issues and considerations related to shared services and long-term municipal court planning. Each party shall notify the other party of the names of its committee representatives annually within thirty (30) days of their annual respective reorganization meeting.

7. Modification. Any modification to the Agreement may be explored first by the Municipal Court Advisory Committee if the Parties so choose or directly negotiated between the Parties, and amendments shall be made and adopted by resolution of both Parties with notice to the Administrative Office of the Courts and the Assignment Judge.

8. Indemnification. In addition to the other rights and remedies of the Parties herein, the Borough of Oceanport and the Borough of West Long Branch agree, to the extent permitted by law, to indemnify and hold each other harmless, their officials, employees and agents, from any and all liability and claims for damages or injuries on the part of Oceanport and/or West Long Branch, caused by or resulting from the negligent acts or omissions of each municipality arising out of this Agreement or any of the obligations assumed by Oceanport and West Long Branch hereunder, provided it is determined by a court of proper jurisdiction that Oceanport and/or West Long Branch is solely responsible

for such liability, In the event it is determined by the Court that Oceanport and/or West Long Branch are not solely responsible for said liability, the liability of each municipality is limited to that degree of liability determined by said Court to be the proportionate liability.

9. Insurance.

- A The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with Monmouth County or the Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.

Oceanport shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage and shall name West Long Branch as an additional insured.

- B. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Operations;
- Use of independent contractors and/or subcontractors;
- Products and completed operations;
- Broad form contractual; and
- Broad form property endorsement.

Each certificate or policy shall require a thirty (30) day cancellation notice.

Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the Parties prior to the implementation of this Agreement.

- C. Oceanport shall provide statutory workers compensation insurance coverage with limits of \$500,000 for the joint positions of Court Administrator, Deputy Court Administrator and any additional court personnel who are hired by the Parties' mutual consent.
- D. Oceanport shall provide sufficient insurance coverage to protect West Long Branch's municipal court records from loss or damage by fire and such other hazards as may be included in the standard all risk of physical loss policy.
- E. Oceanport shall provide commercial general liability insurance at limits of \$5,000,000 per occurrence and shall name Sea Bright as additional insured.
- F. Oceanport shall provide sufficient insurance coverage covering losses to West Long Branch resulting from negligent errors or omissions, or misappropriations of funds by any person employed by the court who handles monies received for West Long Branch in an amount and with terms agreed to by the parties as is

further set forth in N.J.S.A. 2B:12-12.

10. Caption.

In accordance with N.J.S.A. 2B:12-1(c), the identities of the respective courts shall continue to be expressed in the captions of orders and process.

11. Term.

The term of this Agreement shall commence on the date of the approval of the State of New Jersey Administrative Office of the Courts, approval of the Assignment Judge and the adoption of Resolutions by the Parties, whichever comes later, and shall continue for a term of two (2) years until April 30, 2026, (the "Term") unless terminated sooner pursuant to the terms and conditions of Section 16 of this Agreement. Notwithstanding the foregoing, this Agreement may be extended for additional term by resolutions of the governing bodies of both parties,

12. Dispute Resolution. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties shall attempt non-binding mediation through a mediator of their choice and if mediation fails, the Parties hereto agree to be governed by the laws of the State of New Jersey.

13. Entire Agreement. This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all the Parties hereto.

14. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplement of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implementation and give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

15. AOC and Superior Court Approval. The Parties acknowledge that this Agreement is contingent upon and subject to the approval of the State of New Jersey Administrative Office of the Courts and the Assignment Judge.

16. Termination. This agreement may be terminated at any time by either Party, with or without cause, by at least 90 days prior written notice to the other Party. In addition to any other notice requirements herein, the parties shall provide an additional ninety (90) days written notice of termination to the Administrative Office of the Courts and the Assignment Judge prior to the scheduled termination as a condition precedent to the termination of this Agreement.

17. Filing. In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community

Affairs.

18. Good Faith Covenant. The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
19. Effective Date. This Agreement shall take effect upon the approval of the Administrative Office of the Courts and the Assignment Judge, the adoption of appropriate ordinances of the parties and the execution of the Agreement authorized thereafter by their appropriate respective officials.
20. Notices. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated municipal representative.
  - a. The designated municipal representative for Oceanport is:

Borough Clerk  
Borough of Oceanport  
910 Oceanport Way  
PO Box 370

Oceanport, NJ 07757 The designated municipal representative for West Long Branch is:

Borough Administrator  
Borough of West Long Branch  
965 Broadway  
West Long Branch, NJ 07764

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their respective officers duly authorized and have caused this Agreement to be dated as of the day and year written above.

ATTEST:

\_\_\_\_\_  
Jeanne Smith  
Municipal Clerk, Oceanport

\_\_\_\_\_  
Thomas J. Tvrdik  
Mayor, Oceanport

ATTEST:

\_\_\_\_\_  
Carolina Santos  
Municipal Clerk, West Long Branch

\_\_\_\_\_  
Janet W. Tucci  
Mayor, West Long Branch

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
COUNTY OF MONMOUTH, STATE OF NEW JERSEY  
DECLARING SUPPORT FOR MBD DEVELOPMENT LLC'S ASPIRE APPLICATION**

**Resolution #2024-115  
04/18/24**

**WHEREAS**, MBD Development LLC (the "Applicant") will be applying to the New Jersey Economic Development Authority's ASPIRE program for a proposed project located at the Monmouth Park Development Complex (the "Project") in Oceanport (Block 127 Lot 1 and Block 122 Lot 30); and

**WHEREAS**, the Project will be a mixed-use development containing 298 age restricted (55+) apartments with 70 set aside for affordable housing; and

**WHEREAS**, the Project is located on property owned by the New Jersey Sports and Exposition Authority; and

**WHEREAS**, due to the location of the Project on state owned land site plan approval by Oceanport is not required; and

**WHEREAS**, the Applicant presented the project to the Borough of Oceanport Planning Board on September 12, 2023, for the Boards review and recommendations as required by N.J.S.A. 40:55D-31; and

**WHEREAS**, the Borough of Oceanport provided comments to ensure that the Project aligns with local land use policies that were memorialized on September 26, 2023; and

**WHEREAS**, the Project will play a pivotal role in driving economic growth and enhancing the quality of life for Oceanport residents and provide an economic benefits to the racetrack located within the Monmouth Park Complex; and

**WHEREAS**, the Project is consistent with the Borough of Oceanport's land use rules, and the Project is poised to receive all permits necessary to allow for timely completion of the Project; and

**RESOLVED**, that the Governing Body of the Borough of Oceanport, hereby provides its support to the MBD Development LLC's ASPIRE application.

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
COUNTY OF MONMOUTH, STATE OF NEW JERSEY  
AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN FMERA AND THE BOROUGH OF  
OCEANPORT FOR ENGINEERING SERVICES RELATED TO ASBESTOS SURVEY AND DEMOLITION  
OF BUILDINGS 814, 815, 820, 822, 826 & 830 ON THE MAIN POST ON FORT MONMOUTH LANDS**

**Resolution #2024-116  
04/18/24**

**WHEREAS**, the Fort Monmouth Economic Revitalization Authority (FMERA) has need for engineering services related to the asbestos survey and demolition of Buildings 814, 815, 820, 822, 826 and 830 on the Main Post of Fort Monmouth, NJ, to support FMERA's redevelopment of the Main Post Property; and

**WHEREAS**, the Borough of Oceanport will provide for the engineering and related services for this project through a Memorandum of Understanding (MOU) with FMERA, subject to approval of the Attorney General's Office and attached hereto.

**NOW, THEREFORE, BE IT RESOLVED**, that the Borough Council of the Borough of Oceanport authorize the Mayor and Clerk to sign and effectuate said MOU for engineering services related to the asbestos survey and demolition of Buildings 814, 815, 820, 822, 826 and 830 on the Main Post of Fort Monmouth, NJ, to support FMERA's redevelopment of the Main Post Property in concert with the approval and signature by FMERA.

**BE IT FURTHER RESOLVED** that the Borough Clerk forward a certified copy of this resolution along with the executed MOU to FMERA's Executive Director for approval and execution.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated the \_\_\_\_ day of April 2024, will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority ("FMERA") and the Borough of Oceanport (the "Borough") regarding the interagency agreement for civil and environmental engineering services with regard to the preparation of demolition plans and specifications, abatement, demolition and site improvements (including preparation of certain applications and associated prerequisite surveying, environmental and engineering services) for the Project Site, which includes: Buildings 814, 815 (gazebo), 820 (grandstand & bleachers), 822, 826 and 830 (picnic pavilion), located on the Main Post of Fort Monmouth. FMERA and the Borough are collectively referred to herein as the "Parties."

FMERA seeks the Borough's assistance in planning and carrying out the Project (defined below) in order to prepare the site for FMERA's anticipated sale of the property to a redeveloper.

1. **Project Site(s).** The Project Site is located within the boundaries of the Main Post Area of Fort Monmouth. There is one "Project Site" under consideration as part of this MOU and includes Buildings 814, 815, 820, 822, 826 and 830 (portion of former Block 110, Lot 4 – Oceanport / portion of Block 301, Lot 1 - Eatontown) (Parcel Map #1). Referenced parcel map can be found under **Exhibit A.**

**The Project.** The "Project" consists of implementation of a full design development program for civil and environmental engineering services with regard to the preparation of demolition plans and specifications for the Project Site: (1) Buildings 814, 815, 820, 822, 826 and 830. One set of demolition plans and specifications shall be prepared for Buildings 814, 815, 820, 822, 826 and 830. Plans and specifications shall include but not be limited to the following: preparing Soil Erosion and Sediment Control Plans for the "Project Sites" in accordance with the requirements set forth by the Freehold Soil Conservation District (FSCD); identification of all asbestos-containing materials (to include both interior and exterior materials) by type, quantity and location; identification of all hazardous materials, including but not limited to universal wastes by type, quantity, and location; identification of existing utilities and plans for terminating said utilities, requirements for securing utility mark-outs; securing all necessary permits and paying associated fees; specifications for demolishing the entire building to include slabs, foundations, footings and basements; and requirements for site security and safety during all stages of the project, generally consistent with **Exhibit B.** The plans and specifications should also include a demolition and remediation schedule setting forth the order of tasks and the estimated timeframes for completion on the Project Site. The goal of this Project is the preparation of construction document so that the remediation/abatement, demolition (including all building contents), and site improvement work can be competitively bid, commenced and successfully completed in the most cost-effective manner possible.

2. **FMERA's Role and Responsibilities.** FMERA will be responsible for performing the following tasks under this MOU:
  - a. Review and approve the Project's budget.
  - b. Grant to the Borough and its consultants and contractors a license to enter the Main Post section of Fort Monmouth as needed to perform the Project.
    - i. The contract that the Borough enters into for the Project shall include provisions that the consultant or contractor will: (i) indemnify and hold FMERA and the Borough harmless against any and all claims related to or arising out of said consultant or contractor entering upon Fort Monmouth; and (ii) require the consultant/contractor to maintain adequate insurance coverage.

- c. Provide the Borough with copies of plans, drawings, reports and any other available information related to the Project Site, infrastructure and buildings to the extent such plans, drawings, reports and information are available to FMERA.
- d. Provide the Borough with a Notice to Proceed.
- e. FMERA hereby confirms to the Borough that FMERA is holding One Hundred and Sixty-Eight Thousand Two Hundred and Thirty-Five (\$168,235) Dollars (the "Project Funds") for the payment of Project costs and expenses.
  - i. In the event the amount due to the Borough's contractor for the work described in Paragraph 2 is expected to be greater than \$168,235, the Borough will notify FMERA that additional Project Funds are required. Any increase in the cost is subject to FMERA's Board approval.

**3. The Borough's Role and Responsibilities.** The Borough will be responsible for the following tasks under this MOU:

- a. Project Funds. The Borough shall use Project Funds disbursed by FMERA to the Borough to pay the costs of contractors and consultants hired to complete the Project. The Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Project.
- b. Contractors and Consultants. The Parties acknowledge that the Borough has retained and entered into agreements and contracts with Colliers Engineering and Design ("Colliers"), the Borough's engineers, to assist in connection with the Project. In the event the parties agree it becomes necessary or appropriate to replace Colliers, and to the extent allowable and consistent with applicable selection procedures, the Parties will jointly approve the selection of any replacement consultant or contractor prior to contract execution; including, but not limited to, having a FMERA representative as a member of the consultant/contractor selection committees. Any and all contracts with consultants or contractors entered into by the Borough in connection with the Project shall be advertised, solicited and selected by the Borough in accordance with applicable procurement requirements. FMERA authorizes the Borough to direct Colliers to begin and complete Project work under the direction of the Borough.
- c. Project Schedule. The Borough through its consultants and contractors shall provide FMERA with one draft set of demolition plans and specifications (as described above) within 90 days of receiving notice from FMERA to proceed with the Project ("Notice to Proceed"). FMERA shall have 30 days to review and comment on the draft demolition plans and specifications. Upon receipt of FMERA comments, the Borough shall have 30 days to finalize the one set of demolition plans and specifications and deliver them to FMERA.
- d. Project Deliverables. The Borough shall provide FMERA with two (2) hard copies of each of the demolition plans and specifications. One copy from each set shall be unbound. In addition, the Borough shall provide FMERA with electronic copies of all documents both in original software formats and PDF versions all of documents.
- e. Project exceptions: FMERA shall notify the Borough if any/all of the work is to be completed outside of this MOU. Upon notification of FMERA utilizing an alternate means to complete the work, the Borough shall return any unused monies under this agreement.
- f. Approvals. The Borough, through its consultants and contractors, will obtain any and all permits and approvals needed to complete the Project and the services associated with the Project.



- g. Prevailing Wage Requirement. The Borough shall enter into contracts that provide that each worker employed on the Project shall be paid not less than the prevailing wage rate for worker's craft or trade, as determined by the Commissioner of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.25.
- h. Compliance with Law. The Borough will oversee the work of its consultants and contractors to have work performed in a safe and professional manner and in accordance with any and all applicable rules, regulations, ordinances, statutes, laws and requirements of any governmental office having jurisdiction over the Project.

4. **Compensation and Payment.** FMERA shall provide payments to the Borough within seven (7) days of receipt of Colliers' invoices, as approved by the Borough. The Borough will then remit payment to Colliers.

5. **Additional Provisions.**

- a. Environmental Liability. It is expressly understood that this MOU and all subsequent, associated agreements will not obligate the Borough to incur any liability for any known or unknown environmental conditions that existed at or on Fort Monmouth.
- b. Sufficient Funds. It is agreed that nothing in this Memorandum of Understanding shall obligate or require the Borough to enter into or continue any agreement or contract for the Project or to expend the Borough personnel time or other administrative costs for the Project unless sufficient funds are readily available to the Borough for expenses that would be incurred in connection with the Project. The Borough shall at all times have the right to terminate or discontinue any agreement, contract or work for the Project if the Borough determines that sufficient funds are not readily available to the Borough for the expenses that would be incurred in connection with the Project.
- c. Right of Entry and License. Subject to the terms and conditions set forth in sub-paragraph 3(b) above, this MOU constitutes a license from FMERA to the Borough, its employees, officers, agents, consultants and contractors for access to the Project Site and abutting areas of Fort Monmouth in order to carry out the Project. Any and all consultants and contractors hired by the Borough who enters upon the Project Site shall: (i) indemnify and hold FMERA and the Borough harmless from any and all claims related to or arising from said consultant or contractor entering Fort Monmouth; and (ii) maintain adequate insurance coverage.
- d. Other Approvals. Each Party will obtain all applicable governmental approvals, permits, and authorizations necessary to effectuate their respective responsibilities under this MOU.
- e. Commencement and Duration. This MOU will commence immediately upon execution by the Parties. Unless terminated earlier, this MOU shall remain in effect for three (3) years from the date and year first written above, and may be amended by a writing executed by the Parties.
- f. Amendments. This MOU may be amended in a writing executed by the Parties.
- g. Termination. Any Party shall have the right to terminate this Memorandum of Understanding upon written notice to the other party. Upon termination, the Borough shall make reasonable efforts not to incur any additional expenses or administrative costs; provided, however, the Borough shall be permitted to continue to use the Project Funds to pay for any expenses or fees actually incurred in connection with the Project.

- h. Notices. All notices required to be served or given hereunder shall be in writing and will be deemed given when received by personal delivery, by an overnight delivery service which issues a receipt from delivery, or three business days after having been mailed by certified mail, return receipt requested, and addressed as follows:

If to the Borough of Oceanport:

Borough of Oceanport  
910 Oceanport Way  
Oceanport, New Jersey 07757  
Attention: Donna Phelps, Borough Administrator

If to FMERA:

Fort Monmouth Economic Revitalization Authority  
P.O. Box 267  
Oceanport, New Jersey 07757  
Attention: Kara Kopach, Executive Director

- i. Reasonable Diligence. Each of the Parties will act with reasonable diligence for the purpose of satisfying the conditions set forth herein. However, this MOU is not intended to create a binding agreement to begin or complete the Project unless and until: Project approvals are obtained, sufficient funding is secured, and the Parties agree to proceed with the Project as provided for in this MOU.
- j. Titles and Headings. Titles and headings are included for convenience only and shall not be used to interpret the MOU.

The foregoing correctly reflects the Parties' understanding and intent.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be duly executed and delivered as of the date and year first above written and by so executing, represent and warrant they have the authority to do so.

ATTEST

FORT MONMOUTH ECONOMIC  
REVITALIZATION AUTHORITY

---

Kara Kopach  
Executive Director

ATTEST

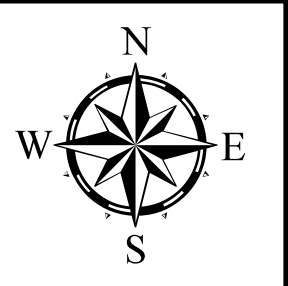
BOROUGH OF OCEANPORT

---

Tom Tvrdik  
Mayor

**Exhibit A**





**EXHIBIT A**  
**EATONTOWN HOUSING PARCEL DEMO**  
**FORT MONMOUTH**  
**MAIN POST**  
**OCEANPORT NJ**

*For reference purposes only.  
Subject to formal survey.  
May not account for all existing or  
future rights-of-way, easements or  
potential environmental issues.*

FILE: W:\KDPantes\GIS\KDPantes\ET\_Housing\_Demo\_Exhibit\_03-01-24.mxd, 3/1/2024, Coordinate System: NAD 1983 StatePlane New Jersey EPS 2900 Feet



**Exhibit B**

101 Crawfords Corner Road  
Suite 3400  
Holmdel, New Jersey 07733  
Main: 877 627 3772



February 29, 2024

**VIA EMAIL**

Kara Kopach, Executive Director  
FMERA  
100 Barton Street  
P. O. Box 267  
Oceanport, New Jersey 07757

Proposal for Professional Services  
Buildings 814, 815, 820, 822, 826, & 830 Demolition  
Borough of Oceanport, Monmouth County, New Jersey  
Colliers Engineering & Design Proposal No.: OPB-0181P

Dear Ms. Kopach,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) is pleased to submit this proposal for professional engineering, surveying and construction observation services associated with the Asbestos Survey and Demolition of Buildings 814, 815, 820, 822, 826, and 830 at Fort Monmouth, in Oceanport, New Jersey.

This proposal is divided into four sections as follows:

**Section I** – Scope of Services

**Section II** – Business Terms and Conditions

**Section III** – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

**Section IV** – Client Contract Authorization

The order in which the following scope of services is presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design (CED) to meet project schedules.

## **Section I – Scope of Services**

Based on our conversations and information noted above, we propose to complete the following:

## **PHASE 1.0 ENVIRONMENTAL SERVICES**

### **1.1 Building Surveys**

CED will conduct a pre-demolition asbestos survey of each of the six (6) structures identified above. The hazardous materials also will be inventoried at the time of each asbestos survey. The results of these assessments will allow CED to prepare abatement and hazardous materials specifications that will include details specific to each of the structures, as needed, and to estimate the costs for the abatement and removal actions.

Based on the conditions encountered during February 6, 2024, reconnaissance, CED personnel will be wearing Level C personal protective equipment (PPE) while surveying Buildings 814, 822 and 826. The structural integrity of roofs and roofing support systems is unknown; if roofing materials cannot be safely accessed, CED will limit roof access to roof edges and lower portions of roofs. Suspect asbestos-containing materials that cannot be sampled may be presumed to contain asbestos.

The use/rental of a hydraulic lift is not included in this proposal. In instances where roof access is limited, assistance from the FMERA maintenance personnel who have provided tall ladders and a lift during prior investigations will be appreciated.

The building surveys will include the following sub-tasks:

#### Pre-Survey Preparation

Prior to conducting the survey, CED will review readily available building construction information, including architectural drawings and prior asbestos sampling and analysis information that is provided by the FMERA. CED will update the Health and Safety Plan (HASP) prepared for assessing and abating Buildings 886, 555 and 550/551 as necessary for meeting OSHA requirements. The task also will include start-up project management, and in-person or telephone interviews/coordination with knowledgeable personnel.

#### ACM Survey and Hazardous Materials Screening

The FMERA will provide CED with unhindered access to the structures to be surveyed. All services will be conducted during standard weekday work hours. The proposed investigation schedule will be coordinated with the FMERA.

Upon access to a building or other structure, the survey team will observe readily and safely accessible interior and exterior portions of the building. CED will identify suspect asbestos-containing materials (ACMs), hazardous materials and prospective universal wastes, and outline a strategy for sampling the suspect ACMs. The team will then collect and analyze representative samples of the suspect ACMs, estimate the quantities of ACMs, and prepare a summary report of the findings.



CED will conduct the ACM survey in general conformance with guidelines established by the USEPA and NJ for structures that will not be reoccupied and will be demolished. Adjustments to the sampling strategy may be made based on area accessibility or other issues in consultation with CED's health and safety coordinator. FMERA personnel may also be consulted.

Suspect ACMs will be sampled in the manner and number required to satisfy applicable federal and state regulatory requirements. The survey will be conducted by a two- or three-person team, including at least one (1) AHERA-accredited building inspector. It is presumed that the ceilings and plenum areas can be safely accessed with portable A-frame or extension ladders. Sampling requiring a hydraulic lift or scaffolding will not be conducted, and any inaccessible suspect materials will be presumed to be ACMs.

#### Laboratory Analysis

The analyses will be conducted by a duly accredited laboratory on a five (5) day turnaround. Analysis may be conducted on a "positive stop basis." Friable material samples will be analyzed via polarized light microscopy (PLM). Follow-up analysis of friable materials that are negative via PLM may be conducted via transmission electron microscopy (TEM) with gravimetric reduction if deemed necessary to meet regulatory requirements.

Non-friable materials initially will be analyzed via PLM or TEM with gravimetric reduction. Non-friable materials that are negative via PLM will receive follow-up analysis via TEM.

Multiple-layered materials (with the possible exception of sheetrock and joint compound, which may be considered a "wall system") will be separated either in the field or in the laboratory, and then analyzed separately. The analysis of each layer will follow the analytical protocol specified above depending on whether the layer is a friable or a non-friable material.

#### Hazardous Materials Screening

CED will conduct a visual "hazardous materials screening" to identify hazardous materials stored or left in the structures. The screening will note such materials and equipment potentially containing hazardous materials and prospective "universal wastes" which, as defined by the USEPA, include batteries, pesticides, mercury-containing switches, and mercury-containing lamps.

Electrical equipment fluids will be assumed to contain polychlorinated biphenyls (PCBs), unless previously tested or otherwise documented by the FMERA not to contain PCBs or can be ruled out based on equipment age. Electrical equipment, including transformers and capacitors, are among the equipment suspected to contain PCB-bearing fluids. Fluorescent lighting ballasts will be assumed to contain PCBs unless documentation proving otherwise is available. Potentially hazardous materials, including dusts and spill residues, that may require

testing and removal/disposal prior to, or during, renovation also will be identified for assessment by the demolition contractor.

The hazardous materials inventory will consist of a checklist for each of the buildings. The approximate number of various materials will be recorded, and the checklists will be included in, or the findings otherwise incorporated into, the project reports and referenced in the abatement specifications as a guide for the bidders.

### Survey Reports

A report will be prepared summarizing the results of the ACM survey and hazardous materials screening for each of the structures. A report will describe the investigation methodologies and present analytical results on data summary tables by room or area and estimate the amounts of the ACMs that are identified. Positive ACM sample locations will be shown on sketches. The reports will be included as attachments to the abatement and demolition specifications.

## **1.2 Preparation of Abatement Plans and Technical Specifications**

Plans and specifications describing the abatement areas, materials, and methods will be prepared. The documents also will outline the required notifications, documentation, and contractor responsibilities, as well as decontamination, waste staging and waste disposal. During the preparation stage, building area walks will be conducted to select the abatement system component layouts and patterns for ingress and egress to the work areas, decontamination and waste holding areas, particularly if friable materials will be abated prior to demolition. Included in this task is attendance at a non-mandatory pre-bid walk through meeting with potential bidders to address their questions pertaining to the scope of work.

Buildings or building portions that become unsafe to enter at the time that abatement is planned or conducted may require demolition and disposal as asbestos-containing waste materials.

## **PHASE 2.0 CIVIL ENGINEERING SERVICES**

### **2.1 Construction Plans/Technical Specifications**

CED will prepare a single set of plans and specifications utilizing base maps utilizing available Aerials and County GIS mapping. Field investigations will be performed to document all visible site features and added to the base maps. Our office will coordinate with all utility companies, as required, regarding the shutoff of the existing utilities. The plans will include notes and details on the removal of the visible utilities and all site features. The final site restoration will include fill, topsoil, seeding, and mulch. The entire building including foundation is to be removed for each location. Existing pavement and sidewalk areas will remain. Temporary security fencing will be provided around the perimeter of the work area during construction.

The Construction Plans will be supplemented with specifications, which will be prepared in accordance with the public bidding format. The documents will be set up to permit FMERA to bid on all buildings together as a single contract.

The construction plan set shall consist of the following drawings:

- Cover Sheet;
- General Notes, Legend and Special Requirements;
- Demolition Plan;
- Soil Erosion and Sediment Control Plan; and,
- Construction Details.

Demolition Cost Estimates will be prepared based on industry accepted guidelines.

## 2.2 Soil Conservation Permit

Structures 822 and 826 are the only ones in the Borough of Oceanport and will have a combined area of disturbance of less than 5,000 SF and are exempt from a soil erosion permit. The remaining structures are in the Borough of Eatontown and are estimated to have a total area of disturbance of 0.5 acres. As such will require a Soil Erosion and Sediment Control Permit from Freehold Soil Conservation District. CED will prepare single application and support documentation for the four structures in Eatontown site. FMERA will have to sign as the property owner and provide the application fees, which are anticipate being approximately \$1,770.00.

## 2.3 Bidding Services

During this phase CED will distribute bid documents, respond to questions from prospective bidders during the review period and issue appropriate addenda to contract documents, if required. Our office will review, analyze, and tabulate the bids. The references, qualifications and prices of the lowest bidder will be reviewed. CED will provide a recommendation of award to FMERA.

## Schedule of Fees

Please refer to Attachment "A" for a breakdown of the Schedule of Fees

## Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Any items not specifically defined in the Scope of Services;

- Asbestos Oversight, Monitoring, Post Abatement Review and close out report. A separate proposal will be provided for this scope of work should FMERA deem necessary;
- Construction testing services. Expenses incurred for services, equipment, and facilities not furnished by CED are charged to FMERA at cost plus an up-charge not to exceed 25 percent of the invoice for said work;
- This proposal does not include exploratory or testing services, interpretations, or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on site;
- Printing and reproduction costs in excess of that contained in the contract. Such additional costs are not anticipated since contractors will be purchasing sets of the plans and technical specifications directly from this office;
- Permit and application fees and governmental fees which are to be paid directly by FMERA;
- Construction Administration/Observation for non-abatement work; and,
- Topographic and Underground GPR Surveys.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, CED may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

### FMERA OBLIGATIONS

- FMERA shall provide CED with access to files and allow relevant documents to be utilized.
- FMERA shall provide application fees for any permits that may be required for the completion of the work.

## Section II – Business Terms and Conditions

The Business Terms and Conditions are in accordance with the original contract agreement.

## Section III – Rate Schedule

The Rate Schedule is on file with the Borough of Oceanport.



## Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. This proposal is valid until July 1, 2024.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.  
(DBA Maser Consulting)

A handwritten signature in blue ink, appearing to read "W.H. White, III".

William H.R. White, III, PE, PP, CME, CFM, CPWM  
Oceanport Borough Engineer

WHW/sh

cc: Jeanne Smith, RMC, Borough Clerk (via email)  
Joseph Fallon, FMERA (via email)  
Regina McGrade, FMERA (via email)  
Joseph Torlucci, Colliers Engineering & Design (via email)

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Attachment "A" Schedule of Fees  
Revised February 29, 2024

| TASK                                             |           | Building 814 | Building 815 | Building 820 | Building 822 | Building 826 | Building 830 | Task Total Cost |
|--------------------------------------------------|-----------|--------------|--------------|--------------|--------------|--------------|--------------|-----------------|
| Environmental Tasks                              |           |              |              |              |              |              |              |                 |
| 1.1 - Building Survey                            | hourly    | \$24,150.00  | \$6,440.00   | \$10,080.00  | \$20,690.00  | \$21,140.00  | \$10,080.00  | \$92,580.00     |
| 1.2 - Preparation of Plans and Specifications ** | hourly    | \$29,740.00  | see Bldg 814 | see Bldg 814 | see Bldg 814 | see Bldg 814 | see Bldg 814 | \$29,740.00     |
| Civil Tasks                                      |           |              |              |              |              |              |              |                 |
| 2.1 Construction Documents                       | LS        | \$8,530.00   | \$3,750.00   | \$5,335.00   | \$6,715.00   | \$6,540.00   | \$4,995.00   | \$35,865.00     |
| 2.2 Soil Conservation Permit                     | LS        | \$3,700.00   |              |              |              |              |              | \$3,700.00      |
| 2.3 Bidding Services                             | LS        | \$4,850.00   |              |              |              |              |              | \$4,850.00      |
|                                                  | Total     | \$70,970.00  | \$10,190.00  | \$15,415.00  | \$27,405.00  | \$27,680.00  | \$15,075.00  |                 |
| Reimbursable                                     | Cost Plus | \$1,500      |              |              |              |              |              | \$1,500.00      |
| (printing and postage)                           |           |              |              |              | Grand Total  | \$168,235.00 |              | \$168,235.00    |

\*\* Task 1.2 Preparation of plans and specs are for all buildings

|                                                                                 |  |         |   |    |    |    |    |
|---------------------------------------------------------------------------------|--|---------|---|----|----|----|----|
| Clarification on testing quantities                                             |  |         |   |    |    |    |    |
| Max samples for testing pre & Post abatement included in cost of Task 1.1 above |  |         |   |    |    |    |    |
| PLM                                                                             |  | 50      | 4 | 16 | 36 | 36 | 16 |
| TEM                                                                             |  | 30      | 8 | 12 | 24 | 30 | 12 |
| Unit cost for Additional Lab fees                                               |  |         |   |    |    |    |    |
| PLM                                                                             |  | \$20.00 |   |    |    |    |    |
| TEM                                                                             |  | \$75.00 |   |    |    |    |    |

BUILDING 814 constructed 1966

Asbestos Survey

| Task                                                 | Sub-Task  | Unit                         | Rate  | Total | Expenses | Subtotal |       |
|------------------------------------------------------|-----------|------------------------------|-------|-------|----------|----------|-------|
| Pre-Survey Preparation                               | --        |                              | 8     | 185   | 1,480    | 1,480    |       |
|                                                      |           |                              | 8     | 165   | 1,320    | 1,320    |       |
|                                                      |           |                              | 8     | 145   | 1,160    | 1,160    |       |
|                                                      |           | HASP Prep / Project Planning |       |       |          |          | 3,960 |
| Asbestos Survey<br>(prep, survey, sample management) |           |                              | 8     | 185   | 1,480    | 400      | 1,880 |
|                                                      |           |                              | 16    | 165   | 2,640    |          | 2,640 |
|                                                      |           |                              | 20    | 145   | 2,900    |          | 2,900 |
|                                                      | Lab - PLM | 50                           | 20    | 1,000 |          | 1,000    |       |
|                                                      | Lab - TEM | 30                           | 75    | 2,250 |          | 2,250    |       |
| Asbestos Survey                                      |           |                              |       |       |          | 10,670   |       |
| Report Preparation<br>(w/ quantity estimates)        | --        |                              | 8     | 185   | 1,480    | 100      | 1,580 |
|                                                      |           |                              | 20    | 165   | 3,300    |          | 3,300 |
|                                                      |           |                              | 32    | 145   | 4,640    |          | 4,640 |
| Report Preparation                                   |           |                              |       |       |          | 9,520    |       |
| Survey                                               |           |                              | Total |       |          | 24,150   |       |

Level C Required

**BUILDING 815 (Rec Shelter / Gazebo) constructed 1972****Asbestos Survey**

| Task                                                 | Sub-Task        | Unit                         | Rate  | Total | Expenses | Subtotal |       |
|------------------------------------------------------|-----------------|------------------------------|-------|-------|----------|----------|-------|
| Pre-Survey Preparation                               | --              |                              | 2     | 185   | 370      | 370      |       |
|                                                      |                 |                              | 2     | 165   | 330      | 330      |       |
|                                                      |                 |                              | 2     | 145   | 290      | 290      |       |
|                                                      |                 | HASP Prep / Project Planning |       |       |          |          | 990   |
| Asbestos Survey<br>(prep, survey, sample management) |                 |                              | 2     | 185   | 370      | 250      | 620   |
|                                                      |                 |                              | 4     | 165   | 660      | 660      |       |
|                                                      |                 |                              | 6     | 145   | 870      | 870      |       |
|                                                      | Lab - PLM       |                              | 4     | 20    | 80       | 80       |       |
|                                                      | Lab - TEM       |                              | 8     | 75    | 600      | 600      |       |
|                                                      | Asbestos Survey |                              |       |       |          | 2,830    |       |
| Report Preparation<br>(w/ quantity estimates)        | --              |                              | 2     | 185   | 370      | 100      | 470   |
|                                                      |                 |                              | 6     | 165   | 990      | 990      |       |
|                                                      |                 |                              | 8     | 145   | 1,160    | 1,160    |       |
|                                                      |                 | Report Preparation           |       |       |          |          | 2,620 |
| Survey                                               |                 |                              | Total |       |          | 6,440    |       |



**BUILDING 820 (Grandstand/Bleachers and Booth) constructed 1988****Elevated Areas****Asbestos Survey**

| Task                                                 | Sub-Task  | Unit | Rate  | Total | Expenses | Subtotal |
|------------------------------------------------------|-----------|------|-------|-------|----------|----------|
| Pre-Survey Preparation                               | --        |      | 2     | 185   | 370      | 370      |
|                                                      |           |      | 2     | 165   | 330      | 330      |
|                                                      |           |      | 4     | 145   | 580      | 580      |
| HASP Prep / Project Planning                         |           |      |       |       |          | 1,280    |
| Asbestos Survey<br>(prep, survey, sample management) |           |      | 2     | 185   | 370      | 250      |
|                                                      |           |      | 8     | 165   | 1,320    | 1,320    |
|                                                      |           |      | 8     | 145   | 1,160    | 1,160    |
|                                                      | Lab - PLM | 16   | 20    | 320   |          | 320      |
|                                                      | Lab - TEM | 12   | 75    | 900   |          | 900      |
| Asbestos Survey                                      |           |      |       |       |          | 4,320    |
| Report Preparation<br>(w/ quantity estimates)        | --        |      | 4     | 185   | 740      | 100      |
|                                                      |           |      | 8     | 165   | 1,320    | 1,320    |
|                                                      |           |      | 16    | 145   | 2,320    | 2,320    |
| Report Preparation                                   |           |      |       |       |          | 4,480    |
| Survey                                               |           |      | Total |       |          | 10,080   |

**BUILDING 822 (Burger King) constructed 1989****Asbestos Survey**

| Task                                                 | Sub-Task        | Unit                         | Rate  | Total | Expenses | Subtotal |       |
|------------------------------------------------------|-----------------|------------------------------|-------|-------|----------|----------|-------|
| Pre-Survey Preparation                               | --              |                              | 8     | 185   | 1,480    | 1,480    |       |
|                                                      |                 |                              | 8     | 165   | 1,320    | 1,320    |       |
|                                                      |                 |                              | 8     | 145   | 1,160    | 1,160    |       |
|                                                      |                 | HASP Prep / Project Planning |       |       |          |          | 3,960 |
| Asbestos Survey<br>(prep, survey, sample management) |                 | 8                            | 185   | 1,480 | 400      | 1,880    |       |
|                                                      |                 | 14                           | 165   | 2,310 |          | 2,310    |       |
|                                                      |                 | 16                           | 145   | 2,320 |          | 2,320    |       |
|                                                      | Lab - PLM       | 36                           | 20    | 720   |          | 720      |       |
|                                                      | Lab - TEM       | 24                           | 75    | 1,800 |          | 1,800    |       |
|                                                      | Asbestos Survey |                              |       |       |          | 9,030    |       |
| Report Preparation<br>(w/ quantity estimates)        | --              |                              | 8     | 185   | 1,480    | 100      | 1,580 |
|                                                      |                 |                              | 16    | 165   | 2,640    |          | 2,640 |
|                                                      |                 |                              | 24    | 145   | 3,480    |          | 3,480 |
|                                                      |                 | Report Preparation           |       |       |          |          | 7,700 |
| Survey                                               |                 |                              | Total |       | 20,690   |          |       |

BUILDING 826 constructed 1967

Asbestos Survey

| Task                                                 | Sub-Task  | Unit                         | Rate  | Total | Expenses | Subtotal |       |                  |
|------------------------------------------------------|-----------|------------------------------|-------|-------|----------|----------|-------|------------------|
| Pre-Survey Preparation                               | --        |                              | 8     | 185   | 1,480    |          | 1,480 |                  |
|                                                      |           |                              | 8     | 165   | 1,320    |          | 1,320 |                  |
|                                                      |           |                              | 8     | 145   | 1,160    |          | 1,160 |                  |
|                                                      |           | HASP Prep / Project Planning |       |       |          |          | 3,960 | Level C Required |
| Asbestos Survey<br>(prep, survey, sample management) |           |                              | 8     | 185   | 1,480    | 400      | 1,880 |                  |
|                                                      |           |                              | 14    | 165   | 2,310    |          | 2,310 |                  |
|                                                      |           |                              | 16    | 145   | 2,320    |          | 2,320 |                  |
|                                                      | Lab - PLM | 36                           | 20    | 720   |          |          | 720   |                  |
|                                                      | Lab - TEM | 30                           | 75    | 2,250 |          |          | 2,250 |                  |
| Asbestos Survey                                      |           |                              |       |       |          | 9,480    |       |                  |
| Report Preparation<br>(w/ quantity estimates)        | --        |                              | 8     | 185   | 1,480    | 100      | 1,580 |                  |
|                                                      |           |                              | 16    | 165   | 2,640    |          | 2,640 |                  |
|                                                      |           |                              | 24    | 145   | 3,480    |          | 3,480 |                  |
|                                                      |           | Report Preparation           |       |       |          |          | 7,700 |                  |
| Survey                                               |           |                              | Total |       |          | 21,140   |       |                  |

**BUILDING 820 (Grandstand/Bleachers and Booth) constructed 1988****Elevated Areas****Asbestos Survey**

| Task                                                 | Sub-Task        | Unit                         | Rate  | Total | Expenses | Subtotal |       |
|------------------------------------------------------|-----------------|------------------------------|-------|-------|----------|----------|-------|
| Pre-Survey Preparation                               | --              |                              | 2     | 185   | 370      | 370      |       |
|                                                      |                 |                              | 2     | 165   | 330      | 330      |       |
|                                                      |                 |                              | 4     | 145   | 580      | 580      |       |
|                                                      |                 | HASP Prep / Project Planning |       |       |          |          | 1,280 |
| Asbestos Survey<br>(prep, survey, sample management) |                 |                              | 2     | 185   | 370      | 250      | 620   |
|                                                      |                 |                              | 8     | 165   | 1,320    | 1,320    |       |
|                                                      |                 |                              | 8     | 145   | 1,160    | 1,160    |       |
|                                                      | Lab - PLM       | 16                           | 20    | 320   |          | 320      |       |
|                                                      | Lab - TEM       | 12                           | 75    | 900   |          | 900      |       |
|                                                      | Asbestos Survey |                              |       |       |          | 4,320    |       |
| Report Preparation<br>(w/ quantity estimates)        | --              |                              | 4     | 185   | 740      | 100      | 840   |
|                                                      |                 |                              | 8     | 165   | 1,320    | 1,320    |       |
|                                                      |                 |                              | 16    | 145   | 2,320    | 2,320    |       |
|                                                      |                 | Report Preparation           |       |       |          |          | 4,480 |
| Survey                                               |                 |                              | Total |       | 10,080   |          |       |

### Preparation of Plans & Specifications

| Task                          | Sub-Task | Unit | Rate | Total                                 | Expenses | Subtotal      |
|-------------------------------|----------|------|------|---------------------------------------|----------|---------------|
| Meetings & Project Management | --       | 16   | 185  | 2,960                                 | 400      | 3,360         |
|                               |          | 8    | 165  | 1,320                                 |          | 1,320         |
|                               |          | 8    | 145  | 1,160                                 |          | 1,160         |
|                               |          | 0    | 125  | 0                                     |          | 0             |
|                               |          |      |      |                                       |          |               |
|                               |          |      |      | <b>Meetings &amp; Proj Management</b> |          | <b>5,840</b>  |
| Prepare Plans & Specs         |          | 30   | 185  | 5,550                                 | 300      | 5,850         |
|                               |          | 30   | 165  | 4,950                                 |          | 4,950         |
|                               |          | 40   | 145  | 5,800                                 |          | 5,800         |
|                               |          | 0    | 125  | 0                                     |          | 0             |
|                               |          |      |      |                                       |          |               |
|                               |          |      |      | <b>Prepare Plans &amp; Specs</b>      |          | <b>16,600</b> |
| Bidders' Meeting, etc.        |          | 30   | 185  | 5,550                                 | 300      | 5,850         |
|                               |          | 0    | 165  | 0                                     |          | 0             |
|                               |          | 10   | 145  | 1,450                                 |          | 1,450         |
|                               |          | 0    | 125  | 0                                     |          | 0             |
|                               |          |      |      |                                       |          |               |
|                               |          |      |      | <b>Bidders' Mtg, etc.</b>             |          | <b>7,300</b>  |
|                               |          |      |      | <b>Plans &amp; Specifications</b>     |          | <b>29,740</b> |

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING A LICENSE AND HOLD HARMLESS AGREEMENT BETWEEN ANNA PIERCE AND THE  
BOROUGH OF OCEANPORT FOR BLOCK 10, LOT 20.03 ALSO KNOWN AS 79 IROQUOIS AVE**

**Resolution #2024-117  
04/18/24**

**WHEREAS**, property owner Anna Pierce of 79 Iroquois Ave made an application to and obtained bulk variance approval from the Oceanport Planning Board for various improvements on the property designated as Block 10, Lot 20.03 also known as 79 Iroquois Ave.; and

**WHEREAS**, there is an existing Drainage Easement over the property which exists for the benefit of the Borough and the proposed improvements will encroach into/on/over the Borough's Drainage Easement; and

**WHEREAS**, the Planning Board's approval is contingent upon Ms. Pierce obtaining approval from the Borough to allow for the Improvements to encroach upon the Borough's Drainage Easement; and

**WHEREAS**, the Borough Council having considered same desires to grant a license to Ms. Pierce for the proposed improvements that will encroach into/on/over the Borough's Drainage Easement subject to a Hold Harmless Agreement between the parties,

**NOW THEREFORE BE IT RESOLVED** by the Borough Council of the Borough of Oceanport that the Mayor and Borough Clerk are hereby authorized to execute the License and Hold Harmless Agreement for Block 10, Lot 20.03 in a form approved by the Borough Attorney subject to the following:

1. The Property Owner(s) entering into the hold harmless agreement with the Borough of Oceanport agreeing to release, indemnify and hold the Borough harmless from any loss damage or liability, including Attorney Fees and expenses of litigation or otherwise stemming from the performance, installation, maintenance, failure or existence of the work to be performed at that site.
2. The Borough Clerk shall cause the License and Hold Harmless Agreement to be recorded with the Monmouth County Clerk.

## LICENSE AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT, entered this \_\_\_\_\_ day of April, 2024

BETWEEN

BOROUGH OF OCEANPORT  
910 Oceanport Way  
Oceanport, NJ 07757

(Hereinafter referred to as “Borough”)

AND

Anna Pierce  
79 Iroquois Avenue  
Oceanport, NJ 07757

(Hereinafter referred to as “Ms. Pierce” or “the License Holder”)

**WHEREAS**, Ms. Pierce made an application to and obtained bulk variance approval from the Oceanport Planning Board to remove an exiting paver walkway and replace it with a reduced smaller walkway; remove the exiting patio and replace it with a larger patio and install a wood-burning fireplace on the new patio (collectively the “Improvements”) on the property designated as Block 10, Lot 20.03 on the Tax Map of the Borough of Oceanport bearing the street address 79 Iroquois Avenue (the “Property”); and

**WHEREAS**, there is an existing Drainage Easement over the Property which exists for the benefit of the Borough and there is an existing wall or structure which apparently encroaches into/on/over the Borough’s Drainage Easement; and

**WHEREAS**, the proposed Improvements will encroach on/over/ into the Borough’s Drainage Easement and the Planning Board’s approval is contingent upon Ms. Pierce obtaining approval from the Borough to allow for the Improvements to encroach upon the Borough’s Drainage Easement; and

**WHEREAS**, the Borough has an interest in ensuring that the Borough’s Drainage Easement

is recognized by the License Holder; the constructed Improvements on/over/ into the Borough's Drainage Easement are safe and will be removed if necessary to protect, maintain and/or repair the Borough's Drainage Easement and do not constitute a general nuisance to the citizens of the Borough of Oceanport; and

**NOW THEREFORE**, in consideration of the Borough allowing the License Holder to place and maintain the Improvements on/over/into the Borough's Drainage Easement, and for other good and valuable consideration, hereby agree for themselves, their successors and assigns, as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Access Agreement.
2. Grant of License. The Borough hereby grants to the License Holder a revocable License to permit the installation and maintenance of the Improvements on/over/ into the Borough's Drainage Easement on the Property subject to the terms and conditions outlined herein.
3. Indemnification. The License Holder agrees to indemnify and hold the Borough of Oceanport, its officials, officers, consultants, agents, servants, representatives and employees, harmless from and against any and all claims, liability, cost or expense of every kind and nature arising from License Holder's construction and maintenance of the Improvements on/over/ into the Borough's Drainage Easement. Such indemnification and/or hold harmless obligation shall pertain to any claim, regardless of the Borough's negligence, and shall extend not only to actual damages but shall also include reasonable costs and expenses of litigation, including but not limited to, expenses and fees in connection with the engagement or utilization of any fact or expert witnesses as well as reasonable attorney fees. When requested by the Borough, the License Holder agrees to aid and/or defend the Borough, its officials, officers, agents, servants, representatives and employees, in the event any or all of same are named as a defendant or defendants in any action relating to activities



regardless of negligence of License Holder arising under this Agreement or in connection with the placement or maintenance of the Improvements in the Borough's Drainage Easement. The License Holder further agrees to release any claim that he/she/they may now have or have in the future against the Borough relating to the placement or maintenance of the Improvements on the Borough's Drainage Easement. This Paragraph shall survive the termination of this Agreement.

3. Term and Termination. (a) This License hereby granted pursuant to this Agreement, and the mutual covenants of the parties herein contained, shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of the Property and all persons claiming under them, provided, however that the Borough may terminate this Agreement at any time by providing not less than thirty (30) days written notice of such termination to the License Holder. The License Holder, her successors and assigns, shall, at their sole cost and expense, remove the Improvements as designated by said notice of termination of the License within the time period provided in the notice of termination.

(b) If notice of termination is provided to the License Holders and they fail to remove the Improvements encroaching on the Borough's Drainage Easement within the time period prescribed by the notice of termination, the Borough shall be authorized to remove the Improvements from the Property. If the Borough removes the Improvements from the Property pursuant to this Paragraph, the License Holder shall be responsible, at their sole cost and expense, for any removal or replacement costs.

4. Removal or Relocation. (a) Upon thirty (30) days written notice by the Borough, the License Holder shall temporarily remove or permanently relocate the Improvements so that the Borough may use/ access or maintain the Drainage Easement. The License Holder shall be responsible for any removal, replacement or relocation costs.

(b) In the case of an emergency, the Borough shall be authorized to remove the Improvements from the Property without any prior written notice to the License Holder in order to access the Drainage Easement.

(c) The Borough shall not be liable to the License Holder for any reasonable disturbance caused to the Property by the Borough while accessing the Drainage Easement.

(d) The Borough reserves all rights and remedies available to it under law to enforce the terms of this Agreement, including the right to seek a court order for removal of the fence.

5. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey. Any dispute concerning this Agreement shall be venued in the Superior Court of New Jersey-Monmouth County.

6. Entire Agreement. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

7. Severability. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

8. Notice. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by regular United States Mail, to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section. All notices shall be effective from the date of delivery or refusal of delivery.

If to the Borough:

Jeanne Smith, Borough Clerk  
910 Oceanport Way  
Oceanport, NJ 07757

If to the License Holders: Anna Pierce  
79 Iroquois Avenue  
Oceanport, NJ 07757

**Voluntary Agreement:** Anna Pierce hereby specifically and equivocally state that the agreements and conditions set forth in the License and Hold Harmless Agreement have not been forced upon her/him/them by undue influence or coercion.

**Interpretation of Law:** This Agreement shall be interpreted under and governed by the Laws of the State of New Jersey.

**IN WITNESS WHEREOF,** Anna Pierce and the Borough signs and agrees to be bound by the terms set forth hereinabove. The Borough of Oceanport has caused this instrument to be signed by its Mayor and attested by its Clerk and does cause its proper corporate seal to be affixed as of the date and year first above written pursuant with Resolution #2024-117 by the Mayor & Council of the Borough of Oceanport.

**ANNA PIERCE**

By: \_\_\_\_\_

Name: Anna Pierce

**BOROUGH OF OCEANPORT**

By: \_\_\_\_\_

Thomas J. Tvrdek, Mayor  
Borough of Oceanport

Attest: \_\_\_\_\_

Notary Public

Attest: \_\_\_\_\_

Jeanne Smith  
Borough Clerk



## PROPERTY OWNERS WITHIN 200'

| OWNER & ADDRESS REPORT |       |      |                                                                                    |                   | 11/21/23 Page 1 of 2 |       |
|------------------------|-------|------|------------------------------------------------------------------------------------|-------------------|----------------------|-------|
| BLOCK                  | LOT   | QUAL | OWNER & ADDRESS                                                                    | PROPERTY LOCATION | Address              | Notes |
| 8                      | 11.01 | 2    | KORN, TIMOTHY & SANDRA<br>74 IROQUOIS AVE<br>OCEANPORT, N.J. 07757                 | 74 IROQUOIS AVE   |                      |       |
| 8                      | 11.02 | 2    | KOHLER, ANDREW & LORRAINE<br>78 IROQUOIS AVE<br>OCEANPORT, N.J. 07757              | 78 IROQUOIS AVE   |                      |       |
| 8                      | 11.03 | 2    | DOMIN, WILLIAM & DANIELLE M<br>82 IROQUOIS AVE<br>OCEANPORT, N.J. 07757            | 82 IROQUOIS AVE   |                      |       |
| 8                      | 12    | 2    | GIORDANO, ANTHONY III & ELIZABETH M<br>86 IROQUOIS AVE<br>OCEANPORT, N.J. 07757    | 86 IROQUOIS AVE   |                      |       |
| 8                      | 17    | 2    | KISE, DANIEL & AMY<br>85 TECUMSEH AVE<br>OCEANPORT, N.J. 07757                     | 85 TECUMSEH AVE   |                      |       |
| 8                      | 18    | 2    | KOSMELTOW, ANTHONY<br>79 TECUMSEH AVE<br>OCEANPORT, N.J. 07757                     | 79 TECUMSEH AVE   |                      |       |
| 8                      | 19    | 2    | SULLIVAN, ALEXANDER<br>75 TECUMSEH AVE<br>OCEANPORT, N.J. 07757                    | 75 TECUMSEH AVE   |                      |       |
| 8                      | 20    | 2    | KYNESMAN, GEORGE J & BEVERLY<br>67 TECUMSEH AVE<br>OCEANPORT, N.J. 07757           | 67 TECUMSEH AVE   |                      |       |
| 8                      | 21    | 2    | DE SMITH, HARRY A & COLLEEN E<br>81 TECUMSEH AVE<br>OCEANPORT, N.J. 07757          | 81 TECUMSEH AVE   |                      |       |
| 10                     | 11    | 2    | STEINMAN, LEA & ROTOLO, ALEXANDER<br>98 SAGAMORE AVE<br>OCEANPORT, N.J. 07757      | 98 SAGAMORE AVE   |                      |       |
| 10                     | 12    | 2    | SICILLIANO, ELIZABETH K<br>102 SAGAMORE AVE<br>OCEANPORT, N.J. 07757               | 102 SAGAMORE AVE  |                      |       |
| 10                     | 13.01 | 2    | STURMSTADT, RONALD A & LINDA L<br>104 SAGAMORE AVE<br>OCEANPORT, N.J. 07757        | 104 SAGAMORE AVE  |                      |       |
| 10                     | 14.01 | 2    | BORSEN, LAWRENCE B. & DONNA H<br>118 SAGAMORE AVE<br>OCEANPORT, N.J. 07757         | 118 SAGAMORE AVE  |                      |       |
| 10                     | 14.02 | 2    | MARICCI, FRANCIS D III & ENZA N<br>114 SAGAMORE AVE<br>OCEANPORT, N.J. 07757       | 114 SAGAMORE AVE  |                      |       |
| 10                     | 20.01 | 2    | BEPTOLO, CHRISTOPHER P & ELIZ B<br>87 IROQUOIS AVE<br>OCEANPORT, N.J. 07757        | 87 IROQUOIS AVE   |                      |       |
| 10                     | 20.02 | 2    | BUCH, BRIAN E & CYNTHIA B<br>83 IROQUOIS AVE<br>OCEANPORT, N.J. 07757              | 83 IROQUOIS AVE   |                      |       |
| 10                     | 20.04 | 2    | LEHMAN, PETER R & MURIEL W<br>75 IROQUOIS AVE<br>OCEANPORT, N.J. 07757             | 75 IROQUOIS AVE   |                      |       |
| 10                     | 20.05 | 2    | WOLF, RANDOLPH H & ANN M<br>71 IROQUOIS AVE<br>OCEANPORT, N.J. 07757               | 71 IROQUOIS AVE   |                      |       |
| 12                     | 24.02 | 2    | TUPPENHAW, JEFFREY T & MEGHAN<br>115 SAGAMORE AVE<br>OCEANPORT, N.J. 07757         | 115 SAGAMORE AVE  |                      |       |
| 12                     | 25    | 2    | SCIVAKA, PAUL B & JACQUELINE<br>111 SAGAMORE AVE<br>OCEANPORT, N.J. 07757          | 111 SAGAMORE AVE  |                      |       |
| 12                     | 26    | 2    | BONAMANTINI, JULIA ANI<br>107 SAGAMORE AVE<br>OCEANPORT, N.J. 07757                | 107 SAGAMORE AVE  |                      |       |
| 12                     | 27    | 2    | HARTMAN, KATHY LEE & FUSSELL, PETER H<br>105 SAGAMORE AVE<br>OCEANPORT, N.J. 07757 | 105 SAGAMORE AVE  |                      |       |
| 12                     | 28    | 2    | BARNY, KIM & KIMBERLY, STEVEN<br>99 SAGAMORE AVE<br>OCEANPORT, N.J. 07757          | 99 SAGAMORE AVE   |                      |       |

## UTILITY CONTACTS

Two Rivers Water Reclamation Center  
1 Highland Avenue  
Monmouth Beach, NJ 07750

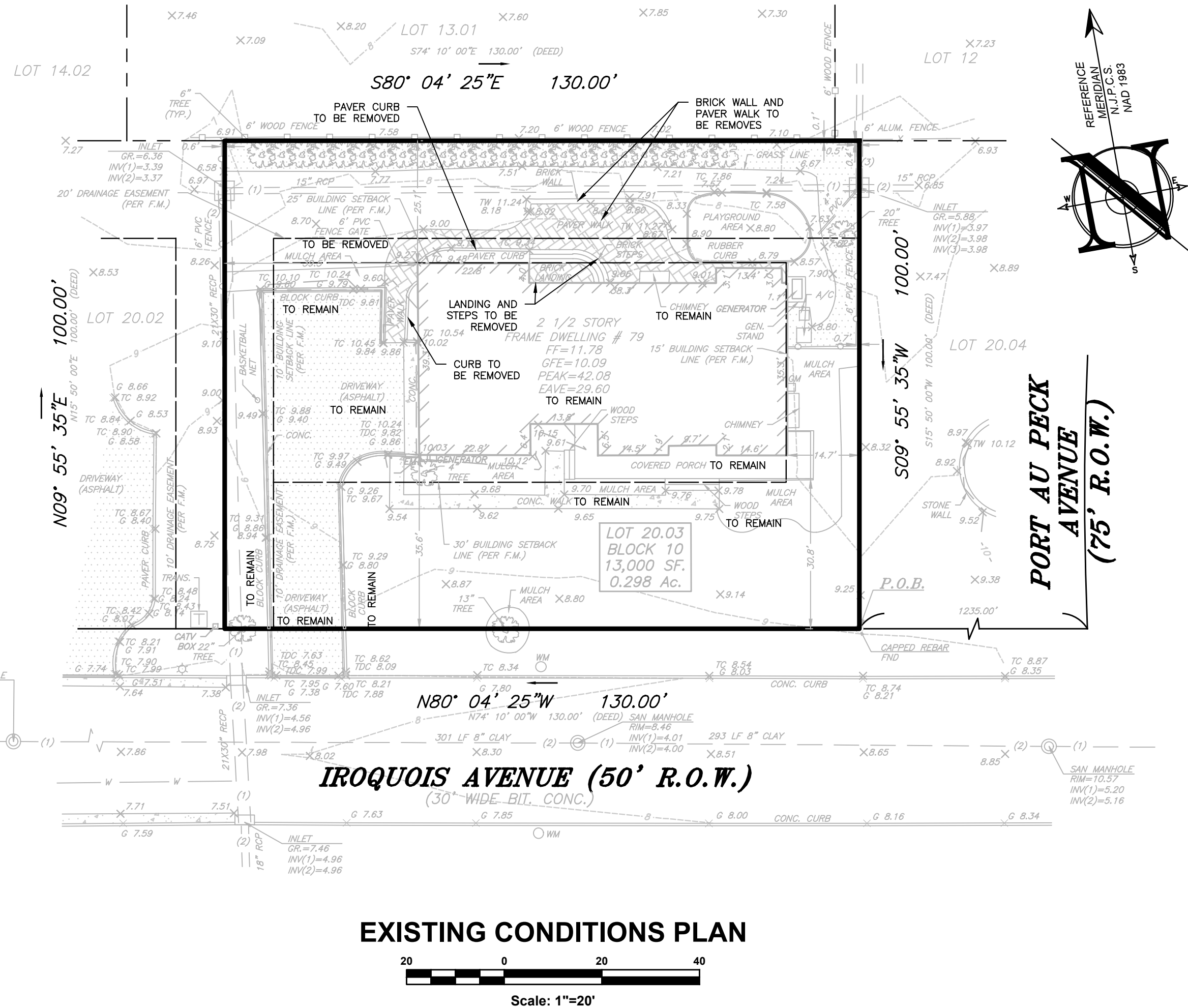
JCP&L Co.  
ATTN: Richard Cohen  
360 Madison Ave.  
Morristown, NJ 07960

Comcast  
401 South Street  
Eatontown, NJ 07724

NJ American Water Company, Inc.  
1025 Laurel Oak Road  
Voorhees, NJ 08043  
Attn: Donna Shive, GIS Supervisor

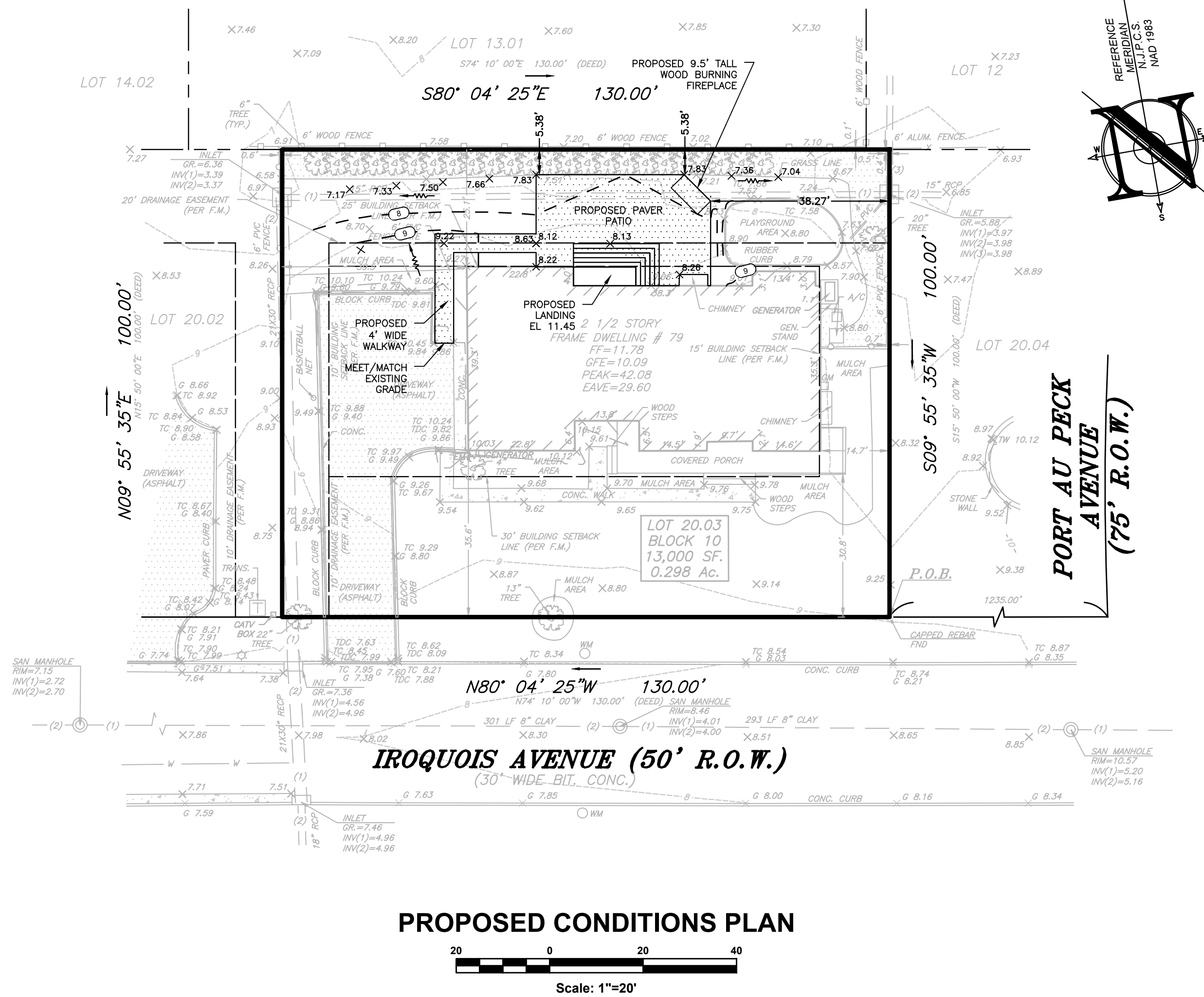
NJ Natural Gas Co.  
1415 Wyckoff Rd.  
Wall, NJ 07719

Verizon  
Attn: Manager of Engineering  
5011 Belmar Blvd.  
Wall, NJ 07727



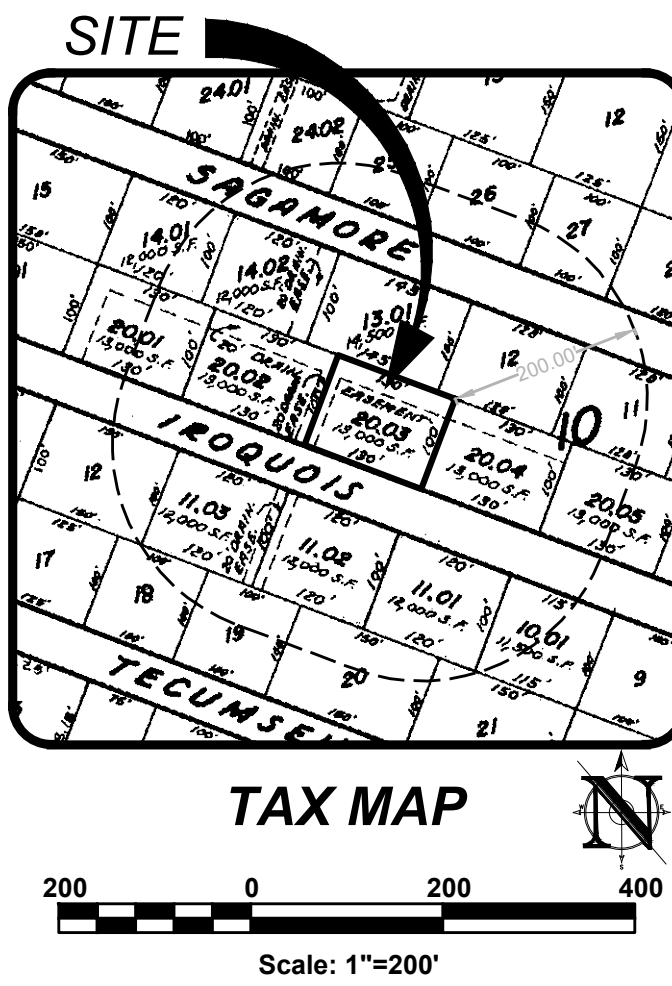
## EXISTING CONDITIONS PLAN

Scale: 1"=20'



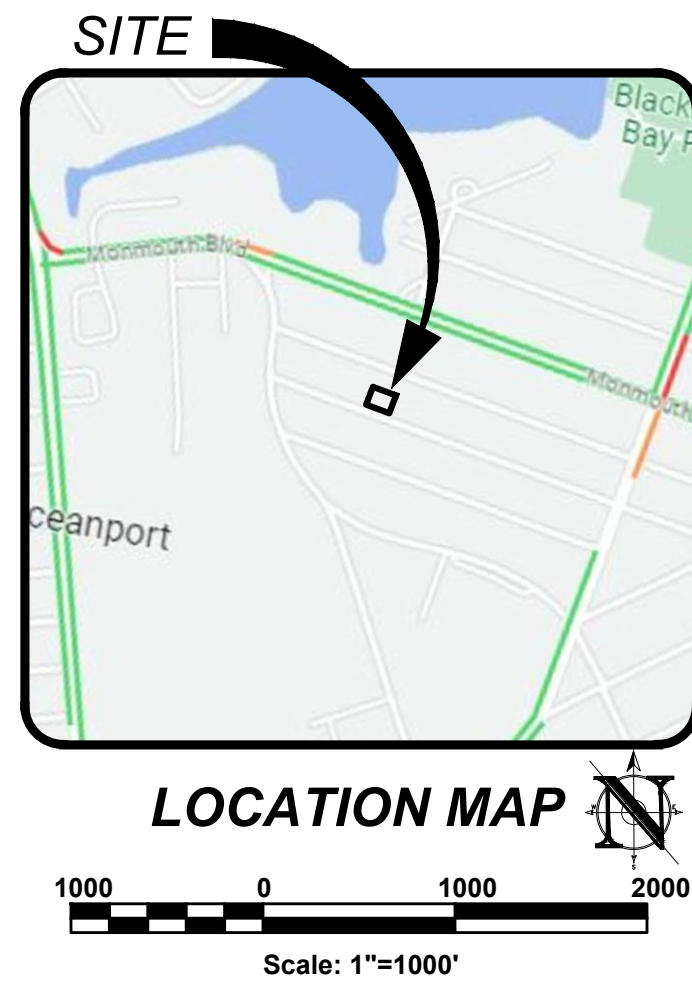
## PROPOSED CONDITIONS PLAN

Scale: 1"=20'



## TAX MAP

Scale: 1"=200'



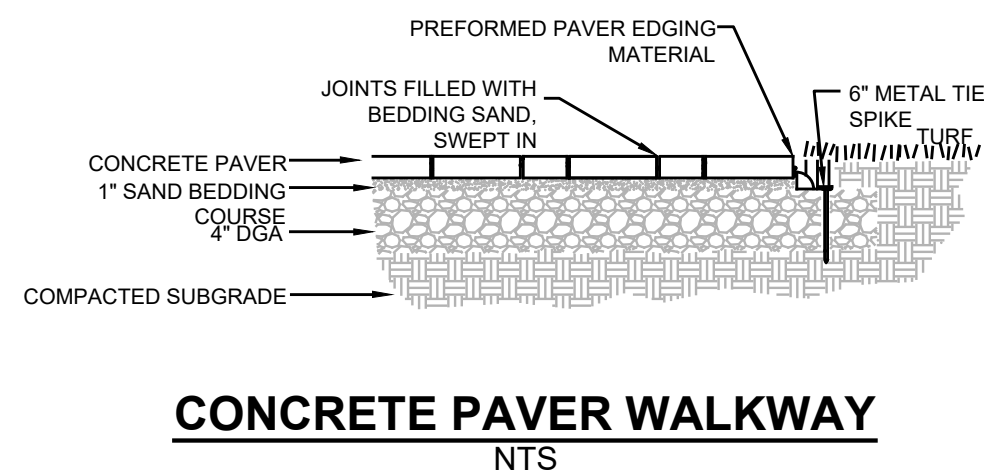
## LOCATION MAP

Scale: 1"=1000'

## GENERAL NOTES

- SUBJECT PROPERTY**  
TAX MAP #10: BLOCK 10, LOT 20.03; 79 IROQUOIS AVENUE, MONMOUTH COUNTY, NEW JERSEY
- OWNER / APPLICANT**  
PIERCE, ANA  
79 IROQUOIS AVENUE  
OCEANPORT, NJ 07757
- PURPOSE OF THIS PLAN SET**  
THIS PLAN SET HAS BEEN PREPARED TO SUPPORT AN APPLICATION TO THE MUNICIPALITY (FOR ENGINEERING AND ZONING APPROVAL).
- SURVEY DATA**  
SURVEY INFORMATION CONTAINED HEREON IS BASED ON A FIELD SURVEY PERFORMED BY INSITE SURVEYING, LLC, ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY OF BLOCK 10, LOT 20.03, 79 IROQUOIS AVENUE," WITH THE LATEST REVISION BEING DATED 08/07/23. A SIGNED AND SEALED COPY OF THIS SURVEY SHALL ALWAYS ACCOMPANY THIS SITE PLAN AS AN INDEPENDENT SHEET. TOPOGRAPHIC INFORMATION ON THE SURVEY REFERENCES THE NAVD83 VERTICAL DATUM.
- BASE FLOOD ELEVATION**  
SUBJECT PROPERTY IS NOT IN A FEMA FLOOD ZONE.
- CONSTRUCTION STAKEOUT**  
SPECIAL CARE SHALL BE TAKEN DURING STAKEOUT AND CONSTRUCTION TO ADHERE TO THE LOCATION OF THE PROPOSED STRUCTURE AND SITE IMPROVEMENTS. THE BUILDING TIES ARE TO THE FOUNDATION.
- UNDERGROUND UTILITIES NOTIFICATION**  
FOR ANY EXCAVATION IN NEW JERSEY, THE CONTRACTOR SHALL CALL PLANT LOCATION SERVICE AT 1-800-272-1000 FOR A MARKOUT REQUEST NO LESS THAN THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
- VERIFICATION OF UTILITIES**  
EXISTING UTILITIES SHOWN ON THIS SITE PLAN ARE APPROXIMATE PER THE REFERENCED SURVEY. THE CONTRACTOR SHALL PERFORM SAMPLE TEST PITS TO DETERMINE EXACT LOCATIONS. ALL EXISTING UTILITIES TO REMAIN AND BE UTILIZED. THE CONTRACTOR SHALL CONFIRM ADEQUACY AND CONDITION OF ALL EXISTING UTILITIES.
- SPECIFICATIONS**  
UNLESS OTHERWISE NOTED HEREON, ALL SITE WORK SHALL BE CARRIED OUT IN CONFORMANCE WITH THE PROVISIONS OF THE "NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.
- LIMIT OF DISTURBANCE**  
PRIOR TO THE START OF SITE WORK, THE LIMIT OF DISTURBANCE SHALL BE DELINEATED WITH SNOW FENCING OR OTHER APPROPRIATE MARKERS. SOIL DISTURBANCE IS LESS THAN 5,000 SF, THEREFORE PLAN CERTIFICATION IS FROM THE SOIL CONSERVATION DISTRICT IS NOT REQUIRED.
- RESTORATION**  
ALL AREAS DISTURBED DURING THE COURSE OF CONSTRUCTION SHALL BE RESTORED "IN-KIND" AS NEARLY AS PRACTICAL TO THEIR ORIGINAL STATE. AREAS WHERE SOIL IS LEFT EXPOSED SHALL BE GRADED, RAKED SMOOTH AND SEEDED IMMEDIATELY UPON COMPLETION OF SOIL DISTURBANCE.

| LOT COVERAGE CALCULATIONS |               |               |
|---------------------------|---------------|---------------|
| ITEM                      | EXISTING (SF) | PROPOSED (SF) |
| DWELLING                  | 2,723.9       | NO CHANGE     |
| COVERED PORCH             | 303.8         | NO CHANGE     |
| DRIVEWAY                  | 1,532.4       | NO CHANGE     |
| WALKWAY (FRONT)           | 261.3         | NO CHANGE     |
| WALKWAY (REAR)            | 616.2         | 164.3         |
| BLOCK CURB                | 96.6          | 78.6          |
| RUBBER CURB               | 17.2          | 17.2          |
| WALL                      | 33.7          | N/A           |
| LANDING                   | 50.0          | 53.5          |
| STEPS                     | 89.3          | 151.0         |
| GENERATOR                 | 19.3          | NO CHANGE     |
| A/C                       | 13.0          | NO CHANGE     |
| PATIO                     | N/A           | 660.0         |
| TOTAL                     | 5,756.7       | 5,978.3       |

CONCRETE PAVER WALKWAY  
NTS

| ZONING COMPLIANCE CHART                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                  |                                          |           |              |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------|-----------|--------------|----------|
| R-3 (SINGLE-FAMILY) ZONE                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                  |                                          |           |              |          |
| ACCESSORY STRUCTURE: PERMITTED                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                  |                                          |           |              |          |
| ORD. SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                              | STANDARD                                         | REQUIRED                                 | EXISTING  | PROPOSED     | COMPLIES |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MIN. LOT AREA (SF)                               | 12,000                                   | 13,000    | NO CHANGE    | YES      |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MIN. LOT WIDTH (FT)                              | 120                                      | 130.0     | NO CHANGE    | YES      |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MIN. LOT DEPTH (FT)                              | 100                                      | 100.0     | NO CHANGE    | YES      |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MIN. FRONT YARD SETBACK (FT)                     | 30                                       | 30.8      | NO CHANGE    | YES      |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MIN. REAR YARD SETBACK (FT)                      | 25                                       | 25.1      | NO CHANGE    | YES      |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MIN. SIDE YARD SETBACK                           |                                          |           |              |          |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ONE SIDE (FT)                                    | 10                                       | 14.7      | NO CHANGE    | YES      |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | BOTH SIDES (FT)                                  | 25                                       | 54.2      | NO CHANGE    | YES      |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MAX. BUILDING HEIGHT (FT) (FLAT ROOFS)           | 30                                       | N/A       | N/A          | -        |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MAX. BUILDING HEIGHT (STORIES) (FLAT ROOFS)      | 2                                        | N/A       | N/A          | -        |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MAX. BUILDING HEIGHT (FT) (ALL OTHER ROOFS)      | 35                                       | 33.6      | NO CHANGE    | YES      |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MAX. BUILDING HEIGHT (STORIES) (ALL OTHER ROOFS) | 2.5                                      | 2.5       | NO CHANGE    | YES      |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MAX. DWELLINGS PER ACRE                          | 3.7                                      | 1.1       | NO CHANGE    | YES      |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | LOT COVERAGE                                     |                                          |           |              |          |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MAX. IMPERVIOUS COVERAGE (%)                     | 37                                       | 44.28 (N) | 45.99 (N)(V) | NO       |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MAX. ACCESSORY BUILDING COVERAGE (%)             | 5                                        | N/A       | N/A          | -        |
| SCHED. II                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MAX. PRINCIPAL BUILDING COVERAGE (%)             | 25                                       | 23.3      | NO CHANGE    | YES      |
| (N) EXISTING NON-COMPLIANCE                                                                                                                                                                                                                                                                                                                                                                                                                                               | (I) IMPROVED CONDITION                           | (X) VARIANCE / NON-COMPLIANCE ELIMINATED |           |              |          |
| (E) EXISTING VARIANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                     | (V) PROPOSED VARIANCE                            |                                          |           |              |          |
| (a) THIS PERTAINS TO AN EXISTING STRUCTURE WHICH WAS NOT MADE AVAILABLE TO THIS OFFICE                                                                                                                                                                                                                                                                                                                                                                                    |                                                  |                                          |           |              |          |
| (1) IN RESIDENCE DISTRICTS, NO PRINCIPAL BUILDING SHALL BE NEARER TO THE STREET LINE OF ANY STREET THAN THE AVERAGE ALIGNMENT OF THE EXISTING PRINCIPAL BUILDINGS WITHIN 200 FEET OF EACH SIDE OF THE LOT WITHIN THE SAME BLOCK.                                                                                                                                                                                                                                          |                                                  |                                          |           |              |          |
| (2) DECKS THAT CONTAIN A MINIMUM OF A 1/8-INCH GAP BETWEEN DECKING BOARDS AND THAT HAVE PEROUS BASE MATERIAL UNDER THE DECK SHALL NOT BE CONSIDERED IMPERVIOUS COVERAGE. WHEN AN ACCESSORY STRUCTURE IS ATTACHED TO THE PRINCIPAL BUILDING, IT SHALL COMPLY IN ALL RESPECTS WITH THE YARD REQUIREMENTS OF THIS CHAPTER APPLICABLE TO THE PRINCIPAL BUILDING. A DECK IS NOT CONSIDERED AN ACCESSORY STRUCTURE IF IT IS LOCATED WITHIN FIVE FEET OF THE PRINCIPAL BUILDING. |                                                  |                                          |           |              |          |

| LEGEND            |                   |
|-------------------|-------------------|
| EXISTING          | PROPOSED          |
| BOUNDARY LINE     | BOUNDARY LINE     |
| CONTOUR LINE      | CONTOUR LINE      |
| SPOT ELEVATION    | SPOT ELEVATION    |
| BUILDING          | BUILDING          |
| WALL              | WALL              |
| GAS               | GAS               |
| WATER             | WATER             |
| INLET             | INLET             |
| STORM             | STORM             |
| SANITARY MAIN     | SANITARY MAIN     |
| SANITARY LATERAL  | SANITARY LATERAL  |
| OVERHEAD WIRE     | OVERHEAD WIRE     |
| ELECTRIC          | ELECTRIC          |
| TELEPHONE         | TELEPHONE         |
| UTILITY POLE      | UTILITY POLE      |
| HYDRANT           | HYDRANT           |
| SIGN POST         | SIGN POST         |
| FENCE             | FENCE             |
| LIGHT FIXTURE     | LIGHT FIXTURE     |
| TEST PIT LOCATION | TEST PIT LOCATION |
| GRADE FLOW ARROW  | GRADE FLOW ARROW  |
| SWALE CENTER LINE | SWALE CENTER LINE |

## PROJECT INFORMATION

PROJECT NAME:

79 IROQUOIS AVENUE

PROJECT LOCATION:

BLOCK 10, LOT 20.03  
79 IROQUOIS AVENUE  
BOROUGH OF OCEANPORT,  
MONMOUTH COUNTY, NJ

OWNER:

PIERCE, ANA  
79 IROQUOIS AVENUE  
OCEANPORT, NJ 07757

APPLICANT:

PIERCE, ANA  
79 IROQUOIS AVENUE  
OCEANPORT, NJ 07757

## APPLICANT'S PROFESSIONALS

SURVEYOR:

INSITE SURVEYING, LLC  
1955 ROUTE 34, SUITE 1A  
WALL, NJ 07719



CALL BEFORE YOU DIG!

NJ ONE CALL: 800-272-1000

www.onecallnj.com

ELECTRIC: RED

GAS: ORANGE

COMMUNICATION: YELLOW

WATER: BLUE

SEWER: GREEN

TEMP. SENSITIVE MARKINGS: MAGENTA

PROPOSED EXCAVATION: WHITE



InSite Engineering, LLC  
CERTIFICATE OF AUTHORIZATION: 24GA28083200  
1955 ROUTE 34, SUITE 1A, WALL, NJ 07719  
732-531-7100 (Ph) 732-531-7344 (Fax)  
InSite@InSiteEng.net www.InSiteEng.net

LICENSED IN: NEW JERSEY, NEW YORK, PENNSYLVANIA  
DELAWARE, CONNECTICUT, NORTH CAROLINA  
COLORADO, & DISTRICT OF COLUMBIA

CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN THE SIGNATURE  
AND RASSED SEAL OF THE PROFESSIONAL, IT IS NOT AN ORIGINAL  
AND MAY HAVE BEEN ALTERED

*Douglas D. Cieland*  
DOUGLAS D. CIELAND, PE  
PROFESSIONAL ENGINEER  
NJ PE 24GE0331000

## REVISIONS

| Rev.# | Date     | Comment                           |
|-------|----------|-----------------------------------|
| 1     | 12/01/23 | ADD 200 FOOT LIST INITIAL RELEASE |
| 2     | 10/10/23 | DESIGNED BY: DDC                  |
| 3     | 10/10/23 | DRAWN BY: AMC                     |
| 4     | 10/10/23 | CHECKED BY: DDC                   |
| 5     | 10/10/23 | CAD ID: 23-1610-10                |

NOT FOR CONSTRUCTION

APPROVED BY:

FOR CONSTRUCTION

## PLAN INFORMATION

DRAWING TITLE:

## PLOT PLAN

SHEET TITLE:

## PLAN

SHEET NO.:

1 OF 1



## ORDINANCE

### AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY AMENDING CHAPTER 204 OF THE CODE OF THE BOROUGH OF OCEANPORT, ENTITLED "FEES" FOR THE ADOPTION OF AN AMENDED DEVELOPMENT FEE SCHEDULE FOR THE BOROUGH OF OCEANPORT

**WHEREAS**, the Borough of Oceanport is a duly organized Municipal Corporation of the State of New Jersey; and

**WHEREAS**, pursuant to the New Jersey Municipal Land Use Law, and other Laws, the Borough of Oceanport is empowered to establish Application Fees, Escrow Fees, and other Charges associated with the Construction, Zoning, and Land Use Board process; and

**WHEREAS**, it is appropriate for representatives of the Municipal entity to periodically review and update the various Application Fees, Escrow Charges, and other Fees associated with the Construction, Zoning, and Land Use Board process; and

**WHEREAS**, the updated Application Fees, Escrow Charges, and other Charges are set forth on the attached Development Fee Schedule, which is attached hereto and incorporated herein at length; and

**WHEREAS**, it is appropriate for the said Development Fee Schedule to be officially adopted via an authorizing / confirming Ordinance; and

**WHEREAS**, it is believed that the Fee / Charges, as set forth on the attached Development Fee Schedule, are commercially reasonable,

**NOW, THEREFORE, BE IT ORDAINED**, by the Borough Council of the Borough of Oceanport as follows:

1. That the Borough Council of the Borough of Oceanport hereby approves and adopts the revised / updated Application Fees / Escrow Charges and other Charges as set forth on the attached Development Fee Schedule.
2. That the attached Development Fee Schedule shall be effective upon adoption and publication in accordance with New Jersey Law.
3. That the attached Development Application Fee Schedule shall not affect any Development Applications which, in good faith, were submitted to the Borough of Oceanport prior to the adoption of the within Ordinance.
4. That upon adoption, Borough / Planning Board Officials are authorized to distribute the Development Fee Schedule to Planning Board Applicants (and other members of the public who wish to review the same).
5. That all Ordinances or parts of Ordinances in conflict or inconsistent with this ordinance are hereby repealed, but only, however to the extent of such conflict or inconsistency, it being the legislative intent that all other ordinances or parts of ordinances now existing and in effect, unless the same be in conflict or inconsistent with any of the provisions of this ordinance, shall remain in full force and effect.

#### APPROVED ON FIRST READING

DATED: April 18, 2024

JEANNE SMITH

Clerk of the Borough of Oceanport

#### ADOPTED ON SECOND READING

DATED: May 16, 2024

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

THOMAS J. TVRDIK  
Mayor

## BOROUGH OF OCEANPORT DEVELOPMENT APPLICATION FEE SCHEDULE

| Application Type                                           |                                                                           | Application Fee                                                                                                      | Escrow Fee                                                                                                                                                  | Sub-Totals    |          |
|------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------|
|                                                            |                                                                           |                                                                                                                      |                                                                                                                                                             | (Application) | (Escrow) |
| Zoning Permit                                              |                                                                           | \$45.00                                                                                                              | N/A                                                                                                                                                         |               |          |
| Bulk Variance (per lot)                                    |                                                                           | \$300 for 1 variance, plus \$50 for each additional Bulk Variance                                                    | \$1,000.00                                                                                                                                                  |               |          |
| Appeals & Interpretations                                  |                                                                           | \$300.00                                                                                                             | \$750.00                                                                                                                                                    |               |          |
| Use Variance                                               | 1 & 2 Family Home s                                                       | \$300.00                                                                                                             | \$1,000.00                                                                                                                                                  |               |          |
|                                                            | 3 or more Family                                                          | \$600.00                                                                                                             | \$2,500.00                                                                                                                                                  |               |          |
| Conditional Use                                            | Non-Residential                                                           | \$600.00                                                                                                             | \$2,500.00                                                                                                                                                  |               |          |
|                                                            |                                                                           | \$300.00                                                                                                             | \$1,000                                                                                                                                                     |               |          |
| Subdivision                                                | Minor Subdivision (up to 3 lots)                                          | \$300.00                                                                                                             | \$2,500.00                                                                                                                                                  |               |          |
|                                                            | Preliminary Major                                                         | \$350 plus \$45 per each additional lot created                                                                      | \$3,500.00                                                                                                                                                  |               |          |
|                                                            | Final Major                                                               | \$300.00 plus \$45 for each additional lot created                                                                   | \$3,500.00                                                                                                                                                  |               |          |
|                                                            | Tax Map (Minor & Major)                                                   | Single-family lots (1-2 lots) \$200                                                                                  |                                                                                                                                                             |               |          |
|                                                            |                                                                           | 3 to 9 lots: \$500.00                                                                                                |                                                                                                                                                             |               |          |
|                                                            |                                                                           | More than 10 lots: \$1,000                                                                                           |                                                                                                                                                             |               |          |
| Site Plan                                                  | Residential                                                               | \$600, plus \$25 per each dwelling unit                                                                              | \$100.00 per 1,000 SF of land developed                                                                                                                     |               |          |
|                                                            |                                                                           |                                                                                                                      | The minimum initial escrow submission shall be \$5,000, and the maximum initial escrow submission shall be \$10,000                                         |               |          |
|                                                            | Non-Residential                                                           | \$35 per 1,000 SF of land. The minimum application fee shall be \$450 and the maximum application fee shall be \$850 | \$100 per 1,000 SF of land developed (the minimum initial escrow submission shall be \$1,000.00 and the maximum initial escrow submission shall be \$10,000 |               |          |
|                                                            |                                                                           | \$35 per 1,000 SF of land                                                                                            |                                                                                                                                                             |               |          |
| Informal Hearing (if allowed per prevailing law/ordinance) |                                                                           | \$100.00                                                                                                             | N/A                                                                                                                                                         |               |          |
| Certified Property Owner's List                            |                                                                           | \$10 per list per lot, or other maximum amount as the NJ statute allows                                              | N/A                                                                                                                                                         |               |          |
| Special Meeting                                            |                                                                           | \$1,000.00                                                                                                           | N/A                                                                                                                                                         |               |          |
| Re-Approval/Extension                                      |                                                                           | \$250                                                                                                                | \$500                                                                                                                                                       |               |          |
| Amended Approval                                           | Non-substantive Amendment, as reasonably determined by the Zoning Officer | \$250                                                                                                                | \$500                                                                                                                                                       |               |          |
|                                                            | Substantive Amendment, as reasonably determined                           | \$500                                                                                                                | \$1,500                                                                                                                                                     |               |          |
| Certificate of Pre-Existing Non-Conforming Use             |                                                                           | \$300.00                                                                                                             | \$1,000.00                                                                                                                                                  |               |          |
| Other (non-specified)                                      |                                                                           | \$300.00                                                                                                             | \$750.00                                                                                                                                                    |               |          |
| GIS                                                        |                                                                           | \$25 per application                                                                                                 | N/A                                                                                                                                                         |               |          |
| TOTAL                                                      |                                                                           |                                                                                                                      |                                                                                                                                                             |               |          |

## Notes:

1. Each application fee and each escrow fee is to be paid by 2 separate checks or money orders.
2. Each application fee check and each escrow fee check is to be made payable to the "Borough of Oceanport".
3. The application fee is designed to help defray Borough/Board costs associated with the processing of the Development Applications, including administrative fees, copying charges, personnel time, etc.
4. The application fees are non-refundable.
5. The escrow fees are designed to reimburse the municipality for the actual professional costs billed to the municipality for the professional work associated with the Application. Depending upon the nature/complexity of any particular Development Application, professional fees could possibly include, but are not limited to, the following:
  - Engineering review of application and plans;
  - Preparation of an engineering review memorandum; Engineering field/site inspections;
  - Engineering consultation with the Applicant's Development Team; Engineering review of stormwater calculations;
  - Engineering review of environmental documentation;
  - Engineering review of Subdivision Plans, Metes/Bounds Descriptions, etc.; Engineering review of traffic information / reports;
  - Resolution compliance matters;
  - Legal review of application and plans;
  - Legal review of public notices and confirming affidavits; Preparation of Board Resolutions of Approval/Denial; Review of Subdivision Deeds;
  - Review of Easements/ Dedications, as necessary;
  - Retention of other professional service providers such as a Planner, Traffic Engineer, etc.; and Performance of other necessary professional services.
6. The escrow charges/payments/distribution are governed by local ordinance and by N.J.S.A. 40:55D-53.l (as may be amended from time to time). Per NJ law, detailed copies of invoices from the Borough/Board professionals, are to be regularly provided to the Applicant and/or the Applicant's representatives. There is a process by which any aggrieved Applicant can appeal the reasonableness of the professional charges associated with a particular application. Applicants are encouraged to review N.J.S.A. 40:55D-53.la for any additional information
7. In accordance with NJ Law, depending upon the complexity of a particular development project, and/or the need for certain/additional professional services to be rendered, if the Applicant's escrow account is depleted, or nearly depleted and additional professional work remains to be completed, the Applicant may be required to supplement the initial escrow amount. Any request to supplement the escrow amount shall be memorialized in a written statement from the designated Borough Official.
8. Upon satisfactory conclusion of the development process, and confirmation that no additional professional services are required/ necessary, upon written request, any remaining/unused escrow shall be returned to the Applicant.



# BOROUGH OF OCEANPORT DEVELOPMENT FEE SCHEDULE

| FEE TYPE                                                                                                        |  | APPLICATION FEE                            | ESCROW FEE                                                                                 |
|-----------------------------------------------------------------------------------------------------------------|--|--------------------------------------------|--------------------------------------------------------------------------------------------|
| Zoning Letter - RESIDENTIAL                                                                                     |  | \$ 25.00                                   |                                                                                            |
| Zoning Letter - NON-RESIDENTIAL                                                                                 |  | \$ 50.00                                   |                                                                                            |
| Zoning Application - RESIDENTIAL                                                                                |  |                                            |                                                                                            |
| Fences/Sheds under 12'                                                                                          |  | \$ 100.00                                  |                                                                                            |
| Accessory Structures<br>(sheds over 12', pools, driveways,<br>patios, decks, solar, pergola, private utilities) |  | \$ 150.00                                  |                                                                                            |
| Additions/New Dwellings                                                                                         |  | \$ 200.00                                  |                                                                                            |
| Compliance - As-Built Reviews                                                                                   |  | \$ 75.00                                   |                                                                                            |
| Zoning Application - NON-RESIDENTIAL                                                                            |  | \$ 300.00                                  |                                                                                            |
| Compliance - As-Built Reviews                                                                                   |  | \$ 150.00                                  |                                                                                            |
| Appeal Zoning Officer Decision                                                                                  |  | \$ 100.00                                  | \$ 750.00                                                                                  |
| Interpretations                                                                                                 |  | \$ 100.00                                  | \$ 750.00                                                                                  |
| Bulk Variance, per lot                                                                                          |  | \$ 300.00                                  | \$ 1,000.00                                                                                |
| Additional Bulk Variances, each                                                                                 |  | \$ 50.00                                   |                                                                                            |
| Use Variance                                                                                                    |  |                                            |                                                                                            |
| 1 & 2 family                                                                                                    |  | \$ 300.00                                  | \$ 1,000.00                                                                                |
| 3 or more units                                                                                                 |  | \$ 600.00<br>plus Site Plan fees           | \$ 2,500.00                                                                                |
| Use - Non-residential                                                                                           |  | \$ 600.00<br>plus Site Plan fees           | \$ 2,500.00                                                                                |
| Minor Subdivision                                                                                               |  | \$ 250.00<br>plus \$100/new lot            | \$ 2,500.00                                                                                |
| Preliminary Major Subdivision                                                                                   |  | \$ 500.00<br>plus \$100/lot created        | \$ 3,500.00                                                                                |
| Final Major Subdivision                                                                                         |  | \$ 300.00<br>plus \$50/lot created         | \$ 3,500.00                                                                                |
| Site Plan - RESIDENTIAL (3 or more units)                                                                       |  | \$ 500.00<br>plus \$25/unit                | \$ 3,500.00                                                                                |
| Site Plan - NON-RESIDENTIAL                                                                                     |  | \$ 750.00<br>plus \$50/1,000sf of lot area | \$ 1,000.00<br>plus \$50/acre of<br>disturbance plus \$.05/SF<br>of proposed building area |
| Minor or Preliminary Site Plan                                                                                  |  | \$ 500.00<br>plus \$25/sf of lot area      | \$ 3,500.00                                                                                |
| Major/ Final Site Plan                                                                                          |  | \$ 250<br>plus \$25/sf of lot area         | \$ 3,500.00                                                                                |
| Informal Review                                                                                                 |  | \$ 250.00                                  |                                                                                            |
| Special Meeting                                                                                                 |  | \$ 1,000.00                                |                                                                                            |
| Re-Approval/Extension                                                                                           |  | \$ 250.00                                  |                                                                                            |
| Amended Approval<br>(Non-substantive as determined by zoning officer)                                           |  | \$ 250.00                                  |                                                                                            |
| Amended Approval<br>(Substantive amendment as determined by zoning officer)                                     |  | \$ 500.00                                  |                                                                                            |
| Certificate of Pre-Existing Non-Conformity                                                                      |  | \$ 300.00                                  | \$ 500.00                                                                                  |
| Other (non-specified)                                                                                           |  | \$ 300.00                                  |                                                                                            |
| GIS/technology fee                                                                                              |  | \$ 25.00                                   |                                                                                            |

Notes:

1. Each application fee and each escrow fee is to be paid by 2 separate checks or money orders.
2. Each application fee check and each escrow fee check is to be made payable to the "Borough of Oceanport".
3. The application fee is designed to help defray Borough/Board costs associated with the processing of the Development Applications, including administrative fees, copying charges, personnel time, etc.
4. The application fees are non-refundable.
5. The escrow fees are designed to reimburse the municipality for the actual professional costs billed to the municipality for the professional work associated with the Application. Depending upon the nature/ complexity of any particular Development Application, professional fees could possibly include, but are not limited to, the following:

*Engineering review of application and plans;*

*Preparation of an engineering review memorandum; Engineering field/site inspections;*

*Engineering consultation with the Applicant's Development Team; Engineering review of stormwater calculations; Engineering review of environmental documentation;*

*Engineering review of Subdivision Plans, Metes/Bounds Descriptions, etc.; Engineering review of traffic information reports; Resolution compliance matters;*

*Legal review of application and plans;*

*Legal review of public notices and confirming affidavits; Preparation of Board Resolutions of Approval/ Denial; Review of Subdivision Deeds;*

*Review of Easements/ Dedications, as necessary;*

*Retention of other professional service providers such as a Planner, Traffic Engineer, etc.; and*

*Performance of other necessary professional services.*

6. The escrow charges/payments/distribution are governed by local ordinance and by N.J.S.A. 40:55D-53.1 (as may be amended from time to time). Per NJ law, detailed copies of invoices from the Borough/Board professionals, are to be regularly provided to the Applicant and/or the Applicant's representatives. There is a process by which any aggrieved Applicant can appeal the reasonableness of the professional charges associated with a particular application. Applicants are encouraged to review N.J.S.A. 40:55D-53.1a for any additional information
7. In accordance with NJ Law, depending upon the complexity of a particular development project, and/or the need for certain/ additional professional services to be rendered, if the Applicant's escrow account is depleted, or nearly depleted and additional professional work remains to be completed, the Applicant may be required to supplement the initial escrow amount. Any request to supplement the escrow amount shall be memorialized in a written statement from the designated Borough Official.
8. Upon satisfactory conclusion of the development process, and confirmation that no additional professional services are required/ necessary, upon written request, any remaining/unused escrow shall be returned to the Applicant.

## ORDINANCE

### **AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY FROM MANVAN, LLC TO INCREASE THE RIGHT-OF-WAY AND ROAD WIDTH OF FOGGIA WAY**

**WHEREAS**, the Oceanport Planning Board granted Minor Subdivision Approval to Manvan, LLC (the "Applicant") on October 11, 2022 and memorialized that approval by Resolution dated October 25, 2022 for the property designated as Block 65, Lots 40 and 41, commonly known as 190-192 Monmouth Boulevard, Oceanport, New Jersey creating two single family lots, proposed Lot 40.01 and proposed Lot 40.02 at the intersection of Foggia Way and Monmouth Blvd (the "Planning Board Approval").

**WHEREAS**, the Planning Board Approval noted that Foggia Way's right-of-way was deficient as it was only 43 feet and it therefore conditioned its approval of the minor subdivision on the donation and dedication of land by the Applicant to the Borough to increase Foggia Way's right-of-way width to 50 feet with a 24 feet wide road; and

**WHEREAS**, the Applicant's land surveyor, DPK Consulting Land Surveyors, prepared a legal description dated March 27, 2023 of the real property to be dedicated to the Borough to increase right-of-way width of Foggia Way to 50 feet with a road width of 24 feet (the "Right-of-Way Legal Description") as required by the Planning Board Approval and as attached to this Ordinance; and

**WHEREAS**, the Planning Board Engineer approved the Right of Way Legal Description of the land to be dedicated to the Borough to increase Foggia Way's right-of-way to 50 feet with a 24 feet road width; and

**WHEREAS**, the Borough Council believes it is in the best interest of the Borough to accept the donation of the real property from the Applicant to increase the Foggia Way right-of-way for public safety purposes.

**NOW, THEREFORE, BE IT ORDAINED** by the Borough Council of the Borough of Oceanport, County of Monmouth and State of New Jersey that the Borough of Oceanport is hereby authorized to accept the donation of the real property identified in the Right-of Way Legal Description from Manvan, LLC for the purpose of increasing Foggia Way's right-of-way to 50 feet with a 24 feet roadway as identified in the Planning Board Approval.

**BE IT FURTHER RESOLVED** the Mayor, Borough Engineer and Borough Attorney are hereby directed to take all necessary action for the Borough to accept the real property identified in the Right-of-Way Legal Description.

#### **APPROVED ON FIRST READING**

DATED: April 18, 2024

JEANNE SMITH  
Clerk of the Borough of Oceanport

#### **ADOPTED ON SECOND READING**

DATED: May 16, 2024

JEANNE SMITH  
Clerk of the Borough of Oceanport

**APPROVAL BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.**

THOMAS J. TVRDIK  
Mayor



Date: March 25, 2023  
Job No. 21-9414

Description of a Right of Way Dedication to the Borough of Oceanport across a portion of Tax Lot 40 Block 65 in the Borough of Oceanport, County of Monmouth, and State of New Jersey.

**BEGINNING** at a point on the easterly sideline of Foggia Way (F.K.A. Maple Place) (43' Wide R.O.W. per Tax Map) where the same is intersected by the with the dividing line between Tax Lots 40 and 43, Block 65, as shown on a map entitled "Minor Subdivision Plan, 190 & 192 Monmouth Boulevard, Block 65, Lot 40 & 41, Borough of Oceanport, Monmouth County, New Jersey", dated June 14, 2022, Last Revised January 12, 2023, prepared by Shore Point Engineering about to be filed in the office of the Monmouth County Clerk's Office; and runs thence

1. Along the easterly sideline of Foggia Way, North 12 degrees 11 minutes 19 seconds West, 127.44 feet to a point; thence
2. North 77 degrees 48 minutes 41 seconds East, 4.00 feet to a point; thence
3. Along the new easterly sideline of Foggia Way, South 12 degrees 11 minutes 19 seconds East, 127.22 feet to a point; thence
4. Along the dividing line between Tax Lots 40 and 43, Block 65, South 74 degrees 38 minutes 40 seconds West, 4.01 feet to the place of **BEGINNING**.

Containing 509 square feet and 0.0117 acres of land.

This description is prepared in accordance with an exhibit entitled "Borough R.O.W. Dedication Exhibit, Tax Lot 40, Block 65, 190 & 192 Monmouth Boulevard, Borough of Oceanport, Monmouth County, New Jersey", dated March 27, 2023, prepared by DPK Consulting, LLC.

---

James J. Heiser, PLS  
NJ Professional Land Surveyor  
License # 24GS04331100

**FOGGIA WAY**  
(F.K.A. MAPLE PLACE)  
(43' WIDE R.O.W. PER TAX MAP)

(U.A.A. MAPLE PLACE)  
(43' WIDE R.O.W. PER TAX MAP)

**127.44'**

26.67'

***N77°48'41"E***  
***4.00'***

TAX LOT 40  
BLOCK 65  
N/F MANVAN LLC  
(NO DEED FOUND)

**- RIGHT OF WAY AREA TO  
BE DEDICATED TO THE  
BOROUGH OF OCEANPORT  
509 SF / 0.0117 AC.**

**M. 61.14.21N**

**S1271'19"E**

***P.O.B.***

**S74°38'40"W**  
**4.01'**

TAX LOT 43  
BLOCK 65

1. THIS EXHIBIT IS PREPARED IN ACCORDANCE WITH A MAP ENTITLED "MINOR SUBDIVISION PLAN, 190 & 192 MONMOUTH BOULEVARD, BLOCK 65, LOT 40 & 41, BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY", DATED JUNE 14, 2022, LAST REVISED JANUARY 12, 2023, PREPARED BY SHORE POINT ENGINEERING.

A horizontal number line with tick marks at -20, 0, 10, and 20. The line is divided into segments by these tick marks. The segments are colored in a repeating pattern of black and white squares. From -20 to 0, there are four black squares and four white squares. From 0 to 10, there are two black squares and two white squares. From 10 to 20, there are two black squares and two white squares.

( IN FEET )  
1 inch = 20 ft.



**DPK CONSULTING, LLC**  
200 METROPLEX DRIVE - STE. 285, EDISON, NJ 08817  
P:732-764-0100 F: 732-764-0990  
NEW JERSEY CERTIFICATE OF AUTHORIZATION NO. 24GA28042200

**James J. Heiser**  
Professional Land Surveyor  
JHEISER@DPKCONSULTING.NET

DATE \_\_\_\_\_  
N.J. Lic: 24GS04331100  
PA. Lic: SU075616  
N.Y. Lic: 050932-1  
CT. Lic: 70476  
DE. LIC: S6-0010858

|     |      |             |    |      |
|-----|------|-------------|----|------|
| 1   | -    | -           | -  | -    |
| REV | DATE | DESCRIPTION | BY | CHKD |

TAX LOT 40  
BLOCK 65

BOROUGH OF OCEANPORT

MONMOUTH COUNTY, NEW JERSEY

Scale  
**1"=20'**

Dr.  
**J.L.M.**

Chk.  
**E.A.S.**

Date  
**03/27/2023**

Job No.  
**21-9414**

In consideration of the mutual covenants between the client listed above and the undersigned, I declare that this plan is based on a field survey made under my direct supervision on the date listed above and to the best of my professional knowledge, information and belief, correctly represents the conditions found on the date of the survey, except easements, if any, below and/or above the surface of the lands and not visible. Underground utilities and/or determination of environmentally sensitive areas were not located or made by this survey. This survey is subject to conditions which an accurate title search might disclose. This plan is made to provide relevant information to the title insurer and the mortgage holder named above. This declaration is given solely to the above named parties for this transaction only and is not transferable, except as provided herein.



Drawing File:

**21-9414-EX00**

## ORDINANCE

### AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 295, ARTICLE V, ENTITLED HOUSING AND COMMERCIAL CERTIFICATES OF OCCUPANCY FOR COMPLIANCE WITH N.J.S.A.

**WHEREAS**, the Borough continues to review and bring up to date various portions of the Borough code; and

**WHEREAS**, pursuant with NJAC 5:23-2.23(a), (c), (d) and (f), a Certificate of Occupancy (CO) is only to be issued for projects of new construction, reconstruction, additions and change of use as regulated under the Universal Construction Code (UCC); and

**WHEREAS**, the Borough's Property Maintenance Code requires inspections for rentals, resales and new tenants and issues a Certificate of Continued Occupancy (CCO) upon compliance with the Borough's housing codes; and

**WHEREAS**, it has been recommended that the Borough change its terminology for these types of certificates in order to differentiate from those issued under the UCC,

**NOW, THEREFORE, BE IT ORDAINED** by the Borough Council of the Borough of Oceanport, County of Monmouth and State of New Jersey that the following sections of Chapter 295 "Property Maintenance" be amended to reflect Certificates issued under this Chapter shall be entitled "Rental / Resale / New Tenant Certificate" in order to comply with N.J.A.C. 5:23-2.23 et seq. as follows:

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

Chapter 295. Property Maintenance

Article V. Housing and Commercial **Rental / Resale / New Tenant** Certificates ~~of Occupancy~~

§ 295-18. Purpose.

This article is adopted in order to protect the health, safety and welfare of those purchasing or renting dwelling units or commercial structures within the Borough of Oceanport, County of Monmouth, State of New Jersey.

§ 295-19. Definitions.

As used in this article, the following terms shall have the meanings indicated:

#### APARTMENT UNIT

A dwelling unit which includes living space, sleeping space, storage space, a kitchen and at least one full bathroom.

#### DWELLING, SINGLE-FAMILY

A detached residential structure designed to provide living facilities, including kitchen, for one family only.

#### DWELLING UNIT

Defined as a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

#### FAMILY

One or more persons customarily living together as a single housekeeping unit whether or not related to each other by birth or marriage, as distinguished from a group occupying a boarding house, lodging house, hotel or motel.

#### HOTEL OR MOTEL UNIT

A temporary dwelling unit for transient use, having limited or no storage space and at least one full bathroom.

#### SHORT-TERM/TRANSIENT RENTAL

A rental for 90 days or less to a person having a permanent residence elsewhere.

§ 295-20. Certificate required.

- A. **A Rental / Resale / New Tenant** Certificate ~~of occupancy~~ is required for rental/resale and transfer of title for all residential and commercial units.
- B. No owner, owner of rental properties, agent of owner, real estate agent or broker, firm, company, partnership, corporation or

person or persons shall sell, rent, transfer, grant, lease, let or mortgage with right of occupancy or otherwise dispose of the ownership or occupancy thereof, whether or not for a consideration and whether such disposal of ownership or occupancy be temporary or permanent, any dwelling unit, hotel, motel, rooming unit, boardinghouse or premises on which a building is located and is used for human occupancy or commercial unit unless a ~~certificate of occupancy~~ **Rental / Resale / New Tenant Certificate** has been issued by the Housing Inspector verifying that the property is in compliance with all applicable zoning and property maintenance laws of this Borough, site plans, building permits and Tax Assessor records. The owner or agent of the residential, commercial or industrial building, or part thereof, or tenant is responsible for submitting an approved zoning permit or Planning Board approval resolution with the required application and fees in accordance with this section.

- C. A ~~certificate of occupancy~~ **Rental / Resale / New Tenant Certificate** in accordance with Subsections A and B above shall not be issued until a certificate is secured from the Fire Official, verifying that the property is in compliance with Ch. 223, Fire Prevention, requirements.
- D. Such ~~certificate of occupancy~~ **Rental / Resale / New Tenant Certificate** shall be granted or denied within 21 days from the date of the application for same. All applications are subject to review for open permits or outstanding violations, which shall be satisfactorily addressed prior to any inspection by the Housing Inspector being scheduled.
- E. For commercial units, the owner or agent of the commercial or industrial building, or part thereof, or tenant is responsible for submitting an approved zoning permit or Planning Board approval resolution with the required application and fees in accordance with this section.
- F. Whenever the Housing Inspector shall have made an inspection of any property as herein provided in connection with a proposed sale of such property and upon determining that one or more violations of this code exist, the Housing Inspector shall, upon request of the owner of such property, distinguish between those violations that may endanger the public health or safety and those which do not. All public health and safety violations shall be corrected immediately. Upon receipt of a letter signed by any prospective purchaser of such property acknowledging the existence of those violations which do not endanger the public health or safety and accepting responsibility for the corrections of such violations, the Housing Inspector may issue a conditional ~~certificate of occupancy~~ **Rental / Resale / New Tenant Certificate** enumerating the violations remaining to be corrected and specifying the time within which such violations should be corrected, which time shall be commensurate with the nature of the violations to be corrected.
- G. The owner, or their agent, shall be responsible for resolving any open permits with the construction department prior to submitting an application for a ~~certificate of occupancy~~ **Rental / Resale / New Tenant Certificate**

§ 295-21. Registration of landlord; proof of general liability insurance.  
[Amended 12-15-2022 by Ord. No. 1065]

A. The landlord of a single-unit dwelling or two-unit dwelling not owner occupied shall be registered with the Clerk of the Borough of Oceanport, pursuant to N.J.S.A. 46:8-28, and provide a copy of the registration to each individual tenant by separate forms, the name, age and rental unit address of each occupant or tenant 18 years or older occupying a rental unit, and a floor plan of the rental unit. These forms shall be filed with the Borough Clerk and shall not be available for public inspection. For multifamily dwellings, a copy of the certificate of registration filed with the New Jersey Bureau of Housing Inspection shall be filed with the Clerk of the Borough of Oceanport.

B. General liability insurance required.

- (1) Minimum limits of general liability insurance. The owner of a rental unit or units, and the owner of a multifamily home of four or fewer units, one of which is owner-occupied, shall maintain liability insurance for negligent acts and omissions in an amount of no less than \$500,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.
- (2) Proof of general liability insurance required. The owner of a rental unit or units, and the owner of a multifamily home of four or fewer units, one of which is owner-occupied, shall annually register the certificate of insurance demonstrating compliance with Subsection B(1) above with the municipality in which the rental units, or multi family home, are located.

§ 295-22. Registration forms.

A. In accordance with N.J.S.A. 46:8-28, all rental units shall be registered and licensed as provided herein.

B. Every owner shall file with the Housing Inspector or his designee a registration form or other forms developed by the Borough for each rental unit contained within a building or structure, which shall include the following information:

- (1) The name, address and telephone number of the owner or owners of the premises and the record owner or owners of the

rental business, if not the same persons, shall be provided. In the case of a partnership, the names and addresses of all general partners shall be provided, together with the telephone numbers for each individual partner, indicating where such individual may be reached both during day and evening hours, which telephone numbers shall include cell phone numbers. If the record owner is a corporation, the name and address of the registered agent and corporate officers of said corporation shall be provided, together with the telephone number for each such individual, indicating where such individual may be reached both during day and evening hours, which shall include providing the cell phone numbers of each such individual. All registration addresses shall be physical addresses; post office boxes alone are insufficient.

(2) If the address of the owner of record is not located in the County of Monmouth, the name, address and telephone number of a person who resides in the County of Monmouth who is authorized to accept notices from a tenant and to issue receipts therefor and to accept service of process on behalf of the owner of record. [Amended 12-15-2022 by Ord. No. 1065]

(3) The name, address and telephone number of the managing agent of the premises, if any.

(4) The name, address and telephone number of the superintendent, janitor, custodian or other individual employed by the owner of record or managing agent to provide regular maintenance service, if any.

(5) The name, address and telephone number and cellular telephone number of an individual representative of the owner of record or managing agent who may be reached or contacted at any time in the event of an emergency affecting the premises or any unit of dwelling space therein, including such emergencies as the failure of any essential service or system, and who has the authority to make emergency decisions concerning the building and any repair thereto or expenditure in connection therewith.

(6) As to each rental unit, a specification of the exact number of sleeping rooms contained in the rental unit and the exact number of sleeping accommodations contained in each of the sleeping rooms, identifying each sleeping room specifically by number and location within the apartment or dwelling and by the square footage thereof.

(7) As to each rental unit, the maximum number of occupants as established by the New Jersey State Housing Code.

(8) Name, address and telephone number of any and all rental agencies with the authority to lease or otherwise permit occupancy of the subject premises.

(9) Number of occupants or tenants occupying the rental unit.

(10) Whether or not the landlord has conducted a tenant screening for each new tenant and authorized adult household member.

(11) Such other information as may be prescribed by the Borough on the appropriate form or otherwise by ordinance or resolution.

#### § 295-23. Registration form amendments.

Every person required to file a registration form pursuant to this article shall file an amended registration form within 20 days of any change in the information required to be included thereon. No fee shall be required for the filing of an amendment, with the exception of a change in ownership of the premises.

#### § 295-24. Short-term/transient rentals.

A. Short-term rental property prohibited uses. Notwithstanding anything to the contrary contained in the Borough Code, it shall be unlawful for an owner, lessor, sublessor, any other person(s) or entity(ies) with possessory or use rights in a dwelling unit, their principals, partners or shareholders, or their agents, employees, representatives and other person(s) or entity(ies), acting in concert or a combination thereof, to receive or obtain actual or anticipated consideration for soliciting, or advertising, offering, and/or permitting, allowing, or failing to discontinue the use or occupancy of any dwelling unit, as defined herein, for a period of 90 days or less. Nothing in this section will prevent formation of an otherwise lawful occupancy of a dwelling unit for a rental period of more than 90 days.

B. Sublease of any rental property. Any conditions pertaining to subleasing of rental property will require a new ~~certificate of occupancy~~ Rental / Resale / New Tenant Certificate and full disclosure from the property owner.

#### § 295-25. Fees.

The Borough shall charge nonrefundable fees for a **CCO Certificate**. Payment of fees shall be made at the time the application is submitted, and prior to the Borough official making any inspection as follows:

A. Rentals/resales and transfers of ownership: \$65.

B. Commercial or industrial buildings or parts thereof: \$100.

C. Reinspection, each time: \$50.

D. Eligible expedited certificate: \$125.

E. Landlord registration with certificate of insurance: \$25.

[Added 12-15-2022 by Ord. No. 1065]

#### § 295-26. Official to issue **CCO Certificate**.

The issuing officer for Rental/Resale/New Tenant Certificates in the Borough of Oceanport shall be the Housing Inspector or his designee, if the designee has been approved by the governing body.

#### § 295-27. Access for inspection.



A. Within 10 days of the receipt of a complaint alleging a reported violation of this chapter, the Housing Inspector shall conduct an inspection as provided for below.

B. The Housing Inspector is hereby authorized to make inspections to determine the condition of rental facilities, rental units, hotels and rooming houses in order that they may promote the purposes of this chapter to safeguard the health, safety and welfare of the occupants of rental facilities, rental units, hotels and rooming houses and of the general public. For the purposes of making such inspections, the Housing Inspector is hereby authorized to enter, examine and survey rental facilities, rental units, hotels and rooming/boarding houses after giving 48 hours' notice, unless there is an emergency requiring immediate access. The owner or occupant of every rental facility, rental unit, hotels and rooming/boarding house shall give the inspecting officer free access to the rental facility, rental unit, hotel or rooming house at all reasonable times for the purpose of such inspections, examinations and surveys, including inspections of the registration forms and other forms required to be supplied to each tenant.

C. Every occupant shall give the owner of the rental facility, rental unit and rooming house access to any part of such rental facility, rental unit, hotel and rooming house after giving 48 hours' notice, unless there is an emergency requiring immediate access, for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this chapter or any lawful order issued pursuant thereto.

§ 295-28. Occupant standards.

A. Only those occupants whose names are on file with the Borough Clerk as provided in this chapter may reside in the licensed premises. It shall be unlawful for any other person to reside in said premises, and this provision may be enforced against the landlord, tenant, or other person residing in said premises.

B. No rental facility shall be conducted in a manner which shall result in any unreasonable disturbance or disruption to the surrounding properties and property owners or the public in general, such that it shall constitute a nuisance as defined in the ordinances of the Borough of Oceanport.

C. The maintenance of all rental facilities and the conduct engaged in upon the premises by occupants and their guests shall at all times be in full compliance with all applicable ordinances and regulations of the Borough of Oceanport and state and federal laws.

D. Any landlord, tenant, or other person violating the provisions of this section shall be subject to the penalty provisions of this chapter.

§ 295-29. Disclaimer of liability.

The Borough shall not be liable to any person or entity by reason of the inspections required by this article or the issuance of a housing ~~certificate of occupancy~~ **Rental / Resale / New Tenant Certificate**. The issuance of a housing ~~certificate of occupancy~~ **Rental / Resale / New Tenant Certificate** by the Borough of Oceanport is not a warranty or guarantee that there are no defects in the residential dwelling or unit. The inspection of the land use, exterior and interior of the dwelling unit is limited to the visual inspection only. The Borough does not guarantee or approve, and shall not be responsible for, defects not noted in any inspection report or for any latent, structural or mechanical defects thereto.

§ 295-30. Violations and penalties.

Any person or organization that shall violate any provision of this article shall be subject to a penalty as set forth below:

Unless another penalty is expressly provided by New Jersey statute, any person, firm or corporation in violation of this section may be subject to a penalty of \$500. A second offense of this section may be subject to a fine of \$1,000. A third offense of this section may be subject to a fine of \$2,000.

**APPROVED ON FIRST READING**

DATED:

JEANNE SMITH  
Clerk of the Borough of Oceanport

**ADOPTED ON SECOND READING**

DATED: May 16, 2024

JEANNE SMITH

Clerk of the Borough of Oceanport

**APPROVAL BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.**

**THOMAS J. TVRDIK**

**Mayor**

## ORDINANCE #1091

**AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY CREATING THE POSITION OF ASSISTANT CONSTRUCTION OFFICIAL AND SETTING FORTH AND AMENDING THE SALARY RANGES OF CERTAIN BOROUGH OFFICERS AND BOROUGH EMPLOYEES PASSED AND APPROVED MARCH 16, 1939 AND LAST REVISED AND APPROVED ON DECEMBER 14, 2023**

**WHEREAS**, pursuant to N.J.S.A. 40A:9-165, the Borough Council shall set forth the salaries, wages or compensation of the officers and employees of the Borough of Oceanport, who, by law, are entitled to salaries, wages or compensation, subject to any respective collective bargaining agreement applicable to such positions;

**WHEREAS**, the Mayor and Borough Administrator have recommended the creation of the position "Assistant Construction Official" in support of the Construction Official and the Borough Council desires to implement same; and

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Oceanport, in the County of Monmouth, State of New Jersey that the ordinance entitled "An Ordinance to Fix and Determine the Salaries of Certain Borough Officials" passed and approved on March 16, 1939, as last revised and passed on December 14, 2023 is hereby amended to provide and confirm the following official employment designations and the range of compensation of each as follows:

**NOTE:** All additions are shown in **bold underline**. All deletions are shown in **~~bold~~ ~~strikeout~~**. All other sections shall remain unchanged.

**SECTION 1. Administration & Finance**

|                              |    |         |   |                    |                       |
|------------------------------|----|---------|---|--------------------|-----------------------|
| Borough Administrator        | \$ | 70,000. | - | 125,000.           |                       |
| Deputy Borough Administrator | \$ | 30,000. | - | 50,000.            |                       |
| Deputy Borough Clerk         | \$ | 36,000. | - | <del>50,000.</del> | <b><u>70,000.</u></b> |

**SECTION 2. Statutory Employees (N.J.S.A. 40A:9-165)**

|                                                    |    |         |   |                    |                       |
|----------------------------------------------------|----|---------|---|--------------------|-----------------------|
| Chief Financial Officer/Qualified Purchasing Agent | \$ | 50,000. | - | 110,000.           |                       |
| Tax Assessor                                       | \$ | 5,000.  | - | <del>60,000.</del> | <b><u>70,000.</u></b> |
| Tax Collector                                      | \$ | 10,000. | - | 80,000.            |                       |
| Borough Clerk                                      | \$ | 50,000. | - | 110,000.           |                       |
| Part Time Borough Clerk                            | \$ | 20/hr.  | - | 60/hr.             |                       |

**SECTION 3. Department of Public Works**

|                                   |    |         |   |          |  |
|-----------------------------------|----|---------|---|----------|--|
| Superintendent                    | \$ | 10,000. | - | 110,000. |  |
| Public Works Manager              | \$ | 25,000. | - | 50,000.  |  |
| Foreman                           | \$ | 50,000. | - | 80,000.  |  |
| Assistant Foreman                 | \$ | 40,000. | - | 70,000.  |  |
| Senior Laborer                    | \$ | 40,000. | - | 70,000.  |  |
| Repair Mechanic                   | \$ | 35,000. | - | 70,000.  |  |
| Worker                            | \$ | 40,000. | - | 60,000.  |  |
| Labor 2                           | \$ | 35,000. | - | 55,000.  |  |
| Labor 1                           | \$ | 30,000. | - | 50,000.  |  |
| Street Sweeper/Sewer Jet Operator | \$ | 15.     | - | 35./hr   |  |
| Labor                             | \$ | 15.     | - | 35./hr   |  |

**SECTION 4. Municipal Court**

|                                          |                  |                       |                 |                       |                        |
|------------------------------------------|------------------|-----------------------|-----------------|-----------------------|------------------------|
| Municipal Court Judge                    | \$               | 15,000.               | -               | 25,000.               |                        |
| Court Administrator                      | \$               | 30,000.               | -               | <del>85,000.</del>    | <b><u>110,000.</u></b> |
| <b><u>Deputy Court Administrator</u></b> | <b><u>\$</u></b> | <b><u>30,000.</u></b> | <b><u>-</u></b> | <b><u>70,000.</u></b> |                        |
| Deputy Court Administrator               | \$               | 50.                   | -               | 125.                  | per call               |
| Municipal Prosecutor                     | \$               | 10,000.               | -               | 20,000.               |                        |
| Public Defender                          | \$               | 100.                  | -               | 200.                  | per defendant          |
| Court Violations Clerk                   | \$               | 18./hr                | -               | 35./hr                |                        |

**SECTION 5. Recreation & Education**

|                        |    |         |   |         |  |
|------------------------|----|---------|---|---------|--|
| Recreation Coordinator | \$ | 15,000. | - | 75,000. |  |
|------------------------|----|---------|---|---------|--|

|                               |    |        |   |          |
|-------------------------------|----|--------|---|----------|
| Field Use Coordinator         | \$ | 2,500. | - | 7,500.   |
| Action Camp Director          | \$ | 2,000. | - | 5,000.   |
| Recreation Aides & Assistants | \$ | 14.    | - | 20.00/hr |
| Library Aide                  | \$ | 14.    | - | 20.00/hr |

**SECTION 6. Planning & Development**

|                                                       |           |                       |          |                                                   |
|-------------------------------------------------------|-----------|-----------------------|----------|---------------------------------------------------|
| Planning Board Secretary                              | \$        | 10,000.               | -        | 30,000.                                           |
| Planning Board Secretary - Hourly                     | \$        | 15.                   | -        | 30./hr                                            |
| Construction Official                                 | \$        | 15,000.               | -        | <del>125,000.</del> <b>150,000.</b>               |
| <b><u>Assistant Construction Official</u></b>         | <b>\$</b> | <b><u>10,000.</u></b> | <b>-</b> | <b><u>35,000.</u></b>                             |
| Building Sub Code Official                            | \$        | 8,000.                | -        | 30,000.                                           |
| Plumbing Sub Code Official                            | \$        | 8,000.                | -        | 30,000.                                           |
| Electrical Sub Code Official                          | \$        | 8,000.                | -        | 30,000.                                           |
| Fire Sub Code Official                                | \$        | <del>4,000.</del>     | -        | <del>25,000.</del> <b><u>8,000. - 30,000.</u></b> |
| UCC Inspectors (Building, Fire, Electrical, Plumbing) | \$        | 30.                   | -        | 60./hr                                            |
| Housing Inspector                                     | \$        | 4,000.                | -        | 15,000.                                           |
| Code Enforcement Officer                              | \$        | 2,000.                | -        | 25,000.                                           |
| Control Person/T.A.C.O.                               | \$        | 8,000.                | -        | 80,000.                                           |
| Engineer                                              | \$        | 65,000.               | -        | 125,000.                                          |
| Zoning Officer                                        | \$        | 5,000.                | -        | 25,000.                                           |
| Assistant Zoning Officer                              | \$        | 5,000.                | -        | 15,000.                                           |

**SECTION 7. Board of Health**

|                  |    |        |   |                                       |
|------------------|----|--------|---|---------------------------------------|
| Registrar        | \$ | 1,000. | - | <del>2,500.</del> <b><u>3,500</u></b> |
| Deputy Registrar | \$ | 0.     | - | <del>750.</del> <b><u>1,000</u></b>   |
| Secretary        | \$ | 400.   | - | 1,000.                                |

**SECTION 8. Emergency Management**

|                                  |    |        |   |         |
|----------------------------------|----|--------|---|---------|
| Emergency Management Coordinator | \$ | 3,000. | - | 10,000. |
|----------------------------------|----|--------|---|---------|

**SECTION 9. Clerical**

|                                            |    |                    |   |                                                    |
|--------------------------------------------|----|--------------------|---|----------------------------------------------------|
| Administrative Assistant/ <del>Clerk</del> | \$ | <del>30,000.</del> | - | <del>59,000.</del> <b><u>10,000. – 65,000.</u></b> |
| Part Time Administrative Assistant         | \$ | 15.00/hr.          | - | 30.00/hr.                                          |

**SECTION 10. Police Department**

|               |    |          |   |          |
|---------------|----|----------|---|----------|
| Chief         | \$ | 110,000. | - | 175,000. |
| Captain       | \$ | 120,000. | - | 150,000. |
| Lieutenant    | \$ | 117,000. | - | 145,000. |
| Sergeants     | \$ | 114,000. | - | 140,000. |
| Detective     | \$ | Stipend  |   | 250./mo  |
| Patrol XII    | \$ | 107,000. | - | 130,000. |
| Patrol XI     | \$ | 99,000.  | - | 115,000. |
| Patrol X      | \$ | 94,000.  | - | 110,000. |
| Patrol IX     | \$ | 88,000.  | - | 130,000. |
| Patrol VIIIA  | \$ | 97,000.  | - | 115,000. |
| Patrol VIII   | \$ | 82,000.  | - | 105,000. |
| Patrol VII    | \$ | 76,000.  | - | 95,000.  |
| Patrol VI     | \$ | 70,000.  | - | 85,000.  |
| Patrol V      | \$ | 64,000.  | - | 78,000.  |
| Patrol IV     | \$ | 58,000.  | - | 70,000.  |
| Patrol III    | \$ | 50,960.  | - | 60,000.  |
| Patrol II     | \$ | 46,000.  | - | 54,000.  |
| Patrol I      | \$ | 40,000.  | - | 50,000.  |
| Records Clerk | \$ | 30,000.  | - | 65,000.  |

|                                   |    |        |   |         |
|-----------------------------------|----|--------|---|---------|
| School Crossing Guards            | \$ | 6,500. | - | 12,000. |
| School Crossing Guards Daily Rate | \$ | 48.00  | - | 54.00   |
| School Crossing Guard ½ Day Rate  | \$ | 24.00  | - | 27.00   |
| Class III Special Officer         | \$ | 25.00  | - | 45.00   |
| Class II Special Officer          | \$ | 15.    | - | 30./hr  |
| Class I Special Officer           | \$ | 15.    | - | 30./hr  |

**SECTION 11. Casual Labor**

|              |    |     |   |        |
|--------------|----|-----|---|--------|
| Casual Labor | \$ | 15. | - | 30./hr |
|--------------|----|-----|---|--------|

**SECTION 12. Fire Prevention Bureau**

|               |    |         |  |         |
|---------------|----|---------|--|---------|
| Fire Official | \$ | 20,000. |  | 35,000. |
|---------------|----|---------|--|---------|

**SECTION 13. Elected Officials**

|               |    |  |  |          |
|---------------|----|--|--|----------|
| Mayor         | \$ |  |  | 1,500.00 |
| Councilperson | \$ |  |  | 1,500.00 |

**SECTION 14.** Additional compensation by way of overtime, sick days, personal days, insurance benefits for full time employees not covered in collective bargaining agreements are fully set forth in the Personnel Handbook and amendments thereto previously adopted by the Borough Council are hereby incorporated in this Ordinance.

**SECTION 15.** This Ordinance shall supersede and replace all prior Salary Ordinances and Amendments thereto. Upon the effective date of this Ordinance, any and all prior Salary Ordinances and Amendments thereto and all salaries and compensation authorized therein shall have no further effect. The within Ordinance represents the salaries and compensation to be received by all current, existing employees and offices or those anticipated to be filled in the near future. In the event that an existing office or position is currently vacant, and a salary or compensation is not set forth in this Ordinance, this Salary Ordinance shall be amended to create a salary and/or salary range for such position or office prior to said position or office being filled.

**SECTION 16.** If any portion of this ordinance is in conflict with any portion of a collective bargaining agreement, then the collective bargaining agreement shall take precedence.

**SECTION 17.** This amending ordinance shall become effective upon due passage and publication according to law.

**APPROVED ON FIRST READING**

DATED: March 21, 2024

JEANNE SMITH

Clerk of the Borough of Oceanport

**ADOPTED ON SECOND READING**

DATED: April 18, 2024

JEANNE SMITH

Clerk of the Borough of Oceanport

**APPROVAL BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.**

THOMAS J. TVRDIK

Mayor

**ORDINANCE****AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS FOR 2024 CALENDAR YEAR (N.J.S.A. 40A:4-45.14)**

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

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

**WHEREAS**, the Borough Council of the Borough of Oceanport in the County of Monmouth finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

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

**NOW THEREFORE BE IT ORDAINED**, by the Borough Council of the Borough of Oceanport, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the Borough of Oceanport shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$\_\_\_\_\_ and that the CY 2024 municipal budget for the Borough of Oceanport be approved and adopted in accordance with this ordinance; and,

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

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

**APPROVED ON FIRST READING**

DATED: April 18, 2024

JEANNE SMITH  
Clerk of the Borough of Oceanport

**ADOPTED ON SECOND READING**

DATED: May 16, 2024

JEANNE SMITH  
Clerk of the Borough of Oceanport

**APPROVAL BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.**

THOMAS J. TVRDIK  
Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
INTRODUCTION AND APPROVAL OF THE MUNICIPAL BUDGET FOR THE YEAR 2024**

**Resolution #2024-118  
04/18/24**

**BE IT RESOLVED** that the following statements of revenues and appropriations shall constitute the municipal budget for the year 2024.

**BE IT FURTHER RESOLVED** that a summary of said budget be published in The Two River Times newspaper in the issue of May 2, 2024, and that a public hearing on the Budget will be held at a meeting of the Mayor and Council to be held in the Clement V. Sommers Municipal Building, 910 Oceanport Way, Oceanport, NJ on Thursday, May 16, 2024 which begins at 7:00 PM.

**BE IT FURTHER RESOLVED**, that the governing body does hereby approve the following as the Budget for the Year 2024.

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
CONFIRMING THE MAYOR'S APPOINTMENT OF DJANGO WIEGERS AS ASSISTANT  
CONSTRUCTION OFFICIAL**

**Resolution #2024-120**  
**04/18/24**

**WHEREAS**, Django Wiegiers served as the Acting Construction Official on a part time basis pursuant with Resolution #2023-40; and

**WHEREAS**, pursuant with Resolution #2024-109, the Borough appointed a full-time Construction Official pursuant with N.J.S.A. 52:27D-126, *et. seq.*; and

**WHEREAS**, Borough Ordinance #1091 created the position of Assistant Construction Official to aid in the transition of the new full time Construction Official and assist with the demands of the office and foreseeable increases with the pending Netflix developments on the former Fort Monmouth; and

**WHEREAS**, Mayor Tvrdik has appointed Django Wiegiers to serve as the Assistant Construction Official effective April 29, 2024 in addition to his Building and Fire Subcode Official positions; and

**WHEREAS**, the Borough Council having considered same, believes it to be in the best interest of the Borough to confirm the appointment,

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council that Mayor Tvrdik's appointment of Django Wiegiers as Assistant Construction Official is hereby confirmed and authorizes the following to be enacted:

1. Django Wiegiers shall serve as Assistant Construction Official effective April 29, 2024 at an annual salary of \$12,659.38 in accordance with the Borough's salary ordinance.
2. Django Wiegiers shall continue to serve as the Building Subcode Official at an annual salary of \$25,500 in accordance with the Borough's salary ordinance.
3. Django Wiegiers shall continue to serve as the Borough's Fire Subcode Official at an annual salary of \$25,500 effective April 29, 2024 in accordance with the Borough's salary ordinance.

**BE IT FURTHER RESOLVED**, that a copy of this resolution shall be forwarded to the Department of Community Affairs, Django Wiegiers, the Borough Administrator, the Chief Financial Officer and the Payroll Clerk.



**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION, APRIL 18, 2024**

**Resolution #2024-119  
04/18/24**

**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 **April 18, 2024**.
- 2.) The general nature of the subjects to be discussed at said closed meeting shall be related to

|                                                            |                                                                                         |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/> N.J.S.A. 10:4-12(b)(1)            | <i>Matters Required by Law to be Confidential</i>                                       |
| <input type="checkbox"/> N.J.S.A. 10:4-12(b)(2)            | <i>Matters Where the Release of Information Would Impair the Right to Receive Funds</i> |
| <input type="checkbox"/> N.J.S.A. 10:4-12(b)(3)            | <i>Matters Involving Individual Privacy</i>                                             |
| <input type="checkbox"/> N.J.S.A. 10:4-12(b)(4)            | <i>Matters Relating to Collective Bargaining Agreements</i>                             |
| <input checked="" type="checkbox"/> N.J.S.A. 10:4-12(b)(5) | <i>Matters Relating to the Purchase, Lease or Acquisition of Real Property</i>          |
|                                                            | <i>- Potential Open Space Acquisitions</i>                                              |
| <input type="checkbox"/> N.J.S.A. 10:4-12(b)(6)            | <i>Matters Relating to Public Safety and Property</i>                                   |
| <input checked="" type="checkbox"/> N.J.S.A. 10:4-12(b)(7) | <i>Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege</i>   |
|                                                            | <i>- Potential Open Space Acquisitions</i>                                              |
| <input type="checkbox"/> N.J.S.A. 10:4-12(b)(8)            | <i>Matters Relating to the Employment Relationship</i>                                  |
| <input type="checkbox"/> 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.