



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • MARCH 7, 2024

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

I. Meeting Called to Order

II. Statement of Compliance with Open Public Meetings Act:

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

III. Flag Salute, Statement to the Public

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

IV. Roll Call

V. Mayor's Proclamation

1. Proclamation - Girls Youth Basketball Champions

VI. GUEST: Ben Fichter - Eagle Scout Project

VII. Public Comment on Action Items

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

VIII. Action Items

- #2024-81 Resolution authorizing payment of BILL LIST 03-07-2024
- #2024-82 Resolution authorizing an amendment to the temporary budget for BOE SRO Agreement
- #2024-83 Resolution authorizing 2023 budget appropriation transfers
- #2024-84 Resolution appointing Robert Berg as permanent part-time laborer for the Public Works Dept
- #2024-85 Resolution awarding contract for 600 Area Water Services Project
- #2024-76 Resolution authorizing amendment of Health Benefits Base Plan per IRS regulations
- #2024-86 Resolution appointing David Olsen as a temporary Fire Inspector
- #2024-87 Resolution amending contract with CGP&H for Affordable Housing Adm Agent Services
- #2024-88 Resolution authorizing contract with CGP&H for Affordability Assistance Program
- #2024-89 Resolution authorizing contract with CGP&H for Housing Rehabilitation Program
- #2024-90 Resolution approving amendment to PBA Contract for Health Benefit Plan Changes

IX. Clerk's Report***Old Business***

1. Easement Request - Osprey Nests Relocation / Netflix
2. Discussion - Ordinance to Deter Car Thefts
3. Discussion: Proposed changes to Land Development Fee Schedule

New Business

4. Resolution Setting the Fees for 2024 Summer Action Camp
5. Resolution to Cancel Uncollectible Taxes
6. Resolution authorizing Change Order #2 to 2022 Road Program - Meco Inc
7. Resolution authorizing option for 1-year extension of solid waste & recycling contract
8. Resolution appointing an Administrative Assistant for the Tax Assessor's Office
9. Resolution authorizing the purchases of SDL Software Licenses

Minutes Approval

10. Workshop Minutes, February 1, 2024
11. Minutes of Feb 15, 2024 7:00 PM

X. Administrator's Report**XI. Mayor's Report****XII. Public Comment**

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

XIII. Adjourn to Executive Session

#2024-91 Resolution authorizing an Executive Session, March 7, 2024

 X N.J.S.A. 10:4-12(b)(5)

*Matters Relating to the Purchase, Lease or
Acquisition of Real Property*

-Potential Open Space Acquisition

XIV. Return from Executive Session**XV. Adjournment**

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR MARCH 7, 2024**

**Resolution #2024-81
03/7/24**

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of March 7, 2024.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$3,251,909.86.

CERTIFICATION OF FUNDS

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



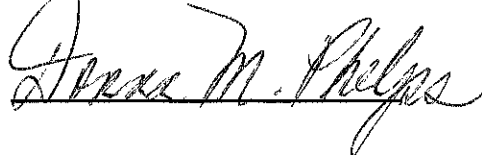
Catherine D. LaPorta, CFO

BOROUGH OF OCEANPORT

03/07/2024

PAYEE	AMOUNT	
Extra Space Storage	\$ 2,220.00	
Payflex	\$ 1,500.00	
PAYROLL ACCOUNT	\$ 168,189.79	PR 34
	\$ 152,741.32	PR #5
GRANT FUND	\$ 91,584.06	
CAPITAL TRUST TOTAL	\$ 186,458.21	
DOG REGISTRY TOTAL	\$ 850.00	
OPEN SPACE TRUST TOTAL	\$ 66,564.68	
SUI	\$ 332.00	
UCC TRUST	\$ 2,940.38	
TRUST OTHER TOTAL	\$ -	
ESCROW TRUST TOTAL	\$ 323,806.45	
NON BUDGETARY	\$ 1,236,787.96	
2023 VOUCHERS PAID THIS MEETING	\$ 21,460.94	
2024 VOUCHERS PAID THIS MEETING	\$ 996,474.07	
TOTAL	\$ 3,251,909.86	

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



List of Bills - (All Funds)

8.1.b

Vendor	Description	Payment	Check Total
Current Fund			
2123 - A. B. KURRE CONSTRUCTION, INC	PO 16229 BLDG 555 ASBESTOS REMOVAL	5,136.50	5,136.50
1767 - ADT SECURITY CORPORATION	PO 16089 FIRE MONITORING - 02/29-03/29/24	62.50	
	PO 16163 910 OCEANPORT WAY - FIRE PANEL BEEPING	468.00	530.50
1015 - ALLIED FIRE & SAFETY EQUIPMENT	PO 15501 REPAIR OF BOROUGH HALL BACKFLOW PREVENTE	1,250.00	1,250.00
1658 - AMAZON CAPITAL SERVICES, INC	PO 15505 Mailbox Organizer/Brochure Holder	301.72	
	PO 15698 Uniform Equip Chenoweth	241.05	
	PO 15720 FIRE BUREAU SUPPLIES	449.02	
	PO 15777 PRINT TONER	53.29	
	PO 15892 BATTERIES + ANTENNA FOR PORTABLE RADIOS	191.65	
	PO 15960 PRINTER - CFO OFFICE	543.00	1,779.73
1658 - AMAZON CAPITAL SERVICES, INC	PO 16032 SUPPLIES FOR DPW	461.91	
	PO 16085 SUPPLIES	151.98	
	PO 16106 CPR2 CAMERA & LITHIUM BATTERIES	205.95	
	PO 16112 EQUIPMENT	332.37	
	PO 16156 DESK SET UP	148.78	1,300.99
1658 - AMAZON CAPITAL SERVICES, INC	PO 16191 Office Supplies	166.04	166.04
1016 - AMERICAN UNIFORM & SUPPLY	PO 16125 Uniform Purchase Resnyk	112.99	112.99
1001 - AR COMMUNICATIONS	PO 16021 FOR RADIOS AND REPROGRAMMING	340.00	340.00
1023 - ATLANTIC PRINTING&GRAPHICS LLC	PO 16160 2024 OCEANPORT NEWSLETTER - BULLETIN - M	1,428.00	
	PO 16204 2023 OCEANPORT NEWSLETTER - BULLETIN -	1,295.00	2,723.00
1029 - BEATRIZ C CRANEY	PO 15985 INTERPRETING - JAN 2024	140.00	140.00
2045 - BIRDS BEWARE, INC	PO 15885 GEESE MAINTENANCE	481.28	
	PO 16025 FOR GEESE CONTROL SERVICES	481.28	962.56
1846 - BIS DIGITAL, INC	PO 16009 Meeting Room Recording System	1,175.00	1,175.00
1469 - BLAZE EMERGENCY, LLC	PO 15607 GENERATOR - LIGHT TOWER	150.00	
	PO 16002 Please reference \$150 PO#15607 and split	754.00	904.00
2172 - BROOKDALE COMMUNITY COLLEGE	PO 16064 Introduction to Interpreting Analisis Nune	49.00	49.00
1516 - CANON FINANCIAL SERVICES, INC	PO 16138 PD COPIER SERVICE - FEB 2024	58.92	58.92
1044 - CAROL SMITH	PO 16174 MCAA LUNCHEON - 02/23/24	30.00	30.00
1047 - CENTRAL JERSEY HEALTH INSURANCE	PO 16153 HEALTH / DENTAL INSURANCE - FEB 2024	76,591.89	
	PO 16155 HEALTH / DENTAL INSURANCE - MAR 2024	76,752.00	153,343.89
1050 - CERTIFIED SPEEDOMETER, INC	PO 15916 calibration for police cars	220.00	220.00
1056 - COAST CITIES EQUIPMENT, INC	PO 16030 FOR SERVICE TO 2003 FREIGHTLINER FL112	1,055.49	
	PO 16041 FOR DOT INSPECTION 2003 FREIGHTLINER	161.50	1,216.99
1807 - COLLIERS ENGINEERING & DESIGN	PO 16215 ASBESTOS ABATEMENT & DEMO OF BLDGS	92.50	
	PO 16216 CONSTR ADMIN & OBSERVATION OF BLDG 555	4,959.75	
	PO 16217 BLDG 550 & 551 DEMOLITION	1,023.75	
	PO 16218 WATER SERVICE FOR FMRA BLDG	4,737.50	
	PO 16219 GENERAL ENGINEERING	6,000.00	16,813.50
2102 - DCH FORD OF EATONTOWN	PO 16124 service & repair	760.91	760.91
1446 - DIRECT ENERGY BUSINES	PO 16141 PARK - 01/11-30/24	369.37	
	PO 16142 TRAFFIC LIGHTS - 01/04-02/01/24	66.27	
	PO 16200 STREET LIGHTS - 01/11-29/24	8.37	444.01
1453 - DONNA PHELPS	PO 16171 MEETING DUE TO COVID - 01/20-02/19/24 &	180.18	
	PO 16172 MEETING DUE TO COVID - 12/20/23-01/19/24	90.09	270.27
1124 - GEORGE WALL	PO 15727 CHIEF'S CAR REPAIR	444.68	
	PO 15952 FOR NEW PASSENGER SIDE MIRROR TRUCK 122	115.07	559.75
1941 - GOTO TECHNOLOGIES USA, INC	PO 16205 MONTHLY SERVICES - 2/21/24-03/20/24	199.00	199.00
1889 - GREAT AMERICA FINANCIAL SERVICES	PO 16207 MONTHLY RENTAL	159.00	159.00
2096 - GREG LERTCH DEMOLITION EXCAVATING LLC	PO 16228 ASBESTOS ABATEMENT & DEMOLITION BLDG 886	63,000.00	63,000.00
1145 - INSTITUTE FOR FORENSIC	PO 16122 Psychological Evaluation for Kozak	550.00	550.00
1649 - INTRON TECHNOLOGY, LLC	PO 16175 MONTHLY MANAGED PHONE SERVICES	1,378.56	
	PO 16195 IT MANAGED SERVICES & SOFTWARE LICENSES	4,021.25	5,399.81
1153 - JERSEY CENTRAL POWER & LIGHT	PO 16079 200-00-857-007 - 12/19/23-01/18/24	5,369.23	5,369.23
1480 - JOHN GUIRE SUPPLY	PO 16108 FOR SUPPLIES/REPAIRS	542.59	542.59
1156 - JOHN WEIR	PO 16093 Name Tag for Tac Vest Weir	30.19	30.19
1499 - KEVIN E KENNEDY, ESQ	PO 16193 PB - 2024 MEETINGS	500.00	
	PO 16194 PB Legal - General Services	450.00	950.00
1182 - LAURA McCRAE	PO 16196 BULLETIN - FEB 2024 / MAR 2024	425.00	425.00
2155 - LEADSONLINE PARENT LLC	PO 16074 LeadsOnline Power Plus Investigation Sys	2,960.00	2,960.00

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List of Bills - (All Funds)

8.1.b

Vendor	Description	Payment	Check Total
1814 - LEAF	PO 16176 COPIERS	223.01	223.01
1929 - MCFPPA	PO 15785 GRIFFIN 2024 MEMBERSHIP	30.00	30.00
1204 - MGL PRINTING SOLUTIONS	PO 15997 Stamps	164.00	164.00
1441 - MOCIB	PO 16080 ANNUAL AGENCY DUES	50.00	50.00
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 15945 FOR SALT AND BRINE	7,070.88	
	PO 16008 FOR BRINE	139.00	
	PO 16033 DPW - GASOLINE - DEC 2023	2,241.42	
	PO 16034 PD GASOLINE - DEC 2023	2,090.08	
	PO 16035 OEM GASOLINE - DEC 2023	113.81	
	PO 16036 FA GASOLINE - DEC 2023	323.39	11,978.58
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 16037 FD GASOLINE - DEC 2023	448.18	
	PO 16094 SALT & BRINE JAN 18,19,20, 22 of 2024	1,758.65	
	PO 16095 SALT & BRINE JAN 18,19,20, 22 of 2024	5,905.98	
	PO 16109 REPAIRS & FUEL CHARGES	3,737.33	11,850.14
1237 - MUNICIPAL CLERKS ASSOCIATION OF MONMOUTH	PO 15999 DUES - JEANNE SMITH	75.00	75.00
1739 - MUNICIPAL EMERGENCY SVCS	PO 14302 WASHER	1,323.44	
	PO 14302 WASHER	12,726.56	
	PO 15539 calibration gas for meters	236.00	14,286.00
1245 - NJ AMERICAN WATER CO	PO 16129 OLD WHARF - 01/12-02/09/24	56.71	
	PO 16130 LIBRARY - 01/12-02/09/24	31.66	
	PO 16131 CHARLES PARK - 01/12-02/08/24	22.67	
	PO 16132 MUNICIPAL COMPLEX #1 01/12-02/09/24	190.57	
	PO 16133 OLD WHARF #2 - 01/11-02/08/24	22.67	
	PO 16134 FIRE - 01/12-02/09/24	242.58	
	PO 16135 24 PORT AU PECK - 01/12-02/12/24	182.22	
	PO 16136 OLD WHARF #1 - 01/12-02/09/24	181.58	930.66
1245 - NJ AMERICAN WATER CO	PO 16137 PORT AU PECK FIRE HOUSE - 01/12-02/08/24	190.57	
	PO 16183 BLACKBERRY BAY - 01/12-02/09/24	407.16	597.73
1245 - NJ AMERICAN WATER CO	PO 16184 MUNICIPAL COMPLEX #2 - 01/12-02/09/24	199.56	
	PO 16211 HYDRANT SERVICE - 01/26-02/23/24	8,776.10	8,975.66
1246 - NJ CONFERENCE OF MAYORS	PO 15983 2024 MEMBERSHIP FOR MAYOR	395.00	395.00
1248 - NJ LEAGUE OF MUNICIPALITIES	PO 15893 EMPLOYMENT ADS	160.00	160.00
1251 - NJ NATURAL GAS CO	PO 16164 FAS UTILITIES - 01/18-02/15/24	613.81	
	PO 16165 433 MYRTLE AVE - 01/18-02/15/24	549.48	
	PO 16166 315 E. MAIN - 01/18-02/15/24	356.38	
	PO 16167 LIBRARY - 01/16-02/15/24	302.41	
	PO 16168 21 MAIN STREET - 01/18-02/15/24	624.53	
	PO 16212 930 OCEANPORT WAY - 01/18-02/16/24	1,000.51	
	PO 16213 910 OCEANPORT WAY - 01/18-02/16/24	866.40	
	PO 16214 920 OCEANPORT WAY - 01/18-02/16/24	470.86	4,784.38
1253 - NJ STATE ASSOC CHIEFS - POLICE	PO 15996 DUES	275.00	275.00
2034 - NJAPZA TREASURER	PO 15930 2024 MEMBERSHIP - ECKART	100.00	100.00
1261 - OCEANPORT BOARD OF EDUCATION	PO 16162 MARCH 2024 TAX REMITTANCE & DEBT SERVICE	900,715.50	900,715.50
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 16227 General Legal - JANUARY 2023	4,549.03	4,549.03
1280 - POLICE/FIREMEN RETIREMENT SYS	PO 16127 PFRS PAYMENT 2024	572,676.00	572,676.00
1938 - PRIMEPOINT, LLC	PO 16078 PAYROLL SERVICES - 01/31 & 02/02 & 02/16	1,078.65	1,078.65
1288 - PUBLIC EMPLOYEES RETIREMENT	PO 16128 PERS PAYMENT 2024	146,418.00	146,418.00
2130 - REARDON ANDERSON, LLC	PO 16090 CIVIL LITIGATION	490.00	490.00
1879 - RESERVE ACCOUNT - POSTAGE METER	PO 16187 POSTAGE REFILL	1,000.00	1,000.00
2051 - ROBERT BERG	PO 16189 DRAWDOWN FROM BLANKET FOR BOOTS	125.00	125.00
1607 - RUTGERS UNIVERSITY	PO 16020 ATHLETIC FIELD MAINT & CONST ONLINE	550.00	
	PO 16026 SKIN SURFACE SELECT 2/22/24	175.00	725.00
1911 - SANITATION EQUIPMENT CORPORATION	PO 16082 TRUCK DECALS	356.34	356.34
1315 - SEABOARD WELDING SUPPLY, INC.	PO 16062 FOR MONTHLY DPW CYLINDER FOR WELDING	40.25	40.25
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 16159 CONTRACT RENEWAL FOR CLERK'S OFFICE	51.39	51.39
1323 - SHORE REGIONAL HIGH SCHOOL	PO 16081 JANUARY 2024 TAX / DEBT SERVICE	16,544.53	
	PO 16161 MARCH 2024 TAX REMITTANCE	319,527.93	336,072.46
1325 - SHREWSBURY AUTO PARTS	PO 16031 FOR SUPPLIES	90.75	
	PO 16040 FOR SUPPLIES	364.59	455.34
1325 - SHREWSBURY AUTO PARTS	PO 16096 FOR SUPPLIES	85.08	85.08
1849 - TABB INC	PO 16210 BACKGROUND CHECK - NEW EMPLOYEE	56.00	56.00
1344 - TD BANK WEALTH MANAGEMENT	PO 15966 MCIA 2022A DEBT SERVICE	50,836.29	50,836.29
1345 - TEAM LIFE, INC	PO 16110 CPR & AED Cards for Officers	210.00	210.00

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List of Bills - (All Funds)

8.1.b

Vendor	Description	Payment	Check Total
1348 - THE HOME DEPOT	PO 16077 PALLET OF SAKRETE BLACKTOP PATCH ALL WEA	590.00	
	PO 16107 FOR SUPPLIES	520.82	
	PO 16188 DRAWDOWN FROM BLANKET PO 15812 FOR SUPPL	15.97	1,126.79
1580 - THE TWO RIVER TIMES	PO 16169 LEGAL NOTICES	90.66	90.66
1380 - US BANK OPERATIONS CENTER	PO 16084 INTEREST ON CAPITAL LEASE	399.98	
	PO 16144 2022B GOV'T POOLED LOAN REVENUE BONDS	350.00	
	PO 16145 2021B GOV'T POOLED LOAN REVENUE BOND	475.00	1,224.98
1387 - VERIZON	PO 16087 LIBRARY PHONE - 02/07-03/06/24	265.26	
	PO 16088 OLD WHARF HOUSE FIRE MONITORING - 02/08-	102.23	
	PO 16139 910 OCEANPORT WAY FIRE MONITORING - 02/1	117.26	
	PO 16190 910 OCEANPORT WAY INTERNET - 02/13-03/12	149.00	
	PO 16209 POLICE FIOS -02/24-03/23/24	335.82	969.57
1559 - Verizon Wireless	PO 16091 UCC/CLERK WIRELESS - 02/02-03/01/24	65.50	65.50
1388 - VERIZON WIRELESS	PO 16092 POLICE WIRELESS - 01/24-02/23/24	691.29	691.29
1392 - W.B. MASON CO, INC	PO 15858 SUPPLIES	101.75	
	PO 16065 SUPPLIES	408.71	510.46
1398 - WORLD JEEP CHRYSLER	PO 16123 vehicle repairs	938.92	938.92
Capital Fund			
1807 - COLLIERS ENGINEERING & DESIGN	PO 16220 2023 ROAD PROGRAM	9,247.22	
	PO 16221 OLD WHARF PARKNG LOT & DESIGN	495.30	9,742.52
2040 - MECO, INC	PO 16226 2022 ROAD PROGRAM	176,715.69	176,715.69
DOG TRUST FUND			
1445 - Monmouth County SPCA	PO 16022 ANIMAL CONTROL SERVICES - DEC 2023	425.00	
	PO 16143 ANIMAL CONTROL SERVICES - JAN 2024	425.00	850.00
OPEN SPACE TRUST			
2045 - BIRDS BEWARE, INC	PO 15885 GEESE MAINTENANCE	893.75	
	PO 16025 FOR GEESE CONTROL SERVICES	893.75	1,787.50
2003 - POOR JOHN PORTABLE TOILETS	PO 16140 PORTA JOHNS - GATTA PARK 02/01/24	326.00	326.00
1344 - TD BANK WEALTH MANAGEMENT	PO 15966 MCIA 2022A DEBT SERVICE	64,132.55	64,132.55
1348 - THE HOME DEPOT	PO 16097 FOR SUPPLIES/ BLEACHERS MARIA GATTA	318.63	318.63
SUI Trust			
1330 - STATE OF NEW JERSEY	PO 16083 2ND QUARTER 2022 UNEMPLOYMENT	332.00	332.00
UCC Trust			
1649 - INTRON TECHNOLOGY, LLC	PO 15980 Workstations	2,468.00	2,468.00
1814 - LEAF	PO 16176 COPIERS	223.00	223.00
1559 - Verizon Wireless	PO 16091 UCC/CLERK WIRELESS - 02/02-03/01/24	144.82	144.82
1392 - W.B. MASON CO, INC	PO 15858 SUPPLIES	104.56	104.56
DEVELOPERS ESCROW TRUST			
1807 - COLLIERS ENGINEERING & DESIGN	PO 15467 Engineering - Oport Partners LLC - Phase	175.00	
	PO 15796 Engineering - MPCCII	6,232.50	
	PO 15820 Engineering - MPCCII	1,693.75	
	PO 15869 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 16113 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 16114 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 16115 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 16116 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	8,726.25
1807 - COLLIERS ENGINEERING & DESIGN	PO 16117 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	125.00
1499 - KEVIN E KENNEDY, ESQ	PO 16192 PB Legal	420.00	420.00
2027 - MARTELLI AT OCEANPORT LLC	PO 16241 PERFORMANCE GUARANTEE RELEASE	17,742.20	17,742.20
2177 - MPCC II	PO 16243 PERFORMANCE BOND REDUCTION	296,793.00	296,793.00
TOTAL			2,927,258.75

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
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ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	2,254,722.97
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	2,346.14			
01-201-20-120-200	MUNICIPAL CLERK OE	8,062.26			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	1,277.24			
01-201-20-145-200	COLLECTION OF TAXES OE	24.31			
01-201-20-155-200	LEGAL SERVICES OE	5,039.03			
01-201-20-165-200	BOROUGH ENGINEER OE	6,000.00			
01-201-21-180-200	PLANNING BOARD OE	1,050.00			
01-201-23-210-202	HEALTH	144,962.49			
01-201-23-210-203	DENTAL	8,381.40			
01-201-25-240-200	POLICE OE	7,406.45			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	8,776.10			
01-201-25-260-200	FIRST AID ORGANIZATION OE	613.81			
01-201-25-265-209	REPAIRS & MAINTENANCE	754.00			
01-201-25-265-400	FIRE BUREAU OE	30.00			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	765.25			
01-201-26-300-271	REPAIRS	1,332.06			
01-201-26-300-273	SUPPLIES	1,698.67			
01-201-26-300-277	BITUMINOUS CONCRETE	590.00			
01-201-26-300-281	UNIFORM RENTAL	125.00			
01-201-26-300-282	SALT & SAND	14,874.51			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	1,499.35			
01-201-26-310-252	REPAIRS & EQUIPMENT	1,470.69			
01-201-31-430-203	TELEPHONE/INTERNET	2,372.33			
01-201-31-430-204	WATER/SEWER	1,727.95			
01-201-31-430-205	NATURAL GAS	4,170.57			
01-201-31-430-207	STREET LIGHTING	444.01			
01-201-36-471-200	P.E.R.S. OE	146,418.00			
01-201-36-475-200	P & F RETIREMENT SYSTEM OE	572,676.00			
01-201-43-490-200	MUNICIPAL COURT OE	350.18			
01-201-45-920-200	DEBT SERVICE OE	51,236.27			
01-203-20-100-200	(2023) ADMINISTRATIVE & EXECUTIVE OE		90.09		
01-203-20-120-200	(2023) MUNICIPAL CLERK OE		1,295.00		
01-203-20-130-200	(2023) FINANCIAL ADMINISTRATION OE		1,264.00		
01-203-25-240-200	(2023) POLICE OE		542.77		
01-203-25-240-300	(2023) PUBLIC SAFETY EQUIPMENT		1,323.44		
01-203-25-265-200	(2023) FIRE DEPARTMENT OE		236.00		
01-203-25-265-209	(2023) REPAIRS & MAINTENANCE		594.68		
01-203-25-265-400	(2023) FIRE BUREAU OE		449.02		
01-203-26-300-271	(2023) REPAIRS		3,737.33		
01-203-26-310-252	(2023) REPAIRS & EQUIPMENT		1,250.00		
01-203-30-430-000	(2023) FMERA ENGINEERING SERVICES		92.50		
01-203-31-430-207	(2023) STREET LIGHTING		5,369.23		
01-203-31-430-208	(2023) GASOLINE & OIL		5,216.88		
01-206-55-000-046	REGIONAL SCHOOL TAX			336,072.46	
01-207-55-000-045	LOCAL SCHOOL TAX			900,715.50	
TOTALS FOR	Current Fund	996,474.07	21,460.94	1,236,787.96	2,254,722.97
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	91,584.06
02-213-40-700-011	AMERICAN RESCUE PLAN FIREFIGHTER GRANT			12,726.56	
02-213-40-700-067	FMERA MOU - 886			63,000.00	
02-213-40-700-068	FMERA MOU-555			10,096.25	
02-213-40-700-069	FMERA MOU-550 & 551			1,023.75	
02-213-40-700-070	FMERA MOU-600 AREA WATER			4,737.50	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	91,584.06	91,584.06
04-101-01-100-011	CAPITAL CASH - TD			0.00	186,458.21
04-215-55-993-A00	2022 ROAD PROGRAM - ORD #1053			177,210.99	
04-215-55-995-A00	2023 ROAD PROGRAM			9,247.22	
TOTALS FOR	Capital Fund	0.00	0.00	186,458.21	186,458.21

8.1.b

8.1.b

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
05-101-00-100-011	CASH - TD			0.00	850.00
05-270-00-500-020	RESERVE FOR EXPENDITURES			850.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	850.00	850.00
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	66,564.68
06-270-00-500-020	RESERVE FOR OPEN SPACE			66,564.68	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	66,564.68	66,564.68
14-101-01-100-101	Cash SUI Trust			0.00	332.00
14-270-55-600-155	Reserve for SUI			332.00	
TOTALS FOR	SUI Trust	0.00	0.00	332.00	332.00
18-101-01-100-101	CASH UCC TRUST			0.00	2,940.38
18-270-55-600	RESERVE FOR UCC TRUST			2,940.38	
TOTALS FOR	UCC Trust	0.00	0.00	2,940.38	2,940.38
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	323,806.45
61-270-55-600-205	RES.FOR DEV.ESCROW			323,806.45	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	323,806.45	323,806.45

Total to be paid from Fund 01 Current Fund	2,254,722.97
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	91,584.06
Total to be paid from Fund 04 Capital Fund	186,458.21
Total to be paid from Fund 05 DOG TRUST FUND	850.00
Total to be paid from Fund 06 OPEN SPACE TRUST	66,564.68
Total to be paid from Fund 14 SUI Trust	332.00
Total to be paid from Fund 18 UCC Trust	2,940.38
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	323,806.45
	=====
	2,927,258.75

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

From 02/01/2024 to 03/31/2024 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
2/23/2024	16153			01-201-23-210-202 01-201-23-210-203	HEALTH DENTAL CENTRAL JERSEY HEALTH INSURANC	72,405.49 4,186.40	76,591.89	01-101-01-000-011
2/23/2024	16155			01-201-23-210-202 01-201-23-210-203	HEALTH DENTAL CENTRAL JERSEY HEALTH INSURANC	72,557.00 4,195.00	76,752.00	01-101-01-000-011
2/23/2024	16127			01-201-36-475-201	POLICE & FIREMEN'S RETIREMENT SYSTEM POLICE/FIREMEN RETIREMENT SYS	572,676.00	572,676.00	01-101-01-000-011
2/23/2024	16128			01-201-36-471-202	PUBLIC EMPLOYEE'S RETIREMENT SYSTEM PUBLIC EMPLOYEES RETIREMENT	146,418.00	146,418.00	01-101-01-000-011
2/23/2024	16081			01-206-55-000-046	JANUARY 2024 DEBT SERVICE SHORE REGIONAL HIGH SCHOOL	16,544.53	16,544.53	01-101-01-000-011
2/23/2024	15966			01-201-45-930-213 01-201-45-930-213	GENERAL CAPITAL INTEREST FUNDS ON DEPOSIT TD BANK WEALTH MANAGEMENT	51,675.00 -838.71	50,836.29	01-101-01-000-011
2/23/2024				06-270-00-500-024 06-270-00-500-024	OPEN SPACE INTEREST FUNDS ON DEPOSIT TD BANK WEALTH MANAGEMENT	65,200.00 -1,067.45	64,132.55	06-101-01-100-011
2/27/2024	14302			02-213-40-700-011	WASHER MUNICIPAL EMERGENCY SERVICES INC	12,726.56	12,726.56	02-160-05-000-001
2/29/2024	16162			01-207-55-000-045	MARCH 2024 TAX REMITTANCE OCEANPORT BOARD OF EDUCATION	900,715.50	900,715.50	01-101-01-000-011
2/29/2024	16161			01-206-55-000-046	SHORE REGIONAL HIGH SCHOOL	319,527.93	319,527.93	01-101-01-000-011

FEBRUARY SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				2,160,062.14
02-160-05-000-001	DUE TO/FROM CURRENT FUND				12,726.56
06-101-01-100-011	OPEN SPACE CASH - TD				64,132.55
01-201-23-210-202	HEALTH		144,962.49		
01-201-23-210-203	DENTAL		8,381.40		
01-201-36-471-202	PERS		146,418.00		
01-201-36-475-201	P & F RETIREMENT SYSTEM		572,676.00		
01-201-45-930-213	INTEREST ON BONDS		50,836.29		
01-206-55-000-046	REGIONAL SCHOOL TAX			336,072.46	
01-207-55-000-045	LOCAL SCHOOL TAX			900,715.50	
02-213-40-700-011	AMERICAN RESCUE PLAN FIREFIGHTER GRANT			12,726.56	
06-270-00-500-024	RESERVE FOR MARIA GATTA FIELDS			64,132.55	
FEBRUARY TOTALS (FOR RANGE):			923,274.18	1,313,647.07	2,236,921.25

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

8.1.c

From 02/01/2024 to 03/31/2024 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
3/04/2024		16228		02-213-40-700-067	FINAL PAYMENT GREG LERTCH DEMOLITION EXCAVATING LLC	63,000.00	63,000.00	02-160-05-000-001
3/04/2024		16226		04-215-55-993-A01	2022 ROAD PROGRAM MECO, INC	176,715.69	176,715.69	04-101-01-100-011
3/05/2024		16243		61-270-55-600-205	RESOLUTION 2024-67 MPCC II	296,793.00	296,793.00	61-101-01-100-101
3/05/2024		16241		61-270-55-600-205 61-270-55-600-205	PERFORMANCE GUARANTEE CASH GUARANTEE MARTELLI AT OCEANPORT LLC	15,968.00 1,774.20	17,742.20	61-101-01-100-101

MARCH SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
02-160-05-000-001	DUE TO/FROM CURRENT FUND				63,000.00
04-101-01-100-011	CAPITAL CASH - TD				176,715.69
61-101-01-100-101	CASH-DEV.ESCROW/TD				314,535.20
02-213-40-700-067	FMERA MOU - 886		63,000.00		
04-215-55-993-A01	2022 ROAD PROGRAM - ORD #1053		176,715.69		
61-270-55-600-205	RES.FOR DEV.ESCROW		314,535.20		
MARCH TOTALS (FOR RANGE):				554,250.89	554,250.89
				=====	=====

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				2,160,062.14
02-160-05-000-001	DUE TO/FROM CURRENT FUND				75,726.56
04-101-01-100-011	CAPITAL CASH - TD				176,715.69
06-101-01-100-011	OPEN SPACE CASH - TD				64,132.55
61-101-01-100-101	CASH-DEV.ESCROW/TD				314,535.20
01-201-23-210-202	HEALTH	144,962.49			
01-201-23-210-203	DENTAL	8,381.40			
01-201-36-471-202	PERS	146,418.00			
01-201-36-475-201	P & F RETIREMENT SYSTEM	572,676.00			
01-201-45-930-213	INTEREST ON BONDS	50,836.29			
01-206-55-000-046	REGIONAL SCHOOL TAX		336,072.46		
01-207-55-000-045	LOCAL SCHOOL TAX		900,715.50		
02-213-40-700-011	AMERICAN RESCUE PLAN FIREFIGHTER GRANT		12,726.56		
02-213-40-700-067	FMERA MOU - 886		63,000.00		
04-215-55-993-A01	2022 ROAD PROGRAM - ORD #1053		176,715.69		
06-270-00-500-024	RESERVE FOR MARIA GATTA FIELDS		64,132.55		
61-270-55-600-205	RES.FOR DEV.ESCROW		314,535.20		
TOTALS (FOR RANGE):				923,274.18	2,791,172.14
				=====	=====

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION AMENDING THE TEMPORARY
BUDGET FOR THE SCHOOL RESOURCE OFFICER AGREEMENT WITH THE BOARD OF EDUCATION**

Resolution #2024-82
03/7/24

WHEREAS, the appropriations set forth in the 2024 temporary budget are insufficient to meet the financial obligations as set forth below; and

WHEREAS, the permanent budget for the year 2024 has not yet been adopted; and

WHEREAS, the total emergency temporary appropriations adopted in the year 2024 pursuant to the provisions of N.J.S.A. 40A:4-20 included in this resolution total \$3,793,560.00.

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 2024 temporary fiscal budget is hereby amended to provide for an emergency temporary appropriation in the amount of \$327,200.00 and said appropriations are as follows:

2024 temporary budget

APPROPRIATIONS		OTHER EXPENSES
SRO Agreement – Board of Education	\$	25,000.00
TOTAL	\$	25,000.00

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING 2023 BUDGET APPROPRIATION TRANSFERS**

Resolution #2024-83
03/7/24

WHEREAS, it shall become necessary to expend for some of the purposes specified in the Budget an excess of the respective sums appropriated, and

WHEREAS, there is an excess in one or more appropriations over and above the amount deemed necessary to fulfill the purposes of such appropriations, and

WHEREAS, the transfers about to be authorized do not affect an appropriation to which or from which transfers are prohibited under the statutes.

NOW, THEREFORE, BE IT RESOLVED the following transfers between appropriations be authorized pursuant to N.J.S.A. 40A:4-58:

BUDGET TRANSFERS - 03/07/24

FROM:	AMOUNT	ACCOUNT
Electricity	\$ (3,000.00)	01-203-31-430-201
	\$ (3,000.00)	
 TO:		
Street Lighting	\$ 3,000.00	01-203-31-430-207
	\$ 3,000.00	

BE IT FURTHER RESOLVED that a copy of this resolution be filed forthwith with the Borough's Chief Financial Officer.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF ROBERT BERG AS PERMANENT PART TIME LABORER IN THE PUBLIC WORKS
DEPARTMENT**

**Resolution #2024-84
03/7/24**

WHEREAS, Robert Berg was appointed as a seasonal laborer for the Public Works Department pursuant with Resolution #2023-58; and

WHEREAS, the Public Works Superintendent and Borough Administrator have recommended the promotion of Robert Berg to permanent part time laborer; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor & Council of the Borough of Oceanport, that Robert Berg is hereby appointed to the Department of Public Works for the position of permanent part time labor effective February 5, 2024.

BE IT RESOLVED, that a copy of this resolution shall be forwarded to the Public Works Superintendent, Borough Administrator, Chief Financial Officer and the Payroll Clerk.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT FOR THE 600 AREA WATER SERVICES PROJECT BETWEEN THE
BOROUGH OF OCEANPORT AND VAUGHAN CONSTRUCTION**

**Resolution #2024-85
03/7/24**

WHEREAS, the Borough of Oceanport advertised for bids for the Water Services for FMERA Buildings 600-603 pursuant with the Memorandum of Understanding for the 600 Area Water Services project between the Borough and the Fort Monmouth Economic Revitalization Authority (FMERA) approved and adopted by Resolution #2024-43; and

WHEREAS, the said bid solicitation process was effectuated in accordance with prevailing provision of the Local Public Contracts Law, pursuant to N.J.S.A 40A:11-1 et seq.; and

WHEREAS, in response to the subject bid solicitations process, the Borough of Oceanport received ten (10) bids; and

WHEREAS, the lowest responsible bid submitted by Vaughan Construction of Atlantic Highlands, New Jersey hereinafter referred to as "Contractor" was a base bid of \$232,000.00; and

WHEREAS, the Borough Engineer's recommendation is to award the base bid for a contract total in the sum of Two Hundred Thirty Two Thousand Dollars and Zero cents (\$232,000.00); and

WHEREAS, the Contractor has complied with the mandatory requirements of N.J.S.A. 40A:11-23.2; and

WHEREAS, FMERA has reviewed and approved same,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport as follows:

1. That the Borough of Oceanport is hereby authorized to award the 600 Area Water Services Project to Vaughan Construction of Atlantic Highlands, New Jersey subject to the conditions set forth herein.
2. That said Contract shall be in the total sum of Two Hundred Thirty Two Thousand Dollars and Zero cents (\$232,000.00).
3. That the within award of Contract shall be contingent upon the Contractor submitting an Appropriate Performance Security, which guarantees shall be approved as to form by the Borough Attorney.
4. That the Mayor and Clerk are hereby authorized to sign any and all documents necessary to effectuate the intentions of the within Resolution - including but not limited to the Contract subject to the review of said Contract by the Borough Attorney.

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, certify that there are sufficient uncommitted funds available in the FMERA MOU 600 Area Water Services Account in the amount of \$232,000.00 for the stated purpose.


Catherine D. LaPorta, CFO

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



February 20, 2024

VIA EMAIL & HAND DELIVERY

Honorable Mayor Tvrdik and Council
Borough of Oceanport
910 Oceanport Way
P. O. Box 370
Oceanport, NJ 07757

Recommendation of Award
Water Service for FMERA Buildings 600-603
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Project No. OPB-0185

Dear Mayor Tvrdik and Council,

On Thursday, February 15, 2024, at 11:00 am, ten (10) bids were received for the Water Service for FMERA Buildings 600-603. We have reviewed the bids and found them to be in order.

A comparison of the bids is as follows:

BIDDER	BASE BID
VAUGHAN CONSTRUCTION	\$232,000.00
PM CONSTRUCTION	\$233,832.39
JO-MED CONTRATING CORP	\$249,000.00
PRECISE CONSTRUCTION	\$259,515.00
AB KURRE CONTRACTING	\$278,520.00
JAMES R. IENTILE, INC.	\$317,581.00
EARLE ASPHALT COMPANY	\$329,313.13
MONARCH EXCAVATION	\$335,000.00
KIELY CIVIL LLC	\$374,670.00
MONTANA CONSTRUCTION	\$439,569.00



Our office contacted several of the companies provided as references and their work was found to be acceptable. Based upon our review of the above-referenced bid, it is our recommendation that the contract be awarded to **Vaughan Construction and Excavating, 82 Grand Avenue, Atlantic Highlands, NJ.**

Any award shall be conditioned upon the review and approval of the enclosed bid documents by the Borough Attorney, approval by FMERA and the availability of funds.

Should you have any questions or require additional clarification, please do not hesitate to contact me directly.

Sincerely,

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

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

William H.R. White, III, P.E., P.P., CME, CFM, CPWM
Oceanport Borough Engineer

WHW/slh
Enclosures

cc: Jeanne Smith, RMC, Borough Clerk (via email & hand-delivery)
Andrew Bayer, Esq., Borough Attorney (via email)
Regina McGrade, FMERA (via email)
Joseph Fallon, FMERA (via email)

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**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AMENDMENT TO THE BOROUGH'S HEALTH BENEFIT PLAN FOR COMPLIANCE
WITH RECENT IRS REGULATIONS AND QUALIFIED PLANS**

**Resolution #2024-76
03/7/24**

WHEREAS, the Borough of Oceanport has need to amend its Central Jersey Health Insurance Fund (CJHIF) High Deductible Health Plan (HDHP) for compliance with Internal Revenue Service ("IRS") rules applicable to HDHPs specifically, the minimum deductible to contribute to a qualified Health Savings Account ("HSA") under IRS rules;

WHEREAS, the Borough of Oceanport finds it in the best interest of the Borough and its employees to amend the HDHP to ensure the deductibles and out-of-pocket maximums applicable to the CJHIF's HDHP,

NOW THEREFORE, BE IT RESOLVED by the Mayor & Council the following shall be implemented:

1. Effective for plan year 2024, the CJHIF will amend the Borough's HDHP Base plan for compliance with IRS regulations.
2. The HDHP minimum deductible set by the IRS for each plan year for single coverage shall be \$1,600 and the HDHP minimum deductible set by the IRS for each plan year for family coverage shall be \$3,200.
3. The HSA contribution limit for the CJHIF HDHP will be the HSA contribution limit set by the IRS for each plan year.
4. The HSA catch-up contribution limit for the CJHIF HDHP for persons age 55 or older will be the amount set by the IRS for each plan year.
5. The rest of the terms applicable to the CJHIF HDHP plan remain unchanged.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF A TEMPORARY FIRE INSPECTOR FOR THE CONSTRUCTION DEPARTMENT**

Resolution #2024-86
03/7/24

WHEREAS, there is a temporary need for a temporary fire inspector due to an unforeseen medical leave;
and

WHEREAS, the Construction Official made arrangements for David Olsen to perform said duties in the interim and is now recommending the appointment of David Olsen as a temporary Inspector to fulfill those duties until such time that the medical leave is completed; and

WHEREAS, Mr. Olsen is willing and able to accept the position and has the appropriate license requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Oceanport, that David Olsen is hereby appointed as a temporary Fire Inspector at a rate of \$45.00 per hour effective March 4, 2024.

BE IT RESOLVED, that a copy of this resolution shall be forwarded to the Construction Official, Borough Administrator, Chief Financial Officer and the Payroll Clerk.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AMENDING CONTRACT WITH COMMUNITY GRANTS, PLANNING & HOUSING" (CGP&H) TO SERVE
AS THE ADMINISTRATIVE AGENT FOR THE BOROUGH OF OCEANPORT**

Resolution #2024-87
03/7/24

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act") the Municipality implemented a program to provide affordable housing units to low- and moderate-income households desiring to live within the Municipality; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls may be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, the Municipality has selected Community Grants, Planning & Housing (CGP&H), a New Jersey Department of Community Affairs approved affordable housing administrative agent, to be the Administrative Agent for the purposes of providing affordability control services for all affordable housing within the municipality, unless otherwise specified, as included in this contract.

WHEREAS, pursuant with N.J.S.A. 40A:11-3(a)(b), the Borough desires to enter into a one year contract with the CGP&H to serve as its Administrative Agent and administer its affordable housing program for the period January 1, 2024 through December 31, 2024; and

WHEREAS, costs associated with the contract shall be either paid by the developer, unit owner or landlord of the affordable housing unit/project. Costs related to a Borough program or a resale program shall be authorized in accordance with N.J.A.C. 5:30-5.4,

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

1. Community Grants, Planning & Housing (CGP&H) is the Administrative Agent for the Borough of Oceanport's Affordable Housing Program.

2. The Mayor and Borough Clerk are hereby authorized to execute a revised contract on behalf of the Borough of Oceanport with Community Grants, Planning & Housing (CGP&H) subject to review by the Borough Attorney.

3. That the contract shall also provide for an open-ended contract for services performed in regards to affordable housing services contingent upon the availability of funds in the Affordable Housing Trust Fund not to exceed \$10,300 for CY2024. Funds will be certified and encumbered by individual purchase order prior to each request for service pursuant with N.J.A.C. 5:30-5.5

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Borough of Oceanport (hereinafter referred to as "Borough"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Borough and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Borough Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2024 for a period of twelve (12) months terminating at the close of business on the 31st day of December, 2024 The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Borough Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.

- d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.
4. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
 5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Borough of Oceanport during the period set forth herein above.
 6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Oceanport as evidenced by a duly adopted Resolution.
 7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Oceanport harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
 8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Oceanport Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BOROUGH OF OCEANPORT

BY: _____

BY: _____

NAME: Jeanne Smith

NAME: Thomas J. Tvrdik

TITLE: Borough Clerk

TITLE: Mayor

DATE: _____

WITNESS:

CGP&H, LLC

NAME: _____

NAME: John Burton, MPA

TITLE: _____

TITLE: Chief Operating Officer

DATE: _____

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

CGP&H will provide municipality with professional services for the purposes described in this proposal. CGP&H will only bill for services performed, and therefore, the actual amount billed may be considerably less than the budgets presented below depending on the breadth of services requested by municipality.

The fee tables on the following pages delineate the fee structure for each fee category. CGP&H may invoice above an individual fee category budget amount or individual fee line item budget amount without additional authorization, however CGP&H will not perform professional services or bill for services that would exceed the total contract not-to-exceed amount without prior authorization from the municipality.

See the following pages for a detailed breakdown of all fees.

ADMINISTRATIVE AGENT GENERAL SERVICES paid by Municipality	
1. Municipal Services	Not-to-exceed \$10,000 billed hourly at a rate of \$150 per hour for senior staff which include planners and department supervisors
2. Applicant Services	Monthly flat fee of \$0 per month for a total of \$0 per year. <i>This line item is not anticipated to be required and therefore will not be implemented without additional written authorization and change order.</i>
3. Administrative Agent Resale Fee	\$2,000 flat fee payable by Municipality for each sale unit when home gets listed for sale. <i>A fee of 3% of the resale price will be paid from the seller at the closing to CGP&H.</i>
4. Subordination Requests	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.
5. Direct Costs	Reimbursement for expenses. Not to exceed \$300 per contract year.
TOTAL PAID BY MUNICIPALITY	Not-to-exceed \$10,300 including up to 0 units listed for sale.

1. Municipal Services: This may include, but is not limited to:

- Implementing Affirmative Marketing Plan postings and other compliance requirements
- Creation/Updates to the Administrative Agent Operating Manual and Affirmative Marketing Plan, when required
- Distressed Properties follow up activities
- Responding to initial private developer inquiries
- Advising Municipality on affordable housing requirements for new developments
- Foreclosure prevention activities
- CTM entry of trust fund or unit information
- Enforcing affordability controls, including annual mailings to homeowners
- Program setup for Accessory Apartment program
- Program setup for Affordability Assistance Programs
- Trust Fund Monitoring and Unit Monitoring
- Assisting with Spending Plan revisions
- Extension of Controls
- Releasing controls at end of control period
- Calculating annual tax assessments for affordable homeowners
- Midpoint Review
- Group home research to document creditworthiness

If the municipality requires additional services above this line item's budgetary cap, CGP&H will request permission to proceed before invoicing further.

CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that other administrative agents administering affordable housing units in the Municipality are meeting the regulations until further direction is provided by the State of New Jersey.

2. **Applicant Services:** *This line item is not anticipated to be required and therefore will not be implemented without additional written authorization and change order.*

This may include, but is not limited to:

- Affordable Housing Waitlist Management for existing Sales and Rental units
- Responding to general affordable housing inquiries from pre-applicants, applicants, and existing affordable housing owners
- Unit Administration
- Management of general inquiries
- Responding to existing homeowners' inquiries (intent to sell requests, etc.)
- Processing requests for loan subordinations/approval of equity loans and refinancing
- Answering Affordability Assistance Questions
- Advising on annual increases for Market to Affordable, Accessory Apartment, and other units

3. **Administrative Agent Resale Fee:** This includes but is not limited to:

- Facilitation of the resale of any affordable sales unit that is put up for sale by current owner
- Certifying a buying household(s) as eligible
- Sending potential purchasers to the unit
- Facilitating an agreement between buyer and seller
- Preparing and filing closing documents.

The flat fee that is paid by the Municipality will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale during the sale process, and the unit does not go to closing, this flat fee is still applicable and will not be returned or cancelled.

4. **Subordination Requests:** includes the cost of processing mortgage Subordination Requests during the affordability control period.

5. **Direct Costs:** this includes, but is not limited to:

- Reimbursement for direct costs for large scale printing jobs; postage; affirmative marketing mailing, mailings to affordable housing homeowners; poster production; expedited mailings or messenger services, etc.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE _____

TITLE CHIEF OPERATING OFFICER

DATE _____

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A CONTRACT WITH COMMUNITY GRANTS, PLANNING & HOUSING" (CGP&H) TO
PROVIDE PROFESSIONAL SERVICES FOR THE BOROUGH'S AFFORDABILITY ASSISTANCE
PROGRAM AND ACCESSORY APARTMENT PROGRAM**

**Resolution #2024-88
03/7/24**

WHEREAS, the Borough has appointed Community Grants, Planning & Housing (CGP&H), a New Jersey Department of Community Affairs approved affordable housing administrative agent, to be the Borough's Affordable Housing Administrative Agent under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act"); and

WHEREAS, the Borough also desires to appoint CGP&H to provide services for the Borough's Affordability Assistance and Accessory Apartment Programs; and

WHEREAS, pursuant with N.J.S.A. 40A:11-3(a)(b), the Borough desires to enter into a one year contract with the CGP&H to serve as its Administrative Agent and administer its affordable housing program for the period January 1, 2024 through December 31, 2024; and

WHEREAS, costs associated with the contract shall be either paid by the developer, unit owner or landlord of the affordable housing unit/project. Costs related to a Borough program or a resale program shall be authorized in accordance with N.J.A.C. 5:30-5.4; and

WHEREAS, the Borough Administrator has reviewed the proposed programs and services and recommends the appointment of CGP&H to provide the services described herein,

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

1. Community Grants, Planning & Housing (CGP&H) is the Affordable Housing Administrative Agent for the Borough of Oceanport and the work to be performed will be consistent with their original contract.
2. The Mayor and Borough Clerk are hereby authorized to execute the contract on behalf of the Borough of Oceanport with Community Grants, Planning & Housing (CGP&H) for professional services for the Borough's Affordability Assistance and Accessory Apartment Programs.
3. The contract provides for Affordability Assistance Program services for a flat fee of \$425 for each first month's rent program application, a flat fee of \$525 for each down payment assistance program application and an hourly rate of \$150/hr for senior staff and \$105/hr for all other staff for all other services related to affordability assistance implementation.
4. The contract provides for Accessory Apartment Program Implementation services at an hourly rate of \$150/hr for senior staff and \$105/hr for all other staff for a total amount not to exceed \$7,000.
5. That the contract provides for an open-ended contract for services performed in regards to these program services contingent upon the availability of funds in the Affordable Housing Trust Fund. Funds will be certified and encumbered by individual purchase order prior to each request for service pursuant with N.J.A.C. 5:30-5.5

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Borough of Oceanport (hereinafter referred to as “Borough”), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as “CGP&H”); and

WHEREAS, both the Borough and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Borough Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2024 for a period of twelve (12) months terminating at the close of business on the 31st day of December, 2024 The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word “contract” is hereinafter defined and in accordance with all other terms and provisions.
3. The “contract” shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Borough Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.

- d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.
4. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
 5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Borough of Oceanport during the period set forth herein above.
 6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Oceanport as evidenced by a duly adopted Resolution.
 7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Oceanport harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
 8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Oceanport Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BOROUGH OF OCEANPORT

BY: _____

BY: _____

NAME: Jeanne Smith, RMC

NAME: Thomas J. Tvrdik

TITLE: Borough Clerk

TITLE: Mayor

DATE: _____

WITNESS:

CGP&H, LLC

NAME: _____

NAME: John Burton, MPA

TITLE: _____

TITLE: Chief Operating Officer

DATE: _____

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

CGP&H will provide municipality with professional services for the purposes described in this proposal. CGP&H will only bill for services performed, and therefore, the actual amount billed may be considerably less than the budgets presented below depending on the breadth of services requested by municipality.

The fee tables on the following pages delineate the fee structure for each fee category. CGP&H may invoice above an individual fee category budget amount or individual fee line item budget amount without additional authorization, however CGP&H will not perform professional services or bill for services that would exceed the total contract not-to-exceed amount without prior authorization from the municipality.

See the following pages for a detailed breakdown of all fees.

AFFORDABILITY ASSISTANCE PROGRAM SERVICES

Affordability Assistance Program Services	CGP&H will charge a flat fee of \$425 for each first month's rent program application. CGP&H will charge a flat fee of \$525 for each down payment assistance program application. For all other services related to affordability assistance implementation, CGP&H will bill hourly at \$150 per hour for senior staff, and \$105 per hour.
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Affordability Assistance Program Services: Once programs are selected and manuals written are and approved, administration of these affordability assistance programs includes, but is not limited to:

- Soliciting applications
- Distributing and processing applications
- Income certifying applicants, when required.
- Reviewing and approving applications.
- Tracking the disbursement of funds for required reporting.
- Keeping records of all affordability assistance provided.

ACCESSORY APARTMENT PROGRAM SERVICES

Accessory Apartment Program Implementation	Not to exceed \$7,000 per unit billed hourly at \$150 per hour for President, Vice President and all senior staff, and \$105 per hour for all other staff.
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Accessory Apartment Program Implementation: After the program manual is written and approved, this includes, but is not limited to:

- Ongoing marketing to existing residents
- Distributing marketing materials
- Answering homeowner inquiries
- Brining applications from initial submission through to case closing.
- The not-to-exceed for this line item may require revision based on local homeowner interest in the program, or if homeowners start the process but do not finish, etc.

The Municipality can decide whether it wants owners of future accessory rental units to pay CGP&H to market and fill their vacancies whenever that occurs, or whether the Municipality will cover those periodic expenses. Many of our clients decide to cover this expense, as turnover is generally slow, and it further encourages homeowner participation.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE _____

TITLE CHIEF OPERATING OFFICER

DATE _____

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A CONTRACT WITH COMMUNITY GRANTS, PLANNING & HOUSING" (CGP&H) TO
PROVIDE PROFESSIONAL SERVICES FOR THE BOROUGH'S HOUSING REHABILITATION PROGRAM**

**Resolution #2024-89
03/7/24**

WHEREAS, the Borough has appointed Community Grants, Planning & Housing (CGP&H), a New Jersey Department of Community Affairs approved affordable housing administrative agent, to be the Borough's Affordable Housing Administrative Agent under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act"); and

WHEREAS, the Borough also desires to appoint CGP&H to provide services for the Borough's Housing Rehabilitation Program; and

WHEREAS, pursuant with N.J.S.A. 40A:11-3(a)(b), the Borough desires to enter into a one year contract with CGP&H to administer its housing rehabilitation program for the period January 1, 2024 through December 31, 2024; and

WHEREAS, costs associated with this contract shall be born by the Borough at a monthly fee of \$300 and a total contract amount not to exceed \$3,600 in accordance with N.J.A.C. 5:30-5.4; and

WHEREAS, the Borough Administrator has reviewed the proposed program and services and recommends the appointment of CGP&H to provide the services described herein,

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

1. Community Grants, Planning & Housing (CGP&H) is the Affordable Housing Administrative Agent for the Borough of Oceanport and the work to be performed will be consistent with their original contract.
2. The contract provides for a monthly flat fee of \$300 for a total amount not to exceed \$3,600.
3. The Mayor and Borough Clerk are hereby authorized to execute the contract on behalf of the Borough of Oceanport with Community Grants, Planning & Housing (CGP&H) for professional services for the Borough's Housing Rehabilitation Program.
4. That the contract provides for an open-ended contract for services performed in regards to this program services contingent upon the availability of funds in the Affordable Housing Trust Fund. Funds will be certified and encumbered by individual purchase order prior to each request for service pursuant with N.J.A.C. 5:30-5.5

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Borough of Oceanport (hereinafter referred to as "Borough"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Borough and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Borough Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2024 for a period of twelve (12) months terminating at the close of business on the 31st day of December, 2024 The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Borough Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.

- d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.
4. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
 5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Borough of Oceanport during the period set forth herein above.
 6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Oceanport as evidenced by a duly adopted Resolution.
 7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Oceanport harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
 8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Oceanport Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:	BOROUGH OF OCEANPORT
BY: _____	BY: _____
NAME: Jeanne Smith, RMC	NAME: Thomas J. Tvrdik
TITLE: Borough Clerk	TITLE: Mayor
	DATE: _____

WITNESS:	CGP&H, LLC
_____	_____
NAME: _____	NAME: John Burton, MPA
TITLE: _____	TITLE: Chief Operating Officer
	DATE: _____

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

CGP&H will provide municipality with professional services for the purposes described in this proposal. CGP&H will only bill for services performed, and therefore, the actual amount billed may be considerably less than the budgets presented below depending on the breadth of services requested by municipality.

The fee tables on the following pages delineate the fee structure for each fee category. CGP&H may invoice above an individual fee category budget amount or individual fee line item budget amount without additional authorization, however CGP&H will not perform professional services or bill for services that would exceed the total contract not-to-exceed amount without prior authorization from the municipality.

See the following pages for a detailed breakdown of all fees.

Housing Rehabilitation Program Administration Services

1. Ongoing Day-to-Day Program Administration	Monthly flat fee of \$300 per month for a total of \$3,600 per contract year.
2. Direct Costs	\$300 not to exceed per year.
Additional services as requested	Billed hourly at the blended rate of \$132 per hour. <i>Budget for these services will depend on scope of additional services requested by the municipality. CGP&H will not bill any time towards this line item without written authorization from the municipality.</i>

- 1. Ongoing Day-to-Day Program Administration:** includes but is not limited to contractor outreach, intake of new interested contractor applications, qualifying new contractors, maintaining contractor database and individual records, updates to rehab work specifications templates and compliance research, maintaining a waiting list of interested residents; ongoing owner outreach efforts, reviewing homeowner pre-applications to determine initial eligibility, reporting, doing minor updates to program manual and forms as needed and all other Housing Rehabilitation administrative tasks. The following services are not included within the retainer and will require additional authorization to proceed: preparation for and presentation to community as a whole or community sub-groups at request of municipality.
- 2. Direct Costs:** this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs, postage, mailings, poster production, expedited mailings or messenger services, county filing/recording fees, etc. This does not include paid advertising.

Housing Rehabilitation Program Case Management

1. Milestone 1: Eligibility Determination	Flat fee of \$1,280 payable upon certification of applicant's eligibility. Discounted flat fee of \$850 for each additional unit within a multi-family dwelling.
2. Milestone 2: Loan Closing	Flat fee of \$3,400 payable upon execution of construction documents. Discounted flat fee of \$1,250 for each additional unit within a multi-family dwelling.
3. Milestone 3: Final Inspection	Flat fee of \$2,120 payable upon satisfactory final inspection. Discounted flat fee of \$900 for each additional unit within a multi-family dwelling.
4. Title Search Fee	\$100 per property
5. Subordination Requests	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.

- 1. Milestone 1: Eligibility Determination:** this includes the introductory setup of a case through the processing of applications and determining the applicant's eligibility for the program.
- 2. Milestone 2: Loan Closing:** this includes comprehensive inspection of home to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by homeowner; preparing bid documents for contractors to bid; review of bids received, preparing contractor contracts and homeowner agreements with the Municipality, and preconstruction meeting/contract signing/loan closing.
- 3. Milestone 3: Final Inspection:** this includes working with contractors and homeowners throughout construction to finalize the rehabilitation work, troubleshooting any difficulties that arise, progress inspections, and case closeout.
- 4. Title Search Fee:** Per property title search fee to confirm ownership and property liens.
- 5. Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period.

Lead Risk Assessment and Testing Services if requested by municipality	
1. Lead Risk Assessment and Report	Flat fee of \$600 per unit (includes dust wipes and soil sample as needed)
2. Lead Clearance Testing	Flat fee of \$330 per unit.
3. Direct Costs for Lead Clearance Lab Tests	Flat fee of \$15 per dust wipe and soil sample

- 1. Lead Risk Assessment and Report:** Only applicable to houses built prior to 1978.
- 2. Lead Clearance Testing:** Only necessary if lead risk assessment findings have actionable lead level.
- 3. Direct Costs for Lead Clearance Lab Tests:** Per each dust wipe and soil sampling needed for an applicable property lead clearance. Typically, no more than 12 samples per lead clearance. This price includes shipping from the lab.

Charges to be paid by the Housing Rehabilitation Contractor to CGP&H

CIRCUMSTANCE	CONTRACTOR PENALTY
1. Failed Final Inspection	\$375 per failed inspection paid by the contractor directly to CGP&H. \$300 for repeat lead clearance if needed.
2. Unjustified Construction Delays	\$50 per day paid by the contractor directly to CGP&H.

- 1. Failed Final Inspection:** If a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged a flat fee to partially cover the cost of having to conduct a second inspection and preparing the accompanying inspection reports. Charges for each failed final inspection will be issued directly from the contractor to CGP&H, as specified in the construction agreement. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.
- 2. Unjustified Construction Delays:** If the contractor delays construction without appropriate justification which requires CGP&H's additional follow-up with contractor, a weekly penalty will be charged to the contractor during the delay period. This will be specified in the construction agreement as a weekly penalty to the contractor paid directly to CGP&H if the penalty is imposed. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

The following fees may apply to the Municipality only if the need arises:

Additional Housing Rehabilitation Services, as Needed	Fee
Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.	\$850 flat fee per termination.
For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&H will work to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures. *Municipality has the option to pass on this additional cost to the owner.	\$400 flat fee per case for compliance items*
If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&H will be required to reverify household income. *Municipality has the option to pass on this additional cost to the owner.	\$750 per re-verification of income*
On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&H will r initial research to determine if partnering source is an option for the particular case, and if so, then coordinate with secondary funding source.	\$400 flat fee per case for initial research and coordination of partnering funds
If during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention, CGP&H will only proceed upon written authorization from the municipality. When a program participant or contractor contacts CGP&H directly, CGP&H will attempt to resolve it expediently, prior to seeking written authorization from the municipality.	\$400 flat fee per case for warranty claims or \$750 flat fee per case for contract disputes.
Cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&H will proceed with a re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing	\$525 per case for re-bid process and \$525 per case for each additional needed loan closing and/or additional loan closing documents.

Exclusions:

The following services are specifically excluded from the scope of services to be provided under this agreement:

1. All engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, the homeowner is responsible for those costs.
2. All legal services as may be required to administer the program or resolve a dispute between a program participant and a contractor.
3. Direct costs such as advertising, reproduction, and expedited mail or messenger services more than amount identified above in this proposal.
4. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
5. CGP&H is not responsible for serving as the property manager of any rental units.
6. Lead based paint testing services.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE _____

TITLE CHIEF OPERATING OFFICER

DATE _____

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING AN AMENDMENT TO THE LOCAL PBA 364 AGREEMENT TO ADDRESS THE
BOROUGH'S HEALTH BENEFIT PLAN FOR COMPLIANCE WITH RECENT IRS REGULATIONS AND
QUALIFIED PLANS**

Resolution #2024-90
03/7/24

WHEREAS, the Borough of Oceanport has need to amend its Central Jersey Health Insurance Fund (CJHIF) High Deductible Health Plan (HDHP) for compliance with Internal Revenue Service ("IRS") rules applicable to HDHPs specifically, the minimum deductible to contribute to a qualified Health Savings Account ("HAS") under IRS rules;

WHEREAS, as a result of this need, an agreement was reached to include the following amendments to Article XVI - Health Insurance:

Article XVI Section A. Effective on May 1, 2016 or as soon as thereafter as possible, the PBA agrees to enroll in the health and welfare benefits policy "Aetna CJHIF HSA" plan with a ~~\$1,500~~ **\$1,600** deductible for single covered plan and ~~\$3,000~~ **\$3,200** deductible for either two adults/parent & child/ or family plan.

Article XVI Section B. The Borough agrees to fund each member covered under this agreement that is enrolled in the "Aetna CJHIF HSA" plan, ~~\$1,500~~ **\$1,600** per annum for single plan and ~~\$3,000~~ **\$3,200** per annum for either two Adults/parent & child/ or family plan. Said contributions shall be deposited in each member's HSA account pursuant to the terms detailed below.

WHEREAS, the Borough of Oceanport finds it in the best interest of the Borough and its employees to amend the PBA agreement to ensure the deductibles and out-of-pocket maximums applicable to the CJHIF's HDHP,

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

1. This Addendum between the Oceanport Police Benevolent Association, PBA Local 364, and the Borough of Oceanport, dated March 7, 2024, amending Article XVI, Sections A and B to increase the required deductible for the CJHIF HSA plan to \$1,600 for single plan and \$3,200 for two adults/parent & child/family plan and fund the same to each member's HSA account, a copy which is annexed hereto and is made a part thereof, is hereby accepted by the Borough of Oceanport, and the Mayor and Clerk are hereby authorized to execute same, and the execution of said Amendment is hereby ratified by the Borough Council
2. This Addendum is approved by the Borough of Oceanport subject to ratification by PBA Local 364.
3. Copies of this resolution will be provided to PBA Local 364, the Borough Administrator, Chief of Police, Chief Finance Officer and any other interested parties.
4. A certified copy of this resolution and the Addendum are to be forwarded to the NJ State Public Employment Relations Commission.

AGREEMENT

Between

**BOROUGH OF OCEANPORT
MONMOUTH COUNTY, NEW JERSEY**

And

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
OCEANPORT LOCAL NUMBER 364**

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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PREAMBLE

THIS AGREEMENT, MADE THIS _____ DAY OF _____, 2021, BY AND BETWEEN the Borough of Oceanport, Monmouth County, New Jersey (hereinafter referred to as the "Borough") and the Oceanport police officers of Policemen's Benevolent Association, Incorporated, Local 364, below the rank of Chief of Police (hereinafter referred to as the "Association") represents the complete and final understanding on all bargainable issues between the borough and the association.

ARTICLE I - RECOGNITION

- A. The Borough recognizes the Association for the purpose of collective negotiations as the exclusive representative of all members of the Oceanport Police Department, excluding the Chief of Police, in the negotiations unit and excluding all other employees, and reference to males shall include female police officers.
- B. The benefits and other conditions of employment provided in the within Agreement shall apply to all members of the Police Department.

ARTICLE II - MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
 - 1. To the executive management and administrative control of the municipal government and its properties and facilities, and the activities of its employees;
 - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;
 - 3. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.
- B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States.

ARTICLE III - RULES OF THE BOROUGH

The parties agree that the Borough has the right to make reasonable rules and regulations. All rules and regulations promulgated by the Borough for the proper and efficient operation of the public service shall be duly and conspicuously placed.

ARTICLE IV - SALARY

All wages and increases are set forth in the schedules below:

- A. **Salary:** Salary increases will be based upon the following increases for the identified year, or part thereof, of the agreement:

Salary Guide "A"

Salary Guide "B"

January 1, 2021	2.125%
January 1, 2022	2.125%
January 1, 2023	2.125%
January 1, 2024	2.125%
January 1, 2025	2.125%

Captain/Lieutenant/Sergeant

Salary Guide "A" & "B"

January 1, 2021	2.125%
January 1, 2022	2.125%
January 1, 2023	2.125%
January 1, 2024	2.125%
January 1, 2025	2.125%

1. Patrol steps Patrol "1" through "9" in salary guide "A" and Patrol steps Patrol "1" through "12" will each have a term of one (1) year based upon the member's anniversary of date of hire.
2. Patrol "8a" will apply to the salary guide "A" as an additional step in between step "8" and step "9" to all in step employees hired prior to January 1, 2016. It shall only apply to employees covered by this agreement between the steps of Patrol "1" and Patrol "8" of Salary Guide "A" upon the signing of this agreement.
3. Employees covered by this agreement with a date of hire prior to January 1, 2016 shall follow the salary guide below labeled "Salary Guide A"
4. Employees covered by this agreement with a date of hire on or after January 1, 2016 shall follow the salary guide below labeled Salary Guide "B"

Salary Guide "A"

Applies to employees with a date of hire prior to January 1, 2016

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Captain	\$133,744.95	\$136,587.03	\$139,489.51	\$142,453.66	\$145,480.80
Lieutenant	\$130,396.36	\$133,167.28	\$135,997.08	\$138,887.02	\$141,838.37
Sergeant	\$127,048.93	\$129,748.72	\$132,505.88	\$135,321.63	\$138,197.22
Patrol 9	\$116,024.12	\$118,489.63	\$121,007.54	\$123,578.95	\$126,205.00
Patrol 8a	\$99,325.75	\$101,436.43	\$103,591.95	\$105,793.28	\$108,041.39
Patrol 8	\$93,564.88	\$95,553.14	\$97,583.64	\$99,657.29	\$101,775.01
Patrol 7	\$85,261.10	\$87,072.90	\$88,923.20	\$90,812.81	\$92,742.59
Patrol 6	\$76,956.29	\$78,591.61	\$80,261.69	\$81,967.25	\$83,709.05
Patrol 5	\$68,651.49	\$70,110.33	\$71,600.18	\$73,121.68	\$74,675.52
Patrol 4	\$60,347.71	\$61,630.09	\$62,939.73	\$64,277.20	\$65,643.09
Patrol 3	\$52,042.90	\$53,148.81	\$54,278.22	\$55,431.64	\$56,609.56
Patrol 2	\$43,738.10	\$44,667.53	\$45,616.71	\$46,586.07	\$47,576.02
Patrol 1	\$33,390.79	\$34,100.34	\$34,824.98	\$35,565.01	\$36,320.76

Salary Guide "B"

Applies to employees with a date of hire on or after January 1, 2016

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Captain	\$133,744.95	\$136,587.03	\$139,489.51	\$142,453.66	\$145,480.80
Lieutenant	\$130,396.36	\$133,167.28	\$135,997.08	\$138,887.02	\$141,838.37
Sergeant	\$127,048.93	\$129,748.72	\$132,505.88	\$135,321.63	\$138,197.22
Patrol 12	\$116,024.12	\$118,489.63	\$121,007.54	\$123,578.95	\$126,205.00
Patrol 11	\$101,103.75	\$103,252.20	\$105,446.31	\$107,687.05	\$109,975.40
Patrol 10	\$95,997.50	\$98,037.45	\$100,120.74	\$102,248.31	\$104,421.08
Patrol 9	\$89,870.00	\$91,779.74	\$93,730.06	\$95,721.82	\$97,755.91
Patrol 8	\$83,742.50	\$85,522.03	\$87,339.37	\$89,195.33	\$91,090.73
Patrol 7	\$77,615.00	\$79,264.32	\$80,948.69	\$82,668.85	\$84,425.56
Patrol 6	\$71,487.50	\$73,006.61	\$74,558.00	\$76,142.36	\$77,760.38
Patrol 5	\$65,360.00	\$66,748.90	\$68,167.31	\$69,615.87	\$71,095.21
Patrol 4	\$59,232.50	\$60,491.19	\$61,776.63	\$63,089.38	\$64,430.03
Patrol 3	\$53,105.00	\$54,233.48	\$55,385.94	\$56,562.89	\$57,764.86
Patrol 2	\$46,977.50	\$47,975.77	\$48,995.26	\$50,036.41	\$51,099.68
Patrol 1	\$40,850.00	\$41,718.06	\$42,604.57	\$43,509.92	\$44,434.50

ARTICLE V – HOURS OF WORK AND OVERTIME

A. All employees covered by this Agreement shall work a Pitman or Modified Pitman schedule, as agreed upon between the Association, the Chief of Police and the Borough, with each shift being twelve (12) hours in duration.

1. The Pitman Schedule shall follow either of the two work sequences:

a) two (2) days on followed by two (2) days off, three (3) days on followed by two (2) days off, two (2) days on following by three (3) days off; OR

b) two (2) days off followed by two(2) days on, three (3) days off followed by (2) days on, two (2) days off followed by three (3) days on.

Officers shall rotate after two (2) full sequences between Day Shift (7am - 7pm) and Evening Shift (7pm – 7am).

2. The Modified Pitman Schedule shall consist of three (3) days on duty and three (3) days off duty. Officers shall work a five (5) set rotation between Day Shift (7 am – 7pm) and Evening Shift (7pm – 7am).

Upon Agreement between the member and administration the member's shift or rotation may be adjusted. Any Officer having their shift altered within 72 hours of working said shift shall be compensated with twelve (12) hours of compensatory time off.

The Pitman or Modified Pitman format may be adjusted for an Officer to attend training only. Any other adjustments resulting in an officer working on his scheduled days off shall be considered Overtime and said officer shall be compensated at time and one-half of the regular straight time hourly rate in cash or compensatory time off.

However, the Captain of Police, and assigned Detective(s) shall work a schedule that consists of 2080 hours worked annually. The Captain, and Detective(s) schedule shall be assigned at the discretion of the Chief of Police.

B. All work authorized to be done in excess of the normal work schedule, as outlined in Section A, shall be compensated at time and one-half of the regular straight time hourly rate in cash or compensatory time off at the discretion of the Chief of Police. Compensatory time off shall be computed at the rate of one and one-half hours for each hour of time worked. There shall be a minimum call up time of three (3) hours, including appearances required in Municipal Court as set forth in Paragraph C of this Article. Such minimum call up time

shall be compensated for at the overtime rate applicable to an employee who is otherwise off-duty at that time. IN construing such overtime, payments shall be made on the following basis:

1. Overtime shall be paid for all time authorized to be worked beyond the regular hours of duty after the first 30 minutes.
2. Time spent at any police training, range qualifications or mandatory department training on the Officer's day off, shall be compensated as compensatory time at rate of one and one-half hours for each hour of training with the approval of the Chief in advance of the training. Generally, training should be scheduled so that overtime is not incurred.

C. All time spent in Municipal Court while an employee is otherwise off duty, the Court Appearance of the employee is required by the Court, will be paid at a rate equivalent to one and one-half times the normal pay of the police officer involved or equivalent compensatory time, with a minimum of three hours, at the discretion of the Chief of Police. The total monetary allowance allotted for this purpose shall be divided equally among the four fiscal quarters of the year.

D. In the event that any employee shall be required to appear in other Municipal Courts while otherwise off duty, he shall receive a rate equivalent to one and one-half times the normal pay of the police officer involved or equivalent compensatory time, with a minimum of three hours, at the discretion of the Chief of Police. "Required to appear in Court" shall mean that the covered employee's presence is necessary as witness to the prosecution and said employee has been so notified by the Court. This is to include juvenile hearings at the municipal level, as well as Municipal Courts and hearings of other jurisdictions if the employee is required as a result of another police Department requesting assistance of an Oceanport Policeman and that assistance results in the employee being required to testify on behalf of such other department.

E. All required appearances in Courts other than Municipal Court (i.e. – Monmouth County, Superior Court, Juvenile, Motor Vehicle Hearings, Federal Court, etc.) while the employee herein is otherwise off duty, shall be compensated at the overtime rate with a minimum of three (3) hours.

Kelly Time Selection (PITMAN ROTATION)

All officers working a Pitman 12-hour work schedule, shall be provided nine (9) twelve (12) hour "Kelly Days" (or 108 hours) annually. Said "Kelly Days" shall be utilized prior to the end of the calendar year.

"Kelly Day" selection process is as follows:

- a. Kelly day selections will be based on officer seniority.

J.W.

- b. Kelly Days will be selected once all vacation time has been scheduled.
- c. Kelly Days scheduled in two (2) or three (3) day sets will have priority over single days.
- d. The most senior officer in each squad shall select a two (2) or three (3) day set of Kelly Days; the next officer in line by seniority shall select a two (2) or three (3) day set, until it reaches the least senior officer. The process shall repeat until all Kelly Days have been scheduled.
- e. If Kelly Days have not been selected and are held by an officer, administration may schedule an officer's remaining Kelly Days as necessary.
- f. Any Kelly Days that are held at an officer's request and not used by the end of the calendar year will be lost.
- g. Kelly Day selections cannot incur overtime.

Kelly Time Selection (MODIFIED PITMAN ROTATION)

All officers working a Pitman 12-hour work schedule shall be provided nine (9) twelve (12) hour "Kelly Days" (or 108 hours) annually. Said "Kelly Days" shall be utilized prior to the end of the calendar.

"Kelly Day" selection process is as follows:

- a. Kelly day selections will be based on officer seniority.
- b. Kelly Days will be selected once all vacation time has been scheduled.
- c. Kelly Days scheduled in three (3) day sets will have priority over single days.
- d. The most senior officer in each squad shall select one (1) three (3) day set of Kelly Days; the next officer in line by seniority shall select a three (3) day set, until it reaches the least senior officer. The process shall repeat until all Kelly Days have been scheduled.
- e. If Kelly days have not been selected and are held by an officer, administration may schedule an officer's remaining Kelly Days as necessary.
- f. Any Kelly Days that are held at an officer's request and not used by the end of the calendar year will be lost.
- g. Kelly Day selections cannot incur overtime.

ARTICLE VI – DETECTIVE ASSIGNMENT

Any needed detective(s) work shall be on an assignment basis at the discretion of the Chief of Police, and shall be entitled to the following:

- 1. A detective assignment will be assigned to an officer for a minimum of one (1) Calendar year for

scheduling purposes.

2. The detective assignment term can be decreased or removed upon agreement of assigned officer and Chief of Police.
3. Chief of Police can remove assigned officer for administrative purposes with just cause.
4. Detective(s) shall be entitled to receive pay stipend in the amount of \$250.00 per month in addition to their respective salary listed in Article IV.
5. In the event an officer is removed from the detective assignment consistent with the above, his/her vacation selections for that year shall not be disturbed or otherwise changed.

ARTICLE VII - GRIEVANCE PROCEDURE

Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss that matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

Definition:

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the Borough.

A. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Borough initiated grievances

which will proceed in accordance with Section D, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One:

The aggrieved shall institute action, in writing, under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred. An earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned ten (10) calendar day limitation may be extended upon presentation to the Chief of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Chief or his designee shall render a written decision within ten (10) days after receipt of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer from the first step is received, except that in disciplinary action grievances, the written request for a second step meeting shall be made within seven (7) calendar days after the answer from the first step is received. The Chief or his designee shall set a meeting within seven (7) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Borough Council Liaisons and the Chief with the P.B.A. representative and the P.B.A. Attorney, if requested by the grievant. The Police Committee's written answer to the second step shall be delivered to the P.B.A. within ten (10) calendar days after the meeting. The Borough shall be entitled to have the Borough Attorney or Special Counsel in attendance should the P.B.A. have their attorney present.

Step Three:

If the aggrieved person is not satisfied with the decision rendered on the second level, he may within ten (10) calendar days notify the Borough Council, in writing, that he wishes to have them rule on the aggrieved matter. A meeting shall be set with the Borough Council in Executive Session within thirty (30) days after the Borough Council has received the request that it rule on the matter. At such meeting, the aggrieved may appear with a representative of the P.B.A. and the P.B.A. Attorney, if requested by the grievant. The Borough Council's answer to the third step shall be delivered to the P.B.A., in writing, within seven (7) calendar days after said meeting.

Step Four:

If no satisfactory resolution of a grievance is reached at Step Three, within twenty (20) calendar days, the grievance may be referred to the Public Employment Relations Commission (PERC) for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be final and binding upon the parties. The general expenses of such arbitration shall be borne equally by the parties, except that each party shall bear the expense of its' own representatives and witnesses.

B. Borough Grievances:

Grievances initiated by the Borough shall be filed directly with the P.B.A., in writing within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Borough and the P.B.A. in an earnest effort to adjust the differences between the parties.

C. Police Benevolent Association – Defined

The term P.B.A. as used herein shall pertain to the President of the Oceanport P.B.A., Local 364 whose official mailing address is P.O. Box 364, Oceanport, New Jersey 07757. Parties agree that the Borough shall fulfill whatever notice requirements it may have under this Agreement by forwarding said notices to the aforementioned address. If during the term of this contract such address should change it shall be incumbent upon the President of Oceanport P.B.A. Local 364 to advise the Borough Administrator of the Borough of Oceanport as to such change.

ARTICLE VIII - ASSOCIATION REPRESENTATIVES

(Employee Rights)

The Association shall have the right to designate such members of the Association as it deems reasonably necessary as Association representatives. The parties mutually agree not to discriminate against any employee due to his participation in or lack of participation in Association activities.

ARTICLE IX - HOLIDAYS and PERSONAL DAYS

- A. The schedule of Borough Holidays that the PBA are entitled to shall be 10 days with the actual holidays determined by the Federal Calendar. In consideration of a previous reduction in Borough Holidays, personal time is granted to all current employees as indicated in paragraph B. The personal time must be taken in the year earned and cannot be carried over. All Holiday pay as provided in this Article shall be paid to the employee bi-weekly as part of the employee's regular pay, though not a part of the employee base salary so as same may be credited to the calculation of the respective employee's pension benefits.

- B. Employees shall earn personal time as follows: Twenty Four (24) hours of personal time at the date of hire; After 4 years of service, an additional twelve (12) hours of personal time shall accrue. After 8 years of service an additional twelve (12) hours shall accrue for a maximum total of forty eight (48) hours of personal time. For the purposes of calculating, the days shall become effective on January 1 of the calendar year following the milestone. This time may be taken as single or consecutive days (up to 24 hours of personal time), subject to prior notice of at least 48 hours, limited by staffing and operational needs. It shall not be necessary to state the reason for requesting any personal time off. The use of any personal time shall require prior approval of the Chief of Police, who reserves the right to decline any such request at his sole discretion. Approval or denial of the use of personal time shall be confirmed by the Chief in writing or by email. It shall not be necessary to state the reason for the denial of requested use of any personal time.

- C. Any additional days off (i.e. days declared by the Mayor or Governing Body for any reason other than set forth herein), to the days set forth herein, granted to other municipal

employees, shall be granted with full pay to the employees covered by this Agreement. If it is required that the employee herein be required to work on such day they will be compensated at the Holiday rate of two (2) hours pay for each hour worked, to be paid at the conclusion of that pay period.

ARTICLE X - CLOTHING PURCHASE and MAINTENANCE ALLOWANCES

- A. Each member shall receive an annual clothing purchase allowance as follows:

2021	2022	2023	2024	2025
\$900	\$900	\$900	\$900	\$900

Clothing purchase allowances may be used for work-related equipment, other than uniforms, with the approval of the Chief of Police. Each Detective shall receive a clothing purchase allowance of \$1,050.00 in two (2) equal semiannual installments.

- B. Each member shall receive an annual clothing maintenance allowance of \$825.00. This amount shall be prorated on a monthly basis upon member's retirement or upon the hiring of a new officer.
- C. Clothing damaged in the course of the performance of a member's duty, excluding ordinary wear and tear and not due to the officer's neglect, shall be replaced at Borough's expense without deduction from the allowance set forth in Sections A and B above.

ARTICLE XI - NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.

- B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article VI.

- C. The Association will actively discourage and will take whatever affirmative steps as are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Borough.

- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or this Association in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction, or damages or both in the event of such breach by the Association or its members.

ARTICLE XII - MILITARY AND OTHER LEAVE

- A. All employees covered by this Agreement shall receive military leave in accordance with the applicable United States and New Jersey Statutes.

- B. A leave of absence with pay shall be given to every employee who is a duly authorized representative, delegate or alternate delegate of the New Jersey State Policeman's Benevolent Association, Inc., the New Jersey State Exempt Firemen's Association, the New

Jersey Firemen's Association, Veteran's of Foreign Wars, Disabled American Veterans, Army and Air National Guard Association of New Jersey, The National Guard Association of the United States, The United States Coast Guard Auxiliary to attend any State or national convention of the Organization. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention.

C. Bereavement leave:

1. In the event of a death in the employee's immediate family, the employee will be granted a leave of absence with pay, not to exceed three (3) days. Additional leave may be granted when necessary with the approval of the Mayor and Council.
2. The granting of such leave shall be made upon notification to the Chief of Police, or his designee, by the employee. The Chief, or his designee, shall complete and forward a leave of absence form to the Borough Clerk.
3. "Immediate family" means mother, father, step-parent, father-in-law, mother-in-law, child, spouse, stepchild, foster child, grandparent, grandchild, sister, brother, aunt, uncle, nephew and niece.

ARTICLE XIII - NON-DISCRIMINATION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership.

ARTICLE XIV - VACATIONS

- A. Annual Vacation Leave with pay shall be earned and computed as follows:
1. During the first calendar year of employment, 6 hours per month with a maximum of sixty (60) hours.
 2. From the second through the fifth calendar years of service, (80) working hours per year.
 3. From the sixth through the tenth calendar years of service, (120) working hours per year.
 4. From the eleventh through the fifteenth calendar years of service, (160) working hours per year.
 5. From the sixteenth calendar year of service and thereafter, (200) working hours per year
- B. All current members as of the signing of the previous agreement dated 1/1/2012 through 12/31/2015, shall receive an additional 36 vacation hours in addition to the listed vacation hours in Article XIV Section A. This adjustment shall only apply to current members upon the signing of said agreement.
- C. Vacations must be taken during the current year in compliance with the applicable Borough Ordinance at such time as permitted or directed by the Borough unless the Borough determines that it cannot be taken because of the pressure of work. Any unused vacation time may, with the written approval of the Chief of Police, or his designee, be carried forward into the next succeeding year.



ARTICLE XV - SICK LEAVE

The Employees agree that the Sick Leave Policy contained within the Employee Handbook of the Borough of Oceanport shall apply to them and is hereby incorporated herein by reference as if fully set forth.

- A. The ability to "buy back" sick days upon retirement shall not exceed 100 days or \$27,800.00, whichever is less.
- B. Upon retirement, an individual employee's payoff for accumulated sick time shall be as follows:
 - 1. Upon providing the Borough of Oceanport with notice by March 1st of the calendar year in which retirement is proposed, a lump sum payment may be made in full at the date of retirement or in either two (2) or three (3) equal annual payments, the first at the date of retirement, and the remainder by March 1st of the subsequent calendar years. The number of payments shall be made at the Borough's option.
 - 2. Employees not providing notice of retirement by the March 1st date shall receive payment in full at the date of retirement or in either two (2) or three (3) equal annual installments by March 1st of each succeeding calendar year, as the Borough may elect.
 - 3. In the event an employee must apply for a medical disability retirement and has not served a notice to the Borough by March 1st as contained in this Article XIV, such accumulated sick time may be paid in either two (2) or three (3) equal annual installments, the first of which shall be paid upon approval of the disability retirement application by the State of New Jersey, and the balance by March 1st of each succeeding calendar year, as the Borough may elect.
 - 4. Nothing herein shall restrict the right of the Borough to make payment of the full amount during the year of retirement notice if it so elects.

ARTICLE XVI - HEALTH INSURANCE

- A. Effective on May 1, 2016 or as soon thereafter as possible, the PBA agrees to enroll in the health & welfare benefits policy "Aetna CJHIF HSA" plan with a \$1,500 deductible for single covered plan and \$3,000 deductible for either two adults/parent & child/ or family plan.

"Aetna CJHIF HSA" single person coverage shall be offered for the first three (3) years from the date of hire, after which the Borough shall provide coverage for all legal dependents of a member. "Dependents" shall be defined as including those persons of a member's family normally covered by the provisions of a standard contract or policy. Any contract participant shall have the right to upgrade their plan coverage at their own expense and cost. Any contract participant shall be entitled to refuse coverage or "Opt Out" of the plan at his election. In the event a contract participant, so elects, he shall be entitled to the sum of Three Thousand Five Hundred (\$3,500.00) dollars per annum or so pro-rated during the coverage year, subject to appropriate Federal and State taxes. The Borough shall make the appropriate "Opt-Out" payment to the member of the Association at the conclusion of the premium year. Any member choosing to "Opt Out" has the right to "Opt" back in to the health insurance plan without penalty to said member.

Benefit choices made during the open enrollment period will become effective January 1 and remain in effect until the next January 1 unless there is a Special Enrollment event or a change in family status during the year (birth, death, marriage, divorce, adoption) or loss of coverage due to loss of a Spouse's employment. To the extent previously satisfied, coverage Waiting Periods will be considered satisfied when changing from one benefit option under the Plan to another benefit option under the Plan".

- B. The Borough agrees to fund each member covered under this agreement that is enrolled in the "Aetna CJHIF HSA" plan, \$1,500 per annum for single plan and \$3,000 per annum for either two Adults/parent & child/ or family plan. Said contributions shall be deposited in each member's HSA account pursuant to the terms detailed below.

1. Any contract participant shall be entitled to enroll or change plan type (single, two Adults, parent & child, family) during each annual enrollment period.
2. Each member covered by this agreement shall receive their contribution into their HSA account from the borough on January 1st of each calendar year in accordance to the currently enrolled plan type.
3. In the event the entire borough contributed amount into the member's HSA is depleted in the calendar year, by any employee and they have additional charges for prescription drugs, the following shall apply:
 - a. The employee may receive an additional contribution to their HSA by the Borough to cover the co-insurance portion (30%) of any mail order

generic drugs up to ½ of the IRS maximum permitted.

- b. This shall be on a per calendar year basis.
- c. This shall be paid to the employee at the beginning of the next calendar year upon a showing of the following:
 - i. All funds contributed by the Borough to their HSA have been depleted.
 - ii. Bills from the mail order pharmacy showing the deductible expenses incurred after the depletion of the funds contributed by the Borough to the HSA during the calendar year.

4. The Borough will assign a health officer and conform with all HIPAA privacy rules.

- C. The Borough agrees to provide dental coverage that is equal to or better than that plan in effect during 2003. In addition, the maximum amount of dental coverage to which each employee shall be entitled each year shall be \$1,500.00 and the annual deductible sum for each employee shall be \$25.00. Single person coverage shall be offered for the first three (3) years from the date of hire, after which the Borough shall provide dental coverage for all legal dependents of a member. "Dependents" shall be defined as including those persons of a member's family normally covered by the provisions of a standard dental insurance contract or policy.
- D. In addition to the medical benefits currently provided for members of the Association and their families, the Borough shall provide medical benefits (including hospitalization, major medical and dental insurance) for surviving spouses and dependent children of a member who dies, whether retired or current full-time employees of the Borough, subject to the limitations of Paragraph F of this Article XVI. Such coverage shall continue until the surviving spouse attains the age of 65 and for dependent children until each child has attained the age of 19 or for a period of fifteen (15) years from the date of death, whichever shall first occur. In the event the surviving spouse shall remarry while receiving medical and dental benefits as herein provided, all such benefits for both the surviving spouse and dependent children shall terminate upon such remarriage.
- E. The Borough agrees that it will not modify any existing medical, dental or insurance benefits granted to members of the Oceanport Police Department covered by this Agreement without prior notification to the P.B.A. representative and according to such representative an opportunity to be heard; provided, however, that no such notification shall in any way diminish the benefits established under the terms of this Agreement.

- F. Upon retirement, each member will be entitled to receive such hospitalization and medical coverage as is being provided to current members of the bargaining unit and as modified through future collective bargaining agreements. The Borough shall have the right to require enrollment in individual Medicare supplemental insurance for those members who are eligible for Medicare.
- G. The Opt out Provision is extended to retirees. The retiree is restricted to current plan offerings (those in effect at the time the option is no longer exercised). A retiree may opt out of coverage after retirement. Once a retiree opts out, they shall not be allowed to opt back into coverage. Retirees shall be required to pay all premiums co-sharing or increased deductible levels as included in the effective collective bargaining agreement. This provision remains in effect as determined by other eligibility requirements set forth in this agreement.

ARTICLE XVII - BILL OF RIGHTS

The wide ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts, may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to insure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following rules are hereby adopted:

- A. The interrogation of an employee shall be scheduled by appointment to the convenience of both the Investigator and the employee. If it is required that the employee report to headquarters on his off-duty hours, he shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he was remiss in his duties or found guilty of a preferred charge.
- B. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he shall be so informed at the initial contact.
- C. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.

- D. The complete interrogation of the employee shall be recorded by an audio or video recording device. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.
- E. The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- F. If an employee is under arrest or is the subject of an investigation, he shall be so advised that he is under investigation, and shall be given his rights pursuant to current decisions of the U.S. Supreme Court.
- G. In all cases and at every stage of the proceedings the department shall afford an opportunity for the employee, if he so requests, to consult with counsel, consultant, and/or his P.B.A. representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said employee.
- H. In accordance with all complaint(s) against a law enforcement officer shall be investigated pursuant to the Attorney Generals guidelines.
- I. All issues arising during such investigation and employee interviews shall be done in accordance with the Attorney General's Internal Affairs Policy & Procedures Issued 8/91 Revised 11/92, 11/2000, 9/2011 and 7/2014.

ARTICLE XVIII - DEATH BENEFITS

In the event of an officer's duty-related death, all accumulated sick time, vacation time, personal days and/or other benefits convertible to cash shall be paid to the officer's surviving dependents.

ARTICLE XIX - SPECIAL CERTIFICATES

Each officer who possesses a valid certificate for completing a certified course of instruction in Cardio-Pulmonary Resuscitation will be entitled to receive a \$100.00 per year remuneration. Each officer who possesses a valid certificate acknowledging his completion of a First Responder (or better) Course or an Automated External Defibrillator Course shall be entitled to

receive an additional remuneration in the amount of \$100.00 per year. Each officer who possesses a valid certificate acknowledging his completion of an Emergency Medical Technician Course shall be entitled to an additional remuneration in the amount of \$250.00 per year. Eligibility shall be determined as of January 1st of each year.

ARTICLE XX - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

ARTICLE XXI - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII - EXISTING BENEFITS

The provisions of all existing Borough Ordinances and resolutions affecting the terms and conditions of employment of members covered by this Agreement, unless specifically modified, by this Agreement, shall remain in full force and effect for the term of this Agreement.

ARTICLE XXIII - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1st, 2021, and shall remain in effect to and including December 31st, 2025, without any reopening date. In the event a successor agreement is not resolved as of January 1, 2021, the terms of this Agreement shall

remain in full force and effect until a new agreement is negotiated.. In accordance with the Police & Fire Interest Arbitration Reform Act, NJSA 34:13A-14a, ET SEQ. The Association and the Borough shall commence negotiations for a successor agreement at least 120 days prior to the expiration of this contract. (September 1st - December 31st) The party seeking to commence negotiations must notify the other at least 15 days prior to the commencement of the 120 day period. (On or before August 16th, 2025) During the 120 day period the parties (The Borough and the PBA) must have at least three (3) bargaining sessions. The first session must be at least 90 days before expiration of this contract. (On or before, October 1st, 2025)

The Association shall submit a copy of its entire proposal to the Borough by October 1st, 2025. The Borough shall, within thirty (30) days after receipt of the Association's proposal, submit a copy of its proposal to the Association. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply retroactively to January 1st, 2021, only for the employees on the Borough's payroll as of the date of signing of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Oceanport, New Jersey on this 18th day of March, 2021.

OCEANPORT P.B.A. LOCAL #364

BY John Weir
JOHN P. WEIR, PRESIDENT

BOROUGH OF OCEANPORT
MONMOUTH COUNTY NEW JERSEY

BY John F. Coffey II
JOHN F. COFFEY II, MAYOR

WITNESS:

Kelly Siegle

ATTEST:

Jeanne Smith
JEANNE SMITH, BOROUGH CLERK



Mayor & Council
910 Oceanport Way
Oceanport, NJ 07757

SCHEDULED

DISCUSSION ITEM (ID # 3137)

Meeting: 03/07/24 07:00 PM
Department: Mayor & Council
Category: Policy
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 3137

9.1

Easement Request - Osprey Nests Relocation / Netflix



Mayor & Council
910 Oceanport Way
Oceanport, NJ 07757

SCHEDULED

DISCUSSION ITEM (ID # 3129)

Meeting: 03/07/24 07:00 PM
Department: Mayor & Council
Category: Policy
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 3129

9.2

Ordinance to Deter Car Thefts

Being developed by Andy Bayer with the Police Department



Mayor & Council
910 Oceanport Way
Oceanport, NJ 07757

SCHEDULED

DISCUSSION ITEM (ID # 3154)

Meeting: 03/07/24 07:00 PM
Department: Mayor & Council
Category: Policy
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 3154

9.3

Discussion: Proposed changes to Land Development Fee Schedule

**RESOLUTION OF THE BOROUGH OF OCEANPORT
SETTING THE FEES FOR 2024 SUMMER ACTION CAMP**

Resolution

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

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

WHEREAS, the Parks and Recreation Committee has made a recommendation for the setting of fees for the 2024 session:

NOW THEREFORE BE IT RESOLVED, that the Borough Council hereby sets the fees for the 2024 Summer Action Camp at \$350 per participant for the 5 week session with Registration open beginning April 1, 2024.

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

**RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING CANCELLATION OF
UNCOLLECTIBLE TAXES**

Resolution

WHEREAS, N.J.S.A. 54:4-91.2 requires the collector to submit to the governing body on or before May 1st annually, a list of uncollectible taxes for cancellation.

WHEREAS, Block 101 Lot 6.01 should have been exempt from taxes for 2023.

NOW, THEREFORE, BE IT RESOLVED, the Tax Collector for the Borough of Oceanport is hereby authorized and directed to cancel the following taxes on Block 101 Lot 6.01, otherwise known as 10 Bridgewaters Drive.

BLOCK	LOT	NAME	AMOUNT	REASON
101	6.01	Oceanport Cove Condo Assoc.	\$2,537.60 (3 rd Q 2023)	Erroneous Assessment
			\$2,537.60 (4 th Q 2023)	

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #2 TO THE CONTRACT FOR 2022 ROAD PROGRAM
IMPROVEMENTS BETWEEN MECO INC AND THE BOROUGH OF OCEANPORT**

Resolution

WHEREAS, pursuant with adoption of Resolution #2023-050 the Borough of Oceanport awarded a contract to MECO Inc. for the 2022 Road Program for the original sum of \$1,720,863.50; and

WHEREAS, pursuant with Resolution #2023-182, Change Order #1 to the contract was authorized increasing the total contract price by \$54,680.00 for a total contract amount of \$1,775,543.50; and

WHEREAS, the final project amount came in less than the awarded amount and there is a need to amend the contract by resolution to reflect the decreased contract amount as as stated in a letter from the Engineer dated February 20, 2024; and

WHEREAS, Change Order #2 will reduce the amended contract of \$1,775,543.50 to reflect adjustments and credits for an overall reduction of \$225,612.79 for a final total contract amount of \$1,549,930.71; and

WHEREAS, based on the foregoing, the Borough Council has determined that it is necessary and appropriate to approve Change Order #2,

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

1. Change Order #2 to reduce the contract between the Borough of Oceanport and MECO Inc. by \$225,612.79 is hereby approved.
2. The Mayor and Borough Clerk are hereby authorized to sign the change order on behalf of the Borough.

101 Crawfords Corner Road
Suite 3400
Holmdel New Jersey 07733
Main: 732 704 5978



February 20, 2024

VIA EMAIL

Honorable Mayor and Council
Borough of Oceanport
910 Oceanport Way
P. O. Box 370
Oceanport, NJ 07757

Partial Payment No. 6 – Final, Change Order No. 2 – Final
2022 Road Program
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Project No. OPB-0179

Dear Mayor and Council,

We are writing this letter to certify that Meco, Inc., PO Box 536, Clarksburg, NJ 08510, contractor for the above-referenced project, has completed the work as listed on the enclosed Partial Payment Certificate No. 6 – Final, Change Order No. 2 - Final and is entitled to payment in the amount of \$176,715.69.

For reference, please find Partial Payment Certificate No.6 – Final, Change Order No. 2 - Final in the amount of \$176,715.69 and a copy of the payrolls and manning reports.

An original Maintenance Bond shall follow from the contractor under separate cover.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,

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

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

William H.R. White, III, P.E., P.P., C.M.E.
Oceanport Borough Engineer

WHW/rd
Enclosure

cc: Jeanne Smith, RMC, Borough Clerk (via email)
Katie LaPorta, CFO (via email)
Nanci Marta, Meco, Inc. (via email)

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PARTIAL PAYMENT CERTIFICATE NO. 6 - FINAL
FOR WORK COMPLETED THROUGH 11/14/2023
2022 ROAD PROGRAM
PROJECT NO. OPB-0179

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	CONTRACT TOTALS	AMOUNT THIS EST.	QUANTITY THIS EST.	AMOUNT PREV EST.	QUANTITY TO DATE	AMOUNT TO DATE
PROPOSAL A - COMANCHE DRIVE									
1	CLEARING SITE	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 6,600.00	0.30	\$ 15,400.00	\$ 22,000.00
2	BREAKAWAY BARRICADE	UN	25	\$ 1.00	\$ 25.00	\$ -	0.00	\$ 20.00	\$ 20.00
3	DRUM	UN	30	\$ 1.00	\$ 30.00	\$ -	0.00	\$ 20.00	\$ 20.00
4	TRAFFIC CONES	UN	80	\$ 1.00	\$ 80.00	\$ -	0.00	\$ 50.00	\$ 50.00
5	CONSTRUCTION SIGNS	SF	100	\$ 1.00	\$ 100.00	\$ -	0.00	\$ 70.00	\$ 70.00
6	TRAFFIC DIRECTOR, FLAGGER	ALLOW	15000	\$ 1.00	\$ 15,000.00	\$ -	0.00	\$ 2,906.46	\$ 2,906.46
7	FUEL PRICE ADJUSTMENT	DOLLAR	1	\$ 700.00	\$ 700.00	\$ (2,846.96)	-4.07	\$ -	\$ (2,846.96)
8	ASPHALT PRICE ADJUSTMENT	DOLLAR	1	\$ 1,500.00	\$ 1,500.00	\$ (377.90)	-0.25	\$ -	\$ (377.90)
9	EXCAVATION, TEST PIT	CY	50	\$ 100.00	\$ 5,000.00	\$ -	0.00	\$ 500.00	\$ 500.00
10	ROAD EXCAVATION, UNCLASSIFIED	CY	930	\$ 19.00	\$ 17,670.00	\$ 9,474.73	498.67	\$ 8,195.27	\$ 17,670.00
11	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	SY	2710	\$ 0.01	\$ 27.10	\$ -	0.00	\$ -	\$ -
12	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	TON	680	\$ 96.00	\$ 65,280.00	\$ -	0.00	\$ 55,221.12	\$ 55,221.12
13	HOT MIX ASPHALT 12.5M64 INTERMEDIATE BASE COURSE, 0" - 6" THICK	TON	100	\$ 87.00	\$ 8,700.00	\$ -	0.00	\$ -	\$ -
14	HOT MIX ASPHALT 9.5M 64 SURFACE COURSE, 2" THICK	TON	340	\$ 95.00	\$ 32,300.00	\$ -	0.00	\$ 27,854.95	\$ 27,854.95
15	POLYMERIZED JOINT ADHESIVE	LF	1085	\$ 0.01	\$ 10.85	\$ -	0.00	\$ -	\$ -
16	TACK COAT	GAL	280	\$ 0.01	\$ 2.80	\$ -	0.00	\$ 2.80	\$ 2.80
17	INLET, TYPE 'B'	UN	3	\$ 3,500.00	\$ 10,500.00	\$ -	0.00	\$ 10,500.00	\$ 10,500.00
18	15" REINFORCED CONCRETE PIPE	LF	70	\$ 88.00	\$ 6,160.00	\$ -	0.00	\$ 4,840.00	\$ 4,840.00
19	DRAINAGE MANHOLE, DOGHOUSE, 4' DIAMETER	UN	1	\$ 4,500.00	\$ 4,500.00	\$ -	0.00	\$ 4,500.00	\$ 4,500.00
20	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	20	\$ 115.00	\$ 2,300.00	\$ -	0.00	\$ 1,124.70	\$ 1,124.70
21	HOT MIX ASPHALT DRIVEWAY, 3-1/2" THICK	SY	70	\$ 25.00	\$ 1,750.00	\$ -	0.00	\$ 905.50	\$ 905.50
22	RESET EXISTING PAVERS	SY	50	\$ 110.00	\$ 5,500.00	\$ -	0.00	\$ 507.10	\$ 507.10
23	CONCRETE SWALE CURB	LF	1665	\$ 38.00	\$ 63,270.00	\$ -	0.00	\$ 59,812.00	\$ 59,812.00
24	TRAFFIC STRIPES, 4"	LF	1485	\$ 0.90	\$ 1,336.50	\$ 865.80	962.00	\$ -	\$ 865.80
25	TRAFFIC MARKINGS LINES, 24"	LF	35	\$ 5.50	\$ 192.50	\$ -	0.00	\$ -	\$ -
26	REGULATORY AND WARNING SIGN	SF	20	\$ 45.00	\$ 900.00	\$ 900.00	20.00	\$ -	\$ 900.00
27	TOPSOILING, 4" THICK	SY	370	\$ 9.00	\$ 3,330.00	\$ -	0.00	\$ 3,330.00	\$ 3,330.00
28	FERTILIZING AND SEEDING	SY	370	\$ 1.00	\$ 370.00	\$ -	0.00	\$ 370.00	\$ 370.00
29	STRAW MULCHING	SY	370	\$ 1.00	\$ 370.00	\$ -	0.00	\$ 370.00	\$ 370.00
TOTAL PROPOSAL A				\$ 268,904.75	\$ 14,615.67			\$ 211,115.57	
PROPOSAL B - MYRTLE SIDEWALK, FIREHOUSE, HORSENECK POINT ROAD, TICONDEROGA AVENUE, SPRINGFIELD AVENUE, MANITTO PLACE, SENECA PLACE TO HICON PLAN, SAGAMORE AVENUE									
1	CLEARING SITE	LS	1	\$ 28,500.00	\$ 28,500.00	\$ 8,550.00	0.30	\$ 19,950.00	\$ 28,500.00
2	BREAKAWAY BARRICADE	UN	25	\$ 1.00	\$ 25.00	\$ -	0.00	\$ 20.00	\$ 20.00



ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	CONTRACT TOTALS	AMOUNT THIS EST.	QUANTITY THIS EST.	AMOUNT PREV EST.	QUANTITY TO DATE	AMOUNT TO DATE
3	DRUM	UN 30	\$ 1.00	\$ 30.00	\$ -	0.00	\$ 20.00	20.00	\$ 20.00
4	TRAFFIC CONES	UN 80	\$ 1.00	\$ 80.00	\$ -	0.00	\$ 50.00	50.00	\$ 50.00
5	CONSTRUCTION SIGNS	SF 100	\$ 1.00	\$ 100.00	\$ -	0.00	\$ 70.00	70.00	\$ 70.00
6	TRAFFIC DIRECTOR, FLAGGER	ALLOW 20000	\$ 1.00	\$ 20,000.00	\$ -	0.00			
7	FUEL PRICE ADJUSTMENT	DOLLAR 1	\$ 10,000.00	\$ 10,000.00	\$ (20,434.30)	-2.04	\$ -	-2.04	\$ (20,434.30)
8	ASPHALT PRICE ADJUSTMENT	DOLLAR 1	\$ 10,000.00	\$ 10,000.00	\$ (3,126.98)	-0.31	\$ -	-0.31	\$ (3,126.98)
9	EXCAVATION, TEST PIT	CY 50	\$ 100.00	\$ 5,000.00	\$ -	0.00	\$ 1,500.00	15.00	\$ 1,500.00
10	ROAD EXCAVATION, UNCLASSIFIED	CY 2590	\$ 19.00	\$ 49,210.00	\$ 29,656.53	1560.87	\$ 15,647.26	2384.41	\$ 45,303.79
11	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	SY 4590	\$ 0.01	\$ 45.90	\$ -	0.00	\$ -	0.00	\$ -
12	HMA MILLING, 3" OR LESS	SY 19350	\$ 2.60	\$ 50,310.00	\$ -	0.00	\$ 51,105.60	19656.00	\$ 51,105.60
13	HOT MIX ASPHALT 19M64 BASE COURSE, 4"	TON 1900	\$ 95.00	\$ 180,500.00	\$ 39,159.95	412.21	\$ 110,141.10	1571.59	\$ 149,301.05
14	HOT MIX ASPHALT 12.5M64 INTERMEDIATE BASE COURSE, 0" - 6" THICK	TON 870	\$ 89.00	\$ 77,430.00	\$ -	0.00	\$ -	0.00	\$ -
15	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON 3250	\$ 90.00	\$ 292,500.00	\$ 26,592.30	295.47	\$ 265,322.70	3243.50	\$ 291,915.00
16	POLYMERIZED JOINT ADHESIVE	LF 8985	\$ 0.01	\$ 89.85	\$ -	0.00	\$ -	0.00	\$ -
17	TACK COAT	GAL 2660	\$ 0.01	\$ 26.60	\$ -	0.00	\$ 24.35	2435.00	\$ 24.35
18	RESET EXISTING CASTING	UN 16	\$ 300.00	\$ 4,800.00	\$ -	0.00	\$ 300.00	1.00	\$ 300.00
19	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UN 4	\$ 1,950.00	\$ 7,800.00	\$ -	0.00	\$ 5,850.00	3.00	\$ 5,850.00
20	INLET, TYPE 'B'	UN 5	\$ 3,500.00	\$ 17,500.00	\$ -	0.00	\$ 21,000.00	6.00	\$ 21,000.00
21	INLET, TYPE 'B-2'	UN 1	\$ 6,000.00	\$ 6,000.00	\$ -	0.00	\$ 6,000.00	1.00	\$ 6,000.00
22	DRAINAGE MANHOLE, DOGHOUSE, 4' DIAMETER	UN 1	\$ 4,500.00	\$ 4,500.00	\$ -	0.00	\$ 4,500.00	1.00	\$ 4,500.00
23	BICYCLE SAFE GRATE	UN 8	\$ 450.00	\$ 3,600.00	\$ -	0.00	\$ -	0.00	\$ -
24	CURB PIECE, TYPE 'N' ECO	UN 6	\$ 400.00	\$ 2,400.00	\$ -	0.00	\$ -	0.00	\$ -
25	12" HIGH DENSITY POLYETHYLENE PIPE	LF 200	\$ 71.50	\$ 14,300.00	\$ -	0.00	\$ 13,156.00	184.00	\$ 13,156.00
26	12" REINFORCED CONCRETE PIPE, CLASS V	LF 90	\$ 83.00	\$ 7,470.00	\$ -	0.00	\$ 6,640.00	80.00	\$ 6,640.00
27	15" REINFORCED CONCRETE PIPE, CLASS III	LF 350	\$ 82.00	\$ 28,700.00	\$ -	0.00	\$ 25,420.00	310.00	\$ 25,420.00
28	15" REINFORCED CONCRETE PIPE, CLASS V	LF 270	\$ 90.00	\$ 24,300.00	\$ -	0.00	\$ 23,310.00	259.00	\$ 23,310.00
29	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY 50	\$ 115.00	\$ 5,750.00	\$ -	0.00	\$ 8,082.20	70.28	\$ 8,082.20
30	HOT MIX ASPHALT DRIVEWAY, 3-1/2" THICK	SY 280	\$ 25.00	\$ 7,000.00	\$ -	0.00	\$ 5,410.25	216.41	\$ 5,410.25
31	RESET EXISTING PAVERS	SY 120	\$ 110.00	\$ 13,200.00	\$ -	0.00	\$ 15,320.80	139.28	\$ 15,320.80
32	CONCRETE SIDEWALK, 4" THICK	SY 130	\$ 110.00	\$ 14,300.00	\$ -	0.00	\$ 22,830.50	207.55	\$ 22,830.50
33	DETECTABLE WARNING SURFACE	SY 3	\$ 375.00	\$ 1,125.00	\$ -	0.00	\$ 1,500.00	4.00	\$ 1,500.00
34	8" X 18" CONCRETE VERTICAL CURB	LF 3690	\$ 33.00	\$ 121,770.00	\$ -	0.00	\$ 120,796.50	3660.50	\$ 120,796.50
35	GUTTER	LF 4740	\$ 40.00	\$ 189,600.00	\$ -	0.00	\$ 184,000.00	4600.00	\$ 184,000.00



ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	CONTRACT TOTALS	AMOUNT THIS EST.	QUANTITY THIS EST.	AMOUNT PREV EST.	QUANTITY TO DATE	AMOUNT TO DATE
36	CONCRETE SWALE	LF 100	\$ 40.00	\$ 4,000.00	\$ 4,000.00	100.00	\$ -	100.00	\$ 4,000.00
37	WOOD SPLIT RAIL FENCE	LF 120	\$ 95.00	\$ 11,400.00	\$ -	0.00	\$ 13,300.00	140.00	\$ 13,300.00
38	TRAFFIC STRIPES, 4"	LF 960	\$ 0.90	\$ 864.00	\$ 639.00	710.00	\$ -	710.00	\$ 639.00
39	TRAFFIC MARKINGS LINES, 4"	LF 965	\$ 0.90	\$ 868.50	\$ -	0.00	\$ -	0.00	\$ -
40	TRAFFIC MARKINGS LINES, 24"	LF 415	\$ 5.50	\$ 2,282.50	\$ 588.50	107.00	\$ -	107.00	\$ 588.50
41	TRAFFIC MARKINGS SYMBOLS	SF 250	\$ 8.50	\$ 2,125.00	\$ 918.00	108.00	\$ -	108.00	\$ 918.00
42	REGULATORY AND WARNING SIGN	SF 30	\$ 45.00	\$ 1,350.00	\$ 1,203.75	26.75	\$ -	26.75	\$ 1,203.75
43	MANHOLE COVER, SANITARY SEWER	UN 25	\$ 165.00	\$ 4,125.00	\$ -	0.00	\$ -	0.00	\$ -
44	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING	UN 25	\$ 330.00	\$ 8,250.00	\$ -	0.00	\$ 660.00	2.00	\$ 660.00
45	TREE REMOVAL, OVER 24" TO 36" DIAMETER	UN 2	\$ 4,000.00	\$ 8,000.00	\$ -	0.00	\$ 12,000.00	3.00	\$ 12,000.00
46	TOPSOIL STABILIZATION, TYPE 2 MAT	SY 160	\$ 1.00	\$ 160.00	\$ -	0.00	\$ 160.00	160.00	\$ 160.00
47	TOPSOILING, 4" THICK	SY 2010	\$ 9.00	\$ 18,090.00	\$ -	0.00	\$ 18,090.00	2010.00	\$ 18,090.00
48	FERTILIZING AND SEEDING	SY 2010	\$ 1.00	\$ 2,010.00	\$ -	0.00	\$ 2,010.00	2010.00	\$ 2,010.00
50	I-5 SOIL AGGREGATE	CY 80	\$ 5.00	\$ 400.00	\$ -	0.00	\$ 400.00	80.00	\$ 400.00
TOTAL PROPOSAL B				\$ 1,261,887.35	\$ 87,746.75				\$ 1,062,334.01
TOTAL PROPOSAL A + B				\$ 1,530,792.10					
ALTERNATE A - CENTER STREET									
1	CLEARING SITE	LS 1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	1.00	\$ -	1.00	\$ 6,000.00
2	BREAKAWAY BARRICADE	UN 25	\$ 1.00	\$ 25.00	\$ -	0.00	\$ -	0.00	\$ -
3	DRUM	UN 30	\$ 1.00	\$ 30.00	\$ -	0.00	\$ -	0.00	\$ -
4	TRAFFIC CONES	UN 80	\$ 1.00	\$ 80.00	\$ -	0.00	\$ -	0.00	\$ -
5	CONSTRUCTION SIGNS	SF 100	\$ 1.00	\$ 100.00	\$ -	0.00	\$ -	0.00	\$ -
6	TRAFFIC DIRECTOR, FLAGGER	ALLOW 2500	\$ 1.00	\$ 2,500.00	\$ 2,163.65	2163.65	\$ -	2163.65	\$ 2,163.65
7	FUEL PRICE ADJUSTMENT	DOLLAR 1	\$ 500.00	\$ 500.00	\$ (1,365.97)	-2.73	\$ -	-2.73	\$ (1,365.97)
8	ASPHALT PRICE ADJUSTMENT	DOLLAR 1	\$ 500.00	\$ 500.00	\$ (123.56)	-0.25	\$ -	-0.25	\$ (123.56)
9	EXCAVATION, TEST PIT	CY 10	\$ 100.00	\$ 1,000.00	\$ -	0.00	\$ -	0.00	\$ -
10	HMA MILLING, 3" OR LESS	SY 3240	\$ 2.60	\$ 8,424.00	\$ -	0.00	\$ 7,488.00	2880.00	\$ 7,488.00
11	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON 400	\$ 92.00	\$ 36,800.00	\$ 31,841.20	346.10	\$ -	346.10	\$ 31,841.20
12	POLYMERIZED JOINT ADHESIVE	LF 1145	\$ 0.01	\$ 11.45	\$ -	0.00	\$ -	0.00	\$ -
13	TACK COAT	GAL 330	\$ 0.01	\$ 3.30	\$ -	0.00	\$ -	0.00	\$ -
14	RESET EXISTING CASTING	UN 3	\$ 330.00	\$ 990.00	\$ -	0.00	\$ 990.00	3.00	\$ 990.00
15	CONCRETE SWALE CURB	LF 100	\$ 40.00	\$ 4,000.00	\$ -	0.00	\$ -	0.00	\$ -
16	TRAFFIC STRIPES, 4"	LF 315	\$ 0.90	\$ 283.50	\$ 198.00	220.00	\$ -	220.00	\$ 198.00
17	TRAFFIC MARKINGS LINES, 24"	LF 165	\$ 5.50	\$ 907.50	\$ 577.50	105.00	\$ -	105.00	\$ 577.50
18	REGULATORY AND WARNING SIGN	SF 10	\$ 45.00	\$ 450.00	\$ -	0.00	\$ -	0.00	\$ -



ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	CONTRACT TOTALS	AMOUNT THIS EST.	QUANTITY THIS EST.	AMOUNT PREV EST.	QUANTITY TO DATE	AMOUNT TO DATE
19	MANHOLE COVER, SANITARY SEWER	UN	4	\$ 165.00	\$ 660.00	\$ -	0.00	\$ -	\$ -
20	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING	UN	4	\$ 330.00	\$ 1,320.00	\$ -	0.00	\$ -	\$ -
21	TOPSOILING, 4" THICK	SY	25	\$ 9.00	\$ 225.00	\$ -	0.00	\$ 4,500.00	\$ 4,500.00
22	FERTILIZING AND SEEDING	SY	25	\$ 1.00	\$ 25.00	\$ -	0.00	\$ -	\$ -
23	STRAW MULCHING	SY	25	\$ 1.00	\$ 25.00	\$ -	0.00	\$ -	\$ -
	TOTAL ALTERNATE A			\$ 64,859.75					\$ 52,268.82
	TOTAL PROPOSAL A+PROPOSAL B +ALTERNATE A			\$ 1,595,651.85					
	ALTERNATE B - BELMAR AVENUE								
1	CLEARING SITE	LS	1	\$ 10,248.20	\$ 10,248.20	\$ -	0.00	\$ 10,248.20	\$ 10,248.20
2	BREAKAWAY BARRICADE	UN	25	\$ 1.00	\$ 25.00	\$ -	0.00	\$ 10.00	\$ 10.00
3	DRUM	UN	30	\$ 1.00	\$ 30.00	\$ -	0.00	\$ 15.00	\$ 15.00
4	TRAFFIC CONES	UN	80	\$ 1.00	\$ 80.00	\$ -	0.00	\$ 40.00	\$ 40.00
5	CONSTRUCTION SIGNS	SF	100	\$ 1.00	\$ 100.00	\$ -	0.00	\$ 50.00	\$ 50.00
6	TRAFFIC DIRECTOR, FLAGGER	ALLOW	5000	\$ 1.00	\$ 5,000.00	\$ -	0.00	\$ -	\$ -
7	FUEL PRICE ADJUSTMENT	DOLLAR	1	\$ 400.00	\$ 400.00	\$ (1,685.56)	-4.21	\$ -	\$ (1,685.56)
8	EXCAVATION, TEST PIT	CY	10	\$ 100.00	\$ 1,000.00	\$ -	0.00	\$ -	\$ -
9	ROAD EXCAVATION, UNCLASSIFIED	CY	80	\$ 12.00	\$ 960.00	\$ -	0.00	\$ -	\$ -
10	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	SY	210	\$ 0.01	\$ 2.10	\$ -	0.00	\$ -	\$ -
11	HMA MILLING, 3" OR LESS	SY	2770	\$ 3.00	\$ 8,310.00	\$ -	0.00	\$ 8,190.00	\$ 8,190.00
12	HOT MIX ASPHALT 19M64 BASE COURSE, 2" THICK	TON	190	\$ 96.00	\$ 18,240.00	\$ -	0.00	\$ -	\$ -
13	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	340	\$ 92.00	\$ 31,280.00	\$ -	0.00	\$ 32,317.76	\$ 32,317.76
14	POLYMERIZED JOINT ADHESIVE	LF	985	\$ 0.01	\$ 9.85	\$ -	0.00	\$ -	\$ -
15	TACK COAT	GAL	300	\$ 0.01	\$ 3.00	\$ -	0.00	\$ 3.00	\$ 3.00
16	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	10	\$ 110.00	\$ 1,100.00	\$ -	0.00	\$ 1,870.00	\$ 1,870.00
17	HOT MIX ASPHALT DRIVEWAY, 3-1/2" THICK	SY	90	\$ 25.00	\$ 2,250.00	\$ -	0.00	\$ 2,115.25	\$ 2,115.25
18	RESET EXISTING PAVERS	SY	20	\$ 115.00	\$ 2,300.00	\$ -	0.00	\$ 1,150.00	\$ 1,150.00
19	CONCRETE SIDEWALK, 4" THICK	SY	10	\$ 110.00	\$ 1,100.00	\$ -	0.00	\$ 550.00	\$ 550.00
20	8" X 18" CONCRETE VERTICAL CURB	LF	1130	\$ 34.00	\$ 38,420.00	\$ -	0.00	\$ 30,736.00	\$ 30,736.00
21	TRAFFIC STRIPES, 4"	LF	315	\$ 0.90	\$ 283.50	\$ 223.20	248.00	\$ -	\$ 223.20
22	TRAFFIC MARKINGS LINES, 24"	LF	50	\$ 5.50	\$ 275.00	\$ -	0.00	\$ -	\$ -
23	MANHOLE COVER, SANITARY SEWER	UN	2	\$ 165.00	\$ 330.00	\$ -	0.00	\$ -	\$ -
24	EXISTING CASTING	UN	2	\$ 330.00	\$ 660.00	\$ -	0.00	\$ 660.00	\$ 660.00
25	TOPSOILING, 4" THICK	SY	255	\$ 9.00	\$ 2,295.00	\$ -	0.00	\$ 2,295.00	\$ 2,295.00



ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	CONTRACT TOTALS	AMOUNT THIS EST.	QUANTITY THIS EST.	AMOUNT PREV EST.	QUANTITY TO DATE	AMOUNT TO DATE
26	FERTILIZING AND SEEDING	SY 255	\$ 1.00	\$ 255.00	\$ -	0.00	\$ 255.00	255.00	\$ 255.00
27	STRAW MULCHING	SY 255	\$ 1.00	\$ 255.00	\$ -	0.00	\$ 255.00	255.00	\$ 255.00
	TOTAL ALTERNATE B			\$ 125,211.65					\$ 89,297.85
CHANGE ORDER NO.1 PROPOSAL B - FIREHOUSE									
1	EXCAVATION, UNCLASSIFIED	CY 320	\$ 19.00	\$ 6,080.00	\$ -	0.00	\$ 3,906.21	205.59	\$ 3,906.21
2	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	TON 300	\$ 95.00	\$ 28,500.00	\$ -	0.00	\$ 24,094.85	253.63	\$ 24,094.85
3	SURFACE COURSE, 2" THICK	TON 150	\$ 90.00	\$ 13,500.00	\$ -	0.00	\$ 12,767.40	141.86	\$ 12,767.40
4	CONCRETE VERTICAL CURB	LF 200	\$ 33.00	\$ 6,600.00	\$ -	0.00	\$ 12,276.00	372.00	\$ 12,276.00
	TOTAL CHANGE ORDER NO.1			\$ 54,680.00					\$ 53,044.46
	TOTAL PROPOSAL A+PROPOSAL B +ALTERNATE A+ALTERNATE B+CHANGE ORDER NO.1			\$ 1,775,543.50					\$ 1,468,060.71
SUPPLEMENTAL ITEMS - CENTER STREET									
S-1	30" CONCRETE SWALE CURB	LF 1232	\$ 55.00	\$ 67,760.00	\$ -	0.00	\$ 67,760.00	1232.00	\$ 67,760.00
S-2	CONCRETE VERTICAL CURB	LF 20	\$ 55.00	\$ 1,100.00	\$ -	0.00	\$ 1,100.00	20.00	\$ 1,100.00
S-3	HOT MIX ASPHALT DRIVEWAY	SY 45	\$ 25.00	\$ 1,125.00	\$ -	0.00	\$ 1,125.00	45.00	\$ 1,125.00
S-4	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY 17	\$ 115.00	\$ 1,955.00	\$ -	0.00	\$ 1,955.00	17.00	\$ 1,955.00
S-5	RESET EXISTING PAVERS	SY 13	\$ 110.00	\$ 1,430.00	\$ -	0.00	\$ 1,430.00	13.00	\$ 1,430.00
S-6	REMOBILIZATION - PAVING	LS 1	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	1.00	\$ -	1.00	\$ 8,500.00
	TOTAL SUPPLEMENTAL ITEMS - CENTER STREET			\$ 73,370.00					\$ 81,870.00
	TOTAL PROPOSAL A+PROPOSAL B +ALTERNATE A+ALTERNATE B+CHANGE ORDER NO.1+ALTERNATE ITEMS			\$ 1,848,913.50					\$ 1,549,930.71
CONTRACT TOTAL:				\$1,775,543.50	TOTAL TO DATE:		\$ 1,549,930.71		
REVISED CONTRACT TOTAL:				\$1,549,930.71	LESS 2% RETAINAGE:		\$ -		
					SUBTOTAL AMOUNT DUE:		\$ 1,549,930.71		
					LESS PREVIOUS PAYMENTS:		\$ 1,373,215.02		
					TOTAL AMOUNT DUE:		\$ 176,715.69		
					PERCENTAGE COMPLETE:		100%		

I hereby certify that all items, units, quantities and prices of work and material shown in this progress estimate are correct; that the work has been performed and materials supplied and completely paid for in full in accordance with the terms of the contract documents involved; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate; and that no part of the "Total Amount Due" has been received:

MECO, INC.

DATE:

2/16/2024

WILLIAM H. WHITE, III, PE, PP, CME, CPWM, COLLIERS ENGINEERING & DESIGN, INC.

DATE:

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER - 2 - FINAL
STATE AID PROJECT

Project	2022 Road Program
Municipality	Borough of Oceanport
County	Mommouth
Contractor	Meco, Inc.

In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change

- Final As-Built Quantities

Increased Items		Quantity (+/-)		Unit Price	Amount
Item No.	Description				
B12	HMA MILLING, 3" OR LESS	306	SY	\$ 2.60	\$ 795.60
B20	INLET, TYPE 'B'	1	UN	\$ 3,500.00	\$ 3,500.00
B29	CONCRETE DRIVEWAY, REINFORCED 6" THICK	20.28	SY	\$ 115.00	\$ 2,332.20
B31	RESET EXISTING PAVERS	19.28	SY	\$ 110.00	\$ 2,120.80
B32	CONCRETE SIDEWALK, 4" THICK	77.55	SY	\$ 110.00	\$ 8,530.50
B33	DETECTABLE WARNING SURFACE	1	SY	\$ 375.00	\$ 375.00
B37	WOOD SPLIT RAIL FENCE	20	LF	\$ 95.00	\$ 1,900.00
B45	TREE REMOVAL, OVER 24" TO 36" DIAMETER	1	UN	\$ 4,000.00	\$ 4,000.00
ALT A21	TOPSOILING, 4" THICK	475	SY	\$ 9.00	\$ 4,275.00
ALT B13	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	11.28	TON	\$ 92.00	\$ 1,037.76
ALT B16	CONCRETE DRIVEWAY, REINFORCED 6" THICK	7	SY	\$ 110.00	\$ 770.00
CO ITEM 4	CONCRETE VERTICAL CURB	172	LF	\$ 33.00	\$ 5,676.00
Total Increase					\$ 35,312.86

Decreased Items		Quantity (+/-)		Unit Price	Amount
Item No.	Description				
A2	BREAKAWAY BARRICADE	-5	UN	\$ 1.00	\$ (5.00)
A3	DRUM	-10	UN	\$ 1.00	\$ (10.00)
A4	TRAFFIC CONES	-30	UN	\$ 1.00	\$ (30.00)
A5	CONSTRUCTION SIGNS	-30	UN	\$ 1.00	\$ (30.00)
A6	TRAFFIC DIRECTOR, FLAGGER	-12093.54	ALLOW	\$ 1.00	\$ (12,093.54)
A7	FUEL PRICE ADJUSTMENT	-5.067085714	DOL	\$ 700.00	\$ (3,546.96)
A8	ASPHALT PRICE ADJUSTMENT	-1.251933333	DOL	\$ 1,500.00	\$ (1,877.90)
A9	EXCAVATION, TEST PIT	-45	CY	\$ 100.00	\$ (4,500.00)
A11	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	-2710	SY	\$ 0.01	\$ (27.10)
A12	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	-104.78	TON	\$ 96.00	\$ (10,058.88)
A13	HOT MIX ASPHALT 12.5M64 INTERMEDIATE BASE COURSE, 0-6" THICK	-100	TON	\$ 87.00	\$ (8,700.00)
A14	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	-46.79	TON	\$ 95.00	\$ (4,445.05)
A15	POLYMERIZED JOINT ADHESIVE	-1085	LF	\$ 0.01	\$ (10.85)
A18	15" REINFORCED CONCRETE PIPE	-15	LF	\$ 88.00	\$ (1,320.00)
A20	CONCRETE DRIVEWAY, REINFORCED 6" THICK	-10.22	SY	\$ 115.00	\$ (1,175.30)
A21	HOT MIX ASPHALT DRIVEWAY, 3 1/2" THICK	-33.78	SY	\$ 25.00	\$ (844.50)
A22	RESET EXISTING PAVERS	-45.39	SY	\$ 110.00	\$ (4,992.90)
A23	CONCRETE SWALE CURB	-91	LF	\$ 38.00	\$ (3,458.00)
A24	TRAFFIC STRIPES, 4"	-523	LF	\$ 0.90	\$ (470.70)
A25	TRAFFIC MARKINGS LINES, 24"	-35	LF	\$ 5.50	\$ (192.50)
B2	BREAKAWAY BARRICADE	-5	UN	\$ 1.00	\$ (5.00)
B3	DRUM	-10	UN	\$ 1.00	\$ (10.00)
B4	TRAFFIC CONES	-30	UN	\$ 1.00	\$ (30.00)
B5	CONSTRUCTION SIGNS	-30	UN	\$ 1.00	\$ (30.00)

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER - 2 - FINAL
STATE AID PROJECT

B6	TRAFFIC DIRECTOR, FLAGGER	-20000	ALLOW	\$	1.00	\$ (20,000.00)
B7	FUEL PRICE ADJUSTMENT	-3.04343	DOL	\$	10,000.00	\$ (30,434.30)
B8	ASPHALT PRICE ADJUSTMENT	-1.312698	DOL	\$	10,000.00	\$ (13,126.98)
B9	EXCAVATION, TEST PIT	-35	CY	\$	100.00	\$ (3,500.00)
B10	ROAD EXCAVATION, UNCLASSIFIED	-205.59	CY	\$	19.00	\$ (3,906.21)
B11	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	-4590	SY	\$	0.01	\$ (45.90)
B13	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	-328.41	TON	\$	95.00	\$ (31,198.95)
B14	HOT MIX ASPHALT 12.5M64 INTERMEDIATE BASE COURSE, 0-6" THICK	-870	TON	\$	89.00	\$ (77,430.00)
B15	HOT MIX ASPHALT, 9.5M64 SURFACE COURSE, 2" THICK	-6.5	TON	\$	90.00	\$ (585.00)
B16	POLYMERIZED JOINT ADHESIVE	-8985	LF	\$	0.01	\$ (89.85)
B17	TACK COAT	-225	GAL	\$	0.01	\$ (2.25)
B18	RESET EXISTING CASTING	-15	UN	\$	300.00	\$ (4,500.00)
B19	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	-1	UN	\$	1,950.00	\$ (1,950.00)
B23	BICYCLE SAFE GRATE	-8	UN	\$	450.00	\$ (3,600.00)
B24	CURB PIECE, TYPE 'N' ECO	-6	UN	\$	400.00	\$ (2,400.00)
B25	12" HIGH DENSITY POLYETHYLENE PIPE	-16	LF	\$	71.50	\$ (1,144.00)
B26	12" REINFORCED CONCRETE PIPE, CLASS V	-10	LF	\$	83.00	\$ (830.00)
B27	15" REINFORCED CONCRETE PIPE, CLASS III	-40	LF	\$	82.00	\$ (3,280.00)
B28	15" REINFORCED CONCRETE PIPE, CLASS V	-11	LF	\$	90.00	\$ (990.00)
B30	HOT MIX ASPHALT DRIVEWAY, 3 1/2" THICK	-63.59	SY	\$	25.00	\$ (1,589.75)
B34	8" X 18" CONCRETE VERTICAL CURB	-29.5	LF	\$	33.00	\$ (973.50)
B35	COMBINATION CONCRETE CURB AND GUTTER	-140	LF	\$	40.00	\$ (5,600.00)
B38	TRAFFIC STRIPES, 4"	-250	LF	\$	0.90	\$ (225.00)
B39	TRAFFIC MARKINGS LINES, 4"	-965	LF	\$	0.90	\$ (868.50)
B40	TRAFFIC MARKINGS LINES, 24"	-308	LF	\$	5.50	\$ (1,694.00)
B41	TRAFFIC MARKINGS SYMBOLS	-142	SF	\$	8.50	\$ (1,207.00)
B42	REGULATORY AND WARNING SIGN	-3.25	SF	\$	45.00	\$ (146.25)
B43	MANHOLE COVER, SANITARY SEWER	-25	UN	\$	165.00	\$ (4,125.00)
B44	RESET EXISTING MANHOLE, SANITARY SEWER, USING EXISTING CASTING	-23	UN	\$	330.00	\$ (7,590.00)
ALT A2	BREAKAWAY BARRICADE	-25	UN	\$	1.00	\$ (25.00)
ALT A3	DRUM	-30	UN	\$	1.00	\$ (30.00)
ALT A4	TRAFFIC CONES	-80	UN	\$	1.00	\$ (80.00)
ALT A5	CONSTRUCTION SIGNS	-100	SF	\$	1.00	\$ (100.00)
ALTA6	TRAFFIC DIRECTOR, FLAGGER	-336.35	ALLOW	\$	1.00	\$ (336.35)
ALT A7	FUEL PRICE ADJUSTMENT	-3.73194	DOL	\$	500.00	\$ (1,865.97)
ALT A8	ASPHALT PRICE ADJUSTMENT	-1.24712	DOL	\$	500.00	\$ (623.56)
ALT A9	EXCAVATION, TEST PIT	-10	CY	\$	100.00	\$ (1,000.00)
ALT A10	HMA MILLING, 3" OR LESS	-360	SY	\$	2.60	\$ (936.00)
ALT A11	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	-53.9	TON	\$	92.00	\$ (4,958.80)
ALT A12	POLYMERIZED JOINT ADHESIVE	-1145	LF	\$	0.01	\$ (11.45)

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER - 2 - FINAL

STATE AID PROJECT

ALT A13	TACK COAT	-330	GAL	\$	0.01	\$	(3.30)
ALT A15	CONCRETE SWALE CURB	-100	LF	\$	40.00	\$	(4,000.00)
ALTA16	TRAFFIC STRIPES, 4"	-95	LF	\$	0.90	\$	(85.50)
ALT A17	TRAFFIC MARKINGS LINES, 24"	-60	LF	\$	5.50	\$	(330.00)
ALT A18	REGULATORY AND WARNING SIGN	-10	SF	\$	45.00	\$	(450.00)
ALT A19	MANHOLE COVER, SANITARY SEWER	-4	UN	\$	165.00	\$	(660.00)
ALT A20	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING	-4	UN	\$	330.00	\$	(1,320.00)
ALT A22	FERTILIZING AND SEEDING	-25	SY	\$	1.00	\$	(25.00)
ALT A23	STRAW MULCHING	-25	SY	\$	1.00	\$	(25.00)
ALT B2	BREAKAWAY BARRICADE	-15	UN	\$	1.00	\$	(15.00)
ALT B3	DRUM	-15	UN	\$	1.00	\$	(15.00)
ALT B4	TRAFFIC CONES	-40	UN	\$	1.00	\$	(40.00)
ALT B5	CONSTRUCTION SIGNS	-50	SF	\$	1.00	\$	(50.00)
ALT B6	TRAFFIC DIRECTOR, FLAGGER	-5000	ALLOW	\$	1.00	\$	(5,000.00)
ALT B7	FUEL PRICE ADJUSTMENT	-5.2139	DOL	\$	400.00	\$	(2,085.56)
ALT B8	EXCAVATION, TEST PIT	-10	CY	\$	100.00	\$	(1,000.00)
ALT B9	ROAD EXCAVATION, UNCLASSIFIED	-80	CY	\$	12.00	\$	(960.00)
ALT B10	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	-210	SY	\$	0.01	\$	(2.10)
ALT B11	HMA MILLING, 3" OR LESS	-40	SY	\$	3.00	\$	(120.00)
ALT B12	HOT MIX ASPHALT 19M64 BASE COURSE, 2" THICK	-190	TON	\$	96.00	\$	(18,240.00)
ALT B14	POLYMERIZED JOINT ADHESIVE	-985	LF	\$	0.01	\$	(9.85)
ALT B17	HOT MIX ASPHALT DRIVEWAY, 3 1/2" THICK	-5.39	SY	\$	25.00	\$	(134.75)
ALT B18	RESET EXISTING PAVERS	-10	SY	\$	115.00	\$	(1,150.00)
ALT B19	CONCRETE SIDEWALK, 4" THICK	-5	SY	\$	110.00	\$	(550.00)
ALT B20	8" X 18" CONCRETE VERTICAL CURB	-226	LF	\$	34.00	\$	(7,684.00)
ALT B21	TRAFFIC STRIPES, 4"	-67	LF	\$	0.90	\$	(60.30)
ALT B22	TRAFFIC MARKINGS LINES, 24"	-50	LF	\$	5.50	\$	(275.00)
ALT 23	MANHOLE COVER, SANITARY SEWER	-2	UN	\$	165.00	\$	(330.00)
CO ITEM 1	EXCAVATION, UNCLASSIFIED	-114.41	CY	\$	19.00	\$	(2,173.79)
CO ITEM 2	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	-46.37	TON	\$	95.00	\$	(4,405.15)
CO ITEM 3	SURFACE COURSE, 2" THICK	-8.14	TON	\$	90.00	\$	(732.60)
Total Decrease						\$	(342,795.65)

Supplemental Items

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>		<u>Unit Price</u>		<u>Amount</u>
S-1	30" CONCRETE SWALE CURB	1232	LF	\$	55.00	\$ 67,760.00
S-2	CONCRETE VERTICAL CURB	20	LF	\$	55.00	\$ 1,100.00
S-3	HOT MIX ASPHALT DRIVEWAY	45	SY	\$	25.00	\$ 1,125.00
S-4	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	17	SY	\$	115.00	\$ 1,955.00
S-5	RESET EXISTING PAVERS	13	SY	\$	110.00	\$ 1,430.00
S-6	REMOBILIZATION - PAVING	1	LS	\$	8,500.00	\$ 8,500.00
Total Supplemental Items						\$ 81,870.00

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER - 2 - FINAL
STATE AID PROJECT

Amount of Original Contract	\$	1,720,863.50
Change Order No. 1 Amount	\$	54,680.00
Change Order No. 2 Amount	\$	(225,612.79)
Adjusted Amount Based on Change Order No. 1 & Change Order No. 2	\$	1,549,930.71

Extra	\$	35,312.86
Supplemental	\$	81,870.00
Reduction	\$	-342,795.65
Total Change	\$	-225,612.79

% Change in Contract
[(+) Increase or (-) Decrease]

-9.93%

2/19/2024

(Date)

Approved: _____

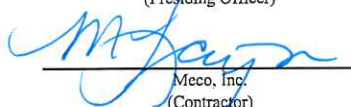
(District Manager)
(Bureau of Local Aid)

(Date)


Colliers Engineering & Design
(Engineer)

Borough of Oceanport
(Presiding Officer)

(Date)


Meeco, Inc.
(Contractor)

2/16/24
(Date)

State Of New Jersey
Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

9.6.a

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:

http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf

1. Name and address of Prime Contractor MECO, INC (NAME) PO BOX 536 (ADDRESS) CLARKSBURG NJ 08510 (CITY) (STATE) (ZIP CODE)		2. Contractor ID Number 1054	3. F ID or SS Number 222 62 6262 4. Reporting Period NOVEMBER 1-30, 2023 (Revised) 5. Public Agency Awarding Contract OCEANPORT BOROUGH Date of Award 01/31/2023 6. Name and Location of Project County 2022 ROAD PROGRAM MONMOUTH 7. Project ID Number 74931
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8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL NO. OF MIN. EMP.	13. WORK HOURS		14. % OF WORK HRS		15. CUM. WORK HRS		16. CUM. % OF W/H	
				A.	B.	C.	D.	E.	F.		TOTAL WORK HOURS	A.	B.	A.	B.	TOTAL WORK HOURS	A.	B.
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES		MIN. W/H	FEMALE W/H	% OF MIN. W/H	% OF FEMALE W/H	MIN. HOURS	FEMALE HOURS	% OF MIN. W/H	% OF FEM. W/H
Meco, Inc	100%	OP	J	1						0	8	0		0%		504	306	61%
			AP															
Meco, Inc	100%	DR	J								0					8	8	100%
			AP															
Meco, Inc	100%	LA	J								0					1546	1452	94%
			AP															
Straight Edge	100%	PA	J	6		5				5	15	2	14%			31	18	58%
			AP															
ANAR Construction	100%	LA	J								0					248	248	100%
			AP															

17. COMPLETED BY (PRINT OR TYPE)

Nanci Marta		President
(NAME)	(SIGNATURE)	(TITLE)
609	443	4344
(AREA CODE)	(TELEPHONE NUMBER)	(EXT.)
		02/14/2024
		(DATE)

Certified Payroll Register

9.6.a

Job
2022 Road Program
910 Oceanport Way
Oceanport, NJ 07757

Contractor
MECO, Inc.
PO Box 536
Clarksburg, NJ 08510-0536

Customer
Oceanport Borough
222 Monmouth Boulevard
Oceanport, NJ 07757

Job Number: OCEA16
Week Ending: 11/10/2023

Name	Soc Sec No. Class Mar Exemp.	Hours Worked This Job									Pay Rate	Gross Pay This Job All Jobs	-- Deductions --		Check #
		11/06 Mon	11/07 Tue	11/08 Wed	11/09 Thu	11/10 Fri	11/04 Sat	11/05 Sun	Tot	Fed. Fica Med State			Local Other Total		
John Alexander Lucas	***-**-1511 R: Operator/Local825 Single 0 O: WHITE Male	0.000	0.000	8.000	0.000	0.000	0.000	0.000	8.000	64.500	516.00	496.37 169.88 39.73 140.72	0.00 268.69	V3464	

I, Nanci Marta, SECRETARY & TREASURER (title) do hereby state:

1] That I pay or supervise the payment of the persons employed by MECO INC on the 2022 Road Program that during the payroll period commencing on 11/4/2023 and ending 11/10/2023, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said MECO INC from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

2] That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

3] That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4] That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

XX---In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(B) WHERE FRINGE BENEFITS ARE PAID IN CASH

---Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTION (CRAFT) EXPLANATION

REMARKS

Name and title

Nanci Marta SECRETARY & TREASURER

Signature

The Willful Falsification Of Any Of The Above Statements May Subject The Contractor Or SubContractor To Civil Or Criminal Prosecution. See Section 1001 Of Title 18 And Section 231 Of Title 31 Of The United States.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec 2008

OMB No.: 1235-0008

Expires: 07/31/2024

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒		ADDRESS	
Straight Edge Striping LLC		201 Wilton Avenue Middlesex, NJ 08846	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
2	11/19/2023	2022 Road Program, Oceanport, NJ	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	O T or S T	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK	
				Mo	Tu	We	Th	Fr	Sa	Su				FICA	WITH- HOLDING TAX	STATE TAX	LOCAL TAX	OTHER	TOTAL DED.		
				11/13	11/14	11/15	11/16	11/17	11/18	11/19											
Alex Porras 222 Elizabeth Street South Bound Brook, NJ 08880 xxx-xx-2623	3	Foreman (CP)- Painter <i>Sex: M Ethnicity: Hisp</i>	O	0	0	0	0	0	0	0	0	0	89.56	205.59	15.73	0.00	2.22	0.00	1.74	19.69	185.90
			S	0	0	0	0	3	0	0	0	3	68.53	205.59							
Antonio Umana 621 Greenbrook Road North Plainfield, NJ 07060 xxx-xx-0972	1	Foreman (CP)- Painter <i>Sex: M Ethnicity: Hisp</i>	O	0	0	0	0	0	0	0	0	0	89.56	205.59	15.73	2.19	2.80	0.00	1.74	22.46	183.13
			S	0	0	0	0	3	0	0	0	3	68.53	205.59							
Carlos Nava Nava 606 Mountain Avenue Middlesex, NJ 08846 xxx-xx-7630	0	Journeyman 2- Painter <i>Sex: M Ethnicity: Hisp</i>	O	0	0	0	0	0	0	0	0	0	88.06	202.59	15.50	10.16	3.04	0.00	1.72	30.42	172.17
			S	0	0	0	0	3	0	0	0	3	67.53	202.59							
Elder Lopez-Marroquin 1426 West 3rd Street Plainfield, NJ 07063 xxx-xx-0704	1	Journeyman 2- Painter <i>Sex: M Ethnicity: Hisp</i>	O	0	0	0	0	0	0	0	0	0	88.06	202.59	15.50	1.89	2.75	0.00	1.72	21.86	180.73
			S	0	0	0	0	3	0	0	0	3	67.53	202.59							
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C. F. R. §§ 3.3, 5.5(a). The Copeland Act (40 U. S. C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U. S. Department of Labor (DOL) regulations at 29 C. F. R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W. Washington, D. C. 20210.

Date 11/19/2023I, Andrew Altobelli President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Straight Edge Striping LLC on the
(Contractor or Subcontractor)2022 Road Program, Oceanport, NJ ; that during the payroll period commencing
(Building or Work)
on the 13 day of November, 2023, and ending the 19 day of November,
2023, all persons employed on said project have been paid the full weekly wages earned,
that no rebates have been or will be made either directly or indirectly to or on behalf of saidStraight Edge Striping LLC from the
(Contractor or Subcontractor)full weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary
of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967;
76 Stat. 357; 40 U.S.C. § 3145), and described below:(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.(3) That any apprentices employed in the above period are duly registered in a bona
fide apprenticeship program registered with a State apprenticeship agency recognized by
the Bureau of Apprenticeship and Training, United States Department of Labor, or if no
such recognized agency exists in a State, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐
- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
-
- the above referenced payroll, payments of fringe benefits as listed in the contract
-
- have been or will be made to appropriate programs for the benefit of such
-
- employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☒
- Each laborer or mechanic listed in the above referenced payroll has been paid,
-
- as indicated on the payroll, an amount not less than the sum of the applicable
-
- basic hourly wage rate plus the amount of the required fringe benefits as listed
-
- in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Andrew Altobelli
President

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3279
OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec 2008

OMB No.: 1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒		ADDRESS	
Straight Edge Striping LLC		201 Wilton Avenue Middlesex, NJ 08846	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
3	12/03/2023	2022 Road Program, Oceanport, NJ	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	O T or S T	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				Mo	Tu	We	Th	Fr	Sa	Su				FICA	WITH- HOLDING TAX	STATE TAX	LOCAL TAX	OTHER	TOTAL DED.	
				11/27	11/28	11/29	11/30	12/01	12/02	12/03										
James Kiefer 51 Canal Street Raritan, NJ 08869 xxx-xx-8590	0	Sign (Foreman) Sex: M Ethnicity: Cau	O	0	0	0	0	0	0	0	0	100.91	120.39	9.21	1.94	1.81	0.00	1.02	13.98	106.41
			S	1.5	0	0	0	0	0	0	1.5	80.26								
Salvador Martinez 117 Herbert Place South Plainfield NJ 07080 xxx-xx-8657	0	Sign (Foreman) Sex: M Ethnicity: Hisp	O	0	0	0	0	0	0	0	0	100.91	120.39	9.21	1.94	0.00	0.00	0.00	11.15	109.24
			S	1.5	0	0	0	0	0	0	1.5	80.26								
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C. F. R. §§ 3.3, 5.5(a). The Copeland Act (40 U. S. C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U. S. Department of Labor (DOL) regulations at 29 C. F. R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W. Washington, D. C. 20210.

Date 12/03/2023I, Andrew Altobelli President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Straight Edge Striping LLC on the
(Contractor or Subcontractor)2022 Road Program, Oceanport, NJ ; that during the payroll period commencing
(Building or Work)
on the 27 day of November, 2023, and ending the 03 day of December,
2023, all persons employed on said project have been paid the full weekly wages earned,
that no rebates have been or will be made either directly or indirectly to or on behalf of saidStraight Edge Striping LLC from the
(Contractor or Subcontractor)full weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary
of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967;
76 Stat. 357; 40 U.S.C. § 3145), and described below:(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination Incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.(3) That any apprentices employed in the above period are duly registered in a bona
fide apprenticeship program registered with a State apprenticeship agency recognized by
the Bureau of Apprenticeship and Training, United States Department of Labor, or if no
such recognized agency exists in a State, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐
- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
-
- the above referenced payroll, payments of fringe benefits as listed in the contract
-
- have been or will be made to appropriate programs for the benefit of such
-
- employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☒
- Each laborer or mechanic listed in the above referenced payroll has been paid,
-
- as indicated on the payroll, an amount not less than the sum of the applicable
-
- basic hourly wage rate plus the amount of the required fringe benefits as listed
-
- in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Andrew Altobelli
President

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3279
OF TITLE 31 OF THE UNITED STATES CODE.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING OPTION FOR THIRD (1)-YEAR EXTENSION OF THE SOLID WASTE CONTRACT &
RECYCLING COLLECTION CONTRACT WITH SUBURBAN DISPOSAL**

Resolution

WHEREAS, sealed public bids for the collection and disposal of solid waste and recycling were received by the Borough of Oceanport in 2020 which resulted in a contract by and between the Borough of Oceanport and Suburban Disposal, dated June 1, 2020; and

WHEREAS, the said bid solicitation was for a two-year contract with the option to exercise three additional one (1) year extensions at least 60 days prior to each anniversary starting with June 1, 2022, June 1, 2023 and June 1, 2024; and

WHEREAS, the Borough Council does not believe that there is any current benefit to be derived from re-bidding the collection of solid waste contract and the collection of recycles contract in accordance with applicable state regulation.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport that the Borough of Oceanport does hereby exercise its right under Section 5.1 of the aforementioned Contracts stipulating that the Governing Body has 60 days to notify Contractor of intent to exercise its option to extend the Contracts for the THIRD (1) year extension commencing June 1, 2024 through May 31, 2025, the fifth (5th year of said contract for the amount of \$342,000.00 (solid waste) and \$90,000 (recycling) pursuant to Resolutions #2020-122 and #2020-123 certifying same.

BE IT FURTHER RESOLVED, that the Borough Clerk shall provide a certified copy of this Resolution to Suburban Disposal notifying of the Borough's decision.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF BOBBY J. CONNORS AS AN ADMINISTRATIVE ASSISTANT FOR THE TAX
ASSESSOR'S OFFICE**

Resolution

WHEREAS, the Tax Assessor has recommended the hiring of an administrative assistant to assist the Assessor with field inspections as opposed to contracting with a third party; and

WHEREAS, the Tax Assessor and Borough Administrator have recommended that the position be filled by Bobby J. Connors who has the qualifications necessary to perform the functions needed by the Assessor,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council that Bobby J. Connors is hereby appointed as a permanent part time Administrative Assistant to the Assessor's Office effective March 17, 2024, at a salary of \$10,000 per year in accordance with the Salary ordinance.

BE IT FURTHER RESOLVED, that the Borough Clerk forward a certified copy of this resolution to the Borough Administrator, Chief Financial Officer and the Payroll Department.

BE IT FURTHER RESOLVED, that this appointment is subject to compliance with the Borough's Personnel Policies including background investigation.

From: [Donna Phelps](#)
To: [Jeanne Smith](#)
Cc: [Tax Assessor](#); [Jason Sutton](#)
Subject: Agenda Item - Field Inspector - Assessor's Office
Date: Thursday, February 22, 2024 12:26:23 PM

I need a Resolution appointing Bobby J. Connors as an Administrative Assistant to the Tax Assessor at an annual salary of \$10,000. You can put it on the March 7th Workshop for action on the March 21st Regular. The effective hire date will be March 17, 2024. He will be paid quarterly beginning with the 2nd quarter of 2024. Thanks.

John – Can you please bring Bobby with you some Wednesday and introduce him to Jason for payroll purposes? Jason will give him the paperwork that he needs to fill out to get on the payroll. Thanks.

DONNA M. PHELPS
Administrator
Borough of Oceanport
910 Oceanport Way
Oceanport, NJ 07727
732-222-8221, ext. 1003

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE PURCHASE & RENEWAL OF THE BOROUGH'S SPATIAL DATA LOGIC (SDL)
ENTERPRISE LICENSING SOFTWARE**

Resolution

WHEREAS, the Borough of Oceanport purchased Spatial Data Logic (SDL) enterprise licensing software for the management of licenses, permits, work orders and more pursuant with Resolution #2019-91; and

WHEREAS, the Borough is satisfied with the services provided by SDL and desires to continue using SDL license services through a non-fair and open process in accordance with N.J.S.A. 19:44A-20.5; 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 30, 2024 through April 29, 2025; and

WHEREAS, proposals were obtained from **Spatial Data Logic, 285 Davidson Ave, Somerset, NJ 8873** for renewal of ten (10) existing licenses and the purchase of two (2) new licenses for a total contract amount of \$22,080; and

WHEREAS, Spatial Data Logic has completed and submitted a Business Entity Disclosure Certification and Political Contribution Disclosure Form which certifies that Spatial Data Logic is compliant pursuant with **P.L. 2023, c.20**; and

WHEREAS, funds are available in the temporary operating budget and Construction UCC Trust as evidenced by the CFO's certification of funds below,

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

1. Spatial Data Logic is hereby awarded a contract to renew 10 existing licenses and purchase 2 new licenses in accordance with proposals dated February 22, 2024 for the April 30, 2024 through April 29, 2025 for a total contract amount of Twenty Two Thousand Eighty Dollars (\$22,000) to Spatial Data Logic, 285 Davidson Ave. Somerset, NJ 08873 subject to provision of the appropriate certificate of insurance and business registration.
2. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport.

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

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, certify that there are funds available in Account #18-270-55-600-203 in the amount of \$7,360.00 and Account #01-201-20-100-227 in the amount of \$14,720 for the purposes stated herein.


Catherine D. LaPorta, CFO



Oceanport 2024 Renewal



Oceanport | 1153-190423 | Renewal | April 30, 2024 -
Q-03500

2/22/2024

Spatial Data Logic
285 Davidson Ave.
Somerset, NJ 08873
3472376496

Dear Client,

First and foremost, Spatial Data Logic is thrilled to have you as a client. We take a great deal of pride in building and maintaining an easy-to-use software solution, in addition to providing the highest level of support for our products.

As a company, we also keep a close eye on legislation, trends, feature requests and emerging technologies to ensure our software solutions are meeting the needs of our clients and the communities they serve. For instance, some of the new and innovative features that users can look forward to including:

- Offering our Online Plan Review at NO COST for our hosted customers or for a low per-user fee for clients that are not on SDL Hosting
- Expanding our online plan review solution to accommodate land use and engineering reviews.
- Adding lead-specific fields and forms to address new lead-safe certification requirements.
- Adding a business registration form to comply with new legislation.
- Integrating SDL Forms with SDL Mobile
- Adding a redaction tool for OPRA requests

Annual Notice of Rates and Services for 2024

For all of our customers, the SDL Enterprise License is an annual price subscription, but can also be prepaid in advance to lock in your rate for multiple years. The subscription includes the licensing costs for SDL Desktop, SDL Portal, SDL Mobile, SDL Sites and SDL Citizen, in addition to ongoing technical support. Pricing is either based on the number of computers where the desktop software is installed or based on a "Named User". A "Named User" license is required for our SDL Hosting Environment as well as to utilize SDL Online, Online Plan Review, Remote Inspections, and other adjunct SDL Online features.

In addition to our rates, we have also included an overview of our available platforms, department modules, clients' resources and newer features that your municipality may want to consider.

Please note:

- 1) Technical support is only available to users that have been trained on the software by an authorized SDL trainer or have attended SDL Training courses for the module they require support on.
- 2) We will invoice you the month before the renewal date and payment needs to be made within 30 days. If you renew through a third-party reseller (like SHI or Dell), it is your responsibility to secure a quote through them and put a PO in place prior to the renewal date.
- 3) We request that all purchasing agents send us your Pay to Play documents as well as any other purchasing documents at the beginning of the year or at least 3 months prior to the renewal date.
- 4) SDL will provide support from the date of renewal for each seat of software for a full calendar year of that date. We will not prorate or change the amount billed unless we are notified 90 days in advance of the renewal date, per our software license agreement.
- 5) Any services or requests outside of these services shall be deemed additional services and billed according to our standard rate schedules.

Should you have any questions or require additional information, please feel free to contact us via telephone at (732) 357-1280 or email at success@SpatialDataLogic.com.

SDL'S SOFTWARE PLATFORMS

Your Enterprise License includes access to all of our software platforms



SDL | DESKTOP

A powerful desktop application that streamlines and automates department processes



SDL | MOBILE

Allows staff to access information and complete tasks in the field such as inspections and service requests using their smartphone/tablet



SDL | ONLINE

Our cloud-based solution that includes innovative tools to help clients complete tasks and access information from their web browser



SDL | PORTAL

A web-based portal where the public can search for property information, apply for permits, report issues & more



SDL | CITIZEN

A free mobile app that provides another convenient way for residents to access information & submit requests



SDL | SITES

Our municipal sites integrate with the SDL Portal to deliver a unique web experience with online services and personalized content

SDL'S DEPARTMENT MODULES

Your Enterprise License includes access to all of our department modules and workflows.



Manager



Construction



Land Use



Engineering



Tax Assessor



Clerk/Licensing



Public Works



Fire Prevention



Code Enforcement



Health



Police



Pet Licensing



Water & Sewer

OUR SERVICES



Data Integration

SDL provides import and conversion services to help ensure a successful transition. While we have experience converting data from many other software providers, there are certain circumstances where we need to review the database structure and number of records to finalize pricing for the data import.



Installation

SDL offers a variety of installation services and will work with your municipality to identify what assistance is needed.



Training

SDL hosts training sessions to ensure that our clients have the knowledge and tools they need to take full advantage of our municipal management software. For every license that is part of your SDL Enterprise agreement, your municipality will receive one complimentary training credit to be applied towards remote/virtual training sessions that we host regularly. Departmental training can be hosted onsite or virtually. Onsite training is conducted over one full day whereas virtual training can be conducted over one full day or spread across two half days.



Technical Support

SDL continuously strives to provide customers with exceptional support. We have a team of dedicated Technical Support Specialists available to assist you Monday - Friday, 8 am - 5 pm EST. Our support team is available by phone and through our support ticketing systems. Our team is available to connect with you remotely to assist and troubleshoot issues in real time.



Help Center

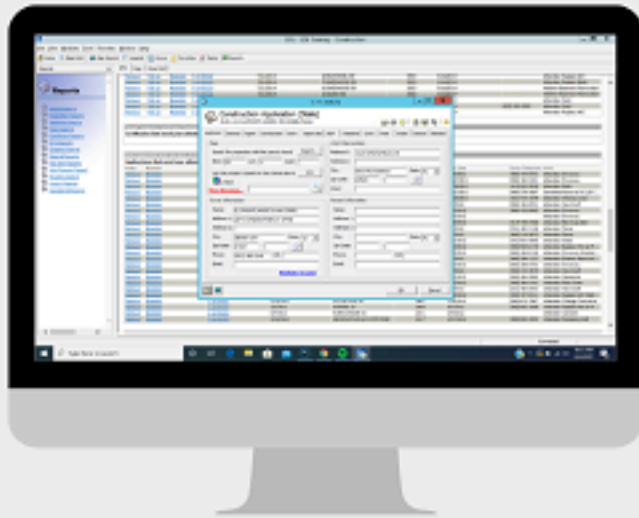
The SDL Help Center offers a 24/7 online resource where clients can access quick how-to guides, watch on-demand webinars, vote for their favorite client feature requests and more.



Additional Services

Additional services may be required during the course of the project that are beyond the scope of work outlined above and in our proposal. These services will be provided upon request.

HAVE YOU CONSIDERED SDL HOSTING?



SDL | HOSTING

SDL Hosting enables towns to move the SDL Desktop into SDL's managed Google Cloud environment, eliminating the need to have and maintain a local server.

WHY UPGRADE?

Our hosting services will be a key part of your transition to the cloud.

- ✓ Access the SDL Desktop from anywhere
- ✓ Eliminate the need for in-house servers
- ✓ Ensures staff is using the most current version of the software
- ✓ Addresses cybersecurity concerns
- ✓ Server maintenance, security patches, backups & updates are included
- ✓ Will be needed to unlock full potential of SDL Online
- ✓ **New!** Named users will have free access to SDL's Online Plan Review

Please be aware that the cost of the hosting services is in addition to your current licensing.

DID YOU KNOW ABOUT THESE FEATURES?

Online Plan Review



SDL's Online Plan Review provides a structured workflow to accept, review, markup and approve building plans digitally.

- Collaborate & review simultaneously
- Change detection feature
- Homeowners and professionals can apply for permits, upload plans, request inspections and check the status online
- Free for SDL Hosting clients or \$250 per user for on-prem clients

SDL Forms



SDL Forms is our unlimited, digital form builder. Use SDL Forms to replace your paper forms or create entirely new online services.

- Intuitive, drag-and-drop editor
- Custom workflow to include prior approvals and notifications
- Advanced features: Location scheduling, digital signatures, HIPAA-level document uploads and identity verification

Lead Certificates & Inspections



In response to new legislation, we've added lead-specific forms, fields, reports and data grids to our Code Enforcement module. These additions will help towns keep track of their exempt/non-exempt properties and manage any lead-specific inspections and certificates.

Business Insurance Registration Form



We created a registration form that our clients can use to collect and track insurance certificates for businesses and multifamily rental units. Towns can adjust this form as needed and add the form to their municipal website and SDL Portal.

Municipal Websites



SDL's websites integrate with our software and citizen portal, transforming your website into a two-way communication tool. Visitors with a portal account can:

- See personalized notifications
- Complete and submit digital forms through the website
- Check the status of requests
- Search for property/permit information
- View custom street cleaning days, garbage days, etc...
- Report 311 issues

Product	Description	Quantity	Price
Enterprise Licensing		10	\$18,400
		Subtotal:	\$18,400
Total Initial Investment:			\$18,400

Note: Renewals are due in advance of the renewal. For third party resellers, PO should be processed and emailed 30-60 days in advance of the renewal. An orders proceed by third party resellers that are 60 days past due will be rejected and paid direct to SDL

PROPOSAL NOTES & CONDITIONS

2024 New Jersey SDL Rate Card:

Please reference attachments for full rate card and price breakout. Additional years will follow the prevailing rate card.

Adjustments and Payment Timeframe:

Per our agreement, you will need to notify us at least 90 days in advance of the renewal month of any changes to the agreement. Payment is due within thirty days of the renewal month or in advance, as such when using third party renewals, you will need to have issued the PO to them at least 30 days prior to the renewal for SHI and at least 90 days prior for Dell

Updated Hardware and Software:

Unless otherwise described in this proposal, SDL is not providing any hardware or software upgrades of the SDL Software description above. In the case of outdated supported software, such as Windows Operating Systems and SQL Server versions, the town is responsibly for these changes prior to the beginning of the renewal year.

- Internet Access - If a hosted solution is chosen internet access is a requirement
- Client Computers - The software requires the current Microsoft supported Windows operating system on computers in order for the software to be installed.
- iOS or Android devices for use with the SDL Mobile App. Devices are required to have data plans for real-time syncing.

Terms and Conditions:

- The prices quoted herein will be valid for a period of of the renewal year. Please contact SDL at (732) 357-1280 for a new quote if your proposal should you require any changes or modifications at least 90 days in advance of the renewal
- **All outstanding invoices beyond sixty (60) days will accrue interest at the rate of 1% per month.**
- All payments will follow Spatial Data Logic's standard billing terms unless otherwise negotiated and agreed upon prior to the submission of a PO or contract.

PROPOSAL SIGN-OFF

The above proposal outlines the scope of work and services that will be provided by Spatial Data Logic. In order to move forward, Spatial Data Logic will need a signed License Agreement and purchase order.

To begin this process, please sign off on the proposal and provide the following information.

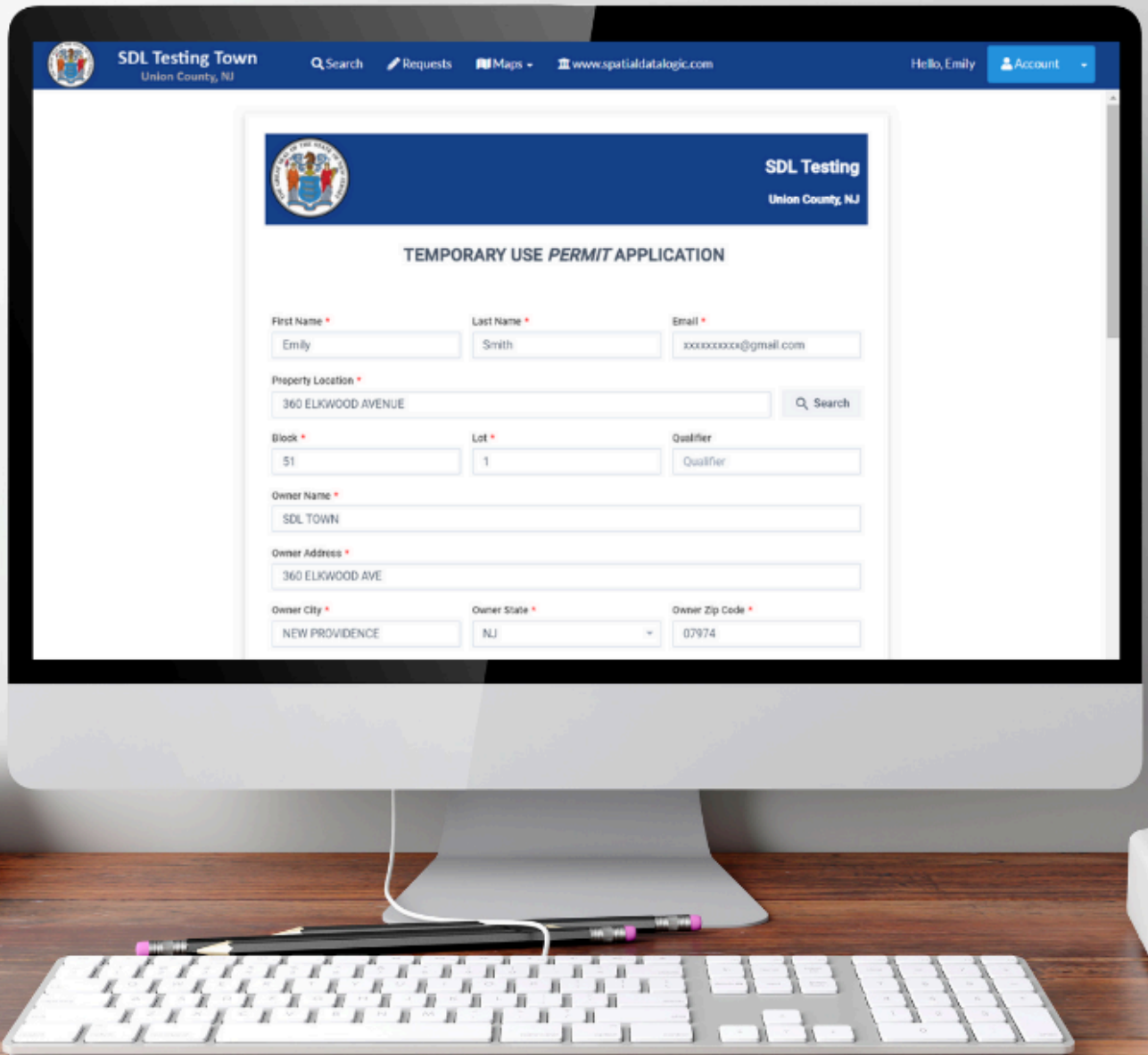
I have reviewed the proposal and agree that the attached quote meets the needs of my request.

I confirm that I am authorized to sign on behalf of Oceanport

Purchase Order:

Purchase Order will be issued directly to Spatial Data Logic

or Spatial Data Logic will work through a third-party to purchase on state contract



SDL Testing Town
Union County, NJ

Search Requests Maps www.spatialdatalogic.com Hello, Emily Account

SDL Testing
Union County, NJ

TEMPORARY USE PERMIT APPLICATION

First Name * Emily Last Name * Smith Email * xxxxxxxx@gmail.com

Property Location * 360 ELKWOOD AVENUE Search

Block * S1 Lot * 1 Qualifier Qualifier

Owner Name * SDL TOWN

Owner Address * 360 ELKWOOD AVE

Owner City * NEW PROVIDENCE Owner State * NJ Owner Zip Code * 07974

2024 New Jersey Rate Card

Item	Description	Cost Breakdown
Enterprise License	1-4 Computers or Users	\$2,100 per license
	5-9 Computers or Users	\$1,920 per License
	10-24 Computers or Users	\$1,840 per License
	25-49 Computers or Users	\$1,564 per License
	50-99 Computers or Users	\$1,084 per License
	100-299 Computers or Users	\$665 per License
	300 + Computers or Users	\$642 per License
	Portal Charge For Single Or Additional Towns Per Year	\$1,130/Year
Data Integration	Department Import From Known Vendor Database	\$3,500
	Department Import From Unknown Vendor Database	\$4,600
	Module Activation Fee (No Import)	\$500
Installation (Price for initial install)	Single Computer	\$1,200
	Small Town (10 Computers)	\$2,800
	Medium Town (25 Computers)	\$4,600
	Large Town (50 Computers)	\$7,000
	City/County (100 Computers)	\$9,300
	Price For Additional Installs (Per Computer)	\$600
Training	Full-Day Onsite Training (7 Hours)	\$2,700
	Virtual Training (2 half-day sessions)	\$1,400
	SDL Training Center Course	1 Course - \$300
		5 Courses - \$1,500
		10 Courses - \$2,900
		25 Courses - \$5,800
		50 Courses - \$8,700
SDL Hosting (Includes hosting, client access, SQL License and backup)	Single User	\$3,300/Year \$290/Month
	Workgroup (5 Users)	\$4,400/Year \$440/Month
	Small Town (10 Users)	\$8,500/Year \$650/Month
	Medium Town (25 Users)	\$15,800/Year \$1,600/Month
	Medium/Large Town (50 Users)	\$26,200/Year \$2,600/Month
	Large Town (100 Users)	\$48,200/Year \$4,900/Month
	City/County (300 Users)	\$130,700/Year \$13,100/Month
	Additional Towns (Under 10 Users)	\$2,270/Year \$230/Month
	Additional Towns (Over 10 Users)	\$5,290/Year \$530/Month
SDL Sites (Purchased as part of license)	Hosting - Single Site	N/C
	Hosting - Additional Site	\$580/Year
	Website Initial Set Up - Onetime	\$3,500
	Page Design Blocks (Per Page)	\$290/Page
	Website Document Migration (500 pages /posts)	\$2,920
	Content Migration (Per Page)	\$290/Page
SDL Online Plan Review	For SDL Hosting Customers	\$0
	For Non-SDL Hosting Customers - Per User	\$500
SDL Schedule of Hourly Rates (Hourly rates include direct salary, overhead and profit. All out-of-pocket expenses are invoices at cost + 10%. Mileage from our office is invoiced at the	Senior Project Manager	\$320
	Project Manager	\$270
	Programmer	\$270
	Training Technician	\$220
	Website Manager/Tech	\$160
	GIS Specialist	\$220
	Computer/Network Technician	\$160

ON-PREMISE HOSTING

Server and Client Hardware Specifications for SDL Software (2024)

SDL | DESKTOP

Server:

Recommended Server Configuration for 1-10 Users (New Purchase)

- Eight Cores or higher CPU, 8 GB Base Memory or greater
- Window 2022 (64 bit) Server with IIS installed
- 1 TB, RAID 5/10, 10000+ rpm or equivalent
- Backup Solution
- Non-domain controller

Recommended Server Configuration for 10 and greater Users (New Purchase)

- 16 Cores, Xeon Preferred, 32 GB Base Memory or greater.
- Non-domain controller
- Windows 2022 (64 bit) Server with IIS installed
- Microsoft SQL Server 2022 (64 bit) - Standard or higher
- 1 TB, Raid 5/10, 10000+ rpm or SAN equivalent
- Backup solution (off-site)

Recommended Network Configuration for 2 or more users

- 1000 Base T Network or greater
- 1000 Base T Switches or greater
- Windows Domain/Active Directory recommended
- Internet Connection with 25 ~~Mbs~~ / 25 ~~Mbs~~ minimum

Note: For Thin Client/Windows Terminal Server and all virtualized servers, please call for specifications. If you have an existing file server that you are considering using, please provide the specifications to SDL for evaluation. **REQUIRES USER BASED LICENSE**

Desktop:

Minimum Client Configuration

2.0 GHz Processor 4 core or greater, 8 GB RAM

Windows 10 or above

.Net Run-time 3.5 or greater

Recommended Client Configuration (New Purchase)

2 GHz (or higher), 4x core +, 16 GB RAM (or higher)

Windows 10 or above

.Net Run-time, 3.5 or greater



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SPATIAL DATA LOGIC, LLC

Trade Name:

Address: 285 DAVIDSON AVE STE 302
SOMERSET, NJ 08873

Certificate Number: 2805577

Effective Date: December 29, 2022

Date of Issuance: January 09, 2023

For Office Use Only:

20230109145438267

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 10964

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2020 to 15-MAY-2027.

SPATIAL DATA LOGIC, INC.
285 DAVIDSON AVE., SUITE 302
SOMERSET NJ 08873



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

COMPLIANCE DOCUMENTS

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Spatial Data Logic LLC		
2 Business name/disregarded entity name, if different from above Spatial Data Logic Inc.		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____ ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. 285 Davidson Ave, Suite 302 6 City, state, and ZIP code Somerset, NJ 08873		Requester's name and address (optional)
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
[]	[]	[]	[]						
or									
Employer identification number									
5	2	-	2	1	3	7	0	5	9

Part II Certification
 Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 6/17/2022
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General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X
Form **W-9** (Rev. 10-2018)

**BOROUGH OF OCEANPORT****MAYOR & COUNCIL****MINUTES • FEBRUARY 1, 2024****Workshop****Clement V. Sommers Municipal Building****7:00 PM****910 Oceanport Way, Oceanport, NJ 07757**

- I. **Meeting Called to Order:** Mayor Tvrdik called the meeting to order at 7:00 PM
- II. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2023 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.
- III. **Flag Salute, Statement to the Public:** Mayor Tvrdik led attendees and members of the Council in the flag salute.

IV. **Roll Call:**

Attendee Name	Title	Status
Thomas Tvrdik	Mayor	Present
William Deerin	Councilman	Present
Richard Gallo	Councilman	Present
Bryan Keeshen	Councilman	Remote
Michael O'Brien	Councilman	Present
Keith Salnick	Councilman	Absent
Patty Cooper	Councilwoman	Present
Jeanne Smith	Borough Clerk	Present
Andrew Bayer	Borough Attorney	Present
Donna M. Phelps	Administrator	Present
Catherine D. LaPorta	Chief Financial Officer	Present

V. **PUBLIC HEARING - Green Acres Funding Application for Jake's Law All-Inclusive Playground:**

Mayor Tvrdik opened the Public Hearing on the Green Acres Funding application. Ms. Smith stated that the hearing had been published in the Two River Times on January 25, 2024 and posted in accordance with law.

Ms. Phelps described the project for an all-inclusive playground under a Green Acres Grant program called Jake's Law which would replace the existing playground at Blackberry Bay Park. Case law was passed in 2018 that encourages municipalities to build inclusive playgrounds that are designed with standards that generally exceeds those required by the Americans with Disabilities Act (ADA) and results in accommodating people with disabilities to the greatest degree feasible. The playground funding is provided through the Green Acres program, and provides funding for 75% matching grants for completely inclusive playgrounds. The Borough proposes submitting an application for \$450,000, which includes the demolition and disposition of the existing playground, wood mulch and wood borders, the new playground equipment installation and demolition and disposition of the existing fence and installation of a new ornamental fence and safety surface. If the award is granted, the Borough's costs would be \$112,500. Photos of the proposed equipment were displayed. This plan would replace what's currently at Blackberry Bay Park right now.

Councilman O'Brien commented on a personal level, this was exactly what we want in town.

PUBLIC:

Ms. Phelps read letter of support submitted by resident Mark Patterson:

Dear Mayor and Governing Body,

I'm writing as a resident of the borough of Oceanport and President of the Oceanport Board of Education—however my opinions are my own and I am not speaking on behalf of the board. My intent was to come to this meeting in person, but family commitments prevented me from doing so.

I am in support of the Borough's application to fund the construction of an all-inclusive playground at Blackberry Bay Park. It is crucial for our community to invest in recreation that meets the needs of ALL children with ALL abilities. I'm impressed but not surprised of the borough's acknowledgement of the need for such amenities. It is an important initiative that the schools have been pursuing in facilitating the execution of the referendum. Our facilities must be accessible and accommodating. It is comforting to know the borough's vision is in line with the school district. Together we can cultivate an environment of belonging.

An All-inclusive playground would mean a lot to the families and children of Oceanport. It would serve as a welcome to those who may often be shut out. Every child should be entitled to every opportunity in life and a chance to enjoy being a kid. The construction of this playground will play a small part in making this possible.

*With humble gratitude and continued partnership all the best,
Mark Patterson*

As there was no one else from the public, Mayor Tvrdik closed the Public Hearing on the application on a motion by Councilman O'Brien, seconded by Councilman Gallo and approved by Council.

VI. **Public Comment on Action Items:** Mayor Tvrdik opened the meeting to comments from the public on agenda action items. As no one from the public appeared, that portion of the meeting was closed.

VII. **Action Items:**

#2024-54 Resolution authorizing payment of BILL LIST 02-01-2024

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael O'Brien, Councilman
SECONDER: Patty Cooper, Councilwoman
AYES: Deerin, Gallo, Keeshen, O'Brien, Cooper
ABSENT: Salnick

#2024-55 Resolution appointing 2024 Borough Council Committees

RESULT: ADOPTED [UNANIMOUS]
MOVER: Richard Gallo, Councilman
SECONDER: Michael O'Brien, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Cooper
ABSENT: Salnick

#2024-56 Resolution appointing Class III Member to the Planning Board

RESULT: ADOPTED [UNANIMOUS]
MOVER: William Deerin, Councilman
SECONDER: Michael O'Brien, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Cooper
ABSENT: Salnick

#2024-57 Resolution authorizing Green Acres grant application for BBB playground project

RESULT: ADOPTED AS AMENDED [UNANIMOUS]
MOVER: Michael O'Brien, Councilman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Cooper
ABSENT: Salnick

#2024-59 Resolution appointing a Technical Assistant to the Construction Official - *Added on Late*

RESULT: ADOPTED [UNANIMOUS]
MOVER: Richard Gallo, Councilman
SECONDER: Patty Cooper, Councilwoman
AYES: Deerin, Gallo, Keeshen, O'Brien, Cooper
ABSENT: Salnick

VIII. **Clerk's Report:** Ms. Smith advised of recent federal legislation mandated by the IRS that impacted the Borough's health insurance base plan that requires deductibles to be increased for the HDHP plan to be qualified plan under IRS regulations. After reviewing with the Administrator, CFO, Finance Chair and Borough Attorney, the change would require an amended health insurance plan with the CJHIF, a resolution authorizing the increase in the deductible contribution, amend the PBA Contract only to address the specific amounts, impacts budget by approximately \$5,500 which the CFO has confirmed funds are available. As there were no questions or objections, necessary documents would be prepared for the next meeting.

Minutes:

1. Mayor & Council - Workshop - Dec 14, 2023 7:00 PM - *to be provided*
2. Mayor & Council - Regular Meeting - Dec 14, 2023 7:30 PM - *to be provided*
3. Mayor & Council - Reorganization Meeting - Jan 4, 2024 7:00 PM
4. Mayor & Council - Workshop - Jan 18, 2024 7:00 PM - *to be provided*
5. Mayor & Council - Regular Meeting - Jan 18, 2024 7:30 PM - *to be provided*
6. Mayor & Council - Workshop - Jul 20, 2023 7:00 PM - *to be provided*
7. Mayor & Council - Workshop - Jun 15, 2023 7:00 PM - *to be provided*
8. Mayor & Council - Regular Meeting - May 18, 2023 7:00 PM - *to be provided*
9. Mayor & Council - Regular Meeting - Apr 20, 2023 7:00 PM - *to be provided*
10. Mayor & Council - Workshop - Apr 6, 2023 7:00 PM - *to be provided*
11. Mayor & Council - Regular Meeting - Feb 16, 2023 7:00 PM - *to be provided*
12. Mayor & Council - Workshop - Feb 2, 2023 7:00 PM - *to be provided*

New Business:

13. Resolution authorizing an emergency temporary appropriation – *reviewed and moved forward*
14. Resolution awarding contract for engineering services for FMERA MOU for Stormwater Infrastructure – *reviewed and moved forward*
15. Resolution approving certified LOSAP lists for 2023 – *reviewed and moved forward*
16. Resolution accepting the Tax Collector's Annual Report for 2023 – *reviewed and moved forward*
17. Resolution appointing Acacia Financial Group as Financial Advisor for 2024 – *reviewed and moved forward*
18. Resolution approving First Aid Membership - Crochet, Rebekah – *reviewed and moved forward*
19. Resolution authorizing letter to NJDOT for Monmouth Park heliport – *reviewed and moved forward*
20. Resolution authorizing aerial mosquito control operations 2024 – *reviewed and moved forward*
21. Resolution for Reduction in Guarantees for MPCC, II for Crescent Place Parking - *Added* – *reviewed and moved forward*
22. Renewal of Cleaning Contract for 2024 – *reviewed, obtaining proposal, moved forward to next meeting*
23. Discussion: Ordinance to create facility "Veteran's Field" – Mayor Tvrđik discussed the proposed plan to dedicate the space south of the municipal building and next to the Community Garden as "Veteran's Park" which would be done by ordinance and make available for future field use(s) with no objections by Council.
24. Ordinance Accepting Dedication of Carty Ave from FMERA – *reviewed, moved to regular meeting for introduction*
25. Discussion: Proposed increases to development application fees and update application checklists – Ms. Smith reported on the reduction in development fees since the new ordinance adoption and will be preparing proposed increases and an ordinance amendment to act on same as well as amend the development checklists based on recommendations from the Planning Board.

- IX. Administrator's Report:** Ms. Phelps provided updates on the status of various grants and projects including: Trinity Park, awarded \$74,000, consists of construction to remove existing pavement at basketball court and tennis court, topsoil those areas, add additional parking for a cost of \$130,000, also considered is adding an outdoor gym facility or walking trail, decrease of the overall project previously proposed at \$300,000 and reduces the overall cost down to about \$200,000, does require a change of scope to the State for approval. There was discussion on the change in the scope, which removed redoing the basketball court and creating new parking areas where the old court was. would be used, what the changes were to accommodate the areas available in the park. After discussion, Council was agreeable to move forward with the scope change; Assistance to Fire Fighter Grant application – plan to submit again this year for the pumper requested last year; Spotted Lantern Fly grant has been reimbursed and the work was performed at Maria Gatta Park; the school's are seeking to submit a grant to create a grass amphitheater behind Maple Place for outdoor activities and ceremonies and would require a letter of support from the Mayor – there were no objections from Council; considering this year's local recreation improvement grant for potential filling of pool site. Ms. Phelps also advised receipt of franchise fees from both Verizon and Comcast, she will also be meeting with Comcast representatives along with the Mayor to discuss and finalize the Comcast Franchisee Renewal Ordinance; both NJ American Water and NJ Natural Gas have filed for rate increases with the Board of Public Utilities. Ms. Phelps next led discussion for this school year's transportation agreement received from Shore Regional for bussing, reviewed costs for previous years and the increases for each and this year there's another increase however a large reduction in the number of students being transported has dropped from 148 student to 53 students at a cost of \$40,601 so each year amount goes up even though less students being served and likely lesser number of buses. Ms. Phelps also advised of an opportunity to showcase the town for featuring on the NJ League of Conferences a photo featuring municipality on their cover page which there were no objections.

- X. **Mayor's Report:** Mayor Tvrdik stated for the record the following appointments to the Planning Board due to the vacancy created by Councilwoman Cooper's appointment as the Council Liaison:

Kevin Calver	Class IV	Unexpired 4yr Term ending 12/31/2027
David Gruskos	Alternate I	Unexpired 2yr Term ending 12/31/2024

Mayor Tvrdik next discussed a request for a Letter of Support from JCP&L regarding the large infrastructure investment being proposed which includes the installation of a new substation across from Veteran's Field at Borough Hall – which will be coming in to the Planning Board for Site Plan approval in the near future. Mayor Tvrdik would like to support the initiative with no objections from Council. Mayor Tvrdik also advised of upcoming construction that will close Sommers Park for 2 years while Two Rivers Water Reclamation Authority begins the sewer main work across Pleasure Bay. The site had security fencing installed this week. A Pre-construction meeting is set up for next week to discuss how to make the site more attractive, benches, flagpole and monuments have been removed and are being stored in DPW yard, the site will be lighted for security purposes. There will also be an on-site trailer, soil stockpile which is likely why the black barriers are there per Freehold Soils requirements. There will be no interruption of utility services, they are providing their own. The work entails excavating a 40' diameter shaft, 90' deep and diverting the existing 48" sewer pipe in a new 54" pipe that would be tunneled under the river from Monmouth Beach. Construction is anticipated to begin Monday to Friday, 7:00 AM to 3:30 PM. They are aware that they need to request permission from Council for the earlier start time which has been submitted. There are two trees, one which was dedicated, unfortunately will have to be removed but the park is to be restored to original conditions which will be discussed further in the preconstruction meeting. Mayor Tvrdik reported that he attended along with Councilmen Deerin and O'Brien and Fire Marshal Griffin a lunch and learn at 274 E. Main Street with the seniors about fire safety, what to do if the hallways is filled with smoke or kitchen has a fire. They also had a fun night out with the seniors to a Shore Regional girls basketball game. He congratulated the girls team for their championship win. Lastly, he reported of an opportunity for the Shore Little League to attend a special event at Baseline Social for Aaron Boone, NY Yankees manager where they participated on stage while Mayor Tvrdik read a proclamation declaring Aaron Boone Day.

- XI. **Public Comment:** Mayor Tvrdik opened the meeting to Public Comments.

Rosanne Letson, 50 Deer Path Court, Tinton Falls, asked questions about the sewer project and noted that a previous project there had been fossils found and suggested reaching out to Rutgers to sift through the stockpiled material. Mayor Tvrdik also advised that they had addressed her last meeting inquiry about updating sign conditions which Councilman O'Brien advised he had reached out to the resident who did the Old Wharf Park sign and he was excited to do the work. Ms. Letson also suggested reaching out to any high school students that might need community service time to assist.

As no one else from the public appeared, that portion of the meeting was closed.

- XII. **Adjourn to Executive Session:** As the full Council was not present, this matter was tabled for the 2/15/2024 meeting.

#2024-58 Resolution authorizing an Executive Session, February 1, 2024

X N.J.S.A. 10:4-12(b)(5)

*Matters Relating to the Purchase, Lease or Acquisition of Real Property
- Potential Open Space Acquisition*

RESULT:	TABLED [UNANIMOUS]
MOVER:	Michael O'Brien, Councilman
SECONDER:	William Deerin, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Cooper
ABSENT:	Salnick

Next: 2/15/2024 7:00 PM

- XIII. **Return from Executive Session:** N/A

- XIV. **Adjournment:** As there was no further business, the meeting was adjourned at 7:48 PM on a motion by Councilman O'Brien, seconded by Councilman Gallo and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION, MARCH 7, 2024**

**Resolution #2024-91
03/7/24**

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

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

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

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

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

- 1.) The Mayor & Council shall hold a closed meeting from which the public shall be excluded on **March 7, 2024**.
- 2.) The general nature of the subjects to be discussed at said closed meeting shall be related to

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

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

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