



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • MARCH 19, 2020

Regular Meeting

Maple Place School

7:00 PM

2 Maple Place, 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 notification on January 6, 2020 this location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.*

Please be advised that the Borough of Oceanport is under declaration of a state and local emergency due to the ongoing COVID-19 outbreak. The Borough of Oceanport's Emergency Management Coordinator has determined that the public's attendance at the March 19, 2020 public meeting of the Oceanport Borough Council would pose a risk to the health, safety and welfare of the public. The State of New Jersey has provided authority for a public entity to proceed with a remote-only meeting through the use of communication equipment that would still allow for the public's participation. To that end, the Mayor and Council have implemented a protocol whereby the public will be able to not only view this meeting, but participate remotely in it as well. The 7:00 pm, March 18, 2020 regular meeting will be televised on FIOS Channel 28 and live-streamed on the Oceanport Resident's Facebook Page.

*In order to participate in the meeting remotely, members of the public are asked to click on the link below. Once you click on the link, you will be brought to a Borough of Oceanport remote participation website. If you would like to comment during the public comment section or comment during an ordinance hearing, **you must register on the website** and type your question into the "Chat or questions" section. You will be placed on mute until it is your turn to comment or ask your question.*

CLICK HERE: <https://register.gotowebinar.com/rt/5301300116993888781>

III. Flag Salute

IV. Invocation

V. Roll Call

VI. Administrators Report

1. Fire Prevention Services

VII. Clerk's Report

1. Receipt of Mayor's Appointments to Office of Emergency Management

Receipt is acknowledged of Mayor Coffey's appointments to the Office of Emergency Management in concert with the Public Safety Committee's recommendations:

Mauro Baldanza	OEM Director	3yr Term expiring 12/31/22
Chris Baggot	1st Asst. Director	1yr Term expiring 12/31/20
Wes Sherman	2nd. Asst. Director	1yr Term expiring 12/31/20
Chief Michael Kelly	3rd Asst. Director	1yr Term expiring 12/31/20

VIII. Consent Agenda

- #2020-90 1. Resolution authorizing payment of BILL LIST 03-19-2020
- #2020-91 2. Resolution accepting the Tax Collector's Annual Report for 2019

- #2020-92 3. Resolution authorizing Tax Sale Redemption #19-00007
- #2020-93 4. Resolution appointing Acacia Financial Group as Financial Advisor for 2020
- #2020-94 5. Resolution supporting increase of funding for Shore Protection Fund
- #2020-95 6. Resolution authorizing permits for Facility Use - Spring 2020
- 7. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Dec. 9, 2019
- 8. Receipt & Acceptance of Minutes, Recreation Committee, Dec. 10, 2019
- 9. Receipt & Acceptance of PAP Captain's Report for February 2020

IX. Minutes

- 1. Workshop Minutes, February 6, 2020
- 2. Approval of Executive Session Minutes, Feb. 6, 2020
- 3. Regular Meeting Minutes, February 20, 2020
- 4. Approval of Executive Session Minutes, Feb. 20, 2020

X. Resolutions

- #2020-96 Resolution appointing an Interim Fire Official
- #2020-97 Resolution appointments to Boards & Committees, Recreation
- #2020-98 Resolution authorizing contract for Field Maintenance/Renovaton Improvements
- #2020-99 Resolution accepting donation from the Oceanport Baseball Association
- #2020-100 Resolution authorizing Change Order #9 to Benjamin Harvey Co. Contract
- #2020-101 Resolution authorizing Change Order #10 to Benjamin Harvey Co. Contract
- #2020-102 Resolution authorizing Change Order #11 to Benjamin Harvey Co. Contract
- #2020-103 Resolution authorizing Change Order #12 to Benjamin Harvey Co. Contract
- #2020-104 Resolution authorizing an emergency temporary appropriation

XI. First Reading Ordinances

Introduction of An Ordinance Limiting Use of Single Use Plastics

Introduction of An Ordinance to Amend Chapter 223 designating Eatontown as the local enforcement agency

XII. Second Reading Ordinances

#1021 2nd Reading and PUBLIC HEARING of An Ordinance for Hazardous Substance Cleanups

XIII. Committee Reports

- 1. Councilman Deerin, Parks and Recreation
- 2. Councilman Gallo, Public Works and Engineering
- 3. Councilman Keeshen, Public Safety
- 4. Councilman O'Brien, Finance and Administration
- 5. Councilman Tvrdik, Planning and Development Liaison
- 6. Councilwoman Walker, Health and Human Services Liaison

XIV. Mayor Coffey's Report**XV. Petitions from the public**

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question into the "Chat or questions" section. You will be placed on mute until it is your turn to comment or ask your question.

CLICK HERE: <https://register.gotowebinar.com/rt/5301300116993888781>

XVI. Adjournment

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR
MARCH 19, 2020**

**Resolution #2020-90
03/19/20**

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of March 19, 2020.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list dated March 19, 2020 totaling \$757,630.62.

CERTIFICATION OF FUNDS

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



Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-90 was adopted by the Oceanport Governing Body at the Regular Meeting held March 19, 2020

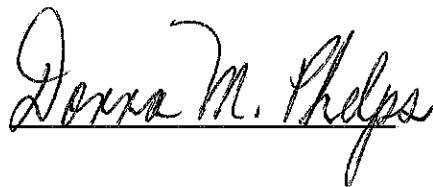
JEANNE SMITH, RMC
BOROUGH CLERK

**BOROUGH OF OCEANPORT
BILL LIST**

21-Mar-19

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$107,778.41 5TH PAY \$169.40 DCRP
TREASURER - STATE OF NJ	\$1,000.00
GRANT FUND	\$0.00
CAPITAL TRUST TOTAL	\$0.00
DOG REGISTRY TOTAL	\$0.00
OPEN SPACE TRUST TOTAL	\$3,750.00
SUI	
UCC TRUST	\$138.10
TRUST OTHER TOTAL	\$800.00
ESCROW TRUST TOTAL	\$7,036.50
2019 VOUCHERS PAID THIS MEETING	\$14,830.47
2020 VOUCHERS PAID THIS MEETING	\$622,127.74
TOTAL	\$757,630.62

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



List of Bills - (All Funds)

8.1.a

Vendor	Description	Payment	Check Total
Current Fund			
1009 - ADP, INC	PO 5412 FEB 2020 PAYROLL SERVICES FOR 2019/Q4	125.00	
	PO 5458 DEC 2019 & PAYROLL SERVICES FOR JAN/FEB/	462.65	587.65
1017 - AMERICAN WEAR, INC	PO 5403 UNIFORMS FEB 2020	268.00	268.00
1116 - ASBURY PARK PRESS	PO 5434 Legal Notices - Fair Share Housing Litig	215.80	215.80
1023 - ATLANTIC PRINTING&GRAPHICS LLC	PO 5494 MAR/APR 2020 BULLETIN	995.00	995.00
1034 - BORO PRINTING, INC	PO 5282 LANDSCAPER DECALS	225.00	
	PO 5401 Information Cards to Help Educate Speede	65.00	290.00
1039 - BOYNTON & BOYNTON- AGENCY BILL	PO 5478 FIRE INSUR - ACCIDENT & SICKNESS 4/2020-	2,073.00	2,073.00
1042 - C&S ELECTRICAL CONTRACTOR, INC	PO 5394 REPAIR THE LIGHTS ON THE LAMP POST	716.50	
	PO 5370 REPAIR FOR TIMER	228.75	945.25
1516 - CANON FINANCIAL SERVICES, INC	PO 5336 COPIER MAINTENANCE FEB 2020	57.00	57.00
1044 - CAROL SMITH	PO 5430 MCAA LUNCHEON/TRAINING - 02/28/20	15.00	15.00
1054 - CITY OF LONG BRANCH	PO 5342 GASOLINE & DIESEL JAN 2020	3,755.79	3,755.79
1056 - COAST CITIES EQUIPMENT, INC	PO 5354 INSPECTION FOR 3 TRUCKS	382.50	382.50
1058 - COMCAST * DPW	PO 5493 DPW INTERNET/PHONE - 03/08-04/07/2020	254.43	254.43
1548 - CONNELL CONSULTING, LLC	PO 5432 Proactive Police supervision Seminar-Che	450.00	450.00
1069 - CRYSTAL SPRINGS	PO 5450 WATER SERVICE	10.00	10.00
1446 - DIRECT ENERGY BUSINES	PO 5420 282 BARKER & 900 MURPHY 01/18-02/18/2020	1,096.35	
	PO 5419 2 PEMBERTON AVE 01/17-02/14/2020	313.40	
	PO 5416 433 MYRTLE 01/17-02/14/2020	298.20	
	PO 5415 21 MAIN ST - 01/17-02/14/2020	297.21	2,005.16
1099 - EUROFINS QC INC	PO 5384 WATER WATCH COMMITTEE TESTING - FEB 2020	465.00	465.00
1104 - FASTENAL INDUSTRIAL SUPPLIES	PO 4983 TAMPER - COMPACTOR	999.99	
	PO 5240 BOLTS FOR FORKLIFT	7.02	
	PO 5402 RAIN GEAR & LADDER	530.94	
	PO 5335 BOLTS	20.95	
	PO 5324 BOLTS	7.40	1,566.30
1109 - FMERA	PO 5476 STREET LIGHTS ROUTE 537 02/01-02/29/202	273.26	
	PO 5475 BLDG 900 ELECTRIC 02/01-02/29/2020	458.06	
	PO 5474 BLDG 901 TRAILER ELECTRIC 02/03-03/02/20	173.07	
	PO 5473 282 HILDRETH WATER & ELECTRIC 02/01-02/2	1,002.73	1,907.12
1143 - I.D.M. MEDICAL SUPPLY INC	PO 5383 OXYGEN REFILL 02/16/2020	49.49	49.49
1703 - IPVIDEO CORPORATION	PO 5237 Crisis Intervention and Verbal De-Escala	472.50	472.50
1428 - JERSEY AUTO SPA CAR WASH	PO 5353 CAR WASH - 1st QUARTER 2020	450.00	450.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 5410 STREET LIGHTING JCPL #007 - 01/18-02/17/	4,785.68	4,785.68
1499 - KEVIN E KENNEDY, ESQ	PO 5444 MEETING FILE - JAN 2020	500.00	
	PO 5443 Planning Board Legal Services	315.00	815.00
1672 - Kyle + McManus Associates LLC	PO 5341 AFFORDABLE HOUSING PLAN	2,733.50	2,733.50
1182 - LAURA McCRAE	PO 5470 MAR/APR 2020 BULLETIN	425.00	425.00
1686 - MessageWatcher, LLC	PO 5429 Email Archiving 2020	50.00	50.00
1218 - MONMOUTH COUNTY POLICE ACADEMY	PO 5229 Training for Petrillo	50.00	50.00
1241 - NAPA AUTO PARTS (#15456)	PO 5351 ANTIFREEZE	39.97	
	PO 5346 SUPPLIES	11.89	51.86
1655 - NEW JERSEY FIRE EQUIPMENT	PO 4583 HOSE REPLACEMENT	1,561.28	1,561.28
1245 - NJ AMERICAN WATER CO	PO 5408 HYDTS 01/25-02/25/2020	6,256.00	6,256.00
1251 - NJ NATURAL GAS CO	PO 5421 901 MURPHY - 01/17-02/18/2020	205.27	
	PO 5414 21 MAIN STREET - 01/16-02/14/2020	412.76	618.03
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 5426 AFFORDABLE HOUSING COUNCIL JAN 2020	2,960.00	2,960.00
1279 - PL CUSTOM BODY & EQUIPMENT INC	PO 5400 DOME LIGHT	38.50	38.50
1280 - POLICE/FIREMEN RETIREMENT SYS	PO 5456 2020 PFRS PAYMENT	415,394.00	415,394.00
1286 - PRO JANITORIAL SERVICES, LLC	PO 5424 JANITORIAL SERVICES FEB 2020	1,735.00	1,735.00
1288 - PUBLIC EMPLOYEES RETIREMENT	PO 5457 2020 PERS PAYMENT	120,673.00	120,673.00
1629 - REALTY DATA SYSTEMS, LLC	PO 5431 APPRAISAL VERIFICATION SERVICES	12,120.00	12,120.00
1308 - ROTO-ROOTER	PO 5393 SERVICE FOR LIBRARY	331.00	331.00
1314 - SEABOARD FIRE & SAFETY	PO 5333 FIRE EXTINGUISHERS - POLICE DEPT	237.00	
	PO 5332 FIRE EXTINGUISHERS - LIBRARY	80.00	317.00
1315 - SEABOARD WELDING SUPPLY, INC.	PO 5425 OXYGEN & CYLINDER - 02/29/2020	20.75	20.75
1326 - SIP'S PAINT	PO 5350 STEP LADDER	64.99	
	PO 5339 LIGHT BULB FOR POLICE STATION	19.98	
	PO 5395 KEY TAGS	8.85	

List of Bills - (All Funds)

8.1.a

Vendor	Description	Payment	Check Total
	PO 5377 FLUSH LEVER FOR PD BLDG	9.99	
	PO 5367 TOILET PAPER BRACKET	5.99	109.80
1337 - SUBURBAN DISPOSAL	PO 5460 COLLECTION FEES CERTIFICATION - MAR 2020	37,166.66	37,166.66
1346 - THE ARNETTE LAW FIRM LLC	PO 5423 BOROUGH ATTORNEY FEES - JAN 2020	6,936.25	6,936.25
1348 - THE HOME DEPOT	PO 5481 COLD PATCH	35.40	35.40
1349 - THE LINK NEWS, INC	PO 5054 Legal Notices	41.06	
	PO 5172 Legal Notices	17.96	
	PO 5170 Legal Notices	16.68	
	PO 5195 Legal Notices	121.89	197.59
1369 - TRIUS, INC	PO 5291 HARDWARE FOR PLOW MOUNT	101.72	101.72
1383 - V&B AUTO REPAIR LLC	PO 5312 Repairs to Units 4, 6 & Daily Inspection	2,436.40	2,436.40
1387 - VERIZON	PO 5409 OEM (732-389-9801) 02/23-03/22/2020	237.79	237.79
1388 - VERIZON WIRELESS	PO 5454 FIRST AID AIR CARDS - 02/24-03/23/2020	70.02	
	PO 5477 POLICE AIR CARDS - 02/27-03/26/2020	366.79	436.81
1389 - VERIZON WIRELESS (OEM)	PO 5465 OEM AIR CARD 03/02-04/01/2020	38.01	38.01
1398 - WORLD JEEP CHRYSLER	PO 5313 Repairs to Unit # 1	1,111.19	1,111.19
	OPEN SPACE TRUST		
1078 - DOWNES FOREST PRODUCTS LLC	PO 5404 MULCH -BLACKBERRY BAY PARK	3,750.00	3,750.00
	UCC Trust		
1559 - Verizon Wireless	PO 5464 UCC AIR CARD 03/02-04/01/2020	138.10	138.10
	OTHER TRUST		
1184 - LAW OFFICE OF ROBERT J. HOLDEN	PO 5331 PUBLIC DEFENDER - 01/22/2020 & 02/12/202	600.00	600.00
1714 - MONMOUTH PARK	PO 5491 OCEANPORT CENTENNIAL DAY DEPOSIT	200.00	200.00
	DEVELOPERS ESCROW TRUST		
1195 - MASER CONSULTING, P.A.	PO 5445 TETHERVIEW PROPERTY MGT - CATALOG #77645	82.50	
	PO 5442 NJCU FT MONMOUTH CAMPUS - CATALOG #77645	660.00	
	PO 5441 Planning Board Review - 262 ARNOLD AVE	247.50	
	PO 5440 Planning Board Review - 189 COMANCHE DR	247.50	
	PO 5438 Planning Board Review - 282 E. MAIN ST	1,815.00	
	PO 5436 Planning Board Review - OCEANPORT GARDEN	82.50	
	PO 5435 Planning Board Review - 275 PORT AU PECK	82.50	
	PO 5433 Planning Board Review - THE LOFT PARTNER	3,045.00	6,262.50
1200 - McMANIMON*SCOTLAND*BAUMANN LLC	PO 5311 KKF UNIVERSITY - OCTOBER 2019	408.50	
	PO 5310 KKF UNIVERSITY - 12/31/19	365.50	774.00

TOTAL			648,682.81

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	636,958.21
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	2,070.92			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	438.45			
01-201-20-155-200	LEGAL SERVICES OE	9,896.25			
01-201-21-180-200	PLANNING BOARD OE	862.47			
01-201-21-181-205	PLANNER SERVICES & FEES	2,733.50			
01-201-23-210-200	INSURANCE PREMIUMS OTHER	2,073.00			
01-201-25-240-200	POLICE OE	5,458.88			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	38.01			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	6,256.00			
01-201-25-260-200	FIRST AID ORGANIZATION OE	471.41			
01-201-25-265-200	FIRE DEPARTMENT OE	11.89			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	28.15			
01-201-26-300-271	REPAIRS	484.22			
01-201-26-300-273	SUPPLIES	692.70			
01-201-26-300-277	BITUMINOUS CONCRETE	35.40			
01-201-26-300-281	UNIFORM RENTAL	268.00			

8.1.a

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

01-201-26-305-200	SANITATION-TRASH REMOVAL OE	23,833.33			
01-201-26-306-200	RECYCLING OE	13,333.33			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	2,057.99			
01-201-26-310-252	REPAIRS & EQUIPMENT	1,286.24			
01-201-27-335-300	WATER WATCH COMMITTEE-OTHER	465.00			
01-201-31-430-201	ELECTRICITY	1,453.15			
01-201-31-430-203	TELEPHONE/INTERNET	492.22			
01-201-31-430-204	WATER/SEWER	180.71			
01-201-31-430-205	NATURAL GAS	2,309.79			
01-201-31-430-207	STREET LIGHTING	5,058.94			
01-201-31-430-208	GASOLINE & OIL	3,755.79			
01-201-36-471-200	P.E.R.S. OE	120,673.00			
01-201-36-475-200	P & F RETIREMENT SYSTEM OE	415,394.00			
01-201-43-490-200	MUNICIPAL COURT OE	15.00			
01-203-20-130-200	(2019) FINANCIAL ADMINISTRATION OE		149.20		
01-203-20-150-200	(2019) ASSESSMENT OF TAXES OE		12,120.00		
01-203-25-265-200	(2019) FIRE DEPARTMENT OE		1,561.28		
01-203-26-300-273	(2019) SUPPLIES		999.99		

TOTALS FOR	Current Fund	622,127.74	14,830.47	0.00	636,958.21
=====					
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	3,750.00
06-270-00-500-020	RESERVE FOR OPEN SPACE			3,750.00	

TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	3,750.00	3,750.00
=====					
18-101-01-100-101	CASH UCC TRUST			0.00	138.10
18-270-55-600	RESERVE FOR UCC TRUST			138.10	

TOTALS FOR	UCC Trust	0.00	0.00	138.10	138.10
=====					
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	800.00
60-270-55-600-136	RES FOR CENTENNIAL CELEBRATION			200.00	
60-270-55-600-175	RESERVE FOR PUBLIC DEFENDER			600.00	

TOTALS FOR	OTHER TRUST	0.00	0.00	800.00	800.00
=====					
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	7,036.50
61-270-55-600-205	RES.FOR DEV.ESCROW			7,036.50	

TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	7,036.50	7,036.50
=====					

Total to be paid from Fund 01 Current Fund	636,958.21
Total to be paid from Fund 06 OPEN SPACE TRUST	3,750.00
Total to be paid from Fund 18 UCC Trust	138.10
Total to be paid from Fund 60 OTHER TRUST	800.00
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	7,036.50
=====	
	648,682.81

8.1.a

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

From 03/01/2020 to 03/31/2020 With a Line Amount > 10000

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
3/04/2020	5431			01-203-20-150-207	DATA COLLECTION & VERIFICATION REALTY DATA SYSTEMS, LLC	12,120.00	12,120.00	01-101-01-000-011
3/12/2020	5456			01-201-36-475-201	POLICE & FIREMEN'S RETIREMENT SYSTEM POLICE/FIREMEN RETIREMENT SYS	415,394.00	415,394.00	01-101-01-000-011
3/12/2020	5457			01-201-36-471-202	PUBLIC EMPLOYEE'S RETIREMENT SYSTEM PUBLIC EMPLOYEES RETIREMENT	120,673.00	120,673.00	01-101-01-000-011
3/12/2020	5460			01-201-26-305-201 01-201-26-306-201	SOLID WASTE COLLECTION 1/20 RECYCLING COLLECTION SUBURBAN DISPOSAL	23,833.33 13,333.33	37,166.66	01-101-01-000-011

MARCH SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				585,353.66
01-201-26-305-201	SANITATION-TRASH REMOVAL		23,833.33		
01-201-26-306-201	OTHER EXPENSES		13,333.33		
01-201-36-471-202	PERS		120,673.00		
01-201-36-475-201	P & F RETIREMENT SYSTEM		415,394.00		
01-203-20-150-207	(2019) ASSESSMENT - Inspections	12,120.00			
MARCH TOTALS (FOR RANGE):		12,120.00	573,233.66		585,353.66
		=====	=====	=====	=====

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				585,353.66
01-201-26-305-201	SANITATION-TRASH REMOVAL		23,833.33		
01-201-26-306-201	OTHER EXPENSES		13,333.33		
01-201-36-471-202	PERS		120,673.00		
01-201-36-475-201	P & F RETIREMENT SYSTEM		415,394.00		
01-203-20-150-207	(2019) ASSESSMENT - Inspections	12,120.00			
TOTALS (FOR RANGE):		12,120.00	573,233.66		585,353.66
		=====	=====	=====	=====

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

**Resolution #2020-91
03/19/20**

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

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Oceanport that the following Collector's Annual Report of Receipts for the Year Ending December 31, 2019, be hereby acknowledged and accepted as submitted.

**TAX COLLECTION OFFICE
FOR THE YEAR ENDING DECEMBER 31, 2019**

Monmouth Alliance-In Lieu of Taxes	\$ 4,351.00
Oceanport Assoc-In Lieu of Taxes	100,280.53
Return Check Fee	200.00
Interest	68,318.02
2020 Taxes Prepaid	267,238.97
2019 Taxes	23,397,821.02
2018 Taxes	300,368.43
Duplicate Bills	
Cost of Advertising (including TWRWA)	1,229.15
Outside Liens Redeemed	43,663.90
Premium Collected from Tax Sale	67,300.00
6% Penalty	10,166.40
Due to TRWRA	2,293.94
Total	\$ 24,263,231.36

I certify that the foregoing Resolution #2020-91 was adopted
by the Oceanport Governing Body at the Regular Meeting held
March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #19-00007 FOR
BLOCK 101, LOT 6 KNOWN AS 10 BRIDGEWATERS DRIVE**

**Resolution #2020-92
03/19/20**

WHEREAS, at the Borough Tax Sale held on October 24, 2019, a lien was sold on Block 101 Lot 6 otherwise known as 10 Bridgewaters Dr; and

WHEREAS, this lien, known as Tax Sale Certificate 19-00007 was sold to Gledhill Associates LLC at an interest rate of 0% and;

WHEREAS, the previous lienholder has redeemed certificate 19-00007 in the amount of \$341.18.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$341.18 payable to Gledhill Associates LLC, 68 White St Suite 7 #204, Red Bank, NJ 07701 for the redemption of Tax Sale Certificate 19-00007.

I certify that the foregoing Resolution #2020-92 was adopted
by the Oceanport Governing Body at the Regular Meeting held
March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING ACACIA FINANCIAL GROUP, INC., AS FINANCIAL ADVISOR**

**Resolution #2020-93
03/19/20**

WHEREAS, the Borough Council, in the Borough of Oceanport, County of Monmouth, New Jersey has a need for a financial advisor specializing in public finance to assist it in matters relating to, *inter alia*, the issuance of debt; and

WHEREAS, Acacia Financial Group, Inc., Mount Laurel, New Jersey, is a nationally recognized financial advisor with experience in public finance and is able to assist the Borough in such matters; and

WHEREAS, the Borough Council has reviewed the credentials, expertise and estimated fees of Acacia Financial Group, Inc. for the services to be provided as financial advisor and is satisfied that the services will be of the highest quality at a fair and reasonable price; and

WHEREAS, the Borough is authorized to appoint Acacia Financial Group, Inc. as financial advisor without advertising for bids since the services to be provided are professional in nature and are not anticipated to exceed \$17,500.

WHEREAS, funds shall be made available for the stated purpose in the 2020 municipal budget subject to adoption of the 2020 budget.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Oceanport, County of Monmouth, State of New Jersey, as follows:

Section 1. Acacia Financial Group, Inc., Mount Laurel, New Jersey is hereby appointed as financial advisor to the Borough of Oceanport for the period through December 31, 2020.

Section 2. The Chief Financial Officer is hereby authorized and directed to execute, on behalf of the Borough, an agreement with Acacia Financial Group, Inc. for the financial services to be rendered.

Section 3. That the agreement shall be an open-ended contract pursuant to N.J.A.C. 5:34-5.2 (B) contingent upon the availability of funds in the budget year with no firm quantities being guaranteed. Funds will be certified and encumbered by individual purchase order prior to each request for service.

Section 4. All resolutions or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.

Section 5. This resolution shall take effect immediately upon adoption.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify sufficient funds are available for the stated purpose in the 2020 municipal budget subject to adoption of the 2020 budget.

Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-93 was adopted
by the Oceanport Governing Body at the Regular Meeting held
March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK



6000 Midlantic Drive
Suite 410 North
Mt. Laurel, NJ 08054

(856) 234-2266 Phone
(856) 234-6697 Fax

February 25, 2020

The Borough of Oceanport
315 E. Main Street
P.O. Box 370
Oceanport, NJ 07757

Attention: Catherine LaPorta
Chief Financial Officer

Dear Ms. LaPorta:

This letter agreement (this “Agreement”), dated as of _____ (the “Effective Date”), will confirm the understanding and agreement between Borough of Oceanport (the “Client”) and Acacia Financial Group, Inc. (“Acacia”) as follows:

1. ENGAGEMENT OF ACACIA. The Client engages Acacia to perform financial advisory services in connection with the Client’s issuance of bonds and/or notes and other general consulting services as required and directed by the Client (the “Advisory Services”). The following reflects the general services provided by Acacia in connection with the issuance of municipal securities. In certain transactions fewer or additional services may be required and Acacia will provide services as determined jointly between the Client and Acacia.

- a) Assist in the development of the plan of finance including: debt structure, method of sale, terms, timing, marketing and pricing.
- b) Prepare independent cash-flows relating to debt structures including scenario analysis as appropriate and development of final numbers.
- c) Assist in the preparation of the financing schedule, distribution list, meeting agendas, and other transaction management tasks
- d) Review the preliminary and final official statements and other documents related to the marketing and issuance of bonds.
- e) Participate in meetings and conference calls with the working group and other parties.
- f) Advise on the credit rating strategy and assist with obtaining credit ratings.
- g) In negotiated transactions: (i) analyze and advise on pricing levels based on the client’s historical pricing, results of recent comparable sales in the market, current market conditions and other factors that may impact the sale (such information to be provided in pre-pricing materials) and (ii) participate in negotiations with investment banking groups regarding pricing and final terms of the security offering on behalf of the Client.

- h) In competitive transactions: (i) assist in the overall coordination of the sale process, (ii) assist in the preparation of the notice of sale and bid specifications; (iii) conduct market outreach, (iv) apply for CUSIPs as required by MSRB G-34 and (iv) independently review the bids for conformity to bid specifications and verify the true interest cost or net interest cost.
- i) Advise on direct bank loan structures including overall management of the RFP process.
- j) Assist in the evaluation and selection of underwriters/investment bankers, legal counsel, credit facility providers, trustees, verification agents, printers, and other professional service providers, including preparation of request for qualifications (RFQs) or requests for proposals (RFPs) and the evaluation of statements of qualifications, proposals or bids submitted in response thereto (if requested).
- k) Monitor and evaluate refunding opportunities with respect to the Client's outstanding obligations.
- l) For refunding transactions, submit or assist with the submission of SLGS subscriptions, evaluate the efficiency of open market securities relative to SLGS and, if necessary or appropriate, prepare bid specifications and conduct the bid process for the purchase of open market securities.
- m) Analyze proposals presented by investment bankers and other parties related to the issuance of securities (as requested).
- n) Assist the Client, bond counsel and other transaction team members with the closing of the bonds and/or notes.
- o) Provide additional services as requested by the Client.

As a registered Municipal Advisor with the Municipal Securities Rulemaking Board ("MSRB") and the Securities Exchange Commission ("SEC"), Acacia also proposes to serve as Client's Independent Registered Municipal Advisor ("IRMA") for the purpose of complying with the Municipal Advisor Rule of the SEC approved on September 18, 2013.

The Client hereby acknowledges and agrees that the financial models and presentations used by Acacia in performing its Advisory Services hereunder have been developed by and are proprietary to Acacia and are protected under applicable copyright laws. The Client agrees that it will not reproduce or distribute all or any portion of such models or presentations without the prior written consent of Acacia.

2. FEES AND EXPENSES.

(a) Bond Transaction Fees. For financial advisory services rendered to the Client in connection with the sale of bonds, Acacia proposes to be compensated at a rate of \$0.85 per \$1,000 of par value issued, with a minimum fee of \$8,500 per bond issuance and maximum fee of \$15,000, inclusive of expenses.

(b) Note Transaction Fees. For financial advisory services rendered to the Client in connection with the sale of notes, Acacia proposes to be compensated at a flat rate of \$5,000 per note issuance, inclusive of expenses.

(c) Consulting Fees. For general consulting fees rendered to the Client not directly related to the sale of bonds or notes, the Client agrees to compensate Acacia based upon the hourly rates set forth below:

<u>Title</u>	<u>Hourly Rate</u>
Co-President/Managing Director	\$195.00/hr.
Senior Vice President	\$185.00/hr.
Vice President	\$175.00/hr.
Assistant Vice President /Associate	\$165.00/hr.
Analyst	\$150.00/hr.

Acacia will only perform financial consulting services at the express direction of the Client and will submit detailed, itemized invoices on a monthly basis.

(c) Complex Financings/Transactions. If the Client requires assistance with a financing that includes a unique and/or complex structure or requires additional services or time beyond our typical scope, Acacia and the Client will in good faith negotiate the amount of the fee payable taking into account, among other things, the size, structure and complexity of the transaction.

(d) Annual Disclosure Filing (Dissemination Agent). For services in connection with the on-going annual disclosure and the filing of certain financial information and notices in connection with the provisions of Rule 15C2-12(b)(5), Acacia proposes that compensation be an annual fee of \$750 billed at the time such services are rendered.

3. INDEMNIFICATION.

(a) The Client hereby expressly agrees to indemnify and hold harmless Acacia, its affiliates and its officers, directors, partners, limited partners, members, employees, agents, consultants and controlling persons and their respective successors and assigns (Acacia and each such person being an “Indemnified Person”), from any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Person may become subject (i) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, including documents described in or incorporated by reference, or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or (ii) arising in any manner out of or in connection with the services performed by Acacia or any other Indemnified Person or the matters that are the subject of this Agreement.

(b) The Client shall reimburse Acacia and any other Indemnified Person for all reasonable expenses (including reasonable fees and expenses of legal counsel) as incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuits, investigations, claims or other proceedings arising in any manner out of or in connection with the services or matters that are the subject of this Agreement (including, without limitation, in connection with asserting or enforcing rights under this Agreement and the indemnification obligations set forth herein); provided, however, that the Client shall not be liable to indemnify any Indemnified Person in respect of any loss, claim, damage, liability or expense to the extent that it is finally judicially determined that such loss, claim,

damage, liability or expense resulted directly from the gross negligence or willful misconduct of such Indemnified Person.

4. TERM AND TERMINATION.

(a) Term. The appointment and authorization of Acacia under this Agreement shall commence on the Effective Date and shall terminate at the earliest of (i) a date mutually agreed upon by the Client and Acacia in writing; or (ii) upon at least thirty (30) days' prior written notice of one party to the other parties specifying the date of termination (the "Term"). Notwithstanding any such termination of this Agreement, the Client shall remain responsible for any fees accrued during the Term, and the reimbursement of Acacia's expenses pursuant to Paragraph 2 of this Agreement incurred during the Term and not yet paid.

(b) Survival. The provisions of Paragraphs 3, 4, 7 and 8 of this Agreement shall survive the termination of this Agreement.

5. ACACIA'S DISCLOSURES PURSUANT TO MSRB RULE G-42

(a) Conflicts of Interest. Acacia receives compensation for municipal advisory activities to be performed that (i) is contingent upon the size of the transaction, which could create an incentive to otherwise increase the size of a transaction; or (ii) is contingent upon the closing of the transaction, which could create an incentive to otherwise close a transaction. Acacia manages this conflict by implementing written policies and procedures for supervision that ensure that Acacia adheres to its fiduciary duties to its municipal advisory clients. Acacia is not aware, after reasonable inquiry, of any other actual or potential material conflict of interest that could reasonably be anticipated to impair its ability to provide advice to or on behalf of its clients in accordance with its fiduciary duties to its clients.

(b) Legal or Disciplinary Events. Acacia does not have any legal or disciplinary events that are material to a client's evaluation of Acacia or the integrity of Acacia's management or advisory personnel, nor does Acacia have any legal or disciplinary events that are required to be disclosed on its Forms MA and MA-I, which are filed with the SEC. Copies of Acacia's most recent Forms MA and MA-I are accessible on the SEC's EDGAR system Company Search Page at <https://www.sec.gov/edgar/searchedgar/companysearch.html> by searching for either Acacia Financial Group, Inc. or Acacia's CIK number, which is 0001613001. Acacia has not made any material change or addition to the legal or disciplinary event disclosures on any Form MA or Form MA-I filed with the SEC since Acacia's initial filing of Form MA on July 25, 2014. On June 1, 2017, Acacia's principal place of business changed and a revised Form MA was filed on June 7, 2017 and MA-I filed on June 5, 2017.

6. ACACIA'S DISCLOSURES PURSUANT TO MSRB RULE G-10. Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors (such as Acacia Financial Group, Inc.) are required to provide certain written information to their municipal entity and obligated person clients which includes the following:

(a) Acacia Financial Group, Inc. is currently registered as a Municipal Advisor with the SEC and the MSRB.

(b) Within the MSRB website at www.msrb.org, municipal entity and obligated person clients of Acacia Financial Group, Inc. may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

7. DISPUTE RESOLUTION. All disputes, claims or controversies arising out of or in any way relating to this Agreement or the services rendered by Acacia (including with respect to enforcement of this Agreement) that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted before the American Arbitration Association (the “AAA”). Arbitration proceedings shall be held in New Jersey before a single arbitrator and shall be conducted in accordance with the commercial arbitration rules of the AAA unless specifically modified herein.

8. MISCELLANEOUS.

(a) Reliance on Client Information. Acacia may conclusively rely on the accuracy and completeness of the information provided to Acacia by the Client or the Client’s representatives, including current and historical information with respect to the operations, assets, liabilities, and financial condition of the Client (the “Information”), and the Client acknowledges that Acacia has not been retained to (nor will it) independently verify any of such Information.

(b) Independent Contractor Status. The legal relationship of the Client and Acacia created by this Agreement is one of independent contractors only and no employer/employee, master-servant, co or joint ventures, licensor-licensee, partnership or other such relationship is intended or shall be deemed or construed.

(c) No Liability. The Client agrees that neither Acacia nor any of its controlling persons, affiliates, partners, directors, officers, employees, agents, advisors or consultants shall have any liability to the Client or any person asserting claims on behalf of or in right of the Client for any losses, claims, damages, liabilities or expenses arising out of or relating to this Agreement or the services to be rendered by Acacia hereunder, unless and until it is finally judicially determined that such losses, claims, damages, liabilities or expenses resulted directly from the gross negligence or willful misconduct of Acacia.

(d) Successors and Assigns. The benefits of this Agreement shall inure to the respective successors and assigns of the parties hereto and of the Indemnified Persons, and the obligations and liabilities assumed in this Agreement by the parties hereto shall be binding upon their respective successors and assigns. Other than pursuant to Paragraph 3, nothing in this Agreement is intended to confer upon any other person (including stockholders, employees or creditors of the Client) any rights or remedies hereunder or by reason hereof.

(e) Blue Pencil/Waiver. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Any of the terms and conditions of this Agreement may be waived at any time and from time to time in a writing signed by the party entitled to the benefit thereof, but a waiver in one instance shall not be deemed to constitute a waiver in any other instance.

A failure to enforce any provision of this Agreement shall not operate as a waiver of this provision or of any other provision hereof.

(f) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Client and Acacia with respect to the subject matter hereof and supersedes all prior understandings or agreements between and among the parties with respect thereto, whether oral or written, express or implied. This Agreement may not be amended or modified except in a writing signed by each of the parties hereto. No party may assign this Agreement to any entity other than an affiliated or related entity without the prior written consent of the other parties.

(g) Counterparts. This Agreement may be executed in any number of counterparts, by original, facsimile or electronic signature, each of which shall be deemed to be an original and all of which together shall be deemed to be the same agreement.

(h) Governing Law. THIS AGREEMENT AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL MATTERS ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PROVISIONS THEREOF).

Contact Information:

- In the event that you need to contact us on an emergency basis, please note the following:
 - o Key Individual Contact – Jennifer G. Edwards
 - o Phone Numbers:
 - Office – 856-234-2266
 - Cell – 856-912-2790
 - o Email Addresses:
 - jedwards@acaciafin.com
 - jenedwards728@yahoo.com (back-up)
 - o Alternate Mailing Address;
 - 1620 Chester Avenue, Manchester, New Jersey 08759

[Signature page to follow]

If the foregoing correctly sets forth the understanding and agreement among Acacia and the Client, please so indicate in the space provided for that purpose below, whereupon this Agreement shall constitute a binding agreement as of the Effective Date.

Sincerely,

ACACIA FINANCIAL GROUP, INC.

By: 
Name: Kim M. Whelan
Title: Co-President

Accepted by:

BOROUGH OF OCEANPORT

By: _____
Name: Catherine LaPorta
Title: Chief Financial Officer

[signature page to engagement letter]

From: [Katie LaPorta](#)
To: [Jeanne Smith](#)
Subject: FW: Oceanport - 2020 Contract
Date: Wednesday, February 26, 2020 8:56:52 AM
Attachments: [AFG_OceanportBoro_Agreement_for_FA_Services_2_25_2020.pdf](#)

Jeanne,

Please put this in the agenda for action at the March regular meeting.

Thanks

Katie LaPorta, CMFO, QPA
Borough Of Oceanport
315 E. Main Street
Oceanport, NJ 07757
Phone - 732-222-8179
Fax - 732-222-0904

From: Jennifer Edwards <JEdwards@acaciafin.com>
Sent: Tuesday, February 25, 2020 2:16 PM
To: Katie LaPorta <KLaPorta@oceanportboro.com>
Cc: Hollie Gauntt <HGauntt@acaciafin.com>
Subject: Oceanport - 2020 Contract

Hi Katie,

Attached is Acacia's contract for the remainder of 2020. All fees are the same as the last contract.

Let me know if you have any questions.

Thank you,

Jen

Jennifer G. Edwards, Managing Director

Acacia Financial Group, Inc.
6000 Midlantic Drive
Suite 410 North
Mount Laurel, NJ 08054
Tel: 856-234-2266
Fax: 856-234-6697
Cell: 856-912-2790
jedwards@acaciafin.com

**RESOLUTION OF THE BOROUGH OF OCEANPORT
EXPRESSING SUPPORT FOR LEGISLATION INCREASING STATE FUNDING
TO THE "SHORE PROTECTION FUND" FROM \$25 MILLION TO \$50 MILLION
(A-639/S-1071)**

**Resolution #2020-94
03/19/20**

WHEREAS, the State of New Jersey maintains the Shore Protection Fund, which was established in 1992; and

WHEREAS, the Shore Protection Fund provides important funding that allows the State and Municipalities to engage in cost-share partnerships with the U.S. Army Corps of Engineers on shore protection projects including beach restoration and maintenance; and

WHEREAS, the Shore Protection Fund is funded by State Realty Transfer Fee revenues, and is currently capped at \$25 million, an amount that was last adjusted in 1999; and

WHEREAS, following the devastating effects of Superstorm Sandy, it has become evident that the current funding to the Shore Protection Fund is inadequate for allowing the State and Municipalities to fund necessary recovery projects; and

WHEREAS, pending before the Legislature are bills A-639 and S-1071, which would increase the cap on funding to the Shore Protection Fund to \$50 million; and

WHEREAS, the Borough of Oceanport believes this proposed increase to the Shore Protection Fund is essential to protecting the shoreline of every Shore Community comprising the Jersey Shore.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport in the County of Monmouth, State of New Jersey, that it hereby expresses its support for an increase in funding to the Shore Protection Fund from \$25 million to \$50 million, as provided in the bills pending before the New Jersey Legislature as A-639 and S-1071.

BE IT FURTHER RESOLVED that a certified copy of this resolution be transmitted to Governor Phil Murphy, Senate President Steve Sweeney, Assembly Speaker Craig Coughlin, Senator Declan O'Scanlon, Assemblywoman Serena DiMaso, and Assemblyman Gerry Scharfenberger.

I certify that the foregoing Resolution #2020-94 was adopted
by the Oceanport Governing Body at the Regular Meeting held
March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

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

**Resolution #2020-95
03/19/20**

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

**New Logic Marine Science Camp, Blackberry Bay Park
July 27 - 31; Aug. 24-28, 2020**

**Maple Place 8th Grade Class, Fun Fit Challenge
May 5, 2019**

LAX Kids, Blackberry Bay Park Back Field NE of Pavilion

Jersey Intensity Field Hockey Turf Tykes, Blackberry Bay Park Back Field NE of Pavilion

Spanish Soccer, Maria Gatta Community Park

New Jersey Youth Soccer Association (TFSC), Maria Gatta Community Park, Field 1

Peninsula Soccer, Maria Gatta Community Park, Fields 2, 3 and 4

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council that facility usage by the above referenced organizations is hereby granted for the dates, fields and times as reviewed and approved by the Recreation Committee.

I certify that the foregoing Resolution #2020-95 was adopted
by the Oceanport Governing Body at the Regular Meeting held
March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

From: [Joanne Hunt](#)
To: [Jeanne Smith](#)
Cc: [Kim Parent](#); [Beth Watkins](#)
Subject: Fwd: CONFLICT!!!!
Date: Thursday, March 12, 2020 3:40:28 PM

Jeanne -

Please be advised that in reviewing requests for Gatta Fields, that we will be unable to accommodate peninsula soccer in fields 1,2,3,and 4. This is due to a conflicting request by NJ Soccer Association. (OP resident team).

We recommend approving Peninsula for fields 2,3, and 4 for the dates and times requested.

Joanne G. Hunt

Begin forwarded message:

From: Oceanport Recreation <OPRec@oceanportboro.com>
Date: March 12, 2020 at 12:15:02 PM EDT
To: Kim Parent <kparent@oceanportboro.com>
Subject: Re: CONFLICT!!!!

Approve who came in first and see if the other one can shift?

Joanne G. Hunt

On Mar 12, 2020, at 11:45 AM, Kim Parent
<kparent@oceanportboro.com> wrote:

Hi Joanne. In preparing the field use calendar for the spring season, I caught a conflict is scheduling between Peninsula Soccer and NJ Youth Soccer(Councilman Keeshen's group). I have attached the first page of each application for your reference.

Please advise!

Kim Parent
 Administrative Assistant
 Borough of Oceanport
 315 E. Main Street
 Oceanport, NJ 07757
 732-222-8221

<MX-M453N_20200312_122436.pdf>

OCEANPORT ENVIRONMENTAL ADVISORY COMMITTEE

Minutes of Meeting

9 December 2019

Robert D. Broege, Chairman, called the monthly meeting of the Oceanport Environmental Advisory Committee to order at 8:00 pm on 9 December 2019, at Blackberry Bay Park Pavilion. In addition to Robert Broege, Vice Chairman Tom Cox, Joseph Foster, Rich Gruskos, Bruce Lane, Patty Cooper, and Council Liaison Mike O'Brien attended. Robert Kelly reported that he was unable to attend.

Robert Broege distributed the completed Minutes for the October meeting. The Members acknowledged receipt of the Agenda for the meeting of this date and the draft Minutes for the November meeting.

Robert Broege reported that Anthony Forlini had resigned even though he had an additional one year on his term. Several names were mentioned, and Mike O'Brien will report to Council that an appointment is necessary.

Tom Cox reported on the results of the water testing conducted on November 19. It was done after a good deal of rainfall, which was between one-half and three-quarter inches. The laboratory was able to calculate the fecal coliform count at Boulevard East, and it was 21,000. A discussion was held as to the possible sources. Richard Gruskos mentioned that it seemed to be out of line, as the down streamed numbers were much less, and he did not think it could dissipate in that period and that distance. He pointed out that all the readings were somewhat higher, but there was nothing else in this range.

Tom Cox reported the 21,000 reading to NJDEP, and they indicated they would investigate. He also reported it to the Sewerage Authority. A representative of NJDEP said that they would conduct testing and investigation after a heavy rain. Richard Gruskos noted that the downstream reading was 32 at a point that it could not have dissipated. There was a general discussion as to separate areas that might be relevant to the Boulevard East and its investigation. Richard Gruskos said that Water Watch, as requested, would be preparing and submitting a year-end report.

Joe Foster reported on various Planning Board matters. The variance application for 29 Pocano Avenue is to be heard on December 10, and he said there are no environmental issues. 416 Milton Avenue also is to be heard, as it is an undersized lot, and there can be some runoff issues. Generally, however, CAFRA will be required for construction of the home. Similarly, CAFRA will be involved at 189 Comanche Drive for a new home. Joe Foster reports that it is a double lot, but one lot is restricted. There has been engineer testing.

To the extent matters have not been heard, they will be carried. The East Main Street and 274-278 Main Street items are continuing. The Planning Board is reviewing the problems, because of the wetlands area at the back of the properties.

Joe Foster also pointed out that the applications of the Martelli Group for the East Main Street property ties into their applications for the old municipal building property. As previously reported, there had been an issue of an easement to the Reger property to the South of the property, and there had been an agreement. However, he now reports that it may be moot, because he heard that Martelli has purchased the Reger property.

Robert Broege mentioned NJ FRAMES, and the possibility of a January meeting. However, it was brought up that there is a webinar scheduled for December 17, and it has been billed as a final report. Robert Broege will contact Jack Harris on this point.

As to the application review procedure that is ongoing, Robert Broege asked Richard Gruskos specifically as to

the mandatory conceptual review process. It is involved in establishing properties for suitability by FMERA. Prospective purchasers prepare the report for review by FMERA.

As to the plastic bag ordinance, Robert Broege acknowledged the report from Mike O'Brien to the end that the proposed ordinance could not be introduced at the December 9 meeting, and, in all events, it was best to wait until the new Council Members are inducted in January. In the meantime, Robert Broege pointed out that a recent newspaper article indicates that the New Jersey Legislature is considering a statewide statute. It should be reviewed and reported on before moving forward. He noted, however, that it is listed as being effective no earlier than 2021. It may be logical to proceed in Oceanport, as the adjacent municipalities have passed ordinances.

Under New Business, it was noted that a wetlands delineation application is for property in Fort Monmouth. The application says that the property consisting of 13.5 acres more or less is on both sides of Anson Avenue. It would be helpful to have an up-to-date map. In any event, it will be an NJDEP matter for wetlands delineation.

An application for a pier, ramp, and floating dock at 433 River Street was received. Joe Foster will review the application.

Richard Gruskos had no FMERA report as there was no FMERA environmental committee meeting.

There was no one from the public present, and with no further discussion, the meeting was adjourned at 9:00 p.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Robert Broege".

Robert D. Broege, Chairman

**OCEANPORT RECREATION COMMITTEE
MEETING MINUTES
December 11, 2019**

Minutes of the regular meeting of the Oceanport Recreation Committee held on
Wednesday evening, December 11, 2019, Blackberry Bay Park Building

In attendance: Members:
 Jay Silverman
 Mike MacStudy
 Spencer Carpenter
 Joanne Hunt
 Scott Marcantanio
 Greg Lockwood
 Bill Deerin
 Therese Wollman
 Beth Watkins
 Absent: Spencer Carpenter

Open Meeting/Flag Salute

Meeting called to order by Therese Wollman at 7:30pm. Motion to open the meeting was made by Mike MacStudy and seconded by Jay Silverman.

Approval of Minutes

The November 2019 meeting minutes were reviewed. The motion to approve the meeting minutes was made by Greg Lockwood and seconded by Mike MacStudy.
 All were in favor.

Correspondence:

Joanne Hunt reported that a third letter was sent to “LaxKids” for payment from the summer field use. The Committee agreed that payment must be made in full before approving any future rentals.
 The \$1000 check was received from JCP&L for the tree lighting. Beth Watkins will send a thank you note.
 Joanne Hunt received a confirmation from Manalapan for the 2020 stage rental for Summer’s End.

Public Comments: Motion to open to the public was made by Mike MacStudy and seconded by Beth Watkins at 7:44 pm. As there was no one from the public present, in a motion made by Beth Watkins and seconded by Mike MacStudy, the meeting was closed to the public at 8:00 pm.

Recreation Coordinator Report- Joanne Hunt

Report Highlights:

Buddy Swing- INSTALLED! Joanne Hunt thanked Beth Watkins for her tireless efforts with the swing.

Tree Lighting- was held on 12/8. Approx. 80 attended. Carolers were excellent. The Committee thanked Bill Deerin for being Santa. Approx. 10 pounds of cookies were used. More candy is needed for the giveaways. All agreed that a tree at Boro Hall is needed in the future and should be part of the plan for the new building. Photo booth was a hit. Beth Watkins knows of a local vendor who can provide the service at a lower rate including staff and she suggested a coat and/or food drive for next year.

Decorating Contest- December 17, 18, 19 . We will meet at 6:30 at BBB. Joanne will send FB reminders and created a FB event. New category- historical/traditional.

Revenue:

2019 Boat Permits \$12,180.00
 2019 Field Revenue \$12,170.00

No new requests

Council Liaison Report:

Bill Deerin – Bill Deerin thanked the Committee for being a wonderful and productive Committee and stated that he is honored to work with such a great group of people who get the job done.

Mike MacStudy then thanked Bill for all of his support and everyone agreed.

Bill Deerin reviewed that priorities continue to be the track funding- Gatta walking path, driveway and parking lot are likely to be funded. More information should be coming soon on this.

Subcommittee Reports:

Subcommittee & Officer Review Panel- Spencer Carpenter-Joanne Hunt reported that the following terms would expire on 12/31/19:

Mike MacStudy

Therese Wollman

Both stated for the record that they seek reappointment.

Nominations- Mike MacStudy-

In a motion made by Mike MacStudy and seconded by Jay Silverman, Beth Watkins was nominated for the position of Recreation Committee Chair. As there were no further nominations from the floor, Mike MacStudy called for a vote on the slate. All were in favor.

In a motion made by Mike MacStudy and seconded by Therese Wollman, Scott Marcantano was nominated for the position of Recreation Committee Vice Chair. As there were no further nominations from the floor, Mike MacStudy called for a vote on the slate. All were in favor.

Elections will be held at the beginning of the January meeting.

Sonny Giordano Award- Greg Lockwood- No report.

Egg Scramble- Beth Watkins-No report

Mini Golf- Mike MacStudy- No report

Memorial Day Parade Committee- Beth Watkins – No report

Movies- Therese Wollman- Next meeting

Summer's End- Jay Silverman- No report

Halloween- Scott Marcantano- No report

Tree Lighting- Spencer Carpenter- Previously

Decorating Contest- Jay Silverman- we do have approx. 18 houses to consider that applied via email.

Grants/ Master Plan/Park Improvement – Joanne Hunt- previously discussed.

Disc Golf- Scott Marcantano –No report

Finance Report- Greg Lockwood- Greg Lockwood reviewed the 2019 numbers and recommends no change to 2020 budget.

Old Business:

Sport Foundations funding- The discussion continues on the use of foundation monies. Therese Wollman said that the parameters are wide open. Mike MacStudy stated that OP baseball would add \$10,000 to get the field work done.

Therese requested that Bill Deerin speak to Mayor Coffey and Donna Phelps to determine how we can utilize funds ASAP. Therese Wollman made a call to Tom Schiavone who reported that the funds should technically be for “sports” but at this point, the funds just need to be spent.

Mike MacStudy would like to revisit shaded benches as some are needed near new buddy swing. Evergreen Park would also benefit from new tables and additional benches.

New Business:

Beth Watkins will begin pool project after 1/1.

Field/Program use- Beth Watkins opened the discussion on how to begin recreation programs on a small scale where an outside vendor can be used without having to have a recreation or Committee member present. After a lengthy discussion, Jay Silverman suggested that we begin slowly and look at something like “snapology” and explore the possibility of a “sanctioned” club. This would be similar to the sports leagues (like lacrosse or soccer) that are covered as Boro activities. Joanne Hunt asked whether they needed to be 501c3. This discussion will be continued but the Committee feels strongly that we need to start offering programs to see if this is needed and viable.

Joanne Hunt presented the 2020 event calendar draft for review. Beth Watkins suggested that all events should be placed on the Boro website calendar immediately so that other groups, residents and organizations can reference these. A few decisions were made regarding dates- we would like to do a movie in July and August. Also- the date for disc golf must consider the Haskell and should not conflict.

Adjourn: Motion to adjourn was made by Beth Watkins and seconded by Mike MacStudy at 8:56 pm. Next meeting: January 8, 2020 7:30 PM Blackberry Bay Park Building. Refreshments- TBD

Respectfully submitted, Joanne Hunt



PORT-AU-PECK CHEMICAL HOSE COMPANY NO. 1
 Volunteer Fire Company
 433 Myrtle Avenue. Oceanport, New Jersey 07757
 Phone 732-229-9771 Fax 732-483-6199

CAPTAINS MONTHLY REPORT

FEBRUARY

	Date	Location	MA	Type of Call	Min.	# Men	Hrs.
1	30-Jan	1255 EATONTOWN BLVD		OVEN FIRE	22	7	2.57
2	31-Jan	63 SAGAMORE AVE		FIRE ALARM	37	6	3.70
3	31-Jan	274 E MAIN ST		FIRE ALARM	34	6	3.40
4	31-Jan	31 WHITEHALL CR		FIRE ALARM	41	3	2.05
5	1-Feb	55 WYCOFF RD	MA	FIRE ALARM	5	3	0.25
6	3-Feb	20 HASKEL WAY		C.O. ALARM	12	4	0.80
7	3-Feb	274 E MAIN ST		FIRE ALARM	13	4	0.87
8	3-Feb	STATION 2		DRILL	90	8	12.00
9	5-Feb	274 E MAIN ST		EMS ASSIST	59	3	2.95
10	9-Feb	13 ITHICA AVE		FIRE ALARM	20	7	2.33
11	10-Feb	274 E MAIN ST		EMS ASSIST	54	0	0.00
12	10-Feb	68 TECUMSEH AVE		ODOR OF SMOKE	27	9	4.05
13	10-Feb	STATION 2		DRILL	120	12	24.00
14	12-Feb	59 ASBURY AVE		FIRE ALARM	23	3	1.15
15	15-Feb	MONMOUTH BLVD & PAP AVE		MVA	65	7	7.58
16	15-Feb	145 SHERRIL AVE		GAS LEAK	30	6	3.00
17	16-Feb	38 ONEIDA AVE		WATER LEAK	19	5	1.58
18	17-Feb	STATION 2		RTK/BBP/HAZMAT	120	17	34.00
19	21-Feb	31 EVERGREEN LN.		MVA	55	6	5.50
20	22-Feb	STATION 2		RTK/BBP/HAZMAT	120	3	6.00
21							0.00
22							0.00
23							0.00
24							0.00
25							0.00
26							0.00
27							0.00
TOTAL CALLS			20				

Mutual Aid 1
 Structure Fire 0
 Drill 4
 Gas Leak 1
 Fire Alarm 7
 C.O. Alarm 1
 Cover Assignment 0
 Brush Fire 0
 Vehicle Fire 0
 M.V.A 2
 Smoke Condition 2
 Ice Water Rescue 0
 Wires/Transformer 0
 Other 3
 Haz Mat 0
 Meeting 0

Tot.	Men	Tot.Hrs.
966	6	117.78

Captain TOM GALLO

**BOROUGH OF OCEANPORT****MAYOR & COUNCIL****MINUTES • FEBRUARY 6, 2020****Workshop****Maple Place School****7:00 PM****2 Maple Place, Oceanport, NJ 07757**

- I. **Meeting Called to Order:** Mayor Coffey called the meeting to order at 7:01 p.m.
- II. **Statement of Compliance with Open Public Meetings Act:** *This meeting complies with the Open Public Meetings Act by notification on January 6, 2020 of this location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough website.*

Please be advised that the Borough of Oceanport's Municipal Council Meetings are video and audio recorded and may be broadcast and/or live streamed. This is a PUBLIC meeting. As a visitor attending this public meeting, your presence and attendance may be recorded. By remaining in the meeting room during the meeting, it is assumed your consent is given if your image is broadcasted or live streamed. There may be situations where, due to technical difficulties, broadcasting, live streaming or recording of a meeting may not be possible or available. The Borough shall not be responsible for and accepts no liability in the event that the recording, broadcast or live streaming of the meeting is unavailable. If you choose to speak at this public meeting, in order for the Clerk to record the minutes in a complete and thorough fashion, you must only speak at the microphone and you will be required to state your name and address for the record at the start of your comment."

- III. **Flag Salute:** Mayor Coffey led the audience and members of the Council in the flag salute
- IV. **Invocation:** Borough Chaplain Stacy Deerin gave the invocation.
- V. **Roll Call:**

Attendee Name	Title	Status	Arrived
Jay Coffey	Mayor	Present	
William Deerin	Councilman	Present	
Richard Gallo	Council President	Present	
Bryan Keeshen	Councilman	Present	
Michael O'Brien	Councilman	Present	
Thomas Tvrdik	Councilman	Present	
Meghan Walker	Councilwoman	Present	
Jeanne Smith	Borough Clerk	Present	
Donna M. Phelps	Borough Administrator	Present	
Scott Arnette	Board Attorney	Present	
Catherine D. LaPorta	Chief Financial Office	Present	

VI. RESOLUTIONS:**#2020-49** Resolution authorizing payment of BILL LIST 02-06-2020

RESULT: ADOPTED [UNANIMOUS]
MOVER: William Deerin, Councilman
SECONDER: Meghan Walker, Councilwoman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-50 Resolution authorizing an emergency temporary appropriation

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Michael O'Brien, Councilman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-51 Resolution authorizing extension of agreement with Sea Bright for Court Facilities

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Thomas Tvrdik, Councilman
SECONDER: Richard Gallo, Council President
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-52 Resolution re-appointing Django Wiegiers as Building Subcode Official

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Thomas Tvrdik, Councilman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-53 Resolution re-appointing James McCormick as Electrical Subcode Official

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Meghan Walker, Councilwoman
SECONDER: Bryan Keeshen, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-54 Resolution authorizing contract for Owner's Representative Services for New Municipal Complex

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Bryan Keeshen, Councilman
SECONDER: Thomas Tvrdik, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-55 Resolution authorizing agreement with CGP&H for Affordable Housing Adm Agent Services

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Bryan Keeshen, Councilman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-56 Resolution referring Block 110, Lots 1 & 2 (Squier Hall Parcel) to Planning Board - AIN Investigation

Discussion on Motion: Council President Gallo asked for clarification on the number of buildings. Mayor Coffey replied that it was 3 parcels: the McAfee building, land across the street from McAfee and Squier Hall. This resolution allows the developer/Oceanport and/or FMERA to use all of the tools available in the redevelopment law to maximize the use of that property. Councilwoman Walker asked if this was just a vote to refer this item for the Planning Board, which Mayor Coffey confirmed. There was additional discussion regarding a PILOT, guaranteeing the school would not be converted into residences in the future, length of the lease, continuation of PILOT payments if the university was to purchase the property, and approvals for Phases 2 & 3. Mayor Coffey provided a detailed explanation of PILOTS. Ms. Smith provided details regarding the AIN report.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Thomas Tvrdik, Councilman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-57 Resolution authorizing execution of Escrow Agreement with KKF

RESULT: ADOPTED [UNANIMOUS]
MOVER: Thomas Tvrdik, Councilman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

VII. Administrator's Report:

Ms. Phelps reported on two change orders for the Ben Harvey contract, one being a \$22,500 credit, the other a \$12,822.62 charge and requested that action be taken on these two items that night

#2020-59 Resolution authorizing Change Order #7 to Benjamin Harvey Co. Contract

RESULT: ADOPTED [UNANIMOUS]
MOVER: Richard Gallo, Council President
SECONDER: Bryan Keeshen, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-60 Resolution authorizing Change Order #8 to Benjamin Harvey Co. Contract

RESULT: ADOPTED [UNANIMOUS]
MOVER: Richard Gallo, Council President
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

Councilman Deerin asked why Benjamin Harvey Co. didn't want to work with the former contractor. Ms. Phelps explained that Benjamin Harvey Co. had requested from the beginning that they be the only contractor on site.

3. Resolution partnering with Monmouth County for DCA Challenge Grant CRS

Ms. Phelps stated that Monmouth County asked the Borough to partner with them for a grant for a software program for management of the Community Rating System. Borough Engineer, Bill White, recommending participating in the shared service program. Ms. Phelps requested the item be added to the agenda for the Regular Meeting.

4. Resolution renewing Shared Services for Dispatch with Monmouth County

Ms. Phelps stated the Borough also received the shared service agreement with the County for dispatch. The County is requesting a 2% increase for 2020, 1.5% increase for 2021 and 1% in 2022. Ms. Phelps requested the item be added to the agenda for the Regular Meeting.

5. Resolution authorizing carry over of paid leave for department heads

Ms. Phelps reported she received a request from a department head asking for carry over of paid leave. Based on her review, it appeared other department heads also had remaining time from 2019. Ms. Phelps requested the item be added to the agenda for the Regular Meeting.

Ms. Phelps also reported on renewal of the shared services agreement with Shrewsbury for use of their Courtroom, OSHA's Summary of Work Related Injuries and Illnesses, renewal of the heliport use agreement with Monmouth Park, franchise fees and the renewal of the Borough's franchise agreement with Comcast, attendance at the JIF Elected Officials Annual Risk Management Seminar, time extension from FEMA for the generator at the Police Dept., reimbursement from FEMA in conjunction with the new Municipal Complex and the FiOS hook up at the new Municipal Complex. Councilman Tvrdik added further details regarding the FiOS hook up.

VIII. Clerk's Report:

Ms. Smith reported on development at the old Borough Hall site, including request for approval of signage and approval for the name of the new street to which there were no objections. She explained the reason for the OEM Ordinance and other items for the Feb. 20, 2020 meeting, receipt of meeting minutes from various committees and the Governing Body, and resolutions regarding Affordable Housing.

February 20, 2020 Meeting Items:

1. An Ordinance for Hazardous Substance Cleanups - OEM
2. Resolution awarding Contract to Maser for Main St Phase 2 & CR11/Oceanport Ave
3. Resolution appointments to Boards & Committees, Water Watch
4. Resolution authorizing Tax Sale Redemption #19-00009
5. Resolution authorizing aerial mosquito control operations 2020
6. Resolution approving certified LOSAP lists for 2019

Committee Minutes/Department Reports:

7. Receipt & Acceptance of Minutes, Historical Committee, Dec. 12, 2019
8. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Aug. 12, 2019
9. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Sept. 9, 2019
10. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Oct. 9, 2019
11. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Nov. 11, 2019
12. Receipt & Acceptance, First Aid Captain's Year End & Monthly Reports, Jan. - Dec. 2019
13. Receipt & Acceptance of PAP Fire Captain's 2019 Year End & Monthly Reports, Sept.-Dec. 2019
14. First Aid Membership Application, Alexandra Dunn

Minutes:

15. Mayor & Council - Reorganization Meeting - Jan 1, 2020 12:00 PM
16. Mayor & Council - Workshop - Jan 16, 2020 7:00 PM
17. Mayor & Council - Regular Meeting - Jan 16, 2020 7:30 PM
18. Executive Session Minutes, Jan. 16, 2020

Affordable Housing Matters:

19. Resolution endorsing the 2019 3rd Round Housing Plan and Fair Share Plan
20. Resolution adopting a Spending Plan for Development Fees
21. Resolution of Intent to Fund Affordable Housing Obligations
22. Resolution adopting an Affirmative Marketing Plan
23. Resolution appointing a Municipal Housing Liaison

IX. Discussion Items:

1. Werah Place Terminus & Bulkhead, Councilman Tvrdik reported that the bulkhead is failing, and a resident asked if the property there could be divided between two neighbors. Council President Gallo commented that the request is to vacate a street, which the Borough has never done. He said the ramp does provide access to the waterway. His opinion was that vacating a street should not be done. Councilman Tvrdik noted there are similar water access points on Nicholson Pl. and Wardell Cir., where

the access is deeded to the property owners. He asked if anyone on neighboring streets had deeded rights to that ramp. Mayor Coffey recounted similar requests in the past and other property owners who have taken responsibility for maintenance. As majority of Council opposed the vacation of the street end, the Clerk will notify the requestor

2. Request for On-Street Parking - Crescent Place, Councilman Tvrdik described the request from Monmouth Park Corporate Center for on street parking. He, Ms. Smith, Council President Gallo, John Johnson, and Lt. Fagliarone met with Carl Gross and his representatives to review the plan. He described various parts of the proposed plan, including a safety path, removal of parking along Eatontown Blvd., installing sidewalks and crosswalks, performing a traffic study. Councilman Tvrdik provided details regarding the Monmouth Park Corporate Center's size, location, history of its tenants and the expansion of Robert Wood Johnson (RWJ) with additional jobs. If the plan is approved, it will add 122 parking spaces. Future plans are to add 515 more parking spaces.

Salvatore Alfieri, Esq. appeared on behalf of Carl and Zack Gross. Tom Muller, Engineer appeared on behalf of the owners and described the property and plans for parking, sidewalks crosswalks, and decorative lighting on Crescent Place. Council President Gallo had questions about the sidewalk, which Mr. Muller answered. Councilwoman Walker had questions about pulling into and backing out of the proposed parking, which Mr. Muller addressed. Chief Kelly expressed concerns and will have comments after reviewing the traffic study. Carl Gross appeared and addressed Chief Kelly's comments regarding the brick column, Mr. Gross would like to remove it, but wants to speak to Dennis Drazin, of Monmouth Park. Councilman Deerin asked questions about the number of cars, and Mr. Muller said based on the projected increase in employees, he would assume all would be used during normal business hours. Ms. Smith discussed establishing limited parking hours. The developer will prepare and provide a traffic study and proposed ordinance for Council's further consideration.

Councilman Tvrdik recused himself from the next two items and exited the meeting at 8:09 pm.

3. Resolution authorizing a Developer's Agreement for 282 E. Main Street Site
 4. Resolution authorizing a Developer's Agreement for the 222 Monmouth Blvd Property
- Mayor Coffey explained the necessity of this agreement being tied to the Developer's Agreement for 222 Monmouth Blvd., including an affordable housing component. Ms. Smith explained that the developer is under the conditions of a Planning Board resolution that requires that the developer have an agreement with the Borough that continues to enforce everything going forward.

Councilman Tvrdik re-entered the meeting at 8:12 pm.

X. Mayor's Report:

1. 100th Anniversary of Women's Right to Vote

Mayor Coffey advised of a request to pass a resolution commemorating the 100th anniversary of Women's Right to Vote, and asked that item be added to the agenda for the Regular Meeting.

Mayor Coffey asked if the Governing Body would like FMERA to attend all future Regular Meetings to provide updates. Council agreed it was a good idea.

Councilman Deerin made note that some recent posts on social media about recreational basketball were very negative. He gave specific details about the volunteer-run basketball, baseball, soccer and lacrosse programs. He explained how much time these volunteers donate and their dedication to keep these programs running smoothly. Councilman Deerin asked residents to consider volunteering.

XI. Petitions from the Public: Mayor Coffey opened the meeting to petitions from the public:

Tom Cox, 18 Hunters Run, appeared and spoke about the proposal to ban single use plastics. He supported the proposal. He said that manufacturers have the ability to influence State officials against the ban and believes the ban could work at a local level. Mr. Cox also stated that the comments from Councilman Deerin regarding the recreation teams should be included in the next bulletin.

Rosanne Letson, Tinton Falls, provided an update regarding the activities of the Historical Committee.

She thanked the sponsors of the centennial banners, explained some difficulties with the installation of some banners due to differences in the light pole sizes. Ms. Letson thanked the DPW for the quick installation of the banners, Erin Oakley at Fantastic Designs, all of the sponsors, and Colossus Media. Historical Committee members will be at Wolf Hill School on Feb. 13th to celebrate the 100th day of school, school liaisons are coordinating an essay contest and the art students are working on illustrations for an Oceanport Historical coloring book. The Historical Committee will participate in the Memorial Day parade and, arranging for classic cars to participate. Ms. Letson advised of dates for Oceanport Day at Monmouth Park, Centennial Social at Blu Grotto Beer Garden, and Centennial Gala. She requested that residents submit pictures for display at the Gala.

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

XII. Executive Session:

#2020-58 Resolution authorizing an Executive Session

At 8:27 PM Councilman O'Brien made a motion to enter Executive Session, which was seconded by Councilman Keeshen and received the following roll call.

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

Borough of Oceanport vs. Salnick, Keith
Asbestos & Demolition Contract - Wildheart Industries

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael O'Brien, Councilman
SECONDER:	Bryan Keeshen, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

Motion to Return to Workshop Meeting

At 8:48 pm, the Mayor & Council returned from Executive Session and the regular meeting was reopened on a motion by Councilman O'Brien and seconded by Council President Gallo and approved by Council.

XIII. Adjournment: As there was no further business, the meeting was adjourned at 8:49 PM on a motion by Council President Gallo, seconded by Councilman O'Brien and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES • FEBRUARY 20, 2020

Regular Meeting**Maple Place School****7:00 PM****2 Maple Place, Oceanport, NJ 07757**

- I. **Call to Order:** Mayor Coffey called the meeting to order at 7:02 p.m.
- II. **Statement of Compliance with Open Public Meetings Act:** Mayor Coffey stated "Adequate notice of this meeting has been provided by notice to the Asbury Park Press and The Link News on January 6, 2020, and by the posting of same on the municipal bulletin board and Borough Web Site."

Mayor Coffey further stated the following advisory: "Please be advised that the Borough of Oceanport's Municipal Council Meetings are video and audio recorded and may be broadcast and/or live streamed. This is a PUBLIC meeting. As a visitor attending this public meeting, your presence and attendance may be recorded. By remaining in the meeting room during the meeting, it is assumed your consent is given if your image is broadcasted or live streamed. There may be situations where, due to technical difficulties, broadcasting, live streaming or recording of a meeting may not be possible or available. The Borough shall not be responsible for and accepts no liability in the event that the recording, broadcast or live streaming of the meeting is unavailable. If you choose to speak at this public meeting, in order for the Clerk to record the minutes in a complete and thorough fashion, you must only speak at the microphone and you will be required to state your name and address for the record at the start of your comment."

- III. **Flag Salute:** Mayor Coffey led the audience and members of the Council in the flag salute
- IV. **Invocation:** Borough Chaplain Stacy Deerin gave the invocation.
- V. **Roll Call:**

Attendee Name	Title	Status	Arrived
Jay Coffey	Mayor	Present	
William Deerin	Councilman	Present	
Richard Gallo	Council President	Present	
Bryan Keeshen	Councilman	Present	
Michael O'Brien	Councilman	Present	
Thomas Tvrdik	Councilman	Present	
Meghan Walker	Councilwoman	Present	
Jeanne Smith	Borough Clerk	Present	
Donna M. Phelps	Borough Administrator	Present	
Scott Arnette	Board Attorney	Present	
Catherine D. LaPorta	Chief Financial Officer	Present	

- VI. **GUEST: FMERA Staff Monthly Update:** Mayor Coffey advised that this meeting update from FMERA would take place in the Executive Session.
- VII. **Administrators Report:** Ms. Phelps reported on the following items: shared services agreement for fire prevention services with Eatontown, NJAW and JCP&L applications to the BPU requesting rate increases and State representatives' response to their requests, and advised that Councilman Tvrdik will provide an update on the new Municipal Complex.
- VIII. **Clerk's Report** - None
- IX. **Consent Agenda:** Mayor Coffey stated there were 21 items on the Consent Agenda. Councilman Gallo requested that Item #2 be taken separately. Councilman Tvrdik requested that items 10 and 11 be taken

separately. Mayor Coffey asked for a motion on the remaining items of the Consent Agenda which was moved by Councilman Deerin and seconded by Council President Gallo.

- #2020-61** 1. Resolution authorizing payment of BILL LIST 02-20-2020
- #2020-63** 3. Resolution authorizing Tax Sale Redemption #19-00009
- #2020-64** 4. Resolution authorizing carry over of paid leave for department heads
- #2020-65** 5. Resolution appointments to Boards & Committees, Water Watch
- #2020-66** 6. Resolution authorizing aerial mosquito control operations 2020
- #2020-67** 7. Resolution partnering with Monmouth County for DCA Challenge Grant CRS
- #2020-68** 8. Resolution renewing Shared Services for Dispatch with Monmouth County
- #2020-69** 9. Resolution approving Special Event Permit for 2020 NJ Marathon
- #2020-72** 12. Resolution commemorating 100th Anniversary of 19th Amendment
- #2020-73** 13. Resolution authorizing letter to NJDOT for Monmouth Park heliport
- 14. Receipt & Acceptance of Minutes, Historical Committee, Dec. 12, 2019
- 15. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Aug. 12, 2019
- 16. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Sept. 9, 2019
- 17. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Oct. 9, 2019
- 18. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Nov. 11, 2019
- 19. Receipt & Acceptance of PAP Fire Capt 2019 Year End & Monthly Reports, Sept.-Dec.
- 20. Receipt & Acceptance, First Aid Captain's Year End & Monthly Reports, Jan. - Dec. 2019
- 21. Approval of First Aid Membership Application, Alexandra Dunn

RESULT: ADOPTED [UNANIMOUS]
MOVER: William Deerin, Councilman
SECONDER: Richard Gallo, Council President
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

X. Items Removed from Consent:

#2020-62 Resolution approving certified LOSAP lists for 2019

RESULT: TABLED [5 TO 0]
MOVER: Bryan Keeshen, Councilman
SECONDER: Thomas Tvrdik, Councilman
AYES: Deerin, Keeshen, O'Brien, Tvrdik, Walker
ABSTAIN: Gallo

#2020-70 Resolution authorizing a Developer's Agreement for 282 E. Main St. Site

RESULT: ADOPTED [5 TO 0]
MOVER: Richard Gallo, Council President
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Walker
ABSTAIN: Tvrdik

#2020-71 Resolution authorizing a Developer's Agreement for the 222 Monmouth Blvd Property

RESULT: **ADOPTED [5 TO 0]**
MOVER: William Deerin, Councilman
SECONDER: Richard Gallo, Council President
AYES: Deerin, Gallo, Keeshen, O'Brien, Walker
ABSTAIN: Tvrdik

XI. Minutes:

1. Mayor & Council - Workshop - Jan 16, 2020 7:00 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Meghan Walker, Councilwoman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

2. Mayor & Council - Regular Meeting - Jan 16, 2020 7:30 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Meghan Walker, Councilwoman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

3. Approval of Executive Session Minutes, Jan. 16, 2020

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Meghan Walker, Councilwoman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

XII. Resolutions:**#2020-74** Resolution awarding Contract to Maser for Main St Phase 2 & CR11/Oceanport Ave

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: William Deerin, Councilman
SECONDER: Michael O'Brien, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-75 Resolution approving an extension of Agreement for Use of Shrewsbury's Courtroom

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Thomas Tvrdik, Councilman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-76 Resolution designating authority for change orders to the Benjamin Harvey contract

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Thomas Tvrdik, Councilman
SECONDER: Richard Gallo, Council President
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-77 Resolution authorizing agreement with Eatontown for Fire Prevention Services

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Meghan Walker, Councilwoman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-78 Resolution authorizing Contract for Cleaning Services for 2020

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Richard Gallo, Council President
SECONDER: Bryan Keeshen, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-79 Resolution authorizing settlement with Wild Heart Industries

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: William Deerin, Councilman
SECONDER: Thomas Tvrdik, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-80 Resolution awarding contract for Main St Phase 2 & CR11 Intersection

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Richard Gallo, Council President
SECONDER: Bryan Keeshen, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-81 Resolution endorsing the 2019 3rd Round Housing Plan and Fair Share Plan

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Meghan Walker, Councilwoman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-82 Resolution adopting a Spending Plan for Development Fees

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Richard Gallo, Council President
SECONDER: Thomas Tvrdik, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-83 Resolution adopting an Affirmative Marketing Plan

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Meghan Walker, Councilwoman
SECONDER: Bryan Keeshen, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-84 Resolution of Intent to Fund Affordable Housing Obligations

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: William Deerin, Councilman
SECONDER: Bryan Keeshen, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#2020-85 Resolution appointing a Municipal Housing Liaison

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Richard Gallo, Council President
SECONDER: Meghan Walker, Councilwoman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

XIII. First Reading Ordinances:**#1021** Introduction of An Ordinance for Hazardous Substance Cleanups

Councilman Tvrdik called for the introduction of **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 295 "PROPERTY MAINTENANCE" TO PROVIDE FOR THE REIMBURSEMENT OF COSTS RELATED TO HAZARDOUS MATERIAL CALLS"** and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdik moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of March 19, 2020 and to advertise same in accordance with the law, which was seconded by Council President Gallo.

RESULT: **APPROVED OF FIRST READING [UNANIMOUS]** Next: 3/19/2020 7:00 PM
MOVER: Thomas Tvrdik, Councilman
SECONDER: Richard Gallo, Council President
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

XIV. Second Reading Ordinances:**#1015** Ordinance Amending Chapter 103 - Volunteer Incentives

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance to amend liquor license fees and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only. **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY AMENDING CHAPTER 103 OF THE CODE OF THE BOROUGH OF OCEANPORT, ENTITLED "VOLUNTEER INCENTIVES"** was published one time in the LINK News on January 30, 2020.

PUBLIC HEARING: Mayor Coffey opened the meeting for public comment for this ordinance. As no one from the public wished to be heard, Mayor Coffey closed the public hearing on a motion by Councilman Deerin, which was seconded by Councilman O'Brien and approved by Council.

Councilman Tvrdik made a motion to adopt the ordinance and advertise in accordance with law, which was seconded by Councilman Keeshen.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	Bryan Keeshen, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#1016 Ordinance Providing for Title 39 Traffic Regulations for Liberty Walk Development

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance to amend liquor license fees and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only. **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY MAKING PROVISION OF SUBTITLE ONE OF TITLE 39 WITH VARIOUS TRAFFIC REGULATIONS APPLICABLE TO THE LIBERTY WALK DEVELOPMENT AND REGULATING THE USE OF SAID ROADWAYS, STREETS, DRIVEWAYS AND PARKING LOTS BY MOTOR VEHICLES"** was published one time in the LINK News on January 30, 2020.

PUBLIC HEARING: Mayor Coffey opened the meeting for public comment for this ordinance. As no one from the public wished to be heard, Mayor Coffey closed the public hearing on a motion by Councilman Keeshen, which was seconded by Councilman O'Brien and approved by Council.

Councilman Tvrdik made a motion to adopt the ordinance and advertise in accordance with law, which was seconded by Councilman O'Brien.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	Michael O'Brien, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#1017 Amendment to Zoning Ordinance Replacing the VC-AH Overlay

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance to amend liquor license fees and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only. **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY TO AMEND CHAPTER 390 "ZONING", TO REPLACE THE VILLAGE COMMERCIAL AFFORDABLE HOUSING OVERLAY INCLUSIONARY DISTRICT - 1 (VC-AH)"** was published one time in the LINK News on January 30, 2020.

PUBLIC HEARING: Mayor Coffey opened the meeting for public comment for this ordinance. As no one from the public wished to be heard, Mayor Coffey closed the public hearing on a motion by Councilman Deerin, which was seconded by Councilman O'Brien and approved by Council.

Councilman Tvrdik made a motion to adopt the ordinance and advertise in accordance with law, which was seconded by Councilman Deerin

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	William Deerin, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#1018 Amendment to Zoning Ordinance Replacing the MPAR-AH Overlay

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance to amend liquor license fees and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only. **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY TO AMEND CHAPTER 390 "ZONING", TO CREATE THE MONMOUTH PARK AGE-**

RESTRICTED AFFORDABLE HOUSING OVERLAY INCLUSIONARY DISTRICT - 1(MPAR-AH)" was published one time in the LINK News on January 30, 2020.

PUBLIC HEARING: Mayor Coffey opened the meeting for public comment for this ordinance. As no one from the public wished to be heard, Mayor Coffey closed the public hearing on a motion by Councilman O'Brien, which was seconded by Councilwoman Walker and approved by Council.

Councilman Tvrdik made a motion to adopt the ordinance and advertise in accordance with law, which was seconded by Councilwoman Walker.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	Meghan Walker, Councilwoman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#1019 Ordinance Repealing and Replacing Chapter 108 "Affordable Housing"

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance to amend liquor license fees and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only. **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY REPEALING AND REPLACING CHAPTER 108 "AFFORDABLE HOUSING" AND ARTICLE XI OF CHAPTER 390 "PROVISIONS OF AFFORDABLE HOUSING" OF THE BOROUGH OF OCEANPORT TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS"** was published one time in the LINK News on January 30, 2020.

PUBLIC HEARING: Mayor Coffey opened the meeting for public comment for this ordinance. As no one from the public wished to be heard, Mayor Coffey closed the public hearing on a motion by Council President Gallo, which was seconded by Councilman Tvrdik and approved by Council.

Councilman Tvrdik made a motion to adopt the ordinance and advertise in accordance with law, which was seconded by Councilwoman Walker.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	Meghan Walker, Councilwoman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

#1020 An Ordinance Repealing and Replacing Chapter 390 Article X "Development Fees"

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance to amend liquor license fees and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only. **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY REPEALING AND REPLACING CHAPTER 390 ARTICLE X "DEVELOPMENT FEES" OF THE BOROUGH OF OCEANPORT TO PROVIDE FOR THE COLLECTION OF DEVELOPMENT FEES IN SUPPORT OF AFFORDABLE HOUSING AS PERMITTED BY THE NEW JERSEY FAIR HOUSING ACT"** was published one time in the LINK News on January 30, 2020.

PUBLIC HEARING: Mayor Coffey opened the meeting for public comment for this ordinance. As no one from the public wished to be heard, Mayor Coffey closed the public hearing on a motion by Councilman Deerin, which was seconded by Councilman O'Brien and approved by Council.

Councilman Tvrdik made a motion to adopt the ordinance and advertise in accordance with law, which was seconded by Councilwoman Walker.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	Meghan Walker, Councilwoman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

XV. Committee Reports:

1. Councilman Deerin, Parks and Recreation – Councilman Deerin stated the Recreation Committee, with assistance from the Historical Committee, is working on plans for the upcoming Memorial Day Parade and gathering participants. Baseball fields at Community Center Park and Blackberry Bay Park need renovation and repair, Mike MacStudy is getting estimates for the work. Plans are to install defibrillators using some of the Sports Association money at Community Center Park and Blackberry Bay Park.
2. Council President Gallo, Public Works and Engineering – Council President Gallo reported that Public Works continues to fill potholes, clear storm drains, repair/replace faded signs, work on Main St., and swept the entire Borough with the street sweeper. At the parks, garbage pickup; removal/ of tennis nets. Vehicle maintenance, Borough building maintenance, metal and tire pickups as requested.
3. Councilman Keeshen, Public Safety – Councilman Keeshen reported that the fire department had 15 calls last month and 5 drills, mandatory State training is underway. He met with the former OEM members, who issued several Code Blue alerts last month, OEM staff attended training. Councilman Keeshen and the Public Safety Committee asked Mr. Baldanza and his staff if they were willing to continue serving for 2020, and they agreed. Councilman Keeshen also reported that he met with the Police Dept., calls for service have increased. First Aid is seeking volunteers as a result of increased calls.
4. Councilman O'Brien, Finance and Administration – Councilman O'Brien reported that the budget process for 2020 continues to move forward. Ms. LaPorta submitted a preliminary budget to the auditor for review, and filed the annual financial statement, annual debt statement and the Uniform Construction Code statement. The Borough has issued a BAN in the amount of \$9.876 million.
5. Councilman Tvrdik, Planning and Development Liaison – Councilman Tvrdik attended the Jan. 22nd FMERA meeting, where the main topic for Oceanport was the upcoming offering of the 400 District for development. On Jan. 29th, he and Mayor Coffey attended a developer's showcase and tour for potential buyers. One developer mentioned that he was interested in an age targeted community. Developers were advised that any proposal showing more than 234 residential units would be rejected. FMERA advised it favors a transit village, but not a train station. FMERA looks for the development to include a walkway and/or jitney services to the Little Silver train station, open space along the waterfront with walking paths. He reported on questions the developers asked. The minimum bid is \$20 million. At the meeting, Mayor Coffey stressed to developers that they must keep current residents near the area in mind and the impact it will have on the existing neighborhoods. Councilman Tvrdik met with owners of Monmouth Park Corporate Center to discuss parking, sidewalks, lighting and crosswalks. The Borough Planner made a presentation at a special Planning & Zoning meeting regarding the Borough's Fair Share requirements and dedicating 5 overlay zones to fulfill obligations based on further development. Councilman Tvrdik stated there were ongoing issues at the new Municipal Complex regarding mold and core samples of roofing.
6. Councilwoman Walker, Health and Human Services Liaison – Councilwoman Walker reported on school district issues, including filling a vacancy on the Board of Education and seeking solutions for repairing the Wolf Hill School baseball field. The Shore Regional Board of Education is actively seeking a new superintendent. The Water Watch Committee conducted testing at 9 locations throughout the Borough, with no significant findings, and asked about Sustainable Jersey and status of the grant for capping storm drains. Ms. Phelps advised she spoke with the Borough Engineer, and Mr. White is reaching out to a consultant for resubmittal after the first denial. Clean Ocean Action will attend the Water Watch March meeting to discuss launching a citizen-based water quality monitoring program for the Shrewsbury River. The Environmental Committee asked if their minutes could be posted on the Borough website. Ms. Smith advised they were posted. This committee also asked about a new recycling center and possibly using

Clean Communities Grant money for recycling education. Ms. Phelps stated she could reach out to the Monmouth County Recycling Coordinator, who is willing to come to a meeting and schools. The committee also asked about shared services for access to a wood chipper/mulcher. Councilwoman Walker attended the Library Association, who sang the praises of Ms. Phelps for instituting the home bound book delivery service. The Association sponsors a scholarship for high school students and asked for assistance spreading the word. The Association is looking for volunteers, and asked what the long term solution is for the library since it will no longer be included in the new Municipal Complex. The County Board of Health is monitoring the corona virus; the risk remains low in our area. There is also a mobile, digital mammography van available on Feb 21st in Freehold.

XVI. Mayor Coffey's Report:

Mayor Coffey spoke with Anne Facendo, Superintendent, about the baseball fields, and distribution of funds from the Oceanport Sports Foundation. Mayor Coffey spoke about the 400 Area development and the new Municipal Complex. He discussed the confusion about ownership of Leonard St., transfer of ownership of The Marina, the Borough's ownership of the 400 Area, development of the McAfee Center, boundary lines between Oceanport and Eatontown. At the FMERA open house, Mayor Coffey stressed to developers that the existing neighborhood has to be part of the entire plan. Mayor Coffey also commented on the meetings with first responders and planning for future needs.

Mayor Coffey's then commented on the Public Safety Committee's meetings with fire, police, first aid and volunteers trying to analyze where the Borough is now and where it should be going; needs and wants over the next several years. One of those things was the lack of an OEM component due to the effective resignation as of December 31st by those who were serving before. Mayor Coffey stated that it was his appointment but he was not going to sit there a dictate as a "one-man show" who those positions were going to be – he depended on the Committee to go and investigate and they've come back with the conclusion that he already knew – Buzz and his crew were the best thing Oceanport had going. The Mayor offered accolades for Buzz and his staff and the Borough would be poorly served if they looked elsewhere and did not avail themselves of he and his staff. Mayor Coffey stated he was proud to make those OEM appointments at the next meeting. Mayor Coffey further commented that the resignation of the OEM staff and volunteers was "not a political stunt" – twenty people stepped down including the Chief of Police because they didn't want to be a part of it anymore as they didn't feel appreciated. Mayor Coffey continued that it was high time that the Borough recognize how much the volunteers bring to the Borough and it wasn't that they would be given everything they want like an Opra show, or an \$80,000 car but was about how the volunteers were being treated. Its not unreasonable for these volunteers to be appreciated and treated as such as they are the ones operating behind the scenes – running into places that everyone else would run away from.

XVII. Petitions from the public: Mayor Coffey opened the meeting to petitions from the public.

Tony Forlini 57 Bridgewaters Dr., president of the HOA, at Bridgewaters stated that he agreed with the Mayor's comments regarding the dissention and disrespect for the volunteer first responders. Secondly, the townhomes have a trash problem because trash is only picked up once a week. He described the problems with the current situation. Ms. Smith described her efforts to rectify the situation and suggested requesting a GPS from Roselli. Mr. Forlini doesn't believe GPS will work. Mayor Coffey and Mr. Forlini had a discussion about a dumpster for cardboard. Mayor Coffey assured Mr. Forlini that he had their attention and the Borough will address the issue of only one pick up a week.

Frank Baricelli, 67 Hiawatha Ave., expressed concerns about Resolution #2020-80, awarding the contract for Main St. Phase 2 and CR 11 Intersection. He described the redesign 40 or 45 years ago. He criticized the plan because it narrows the traffic lanes, tightens the turns, prevents right on red turns and increases congestion through the intersection. Mr. Baricelli discussed left turn lanes and traffic near the Little Silver train station, the intersection of Main St. and Broad St., Eatontown and right turn lanes. Mayor Coffey will discuss the issue with Bill White, Borough Engineer.

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

XVIII. Executive Session:

Mr. Arnette stated that three additional items were being added to the Executive Session related to Fort

Monmouth matters.

At 8:31 PM Council President Gallo made a motion to adopt the amended resolution to enter Executive Session which was seconded by Councilman Keeshen and received the following roll call.

#2020-86 Resolution authorizing an Executive Session

Litigation, Negotiations and the Attorney Client Privilege N.J.S.A. 10:4-12(b)(7) and
 Borough of Oceanport vs. Salnick, Keith
 FMERA – Stormwater Drainage Easement for Razor Avenue - *added*

Land Acquisition N.J.S.A. 10:4-12(b)(7)
 FMERA – Leonard Avenue; Boundary with Eatontown

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Richard Gallo, Councilman
SECONDER:	Meghan Walker, Councilwoman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

Motion to Return to Regular Meeting

At 9:16 pm, the Mayor & Council returned from Executive Session and the regular meeting was reopened on a motion by Councilman Deerin and seconded by Councilwoman Walker and approved by Council.

XIX. Adjournment: As there was no further business, the meeting was adjourned at 10:10 PM on a motion by Council President Gallo, seconded by Councilman Deerin and approved by Council.

Respectfully submitted,

Jeanne Smith
 BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING JEFF MYSKOWSKI INTERIM FIRE PREVENTION OFFICIAL**

**Resolution #2020-96
03/19/20**

WHEREAS, the Borough of Oceanport entered into a Shared Services Agreement with the Borough of Eatontown for Fire Prevention Services pursuant with Resolution #220-077 adopted on February 20, 2020; and

WHEREAS, the State Division of Fire Safety has advised that the Borough's ordinance needs to be updated to designate the Borough of Eatontown as Oceanport's Bureau of Fire Prevention in order for the agreement to be effective; and

WHEREAS, in the interim, the State has advised that the Borough may appoint by letter on a temporary basis Jeff Myskowski of the Borough of Eatontown as the Interim Fire Official which was made on March 9, 2020 by the Oceanport Borough Administrator; and

WHEREAS, the provisions of N.J.S.A. 52:27D-203 b. require that after the temporary period the appointment of the Fire Prevention Official shall be made by resolution of the governing body having jurisdiction of the local enforcing agency; and

WHEREAS, the Borough of Oceanport by ordinance created the Bureau of Fire Safety and is the local enforcing agency in accordance with the provisions of N.J.S.A. 52:27D-202, and N.J.S.A. 52:27D-203 and N.J.A.C. 5:71-2.1 et seq.; and

WHEREAS, the New Jersey State Division requested that the appointment of Jeff Myskowski as Interim Fire Prevention Official be confirmed by resolution of the Borough Council of the Borough of Oceanport.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the provisions of N.J.S.A. 52:27-203b and N.J.A.C. 5:71-2.1 et seq., the Mayor and Council hereby confirm and ratify the appointment by letter of Jeff Myskowski as the Interim Fire Prevention Official for the Borough of Oceanport for a term of ninety (90) days or until such time that the Borough's ordinance has been amended to reflect the agreement with the Borough of Eatontown, whichever is sooner.

BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the Mayor, Borough Administrator, Code Enforcement Officer, Oceanport Fire Chief, the Borough of Eatontown Bureau of Fire Safety and the New Jersey State Division of Fire Safety.

I certify that the foregoing Resolution #2020-96 was adopted
by the Oceanport Governing Body at the Regular Meeting held
March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK



BOROUGH OF OCEANPORT

- COUNTY OF MONMOUTH -
MUNICIPAL BUILDING
315 E. MAIN STREET • OCEANPORT, N.J. 07757
(732) 222-8221 • FAX (732) 222-0904

March 6, 2020

Mr. Jeff Myskowski
Fire Official
Borough of Eatontown
47 Broad Street
Eatontown, NJ 07724

Re: Shared Services – Oceanport and Eatontown – Fire Official

Dear Mr. Myskowski:

As per attached Oceanport Borough Resolution #2020-77, the Borough of Oceanport has entered into an Interlocal Services Agreement with the Borough of Eatontown to provide fire prevention services. As you are aware, there is documentation that needs to be provided to the NJ Division of Fire Safety in order for jurisdictional changes to become effective. However, in the interim, the Division has advised that Oceanport can appoint you, individually, as the Borough of Oceanport's Fire Official until all documentation has been received and reviewed by the Division. Please be advised that this letter will serve as your official appointment as the Borough of Oceanport's Fire Official.

Our Borough Clerk has confirmed that she is in receipt of the Shared Services Agreement which has been signed by Eatontown. Our Mayor will sign the Agreement this weekend and I will forward same to you on Monday. In addition, Oceanport will revise their Ordinance indicating that Eatontown Borough is their local enforcing agency. However, the introduction and first reading of this Ordinance will not take place until our next Council Meeting on March 19, 2020. The Borough's next scheduled Council meeting is April 2, 2020 so we will not be able to provide the amended Ordinance by the April 1st deadline. We are happy to work with you and the Division of Fire Safety to ensure that we obtain the necessary documentation to meet the Division's requirements.

Thank you for your assistance to the Borough. Please do not hesitate to contact me if I can be of any help.

Sincerely,

Donna M. Phelps
Administrator

Attachment

Cc: Marylain Kemp – NJ Division of Fire Safety
Jeanne Smith, RMC, QPA, Oceanport Borough Clerk
John Johnson, Oceanport Construction Official

RESOLUTION OF THE BOROUGH OF OCEANPORT APPOINTMENTS TO BOARDS AND COMMITTEES

Resolution #2020-97
03/19/20

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

RECREATION COMMITTEE

David Walker Unexpired Term ending 12/31/22

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

Scott Marcantonio	3yr Term expiring 12/31/21
Greg Lockwood	3yr Term expiring 12/31/21
Jay Silverman	3yr Term expiring 12/31/20
Spencer Carpenter	3yr Term expiring 12/31/20
Kristian Karlson	3yr Term expiring 12/31/20
Beth Watkins	3yr Term expiring 12/31/20
Michael MacStudy	3yr Term expiring 12/31/22
Therese Wollman	3yr Term expiring 12/31/22
Chris Macioch	3yr Term expiring 12/31/22
David Walker	3yr Term expiring 12/31/22
Kristian Karlson	Unexpired term ending 12/31/20

I certify that the foregoing Resolution #2020-97 was adopted
by the Oceanport Governing Body at the Regular Meeting held
March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A NON-FAIR AND OPEN CONTRACT FOR FIELD
MAINTENANCE/RENOVATION SERVICES BETWEEN SPORTS FIELD
SOLUTIONS AND THE BOROUGH OF OCEANPORT**

**Resolution #2020-98
03/19/20**

WHEREAS, the Borough of Oceanport desires to engage services for field maintenance/renovation improvement services by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and,

WHEREAS, the Borough has determined that the value of the services will exceed \$17,500.00.

WHEREAS, the anticipated term of this contract is the period April 1, 2020 through December 31, 2020; and

WHEREAS, Sports Field Solutions, Baptistown, NJ 08803, has completed and submitted a Business Entity Disclosure Certification and Political Contribution Disclosure Form which certifies that Sports Field Solutions has not made any reportable contributions to a political or candidate committee in the Borough of Oceanport in the previous one year, and the contract will prohibit Sports Field Solutions from making any reportable contributions through the term of the contract, and;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that:

1. Sports Field Solutions is hereby awarded a contract for field maintenance/renovation improvements to the ball fields at Blackberry Bay Park and Community Center Park for the period April 1, 2020 through December 31, 2020 for an amount not to exceed \$29,475.00 in accordance with their proposal dated February 19, 2020.
2. Sports Field Solutions is prohibited from making any contribution to a political or candidate committee during the term of this appointment.
3. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport.
4. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Political Contribution Disclosure Form be placed on file with said contract.

BE IT FURTHER RESOLVED that a summary of the above shall be published in The Link News as required by law within 10 days of its passage.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify sufficient funds are available in Recreation Trust Account #60-270-55-600-105 not to exceed \$19,475.00 and the Open Space Trust Account #06-270-00-500-020 not to exceed \$10,000 for the purposes stated herein.



Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-98 was adopted
by the Oceanport Governing Body at the Regular Meeting held
March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

From: [Katie LaPorta](#)
To: [Jeanne Smith](#)
Subject: FW: Revised Proposals
Date: Thursday, March 12, 2020 6:39:40 PM
Attachments: [Oceanport-BlackberryBayPark-CommunityCenterBallfieldsReport 2-19-2020.docx](#)

Jeanne,

Please include a resolution on the agenda awarding a non-fair and open contract for Field Maintenance/Renovation to Sports Field Solutions per the attached documentation. The total cost of the contract is \$29,475.

The project will be funded in part by donations from the Oceanport Sports Foundation (\$5,000) and the Oceanport Baseball Association (\$14,475). The balance will come from Open Space (\$10,000.)

The account numbers for certification are as follows:

Recreation Trust - \$19,475 acct #60-270-55-600-105
 Open Space - \$10,000 acct 06-270-00-500-020

I will obtain the appropriate paperwork from the vendor before the meeting on Thursday.

Thanks

Katie LaPorta, CMFO, QPA
 Borough Of Oceanport
 315 E. Main Street
 Oceanport, NJ 07757
 Phone - 732-222-8179
 Fax - 732-222-0904

From: mike macstudy <mamacstudy@yahoo.com>
Sent: Thursday, March 5, 2020 4:05 PM
To: William Deerin <wdeerin@gmail.com>; Katie LaPorta <KLaPorta@oceanportboro.com>; Donna Phelps <dphelps@oceanportboro.com>; Oceanport Mayor <mayor@oceanportboro.com>; Bill MacRae <bill.macrae@gmail.com>
Subject: Fw: Revised Proposals

Councilman Deerin,

Please let the e-mail serve as the Oceanport Baseball Associations pledge to pay up to \$14,475 to renovations of the Blackberry Baseball and Softball fields and the Community Center Baseball field per the attached proposal. The Borough will pay the remaining balance from the Open Space Fund and the

money it is receiving from the Oceanport Sports Foundation.

Hopefully this is approved tonight so I can reach out to the contractor and schedule the work.

Thanks in advance for everyone's cooperation.

Sincerely,

Mike MacStudy
Oceanport Baseball Association - President

----- Forwarded Message -----

From: mike macstudy <mmacstudy@yahoo.com>

To: William Deerin <wdeerin@gmail.com>; Oceanport Recreation <oprec@oceanportboro.com>; Beth Watkins <mdrpromo@yahoo.com>; Scott Marcantonio <scott.marcantonio@gmail.com>; Bill MacRae <bill.macrae@gmail.com>

Sent: Wednesday, February 19, 2020, 05:04:10 PM EST

Subject: Fw: Revised Proposals

Bill,

Attached is the proposal to renovate/repair the three baseball/softball fields in town. The costs are as follows: BBB 60/90 field - \$11,625, BBB softball field \$8,945 and the Community Center field \$8,905. The total cost is \$29,475. As I mentioned the Rec Committee approved me to ask Council for \$10,000 from Open Space Fund, \$10,000 from Oceanport Sports Foundation and Oceanport Baseball Association will contribute \$9,475.

Please bring this to Council on Thursday as I would love to get this done by April 1st.

Please let me know if anyone has any questions.

Mike

----- Forwarded Message -----

From: Scott Bills <scott@sportsfieldsolutionsllc.com>

To: mike macstudy <mmacstudy@yahoo.com>

Sent: Wednesday, February 19, 2020, 09:14:10 AM EST

Subject: Revised Proposals

Mike,

As requested, attached is the revised proposal for the two ballfields at Blackberry Park and the skinned field at Community Center.

Thanks

Scott Bills, CSFM

Certified Sports Field Consultant

Sports Field Solutions, LLC

908-268-8866

www.sportsfieldsolutionsllc.com



Scott Bills, CSFM
 SPORTS FIELD SOLUTIONS, LLC
 Certified Sports Field Manager
 PO Box 131, Baptistown, NJ 08803
 Cell # 908-268-8866
 Email: scott@sportsfieldsolutionsllc.com
 Website: www.sportsfieldsolutionsllc.com

February 19, 2020

Mr. Mike MacStudy
 Borough of Oceanport
 315 East Main Street
 Oceanport, NJ 07757

RE: Blackberry Bay Park and Community Center Ball Fields

Dear Mike,

As requested, I inspected the 60/90 baseball field and skinned softball field ball at Blackberry Bay Park, plus the skinned Community Center little league field.

OBSERVATIONS

Blackberry Bay Park

The 60/90 Baseball Field was originally renovated in the spring of 2012. Although the field shows wear, after 8 years of use, I was pleased with the overall condition of the infield. Even professional fields need renovating within 5 years. I recommend the following scope of work to improve the safety and playability of the field, plus make the infield easier to maintain. The biggest issue is the elevated grass lip along the entire infield radius.

1. Survey the infield to determine existing and proposed grades.
2. Check the height, distance and alignment of the bases, home plate and pitcher's mound.
3. Due to use and continuous grooming the grass along the infield radius has become raised and is uneven. The radius needs to be cut back to 90' from the center of the pitcher's mound to help reduce the elevated lip and make the radius symmetrical.
4. Reinforce the pitcher's mound by re-building the table/plateau around the rubber and landing area with DuraPitch Professional Mound Clay to make these areas more wear resistant.
5. Replace the pitching rubber which is presently bent and disfigured.
6. Reinforce the batter's boxes and catcher's box with DuraPitch Professional Mound clay to fill depressions that hold water and make these areas more wear resistant
7. Replace Home Plate which is heavily worn.
8. Replace the 'Soft Touch' base anchors. The anchors are too high, worn and 2nd base is cracked. They are presently dangerous.
9. Scarify the existing infield mix to homogenize the material, then laser grade to cut high areas and fill low areas.
10. Cut and removed accumulated infield mix, weeds, grass, and soil from base of the backstop and player bench fencing.
11. Supply and install 25 Tons of DuraEdge 'Classic' infield mix to replace the material that has been lost over the years and fill the area where the infield radius needs to be cut back.
12. Laser grade to meet proposed finished grades.
13. Supply and install 2 Tons of ProSlide Conditioner to insulate and protect the infield mix.
14. Groom and prepare for game conditions.

Labor and Equipment	\$5,800.00
Materials	
DuraEdge 'Classic' Infield Mix	\$3,125.00
DuraPitch Professional Mound Clay	800.00
ProSlide Conditioner	\$1,280.00
New 3" Official Home Plate	\$ 120.00
New 4 Way Pitching Rubber	\$ 120.00
3 New SoftTouch Base Anchors	\$ 90.00
Delivery	\$ 290.00
TOTAL COST TO RENOVATE THE 60/90 FIELD @ BLACKBERRY BAY PARK	\$11,625.00

Note: The cost to renovate the Baseball Field in 2012 was approximately \$13,000.00



Blackberry Bay Baseball Field

The two park benches just past the fence on the 1st base side of the field pose a dangerous condition as they are in the direct line of an overthrow from 3rd base and could possibly be unprotected from a line drive foul ball from a batter at home plate. There are ASTM standards regarding protecting players and spectators on baseball and softball fields. I will attach those standards to the email with this report.



The Softball Field at Blackberry Bay Park also has predictable wear. The biggest issue with this field is the elevated lip in the grass along the infield radius. This is preventing water from efficiently draining off the infield and is creating a tripping hazard. The following scope of work is recommended for this field.

1. Survey the infield to determine existing and proposed grades.
2. Check the height, distance and alignment of the bases, home plate and pitcher's mound.
3. Due to use and continuous grooming the grass along the infield radius has become raised and is uneven. The radius needs to be cut back to 65' from the center of the pitcher's mound to help reduce the elevated lip and make the radius symmetrical.
4. Reinforce the pitching area by re-building the front of the rubber and landing area with DuraPitch Professional Mound Clay to make these areas more wear resistant.
5. Replace the pitching rubber which is presently worn.
6. Reinforce the batter's boxes and catcher's box with DuraPitch Professional Mound clay to fill depressions that hold water and make these areas more wear resistant
7. Replace Home Plate which is broken and heavily worn.
8. Scarify the existing infield mix to homogenize the material, then laser grade to cut high areas and fill low areas.
9. Cut and removed accumulated infield mix, weeds, grass, and soil from base of the backstop and player bench fencing.
10. Supply and install 25 Tons of DuraEdge 'Classic' infield mix to replace the material that has been lost over the years and fill the area where the infield radius needs to be cut back.
11. Laser grade to meet proposed finished grades.
12. Supply and install 1 Ton of ProSlide Conditioner to insulate and protect the infield mix.
13. Groom and prepare for game conditions.

Estimated Cost

Labor and Equipment	\$3,900.00
Materials	
DuraEdge 'Classic' Infield Mix	\$3,125.00
DuraPitch Professional Mound Clay	\$ 800.00
ProSlide Conditioner	\$ 640.00
New 3" Official Home Plate	\$ 120.00
New 4 Way Pitching Rubber	\$ 120.00
Delivery	\$ 240.00
TOTAL COST TO RENOVATE THE SOFTBALL FIELD @ BLACKBERRY BAY PARK	\$8,945.00

Note: The cost to renovate the Softball Field in 2012 was approximately \$10,000.00.



Blackberry Bay Softball Field

Community Center Ballfield

The skinned infield at Community Center Park has much worse wear. Approximately 3-4 feet grass edge along the infield radius has been contaminated with infield mix. This has caused most of the grass to die or weaken and promoted considerable weed growth, as annual weeds such as Crabgrass love to grow in infield mix. The elevated lip is also preventing water from efficiently draining off the infield.

The batter's boxes and pitching area are heavily worn with significant depressions.

A large area between the pitcher's mound and 1st base dugout has become a swale that directs water and infield mix off the field and into the parking lot. There is at least 8-10 tons of infield mix in the parking lot and outside the field. The landscape ties bordering the parking lot should be replaced and raised so the grades can help prevent so much erosion. I am not providing a quote for that work with this proposal but can if requested.

The following scope of work is recommended for this field.

1. Survey the infield to determine existing and proposed grades.
2. Check the height, distance and alignment of the bases, home plate and pitcher's mound.
3. Cut back the grass edge along the infield radius to help reduce the elevated lip and give the infield more symmetry.
4. Reinforce the pitching area by re-building the front of the rubber and landing area with DuraPitch Professional Mound Clay to make these areas more wear resistant.
5. Reinforce the batter's boxes and catcher's box with DuraPitch Professional Mound clay to fill depressions that hold water and make these areas more wear resistant

6. Scarify the existing infield mix to homogenize the material, then laser grade to cut high areas and fill low areas.
7. Cut and removed accumulated infield mix, weeds, grass, and soil from base of the backstop and player bench fencing.
8. Supply and install 25 Tons of DuraEdge 'Classic' infield mix to replace the material that has been lost over the years and fill the area where the infield radius needs to be cut back.
9. Laser grade to meet proposed finished grades.
10. Supply and install 1 Ton of ProSlide Conditioner to insulate and protect the infield mix.
11. Groom and prepare for game conditions.

Estimated Cost

Labor and Equipment	\$4,100.00
Materials	
DuraEdge 'Classic' Infield Mix	\$3,125.00
DuraPitch Professional Mound Clay	\$ 800.00
ProSlide Conditioner	\$ 640.00
Delivery	<u>\$ 240.00</u>
TOTAL COST TO RENOVATE THE COMMUNITY CENTER BALLFIELD	\$8,905.00



Community Field

CONDITIONS

Oceanport to mark existing irrigation and make any necessary adjustments or repairs.

Oceanport to provide a location on site to dump excess materials and debris.

Oceanport shall be responsible for removal and disposal of excess materials and debris. This material will include grass, weeds, soil, and excess infield mix from the grass edges.

Oceanport to provide a location to store equipment and materials during the work.

Sports Field Solutions, LLC to provide the necessary labor and equipment such as laser level, Skid Steer Loader with Tracks, ABI Force and all necessary hand tools.

For the work to be properly completed, the fields should be out of play for at least one week prior and one week after scheduling of the work.

The fields will not be released for play until authorized by Sports Field Solutions, LLC.

The project will not be scheduled until receipt of written authorization or Purchase Order.

This proposal be valid until December 31, 2018

All information within this proposal shall remain the property of Sports Field Solutions, LLC and shall not be shared with other contractors, vendors, suppliers, engineers, architects, or consultants without consent.

CONCLUSION

Each field can be completed in 1-2 days, depending upon weather. Depending on how many fields are completed at one time, we will mobilize to finish one, two or all three fields.

Since we are not installing sod or seeding any areas, the work can be completed at any time of year. I do suggest scheduling the work when there are no games scheduled or after the fall season.

Please feel free to contact me with any questions.

Sincerely,

Scott Bills, CSFM
Certified Sports Field Consultant
Sports Field Solutions, LLC

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING ACCEPTANCE OF A GIFT FROM THE OCEANPORT
BASEBALL ASSOCIATION**

**Resolution #2020-99
03/19/20**

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

WHEREAS, the Borough Clerk has received from the Oceanport Baseball Association a donation to the Borough of Oceanport in the amount of \$14,475.00 for the renovations of the Blackberry Baseball and Softball fields and the Community Center Baseball field.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the gift of \$14,475 from the Oceanport Baseball Association is hereby accepted by the Borough of Oceanport the renovations of the Blackberry Baseball and Softball fields and the Community Center Baseball field.

BE IT FURTHER RESOLVED, that the Mayor and Council extend their appreciation and thanks to the Oceanport Baseball Association for their years of service and commitment to the children of Oceanport.

BE IT FURTHER RESOLVED, that the Borough Clerk shall provide a certified copy of this resolution to the Oceanport Baseball Association and the Oceanport Recreation Committee.

I certify that the foregoing Resolution #2020-99 was adopted
by the Oceanport Governing Body at the Regular Meeting held
March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #9 TO THE BENJAMIN R. HARVEY CO.
CONTRACT FOR THE GENERAL CONTRACT FOR THE RENOVATION OF
EXISTING BUILDINGS FOR THE BOROUGH'S NEW MUNICIPAL COMPLEX**

**Resolution #2020-100
03/19/20**

WHEREAS, pursuant with adoption of Resolution #2019-171, the Borough of Oceanport awarded a contract to Benjamin R. Harvey Co., Inc. for the General Contract of the new municipal complex improvements project for the original sum of \$6,574,000.00; and

WHEREAS, Change Order #1 authorized an increase in the total contract amount to Six Million Six Hundred Five Thousand Eight hundred seventy-four dollars and sixty-six cents (\$6,605,874.66); and

WHEREAS, Change Order #2 authorized an increase in the total contract amount to Six Million Six Hundred Six Thousand Nine-hundred Ninety-three dollars and sixty-six cents (\$6,606,993.66); and

WHEREAS, Change Order #3 authorized an increase in the total contract amount to Six Million Six Hundred Sixteen Thousand Eight-hundred Fifty dollars and sixty-six cents (\$6,616,850.66); and

WHEREAS, Change Order #4 authorized an increase in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,647,064.66); and

WHEREAS, Change Order #5 authorized a decrease in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,646,439.66); and

WHEREAS, Change Order #6 authorized an increase in the total contract amount to Six Million Six Hundred Fifty-Six Thousand Twenty dollars and ninety cents (\$6,656,020.90); and

WHEREAS, Change Order #7 authorized a \$12,822.62 increase in the total contract amount to Six Million Six Hundred Sixty-eight Thousand Eight Hundred Forty-three dollars and fifty-two cents (\$6,668,843.52); and

WHEREAS, Change Order #8 authorized a \$22,500.00 decrease in the total contract amount to Six Million Six Hundred Forty-six Thousand Three Hundred Forty-three dollars and fifty-two cents (\$6,646,343.52); and

WHEREAS, there is a need to expand cell #2 and change fixture to ADA compliant detention fixture per the request of the Department of Corrections at the police building; and

WHEREAS, The Goldstein Partnership has provided a detailed Change Order Request dated March 3, 2020 for Change Order #9 of the Contract to effectuate the changes in project scope for an increase of Seventeen thousand Eight hundred twenty eight dollars and seventy-eight cents (\$17,828.78) for a total contract in the amount of Six Million Six Hundred Sixty-four Thousand One Hundred Seventy-two dollars and thirty cents (\$6,664,172.30); and

WHEREAS, the Borough Administrator has recommended the proposed scope change for the project as necessary for the project.

WHEREAS, available funds for Change Order #9 have been certified by the Chief Financial Officer from Account #04-215-55-474-007.

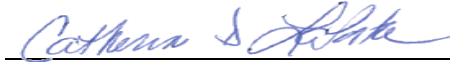
WHEREAS, based on the foregoing, the Governing Body has determined that it is necessary and appropriate to approve Change Order #9, in the amount of \$17,828.78.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport as follows:

1. Change Order #9 to increase the contract between the Borough of Oceanport and Benjamin R. Harvey Co., Inc. by \$17,828.78 is hereby approved.
2. The Borough Administrator is hereby authorized to sign the change order on behalf of the Borough.
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, have ascertained that there are sufficient uncommitted funds in Account #04-215-55-474-009 not to exceed \$17,828.78 for the above referenced contract change order.



Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-100 was adopted by the Oceanport Governing Body at the Regular Meeting held March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

CHANGE ORDER

Project: New Municipal Complex
 BOROUGH OF OCEANPORT
 Oceanport, NJ 07757

Change Order # General 9
Initiation Date: 3/3/20
Architect's Ref: OMB
Contract No.:
Contract Date: 10/21/19
Constr. Period: 365

Copies:
 copiesVar

Contractor: William Coyne
 BEN HARVEY CONSTRUCTION
 9 Cindy Lane
 Ocean, NJ 07712

You are directed to make the following changes in this Contract:

ACCESSIBLE CELL:

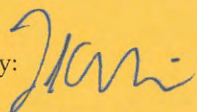
Expand cell #2 and change fixture to ADA compliant detention fixture per the request of the Department of Corrections

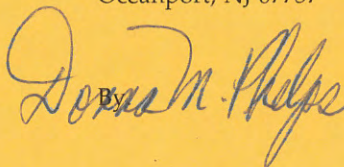
Add \$ 17,828.78

The original Contract Sum.....	\$	6,574,000.00
Net change by previously authorized Change Orders.....	\$	72,343.38
The Contract Sum prior to this Change Order was.....	\$	6,646,343.38
The Contract Sum will be changed by this Change Order.....	\$	17,828.78
The new Contract Sum including this Change Order will be.....	\$	6,664,172.16
The Contract Time will be changed by.....		days
The total change in the Date of Substantial Completion as of this C.O. is therefore.....		00.00 days

Authorized by ARCHITECT
 Laura Berwind, RA
 THE GOLDSTEIN PARTNERSHIP
 515 Valley St., Suite 110, Maplewood,
 NJ 07040

Authorized by: OWNER
 Donna Phelps, B.A.
 BOROUGH OF OCEANPORT
 315 East Main Street
 Oceanport, NJ 07757

By:  Date: 3/10/20

By:  Date: 3-10-2020

Agreed to by CONTRACTOR
 William Coyne
 BEN HARVEY CONSTRUCTION
 9 Cindy Lane
 Ocean, NJ 07712

By:  Date: 3.10.20



BEN HARVEY CONSTRUCTION

CHANGE ORDER REQUEST

PROJECT: OCEANPORT
NEW MUNICIPAL COMPLEX

DATE: 2/5/2020
COR #: 38R

DESCRIPTION OF WORK: Police Building Cell and Shower Revision
CONTRACTOR : BENJAMIN R. HARVEY CO., INC.

AMOUNT

Item #1

COST BREAKDOWNS: Furnish and Install Willoughby Shower not Identified on Fixture Schedule \$9,373.65
Negotiated Settlement for Labor Split on Toilet Rough $\$1,675.36 + \$437.64 = \$2,113.00$ (\$1,056.50)
(Please see attached backup from Preferred Mechanical)

Item #2

COST BREAKDOWNS: Furnish and Install Acorn ADA Toilet not Identified on Fixture Schedule \$6,176.50
(Please see attached backup from Preferred Mechanical)

Item #3

COST BREAKDOWNS: Furnish and Install Circuiting for Shower Valves \$312.09
(Please see attached backup from Little Silver Electric)

Item #4

COST BREAKDOWNS: Furnish Additional 42" ADA Grab Bar \$479.25
COST BREAKDOWNS: Install Additional 42" ADA Grab Bar Lump Sum \$250.00
(Please see attached backup from BRH)

WORK SUBTOTAL \$15,534.99
BRH OVERHEAD & PROFIT @ 5% ON SUBS \$740.29
BRH OVERHEAD & PROFIT TOTAL @ 10% \$1,553.50
TOTAL \$17,828.78

TOTAL CHANGE ORDER REQUEST:

\$17,828.78

UPON MUTUAL ACCEPTANCE OF THIS CHANGE ORDER REQUEST THE ARCHITECT WILL ISSUE A FORMAL SUPPLEMENT/SUPPLEMENTARY AGREEMENT

SIGNATURE FOR APPROVAL: _____

DATE: _____

PREFERRED MECHANICAL BACKUP



Change Order Request: PP #6
Dated: 1/29/20
Revised:

Oceanport Municipal Complex
Oceanport, NJ

Preferred Plumbing
18 Madison Street
Keyport, NJ 07735

[illegible]



ATLANTIC PLUMBING SUPPLY CORP.
2810 STATE HIGHWAY RT 37 EAST
TOMS RIVER, NJ 08753
732-929-0400 Fax 732-929-8747

Quotation

QUOTE DATE	QUOTE NUMBER
01/28/20	S3277629
ORDER TO:	PAGE 88
ATLANTIC PLUMBING SUPPLY CORP. 2810 STATE HIGHWAY RT 37 EAST TOMS RIVER, NJ 08753	1

QUOTE TO:
 PREFERRED PLUMBING, LLC
 18 MADISON ST.
 KEYPORT, NJ 07735

SHIP TO:
 PREFERRED PLUMBING, LLC
 18 MADISON ST.
 KEYPORT, NJ 07735

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
13551	OCEANPORT ACORN		BILL DURKIN	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT
Frank Paolicelli	AT APS TRUCK	2% 10th net 30	03/18/20	No
ORDER QTY	DESCRIPTION		Net Pric	Est Pric
1ea	NS ACORN 1432ALAR-2-BPH-04M-1.28 GPF-FVH GBC2-HPS-PBH-SPS-SW EST FRT.100.00 TAXES NOT INCLUDED ***** ALL NONSTOCK (NS) ITEMS ARE NON-RETURNABLE. PRICES MAY BE ADJUSTED FOR ANY CHANGES IN TARIFFS. ATLANTIC WILL ADJUST PRICING ACCORDINGLY WHETHER INCREASED OR DECREASED. PLACEMENT OF AN ORDER REPRESENTS ACCEPTANCE OF THESE TERMS.		6271.440	6271.44
* This is a quotation * Prices are firm for 30 days and subject to change without notice after 30 days. Applicable taxes extra!			Subtotal	6271.44
			S&H CHGS	0.00
			Amount Due	6271.44

ATLANTIC PLUMBING SUPPLY CORP.
2810 STATE HIGHWAY RT 37 EAST
TOMS RIVER, NJ 08753
732-929-0400 Fax 732-929-8747

** ACKNOWLEDGEMENT **
Order #: S3179230
P/O # : OCEANPORT 1655/977
Printed: 08:13:29 17 JAN 2020
Page # : 6 of 6

Sold To:
PREFERRED PLUMBING, LLC
18 MADISON ST.
KEYPORT, NJ 07735

Ship To:
PREFERRED PLUMBING, LLC
OCEANPORT MUNI
901 MURPHY DRIVE
OCEANPORT, NJ 07757

Ordered by	Order Date	Ship Date	Ship Via	Warehouse
	09/18/19	08/21/20	AT APS TRUCK	Shp 3 Prc 3
Writer	Salesperson	Release #	Freight Allowed	
Frank Paolicelli	Frank Paolicelli	674-19	No	

Ordered	Product Description	Net Prc	Ext Prc
	NS ACORN	2768.571	
	1418-CT-1-BPH-EVS-2-1.6-FVH-PH		
	LAV/TOILET COMBI		

**ALL NON-STOCK ITEMS MAY BE
SUBJECT TO FREIGHT CHARGES**

CREDIT ONE UNIT
ADD ONE NEW ADA
UNIT 6,271.44

SUBTOTAL
Freight

Total Amount

6271.44
2768.57
3502.87

.. Reprint .. Reprint .. Reprint .. Reprint ..

Change Order Request: PP #4
Dated: 12/30/19
Revised:

Oceanport Municipal Complex
Oceanport, NJ

Preferred Plumbing
18 Madison Street
Keyport, NJ 07735

[illegible]



ATLANTIC PLUMBING SUPPLY CORP.
2810 STATE HIGHWAY RT 37 EAST
TOMS RIVER, NJ 08753
732-929-0400 Fax 732-929-8747

Quotation

QUOTE DATE	QUOTE NUMBER
12/10/19	S3256742
ORDER TO: ATLANTIC PLUMBING SUPPLY CORP. 2810 STATE HIGHWAY RT 37 EAST TOMS RIVER, NJ 08753	PAGE NO: 1

QUOTE TO:
 PREFERRED PLUMBING, LLC
 18 MADISON ST.
 KEYPORT, NJ 07735

SHIP TO:
 PREFERRED PLUMBING, LLC
 18 MADISON ST.
 KEYPORT, NJ 07735

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
13551	OCEANPOR MUNI SHW		BILL DURKIN	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT
Frank Paolicelli	AT APS TRUCK	2% 10th net 30	01/29/20	No
ORDER QTY	DESCRIPTION		Net Price	Est Price
1ea	NS WILLOUGHYBY US3636-FA SECURITY SHOWER 36X36/E1L-1PZPB METERING VALVE LIGITURE RESISTANT ELECTRONIC PIEZO PUSH BUTTON/2.0 GPM/WUSC-2200/NPS HEAD/NHD DRAIN 2"/SOAP DISH/TF214 TRANSFORMER LESS MIXING VALVE. TAXES NOT INCLUDED ***** ALL NONSTOCK (NS) ITEMS ARE NON-RETURNABLE. PRICES MAY BE ADJUSTED FOR ANY CHANGES IN TARIFFS. ATLANTIC WILL ADJUST PRICING ACCORDINGLY WHETHER INCREASED OR DECREASED. PLACEMENT OF AN ORDER REPRESENTS ACCEPTANCE OF THESE TERMS.		7455.000	7455.00
* This is a quotation * Prices are firm for 30 days and subject to change without notice after 30 days. Applicable taxes extra!			Subtotal	7455.00
			S&H CHGS	10.00
			Amount Due	7465.00

LITTLE SILVER ELECTRIC BACKUP



GRAB BAR BACKUP



Grab Bar Specialists, Inc

ADA compliant grab bars, safety equipment and home décor products.

<https://www.grabbarspecialists.com> - 1.800.707.5033

[Login / Register \(optional\)](#)

[View Cart \(0\)](#)



ADA Compliant Grab Bars Wall Mounted Shower Seats 1-800-707-5033



[Grab Bars](#) | [Collapsible Water Dams](#) | [Shower & Tub Seats](#) | [And More...](#)

[Home](#) » [Grab Bar Specialists Grab Bars](#) » [GBS Straight Grab Bars](#)



[⊕ Click to expand](#)

Product ID 998-GBS-High-Security-Bar

GBS Prison High Security Grab Bars

Prices start at \$152.25 for a 12" grab bar



Price: \$404.25

ADD SHIPPING \$75.00

TOTAL \$479.25

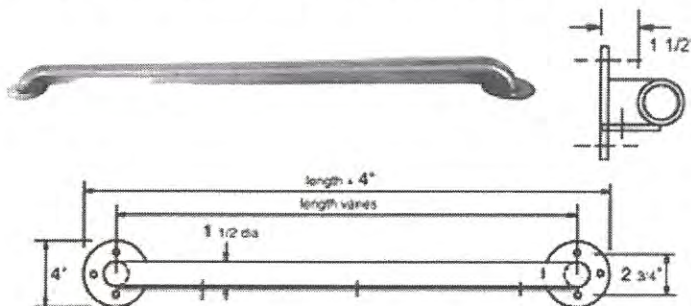
High Security Handicap Security Grab Bar

GBS manufactures high security detention accessories necessary to outfit prison cells, including security grab bars. All of our security grab bars are made of the strongest materials and fastened with durable, tamper-resistant hardware.

LENGTHS

- 12"
- 16"
- 18"
- 24"
- 30"
- 32"
- 36"
- 42"
- 48"

These safety grab bars are easy to install - simply screw the bar into the wall using button-head, tamper-resistant security screws.



SPECIFICATIONS

- **Bar:** 1 1/2" diameter x 18 gauge stainless steel tubing with ends rolled to hold bar 1 1/2" from wall
- **Brackets:** 4" diameter x 10 gauge stainless steel bracket, welded to bar return at each end
- **Fasteners:** Screw brackets to wall, or embeds with 3/8-16 button head tamper resistant security screws
- **Enclosure plate:** enclose under side of bar, x entire length with a 10 gauge stainless steel enclosure plate with 1/4" diameter drain holes at 12" on center
- **Finish:** #4 brushed finish

This product is Non-Returnable

RFI 37 BACKUP





REQUEST FOR INFORMATION

Return Answer to: Bill Coyne, Project Manager, BRH CO INC.
 (T) 732.493.2300 (F) 732.493.2305
 (E) bcoyne@bharveyco.com

DATE: 11.21.19

RFI: 37

PROJECT: Oceanport New Municipal Complex
 Oceanport, NJ 07757

RFI REQUESTED BY:

Contractor: PREFERRED PLUMBING
 Trade / Other:

REFER TO:

Drawing: P-1.2
 Spec Section:

Will RFI cause change to contract value? YES NO X TBD

Will RFI cause change to contract time? YES NO X TBD

DESCRIPTION OF RFI:

Please see the attached RFI from Preferred Plumbing requesting clarification on the plumbing fixture SH.

Attached:

REQUESTOR'S RECOMMENDED SOLUTION:

REQUEST BY: Bill Coyne, BENJAMIN R. HARVEY CO.

SIGNATURE: *Bill Coyne*

RESPONSE:

ANSWERED BY:

DATE:



Preferred Plumbing, LLC
18 Madison Street
Keyport NJ 07735
732 583-0400

License: 36B100739700

Fax: 732 583-3334

Request For Information

RFI # 2

Date of Request: 11/19/2019

From: Phillip Bailey

Response Requested By: ASAP

To: Benjamin R. Harvey Co., Inc.
9 Cindy Lane

Phone: 973-761-4550
Fax:

Contract: 1994

Project: 123
Oceanport Municipal Complex
901 & 977 Murphey Drive
Oceanport NJ 07757

Attention: Bill Coyne

Drawing & Spec Section:

You are hereby invited to provide information on the following items.

Information must be received prior to

to be considered.

Attachments: ☐

☐ Potential Change in
Project Schedule

☐ May require a
Change Order

☐ Requires a Change
of Plans/Specifications

On DWG P-1.2, Police BLDG, in Processing Room, plumbing fixture SH is shown. Is this fixture to be SH ADA as shown on the schedule? If so is the shower seat to be left or right hand? Please Advise.

Response:

The shower fixture in the Processing room (SH) is not the same as the SH ADA. The fixture type SH was added to the fixture schedule in revision number 4 dated 10/29/19, refer to the attached drawing.

Shower fixture SH ADA is located in the OEM Workroom. The seat is to be located on the right side in the women's room and on the left side in the men's room. This was also part of revision number 4.

Lou Riccardi
Omdex, Inc.
11/21/19

**WILLOUGHBY INDUSTRIES, INC. WILL
NOT RELEASE THIS PRODUCT FOR
PRODUCTION WITHOUT RECEIVING ALL
OF THE FOLLOWING INFORMATION:**

- ✓ A complete & approved submittal package returned to Willoughby Industries, Inc.
- ✓ Specify required details listed on the contractor checklists throughout this submittal package.
(Checklists are located before the specification sheets for each individual fixture.)
- ✓ Proper purchase order including:
 - Our Terms of Sale
 - "Bill To" & "Ship To" Addresses
 - Quantities
 - Model / Part #'s
 - Authorized Signature
 - Job Site Contact

In wall / floor material (i.e.: wall sleeves, wall frames, access boxes, & detox units) will ship approximately N/A weeks after receipt of all information listed above.

Fixtures will ship approximately 12 - 14 weeks after receipt of all information listed above.

Willoughby

Project # 38782Item # SH-1**WILLOUGHBY INDUSTRIES, INC.****Contractor Checklist for Cabinet Showers****This information must be received for order to be processed.***(Standard accessory locations shown on drawings will be used if no information is given).*☐ Specify shower finish schedule:

I have reviewed the submittal package for this fixture. I have verified that the information given with regards to the above questions is correct and this fixture is released for production.

Signature _____ Company _____ Date _____

Willoughby Industries - Security Products

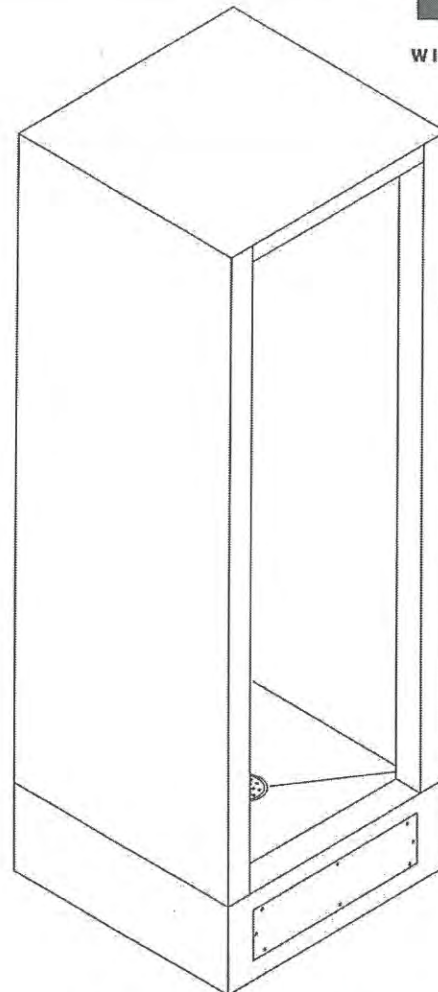


Front Access Cabinet Shower

SH-1



Certified by
NSF International*



Recommended Specifications

Front Access Cabinet Shower shall be:
Willoughby Model No. S- -FA
(Select from model number and options list on next page)

Shower cabinet shall be fabricated from 14 gauge, Type 304 stainless steel. Shower floor shall be fabricated from 11 gauge, Type 304 stainless steel. The construction shall be **all-welded** (unitized models only, not applicable to knockdown models), exposed stainless surfaces polished to a #4 satin finish, except shower floor which shall have a non-slip glass blast finish.

Standard equipment shall include:

- (NPS) non-adjustable penal shower head, mounted in a corner panel (plumbed to a top supply connection)
- (NHD) No-hub drain with removable strainer

Unit requires no chase area for installation and maintenance. Drain connection shall be through removable front access cover. Shower head and push button shall be mounted in a side mullion.

Underside of shower floor shall be sound deadened with fire resistant material.

*Please provide shower finish schedule upon ordering.
(Unit may be shown with optional features)*

To specify fixture and accessories, use the Model Number and Options page.

Example: To specify a unitized 36" x 36" Front Access Cabinet Shower with left hand shower head/valving, back wall with polished front, single temp. pneumatic metering valve, standard ligature-resistant pneumatic push button, 2.5 GPM flow rate, standard non-adjustable penal shower head and standard no-hub drain

Use the following Willoughby Model Number:
US-3636-FA-L-A4-PML1-PBH-2.5GPM-NPS-NHD

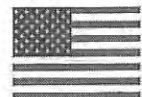
To specify Knockdown Cabinet Shower: Select the "KS" model number from the list on the Model Number and Options page.

*WaterSense Certified for LRSH shower head fixtures.



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MODEL NUMBER AND OPTIONS:

1.) Base Model Number:

- Unitized Front Access Cabinet Showers:**
- ☐ US-3030-FA 30"L x 30"W Cabinet Shower
- ☐ US-3232-FA 32"L x 32"W Cabinet Shower
- ☒ US-3636-FA 36"L x 36"W Cabinet Shower
- Knockdown Front Access Cabinet Showers:**
- ☐ KS-3030-FA 30"L x 30"W Cabinet Shower
- ☐ KS-3232-FA 32"L x 32"W Cabinet Shower
- ☐ KS-3636-FA 36"L x 36"W Cabinet Shower

SPECIFY

2.) Shower Head/Push Button Orientation:

- ☐ L Left Hand
- ☐ R Right Hand

3.) Cabinet Side Exterior Finish Schedule:

(Based on Chase Wall Orientation;
see the Options Pages at the end of
Catalog Section for diagram)

For (BCS) Back Wall:

- ☐ A1 Polished Front, Left Side, & Right Side
- ☐ A2 Polished Front & Right Side
- ☐ A3 Polished Front & Left Side
- ☐ A4 Polished Front only

For (LCS) Left Wall:

- ☐ B1 Polished Front, Back Side, & Right Side
- ☐ B2 Polished Front & Right Side
- ☐ B3 Polished Front only

For (RCS) Right Wall:

- ☐ C1 Polished Front, Back Side, & Left Side
- ☐ C2 Polished Front & Left Side
- ☐ C3 Polished Front only

4.) Valve Selection:

- ☐ NV No Valve
- ☐ PML1 Single Temp. Pneumatic Metering Ⓞ Ⓢ
- ☐ PML2 Dual Temp. Pneumatic Metering Ⓞ Ⓢ
- ☒ E1L1 Single Temp. Electronic (Pick Control)* Ⓞ Ⓢ
- ☐ E1L2 Dual Temp. Electronic (Pick Control)* Ⓞ Ⓢ
- ☐ PBV Pressure-Balancing Mixing Valve
- ☐ TPV Temp/Pressure-Balancing Mixing Valve
- ☐ TPLR Ligature-resistant Temp/Pressure-Balancing Mixing Valve Ⓢ

Valve Manifold Option:

Pneumatic or Electronic Valves Only:

(See the Manifold Option Page at the end of
Catalog Section S5 for further information)

- ☐ MA2

5.) Push Button Selection:

Pneumatic or Electronic Valves Only:

- ☐ PBH Ligature-resistant Pneumatic Push Buttons Ⓞ Ⓢ
- ☒ PZPB Ligature-resistant Piezo Electronic Push Buttons* Ⓞ Ⓢ

6.) Flow Rates:

- ☒ 2.5 GPM (Standard)
- ☐ 2.0 GPM
- ☐ 1.5 GPM

7.) Electronic Controls*

(Must Use Electronic Push Button):

- ☒ WUSC-2200 ☐ WUSC-2400
- ☐ Pneumatic ☐ WMS II

8.) Shower Head Selection:

- ☒ NPS Non-adjustable Penal Shower Head (Standard) Ⓞ
- ☐ APS Adjustable Penal Shower Head
- ☐ CSH Ligature-resistant Shower Head Ⓞ Ⓢ
- ☐ LRS Ligature-resistant Shower Head, WaterSense Certified, 2.0 GPM Max Flow Rate Ⓢ

9.) Drain Selection:

- ☒ NHD No-hub Cabinet Shower Drain (2") (Standard)
- ☐ ICD Inside Caulk Cabinet Shower Drain (2")

10.) Options:

- ☐ VG Ventilation Grille (Specify Free Area and Location; Standard Grille Dimensions: 8-3/4" x 8-3/4" with 15-3/4" open area)
- ☐ CP Closure Panels (Specify Dimensions and Locations)
- ☐ STC Sloping Top Closure
- ☐ MD Modesty Door
- ☐ L Hinged Left
- ☐ R Hinged Right
- ☐ CR Curtain Rod
- ☐ TH1 Release Towel Hook Ⓞ Ⓢ
- ☐ RD Recessed Mounted Soap Dish Ⓞ Ⓢ
- ☒ SD Surface Mounted Soap Dish
- ☐ ZC 'Z'-Clip Floor Mounting
- ☐ TMV In-line Thermostatic Mixing Valve
- ☒ TF24H Hard-wired Transformer, 110VAC to 24VAC*
- ☐ TF24P Plug-in Transformer, 110VAC to 24VAC*
- ☐ LRD5 5" Ligature-resistant Drain Cover (ICD Required) Ⓢ

☐ Other _____

☐ Other _____

*(Req. 110V power through ground fault interrupter (GFCI) receptacle)

Ⓞ For security applications

Ⓢ Ligature-resistant option

Approved For Manufacturing By: _____

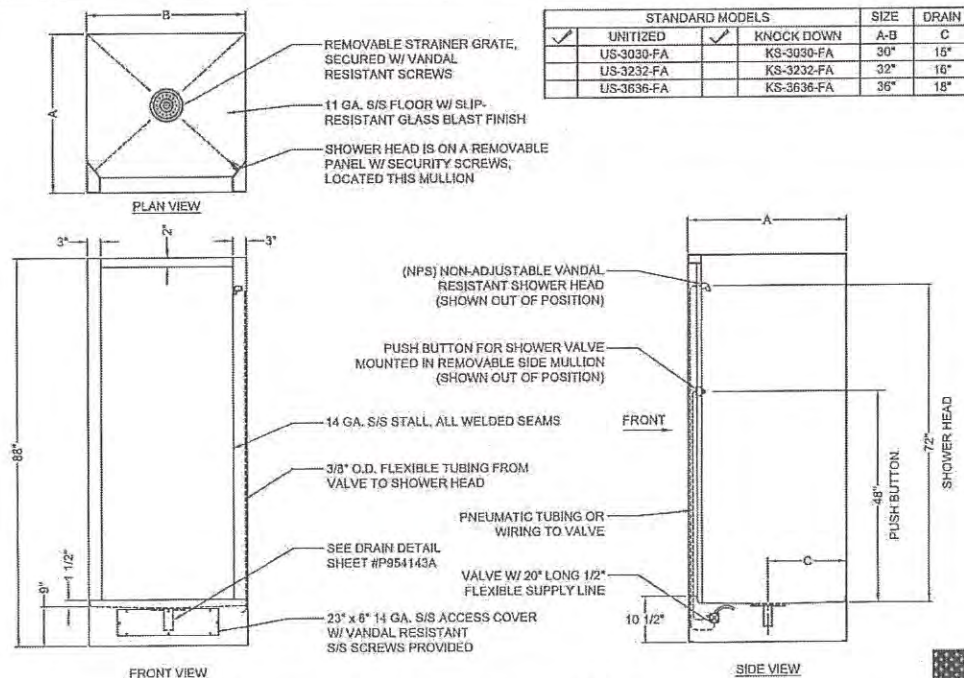
Date: _____

Company: _____

Wall Thickness: _____

Wall Type: _____

VERIFY ALL DIMENSIONS WITH FACTORY PRIOR TO ROUGH-IN
WILLOUGHBY RESERVES THE RIGHT TO MAKE CHANGES IN DESIGN AND
DIMENSIONS WITHOUT FORMAL NOTICE AND WITHOUT INCURRING OBLIGATION.



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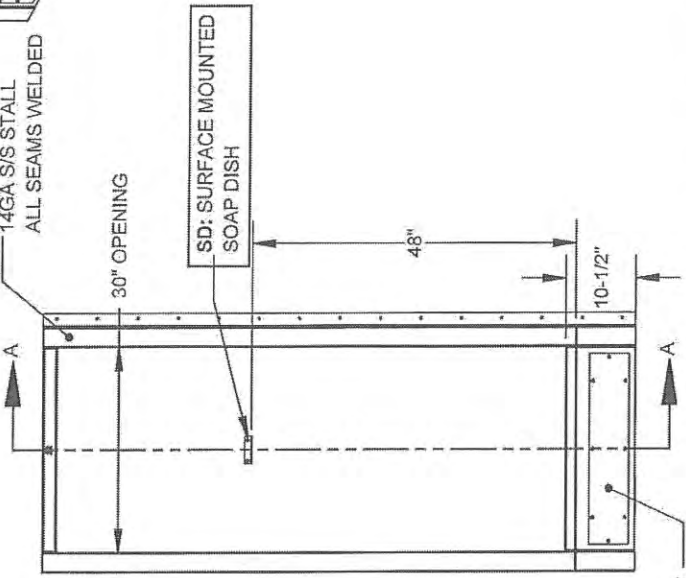
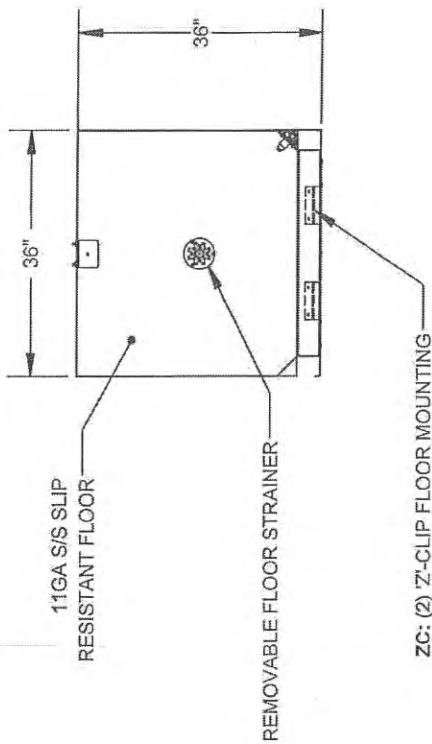
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TAG: SH-1

PML1	NHD
2.5 GPM	A2
NPS	PBH
SD	



SECTION A-A
SCALE 1 : 26

NHD: SEE DRAIN DETAIL
SHEET #P954143

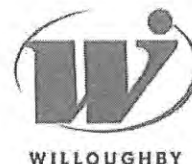


Willoughby Industries, Inc.
Indianapolis, Indiana
TOLERANCES
EXCEPT AS
NOTED

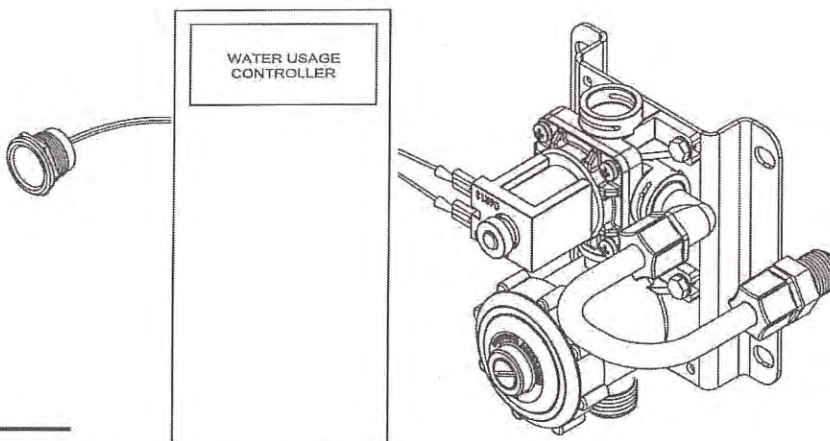
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US-3636-FA-R-A2-PML1-PBH-2.5-NPS-NHD-SD-ZC
MATERIAL: 14 GA 304 SS #4 SATIN FINISH
SCALE: 1:15
REV: 1 OF 2

PART #: S3636-0878
REVISION: ORIG: SEC 3/9/18
REV: SEC 3/9/18
SHEET: 1 OF 2

Willoughby Industries - Security Products



E1L1 Single Temperature Lead-free Electronic Valve



Recommended Specifications

Single Temperature, Lead-free, Electronic Valve assembly shall be: Willoughby Model No. **E1L1** (Select from options list)

Stainless steel push buttons on the fixture shall be wired to an appropriate electronic valve control (select from the list of control choices). The vandal-resistant push buttons shall be keyed/non-removable from the front of the fixture and shall require less than 5 lbs of force to operate.

The plastic valve checkstop/strainers shall feature integral mounting points. Replaceable stainless steel strainer and optional 0.5 GPM flow control can be serviced without disturbing the supply line. Assembly shall use flexible tubing to connect to the filler/bubbler/shower head. Water inlet is 1/2" MPT and is reversible for either top or bottom supply. A galvanized wall mounting plate is provided, wall anchoring hardware provided by others.

Flexible tubing is supplied for walls up to 8" thick. Recommended operating pressure shall be 35-70 psi. Valve shall withstand pressures up to 90 psi. Cost-reducing manifolded valves shall consist of multiple valve assemblies served by a common supply line. A 24 volt AC source shall be required for a timer and valve operation.

Valve complies with NSF-61 standard.

Flow Selection (choose one):

- ☐ 0.5 GPM Flow (lavatories)
- ☐ 1.5 GPM Flow (showers)
- ☐ 2.0 GPM Flow (showers)
- ☒ NFC (No Flow Control) (showers, up to MA2)

Control:

- ☐ WUCC-3010 ☒ WUSC-2200 ☐ WUSC-2400
- ☐ Pneutronic Timer ☐ WMS II Control
- ☐ Infrared (IR) Sensor

Push Button*:

- ☒ PZPB Ligature-resistant Piezo Push Button

*Not required for IR

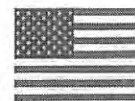
Options:

- ☐ -MA2 (Double Manifold, no flow limitation)
- ☐ -MA3 (Triple Manifold, 0.5 GPM flow only)
- ☐ -MA4 (Quad Manifold, 0.5 GPM flow only)
- ☐ -TMV In-line Thermostatic Mixing Valve
24 VAC Power Transformer supplied by others.



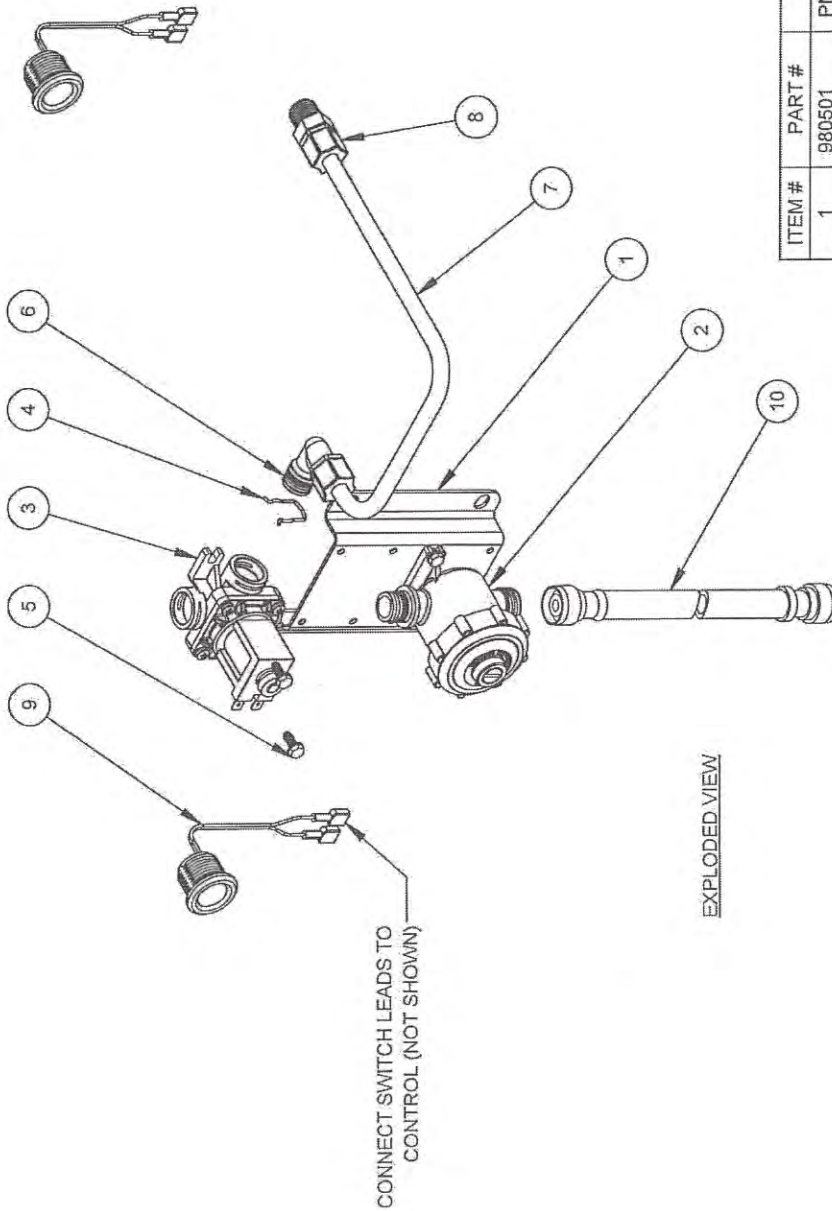
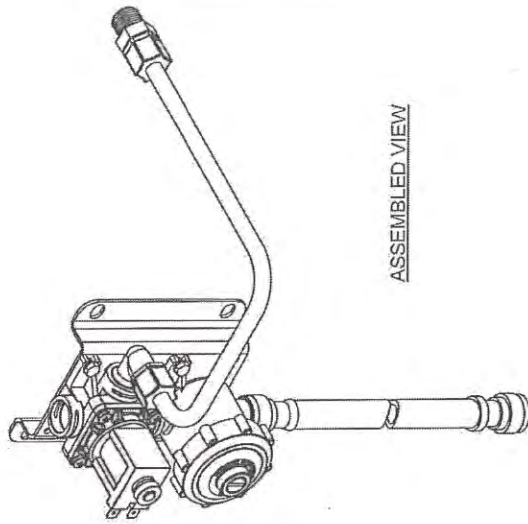
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ITEM #	PART #	DESCRIPTION	QTY.
1	980501	PM1 VALVE BRACKET	1
2	980183	CHECKSTOP ASSEMBLY	1
3	980408PR	E1L VALVE ASSEMBLY - RIGHT PLUGGED PORT	1
4	980140	SPRING CLIP, ROUND	2
5	800133	#10-16 SELF TAP TYPE B HEX HEAD SCREW	4
6	980600A	VALVE FITTING ASSEMBLY, 3/8" ELBOW	1
7	600523	FLEXIBLE TUBING 3/8"OD X 1/4"ID	1
8	320566	3/8" x 3/8" MPT CONNECTOR	1
9	701179-C	SWITCH, PIEZO, DOUBLE D, 24" LEADS	1
10	980506	6" FLEX HOSE, 1/2 F.I.P CONNECTION	1

Willoughby Industries, Inc.
Indianapolis, Indiana



TOLERANCES
EXCEPT AS
NOTED

2 PLACE DECIMALS
FRACTIONS
ANGLE: 1/4"

SCALE: 1:4

DATE: N/A

REV: A

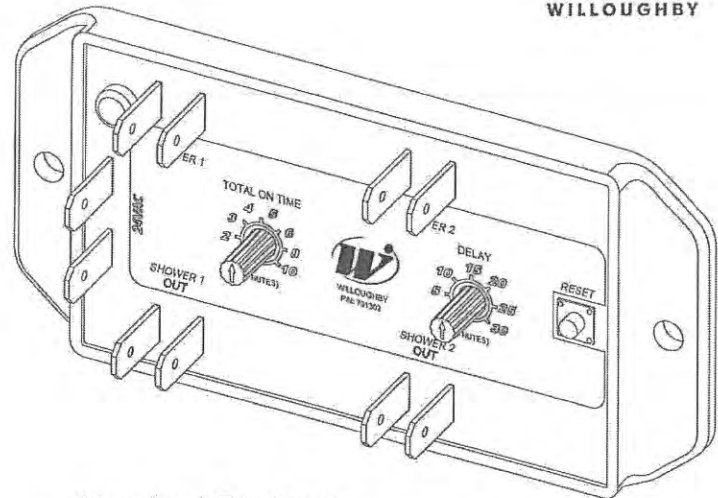
REV: EEF 2/2/15

STANDARD
SHEET 1 OF 1

Willoughby Industries - Security Products



WUSC-2200 Electronic Water Usage 2-Shower Controller



Recommended Specifications

Electronic Water Usage 2-Shower Controller shall be:
Willoughby Model: WUSC-2200

Shower Controller is a stand-alone electronic module designed to control the operation of an electronic push button shower valve on a shower fixture from the utility chase.

Each 2-Shower Controller shall be capable of controlling up to 2 low-voltage solenoid shower valves.

Controller manufacturer shall supply a hard-wire 120/24 VAC 40VA step down transformer (option TF24H) with each controller. A plug-in transformer is also available (option TF24P). Shower Controller shall retain all functional settings after the event of power interruption. All electronic circuitry shall be encased in a water-resistant, epoxied enclosure. As with all electrical and electronic equipment, avoid contact with water, especially once connected to the power supply.

Standard Features

Each valve activation shall be controlled by a vandal-resistant, stainless steel push button (sold separately). Each push button shall require less than 5 lbs. of force to activate.

All solenoid valves shall be non-hold-open and all metering times shall be adjustable using the Total On Time and Delay control dials:

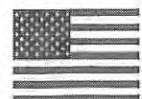
- (1 to 10 minutes Total On Time) Total On Time dial shall control the total time the electronic shower valves can run before activating the preset re-initiate delay feature. This shall limit the amount of fixture use to a preset threshold.
- (0 to 30 minute Delay) Delay dial shall control the lock-out time period. Once the fixture use Total On Time threshold has been reached, shower function will be locked-out for a time period between 0 to 30 minutes.

All input, output, and power functions of the Shower Controller shall have corresponding LED diagnostic lights for testing and monitoring. A reset push button on the controller will enable maintenance personnel to reset functionality from the chase.



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MODEL NUMBER AND OPTIONS:

1.) Control System:

✓ WUSC-2200

Electronic Water Usage 2-Shower Controller

(Contains Controller and all necessary cabling for installation, P/N: WUSC-2200-KIT)

2.) Other Options:

✓ TF24H Hard-wired Transformer, 110VAC to 24VAC* (Standard)

☐ TF24P Plug-in Transformer, 110VAC to 24VAC*

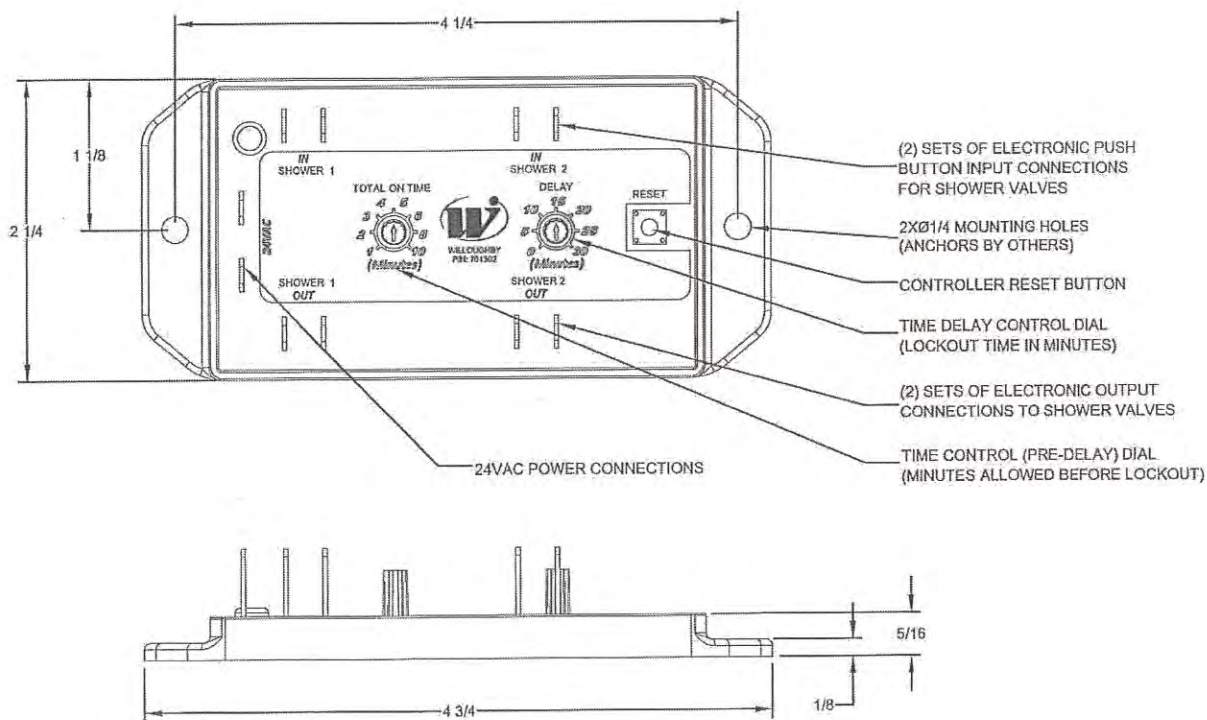
☐ Other _____

☐ Other _____

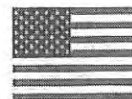
*(Req 110V power through ground fault interrupter (GFCI) receptacle)

Approved For Manufacturing By: _____ Date: _____ Company: _____
Wall Thickness: _____ Wall Type: _____

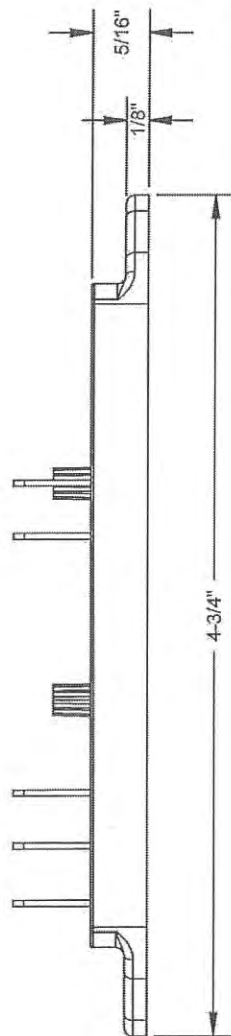
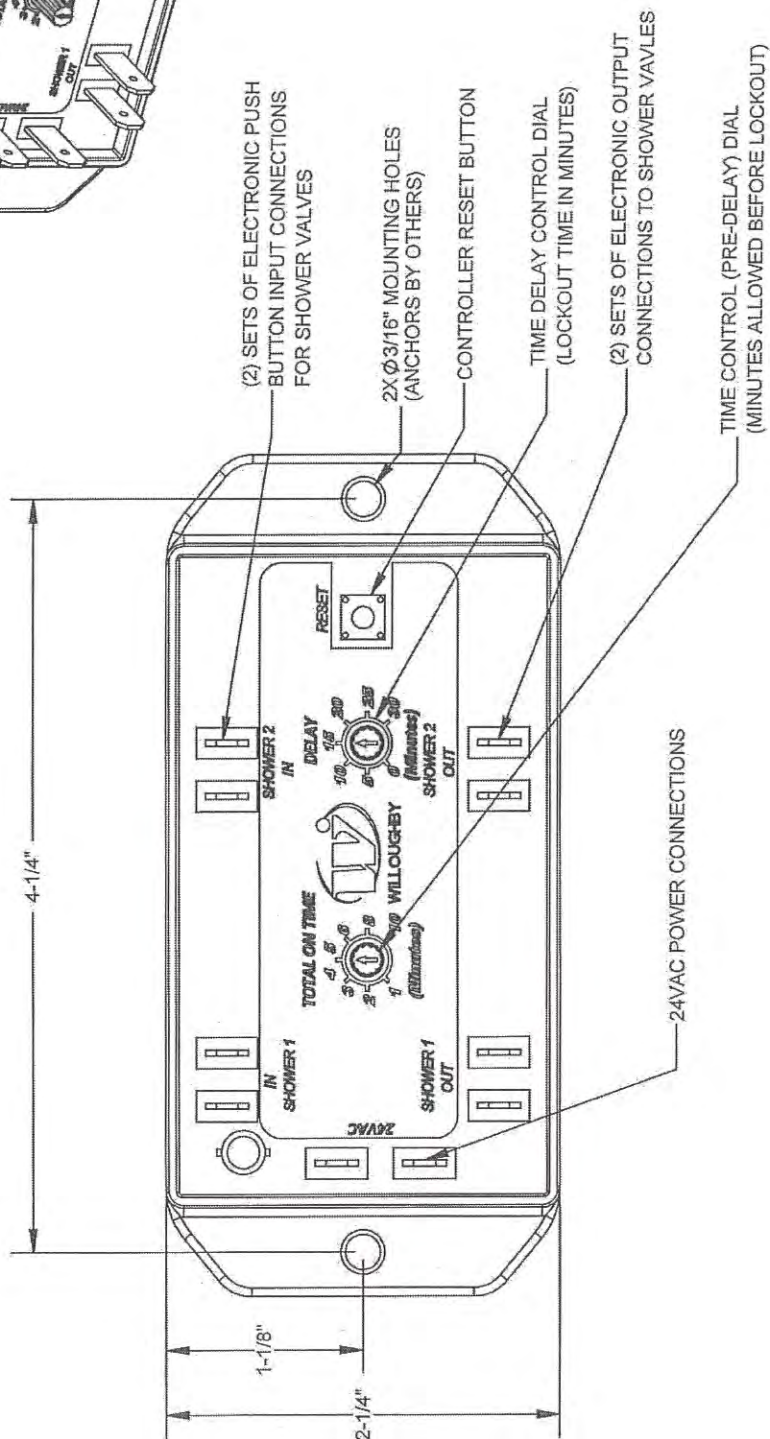
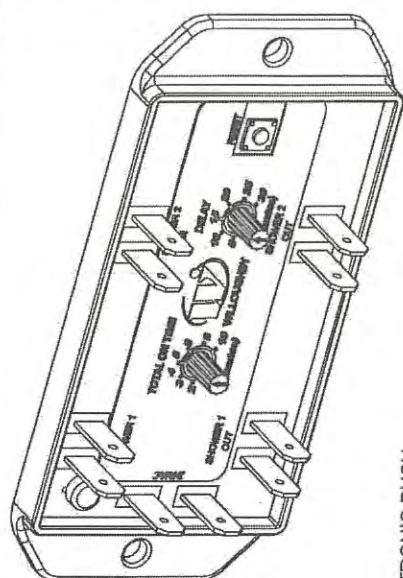
VERIFY ALL DIMENSIONS WITH FACTORY PRIOR TO ROUGH-IN
WILLOUGHBY RESERVES THE RIGHT TO MAKE CHANGES IN DESIGN AND
DIMENSIONS WITHOUT FORMAL NOTICE AND WITHOUT INCURRING OBLIGATION.

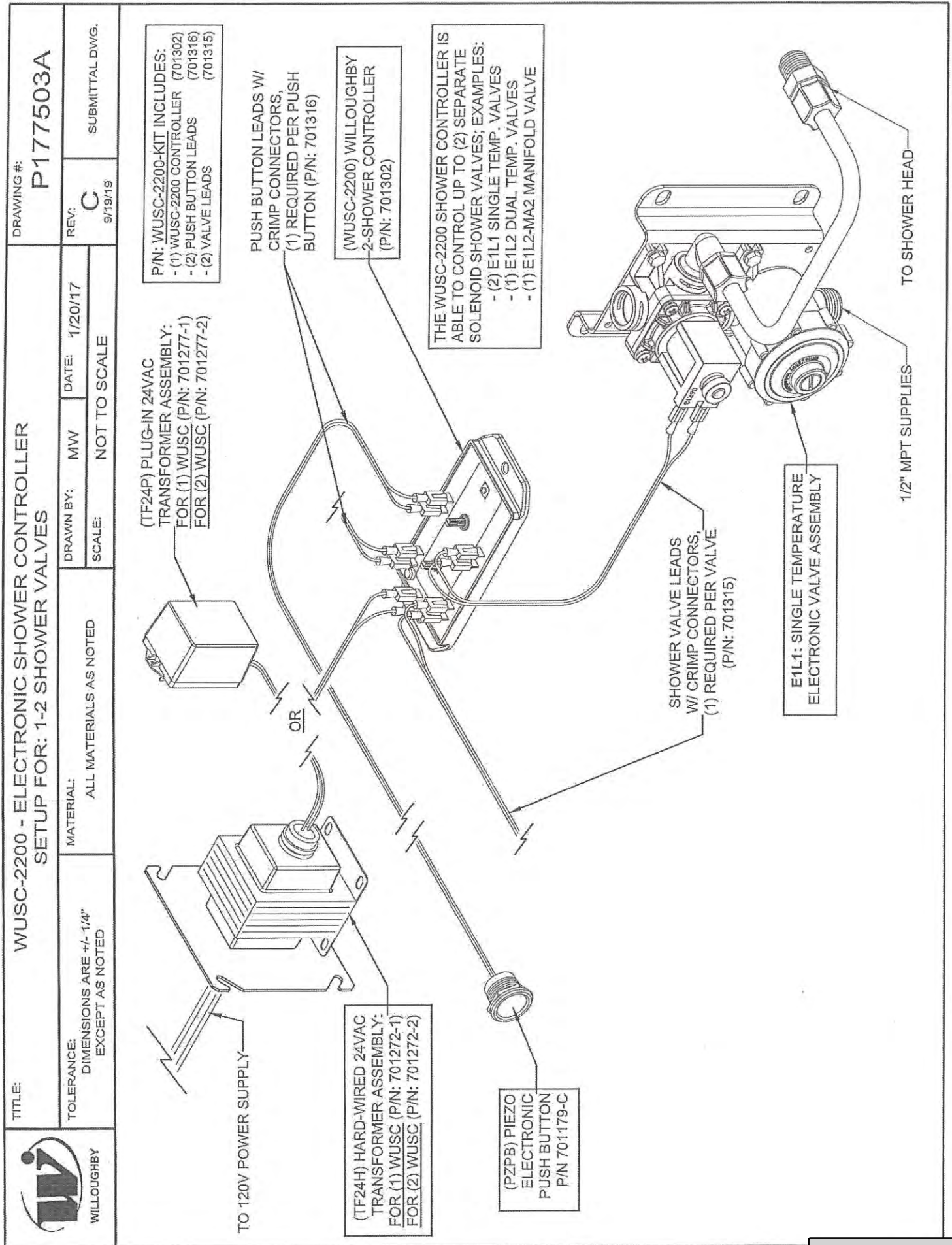


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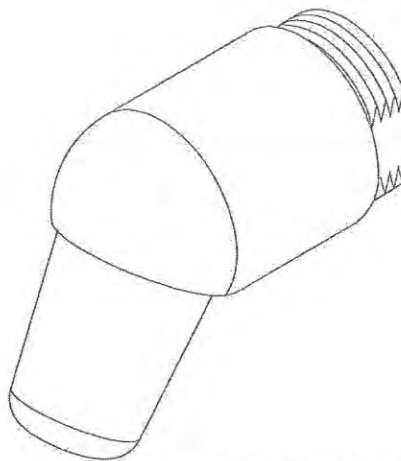
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Willoughby Industries - Security Products

NPS (WSH-7) Non-Adjustable Vandal Resistant Shower Head (#370098)



(Unit may be shown with optional features)

Recommended Specifications

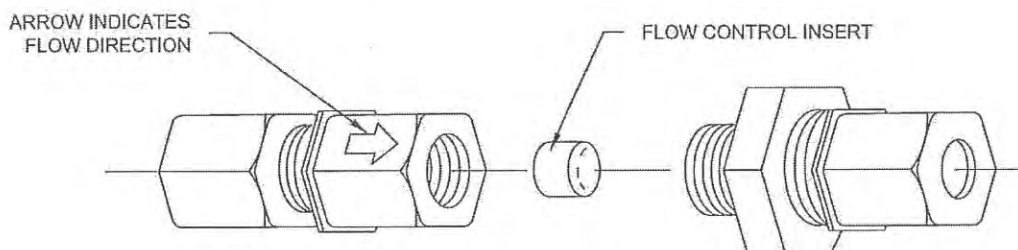
Willoughby model NPS (WSH-7) non-adjustable, vandal resistant shower head shall be fixed type, constructed of Type 303 stainless steel, mounted from the rear with no visible fasteners or removable parts, and shall have a fixed 30° angle of spray with an adjustable pattern. The head shall have 3/8" F.I.P. threads on the inlet.

The shower head is non-adjustable from the user side. To adjust shower nozzle spray pattern, insert a 1/8" Allen wrench through the nozzle orifice when shower is not in use, and turn counterclockwise to widen spray pattern or clockwise to narrow the spray pattern.

OPTIONS:

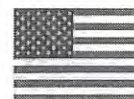
- ☐ NPS17 17° angle of spray (#380011)
- ☒ 2.5 2.5 Flow (Standard)
- ☐ 2.0 2.0 In-line Flow Control
(See detail below; tubing must be 3/8" O.D. polyethylene)
- ☐ 1.5 1.5 In-line Flow Control
(See detail below; tubing must be 3/8" O.D. polyethylene)

**PART #380142-XX (SPECIFY FLOW)
IN-LINE FLOW CONTROL ASSEMBLY**



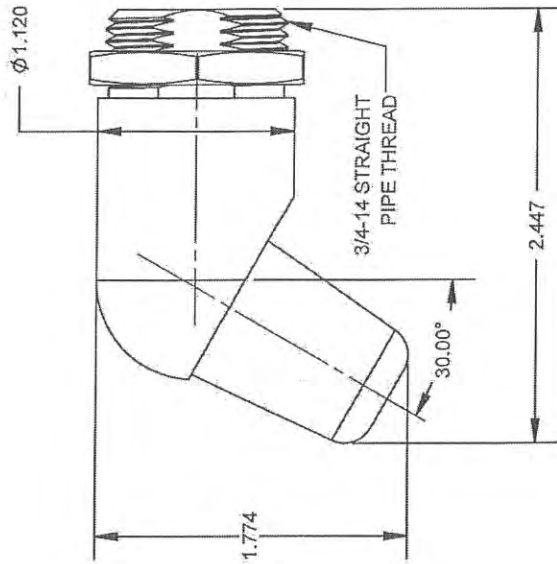
WARNING: Cancer and Reproductive Harm

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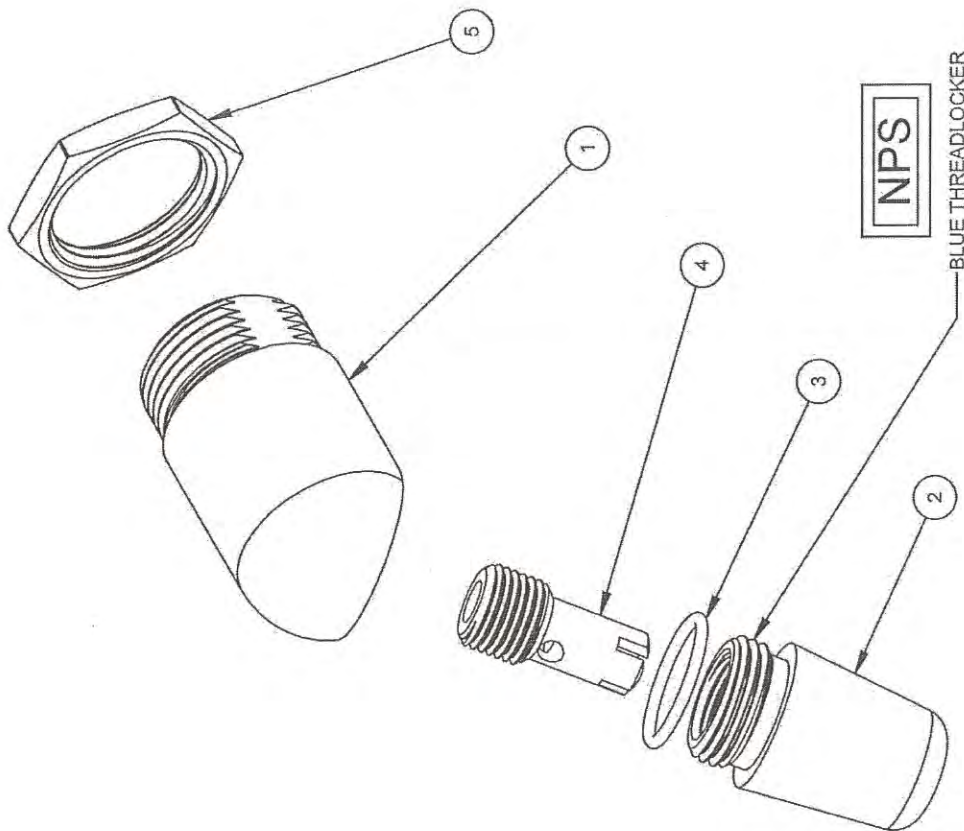


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ITEM #	PART #	DESCRIPTION	QTY.
1	380029	SHOWER HEAD BASE - 30 DEG.	1
2	380032	SHOWERHEAD CAP	1
3	600131	O-RING (#017) EPDM NSF61	1
4	380031	SHOWERHEAD INSERT	1
5	600612N	HEXNUT, 3/4"-14 NPSM	1



Willoughby Industries, Inc.		INDIANAPOLIS, INDIANA	
TOLERANCES EXCEPT AS NOTED	2 PLCS: ±.003 3 PLCS: ±.005 FRA: 1/16"	SCALE: 1:1	DATE: A
WILLOUGHBY	INDIANAPOLIS, INDIANA	SCALE: 1:1	DATE: A

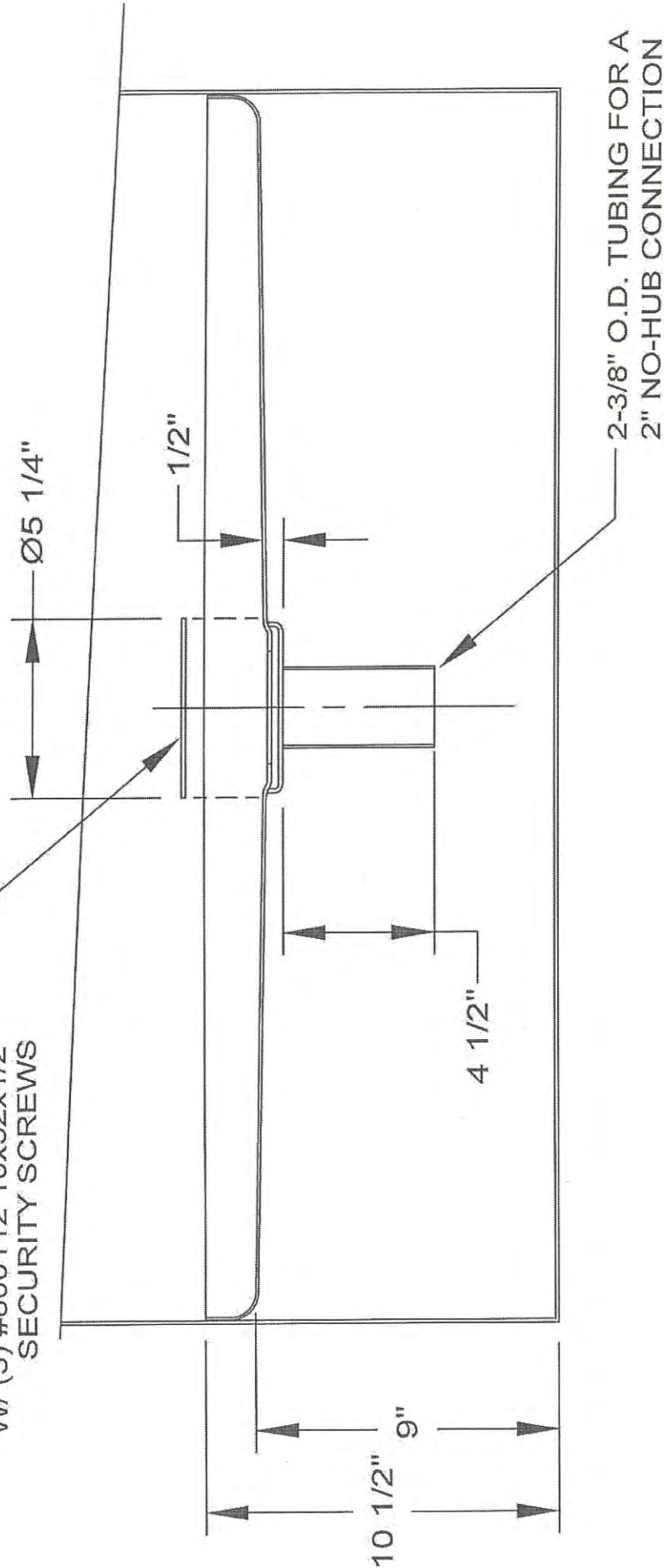
NPS
SHOWERHEAD ASSEMBLY, NPS (WSH-7)

PART # 370098

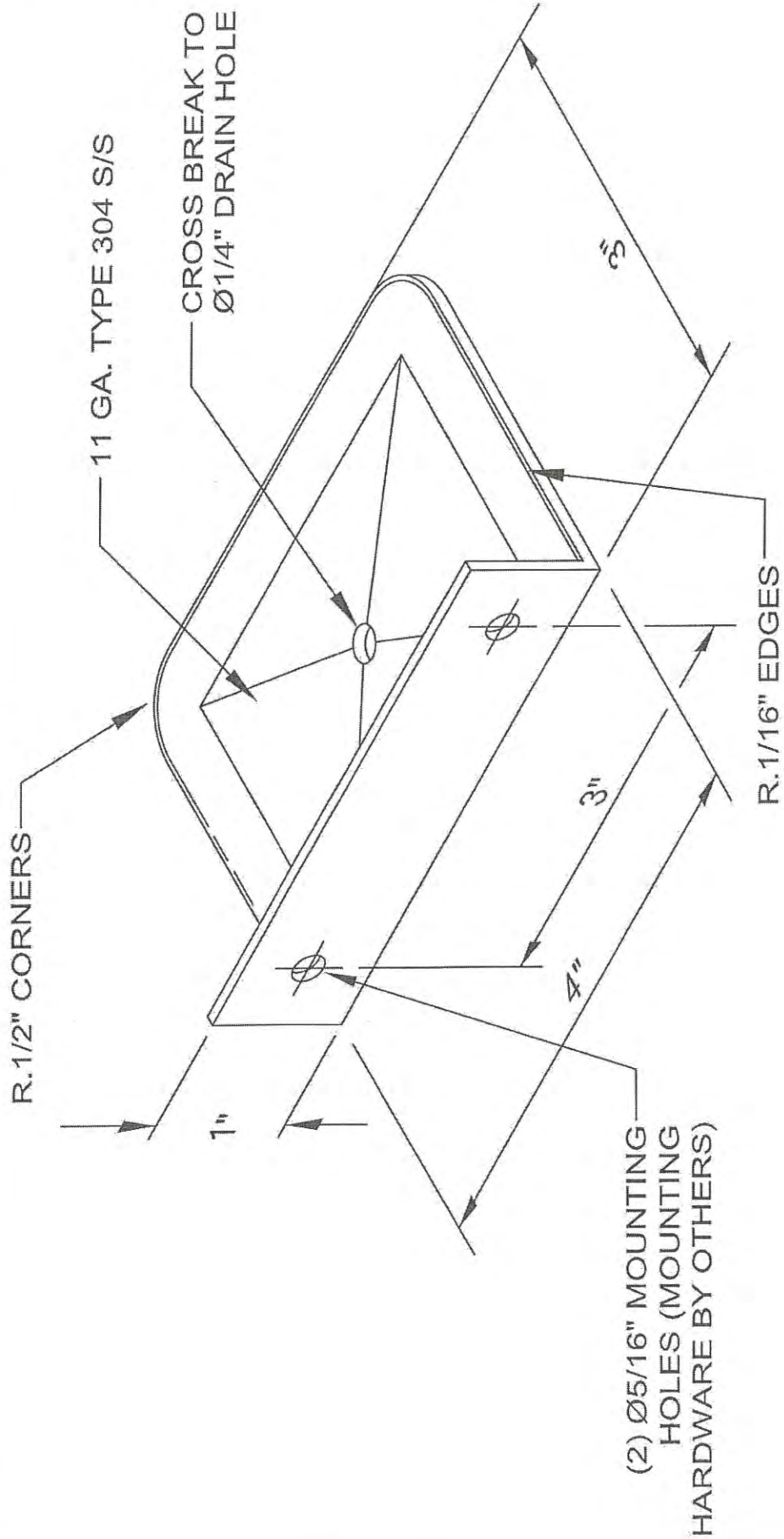
REVISIONS: EFF 2/4/16
REV: EFF 2/4/16
SHEET: 1 OF 1

 WILLOUGHBY	TITLE: (NHD) NO-HUB DRAIN DETAIL (2") FOR CABINET SHOWERS				DRAWING #: P954143A	
	TOLERANCE: DIMENSIONS ARE +/- 1/4" EXCEPT AS NOTED	MATERIAL: AS NOTED	DRAWN BY: ELG	DATE: 11/20/95	REV: G	12/11/17
		SCALE: NOT TO SCALE				

16 GA. S/S #117015 STRAINER
PLATE HELD IN PLACE
W/ (3) #800112 10x32x1/2"
SECURITY SCREWS



 WILLOUGHBY	TITLE: (SD) SURFACE MOUNTED SOAP DISH (MODEL# WA-1836)		DRAWING #: P971031A	
	TOLERANCE: DIMENSIONS ARE +/- 1/4" EXCEPT AS NOTED	MATERIAL: 11 GA. TYPE 304 STAINLESS STEEL #3 SATIN FINISH	DRAWN BY: E.L.G. SCALE: NOT TO SCALE	REV: D 5/5/16 STANDARD DWG.







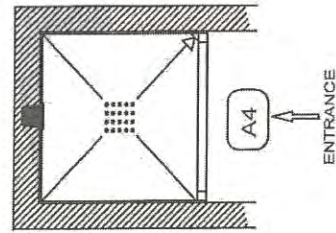
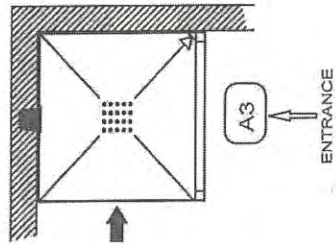
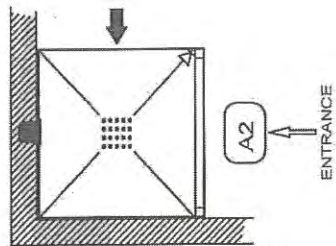
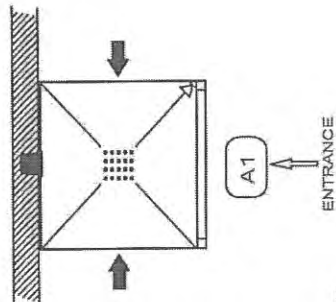
WILLOUGHBY

Willoughby Industries, Inc.
Indianapolis, Indiana

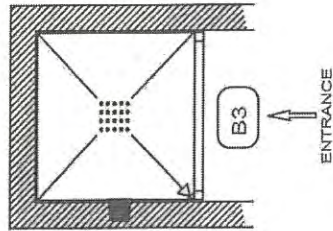
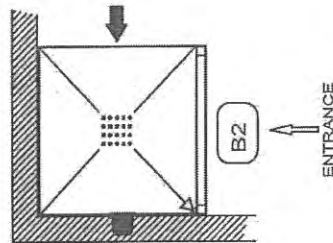
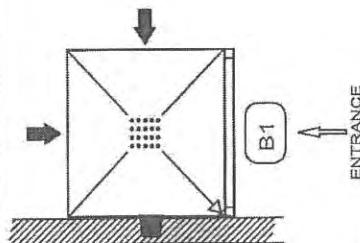
TOLERANCES EXCEPT AS NOTED	3 PLACES ±0.03 FRACTIONS ±1/32 ANGLE 5°	SIZE: A	SCALE: 1:2
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	TITLE: SHOWER FINISH SCHEDULE				DRAWING #: P954052A	
	DIMENSIONS ARE +/- 1/4" EXCEPT AS NOTED		MATERIAL: N/A	DRAWN BY: E.L.G.	DATE: 6/02/95	REV. #: G
			SCALE: NONE		STANDARD DWG. 9/8/15	

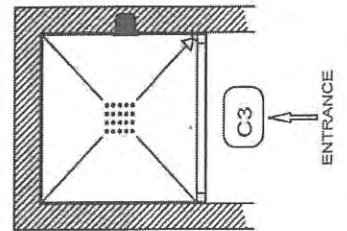
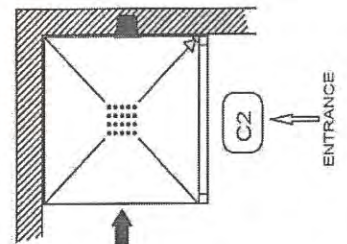
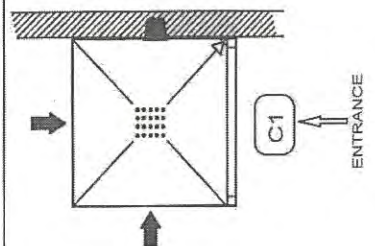
BACK CHASE:



LEFT HAND CHASE:



RIGHT HAND CHASE:



SPECIFY

BOX INDICATES PLUMBING CHASE. 1/2" (13mm) SUPPLY(S) AND 2" (51mm) WASTE BY OTHERS. (TYP.)

ARROW INDICATES POLISHED EXTERIOR SURFACE. ALL CABINETS FURNISHED WITH FRONT AND INTERIOR OF CABINET POLISHED; CHASE SIDE AND TOP ARE UNFINISHED.

Willoughby Industries, Inc.

Stainless Steel and Solid Surface
Plumbing Fixture Products and Accessories



September 6, 2018

Re: Buy America Act for Willoughby Manufactured Products

To Whom It May Concern:

Per your request, all products manufactured by Willoughby Industries are made in the USA and comply with the Buy America Act.

Sincerely yours,
WILLOUGHBY INDUSTRIES, INC.

Rick Lewis
National Sales Manager

Willoughby Industries, Inc.

Stainless Steel and Solid Surface
Plumbing Fixture Products and Accessories



WARRANTY

With respect to goods manufactured by Willoughby, Willoughby warrants the goods to be free from defects in materials and workmanship under normal use and service for one year from the date of shipment; and Willoughby will replace or repair, at its option, any goods which are found defective in material or workmanship within said one-year period from date of shipment upon notification by Buyer identifying each and every defect. Willoughby's obligation with respect to such goods shall be limited to replacement or repair, F.O.B. Indianapolis, Indiana, and in no event shall Willoughby be liable for consequential or special damages, or for transportation, installation, adjustment, replacement or other expenses which may arise in connection with such goods. Any misuse or abuse of the goods voids this limited warranty.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5105 West 78th Street, Indianapolis, IN 46268
(317) 638-2381 (800) 428-4065 Fax (317) 638-6110
Visit our Website at: www.willoughby-ind.com

WILLOUGHBY INDUSTRIES, INC. TERMS AND CONDITIONS

1. ACCEPTANCE. This order is accepted subject to the following terms and conditions. Conditions stated by buyer in any other communication, prior or subsequent hereto, shall not be binding on Willoughby Industries (hereafter referred to as "Willoughby") if in conflict with or in addition to any of the provisions of these terms and conditions, unless expressly agreed to in writing by Willoughby. Unless otherwise expressed in writing, placement of any order by Buyer or acceptance by Buyer of any goods provided hereunder shall constitute acceptance of the terms and conditions stated herein.
2. ALTERATION OF TERMS. Changes in the terms and conditions herein shall not be binding on Willoughby unless made in writing and executed by a duly authorized officer of Willoughby; and any representations given by any sales representative, employee or agent of Willoughby inconsistent with those Terms and Conditions shall not be binding on Willoughby.
3. PAYMENT. Upon tender of delivery by Willoughby of goods or merchandise to a carrier for transportation, payment is due from Buyer net 20 days unless otherwise stated. All past due accounts are subject to interest thereon at the rate of 12% per month, and Buyer shall reimburse Willoughby for any costs of collection incurred in collecting any past due sums, including court fees, out-of-pocket expenses, and attorneys' fees.
4. SHIPMENT, RISK OF LOSS AND INDEMNIFICATION. Buyer shall accept the goods F.O.B. Willoughby's facility, Indianapolis, Indiana. Method and route of shipment are at Willoughby's discretion, unless Buyer supplies explicit instructions otherwise. Willoughby shall tender delivery of all goods to a carrier for transportation to Buyer's designated shipment destination, but all costs of transportation shall be borne by Buyer (unless specified otherwise on the face hereof), and all risk of loss shall pass to Buyer when the goods are made available to the carrier at Willoughby's facility including all risk of loading and transportation. All claims for loss, damage or delay against the carrier must be made by Buyer.
5. DELAYS AND DAMAGES. Willoughby shall endeavor as far as practicable to make deliveries in accordance with this order, but if for any cause Willoughby shall fail to make such deliveries or fail to do so within the time stated in the order, or shall cancel any such orders, Willoughby shall not be liable for any loss or damage resulting from any such failure or delay in delivery or from cancellation of any order or for loss of use or loss of profits.
6. INSPECTION. Buyer shall have the right to inspect all goods tendered for delivery at the place of destination before delivery is considered complete.
7. REJECTION OF NONCONFORMING GOODS. Any rejection of goods for being nonconforming must be made within ten (10) days after their delivery at the place of destination by immediately notifying Willoughby and confirming in writing the rejection. Such notification shall identify each and every alleged nonconformity of the goods, and describe that portion of the shipment being rejected. Willoughby shall then respond with instructions as to the disposition of the goods. If Buyer shall fail to give such notice or if Buyer uses the goods in any manner inconsistent with the rights of Willoughby, the goods shall be deemed to conform with the terms of the contract, and Buyer shall be bound to accept and pay for the goods in accordance with the terms hereof.
8. CANCELLATION. An order accepted by Willoughby may be cancelled by Buyer only upon the written approval of Willoughby and upon terms that indemnify Willoughby against loss.
9. NO WARRANTY AS TO RESALE ITEMS. With respect to resale items not manufactured by Willoughby, WILLOUGHBY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH RESALE ITEMS OR FOR CONSEQUENTIAL DAMAGES. The Buyer's sole warranty shall be given by the original manufacturer of said resale items.
10. LIMITED WARRANTY AND LIMITATION OF REMEDY AND DAMAGES FOR GOODS MANUFACTURED BY WILLOUGHBY. With respect to goods manufactured by Willoughby, Willoughby warrants the goods to be free from defects in materials and workmanship under normal use and service for one year from the date of shipment; and Willoughby will replace or repair, at its option, any goods which are found defective in material or workmanship within said one-year period from date of shipment upon notification by Buyer identifying each and every defect. Willoughby's obligation with respect to such goods shall be limited to replacement or repair. F.O.B. Indianapolis, Indiana and in no event shall Willoughby be liable for consequential or special damages, or for transportation, installation, adjustment, replacement or other expenses which may arise in connection with such goods. Any misuse or abuse of the goods voids this limited warranty. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
11. INDEMNIFICATION. Buyer shall indemnify and hold harmless Willoughby and its agents from any claims, damages or expenses, including reasonable attorneys' fees, arising or alleged to arise in whole or in part from (1) any asserted deficiencies or defects in the goods caused by any alteration thereof made by Buyer with or without Willoughby's consent or any improper handling or storage by Buyer, (2) any breach of any terms stated herein, or (3) any act or omission of Buyer, irrespective of whether or not such claim, damage or expense is caused or alleged to be caused, in part by Willoughby's joint, several or comparative, but not sole negligence, breach of contract or warranty, or any other breach of duty of Willoughby, whether asserted under a strict or other product liability theory or any other legal theory.
12. NON-PERFORMANCE. Neither party hereto shall be liable to the other for failure to perform its obligations hereunder, in whole or in part, when performance is prevented by flood, drought, fire or any other casualty, war, riot, insurrection, acts of God, restrictions or interferences by any government or governmental agency, strike, work stoppage or slowdown, and any causes beyond the control of the party so failing to perform.
13. ARBITRATION. Any claim or controversy arising out of or relating to this agreement shall be settled finally and exclusively before a single arbitrator in Indianapolis, Indiana, under the Uniform Arbitration Act. In Code § 34-4-2-1, the Federal Arbitration Act. 9 U.S.C. § 1, and the auspices of the American Arbitration Association. All costs and expenses of the arbitration, including actual attorneys' fees, shall be allocated among the parties according to the arbitrator's discretion. Proceeding to arbitration and obtaining an award thereunder shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any dispute arising under this agreement, except for the institution of a civil action to maintain the status quo during the pendency of any arbitration proceeding. Any and all actions which may be brought in court for any claim or controversy arising under this agreement shall be filed and maintained only in a state or federal court of appropriate jurisdiction sitting in the State of Indiana.
14. SEVERABILITY. In the event that any provision of these Terms and Condition shall be found to be invalid or unenforceable, the remaining portions of these Terms and Conditions shall remain in full force and effect as if the invalid or unenforceable portion were not a part hereof. Should the severance of any portion of these Terms and Conditions affect a material right or obligation of a party, the party so affected may terminate this agreement.
15. NO WAIVER. The failure to enforce at any time any of the provisions, rights or elections provided in these Terms and Conditions, irrespective of any previous action or proceeding taken by it, shall in no way be considered (i) a waiver of those or any other provisions, right or elections (ii) to affect the validity of this Agreement, or (iii) to preclude or prejudice the exercise of the same or any other provision, right or election it may have hereunder.
16. CONTRACT. This order and these Terms and Conditions shall be a contract made and entered into in the State of Indiana and shall be governed by the laws of the State of Indiana; notwithstanding any state's choice of law rules to the contrary.



REQUEST FOR INFORMATION

Return Answer to: Bill Coyne, Project Manager, BRH CO INC.
 (T) 732.493.2300 (F) 732.493.2305
 (E) bcoyne@bharveyco.com

DATE: 11.21.19

RFI: 37

PROJECT: Oceanport New Municipal Complex
Oceanport, NJ 07757

RFI REQUESTED BY:

Contractor: PREFERRED PLUMBING
 Trade / Other:

REFER TO:

Drawing: P-1.2
 Spec Section:

Will RFI cause change to contract value? YES NO X TBD

Will RFI cause change to contract time? YES NO X TBD

DESCRIPTION OF RFI:

Please see the attached RFI from Preferred Plumbing requesting clarification on the plumbing fixture SH.

Attached:

REQUESTOR'S RECOMMENDED SOLUTION:

REQUEST BY: Bill Coyne, BENJAMIN R. HARVEY CO.

SIGNATURE: *Bill Coyne*

RESPONSE:

ANSWERED BY:

DATE:



Preferred Plumbing, LLC

18 Madison Street
Keyport NJ 07735
732 583-0400

License: 36B100739700

Fax: 732 583-3334

Request For Information

RFI # 2

Date of Request: 11/19/2019

From: Phillip Bailey

Response Requested By: ASAP

To: Benjamin R. Harvey Co., Inc.
9 Cindy Lane

Phone: 973-761-4550

Fax:

Contract: 1994

Project: 123

Oceanport Municipal Complex
901 & 977 Murphey Drive
Oceanport NJ 07757

Attention: Bill Coyne

Drawing & Spec Section:

You are hereby invited to provide information on the following items.

Information must be received prior to

to be considered.

Attachments: ☐

☐ Potential Change in
Project Schedule

☐ May require a
Change Order

☐ Requires a Change
of Plans/Specifications

On DWG P-1.2, Police BLDG, in Processing Room, plumbing fixture SH is shown. Is this fixture to be SH ADA as shown on the schedule? If so is the shower seat to be left or right hand? Please Advise.

Response:

The shower fixture in the Processing room (SH) is not the same as the SH ADA. The fixture type SH was added to the fixture schedule in revision number 4 dated 10/29/19, refer to the attached drawing.

Shower fixture SH ADA is located in the OEM Workroom. The seat is to be located on the right side in the women's room and on the left side in the men's room. This was also part of revision number 4.

Lou Riccardi
Omdex, Inc.
11/21/19

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #10 TO THE BENJAMIN R. HARVEY CO.
CONTRACT FOR THE GENERAL CONTRACT FOR THE RENOVATION OF
EXISTING BUILDINGS FOR THE BOROUGH'S NEW MUNICIPAL COMPLEX**

**Resolution #2020-101
03/19/20**

WHEREAS, pursuant with adoption of Resolution #2019-171, the Borough of Oceanport awarded a contract to Benjamin R. Harvey Co., Inc. for the General Contract of the new municipal complex improvements project for the original sum of \$6,574,000.00; and

WHEREAS, Change Order #1 authorized an increase in the total contract amount to Six Million Six Hundred Five Thousand Eight hundred seventy-four dollars and sixty-six cents (\$6,605,874.66); and

WHEREAS, Change Order #2 authorized an increase in the total contract amount to Six Million Six Hundred Six Thousand Nine-hundred Ninety-three dollars and sixty-six cents (\$6,606,993.66); and

WHEREAS, Change Order #3 authorized an increase in the total contract amount to Six Million Six Hundred Sixteen Thousand Eight-hundred Fifty dollars and sixty-six cents (\$6,616,850.66); and

WHEREAS, Change Order #4 authorized an increase in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,647,064.66); and

WHEREAS, Change Order #5 authorized a decrease in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,646,439.66); and

WHEREAS, Change Order #6 authorized an increase in the total contract amount to Six Million Six Hundred Fifty-Six Thousand Twenty dollars and ninety cents (\$6,656,020.90); and

WHEREAS, Change Order #7 authorized a \$12,822.62 increase in the total contract amount to Six Million Six Hundred Sixty-eight Thousand Eight Hundred Forty-three dollars and fifty-two cents (\$6,668,843.52); and

WHEREAS, Change Order #8 authorized a \$22,500.00 decrease in the total contract amount to Six Million Six Hundred Forty-six Thousand Three Hundred Forty-three dollars and fifty-two cents (\$6,646,343.52); and

WHEREAS, Change Order #9 authorized a \$17,828.78 increase in the total contract amount to Six Million Six Hundred Sixty-four Thousand One Hundred Seventy-two dollars and thirty cents (\$6,664,172.30); and

WHEREAS, there is a need to demolish and remove an existing utility pole and bollards from the driveway at the police building; and

WHEREAS, The Goldstein Partnership has provided a detailed Change Order Request dated March 3, 2020 for Change Order #10 of the Contract to effectuate the changes in project scope for an increase of Five thousand Three hundred seventy one dollars and thirty-eight cents (\$5,371.38) for a total contract in the amount of Six Million Six Hundred Sixty-nine Thousand Five Hundred Forty-three dollars and sixty-eight cents (\$6,669,543.68); and

WHEREAS, the Borough Administrator has recommended the proposed scope change for the project as necessary for the project.

WHEREAS, available funds for Change Order #10 have been certified by the Chief Financial Officer from Account #04-215-55-474-007.

WHEREAS, based on the foregoing, the Governing Body has determined that it is necessary and appropriate to approve Change Order #10, in the amount of \$5,371.38.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport as

follows:

1. Change Order #10 to increase the contract between the Borough of Oceanport and Benjamin R. Harvey Co., Inc. by \$5,371.38 is hereby approved.
2. The Borough Administrator is hereby authorized to sign the change order on behalf of the Borough.
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, have ascertained that there are sufficient uncommitted funds in Account #04-215-55-474-009 not to exceed \$5,371.38 for the above referenced contract change order.



Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-101 was adopted by the Oceanport Governing Body at the Regular Meeting held March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

CHANGE ORDER

Project: New Municipal Complex
BOROUGH OF OCEANPORT
Oceanport, NJ 07757

Change Order # General 10
Initiation Date: 3/3/20
Architect's Ref: OMB
Contract No.:
Contract Date: 10/21/19
Constr. Period: 365

Copies:
copiesVar

Contractor: William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

You are directed to make the following changes in this Contract:

REMOVE EXISTING POLE AND BOLLARDS:

Demolish and remove existing utility pole and bollards in police driveway.

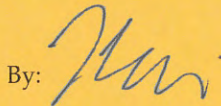
Add \$ 5,371.38

The original Contract Sum.....	\$	6,574,000.00
Net change by previously authorized Change Orders.....	\$	90,172.16
The Contract Sum prior to this Change Order was.....	\$	6,664,172.16
The Contract Sum will be changed by this Change Order.....	\$	5,371.38
The new Contract Sum including this Change Order will be.....	\$	6,669,543.54
The Contract Time will be changed by.....		days
The total change in the Date of Substantial Completion as of this C.O. is therefore.....		00.00 days

Authorized by ARCHITECT
Laura Berwind, RA
THE GOLDSTEIN PARTNERSHIP
515 Valley St., Suite 110, Maplewood,
NJ 07040

Authorized by: OWNER
Donna Phelps, B.A.
BOROUGH OF OCEANPORT
315 East Main Street
Oceanport, NJ 07757

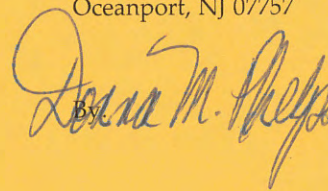
By:



Date:

3/10/20

By:

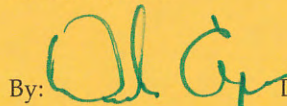


Date:

3-10-2020

Agreed to by CONTRACTOR
William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

By:



Date:

3.10.20



CHANGE ORDER REQUEST

PROJECT: OCEANPORT
NEW MUNICIPAL COMPLEX

DATE: 12/30/2019

COR #: 6

DESCRIPTION OF WORK: UTILITY POLE REMOVAL

CONTRACTOR : BENJAMIN R. HARVEY CO., INC.

SUB -CONTRACTOR : ROSARIO DEMOLITION

AMOUNT

Item #1

COST BREAKDOWNS: REMOVE & DISPOSE OF SITE UTILITY POLE, STEEL BOLLARDS AND SIGNAGE IN POLICE BUILDING DRIVEWAY \$4,800.00

(Please see attached Backup from ROSARIO DEMOLITION.)

COST BREAKDOWNS: REMOVE & DISPOSE OF (2) TELE DATA WIRES TO NEAREST POLE \$979.00

(Please see attached Backup from Little Silver Electric)

WORK SUBTOTAL	\$5,779.00
BRH PROFIT 5%	\$288.95
SUB TOTAL	\$6,067.95
BRH OVERHEAD 5%	\$303.40
SUB TOTAL	\$6,371.35
BOND 1.5%	\$95.57
SUB TOTAL	\$6,466.92

TOTAL CHANGE ORDER REQUEST:

\$6,466.92

UPON MUTUAL ACCEPTANCE OF THIS CHANGE ORDER REQUEST THE ARCHITECT WILL ISSUE A FORMAL SUPPLEMENT/SUPPLEMENTARY AGREEMENT

SIGNATURE FOR APPROVAL: _____

DATE: _____

ROSARIO DEMOLITION BACKUP



ROSARIO CONTRACTING CORP.

MBE-SBE CLASSIFIED

BONDED & INSURED

To:**William Coyne**

Benjamin R. Harvey Company

9 Cindy Lane Ocean NJ 07712

732-493-2300 Ex25

Fax 732-493-2305

Cell 732-673-2021

cpolizzi@bharveyco.com

Date: December 30, 2019

RE: Oceanport Municipal Complex

Rosario Contracting Corp (RCC) will supply labor, material and equipment for the following:

Scope**Demolish and Dispose of existing Telephone Pole**

1. Cut and Remove Upper Portion of Pole
2. Excavate and or pull out lower portion of pole. Not to exceed 20' burial
3. Fill excavation or hole with ¾" clean blue stone
4. Re establish ground surrounding pole to existing condition
5. Dispose of pole and excess materials as necessary

Exclusions

- All MEP disconnects by others.
- No hazardous material removal.
- No coring.
- Not responsible for any permits.

Notes**Rosario Contracting Corp. will perform the above services for the sum of:****Four thousand eight hundred dollars****\$ 4,800.00**

PAYMENT TERMS: 10% upon mobilization
Balance due on completion

The terms of this proposal will be void in thirty (30) days.

Thank you for the opportunity to submit this proposal. Any questions, please contact Joe Rosario @ 732-768-5669.

Regards,

Rosario Contracting

Date

Benjamin R. Harvey Co.

Date

P.O. BOX 420
LONG BRANCH, NJ
07740
USA

PHONE 732-222-1455
FAX 732-222-4155
EMAIL rosariomazzacorp@aol.com
WEB SITE rosariocontracting.com

LITTLE SILVER ELECTRIC BACKUP



RFI 22





REQUEST FOR INFORMATION

Return Answer to: **Bill Coyne, Project Manager, BRH CO INC.**
 (T) 732.493.2300 (F) 732.493.2305
 (E) bcoyne@bharveyco.com

DATE: 11.05.19

RFI: 22

PROJECT: Oceanport New Municipal Complex
Oceanport, NJ 07757

RFI REQUESTED BY:

Contractor: **BRH**
 Trade / Other:

REFER TO:

Drawing:
 Spec Section:

Will RFI cause change to contract value? **TBD**

Will RFI cause change to contract time? **TBD**

DESCRIPTION OF RFI:

Please see attached PDF file with Existing Conditions Plan overlaid on Proposed Construction Plan. There is a very large Utility Pole located in the proposed roadway. Please advise on what you would like to have done with this condition.

Attached:

REQUESTOR'S RECOMMENDED SOLUTION:

REQUEST BY: Bill Coyne, BENJAMIN R. HARVEY CO.

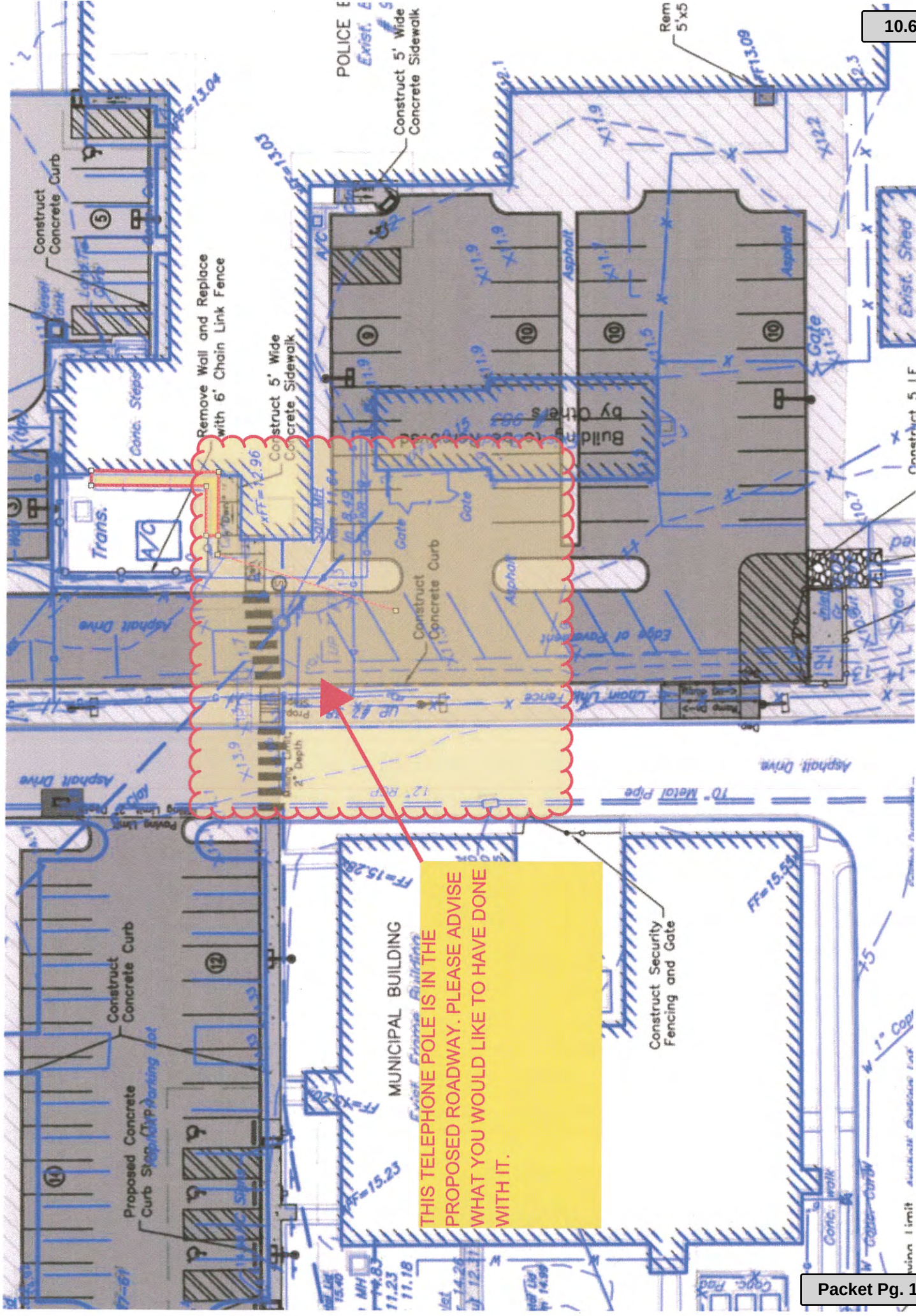
SIGNATURE: *Bill Coyne*

RESPONSE:

This pole can be removed.

ANSWERED BY: TWP

DATE: 11/13/19



**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #11 TO THE BENJAMIN R. HARVEY CO.
CONTRACT FOR THE GENERAL CONTRACT FOR THE RENOVATION OF
EXISTING BUILDINGS FOR THE BOROUGH'S NEW MUNICIPAL COMPLEX**

**Resolution #2020-102
03/19/20**

WHEREAS, pursuant with adoption of Resolution #2019-171, the Borough of Oceanport awarded a contract to Benjamin R. Harvey Co., Inc. for the General Contract of the new municipal complex improvements project for the original sum of \$6,574,000.00; and

WHEREAS, Change Order #1 authorized an increase in the total contract amount to Six Million Six Hundred Five Thousand Eight hundred seventy-four dollars and sixty-six cents (\$6,605,874.66); and

WHEREAS, Change Order #2 authorized an increase in the total contract amount to Six Million Six Hundred Six Thousand Nine-hundred Ninety-three dollars and sixty-six cents (\$6,606,993.66); and

WHEREAS, Change Order #3 authorized an increase in the total contract amount to Six Million Six Hundred Sixteen Thousand Eight-hundred Fifty dollars and sixty-six cents (\$6,616,850.66); and

WHEREAS, Change Order #4 authorized an increase in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,647,064.66); and

WHEREAS, Change Order #5 authorized a decrease in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,646,439.66); and

WHEREAS, Change Order #6 authorized an increase in the total contract amount to Six Million Six Hundred Fifty-Six Thousand Twenty dollars and ninety cents (\$6,656,020.90); and

WHEREAS, Change Order #7 authorized a \$12,822.62 increase in the total contract amount to Six Million Six Hundred Sixty-eight Thousand Eight Hundred Forty-three dollars and fifty-two cents (\$6,668,843.52); and

WHEREAS, Change Order #8 authorized a \$22,500.00 decrease in the total contract amount to Six Million Six Hundred Forty-six Thousand Three Hundred Forty-three dollars and fifty-two cents (\$6,646,343.52); and

WHEREAS, Change Order #9 authorized a \$17,828.78 increase in the total contract amount to Six Million Six Hundred Sixty-four Thousand One Hundred Seventy-two dollars and thirty cents (\$6,664,172.30); and

WHEREAS, Change Order #10 authorized a \$5,371.38 increase in the total contract amount to Six Million Six Hundred Sixty-nine Thousand Five Hundred Forty-three dollars and sixty-eight cents (\$6,669,543.68); and

WHEREAS, there is a need for additional masonry walls in cell block that will require demolition and removal of existing metal cell walls/bars and surround furring and finish and install new CMU block walls in same locations at the police building; and

WHEREAS, The Goldstein Partnership has provided a detailed Change Order Request dated March 3, 2020 for Change Order #11 of the Contract to effectuate the changes in project scope for an increase of Twenty-eight thousand One hundred forty three dollars and seventy-nine cents (\$28,143.79) for a total contract in the amount of Six Million Six Hundred Ninety-seven Thousand Six Hundred Eighty-seven dollars and forty-seven cents (\$6,697,687.47); and

WHEREAS, the Borough Administrator has recommended the proposed scope change for the project as necessary for the project.

WHEREAS, available funds for Change Order #11 have been certified by the Chief Financial Officer from Account #04-215-55-474-007.

WHEREAS, based on the foregoing, the Governing Body has determined that it is necessary and appropriate to approve Change Order #11, in the amount of \$28,143.79.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport as follows:

1. Change Order #11 to increase the contract between the Borough of Oceanport and Benjamin R. Harvey Co., Inc. by \$28,143.79 is hereby approved.
2. The Borough Administrator is hereby authorized to sign the change order on behalf of the Borough.
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, have ascertained that there are sufficient uncommitted funds in Account #04-215-55-474-009 not to exceed \$28,143.79 for the above referenced contract change order.



Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-102 was adopted
by the Oceanport Governing Body at the Regular Meeting held
March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

CHANGE ORDER

Project: New Municipal Complex
BOROUGH OF OCEANPORT
Oceanport, NJ 07757

Change Order # General 11
Initiation Date: 3/3/20
Architect's Ref: OMB
Contract No.:
Contract Date: 10/21/19
Constr. Period: 365

Copies:
copiesVar

Contractor: William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

You are directed to make the following changes in this Contract:

ADDITIONAL MASONRY WALLS IN CELL BLOCK:

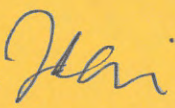
Demolish and remove existing metal cell walls/bars and surround furring and finish. Install new CMU block walls in same locations

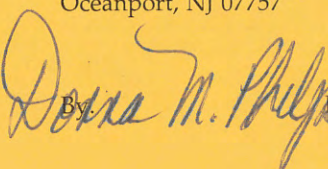
Add \$ 28,143.79

The original Contract Sum.....	\$	6,574,000.00
Net change by previously authorized Change Orders.....	\$	95,543.54
The Contract Sum prior to this Change Order was.....	\$	6,669,543.54
The Contract Sum will be changed by this Change Order.....	\$	28,143.79
The new Contract Sum including this Change Order will be.....	\$	6,697,687.33
The Contract Time will changed by.....		days
The total change in the Date of Substantial Completion as of this C.O. is therefore.....		00.00 days

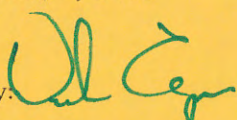
Authorized by ARCHITECT
Laura Berwind, RA
THE GOLDSTEIN PARTNERSHIP
515 Valley St., Suite 110, Maplewood,
NJ 07040

Authorized by: OWNER
Donna Phelps, B.A.
BOROUGH OF OCEANPORT
315 East Main Street
Oceanport, NJ 07757

By:  Date: 3/10/20

By:  Date: 3-10-2020

Agreed to by CONTRACTOR
William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

By:  Date: 3.10.20



BEN HARVEY

CONSTRUCTION

CHANGE ORDER REQUEST

PROJECT: OCEANPORT
NEW MUNICIPAL COMPLEX

DATE: 1/16/2019
COR #: 53

DESCRIPTION OF WORK: Demolish and Rebuild Walls Where Existing Jail Cells Were Not Detailed to be Demolished and New Masonry Walls were Detailed as Existing

CONTRACTOR : BENJAMIN R. HARVEY CO., INC.

SUB -CONTRACTOR : Rosario Demolition & Coastal Concrete Services

AMOUNT

Item #1

COST BREAKDOWNS: Furnish and Install New Masonry Walls not Scheduled on Drawings \$19,750.00
(Please see attached Backup from Coastal Concrete Services)

Item #2

COST BREAKDOWNS: Remove Existing Jail Cells not Scheduled for Removal \$5,400.00
(Please see attached Backup from Rosario Demolition)

WORK SUBTOTAL	\$25,150.00
BRH PROFIT 5%	\$1,257.50
SUB TOTAL	\$26,407.50
BRH OVERHEAD 5%	\$1,320.38
SUB TOTAL	\$27,727.88
BOND 1.5%	\$415.92
SUB TOTAL	\$28,143.79

TOTAL CHANGE ORDER REQUEST: \$28,143.79

UPON MUTUAL ACCEPTANCE OF THIS CHANGE ORDER REQUEST THE ARCHITECT WILL ISSUE A FORMAL SUPPLEMENT/SUPPLEMENTARY AGREEMENT

SIGNATURE FOR APPROVAL: _____ **DATE:** _____

COASTAL BACKUP



COASTAL

CONCRETE SERVICES

1016 HIGHWAY 33, FREEHOLD NJ 07728
P: 732-432-4000 | F: 732-432-4903

CO #1 / Oceanport Municipal Bldg - Masonry

Date: <u>January 16, 2020</u>	Attn: <u>Bill Coyne</u>
Customer: <u>Benjamin R. Harvey Co., Inc</u>	Fax No: <u>732-493-2305</u>
Street Address: <u>9 Cindy Lane</u>	Work No: <u>732-493-2300</u>
City/State/Zip: <u>Ocean NJ 07712</u>	Email: _____

The subcontractor proposes hereby to furnish all listed material and labor necessary for the completion of the following job specifications:

1. Install additional cmu walls in jail cell area

Total: \$ 19,750.00

Payment schedule as follows: Net 30

All material is guaranteed to be as specified and the work will be completed in a workmanlike manner in accordance to specifications. Any and all alterations or deviations from the stated specifications involving extra costs and materials will be executed only upon written orders. These changes turn into an extra charge, over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond contractor's control. Owner of property is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. All Labor is to be non-union-open shop.

Submitted By:
Coastal Concrete Services LLC
1016 Highway 33
Freehold, NJ 07728

P | 732-432-4000
F | 732-432-4903

Acceptance of Change Order

As stated in the above specifications. The costs, materials, and specifications are satisfactory and are hereby accepted. I authorized the contractor to perform the work as specified and payments will be made as summarize above.

Customer Signature: _____

Date: _____

ROSARIO BACKUP



ROSARIO CONTRACTING CORP.

MBE-SBE CLASSIFIED

BONDED & INSURED

To:**William Coyne**

Benjamin R. Harvey Company

9 Cindy Lane Ocean NJ 07712

732-493-2300 Ex25

Fax 732-493-2305

Cell 848-207-6190

RE: Oceanport Municipal Complex – Police Building

Rosario Contracting Corp (RCC) will supply labor, material and equipment for the following:

Scope**Remove Steel Jail Cells and Bars not scheduled to be demolished**

1. Demolition and Removal of Perimeter Wood framed walls
2. Equipment Includes:
 - Demolition saws blades, equipment
 - Torches/Gas
 - Labor

Exclusions

- All MEP disconnects by others.
- No hazardous material removal.
- No coring.
- No backfill.
- Not responsible for any permits.

Notes

Any material changes, such as but not limited to, removal of scrap metal, aluminum, copper and adding extra debris on site, will cause an increase in bid price.

Rosario Contracting Corp. will perform the above services for the sum of:**Five Thousand Four Hundred Dollars****\$ 5,400.00**

PAYMENT TERMS: 10% upon mobilization
Balance due on completion

The terms of this proposal will be void in thirty (30) days.

Thank you for the opportunity to submit this proposal. Any questions, please contact Joe Rosario @ 732-768-5669.

Regards,

Rosario Contracting_____
Date_____
Benjamin R. Harvey Co._____
Date

P.O. BOX 420
LONG BRANCH, NJ
07740
USA

PHONE 732-222-1455
FAX 732-222-4155
EMAIL rosariomazzacorp@aol.com
WEB SITE rosariocontracting.com

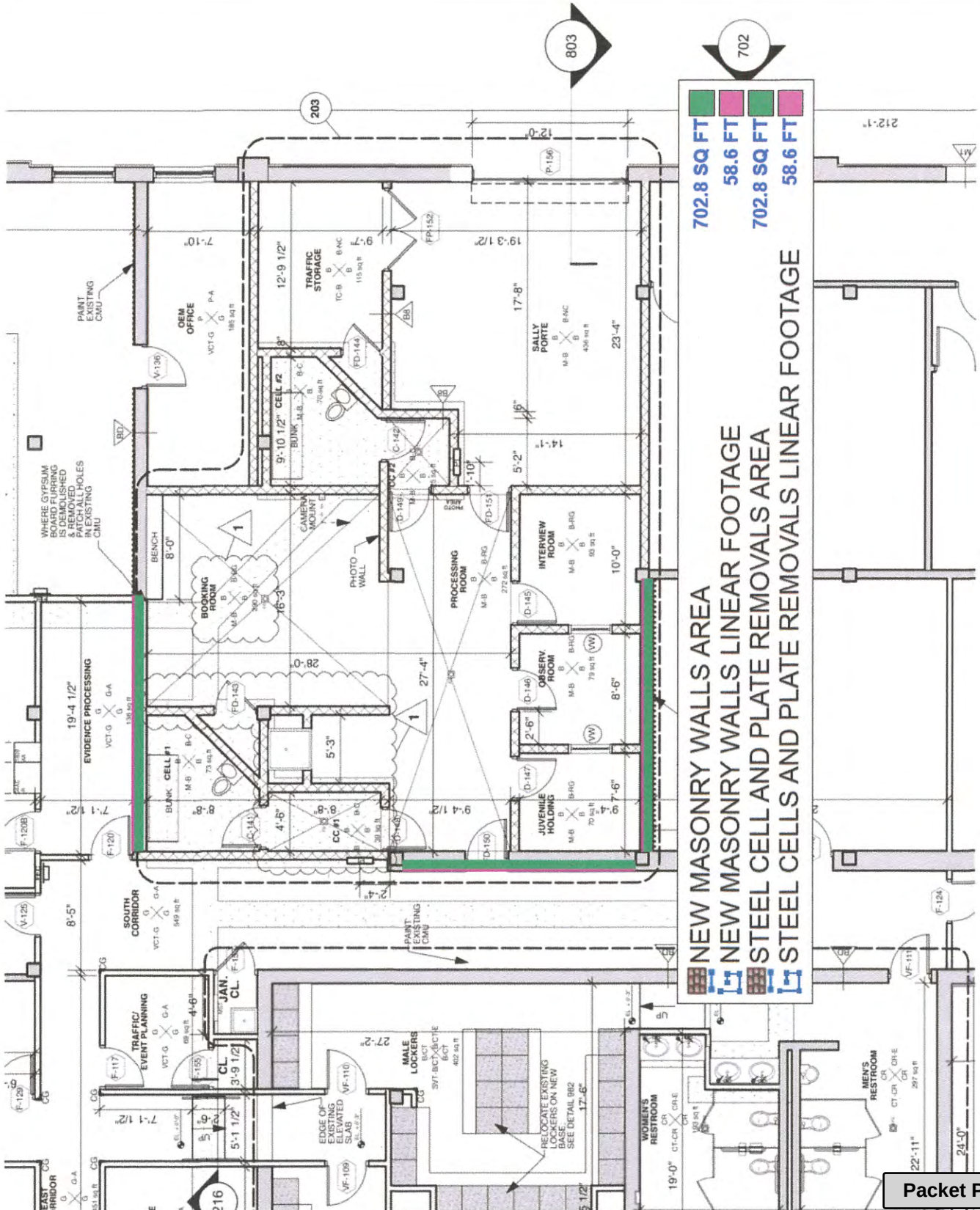
PLEX PORT

THE GOLDSTEIN PARTNERSHIP ARCHITECTS

515 VALLEY STREET, SUITE 110, MAPLEWOOD, NJ 07040

WWW.GOLDSTEIN-ARCHITECTS.COM
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ELIOT WARRE
NJ LIC#





**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #12 TO THE BENJAMIN R. HARVEY CO.
CONTRACT FOR THE GENERAL CONTRACT FOR THE RENOVATION OF
EXISTING BUILDINGS FOR THE BOROUGH'S NEW MUNICIPAL COMPLEX**

**Resolution #2020-103
03/19/20**

WHEREAS, pursuant with adoption of Resolution #2019-171, the Borough of Oceanport awarded a contract to Benjamin R. Harvey Co., Inc. for the General Contract of the new municipal complex improvements project for the original sum of \$6,574,000.00; and

WHEREAS, Change Order #1 authorized an increase in the total contract amount to Six Million Six Hundred Five Thousand Eight hundred seventy-four dollars and sixty-six cents (\$6,605,874.66); and

WHEREAS, Change Order #2 authorized an increase in the total contract amount to Six Million Six Hundred Six Thousand Nine-hundred Ninety-three dollars and sixty-six cents (\$6,606,993.66); and

WHEREAS, Change Order #3 authorized an increase in the total contract amount to Six Million Six Hundred Sixteen Thousand Eight-hundred Fifty dollars and sixty-six cents (\$6,616,850.66); and

WHEREAS, Change Order #4 authorized an increase in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,647,064.66); and

WHEREAS, Change Order #5 authorized a decrease in the total contract amount to Six Million Six Hundred Forty-Seven Thousand Sixty-four dollars and sixty-six cents (\$6,646,439.66); and

WHEREAS, Change Order #6 authorized an increase in the total contract amount to Six Million Six Hundred Fifty-Six Thousand Twenty dollars and ninety cents (\$6,656,020.90); and

WHEREAS, Change Order #7 authorized a \$12,822.62 increase in the total contract amount to Six Million Six Hundred Sixty-eight Thousand Eight Hundred Forty-three dollars and fifty-two cents (\$6,668,843.52); and

WHEREAS, Change Order #8 authorized a \$22,500.00 decrease in the total contract amount to Six Million Six Hundred Forty-six Thousand Three Hundred Forty-three dollars and fifty-two cents (\$6,646,343.52); and

WHEREAS, Change Order #9 authorized a \$17,828.78 increase in the total contract amount to Six Million Six Hundred Sixty-four Thousand One Hundred Seventy-two dollars and thirty cents (\$6,664,172.30); and

WHEREAS, Change Order #10 authorized a \$5,371.38 increase in the total contract amount to Six Million Six Hundred Sixty-nine Thousand Five Hundred Forty-three dollars and sixty-eight cents (\$6,669,543.68); and

WHEREAS, Change Order #11 authorized a \$28,143.79 increase in the total contract to Six Million Six Hundred Ninety-seven Thousand Six Hundred Eighty-seven dollars and forty-seven cents (\$6,697,687.47); and

WHEREAS, there is a need to furnish and install a NJAWC Hot Box per the NJAWC standards including required electric, fire alarm, tamper switch and flow switch and to extend new water line and sewer lines into the DPW building; and

WHEREAS, The Goldstein Partnership has provided a detailed Change Order Request dated March 3, 2020 for Change Order #12 of the Contract to effectuate the changes in project scope for an increase of Sixty-nine thousand Seven hundred forty four dollars and fifty cents (\$69,744.50) for a total contract in the amount of Six Million Seven Hundred Sixty-seven Thousand Four Hundred Thirty-one dollars and ninety-seven cents (\$6,767,431.97); and

WHEREAS, the Borough Administrator has recommended the proposed scope change for the project as necessary for the project.

WHEREAS, available funds for Change Order #12 have been certified by the Chief Financial Officer from Account #04-215-55-474-007.

WHEREAS, based on the foregoing, the Governing Body has determined that it is necessary and appropriate to approve Change Order #12, in the amount of \$69,744.50.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport as follows:

1. Change Order #12 to increase the contract between the Borough of Oceanport and Benjamin R. Harvey Co., Inc. by \$69,744.50 is hereby approved.
2. The Borough Administrator is hereby authorized to sign the change order on behalf of the Borough.
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, have ascertained that there are sufficient uncommitted funds in Account #04-215-55-474-009 not to exceed \$69,744.50 for the above referenced contract change order.



Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-103 was adopted by the Oceanport Governing Body at the Regular Meeting held March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

CHANGE ORDER

Project: New Municipal Complex
BOROUGH OF OCEANPORT
Oceanport, NJ 07757

Change Order # General 12
Initiation Date: 3/3/20
Architect's Ref: OMB
Contract No.:
Contract Date: 10/21/19
Constr. Period: 365

Copies:
copiesVar

Contractor: William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

You are directed to make the following changes in this Contract:

NJAWC HOT BOX:

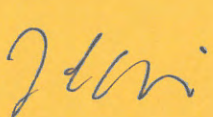
Furnish and install hot box and piping per the NJAWC standards including required electric, fire alarm, tamper switch, and flow switch. Extend new water and sewer lines into the DPW building

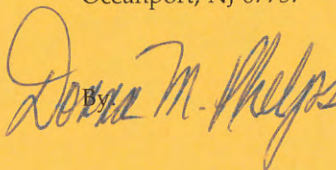
Add \$ 69,744.50

The original Contract Sum.....	\$	6,574,000.00
Net change by previously authorized Change Orders.....	\$	123,687.33
The Contract Sum prior to this Change Order was.....	\$	6,697,687.33
The Contract Sum will be changed by this Change Order.....	\$	69,744.50
The new Contract Sum including this Change Order will be.....	\$	6,767,431.83
The Contract Time will changed by.....		days
The total change in the Date of Substantial Completion as of this C.O. is therefore.....		00.00 days

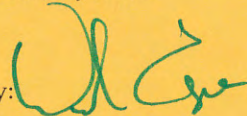
Authorized by ARCHITECT
Laura Berwind, RA
THE GOLDSTEIN PARTNERSHIP
515 Valley St., Suite 110, Maplewood,
NJ 07040

Authorized by: OWNER
Donna Phelps, B.A.
BOROUGH OF OCEANPORT
315 East Main Street
Oceanport, NJ 07757

By:  Date: 3/10/20

By:  Date: 3-10-2020

Agreed to by CONTRACTOR
William Coyne
BEN HARVEY CONSTRUCTION
9 Cindy Lane
Ocean, NJ 07712

By:  Date: 3.10.20



BEN HARVEY

CONSTRUCTION

CHANGE ORDER REQUEST

PROJECT: OCEANPORT
NEW MUNICIPAL COMPLEX

DATE: 2/5/2020
COR #: 5

DESCRIPTION OF WORK: NJAWC REQUIRED HOT BOX AND PIPING MODIFICATIONS

CONTRACTOR : BENJAMIN R. HARVEY CO., INC.

SUB -CONTRACTOR : THOMAS FARRELL CONTRACTING - LITTLE SILVER ELECTRIC

AMOUNT

Item #1	Furnish and Install New Hot Box & Associated Piping per NJAWC Standards (See attached Backup from Farrell Contracting)	OH/P \$4,345.67	\$28,971.12
Item #2	Furnish and Install Required Electric and Fire Alarm (See attached Backup from Little Silver Electric)	\$1,000.84	\$20,016.87
Item #3	Furnish and Install New Dry Valve (See attached Backup from Fire Pro Tech)	\$1,470.00	\$9,800.00
Item #4	Furnish and Install Required Tamper and Flow Switches (See attached Backup from Fire Pro Tech)	\$540.00	\$3,600.00

WORK SUBTOTAL	\$62,387.99
BRH PROFIT 5%	\$7,356.51
SUB TOTAL	\$69,744.50

TOTAL CHANGE ORDER REQUEST:

\$69,744.50

ACCEPTANCE OF THIS
CHANGE ORDER

SIGNATURE FOR APPROVAL: _____

DATE: _____

TOM FARRELL BACKUP



Thomas Farrell Contracting Inc
 761 Shrewsbury Ave
 Shrewsbury, NJ 07702
 Contact: Tom Farrell III
 Tel: 732-741-5802 Fax: 732-741-5860
 Project: Oceanport Municipal Complex
 Project Location: Murphy Drive & Razor Ave Oceanport NJ
 Change Order Number: CHATHOOCE43816
 Change Order Date: 12/17/19

PAY ITEM**QTY****UNIT****Unit Price****TOTAL****WATER UTILITIES****\$ 35,221.12****HOT BOX**

Aqua Shield Heated Encl 14FTx6FT -- No Height Or Model Provided	1	EA	\$12,098.00	\$12,098.00
Operator/Foreman to install Hot Box	8	HR	\$ 101.27	\$ 810.16
Laborer to install Hot Box	16	HR	\$ 77.24	\$ 1,235.84
HOT BOX PAD 6 inches 4000 psi w/ 6x6-10/10 wwm	105	SF	\$12.00	\$1,260.00
HOT BOX PAD 6 inches DGA subbase	4	TN	\$35.00	\$140.00
Meter Pit	(1)	EA	\$11,500.00	-\$11,500.00
90 2 INCH	4	EA	\$265.00	\$1,060.00
GATE VALVE 2 INCH	1	EA	\$950.00	\$950.00
RPZ WATTS LF009 2 INCH	1	EA	\$1,500.00	\$1,500.00
90 or 45 6 INCH	4	EA	\$250.00	\$1,000.00
DETECTOR CHECK VALVE 6 INCH (Furnished By Water Co)	1	EA	\$0.00	\$0.00
DISMANTLING JOINT 6 INCH	1	EA	\$450.00	\$450.00
Retaining Gland 6"	18	EA	\$145.00	\$2,610.00
RPZ WATTS LF909 6 INCH	1	EA	\$5,778.00	\$5,778.00
Operator/Foreman to install and test backflow	8	HR	\$ 101.27	\$ 810.16
Laborer to install backflow	4	HR	\$ 77.24	\$ 308.96
SPOOL 6 INCH	2	EA	\$650.00	\$1,300.00

RELOCATED WATER SERVICE

Type K Copper (2")	20	LF	\$50.00	\$1,000.00
Ductile Iron Pipe Tylon Joint (6")	20	LF	\$50.00	\$1,000.00
45 Bend 6"	4	EA	\$250.00	\$1,000.00
Retaining Gland 6"	8	EA	\$145.00	\$1,160.00
Testing	40	LF	\$5.00	\$200.00
Thrust Blocks	8	EA	\$100.00	\$800.00
Sidewalk WILL BE REVIEWED UNDER FUTUR CHANGE ORDER IF THIS WORK IS REQUIRED	275	SF	\$10.00	\$2,750.00
Bring 6" and 2" Water into building CONTRACT WORK - N/A	4	LS	\$0,500.00	\$0,500.00
Bring 2" water and sanitary into public works building	1	LS	\$4,000.00	\$4,000.00

~~**\$35,221.12**~~ **\$ 35,221.12**BRING 6" & 2" INTO BUILDING ~~-\$3,500.00~~ ~~-\$3,500.00~~SIDEWALK ~~-\$2,750.00~~ ~~-\$2,750.00~~**GENERAL SCOPE OF WORK NOTES & CLARIFICATIONS**

In case of discrepancies between plans or relative to other plans, the site plan will take precedence.
 Layout is included for this scope of work only from benchmarks provided by others.

\$28,971.12**LABOR & SALES TAX**

Prevailing wage rates have been included.
 Sales tax is EXCLUDED.

THE FOLLOWING ITEMS ARE EXCLUDED

As-Builts

Licensed Surveyor
Liquidated Damages
Performance and Maintenance Bonds
Permits and Fees
Preconstruction Conditions Surveys
Private Utility Markout
Removal & Replacement of Unsuitable Soils
Rock Excavation
Sales Tax
Snow Removal
Unclassified Excavation
Union Labor
Water Services To Bldg Interior
Weather Delays
Winter Protection

ISSUED DRAWING & SPECIFICATION LIST

C-6 SITE UTILITY PLAN Dated 05/1/19 Last Revised 10/31/19
P-1.1 PLUMBING FLOOR PLAN 1 Dated 05/1/19 Last Revised 10/29/19
P-2.2 PLUMBING DETAIL 2 Dated 05/1/19 Last Revised 10/29/19
E-3.1 ELECTRICAL RISER DIAGRAM Dated 05/1/19 Last Revised 10/29/19
NO SPECIFICATIONS HAVE BEEN RECEIVED
NO GEOTECHNICAL REPORT HAS BEEN RECEIVED
NO ADDENDUMS HAVE BEEN RECEIVED
NO RFI'S HAVE BEEN RECEIVED

BY ENGINEER

The Goldstein Partnership
515 Valley St Suite 110
Maplewood, NJ 07040
Tel: 973-761-4550

THE
KENNEDY
COMPANIES

□ CLEMENTON, NJ
Tel: (856) 627-7000
Fax: (856) 627-1687

☐ HORSHAM, PA
Tel: (215) 672-4884
Fax: (215) 672-5181

☐ TOTOWA, NJ
Tel: (973) 837-0700
Fax: (973) 837-0701

☐ HILLSBOROUGH, NJ
Tel: (908) 722-7000
Fax: (908) 722-8060

www.kennedy-companies.com

PAGE _____ OF _____

DATE: 12/19/19

TO: Theresa Farrell

JOB: Accountant

ATTN: 72M

BID DATE: _____

[illegible]

PRICES ARE GOOD FOR ACCEPTANCE & DELIVERY FOR _____ DAYS ONLY.

TOTAL

AG 102500

☐ QUOTATION

☐ ORDER

TAX EXEMPT:

☐ YES☐ NO

Signature: _____

Packet Pg. 132

ES-LF909L

Job Name _____
 Job Location _____
 Engineer _____
 Approval _____

Contractor _____
 Approval _____
 Contractor's P.O. No. _____
 Representative _____

LEAD FREE*

Series LF909 Reduced Pressure Zone Assemblies

Sizes: 2½" – 10" (65–250mm)

Series LF909 Reduced Pressure Zone Assemblies are designed to provide cross-connection control protection of the potable water supply in accordance with national plumbing codes. This series can be utilized in a variety of installations, including health hazard cross-connections in plumbing systems or for containment at the service line entrance. With its exclusive relief valve design incorporating the "air-in/water-out" principle, it provides substantially improved relief valve discharge performance during the emergency conditions of combined backsiphonage and backpressure with both checks fouled. The LF909 features Lead Free* construction to comply with Lead Free* installation requirements.

Series LF909 is also available with SentryPlus™ Alert technology to detect catastrophic relief valve discharge that could potentially cause flooding, and issue a multi-channel alert (call, e-mail, text) to selected users so they can take action to avoid potentially costly flooding.

Features

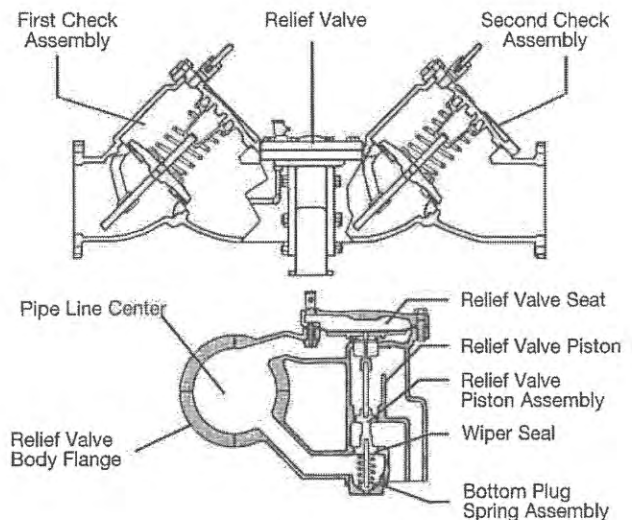
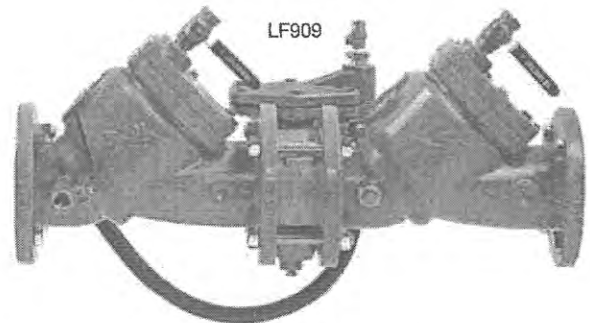
- Replaceable seats
- Stainless steel internal parts
- No special tools required for servicing
- Captured spring check assemblies
- Fused epoxy coated & lined checks
- Industrial strength sensing hose
- Field reversible relief valve
- Air-in/water-out relief valve design provides maximum capacity during emergency conditions

Now Available
WattsBox Insulated Enclosures.
 For more information, send for literature ES-WB.

NOTICE

Inquire with governing authorities for local installation requirements

*The wetted surface of this product contacted by consumable water contains less than 0.25% of lead by weight.



Available Models & Options

Suffix:

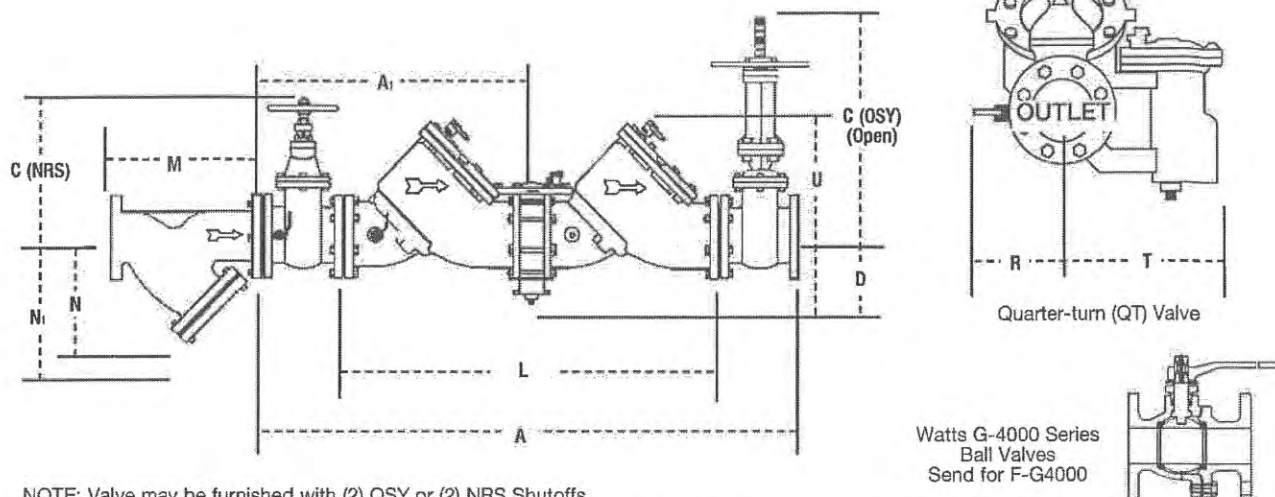
LF –	without shutoff valves
NRS –	non-rising stem resilient seated gate valves
OSY –	UL/FM outside stem & yoke resilient seated gate valves
QT-FDA –	FDA epoxy coated quarter-turn ball valves
S-FDA –	FDA epoxy coated strainer
ALERT	with SentryPlus™ Alert flood detection system

Note: The installation of a drain line is recommended. When installing a drain line, an air gap is necessary.

Watts product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Watts Technical Service. Watts reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Watts products previously or subsequently sold.

WATTS

Dimensions — Weights



NOTE: Valve may be furnished with (2) OSY or (2) NRS Shutoffs.

NOTE: Relief valve section is reversible, therefore, can be on either side and is furnished standardly as shown.

SIZE (DN)		DIMENSIONS										WEIGHT					
		A	A1	C clearance for check		D	L	U	R	R (QT)	T	NRS	OSY	QT			
in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	lbs.	kgs.	lbs.	kgs.	lbs.	kgs.
2½	65	41¼	1048	20%	524	16¾	416	9¾	238	5¼	133	26¼	663	11	279	4	102
3	80	42¼	1073	21¼	540	18¾	479	10¼	260	5¼	133	26¼	663	11	279	5	127
4	100	55¼	1400	27%	702	22¾	578	12¾	310	6	152	37	940	14	356	6	152
6	150	65¼	1664	32¾	832	30¼	765	16	406	6	152	44¼	1130	16	406	11	279
8	200	78¼	2000	39%	1000	37¾	959	19¼	506	9¾	248	55¼	1403	21	533	11¼	286
10	250	93%	2378	46¼	1190	45¾	1162	23¼	605	9¾	248	67¾	1711	21	533	12¼	318

*UL, FM approved backflow preventers must include UL/FM approved OSY gate valves.

Strainer Dimensions

SIZE (DN)		DIMENSIONS				WEIGHT	
		M	N1†	N		lbs.	kgs.
in.	mm	in.	mm	in.	mm		
2½	65	10	254	6½	165	28	12.7
3	80	10½	267	7	178	34	15.4
4	100	12½	308	8¼	210	60	27
6	150	18½	470	13½	343	133	60
8	200	21½	549	15½	394	247	112
10	250	26	660	18½	470	370	168

† – Dimension required for screen removal

NOTICE

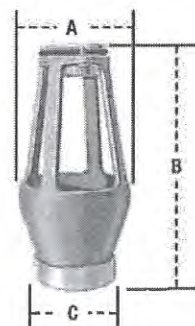
The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

Air Gap Dimensions

When installing a drain line on Series 909 backflow preventers that are installed horizontally, use 909 AG series air gaps.

IRON BODY MODEL NO.	ORDERING CODE	SERIES/SIZES	DIMENSIONS						WEIGHT	
			A		B		C		lbs	kgs
			in.	mm	in.	mm	in.	mm		
909AG-F	881378	11/4" – 3" 009/909	4%	111	6%	171	2	51	3.25	1.47
		11/4" – 2" 009 M1								
		2" 009 M2								
909AG-K	881385	4" – 6" 909	6%	162	9%	244	3	76	6.25	2.83
		8" – 10" 909 M1								
909AG-M	881387	8" – 10" 909	7%	187	11 1/4	286	4	102	15.5	7.03

For flange size backflow preventers installed vertically (flow down), a fabricated air gap is recommended.



LITTLE SILVER BACKUP



To: BHarveyCo ATTN: B. Coyne
Project: Oceanport Mun. Comp.

Little Silver Electric, Inc.
Hot Box Power Fire Alarm

LSE #7
1/5/2020

Items	Materials				Labor		
	Quantity	Unit Price	Per	Amount	Unit	Per	Amount
				\$0			0.0
				\$0			0.0
2" PVC w/ couplings	720	2.95	f	\$2,124.00	0.08	f	57.60
2" 90 Elbows	4	4.00	e	\$16.00	0.4	e	1.60
2" Connectors	4	1.60	f	\$6.40	0.3	e	1.20
			e	\$0.00		e	0.00
			e	\$0.00		e	0.00
			e	\$0.00		e	0.00
3/4" Liquidtight Flexible Conduit	20	0.65	e	\$13.00	0.05	e	1.00
3/4" LFC Connectors	4	3.90	e	\$15.60	0.14	e	0.56
8" WP J-BOX	1	30.00	e	\$30.00	0.5	e	0.50
			e	\$0.00		e	0.00
#8 THHN	2340	0.30	e	\$702.00	0.009	e	21.06
8/3 MC Cable	120	1.75	f	\$210.00	0.034	e	4.08
			e	\$0.00		e	0.00
20A 2P Breakers	2	23.00	e	\$46.00	1.75	e	3.50
			e	\$0.00		e	0.00
			e	\$0.00		e	0.00
Fire Alarm			e	\$0.00		e	0.00
Red Hawk Quote - Devices & Program	1	1,115.00	e	\$1,115.00		e	0.00
3/4" PVC w/ couplings	360	2.84	e	\$1,022.40	0.045	e	16.20
3/4" 90 Elbows	4	0.70	e	\$2.80	0.22	e	0.88
3/4" Connectors	2	0.40	e	\$0.80	0.16	e	0.32
4" WP Box	1	13.00	e	\$13.00	0.3	e	0.30
Single Gang Boxes	3	4.00	e	\$12.00	0.035	e	0.11
16/2 FA Cable	420	0.30	f	\$126.00	0.007	e	2.94
Flow Switch (labor only)	2		e	\$0.00	0.75	e	1.50
Tamper Switch (labor only)	2		e	\$0.00	0.75	e	1.50
Addressable Relay w/ Low Temp Sensor	1		e	\$0.00	0.75	e	0.75
			e	\$0.00		e	0.00
			e	\$0.00		e	0.00
Material cost & labor hrs				\$5,455			115.60
LABOR							
Journeyman Regular Time	115.60	\$99.13	hr	\$11,458.93			
Foreman Regular Time	11.6	\$111.01	hr	\$1,283.22			
cost				\$18,197.15			
10% overhead				\$1,819.72			
sub total				\$20,016.87			
5% profit				\$1,000.84			
Adjustments				-\$0.71			
SELLING PRICE				\$21,017.00			

\$20,016.87

Description Add Power to Heaters and Fire Alarm for hotbox.
Estimator R Merz



Customer:	LSE
Project Name:	Oceanport muni
Agreement No:	12345FAdd-2
Date:	1/2/20
Page 1 of 3	Change Orders RH T&C 3-21-16

QUOTATION AGREEMENT – CHANGE ORDER REQUEST

By and between

Red Hawk Fire & Security
1345 Campus Parkway Suite A18
Wall Township, NJ 07753-0815
Phone: (732) 751-0600 Fax: (732) 751-0489
www.sscnj.com

(Herein "Seller")

Salesperson: Daniel Stimpson
Email: Daniel.Stimpson@redhawkus.com

Customer: Little Silver Electric

Contact: Rusty

Phone:

Fax:

Email:

(Herein "Customer")

Project: Oceanport Muni

Address: Add fire sprinkler waterflow and tamper modules

City, ST: Oceanport, NJ

Qty	Description
2	Addressable dual input monitor modules for WF/TS
1	Programming, testing and certification
1	Low temp sensor and addressable monitor module
1) This is a change order to the base Quotation Agreement for this project. Any and all Exhibit attachments for the base job shall be applied in the same manor to this change order unless otherwise noted below. 2) Per electrical contractor request. No updated drawings included.	

Total Price for items described above for the sum of.....\$1,115.00 plus applicable taxes or fees.

This offer shall remain valid for a period of thirty (30) days from the date set forth above.

Attachments to this Quotation Agreement (Included if checked – Herein "Scope of Work")

☐ Equipment List – Exhibit "A"

☐ Inclusions & Exclusions – Exhibit "C"

☐ Scope of Work – Exhibit "B"

☐ Additional Pricing and Alternates – Exhibit "D"

The Customer agrees to pay Seller the total price plus any applicable taxes or fees (including an additional 3% service fee for payment with Credit Card). Payment terms are net (30) days from invoice date where satisfactory open account is established. Deposits or progress payments are allowable as per the schedule of values if applicable. Seller shall withhold final system certification until customer account is paid in full, less agreed upon retention if applicable. Customer agrees to the General Terms and Conditions herein, including those on the following attached pages and understands that these supersede any inconsistent provisions and understandings, oral or written, between the parties, including terms and conditions in any purchase order or other documentation submitted by Customer to Seller and that no waiver or modification of any terms or conditions shall be binding on Seller unless explicitly agreed to in writing by an authorized manager of Seller. If the Manufacturer has specific software agreements, these too shall be completed prior to release of any material and will be provided upon acceptance of this proposal.

Red Hawk Fire & Security

Account Representative: Daniel Stimpson

Customer Acceptance / Authorization to Proceed:

Authorized Signature: _____

Print Name: _____

Purchase Order No: _____

Title: _____

Date: _____

GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY

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Customer:	LSE
Project Name:	Oceanport muni
Agreement No:	12345FAdd-2
Date:	1/2/20
Page 2 of 3	Change Orders RH T&C 3-21-16

CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

1. PAYMENT: As a condition of performance, unless otherwise stated in the Scope of Work or the original order placed, payments are to be made as follows:

The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less.

Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a Five Percent (5%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

2. TAXES: The Customer shall be responsible for all taxes applicable to the work and/or materials hereunder.

3. WORK HOURS: Seller will perform all work during normal business hours: Monday through Friday, 8:00AM - 5:00PM

Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed.

4. INSTALLATION CONDITIONS:

Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

5. TIME AND MATERIALS SERVICE WORK / CHANGE ORDERS: In the event that Seller is asked by Customer to perform additional work,

e.g., on a time and materials basis or per change order, during the term of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller rates in effect at the time the work is performed.

6. INDEMNIFICATION: Seller agrees to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others.

7. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the contract value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

8. GENERAL: (a) This Agreement, and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

9. WARRANTIES: Any equipment provided by the Seller will be warranted for a period of One (1) Year from the date of the equipment or replacement parts are installed by Seller. Notwithstanding the foregoing, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspections, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller. **THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND EQUIPMENT PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.**

10. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts:

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Customer:	LSE
Project Name:	Oceanport muni
Agreement No:	12345FAdd-2
Date:	1/2/20
Page 3 of 3	Change Orders RH T&C 3-21-16

(a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence and (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not waive its right to subrogation or provide copies of its policies, certified or otherwise nor does it provide endorsements.

11. FORCE MAJEURE: Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Service charges shall cease until service is resumed.

12. MUTUAL WAIVER OF DAMAGES: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE.

13. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with hazardous materials or substances upon, beneath, about, or inside Customer's equipment or property, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

14. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

15. COMMERCIAL ITEMS: Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price or time and material basis. The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") Part 2, and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices, which do not consider, and will not meet, any special requirements of U.S. Government cost principles and procedures under FAR or similar procurement regulations.

16. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. Attorneys' fees and other legal costs may be assessed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

17. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

18. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. SUBCONTRACTING: Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

20. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle.

Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

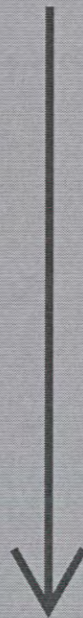
Attn: Red Hawk Fire & Security
1345 Campus Parkway
Suite A18
Wall Township NJ 07753

And if sent by the Seller to the Customer, shall be addressed as follows:

Attn: Customer Name
Customer Main Billing Address

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FIRE PRO TECH BACKUP



Fire Pro Tech, Inc.

6 Station Place
 Howell, NJ. 07731
 NJ Fire Permit #P00242

Phone – 732-363-5955

Fax – 732-363-3031

Email – kgigg@fireprotechinc.com

Proposal

Date: December 15, 2020

Number: 19072

Job: OCEANPORT MUNICIPAL BUILDING
901 MURPHY DRIVE
 OCEANPORT, NJ
 AUTOMATIC FIRE SPRINKLER SYSTEM

Dry System Alteration: We shall begin this installation at **the existing system piping.** We shall relocate the **existing or add new** to provide a compliment of (136) new sprinklers as follows: (130) white, concealed, pendent type **installed on return bends** at the ceiling line of areas with suspended finished ceilings, (4) brass, upright type at the roof line of the mechanical room and sprinkler room and (2) chrome, “dry” pendent type at the ceiling line of the entrance vestibules.

It is the building owner’s responsibility to provide adequate heat for all areas of the building protected by wet sprinkler systems and for all water filled supply pipes, valves and system risers.

Alternate 1: We shall install a new 6” Dry pipe valve with all necessary trim and a new 4” check valve and FDC. The existing air compressor shall be reused.

Alternate 2: We shall install a new tamper and flow switches in hot box supplied by others

All work shall be performed on a neat, workmanlike manner in accordance with NFPA #13, NFPA #13R, IBC, and all applicable codes. Electrical or alarm work shall be by others. Painting of piping shall be by others. All workmanship and materials are warranted for a period of one (1) year after final inspection. Pricing is valid for a period of (30) days from date of proposal. Pricing subject to change after (30) days from date of proposal.

Alternate 1: add	\$ 9,800.00
Alternate 2: add	\$ 3,600.00

FIRE PRO TECH, INC.

12/15/19

Karl K. Giggenbach
 President

Thank you for the opportunity to bid this project.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION**

**Resolution #2020-104
03/19/20**

WHEREAS, the appropriations set forth in the 2020 temporary budget are insufficient to meet the financial obligations as set forth below; and

WHEREAS, the permanent budget for the year 2020 has not yet been adopted; and

WHEREAS, the total emergency temporary appropriations adopted in the year 2020 pursuant to the provisions of N.J.S.A. 40A:4-20 included in this resolution total \$1,260,700.00.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body (not less than two-thirds of all members thereof affirmatively concurring) in accordance with the aforementioned statute, that the 2020 temporary fiscal budget is hereby amended to provide for an emergency temporary appropriation in the amount of \$1,260,700.00 and said appropriations are as follows:

2020 Temporary Budget

		EMERGENCY PROPOSED Salaries/Wages		EMERGENCY PROPOSED O/E
APPROPRIATIONS				
A/E	\$	20,000.00	\$	30,000.00
FINANCE	\$	10,000.00	\$	10,000.00
ASSESSMENT	\$	4,000.00	\$	7,500.00
COLLECTION	\$	8,000.00	\$	1,000.00
LEGAL	\$		\$	25,000.00
MUNICIPAL COURT	\$	20,000.00	\$	10,000.00
PROSECUTOR	\$	2,000.00	\$	
ENGINEERING	\$		\$	15,000.00
BUILDING & GROUNDS	\$		\$	35,000.00
PLANNING BOARD	\$	2,000.00	\$	6,000.00
PLANNING -LAND	\$		\$	5,000.00
DEVELOPMENT				
HEALTH INSURANCE	\$		\$	180,000.00
DENTAL INSURANCE	\$		\$	12,000.00
LIABILITY INSURANCE	\$		\$	60,000.00
WORKERS COMP	\$		\$	60,000.00
FIRE	\$		\$	10,000.00
FIRE HYDRANT SERVICES	\$		\$	16,000.00
FIRST AID	\$		\$	5,000.00
PUBLIC DEFENDER	\$	1,000.00	\$	
POLICE DEPARTMENT	\$	250,000.00	\$	25,000.00
POLICE EQUIPMENT	\$		\$	25,000.00
EMERGENCY MANAGEMENT	\$	1,000.00	\$	2,500.00
OSHA/PATHOGENS	\$		\$	250.00
PUBLIC WORKS	\$	50,000.00	\$	20,000.00
SENIOR CITIZENS	\$		\$	500.00
SHADE TREE	\$		\$	1,500.00
SANITATION	\$		\$	50,000.00
DUMPING FEES	\$		\$	50,000.00
PARKS & REC	\$	2,500.00	\$	4,000.00
COUNTY LIBRARY	\$	1,000.00	\$	300.00
CODE ENFORCEMENT	\$	15,000.00	\$	250.00

WATER WATCH	\$	\$	1,000.00
RECYCLING	\$	\$	25,000.00
TRANSPORTATION OF HIGH SCHOOL STUDENTS	\$	\$	8,500.00
BOARD OF HEALTH	\$	800.00 \$	
ENVIRONMENTAL COMM	\$	\$	100.00
STREET LIGHTING	\$	\$	20,000.00
GASOLINE	\$	\$	15,000.00
ELECTRICITY	\$	\$	10,000.00
TELEPHONE	\$	\$	10,000.00
WATER & SEWER	\$	\$	10,000.00
NATURAL GAS	\$	\$	5,000.00
CEL PUBLIC EVENTS	\$	\$	500.00
SOCIAL SECURITY SYSTEM	\$	\$	25,000.00
DCRP	\$	\$	1,500.00
DEBT SERVICE INTEREST - BONDS	\$	\$	25,000.00
DEBT SERVICE PRINCIPAL - BONDS	\$	\$	50,000.00
	\$	387,300.00	\$ 873,400.00 \$ 1,260,700.00

I certify that the foregoing Resolution #2020-104 was adopted by the Oceanport Governing Body at the Regular Meeting held March 19, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER X, 'POLICE REGULATIONS', NEW SECTION X-Y ENTITLED "LIMITING USE OF SINGLE-USE PLASTIC BAGS, PLASTIC UTENSILS, POLYSTYRENE FOAM CONTAINERS, AND PLASTIC STRAWS BY BUSINESSES" OF THE CODE OF THE BOROUGH OF OCEANPORT

NNN.1: INTENT.

The intent of this Ordinance is to adopt regulations relating to and limiting the use of single-use non-biodegradable plastic bags, plastic utensils, polystyrene foam containers, and plastic straws by businesses in the Borough of Oceanport. The regulations are intended as necessary and proper steps by the Borough to address a significant global problem relating to the sale and use of single-use plastic bags, plastic utensils, polystyrene foam containers, and plastic straws; to further incentivize the use of reusable bags and compostable utensils and containers at businesses and, ultimately, to protect the environment, waterways, and wildlife, and to preserve the public health, welfare, and safety.

NNN.2: DEFINITIONS. The following words, phrases and terms as used in this chapter are hereby defined for the purpose thereof as follows.

"Business or Store" means any retail establishment that engages in the retail sale of goods and products. This definition includes, but is not limited to pharmacies, supermarkets, grocery stores, convenience stores, clothing stores, surf shops, dry cleaners, food marts, and food service establishments.

"Food Service Establishment" means any establishment which serves made-to-order food or beverages for dine-in, takeout, or delivery.

"Garment Bag" means a larger laundry or dry cleaning bag incorporating a hanger on which garments may be hung to prevent wrinkling during travel or storage and used to protect transport clothing or other textiles.

"Goods and Products" means things and items that are prepared and made to be sold including, but not limited to, clothing, groceries, prepared food, foodstuffs, meat, dairy, beverages, merchandise, books, jewelry, alcohol, tobacco products, toys and any and all other things and items sold at retail by businesses and stores.

"Produce Bag or Product Bag" means any bag without handles that is used exclusively to segregate produce, meats, other food items and merchandise to the point of sale inside a store to prevent such items from coming into direct contact with other purchased items, where such contact could damage or contaminate other food or merchandise when placed together in a reusable or recycled bag.

"Retail" means the sale of goods and products for use and/or consumption.

"Reusable Bag" means a bag that is designed and manufactured to withstand repeated uses over a period of time, is machine washable or made from a material that can be cleaned and disinfected regularly, has a minimum lifetime of 75 uses, and is capable of carrying a minimum of 18 pounds.

"Single-Use, Plastic Carryout Bag" means a bag, sheet, or receptacle produced or manufactured from material commonly known as "plastic" or "polyethylene" which does not decompose within 12 months, is provided at the check-out stand, cash register, point of sale, or other point of departure for the purpose of transporting goods or products out of the establishment. The term "single-use plastic carryout bag" does not include reusable bags, produce or product bags, or garment bags.

"Effective Date" shall be defined as the date on which final adoption and publication in accordance with the law are complete.

"Enforcement Date" shall be the later of 180 days from the Effective Date or Month, Day, Year.

NNN.3 REGULATION OF SINGLE-USE, PLASTIC CARRYOUT BAGS, PLASTIC UTENSILS,

PLASTIC STRAWS, AND POLYSTYRENE FOAM CONTAINERS.

No business or store shall provide any single-use plastic carryout bags, plastic utensils, polystyrene foam containers, and/or plastic straws to a customer at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting or consuming products or goods outside of the business or store, except as otherwise provided in this chapter.

NNN.4 EXCEPTIONS.

Upon the specific request of any customer, a business or store may provide said customer with plastic utensils and/or plastic straws. It shall be a violation of this ordinance for any business or store to offer plastic utensils and/or straws unless specifically requested by the customer. Additionally, this ordinance should not be read as prohibiting cups, containers, or utensils which may be utilized for more than a single serving.

Exempt bags include (i) produce bags or product bags used as defined above to prevent cross-contamination; (ii) garment, laundry, or dry-cleaning bags, (iii) paid subscription newspaper bags; and (iv) bait bags.

NNN.5 CARRYOUT BAG FEE.

1. A store may provide a customer with a single-use paper carryout bag or reusable carryout bag, provided that the store shall impose and collect a minimum fee of \$0.10 for each such bag provided to the customer. No store shall be required to charge such fee for an exempt bag. All monies collected under this provision shall be retained by the store.
2. All paper carryout bags must be 100% recyclable and include a minimum of 40% post-consumer recycled content.
3. The store shall indicate on the sales or other receipt given to the customer the total number of single-use paper carryout bags provided to the customer, and the total fee charged to the customer.
4. No store shall charge a carryout bag fee for bags of any kind provided by the customer in lieu of a carryout bag furnished by the store.
5. No store shall prevent a person from using a bag of any kind that they have brought to the store for the purpose of carrying items obtained from the store.
6. The fee on paper bags will not apply to customers purchasing groceries with government assistance such as the New Jersey state Supplemental Nutritional Assistance Program, the EBT program, or the New Jersey state Special Supplemental Nutrition Program for women, infant, and children.

NNN.6 ENFORCEMENT.

This Ordinance shall take effect on the Effective Date and all businesses and stores must be in compliance with same by the Enforcement Date.

Any business or store found not to be in compliance with this Ordinance on the Enforcement Date, and which has not made application to the Borough Council for an extension as provided in this section, shall be in violation of this Ordinance and subject to the violations and penalties prescribed herein.

The Borough Council may, in the Borough's sole discretion, grant an extension of time for compliance with the Ordinance when a business or store makes application for an extension prior to the Enforcement Date. Upon such application, the Borough shall consider whether the business or store has made adequate good faith efforts to comply with this Ordinance by the Enforcement Date, and has been unable to do so for compelling reasons. The Borough may, in its sole discretion, grant an extension for not longer than 180 additional days from the Enforcement Date.

NNN.7 VIOLATIONS AND PENALTIES.

Each business or store violating any of the provisions of this section shall, upon conviction thereof in municipal court, be subject to a penalty of up to \$500 for a first offense, up to \$1,000 for a second

offense, and up to \$2,500 for a third offense. If the violation is of a continuing nature, each day during which it continues shall constitute an additional, separate and distinct offense.

NNN.8 SEVERABILITY.

In the event that any clause, section, provision, paragraph, or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, the remaining provisions of this Ordinance not affected by said invalidity shall remain in full force and effect.

APPROVED ON FIRST READING

DATED: March 19, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: March 19, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II

Mayor

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 223 "FIRE PREVENTION" TO DESIGNATE THE BOROUGH OF EATONTOWN BUREAU OF FIRE SAFETY AS THE BOROUGH OF OCEANPORT'S LOCAL ENFORCEMENT AGENCY

WHEREAS, the Governing Body of the Borough of Oceanport has entered into a Shared Services Agreement with the Borough of Eatontown for Fire Prevention Services pursuant with the "Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et seq. (The "Act"); and

WHEREAS, the Borough Code shall be amended to reflect that the Borough of Eatontown Fire Safety Bureau shall be the local enforcement agency for the Borough of Oceanport in order for the agreement to be effective pursuant to law,

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Oceanport, in the County of Monmouth, in the State of New Jersey, that the following amendments be made to Chapter 223 entitled "Fire Prevention":

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

§ 223-6 Designation of enforcement agency.

The local enforcing agency shall be the Borough of Eatontown Bureau of Fire ~~Prevention~~ Safety for the Borough of Oceanport.

BE IT FURTHER ORDAINED that all other terms and provisions of Article II, Chapter 223, Fire Prevention, Establishment and Management of the Borough Code shall remain unchanged.

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

APPROVED ON FIRST READING

DATED: March 19, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: March 19, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II

Mayor

ORDINANCE #1021

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 295 "PROPERTY MAINTENANCE" TO PROVIDE FOR THE REIMBURSEMENT OF COSTS RELATED TO HAZARDOUS MATERIAL CALLS

SECTION 1. BE IT ORDAINED by the Mayor and Council of the Borough of Oceanport that the following amendments be made to Chapter 295 entitled Property Maintenance:

New Section: Hazardous Substances

A. DEFINITIONS.

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

COMPENSATION -- A calculation of reimbursement costs for items, plus any and all wages paid, plus an hourly rate for use of any and all equipment, plus any and all administrative costs.

EMISSION -- Spilling, leaking, flowing or running of substances into the environment, without regard to cause, and shall include causes that are man-made, natural, accidental, unavoidable or from any cause whatsoever.

ENVIRONMENT -- The air, ground and waters, in and adjoining, the Borough of Oceanport.

EXPENDABLE ITEMS -- Any items used to stop or contain any discharge involving any hazardous materials that cannot be used again or cannot be replenished without cost after that particular incident. These expendable items include, but are not limited to, fire-fighting foam, chemical extinguishing agents, absorbent and nonabsorbent materials, brooms, pads, pillows, rope, sand, recovery drums and any protective equipment and clothing, including but not restricted to chemical protective suits, chemical protective gloves, goggles and any other item owned or controlled by the Borough of Oceanport, its employees, agents, officers and/or officials.

HAZARDOUS MATERIAL -- Any material, solid, liquid or gas, listed as such under the National Fire Protection Association Guide of Hazardous Materials, the Department of Transportation Guide Book, the list of hazardous substances adopted by the Federal Environmental Protection Agency (EPA), pursuant to Section 311 of the Federal Water Pollution Control Act Amendment of 1972, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251, et seq.), and the list of toxic pollutants designated by the Congress of the EPA, pursuant to Section 307 of the Federal Water Pollution Control Act, and any hospital or medical waste, including but not limited to syringes, bandages and discarded pharmaceutical products or any substance on the New Jersey Hazardous Substance List.

B. UNLAWFUL ACTS

1. It shall be unlawful for any person to permit or be responsible for the emission of any substance into the environment of the Borough of Oceanport.
2. It shall be unlawful for any person to fail to pay compensation to the Borough of Oceanport within 30 days following his receipt of a bill for compensation pursuant to this chapter.

C. COMPENSATION.

Whenever the Borough of Oceanport through the offices of the Health Officer, Police Chief, Fire Chief(s), Fire Prevention Bureau, Office of Emergency Management, Mayor and/or Administrator identifies an emission into the environment of the Borough of Oceanport of any

substance in such a manner so that, in the professional opinion of the above, immediate cleanup and/or mitigation is required, the above shall order, which order may be verbal, the responsible person to take immediate action to abate the emission. Should the responsible person not be available, or for whatever reason not take action as in the professional opinion of the above agents of the Borough of Oceanport, then the agent of the Borough of Oceanport may, at his discretion, engage Borough of Oceanport Personnel and/or supplies and/or equipment and/or expendable items and/or contract in the name of the Borough of Oceanport qualified private entities to take action to immediately abate and/or clean up and/or mitigate the emission. The responsible person should then be billed by the Borough of Oceanport for all costs incurred in this action in response to the emission.

D. COMPLIANCE.

From and after the effective date of this chapter, any person, corporation, partnership or other legal entity shall be required to reimburse the Borough of Oceanport for any violation of the sections of this chapter.

E. APPLICABILITY.

This chapter shall apply to any hazardous spill that is the result of any traffic accident arising in the Borough of Oceanport or any hazardous spill arising from the discharge of hazardous materials from any automobile or equipment on the streets of the Borough of Oceanport or any public property or the air or waters contiguous to the Borough of Oceanport from any source.

F. INVESTIGATION.

In the event that the Oceanport Police Department or Fire Department or any Health Officer or Emergency management or Construction Code Official of the Borough of Oceanport is called out to abate a spill or shall be asked to investigate any traffic accident or is called upon to investigate any condition on the city streets or sees any of the conditions set forth in this chapter, the appropriate officer shall make an investigation of the scene to determine whether hazardous materials have been spilled onto the roadways of the Borough of Oceanport or other public or private property or water in the city or the air or waters contiguous to the Borough of Oceanport.

G. VIOLATIONS AND PENALTIES.

1. After an investigation, the appropriate officer as set forth in the preceding section shall be authorized to issue a summons to the owner and/or operator of any such vehicle or agent or responsible person of any instrumentality which discharges hazardous substances onto the streets or other public or private property or air or water in the Borough of Oceanport. Said summons will be returnable in the Municipal Court of the Borough of Oceanport and, upon conviction of any offense, the offender, owner and/or driver of said vehicle or agent or responsible person of the instrumentality of such discharge shall be subject to the following penalties.
2. For a conviction under this subsection, penalties shall be as follows:
 - (a) The Municipal Court shall impose a fine in an amount not to exceed \$1,200.
 - (b) The defendant shall be required, as an additional penalty of the Municipal Court, to repay to the Borough of Oceanport the cost of cleanup of the hazardous spill, which shall include the cost of the product necessary to be used on the roadway and/or streets of the Borough of Oceanport and for any cost of manpower and equipment used by the Public Works Department or Fire Department of the Borough of Oceanport or any agents, representatives, contractors or otherwise hired by the Borough of Oceanport to clean up said hazardous spill. The Borough of Oceanport is further authorized to apply to any appropriate judicial body, including the Superior Court of New Jersey, for reimbursement for the full cost of cleanup of the hazardous spill that is incurred by the Borough of Oceanport. Such funds shall be

returned to the line item used to purchase the materials used.

3. It shall be the responsibility of the Borough of Oceanport to present to the presiding Judge of the Municipal Court a list of the expenses incurred, limited to the cost of the product necessitated for the cleanup, any overtime as paid to any Borough employee and the cost of any equipment used by the Borough of Oceanport necessitated in said cleanup. The Borough of Oceanport is further authorized to present to the appropriate judicial body, including the Superior Court of New Jersey, whether by complaint or other application, a list of the expenses incurred, and take whatever steps necessary for application for reimbursement.

SECTION 2. All ordinances and resolutions or parts of ordinances and resolutions, inconsistent with this amending ordinance be and the same are hereby repealed.

SECTION 3. This amending ordinance shall become effective upon due passage and publication according to law.

APPROVED ON FIRST READING

DATED: February 20, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: March 19, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor