BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA ● FEBRUARY 20, 2020

Regular Meeting | **Maple Place School** | **7:00 PM**

2 Maple Place, Oceanport, NJ 07757

I. Call to Order

II. Statement of Compliance with Open Public Meetings Act: *This meeting complies with the Open Public Meetings Act by notification on January 6, 2020 this location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.*

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

III. Flag Salute

IV. Invocation

V. Roll Call

VI. GUEST: FMERA Staff Monthly Update

VII. Administrators Report

VIII. Clerk's Report

IX. Consent Agenda

#2020-61	1.	Resolution authorizing payment of BILL LIST 02-20-2020
#2020-62	2.	Resolution approving certified LOSAP lists for 2019
#2020-63	3.	Resolution authorizing Tax Sale Redemption #19-00009
#2020-64	4.	Resolution authorizing carry over of paid leave for department heads
#2020-65	5.	Resolution appointments to Boards & Committees, Water Watch
#2020-66	6.	Resolution authorizing aerial mosquito control operations 2020
#2020-67	7.	Resolution partnering with Monmouth County for DCA Challenge Grant CRS
#2020-68	8.	Resolution renewing Shared Services for Dispatch with Monmouth County
#2020-69	9.	Resolution approving Special Event Permit for 2020 NJ Marathon
#2020-70	10.	Resolution authorizing a Developer's Agreement for 282 E. Main Street Site
#2020-71	11.	Resolution authorizing a Developer's Agreement for the 222 Monmouth Blvd Property
#2020-72	12.	Resolution commemorating 100th Anniversary of 19th Amendment
#2020-73	13.	Resolution authorizing letter to NJDOT for Monmouth Park heliport

14. Receipt & Acceptance of Minutes, Historical Committee, Dec. 12, 2019

15. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Aug. 12, 2019
16. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Sept. 9, 2019
17. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Oct. 9, 2019
18. Receipt & Acceptance of Minutes, Environmental Advisory Committee, Nov. 11, 2019
19. Receipt & Acceptance of PAP Fire Captain's 2019 Year End & Monthly Reports, Sept.-Dec. 2019
20. Receipt & Acceptance, First Aid Captain's Year End & Monthly Reports, Jan. - Dec. 2019
21. Approval of First Aid Membership Application, Alexandra Dunn

X. Minutes

1. Workshop Minutes, January 16, 2020
2. Regular Meeting Minutes, January 16, 2020
3. Approval of Executive Session Minutes, Jan. 16, 2020

XI. Resolutions

#2020-74 Resolution awarding Contract to Maser for Main St Phase 2 & CR11/Oceanport Ave
#2020-75 Resolution approving an extension of Agreement for Use of Shrewsbury's Courtroom
#2020-76 Resolution designating authority for change orders to the Benjamin Harvey contract
#2020-77 Resolution authorizing agreement with Eatontown for Fire Prevention Services
#2020-78 Resolution authorizing Contract for Cleaning Services for 2020
#2020-79 Resolution authorizing settlement with Wild Heart Industries
#2020-80 Resolution awarding contract for Main St Phase 2 & CR11 Intersection
#2020-81 Resolution endorsing the 2019 3rd Round Housing Plan and Fair Share Plan
#2020-82 Resolution adopting a Spending Plan for Development Fees
#2020-83 Resolution adopting an Affirmative Marketing Plan
#2020-84 Resolution of Intent to Fund Affordable Housing Obligations
#2020-85 Resolution appointing a Municipal Housing Liaison

XII. First Reading Ordinances

Introduction of An Ordinance for Hazardous Substance Cleanups

XIII. Second Reading Ordinances

#1015 2nd Reading and PUBLIC HEARING of Ordinance Amending Chapter 103 - Volunteer Incentives
#1016 2nd Reading and PUBLIC HEARING of Ordinance Providing for Title 39 Traffic Regulations for Liberty Walk Development
#1017 2nd Reading and PUBLIC HEARING of Amendment to Zoning Ordinance Replacing the VC-AH Overlay
#1018 2nd Reading and PUBLIC HEARING of Amendment to Zoning Ordinance Replacing the MPAR-AH Overlay
#1019 2nd Reading and PUBLIC HEARING of Ordinance Repealing and Replacing Chapter 108 "Affordable Housing"
#1020 2nd Reading and PUBLIC HEARING of An Ordinance Repealing and Replacing Chapter 390 Article X "Development Fees"

XIV. Committee Reports

1. Councilman Deerin, Parks and Recreation
2. Councilman Gallo, Public Works and Engineering
3. Councilman Keeshen, Public Safety

4. Councilman O'Brien, Finance and Administration
5. Councilman Tvrdik, Planning and Development Liaison
6. Councilwoman Walker, Health and Human Services Liaison

XV. Mayor Coffey's Report

XVI. Petitions from the public

XVII. Executive Session

#2020-86 Resolution authorizing an Executive Session

Litigation, Negotiations and the Attorney Client Privilege N.J.S.A. 10:4-12(b)(7) and
Borough of Oceanport vs. Salnick, Keith

XVIII. Adjournment

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR
FEBRUARY 20, 2020

Resolution #2020-61
02/20/20

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of February 20, 2020.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list dated February 20, 2020 totaling $766,617.56.

CERTIFICATION OF FUNDS

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

Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-61 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

BOROUGH OF OCEANPORT
BILL LIST

20-Feb-20

PAYEE	AMOUNT	
PAYROLL ACCOUNT	$111,109.96	3RD PAY
DCRP	$161.23	
CAPITAL TRUST TOTAL	$576,735.07	
DOG REGISTRY TOTAL	$668.00	
OPEN SPACE TRUST TOTAL	$0.00	
SUI	$0.00	
UCC TRUST	$327.71	
TRUST OTHER TOTAL	$2,091.43	
ESCROW TRUST TOTAL	$1,698.95	
2019 VOUCHERS PAID THIS MEETING	$13,876.85	
2020 VOUCHERS PAID THIS MEETING	$59,948.36	
TOTAL	**$766,617.56**	

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

Donna M. Phelps

List of Bills - (All Funds)

Vendor	Description		Payment	Check Total
	Current Fund			
1532 - **A & K EQUIPMENT**	PO 5180	SNOW PLOW PARTS	282.60	**282.60**
1009 - **ADP, INC**	PO 5219	DEC 2019 & JAN 2020 PAYROLL SERVICES	327.50	**327.50**
1658 - **AMAZON CAPITAL SERVICES, INC**	PO 5248	PELICAN CASES	95.70	**95.70**
1017 - **AMERICAN WEAR, INC**	PO 5191	UNIFORMS JAN 2020	258.00	
	PO 5130	NAVY CAPS	35.00	**293.00**
1116 - **ASBURY PARK PRESS**	PO 5128	Legal Notices	65.60	
	PO 5171	Legal Notices	57.95	
	PO 5165	Legal Notices	143.00	
	PO 5188	Legal Notices	139.40	**405.95**
1033 - **BOB'S UNIFORM SHOP, INC**	PO 5140	Gloves & mourning bands	204.00	
	PO 5135	uniform Purchase Tucci	121.95	**325.95**
1034 - **BORO PRINTING, INC**	PO 5187	WINDOWED EVELOPES	155.00	
	PO 5185	LETTERHEAD PAPER	257.50	**412.50**
1050 - **CERTIFIED SPEEDOMETER, INC**	PO 5174	VEHICLES CALIBRATED - #4, #5, #6, #7, #1	192.50	**192.50**
1054 - **CITY OF LONG BRANCH**	PO 5110	GASOLINE & DIESEL - DEC 2019	4,702.96	**4,702.96**
1705 - **CITY OF LONG BRANCH**	PO 5138	Central Monmouth Active Shooter Partners	1,000.00	**1,000.00**
1058 - **COMCAST * DPW**	PO 5236	DPW INTERNET/PHONE - 02/08-03/07/2020	254.43	**254.43**
1069 - **CRYSTAL SPRINGS**	PO 5250	WATER SERVICE - JAN 2020	152.91	**152.91**
1089 - **EDWARDS TIRE CO, INC**	PO 5142	PURCHASE TIRES FOR LOADER	4,690.84	**4,690.84**
1094 - **ENFORSYS POLICE SYSTEMS, INC**	PO 5218	Annual Maintenance Fee - Legacy System 1	2,400.00	**2,400.00**
1099 - **EUROFINS QC INC**	PO 5125	WATER WATCH COMMITTEE TESTING - DEC 2019	379.00	
	PO 5092	WATER WATCH COMMITTEE TESTING - JAN 2020	422.00	**801.00**
1109 - **FMERA**	PO 5246	282 HILDRETH WATER & ELECTRI 01/01-01/31	988.92	
	PO 5245	BLDG 901 TRAILER ELECTRIC 01/01-2/03/20	197.91	
	PO 5244	BLDG 900 ELECTRIC 01/01-01/31/2020	458.06	
	PO 5243	STREET LIGHTS ROUTE 537 01/01-01/31/202	273.26	**1,918.15**
1122 - **GENERAL CODE PUBLISHERS, INC**	PO 5228	Annual Maintenance - Borough eCode	695.00	**695.00**
1143 - **I.D.M. MEDICAL SUPPLY INC**	PO 5114	OXYGEN REFILL 01/16/2020	41.42	**41.42**
1439 - **INTERNATION ASSOCIATION OF CHIEFS O**	PO 5137	Dues for 2020 Chief Kelly	190.00	**190.00**
1149 - **JAMES A. PALUMBO**	PO 5145	P/Y TAX REFUND RESOLUTION #2019-227	606.13	**606.13**
1153 - **JERSEY CENTRAL POWER & LIGHT**	PO 5220	STREET LIGHTING JCPL #007 - 12/19-01/17/	4,847.58	**4,847.58**
1529 - **JOHN GUIRE CO**	PO 5126	PART FOR CHAINSAW	21.99	**21.99**
1158 - **JOHN'S AUTO & TRUCK REPAIR LLC**	PO 4981	REPAIR FOR TRUCK 120	614.00	
	PO 5134	PREVENTIVE MAINTENANCE & OIL CHANGE FOR	1,509.68	
	PO 5118	REPAIR TO 38-57	120.00	**2,243.68**
1159 - **JOSEPH FAZZIO - WALL LLC**	PO 5104	SAW BLADES FOR TRUCK RAMPS	53.49	**53.49**
1476 - **KING SECURITY**	PO 5158	ALARM MONITORING FOR PAP	348.00	**348.00**
1181 - **LANIGAN ASSOCIATES, INC**	PO 5123	Uniform purchase Perrulli	179.95	**179.95**
1184 - **LAW OFFICE OF ROBERT J. HOLDEN**	PO 5194	PUBLIC DEFENDER OCT - DEC 2019	800.00	**800.00**
1199 - **MCAA OF NJ**	PO 5068	MCAANJ DUES 2020 OCEANPORT/SEA BRIGHT CO	50.00	**50.00**
1686 - **MessageWatcher, LLC**	PO 5227	Email Archiving	50.00	**50.00**
1206 - **MICHAEL KELLY**	PO 5217	2020 International Associatio chiefs of	425.00	**425.00**
1694 - **MICHELE J & LISANN PERRULLI**	PO 5144	P/Y TAX REFUND RESOLUTION #2019-222	3,306.57	**3,306.57**
1210 - **MID-MON MUTUAL AID ASSOCIATION**	PO 5127	FIRE DEPT ANNUAL DUES	235.00	**235.00**
1219 - **MONMOUTH COUNTY POLICE CHIEFS**	PO 5139	Annual Fee for Rapid Deployment Force (R	500.00	**500.00**
1220 - **MONMOUTH COUNTY PUBLIC WORKS**	PO 5108	SALT 01/17/2020	1,399.86	
	PO 5107	BRINE FOR THREE TRUCKS 01/17/2020	371.00	**1,770.86**
1233 - **MONMOUTH MUNICIPAL JUDGES**	PO 5284	ANNUAL DUES FOR MUNICIPALITY FOR 2020	160.00	**160.00**
1480 - **MONMOUTH TRUCK EQUIPMENT**	PO 4982	LIQUID STORAGE TANK	1,795.00	**1,795.00**
1237 - **MUNICIPAL CLERKS ASSOCIATION OF MONMOUTH**	PO 5305	2020 Membership Dues	75.00	**75.00**
1427 - **MUNICIPAL SOFTWARE, INC**	PO 5146	FINANCE SOFTWARE SUPPORT FOR 2020	4,788.00	**4,788.00**
1241 - **NAPA AUTO PARTS (#15456)**	PO 5275	WINDSHIELD WASHER FLUID & HOSE CLAMPS	36.84	
	PO 5267	WATER PUMP FOR TRUCK 120	127.99	**164.83**
1245 - **NJ AMERICAN WATER CO**	PO 5221	HYDTS 12/24-01/24/2020	6,256.00	**6,256.00**
1253 - **NJ STATE ASSOC CHIEFS - POLICE**	PO 5091	2020 State chiefs Dues	275.00	**275.00**
1263 - **OCEANPORT HOOK & LADDER**	PO 4830	COUNTY ELECTION REIMBURSEMENT- 2019	400.00	**400.00**
1279 - **PL CUSTOM BODY & EQUIPMENT INC**	PO 5080	REPAIR UNIT 38-57	440.00	**440.00**
1286 - **PRO JANITORIAL SERVICES, LLC**	PO 5283	JANITORIAL SERVICES JAN 2020	1,735.00	**1,735.00**
1313 - **SAKER SHOPRITE INC**	PO 5061	WATER FOR COOLER	13.98	**13.98**
1316 - **SECURITY WORLD INC**	PO 5156	RADIO MONITORING FOR COURT OFFICE	420.00	**420.00**

List of Bills - (All Funds)

Vendor	Description		Payment	Check Total
1334 - **STAVOLA ASPHALT COMPANY, INC**	PO 5109	ASPHALT	181.50	**181.50**
1337 - **SUBURBAN DISPOSAL**	PO 5287	DISPOSAL FEE & RECYCLING & CONTAINER JA	20,490.93	**20,490.93**
1348 - **THE HOME DEPOT**	PO 5301	SIDE GRINDER, CLAMPS & WRENCH	166.89	
	PO 5300	LADDER	79.97	
	PO 5276	PAINT, PRIMER & SHEET METAL	104.71	
	PO 5263	COLD PATCH	23.60	**375.17**
1682 - **THE PRINTER PLACE**	PO 4892	COURT PRINTING SUPPLIES	192.00	**192.00**
1387 - **VERIZON**	PO 5280	FIRE ALARM - OLD WHARF 02/08-03/07/2020	45.16	**45.16**
1388 - **VERIZON WIRELESS**	PO 5224	POLICE AIR CARDS - 01/27-02/26/2020	367.12	
	PO 5223	FIRST AID AIR CARDS - 01/24-02/23/2020	70.02	**437.14**
1389 - **VERIZON WIRELESS (OEM)**	PO 5235	OEM AIR CARD 02/02-03/01/2020	38.01	**38.01**
1392 - **W.B. MASON CO, INC**	PO 5055	SUPPLIES FOR VARIOUS DEPT.	836.93	**836.93**
1692 - **WATCHUNG SPRING WATER**	PO 5056	WATER SERVICE 01/15/2020	84.90	**84.90**
	Capital Fund			
1630 - **BENJAMIN R HARVEY CO, INC.**	PO 5288	MUNICIPAL CONTRACT - PAYMENT #6	564,792.48	**564,792.48**
1347 - **THE GOLDSTEIN PARTNERSHIP**	PO 5256	ARCHITECTURAL SERVICES JAN 2020	9,422.59	**9,422.59**
1687 - **WIRELESS COMM. & ELECT. INC**	PO 4974	TELEPHONE POLE ENGINEERING STUDY	2,520.00	**2,520.00**
	DOG TRUST FUND			
1445 - **Monmouth County SPCA**	PO 5076	ANIMAL CONTROL - DEC 2019	425.00	**425.00**
1367 - **TREASURER:STATE OF NJ HEALTH**	PO 5257	MONTHLY DOG REPORT 01/20	243.00	**243.00**
	UCC Trust			
1559 - **Verizon Wireless**	PO 5234	UCC AIR CARD 02/02-03/01/2020	138.10	**138.10**
1392 - **W.B. MASON CO, INC**	PO 5055	SUPPLIES FOR VARIOUS DEPT.	189.61	**189.61**
	OTHER TRUST			
1184 - **LAW OFFICE OF ROBERT J. HOLDEN**	PO 5173	PULIC DEPENDER 01/08/2020	200.00	
	PO 5194	PUBLIC DEFENDER OCT - DEC 2019	1,600.00	**1,800.00**
1681 - **ROBIN KELLY**	PO 5226	REIMBURSEMENT - CENTENNIAL COMMITTEE	278.23	**278.23**
1702 - **TONI SVERAPA**	PO 5225	REIMBURSEMENT - CENTENNIAL COMMITTEE	13.20	**13.20**
	DEVELOPERS ESCROW TRUST			
1706 - **JOHN D CZAJKOWSKI**	PO 5306	ESCROW REFUND	616.45	**616.45**
1195 - **MASER CONSULTING, P.A.**	PO 4926	CO INSP CATALOG #776452001	125.00	
	PO 5299	544 SEAWANEKA AVE CATALOG #7764520465	82.50	**207.50**
1557 - **MICHAEL P BOLAN PP/AICP**	PO 5155	COAH LEGAL SERVICES DEC 2019	875.00	**875.00**
TOTAL				**655,346.37**

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	73,825.21
01-106-04-000-016	PRIOR YEAR TAXES			3,912.70	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	1,593.45			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	5,247.87			
01-201-21-180-200	PLANNING BOARD OE	461.08			
01-201-25-240-200	POLICE OE	6,030.94			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	38.01			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	6,256.00			
01-201-25-260-200	FIRST AID ORGANIZATION OE	671.44			
01-201-25-265-200	FIRE DEPARTMENT OE	235.00			
01-201-26-300-271	REPAIRS	1,637.67			
01-201-26-300-272	TIRES	21.99			
01-201-26-300-273	SUPPLIES	724.50			
01-201-26-300-277	BITUMINOUS CONCRETE	205.10			
01-201-26-300-281	UNIFORM RENTAL	258.00			
01-201-26-300-282	SALT & SAND	1,770.86			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	1,735.00			

9.1.a

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-26-310-252	REPAIRS & EQUIPMENT	348.00			
01-201-27-335-300	WATER WATCH COMMITTEE-OTHER	422.00			
01-201-31-430-201	ELECTRICITY	1,477.99			
01-201-31-430-203	TELEPHONE/INTERNET	299.59			
01-201-31-430-204	WATER/SEWER	166.90			
01-201-31-430-207	STREET LIGHTING	5,120.84			
01-201-31-465-200	SANITATION DUMPING FEES	20,490.93			
01-201-43-490-200	MUNICIPAL COURT OE	630.00			
01-203-20-100-200	(2019) ADMINISTRATIVE & EXECUTIVE OE		509.90		
01-203-20-130-200	(2019) FINANCIAL ADMINISTRATION OE		36.20		
01-203-25-240-200	(2019) POLICE OE		121.95		
01-203-26-300-271	(2019) REPAIRS		614.00		
01-203-26-300-273	(2019) SUPPLIES		1,795.00		
01-203-26-300-281	(2019) UNIFORM RENTAL		35.00		
01-203-26-310-252	(2019) REPAIRS & EQUIPMENT		4,690.84		
01-203-27-335-200	(2019) WATERWAYS COMMITTEE OE		379.00		
01-203-31-430-208	(2019) GASOLINE & OIL		4,702.96		
01-203-43-490-200	(2019) MUNICIPAL COURT OE		192.00		
01-203-43-495-200	(2019) PUBLIC DEFENDER-OTHER EXPENSE		800.00		
01-204-55-000	Accounts Payable			192.50	
TOTALS FOR	**Current Fund**	**55,843.16**	**13,876.85**	**4,105.20**	**73,825.21**
04-101-01-100-011	CAPITAL CASH - TD			0.00	576,735.07
04-215-55-474-000	MUNICIPAL COMPLEX ORD #970			576,735.07	
TOTALS FOR	**Capital Fund**	**0.00**	**0.00**	**576,735.07**	**576,735.07**
05-101-00-100-011	CASH - TD			0.00	668.00
05-161-00-500-040	DUE TO STATE OF NJ			243.00	
05-270-00-500-020	RESERVE FOR EXPENDITURES			425.00	
TOTALS FOR	**DOG TRUST FUND**	**0.00**	**0.00**	**668.00**	**668.00**
18-101-01-100-101	CASH UCC TRUST			0.00	327.71
18-270-55-600	RESERVE FOR UCC TRUST			327.71	
TOTALS FOR	**UCC Trust**	**0.00**	**0.00**	**327.71**	**327.71**
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	2,091.43
60-270-55-600-136	RES FOR CENTENNIAL CELEBRATION			291.43	
60-270-55-600-175	RESERVE FOR PUBLIC DEFENDER			1,800.00	
TOTALS FOR	**OTHER TRUST**	**0.00**	**0.00**	**2,091.43**	**2,091.43**
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	1,698.95
61-270-55-600-205	RES.FOR DEV.ESCROW			1,698.95	
TOTALS FOR	**DEVELOPERS ESCROW TRUST**	**0.00**	**0.00**	**1,698.95**	**1,698.95**

Total to be paid from Fund 01 Current Fund	73,825.21
Total to be paid from Fund 04 Capital Fund	576,735.07
Total to be paid from Fund 05 DOG TRUST FUND	668.00
Total to be paid from Fund 18 UCC Trust	327.71
Total to be paid from Fund 60 OTHER TRUST	2,091.43
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	1,698.95
	655,346.37

Report Printed 2020-02-14 09:12:28 BOROUGH OF OCEANPORT

9.1.a

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

From 02/01/2020 to 02/29/2020 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
2/13/2020		5287		01-201-31-465-201	DISPOSAL, RECYCLING & ROLL-OFF CONTAINER 1/	19,847.40		
				01-201-31-465-201	NJ Recycling Enhancement Act Fee	643.53		
					SUBURBAN DISPOSAL		20,490.93	01-101-01-000-011
2/13/2020		5288		04-215-55-474-009	PAYMENT #6	564,792.48		
					BENJAMIN R HARVEY CO, INC.		564,792.48	04-101-01-100-011

FEBRUARY SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				20,490.93
04-101-01-100-011	CAPITAL CASH - TD				564,792.48
01-201-31-465-201	SANITATION DUMPING FEES		20,490.93		
04-215-55-474-009	RENOVATION			564,792.48	
FEBRUARY TOTALS (FOR RANGE):			20,490.93	564,792.48	585,283.41

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				20,490.93
04-101-01-100-011	CAPITAL CASH - TD				564,792.48
01-201-31-465-201	SANITATION DUMPING FEES		20,490.93		
04-215-55-474-009	RENOVATION			564,792.48	
TOTALS (FOR RANGE):			20,490.93	564,792.48	585,283.41

RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING CERTIFIED LISTS FOR THE LENGTH OF SERVICE AWARD PROGRAM (LOSAP) FOR CY 2019

Resolution #2020-62
02/20/20

WHEREAS, Ordinance #780 created a Length of Service Award Program (LOSAP) to reward the members of the Oceanport Volunteer Fire Department, the Oceanport Fire Police and the Oceanport Volunteer First Aid Squad for their loyal, diligent and devoted service to the residents of the Borough of Oceanport; and

WHEREAS, the program shall provide for funding of a fixed contribution annually by the Borough to a deferred income account for each volunteer member that meets the criteria set forth in Ordinance #780; and

WHEREAS, pursuant to N.J.SA. 40A:14-191, the Local Plan Administrator is in receipt of the certified LOSAP lists for 2019 from:

Oceanport Hook and Ladder Fire Company
Port Au Peck Chemical Hose Company
Oceanport First Aid Squad

WHEREAS, the Governing Body has reviewed the certified lists for accuracy as per N.J.A.C. 5:30-14.10 and approves the lists presented; and

WHEREAS, after Borough Council approval, the certified list will be posted for a period of 30 days for membership review at the office of the Borough Clerk and the squad facility; and

WHEREAS, following the 30-day period for filing an appeal, and subject to holding the payment of any members being appealed, payment shall be made by the Borough of Oceanport to the approved contractor for deposit in the LOSAP account in the deferred income program.

NOW THEREFORE BE IT RESOLVED, be it resolved by the Mayor and Council of the Borough of Oceanport that said certified list(s) are hereby approved and will be posted for thirty days in the Borough Hall and the respective house.

I certify that the foregoing Resolution #2020-62 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

Oceanport Volunteer First Aid & Rescue Squad, Inc.

2 Pemberton Avenue
Oceanport, New Jersey 07757
oceanportfas@gmail.com

Please see the list of members and points for the year 2019

Last 4	Last	First	Initial	Points	Status
xxx-xx-1021	Agaman	Doris		50	EMT Ex
xxx-xx-5144	Bellack	`Michael		50	EMT
xxx-xx-9419	Bernarducci	Kelsey		50	EMT
xxx-xx-8742	Brown	Matthew	R	50	First Responder
xxx-xx-5033	Carroll	Kim	M	50	First Responder
xxx-xx-0469	Carroll	Kenneth	T	50	First Responder
xxx-xx-8590	Ceralde	Carl	M	50	EMT
xxx-xx-8892	Clores	Karen		50	First Responder- Probation
xxx-xx-6476	Connor	John	H	50	EMT Ex
xxx-xx-9095	Cooper	Michael		5	Driver
xxx-xx-1558	Cooper	Patricia		41	Driver
xxx-xx-7376	Covert	Erika		50	First Responder- Probation
xxx-xx-7433	Egidio	Gina		50	EMT
xxx-xx-6376	Filippone	Frederick	J	50	EMT
xxx-xx-6846	Kenny	Katherine	D	50	EMT
xxx-xx-3889	LaValle	Evan		11	EMT- Probation
xxx-xx-0952	Leshchanka	Michael		4	Probation
xxx-xx-6898	Lippolis	Francis	J	50	Driver
xxx-xx-5390	Lippolis	Frank	S	50	EMT
xxx-xx-7976	Lippolis	Margaret	A	50	EMT
xxx-xx-5901	Lippolis	Michael	J	50	EMT
xxx-xx-8146	Lombardo	Joseph	M	50	EMT
xxx-xx-6083	Lombardo	Paula	A	50	Ex
xxx-xx-6934	Maida	Kathy		50	Ex
xxx-xx-3580	McSorley	Chrissey		50	EMT
xxx-xx-0911	Petrillo	Christopher		50	EMT
xxx-xx-0027	Pacer	Dawn		13	First Responder- Probation
xxx-xx-7569	Pointer	Scott		50	Driver
xxx-xx-3394	Ryan	Edward		50	Ex
xxx-xx-3121	Sbrigato	Debra		50	EMT
xxx-xx-9651	Sherman	Joseph	W	42	Driver
xxx-xx-9192	Smith	Rachel		1	Probation

LOSAP Officer: Joseph W Lombardo Date: 01/28/2020

50 POINTS FOR YEAR. 2019

	LAST	FIRST			
XXX-XX-1021	AGAMAN	DORIS		50	EMT. Ex
XXX-XX-5144	BELLACK	MICHAEL		50	EMT
XXX-XX-9419	BERNARDUCCI	KELSEY		50	EMT
XXX-XX-8742	BROWN	MATTHEW	R	50	1 st. resp.
XXX-XX-5033	CARROLL	KIM	M	50	1 st. resp.
XXX-XX-0469	CARROLL	KENNETH	T	50	1 st. resp.
XXX-XX-8590	CERALDE	CARL	M	50	EMT
XXX-XX-8892	CLORES	KAREN		50	1 st. resp.
XXX-XX-6476	CONNOR	JOHN	H	50	EMT. Ex
XXX-XX-9095	COOPER	MICHAEL		5	Driver
XXX-XX-1558	COOPER	PATRICIA		41	Driver
XXX-XX-7376	COVERT	ERIKA		50	1 st. resp.
XXX-XX-7433	EGIDIO	GINA		50	EMT
XXX-XX-6376	FILIPPONE	FREDERICK	J	50	EMT
XXX-XX-6846	KENNY	KATHERINE	D	50	EMT
XXX-XX-3889	LAVALLE	EVAN		11	Prob.
XXX-XX-	LESHCHANKA	MCHAEL		4	Prob.
XXX-XX-6898	LIPPOLIS	FRANCIS	J	50	Driver
XXX-XX-5390	LIPPOLIS	FRANK	S	50	EMT
XXX-XX-7976	LIPPOLIS	MARGARET	A	50	EMT
XXX-XX-5901	LIPPOLIS	MICHAEL	J	50	EMT
XXX-XX-8146	LOMBARDO	JOSEPH	N	50	EMT
XXX-XX-6083	LOMBARDO	PAULA	A	50	Ex
XXX-XX-6934	MAIDA	KATHY		50	Ex
XXX-XX-3580	MCSORLEY	CHRISSEY		50	EMT
XXX-XX-0911	PETRILLO	CHRISTOPHER		50	EMT
XXX-XX-0027	PLACER	DAWN		13	1 st. resp.
XXX-XX-7569	POYNER	SCOTT		50	Driver
XXX-XX-3394	RYAN	EDWARD		50	Ex
XXX-XX-3121	SBRIGATO	DEBRA		50	EMT
XXX-XX-9651	SHERMAN	JOSEPH	W	42	Driver
XXX-XX-	SMITH	RACHAL		1	Prob.

FIRST		TRAINING MAX 25 PTS	EMT 16 PTS . / YR.	FIRST RESP. 10 PTS. / YR.	DRIVER 5 PTS. YR.	COURSE INSTRUCTOR 5 PTS. /YR.	CEU'S FOR YEAR TOTAL	DRILLS / STANDBY'S MAX 24 PTS. / YR.	DRILL / STANDBY 1 PT. EACH	MEETINGS MAX 15 PTS. / YR.	MONTHLY / SPECIAL PT. PER	ELECTED / APPOINTED MAX 15 PTS.	PRESIDENT 12 PTS.	BUSINESS / TRUSTEES 6 PTS.	CAPTIAN 15 PTS.	LINE OFFICERS 6 PTS.	EX. CAPTIAN 6 PTS.	ENGINEERS 1/2 PT. PER MONTH	DELEGATES MAX 25 PTS. / YR.	APPOINTMENT 5 PTS.	DELEGATES MEETINGS 1 PT. PER	CONVENTION ATTENDANCE 5 PTS.	EMERGENCY CALLS MAX 40 PTS.	ALL CALLS 1/4 PT. PER	DUTY CREWS MAX 20 PTS.	ASSIGNED DUTY CREW 10 PTS. EA.	MUTUAL AID CALLS MAX 10 PTS.	ALL CALLS 1/4 PT. PER	MISCELLANEOUS MAX 10 PTS.	FUNDRAISING 1 PT. PER 2 HOUR	SPECIAL ACTIVITIES 1 PT. PER FUNCTION	SERVICE IN GOOD STANDING MAX 20 PTS.	AS DEFINED IN BY LAWS 2 PTS. PER YR.	TOTAL POINTS MAX OF 50 POINTS
ORIS			16			5	10		6		12		12				6			5		5		2.5		10		0.75		10	10		20		50
ICHAEL			16				2		6		13													29.3		20		5.75		10	10		2		50
ELSEY			16				46				3										1			1.8				1.50		10			6		50
ATTHEW	R			10					5		3													10.3				3.25			10		16		50
IM	M			10							12			6										29.0		10		4.75		10	10		10		50
ENNETH	T			10							8			6										20.5		10		3.00		10	10		10		50
ARL	M		16				1		9		10			6			6							8.0		10		1.75		10	10		20		50
AREN				10					1		9													11.3				3.00		10	10		P		50
OHN	H		16			5	13				5			6		6	6			5	9			5.8				0.50		10	10		20		50
IICHAEL					5																			0.3									P		5
ATRICIA					5				4		8													3.8				0.50		10	10		P		41
RIKA				10					4		9													27.0				6.50		10	10		P		50
INA			16				17		8		15			6							4	5		16.0		10		1.25		10	10		6		50
REDERICK	J		16				35		10		11						6	6			1			31.4		20		10.0		10	10		20		50
ATHERINE	D		16				25				14				15		6					5		40.00		10		10.0		10	10		20		50
VAN				10					1															0.3				0.50					P		11
MCHAEL									3		1													0.0				0.25					P		4
RANCIS	J				5				1		1			6				6						0.8		10				10	10		10		50
RANK	S		16			5	30		10		14			6				6		5	8			23.0		10		3.50		10	10		20		50
MARGARET	A		16			5	28		8		15					6	6			5	7			40.00		10		7.75		10	10		20		50
MICHAEL	J		16				3				1							6						4.3		10							16		50
OSEPH	N		16				32		15		14			6		6	6	6		5	8	5		40.00		20		10.0		10	10		20		50
PAULA	A								7		10											5		2.5						10	10		20		50
KATHY									4		5									5				0.8						10	10		20		50
CHRISSEY			16				14				4													0.8									20		50
CHRISTOPHER			16				7										6							1.3				0.50					20		50
DAWN				10					1															2.3				0.25					P		13
SCOTT					5						11													40.00		20		5.50		10	10		2		50
EDWARD									4		14			6			6			5				1.3									20		50
DEBRA			16				11		2		5													3.3				0.25		10	10		4		50
JOSEPH	W				5						12													4.8				0.25					20		42
RACHAL									1															0.0									P		1

2019 CEUS

		B/R/H	CPR	G.C.	F.R.	A,B,C	TRAIN	CONV.	DRILL	CTY	IceRE	J.S.C.	M.M.C.	Ics100	Ics200	Ics300	Ics400	Ics700	CEVO	DRIVE
EMT	AGAMAN, D			20		24		XX					2		X					
D	ARLT, R	XXX																		X
EMT	BELLACK, M												2							
EMT	BERNARDUCCI, K	XXX		19		24							4						18	x
EMT	BRADY, C			18																
FR	BROWN, M	XXX																		
FR	CARROLL, K	XXX												X						
FR.D	CARROLL, K SR																		18	X
EMT	CARROLL, S																			
EMT	CERALDE, C	XXX		20									1				X	X	X	X
EMT	CONNOR, J	XXX	X		3								10	X		X		X	X	X
FR	CLORES, K					10														
D	COOPER, M			20															18	X
D	COOPER, P																		18	X
FR	COVERT, E					10														
EMT	EGIDIO, G	XXX		20	3			X					14							
EMT	FILIPPONE, F	XXX		20			24						27		X					X
EMT	KENNY, K	XXX		20	3		24	X					17	X	X	X				
FR	LAVALLE, E					10														
EMT	LIPPOLIS, F	XXX		20	3		24						19						18	X
D	LIPPOLIS, F Jr			18														X		X
EMT	LIPPOLIS, M	XXX		20	3		24			3			14	X		X		X	18	X
EMT	LIPPOLIS, M J	XXX			3															X
EMT	LOMBARDO, J	XXX		20	1.5			XX		3			20	X	X			X	X	X
LM	LOMBARDO, P			19				XX												
LM	MAIDA, K			19																
EMT	MCSORLEY, C				1.5								12	X	X			X	X	
EMT	PETRILLO, C												7				X			X
FR	PLACR, D					10														
D	POYNER, S			20															18	X
LM	RYAN, E			20										X	X	X				
EMT	SBRIGATO, D	XXX		19									11							
D	SHERMAN, W		X											X	X	X				X
													12/11							
FR																				
	CEU			1.5 EA		8 EA		1.5 EA		CEU		2 EA	CEU						8CEU	

	2019		MONTHLY MEETINGS												5 PTS	5 PTS	5 PTS	25 MAX	OFFICERS					SPECIAL ACTIVITY								
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	APP'T	MID-YR	CONV	TOTAL	10 PTS CA/PR	5 PTS X-CA	5 PTS BU/LI	5/MO ENG	TOTAL	0.5/HR FUND	1 PT EA STA.BY	1 PT EA LIONS	1 PT EA FIREW	1 PT EA PARAD	1 PT EA CADET	1 PT EA BY LAW	10 MAX TOTAL
8	AGAMAN. D	XX	X	xX				X	Xd	Xe	EexXE	X	Xx	A			X***		P	X				XXTB			x	X		x	
43	BELLACK, M	XX	X	xX	X	X	X	X	Xd	X	X	X	X	Xx										XXT		x	x				
21	BERNARDUCCI, K	CC	X	C	C	C	C	X	Xd	C	C	C	C	C														X			
13	BROWN, M		X							X				X										T							
31	CARROLL, K	XX	X	xX	X	X	X	X	Xd	Xe	EexE		X						T					XX		x	x	X			
23	CARROLL, K SR.	XX	E	eE	E	E	E	X	Xd	X														X		x		X			
	CARROLL, S																														
02	CERALDE, C	X1	X	X			X		Xd	Xe	Ex	XE	X	x					T	X				XTB		x	x				
	CLORES, K				X	X	X	X	Xd	X	X	X	X	X										XTB		x					
09	CONNOR, J	XX1	X	x		X	X	X							D				T,1	X				X		x	x			x	
	COOPER, M	XX																													
	COOPER, P	XX		X	X	X				X	X	X	X	X										XTB		x					
	COVERT, E				X	X	X	X	Xd	X	X	X	X	X										XTB		x		X			
32	EGIDIO, G	XX1	X	xX	X	X	X	X	Xd	Xe	EexXE	X	Xx				X***		S					XXTB		x				x	
19	FILIPPONE, F	XX			X	X	X	X	Xd	Xe	X	X	X	Xx						X		E		XTB				X			
10	KENNY, K	XX1	X	xX	X	X	X	X	Xd	Xe	EexXE	X	X				X***		1					XX		x	x	X			
05	LIPPOLIS, F	XX1	X	X	X	X	X	X	Xd	X	EexXE	X	Xx	A					T			E		XXTB		x	x	XX	X		
24	LIPPOLIS, F Jr									X	X											E		X							
04	LIPPOLIS, M	XX1	X	xX	X	X	X	X	Xd	X	EexXE	X	Xx	D					2	X				XXTB		x	x	XX	X		
25	LIPPOLIS, M. J.																					E		X							
01	LOMBARDO, J	XX1	X	xX	X	X		X	Xd	Xe	EexXE	X	Xx	A			X*		3	X		E		XXTB		x	x	X		x	
39	LOMBARDO, P	XX	X	X	X	X		X	Xd	X	X	X	X	X			X							XXB		x	x	X			
51	MAIDA, K							X	Xd	X		X	X	X										XB				X			
56	MCSORLEY, C					X		X	X		X													XB							
14	PETRILLO, C																											X			
	PLACER, D																														
	POYNER, S	X	X	X	X	X	X	X		X	?X	XE	X	X										XXB		x		XX			
50	RYAN, E	XX1	X	X	X	X	X	X	Xd	Xe	EexXE	X	Xx	D					T	X				XB						x	
08	SHERMAN, W	EE	E	eE	E	E	E	E	E	E	E	E	E	X																	
22	SBRIGATO, D	XX	X	X				X					X	X										XB		x					
	WRIGHT, E.J.3				X															X											
	LAVALLE																														
	LESHCHANKO																														
	PLACER																														

SVC	MUTUAL AID CALLS														
YRS	2 PT/YR	JAN.	FEB.	MAR.	APR.	MAY.	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	1/4 PER	
SVC	TOTAL	CALL	CALL	CALL	CALL	CALL	CALL	CALL	CALL	CALL	CALL	CALL	CALL	TOTAL	
	20							1	2					0.75	DA
	2	1	1	1		2		8	5	2	1		2	5.75	MB
	4	1				1		1	3					1.5	KB
	10		1			3		3	5				1	3.25	MB
	10	2				3	1	6	6	1				4.75	KC
	10						1	6	5					3.0	KCJR
															SC
	20							2	3	1			1	1.75	CC
	2						1	7	2				2	3.0	KG
	20		1				1							0.5	JHC
															MC
							1					1		0.5	PC
	2						1	14	7			2	2	6.5	EC
	10				1		1		1			1	1	1.25	GE
	20	2	1	4		7	8	11	6			1	2	10.5	FF
	20	4	3		4	8	3	16	13	3		1	2	10.5	KK
	20	1	1		1	1	1	4	4				1	3.5	FL
	20								1					0.25	FLJR
	20	1	2	1	3	2	1	7	12	1			1	7.75	ML
	20														MJL
	20		1	3	1	8	7	15	6		1		3	11.25	JL
	20														PAL
	20														KM
	20														CM
	20			1					1					0.5	CP
	2				2	4	1	7	6	1	1			5.5	SP
	20														ER
	20								1					0.25	WS
	4					1								0.25	DS
	20														EJW
												2		0.5	
												1		0.25	
												1		0.25	

MOUNTLY MEETINGS 2019

AGAMAN, D	X	X	X	XX				X	X	Xx	Xxx	Xx	X	Xx
BALLACK, M	X	X	X	XX	X	X	X	X	X	X	X	X	X	Xx
BERNARDUCCI, K	C	C	X	C	C	C	C	X	X	C	C	C	C	C
BROWN, M			X							X				X
CARROLL, K	X	X	X	XX	X	X	X	X	X	Xx	Xxx	X	X	
CARROLL, K SR	X	X	E	EE	E	E	E	X	X	x				
CERALDE, C	X	x	X	X			X		X	Xx	Xx	Xx	X	x
CLORES, K					X	X	X	X	X	X	X	X	X	X
CONNOR, J	X	Xx	X	X		X	X	X						
COOPER, M	X	X												
COOPER, P	X	X		X	X	X				X	X	X	X	X
COVERT, E					X	X	X	X	X	X	X	X	X	X
EGIDIO, G	X	Xx	X	XX	X	X	X	X	X	Xx	Xxx	Xx	X	Xx
ENG, R			X											
FILIPPONE, F	X	X			X	X	X	X	X	Xx	X	X	X	Xx
KENNY, K	X	Xx	X	XX	X	X	X	X	X	Xx	Xxx	Xx	X	X
LAVALLE, E														
LESHCHANKA, M														X
LIPPOLIS, F JR										X	X			
LIPPOLIS, F	X	Xx	X	X	X	X	X	X	X	X	Xxx	Xx	X	Xx
LIPPOLIS, M	X	Xx	X	XX	X	X	X	X	X	X	Xxx	Xx	X	Xx
LIPPOLIS ,M. J.														
LOMBARDO, J	X	Xx	X	XX	X	X		X	X	Xx	Xxx	Xx	X	Xx
LOMBARDO, P	X	X	X	X	X	X		X	X	X	X	X	X	X
MAIDA, K								X	X	X		X	X	X
MCSORLEY, C						X		X	X		X			
PETRILLO, C														
PLACER, D														
POYNER, S		X	X	X	X	X		X	X	Xx	Xx	Xx	X	X
RYAN, E	X	Xx	X	X	X	X	X	X	X	Xx	Xxx	Xx	X	Xx
SBRIGATO, D	X	X	X	X				X					X	X
SHERMAN, W	E	E	E	EE	E	E	E	E	E	E	E	E	E	X
WRIGHT, EJ					X									
	N	D	J	F	M	A	M	J	J	A	S	O	N	D

LOSAP CURRENT DIST. MEETINGS 2019

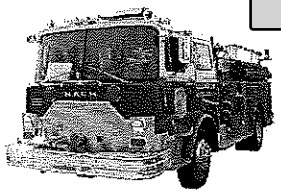
	J	F	M	A	M	J	J	A	S	O	N	D	CONV	TOTAL
AGAMAN, D								X	X	X				
ARBAN, K														
ARLT, R														
BELLACK, M														
BENNETT, C														
BERNARDUCCI, K					X	X								
BRADY. C														
CARROLL, K														
CARROLL, K SR														
CARROLL, S														
CERALDE, C							I							
CONNOR, C														
CONNOR, J	X	X		X	X									
CONNOR, J.T.														
EGIDIO, G														
ENG, R														
FILIPPONE, F														
KENNY, K				X	X									
LIPPOLIS, F	X	X		X	X	X	I	X	X					
LIPPOLIS, F JR														
LIPPOLIS, M	X			X	X	X	I	X	X					
LIPPOLIS ,M. J.														
LOMBARDO, J	X	X		X		X		X	X	X	X			
LOMBARDO, P														
MAIDA, K														
MCSORLEY, C	X			X					X					
PETRILLO, C														
RYAN, E	X					X		X	X	X	X			
SBRIGATO, D		X												
SHERMAN, W														
SICKLES, A														
BROWN, M														
CORDASCO, R														

LOSAP 2019 TREES

AGAMAN, D			X			X	X	X		X		X						
ARBAN, K																		
ARLT, R																		
BELLACK, M		X	X	X		X	X	X										
BENNETT, C																		
BERNARDUCCI, K																		
BRADY. C																		
BROWN, M			X			X			X						X	X		
CARROLL, K																		
CARROLL, K SR																		
CARROLL, S																		
CERALDE, C		X		X		X	X	X	X				X			X	X	
CERALDE, M		X		X		X	X	X	X				X					
CONNOR, J																		
CLORES, K								X										
COPPER, M																		
COPPER, P			X	X			X	X										
COVERT, E		X		X		X		X										
EGIDIO, G		X	X			X		Xx					Xx				X	
FILIPPONE, F	X	X		X				X	X	X	X	X				X	X	
KENNY, K																		
LAVALLE, E								X										
LESHCHANKA, M						@		Xx										
LIPPOLIS, F		X		X		X	X	X	X			X	X			X	X	
LIPPOLIS, F JR						X												
LIPPOLIS, M		X		X		X		X	X			X	X				X	
LIPPOLIS ,M. J.																		
LOMBARDO, J	X	X	X	X		X	X	X	X	X	X	X		X	X	X	X	
LOMBARDO, P				X		X	X	X	X	X					X			
MAIDA, K				X			X	Xx										
MCSORLEY, C							X	Xx										
PETRILLO, C																		
PLACER, D						@												
POYNER, S																		
RYAN, E							X	X					X		X			
SBIGATO, D								Xx										
SHERMAN, W																		
SMITH, R						@												
COPPER, SR.				X														
COVERT, D		X		X														
TVRDIK, T			X			X		X										
MCSORLEY, P							X	Xx										
SEYMORE, J								Xx										
SEYMORE, L								X										
IADANZA, K								X										
EGIDIO, S								X	X									
KOKOLUS, C								X										
O,BRIEN, B								X										
WELSH, M								X										
BELL													X					
	27	29	30	1		5	6	7	8	9	10	11	12	13	14	15	28	

LOSAP 2019 DAY NIGHT CREW

AGAMAN, D	N	
ARBAN, K		
ARLT, R		
BELLACK, M	N	
BERNARDUCCI, K		
BROWN, M		
CARROLL, K	N	
CARROLL, K SR	N	
CERALDE, C	N	
CLORES. K		
CONNOR, J		
COOPER, M		
COOPER, P		
COVERT, E		
EGIDIO, G	N	
FILIPPONE, F		D
KENNY, K	N	
LA VALLE, E		
LESHCHANKA, M		
LIPPOLIS, F JR	N	
LIPPOLIS, F	N	
LIPPOLIS, M	N	
LIPPOLIS ,M. J.	N	
LOMBARDO, J		D
MCSORLEY, C		
PETRILLO, C		
PLACER, D		
POYNER, S	N	
RYAN, E		
SBRIGATO, D		
SHERMAN, W		
SMITH, R		



Oceanport Hook & Ladder Fire Company
21 Main Street - Oceanport, NJ 07757 - (732) 542-6928 – www.ophl.org

January 1st, 2020

The following Oceanport Hook & Ladder members have qualified for LOSAP in 2019:

- Kevin Arban
- Richard Arlt
- Dave Covert
- Tom Crochet
- Jack Donohoe
- Anthony Fragale, Jr.
- Robert Howie
- Francis J. Lippolis
- Michael Lippolis
- Jason Patterson
- Mark Patterson
- Michael Patterson
- Reiss Pfleger
- Thomas Porowski
- Ed Ryan
- Jonathan Ryan
- Lenny Santos
- John Schneider
- Anthony Veltri
- Steve Widmaier
- Joseph Wolf
- Larry Youmans

Lenny Santos
Captain OPH&L

OPHL LOSAP

Name / Date	J Arban	K Arban	R Arlt	G Bertekap	D Covert	R Crochet	T Crochet	M Deponte	S Deponti	J Donohoe	A Fragale	B Howie	F J Lippolis	F S Lippolis	M Lippolis	J Patterson	Ma Patterson	M Patterson	R Pfleger	T Porowski	E Ryan	J Ryan	L Santos	J Schneider	S Schneider	T Shea	R Velasquez	A Veltri	J Waybright	S Widmaier	J Wolf	L Youmans		Total in Attendanc
TRAINING COURSES - FF1=30pts, SCBA Annual ReCert = 5pts/year, Advanced SCBA = 5pts/year, All Other Training = 1pt/hour training - 10 pts max																																		
FF1										30																								
1/12/2019		4	4		4	4	4		4		4			4	4			4		4		4		4	4	4				4				
1/21/2019												4	4			4	4						4								4			
1/26/2019																			4															
2/17/2019		4											4		4		4	4				4						4						
3/4/19																						3												
3/11/19		3					3			3	3				3		3					3	3											
3/18/19																						3												
3/26/19		3									3		3		3		3	3																
4/6/19											12																							
4/29/19																						4												
4/30/19																						18												
12/1/09															8																			
12/19/19					24								24		24																			
12/21/19											16		16																					
11/17/19					1								1																					
11/29/19					1		1			1												1												
12/2/19					4								4		4																			
	0	14	4	0	34	4	8	0	4	4	38	4	56	4	50	4	14	11	4	4	0	40	7	4	4	4	0	4	0	4	4	0		
	0	10	4	0	10	4	8	0	4	4	10	4	10	4	10	4	10	10	4	4	0	10	7	4	4	4	0	4	0	4	4	0		
ADVANCED SCBA				5	5		5		5		5	5	5		5		5	5	5			5	5		5	5			5	5	5			
	0	0	0	5	5	0	5	0	5	0	5	5	5	0	5	0	5	5	5	0	0	5	5	0	5	5	0	0	5	5	5	0		
1/1/2019					1					1	1		1		1		1	1													1			8
1/4/2019																			1															1
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1/10/2019													1																					1
1/10/2019											1		1			1																		3
1/12/2019										1	1				1																			3
1/12/2019											1							1				1												3
1/12/2019										1	1						1																	3
1/15/2019											1								1															2
1/18/2019										1	1						1	1																4
1/22/2019											1								1			1												3
1/22/2019											1				1		1	1				1												5
1/22/2019										1	1		1		1	1	1	1													1			8
1/23/2019											1				1			1													1			4

OPHL LOSAP

1/24/2019		1									1																						2
1/25/2019		1								1	1								1											1				5
1/28/2019											1							1																2
1/28/2019		1									1		1		1		1	1													1			7
1/31/2019		1								1												1						1						4
2/3/2019		1													1				1									1			1			5
2/4/2019		1									1				1				1															4
2/4/2019											1		1		1		1	1										1						6
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2/7/2019		1									1				1		1	1										1			1			7
2/7/2019		1									1				1				1											1				5
2/8/2019		1								1	1						1					1												5
2/8/2019		1								1	1						1					1												5
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2/9/2019											1							1												1				3
2/10/2019		1									1				1			1																4
2/10/2019		1					1			1	1				1		1	1				1								1	1			10
2/13/2019											1						1		1															3
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2/17/2019		1					1				1		1		1			1	1												1			8
2/19/2019											1																							1
2/24/2019		1								1	1				1																1			5
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2/25/2019		1								1	1				1		1					1									1			7
2/26/2019		1			1					1	1								1												1			6
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3/13/2019		1								1	1		1		1		1	1													1			8
3/15/2019		1									1				1							1									1			5
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3/26/2019		1									1		1		1		1	1				1												7
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4/4/2019											1							1				1												3
4/8/2019		1	1							1		1						1																5
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OPHL LOSAP

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OPHL LOSAP

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7/12/2019		1	1							1	1		1	1							1									1			8
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OPHL LOSAP

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10/4/2019		1					1			1		1		1					1											1			7
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10/12/2019															1		1	1															3
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10/23/2019												1		1																			2
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OPHL LOSAP

10/24/2019																					1												1
10/28/2019					1						1		1		1				1	1		1												7
10/29/2019															1							1									1			3
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10/30/2019													1																					1
10/31/2019		1									1				1							1												4
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11/4/2019			1										1					1																3
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11/8/2019		1			1								1		1			1				1												6
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11/18/2019		1			1								1					1	1			1												6
11/24/2019		1			1								1					1	1												1			6
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																																		0
Name	J Arban	K Arban	R Arlt	G Bertekap	D Covert	R Crochet	T Crochet	M Deponte	S Deponti	J Donohoe	A Fragale	B Howie	F J Lippolis	F S Lippolis	M Lippolis	J Patterson	Ma Patterson	M Patterson	R Pfleger	T Porowski	E Ryan	J Ryan	L Santos	J Schneider	S Schneider	T Shea	R Velasquez	A Veltri	J Waybright	S Widmaier	J Wolf	L Youmans		
Joined	1979	1972	1989	1998	2013	2016	1989	2019	2009	2019	2017	1989	2006	2004	2011	2009	2006	2005	2006	2019	1956	2006	2005	1970	2005	2009	2019	2014	1997	1985	1995	1976		
Y.O.S.	40	47	30	21	06	03	30	00	10	00	02	30	13	15	08	10	13	14	13	00	63	13	14	49	14	10	00	05	22	34	24	43	2019	

OPHL LOSAP

Points	Firefighter	Points Received (If Required Percentage Made)	PERCENT MADE	Required Percent	Calls Made
39.00	J Arban	15	0.00%	0%	0
99.00	K Arban	15	27.75%	0%	63
61.00	R Arlt	15	10.13%	0%	23
27.00	G Bertekap	15	0.00%	30%	0
53.00	D Covert	25	8.81%	60%	20
5.00	R Crochet	25	0.00%	60%	0
90.00	T Crochet	15	3.08%	0%	7
27.00	M Deponte	25	3.52%	60%	8
20.00	S Deponti	15	0.00%	30%	0
66.00	J Donohoe	25	31.72%	60%	72
64.00	A Fragale	25	45.37%	60%	103
71.00	B Howie	15	0.88%	0%	2
95.00	F J Lippolis	15	26.43%	30%	60
38.00	F S Lippolis	15	0.44%	30%	1
97.00	M Lippolis	15	34.80%	30%	79
51.00	J Patterson	15	3.52%	30%	8
95.00	Ma Patterson	15	17.18%	30%	39
106.00	M Patterson	15	34.80%	30%	79
55.00	R Pfleger	15	19.38%	30%	44
52.00	T Porowski	25	2.20%	60%	5
69.00	E Ryan	15	0.44%	0%	1
84.00	J Ryan	15	26.87%	30%	61
68.00	L Santos	15	5.73%	30%	13
82.00	J Schneider	15	0.00%	0%	0
15.00	S Schneider	15	0.00%	30%	0
15.00	T Shea	15	0.00%	30%	0
6.00	R Velasquez	25	0.00%	60%	0
23.00	A Veltri	25	3.08%	60%	7
17.00	J Waybright	15	0.00%	30%	0
70.00	S Widmaier	15	7.49%	0%	17
72.00	J Wolf	15	21.15%	30%	48
55.00	L Youmans	15	0.00%	0%	0
Total					

8-25yrs 15pts
1-7yrs 25pts

Company Drills 2 pts each 24 max

Name	J Arban	K Arban	R Arlt	G Bertekap	D Covert	R Crochet	T Crochet	M Deponte	S Deponti	J Donohoe	A Fragale	B Howie	F J Lippolis	F S Lippolis	M Lippolis	J Patterson	Ma Patterson	M Patterson	R Pfleger	T Porowski	E Ryan	J Ryan	L Santos	J Schneider	S Schneider	T Shea	R Velasquez	A Veltri	J Waybright	S Widmaier	J Wolf	L Youmans		Total in Attendance
1/8/2019		2					2			2			2		2	2		2		2			2	2								2		11
1/15/2019										2	2		2		2		2											2						6
1/19/2019											2				2																			2
1/20/2019															2		2																	2
1/24/2019										2	2				2	2	2	2		2		2												8
2/5/2019		2									2																							2
2/11/2019		2					2			2	2		2		2		2	2		2		2									2			11
3/5/2019		2									2		2		2		2	2										2						7
3/31/2019		2											2		2		2		2	2														6
4/9/2019		2									2				2	2	2	2				2												7
4/11/2019											2											2												2
4/21/2019		2									2		2		2	2		2		2														7
5/7/2019		2								2	2						2																	4
5/15/2019							2								2		2																	3
5/28/2019										2	2					2						2	2											5
6/4/2019		2									2						2	2																4
6/11/2019		2					2			2	2	2				2	2	2				2												9
6/25/2019		2								2	2				2		2	2				2												7
7/2/2019										2	2						2																	3
7/8/2019							2			2	2											2												4
7/22/2020		2						2		2		2	2		2	2		2	2	2		2	2							2		2		14
7/23/2019								2					2		2							2	2											5
8/6/2019										2	2				2																			3
10/1/2019		2			2		2				2		2		2			2																7
10/8/2019		2			2						2	2	2	2	2	2	2	2		2	2	2	2	2				2			2			17
10/22/2019					2						2		2		2		2	2				2												7
10/28/2019																			2															1
11/4/2019		2			2		2	2					2									2												6
11/8/2019					2								2		2																			3

11/12/2019						2														2	2													3
11/12/2019						2						2		2		2				2			2		2									7
11/12/2019								2				2		2		2				2			2		2									7
11/13/2019																2				2														2
11/17/2019																					2													1
11/17/2019											2					2							2											3
11/17/2019						2								2																				2
11/18/2019						2								2		2				2	2		2											6
11/21/2019						2										2																2		3
11/26/2019																				2														1
11/26/2019						2		2											2				2											4
11/27/2019																				2														1
11/29/2019						2		2			2												2											4
11/30/2019						2					2			2							2													4
12/3/2019																				2														1
12/4/2019																				2														1
12/23/2019			2								2					2			2	2					2							2	2		8
12/30/2019			2					2		2	2	2				2			2		2				2								2		10
																																		0
																																		0
Mutual Aid Drills 1 pts each 5 max																																		
Co Drill		0	24	0	0	24	0	22	6	2	24	24	6	24	2	24	16	24	24	24	24	2	24	10	12	0	0	0	6	0	6	8	4	
Mutual Drill		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
Page Total		0	24	0	0	24	0	22	6	2	24	24	6	24	2	24	16	24	24	24	24	2	24	10	12	0	0	0	6	0	6	8	6	

	Name	J Arban	K Arban	R Arlt	G Bertekap	D Covert	R Crochet	T Crochet	M Deponte	S Deponti	J Donohoe	A Fragale	B Howie	F J Lippolis	F S Lippolis	M Lippolis	J Patterson	Ma Patterson	M Patterson	R Pfleger	T Porowski	E Ryan	J Ryan	L Santos	J Schneider	S Schneider	T Shea	R Velasquez	A Veltri	J Waybright	S Widmaier	J Wolf	L Youmans		Total in Attendance
Line Officers (6 Points-Chief Engr, Asst. Engr, Capt, Lts, Asst Chiefs, 30 for 3866)																																			
Points			6	6				6				6		6		6		6		6				6					6		6				
Ex Line Officer (6 Points ex captain, 10pts ex chief)																																			
Points														6					10																
Business Officer (6 Points including Trustees, 12 for President)																																			
Points									6					6				6			6		6	6							6	12	6		
Page Total	0	0	6	6	0	0	0	6	6	0	0	6	0	18	0	6	0	12	10	6	6	0	6	12	0	0	0	0	6	0	12	12	6		

Name	J Arban	K Arban	R Arlt	G Bertekap	D Covert	R Crochet	T Crochet	M Deponte	S Deponti	J Donohoe	A Fragale	B Howie	F J Lippolis	F S Lippolis	M Lippolis	J Patterson	Ma Patterson	M Patterson	R Pfleger	T Porowski	E Ryan	J Ryan	L Santos	J Schneider	S Schneider	T Shea	R Velasquez	A Veltri	J Waybright	S Widmaier	J Wolf	L Youmans	Total in Attendance	
Wildwood Delegate - 5 Points																																		
Points																	5	5																
Exempt/Delegate Meetings - 1 point/meeting																																		
1/20			1	1									1	1	1		1							1							1		8	Exempts M
1/20			1	1									1	1	1		1							1							1		8	Relief Mee
4/7			1	1								1		1			1				1	1		1						1	1		10	Exempts M
12/1			1	1								1					1				1	1		1						1	1		9	Exempts M
12/1			1	1								1					1				1	1		1						1	1		9	Relief Mee
Points																																		
Wildwood Convention Attendance - 5 points																																		
9/13,9/14			5	5	5		5	5				5	5	5	5	5	5	5				5	5	5						5	5			
Points	0	0	10	10	5	0	5	5	0	0	0	8	7	8	7	5	15	10	0	0	3	8	5	10	0	0	0	0	0	8	10	0		

	Name	J Arban	K Arban	R Arlt	G Bertekap	D Covert	R Crochet	T Crochet	M Deponte	S Deponti	J Donohoe	A Fragale	B Howie	F J Lippolis	F S Lippolis	M Lippolis	J Patterson	Ma Patterson	M Patterson	R Pfleger	T Porowski	E Ryan	J Ryan	L Santos	J Schneider	S Schneider	T Shea	R Velasquez	A Veltri	J Waybright	S Widmaier	J Wolf	L Youmans	Total Calls
	Meetings (1 pt each 15 max)																																	
Date																																		
1/8			1					1			1	1		1		1	1		1	1	1	1		1	1							1		Jan Meeting
1/15			1						1		1	1		1		1		1	1		1								1					Cmte Meeting
1/23												1		1	1	1		1	1	1				1										Officers Meeting
2/12			1					1				1	1	1	1	1	1	1	1		1		1	1	1							1		Feb Meeting
2/19												1	1	1	1			1				1	1	1	1							1		Special Meeting
3/12			1	1								1		1	1	1	1	1	1			1	1	1	1			1				1		Mar Meeting
4/9			1	1				1				1	1	1	1	1	1	1	1		1	1		1	1			1				1		Apr Meeting
5/14			1					1			1	1	1	1	1	1	1	1	1		1	1	1	1	1			1				1		May Meeting
6/11			1					1	1		1	1	1			1	1	1	1		1	1	1		1							1		Jun Meeting
7/9			1	1					1		1	1	1	1	1	1	1	1	1		1	1	1	1				1				1		July Meeting
8/13								1					1	1	1	1	1	1	1		1	1	1	1	1			1	1			1		Aug Meeting
9/10			1	1								1	1	1	1	1	1	1	1		1	1	1	1	1						1	1		Sept Meeting
9/23			1														1	1	1	1	1		1	1					1					Cmte Meeting
9/30																1	1		1	1	1		1											Cmte Meeting
10/7									1				1	1	1		1			1			1	1										Cmte Meeting
10/8			1			1						1	1	1	1	1	1	1	1		1	1	1	1	1				1					Oct Meeting
11/12						1		1				1	1	1	1	1	1	1	1	1		1	1	1	1							1		Nov Meeting
11/18			1			1		1	1					1		1				1	1		1	1								1	1	Cmte Meeting
12/10			1	1					1						1	1	1		1		1	1	1	1	1			1				1		Dec Meeting
Points	0	0	13	5	0	3	0	8	6	0	5	13	11	15	13	15	15	14	15	7	14	12	15	15	12	0	0	6	4	0	1	13	1	

	Name	J Arban	K Arban	R Arlt	G Bertekap	D Covert	R Crochet	T Crochet	M Deponte	S Deponti	J Donohoe	A Fragale	B Howie	F J Lippolis	F S Lippolis	M Lippolis	J Patterson	Ma Patterson	M Patterson	R Pfleger	T Porowski	E Ryan	J Ryan	L Santos	J Schneider	S Schneider	T Shea	R Velasquez	A Veltri	J Waybright	S Widmaier	J Wolf	L Youmans	
GRAVE DECORATIONS - 3pts MAX																																		
4/27/2019														1		1																		Funeral Details
Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
ATTENDANCE AT UNIFORMED MEMORIAL SERVICES - 3pts MAX																																		
5/27/2019														1		1		1	1				1									1		Memorial Day
11/11/2019																		1														1		Veterans' Day
		0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	2	1	0	0	0	1	0	0	0	0	0	0	0	0	2	0	
ACTIVITIES PERFORMED IN SUPPORT OF BORO (Fire Prevention, Demonstrations, Public Events, Fireworks, Parades) - 10pts MAX																																		
1/1/2019			1				1	1	1			1		1	1	1	1	1	1		1			1							1			New Year's Day
3/3/2019			1	1			1	1		1	1					1	1	1	1				1									1		Explorer's Breakfast
3/9/2019												1											1											MCFA Support
4/14/2019			1	1			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1										1	1		Ham Dinner
4/17/2019			1														1		1					1										Cub Scout Presentation
4/28/2019														1		1			1				1											NJ Marathon Standby
5/16/2019												1												1										Career Day
5/31/2019												1		1		1		1	1				1	1										Strawberry Fair
6/1/2019									1			1							1					1								1		Strawberry Fair
6/19/2019												1						1	1					1										Fire Academy Grad
7/4/2019														1		1			1				1											D43 Fireworks Standy by
7/20/2019				1						1						1			1				1											Coin Toss
9/6/2019												1																						MCFA Support
9/7/2019						1					1			1		1							1											Summer's End
9/29/2019														1		1		1					1									1		Run for Fallen
10/13/2019				1		1		1	1	1			1	1	1	1	1	1	1	1	1		1	1	1							1		Pumpkinfest
10/15/2019													1					1	1	1													1	Fire Prevention
12/3/2019			1			1		1	1				1			1	1	1	1		1	1	1	1	1							1	1	Company Elections
12/25/2019			1								1			1		1	1				1		1	1								1	1	Santa Run
Subtotal		0	4	3	0	3	1	3	4	3	3	6	4	8	2	10	5	7	10	3	4	1	9	8	2	0	0	0	0	0	1	6	3	
YEARS OF SERVICE: 3 Points for Every Five Years of service as a member in good standing as defined by the Fire Co. Constitution and Bylaws																																		
Joined		1979	1972	1989	1998	2013	2016	1989	2019	2009	2019	2017	1989	2006	2004	2011	2009	2006	2005	2006	2019	1956	2006	2005	1970	2005	2009	2019	2014	1997	1985	1995	1976	
Y.O.S.		40	47	30	21	06	03	30	00	10	00	02	30	13	15	08	10	13	14	13	00	63	13	14	49	14	10	00	05	22	34	24	43	
YOS / 5		8	9	6	4	1	0	6	0	2	0	0	6	2	3	1	2	2	2	2	0	12	2	2	9	2	2	0	1	4	6	4	8	
Subtotal		24	27	18	12	3	0	18	0	6	0	0	18	6	9	3	6	6	6	6	0	36	6	6	27	6	6	0	3	12	18	12	24	
Page Total		24	31	21	12	6	1	21	4	9	3	6	22	16	11	15	11	15	17	9	4	37	16	14	29	6	6	0	3	12	19	20	27	

PORT-AU-PECK CHEMICAL HOSE COMPANY NO. 1

Volunteer Fire Company

433 Myrtle Avenue. Oceanport, New Jersey 07757

Phone 732-229-9771 Fax 732-483-6199

This List contains the Members of the Port-au-Peck Fire Company that are eligible for LOSAP for 2019.

1. Briskey, Steve
2. Briskey, Stu
3. Brocklebank, buddy
4. Brown, Matt
5. Brown, Paul
6. D'Agostino, Bob
7. Desantis, Al
8. Fillipone, Fred
9. Gallo, Jim Jr
10. Gallo, Richard Jr
11. Gallo, Richard III
12. Gallo Tom
13. Kohler, Arno
14. McNish, William
15. Robertson, Mike
16. Sherman, Wes
17. Terwilliger, Paul
18. Van Brunt, Paul

Tom Gallo

Captain Tom Gallo

1/30/2020

LOSAP		BEBOUT , GREG	BRISKEY, STEVE	BRISKEY, STU	BROCKLEBANK,	BROWN, MATT	BROWN, PAUL	BRUMMER, BRENT	CARROLL, JOHN	CARROLL, JOHN III	CARROLL, KEN	CARROLL, KEN JR	CARROLL, SHANE	D'AGOSTINO, BOBBY	DESANTIS , AL	FILLIPONE, FRD	GALLO , JAMES JR.	GALLO , JOHN JR.	GALLO , PHLIIP	GALLO , RICHARD	GALLO, RICHARD III	GALLO , STEVEN	GALLO, TOM	KOHLER , ARNO	MAZZEI, JAMES	MCNISH , WILLIAM	MORLEY , ROBERT 111	OTTINO , GEORGE	ROBERTSON, MIKE	SHAFFERY, PATRICK	SHERMAN, WES	SIRIANNI, JOE	SIRIANNI, SCOTT	SLATTERY, JAMES	SLATTERY, KERIN	TERWILLIGER , PAUL	VANBRUNT, FRANK	VANBRUNT , PAUL
2019		20058	19888	19880	19664	19888	19990	19991	19882	20015	19988	20008	20013	19889	19962	19975	20010	20006	19808	20080	20058	20008	19880	19944	20003	19970	20008	20080	20144	19945		19989	19967	19887	19993		19999
YEARS OF SERVICE		14	31	39	55	31	29	28	37	4	21	11	6	30	57	44	9	13	11	39	14	11	39	25	16	49	11	39	5	35	24		30	52	32	26		20
		6	18	21	33	18	15	15	21	0	12	6	3	18	33	24	3	6	6	21	6	6	21	15	9	27	6	21	3	21	12		18	30	18	15		12
TRAINING COURSES																																						
FIREFIGHTER I	30																																					
ANNUAL MANADATORY TRAINING	5			5	5	5	5		5	5				5		5	5			5	5		5	5		5			5		5					5		5
SCBA RECERT	5								5	5			5				5				5		5	5					5									5
ADVANCED SCBA	5																																					
ALL OTHER SCHOOLING	1per hr				4	8	4			4							10						4	4		4			4							4	4	8
BASIC FIRE POLICE TRAINING	10																																					
DRILLS																																						
DRILLS	2		8	24	24	24	14		10	18	12		6	6		24	24			8	14		24	24		24	2		24	2	24					16		24
MUTUAL AID DRILLS	1																																					
FIRE CALLS																																						
FIRE CALL POINTS																																						
1-7 yrs , 60% = 25 pts																																						
8-25 yrs, 30% = 15 pts																	15				15								15		15							15
26 or more, 0% = 3per 5 max 15 pts			15	15	15	15	15	15	15					15	15	15				15			15	15		15				15						15		
ELECTED OR APPOINTED POSITIONS																																						
CHIEF	30																																					30
FIRST ASSISTANT CHIEF	6																																					
SECOND ASSISTANT CHIEF	6																				6																	
EX-CHIEF	10																																					
EX CAPTAIN	6																				6																	
CAPTAIN	6																						6															
1ST LIEUTENANT	6																	6																				
2ND LIEUTENANT	6																												6									
ENGINEER	6			6					6	6	6		6											6												6		
PRESIDENT	12																				12																	
VICE PRESIDENT	6																									6												
SECRETARY	6													6																								
ASSISTANT SECRETARY	6																														6							
TREASURER	6								6																													
ASSISTANT TREASURER	6																																			6		
MEMBERSHIP SECRETARY	6																												6									
FIRE POLICE CAPTAIN	15																									15												
FIRE POLICE	6				6									6	6																							
TRUSTEES	6													6										6			6		6		6							6
CHAPLAIN	6																																					
DELEGATE	5																																					
MILITARY LEAVE																																						
DELEGATES																																						
APPOINNTMENT AS DELEGATE	5					5	5																															5
DELEGATE MEETINGS	1																																					
CONVENTION ATTENDANCE	5		5			5	5		5											5			5								5							5
COMPANY MEETINGS																																						
SPECIAL DUTIES																																						
GRAVE DECORATION	3																3				3		3															
ATTEN. AT MEMORIAL SERVICE	3			3	3				3		3															3												
FIRE PREVENTION	2		2	2	2						2		2										2		2	2					2					2		2
DEMONSTRATIONS	2																																					
PUBLIC EVENTS	2			2	2				2		2															2					2						2	2
FIREWORKS	2					2			2		2												2			2			2		2							2
PARADES	2		2	2	2															2						2					2					2		2
ATTENDANCE AT MEETINGS	1																																					

COMPANY MEETINGS	1		1	12	12	7	11		10	2	5		1	10	1	10	9	0		12	6		11	8		11	3		9	6	8					11	7	11
YEARS OF SERVICE		6	18	21	33	18	15	15	21	0	12	6	3	18	33	24	3	6	6	21	6	6	21	15	9	27	6	21	3	21	12	0	18	30	18	15	0	12
LEAVE OF ABSENCE																																					
TOTAL LOSAP POINTS	**255**	**6**	**51**	**92**	**108**	**89**	**74**	**30**	**90**	**40**	**44**	**6**	**23**	**72**	**55**	**78**	**74**	**12**	**6**	**68**	**78**	**6**	**103**	**88**	**11**	**118**	**17**	**21**	**85**	**44**	**89**	**0**	**18**	**30**	**18**	**82**	**13**	**134**

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #19-00009 FOR
BLOCK 110, LOT 8 KNOWN AS 65 MAIN STREET**

Resolution #2020-63
02/20/20

WHEREAS, at the Borough Tax Sale held on October 24, 2019, a lien was sold on Block 110 Lot 8 otherwise known as 65 Main St; and

WHEREAS, this lien, known as Tax Sale Certificate 19-00009 was sold to US Bank cust/Pro Cap 8 at an interest rate of 0% and;

WHEREAS, the owner's representative has redeemed certificate 19-00009 in the amount of $ 1,355.63.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of $1,355.63 payable to US Bank cust/Pro Cap 8, Pro Capital Mgt II, 50 South 16th St Suite 2050, Philadelphia, PA 19102 for the redemption of Tax Sale Certificate 19-00009.

BE IT FURTHER RESOLVED, that the CFO be authorized to issue a check in the amount of $600 (Premium) to the aforementioned lienholder.

I certify that the foregoing Resolution #2020-63 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A CARRY OVER OF UNUSED PAID LEAVE

Resolution #2020-64
02/20/20

WHEREAS, the Borough's *Vacation Policy* provides for the carryover of accrued vacation time when requested in writing by the department head indicating the reason why an employee's duties prevented him/her from taking the vacation within that time; and

WHEREAS, the *Vacation Policy* requires the approval of the carryover of accrued vacation time by the Mayor and Council or their designee,

WHEREAS, the Borough Administrator has recommended approval for carryover of unused vacation time for the following Department Heads as follows:

Chief Michael Kelly	2 days (16 hours)
Carol Smith	6 days
Donna Phelps	4 days
Katie LaPorta	1.5 days
John Johnson	0.5 days.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the requests for carryover of unused vacation time is hereby approved subject to use of said time prior to May 1, 2020.

BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the Borough Administrator, Payroll Clerk, Chief Michael Kelly, Carol Smith, Donna Phelps, Katie LaPorta and John Johnson.

I certify that the foregoing Resolution #2020-64 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENTS TO BOARDS AND COMMITTEES

Resolution #2020-65
02/20/20

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

WATER WATCH COMMITTEE

Joseph Foster
Joe Start
Doug Mahler

The **WATER WATCH COMMITTEE** is now composed of the following members:

Richard Gruskos	Term expiring 12/31/20
Thomas Cox	Term expiring 12/31/20
Kari Martin	Term expiring 12/31/20
Dr. Jessica Gruskos	Term expiring 12/31/20
Patricia Cooper	Term expiring 12/31/20
Joseph Foster	Term expiring 12/31/20
Joe Stark	Term expiring 12/31/20
Doug Mahler	Term expiring 12/31/20

I certify that the foregoing Resolution #2020-65 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

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JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING THE MONMOUTH COUNTY MOSQUITO COMMISSION TO CONDUCT AERIAL MOSQUITO CONTROL OPERATIONS WITHIN THE BOROUGH OF OCEANPORT

Resolution #2020-66
02/20/20

WHEREAS, the Monmouth County Board of Chosen Freeholders, pursuant to N.J.S.A. 26:9-27 et. seq. has elected through its Mosquito Control Division to perform all acts necessary for the elimination of mosquito breeding areas and/or to exterminate mosquitoes within the county of Monmouth; and

WHEREAS, the County has instituted an Integrated Pest Management Program consisting of surveillance, water management, biological control, and chemical control to exterminate the mosquito population within the county of Monmouth; and

WHEREAS, prior to conducting aerial dispensing operations over a designated "congested area", the County is required, pursuant to Federal Aviation Administration Regulations (FAR Part 137.51), to secure prior written approval from the governing body of the political subdivision over which the aircraft is to be operated; and

WHEREAS, the Borough of Oceanport is designated as a "congested area" by the Federal Aviation Administration and the County has requested that this governing body consent to its proposed serial dispensing operations.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Governing Body hereby authorizes the County of Monmouth Mosquito Control Division or its agent to apply pesticides by aircraft for mosquito control in certain areas of the municipality designated by the County as being either larval mosquito habitat or areas harboring high populations of mosquito constituting either a nuisance, a health hazard, or both with the understanding that:

a. The County shall utilize pesticides, application equipment and aircraft that are approved by the applicable Federal (USEPA) and State (NJDEP) agencies; and

b. Such operations will be performed in compliance with applicable Federal and State regulations, and

c. The County will notify the police department of each municipality over which aerial pesticide operations are planned prior to commencement of such operation.

I certify that the foregoing Resolution #2020-66 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

COUNTY OF MONMOUTH
Mosquito Control Division

1901 Wayside Road, Tinton Falls, NJ 07724

Board of Chosen Freeholders
Director
Thomas A. Arnone
Deputy Director
Susan M. Kiley, *liaison*
Lillian G. Burry
Patrick Impreveduto
Dominick "Nick" DiRocco

County Administrator
Teri O'Connor

Superintendent
Victoria C. Thompson
victoria.thompson@co.monmouth.nj.us

732-542-3630
fax 732-542-3267

January 14, 2020

Dear Municipal Clerk:

The Monmouth County Mosquito Control Division runs a countywide mosquito control program to protect residents from mosquito-borne diseases and maintain a comfort level suitable to enjoy outdoor activities. An important component of this program is the application of mosquito pesticides using the County helicopter in select areas of the county that produce or harbor high numbers of mosquitoes.

For your information, the Mosquito Control Division anticipates resuming the aerial surveillance and treatment program on or about April 1, 2020 and possibly continuing as late as November 30, 2020. Normally, the treatment areas are restricted to large tracts of standing water in undeveloped parts of the county where mosquito larvae thrive. Each time the Division undertakes aerial larval control applications in your municipality, your local police department will be notified beforehand.

The Division would consider aerial mosquito control in developed areas if the public health risk from West Nile virus, Zika virus or other mosquito-borne disease warranted such action. Normally, adult mosquito control is done with truck-mounted spray equipment. If the helicopter were to be used, the municipal administrator, police and health officer would be contacted as well as the public notified in accordance with pesticide regulations, NJAC 7:30. The County would also adhere to all additional FAA and NJDOT regulations.

Prior to conducting aerial applications over an area designated "congested" by the Federal Aviation Administration, the Mosquito Control Division is required, pursuant to FAR Part 137.51, to secure written approval from the governing body of the political subdivision over which the aircraft is to be operated. To assist this process, I have enclosed a brief sample resolution for consideration by the governing body.

Please execute and return an adopted resolution as soon as possible, preferably before April 1, 2020. If you have any questions or concerns about the resolution or our program, please call me at 732-542-3630 or e-mail victoria.thompson@co.monmouth.nj.us. I would be glad to answer questions regarding our program or the products we use. The cooperation of the governing body is greatly appreciated.

Sincerely,

Victoria C. Thompson

Victoria Thompson
Superintendent

Enclosure

RESOLUTION OF THE BOROUGH OF OCEANPORT MUNICIPAL PARTNERSHIP W/ MONMOUTH COUNTY FOR DCA CHALLENGE GRANT COMMUNITY RATING SYSTEM (CRS) MANAGEMENT SOFTWARE SHARED SERVICE PILOT PROGRAM

Resolution #2020-67
02/20/20

WHEREAS, the New Jersey Department of Community Affairs' (DCA) Division of Local Government Services (DLGS) works with counties and municipalities to streamline government operations and reduce cost and property taxes; and

WHEREAS, DCA offers communities opportunities to apply for Local Efficiency Achievement Programs (LEAP) Challenge Grants to achieve this goal; and

WHEREAS, New Jersey counties, municipalities, school districts, authorities, and fire districts are eligible to receive LEAP Implementation Grant funding to support a variety of costs related to investigating, developing, and undertaking a pioneering shared service project; and

WHEREAS, The County of Monmouth, as the project lead, is interested in applying for a LEAP program grant to develop and/or procure a Community Rating System (CRS) management software for use by the County's municipal partners that participate in the National Flood Insurance Program's (NFIP) CRS program; and

WHEREAS, The CRS program provides discounts to flood insurance policy holders in our community located in special flood hazard areas, improves our resiliency to future flooding, and protects the health, safety, and welfare of our residents; and

WHEREAS, The County would like to offer a CRS management software as a shared service to municipalities to streamline the extensive CRS documentation and administrative process that many CRS communities find burdensome, costly, time consuming, and sometimes prohibitive to their full participation in the CRS program; and

WHEREAS, The County seeks to provide this type of software as a shared services pilot program, free of charge to municipalities for the first year and at a discounted rate in subsequent years; and

WHEREAS, Municipalities interested in partnering with the County on this LEAP Challenge Grant proposal must submit a conforming resolution to the County that memorializes the municipality's commitment to completion of the proposed project.

NOW, THEREFORE, BE IT RESOLVED THAT, the Borough of Oceanport shall be recognized as a joint applicant with Monmouth County for the purposes of submitting a LEAP Challenge Grant for the procurement and/or development of a Community Rating System (CRS) management software in establishing a new shared service pilot program that will benefit our community.

I certify that the foregoing Resolution #2020-67 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC

BOROUGH CLERK

From: Donna Phelps
To: Jeanne Smith
Subject: FW: LEAP Challenge Grant Municpal Officials E-mail
Date: Thursday, January 30, 2020 4:30:38 PM
Attachments: Challenge Grant Sample Resolution.docx

I spoke to Bill White. This is something that we want to do and the County needs copies of the approved resolution prior to February 27th. So, it can be put on Workshop for action at the February 20th meeting. Thanks.

From: Denton, JoAnn <JoAnn.Denton@co.monmouth.nj.us>
Sent: Thursday, January 30, 2020 2:35 PM
To: holly.reycraft@aberdeennj.org; dpino@hazlettwp.org; rmhowardjr@unionbeachnj.gov; chiefohare@aol.com; amercant@middletownnj.org; seabrightclerk@comcast.net; jwilson@monmouthbeach.org; trogers@rumsonnj.gov; Donna Phelps <dphelps@oceanportboro.com>; khayes@longbranch.org; mmuscillo@oceantwp.org; vgadaleta@neptunetownship.org; kmcGuigan@avonbytheseanj.com; administrator@bradleybeachnj.gov; ekirschenbaum@belmar.com; Bryan Dempsey (bdempsey@springlakeboro.org) <bdempsey@springlakeboro.org>; tflarity@manasquan-nj.gov
Cc: Barris, Joe <joe.barris@co.monmouth.nj.us>
Subject: FW: LEAP Challenge Grant Municpal Officials E-mail

Dear Municipal Administrator,

Monmouth County is preparing an application for a 2020 Department of Community Affairs LEAP Challenge Grant. The Challenge Grant would be applied to develop and/or procure a Community Rating System (CRS) management software which would then be offered to your municipality as a shared service pilot program, free of charge, in the first year. After the first year, towns would have the option to continue in the program as part of a formalized shared service between the County and municipality. The County would then seek to continue to procure the software at a discounted cost for participating municipalities in years 2 and 3.

As a CRS community, if you wish to participate in this grant as a partner with the County you must provide this office with a resolution of support for the Challenge Grant application. Attached is a sample resolution you can use for this purpose. The County's application to DCA must include resolutions of support from participating municipalities.

If your community wishes to participate in the proposal, I will need copies of the approved resolutions prior to February 27th. Any town able to provide this office with a resolution of support based on the sample resolution will be included in the County's grant application.

If you have any questions about the CRS program and/or this proposal, please contact me or speak to your municipal CRS coordinator.

Thank you for your timeliness with this matter.

Joe Barris, PP/AICP/CFM
Director
Dept. of Planning & Economic Development

NEW Monmouth County NJ GeoHub - https://gis-monmouthnj.opendata.arcgis.com/

Please Note: *Monmouth County's publically accessible GIS data is now available for download without the need to access a separate file transfer protocol (FTP) website. Visit https://gis-monmouthnj.opendata.arcgis.com/pages/open-data. View the FAQ section for information on available GIS resources.*

RESOLUTION OF THE BOROUGH OF OCEANPORT RENEWING A SHARED SERVICE AGREEMENT FOR DISPATCH SERVICES WITH THE COUNTY OF MONMOUTH, THROUGH THE MONMOUTH COUNTY SHERIFF'S OFFICE, COMMUNICATIONS DIVISION

Resolution #2020-68
02/20/20

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 through 40A:65-35) authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the County of Monmouth, through the Monmouth County Sheriff's Office, Communications Division ("Monmouth County Sheriff's Office") has been providing shared services for dispatch through an agreement expired December 31, 2019 and the Borough desires to renew said agreement for Shared Services with the Monmouth County Sheriff's Office; and

WHEREAS, the Monmouth County Sheriff's Office will provide all calls to the Borough by call relay, transfer or direct emergency dispatch in accordance with the Borough's participation plan; and

WHEREAS, the system will meet the technical requirements and operational standards set forth in N.J.S.A. 17:24-1, et seq.; and

WHEREAS, the Monmouth County Sheriff's Office will provide direct emergency dispatch services for police, fire and emergency medical services ("EMS") for the Borough; and

WHEREAS, the amount of the Shared Service Agreement ("Agreement") with the Monmouth County Sheriff's Office for a total fee of $112,200.00 (an increase of 2% from previous year) for police, fire and EMS dispatch services, 911 calls, information, technology support and maintenance; and

WHEREAS, the annual fee thereafter shall be determined in accordance with the Monmouth County Sheriff's Office shared service proposal provided January 23, 2020; and

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

1. That the Borough of Oceanport enter into an Agreement with the Monmouth County Sheriff's Office for the provision of Police, fire and EMS, dispatch services and 911 calls, information, technology support and maintenance for a three (3) year period beginning Jan. 1, 2020 through Dec. 31, 2022.

2. That the Mayor and Borough Clerk are hereby authorized to sign the Shared Services Agreement between the Borough of Oceanport and the Monmouth County Sheriff's Office for dispatch services.

I certify that the foregoing Resolution #2020-68 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC

BOROUGH CLERK

THE BOARD OF CHOSEN FREEHOLDERS
OF THE
COUNTY OF MONMOUTH

THOMAS A. ARNONE
DIRECTOR

SUSAN M. KILEY
DEPUTY DIRECTOR

LILLIAN G. BURRY
PAT IMPREVEDUTO
DOMINICK "NICK" DIROCCO

HALL OF RECORDS
1 EAST MAIN STREET
FREEHOLD, NEW JERSEY 07728
TELEPHONE: 732-431-7000

January 23, 2020

Donna Phelps, Business Administrator
315 E. Main Street
Oceanport, NJ 07757

Dear Ms. Phelps:

I would like to thank you for your participation in the Public Safety Answering Point agreement with the Monmouth County Shared Services Program. As liaison to this department, I am proud to say that Monmouth County has developed one of the most successful shared services programs in New Jersey.

Through this advantageous program, municipalities, school districts, emergency services departments and institutions of higher education have reduced costs and increased efficiencies while continuing to deliver a high quality of services to their residents.

We are constantly working with our shared services partners to find new ways to improve and expand our shared services program. Together, we can help reduce the heavy tax burden on New Jersey residents and preserve the high quality of life our Monmouth County residents deserve.

Attached, please find your existing Public Safety Answering Point agreement as well as a new agreement. We are proud to have provided this shared service without an increase in 4 years. To continue offering the highest level of service, we will increase our fees in 2020 by 2%, in 2021 by 1.5% and in 2022 by 1%. Please execute a fully authorized resolution with your council, complete the new agreement, and mail directly to Elizabeth Perez, Shared Services Coordinator.

Thank you again for participating in the Monmouth County Shared Services Program. Please feel free to contact my office should you have any questions by emailing me at Thomas.Arnone@co.monmouth.nj.us or by calling me at 732-431-7396.

Sincerely,

Thomas A. Arnone

Thomas A. Arnone
Freeholder Director, Monmouth County

cc: Police Chief Michael Kelly via email

"SEPTEMBER 2d, 1609 THIS IS A VERY GOOD LAND TO FALL IN WITH AND A PLEASANT LAND TO SEE."

Entry in the log of Henry Hudson's Ship Half Moon made after the Dutch Explorer became the first European to come ashore in what was later known as Monmouth County

SHARED SERVICE AGREEMENT FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES BY THE COUNTY OF MONMOUTH, THROUGH THE MONMOUTH COUNTY SHERIFF'S OFFICE, COMMUNICATIONS DIVISION

THIS SHARED SERVICE AGREEMENT (the "Agreement") is made this ___ day of _____, 20____ by and between the COUNTY OF MONMOUTH, a body politic of the state of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and the MONMOUTH COUNTY SHERIFF'S OFFICE with its principal offices located at 2500 Kozloski Road, Freehold, New Jersey 07728 (hereinafter jointly referred to as the "County"), and BOROUGH OF OCEANPORT, in the County of Monmouth, a municipal corporation of the State of New Jersey, (referred to as the "Municipality").

IT IS AGREED:

1. **Services**.
   - The County, under the auspices of the Monmouth County Sheriff's Office, Communications Division, will serve as the Public Safety Answering Point (PSAP) for the Municipality, in accordance with the participation plan previously submitted by the Municipality. The County will provide all calls to the Municipality by call relay, transfer, or direct emergency dispatch, in accordance with the Municipality's participation plan. The system will meet the technical requirements and operational standards set forth in *N.J.A.C.* 17:24-1, *et seq.* The County will provide direct emergency dispatch services for Police, Fire and Emergency Medical Services (EMS) for the Municipality.
   - The County will provide computer related services to support any call taking and dispatching functions for the Municipality as may be required. Public safety software and related features/capabilities may include, but are not limited to, mobile client, field reporting, Computer Aided Dispatch (CAD) and records management.
   - The Municipality will maintain and support all local hardware, routers and air cards.

- The County will maintain and support all core infrastructure equipment and systems located at the Communications Division, which includes all routers and servers.
- If the Municipality decides to procure and utilize an Automatic License Plate Recognition (ALPR) system, then the County will physically store and maintain a server environment to host a regional ALPR system, subject to the following provisions:
    i. The Municipality shall procure and maintain all local equipment to operate an ALPR system, including all recurring costs associated with setting up the local ALPR system. This equipment shall include, but not be limited to client computers, local servers, cameras, network infrastructure to connect to the regional ALPR network.
    ii. The County shall have the Municipality's ALPR data available 24/7 or for the maximum uptime, given routine server service and unplanned outages.
    iii. The regional server environment shall be redundant, to minimize downtime and to ensure the highest level of system availability.
    iv. Both parties shall employ the same data security practices when utilizing the local ALPR system as is required when accessing and utilizing the National Crime Information Center (NCIC) system.

2. **Term**. The County shall provide said services for a three (3) year period commencing January 1, 2020, or as soon thereafter as the services begin, through December 31, 2022.

3. **Compensation**. The full 2020 fee to be paid by the Municipality shall be $112,200.00. The annual fee for the 2nd and 3rd years of the Agreement shall be subject to a 1.5% increase for each year. Upon receipt of a proper invoice from the County, the Municipality shall pay the annual fee on or about April 1st of each year.

Municipality contact person who handles billing:

Name: _____

Title: _____

Phone & Email: _____

4. **Authorization**. This Agreement is permitted under the New Jersey Uniform Shared Services and Consolidation Act pursuant to *N.J.S.A.* 40A:65-1, *et seq.*

5. **Indemnification**. The County shall defend, indemnify and save harmless the Municipality, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the Municipality may be subjected by reason of any actions or inactions by the County or its officers, agents or employees.

   The Municipality shall defend, indemnify and save harmless the County, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the County may be subjected by reason of any actions or inactions by the Municipality or its officers, agents or employees.

6. **Termination**. Either party may terminate this Agreement with a minimum of ninety (90) days written notice, with or without cause. The County explicitly reserves the right to terminate this Agreement upon immediate written notice for the following reasons:

   (a) The Municipality has failed to make timely payment for services rendered, in response to the County's invoice.

(b) The Municipality has failed to comply with the State and County system guidelines, provided that the Municipality has been notified of the failure(s) and not cured the failure(s) within a reasonable time following such notice.

7. **Filing of Agreement**. The Clerk of the County's Board of Chosen Freeholders shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs.

8. **Authority to Execute**. Each party to this Agreement represents to the other party that its governing body has duly adopted a resolution or ordinance authorizing the execution of this Agreement.

9. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

10. **Counterparts.** This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

11. **Notices.** Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the County:

County of Monmouth
Address: 1 East Main Street, Freehold NJ 07728
Attn: Elizabeth Perez, Shared Services Coordinator
Email: Elizabeth.perez@co.monmouth.nj.us
Fax:

To the Municipality:

Jeanne Smith, Borough Clerk

Borough of Oceanport

315 E. Main Street

Oceanport, NJ 07757

Email: jsmith@oceanportboro.com

Or to such other address or individual as any party may from time to time notify the other.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, attested and sealed by their respective and duly authorized officials.

COUNTY OF MONMOUTH

_____
By: Thomas Arnone
Title: Freeholder Director

Date: _____

ATTEST:

_____
Clerk of the Board

[MUNICIPALITY]

_____
By: John F. Coffey, II
Title: Mayor

Date: _____

ATTEST

_____
Municipal Clerk, Jeanne Smith

MONMOUTH COUNTY SHERIFF'S OFFICE

_____
By: Shaun Golden
Title: Sheriff

Date: _____

WITNESS/ATTEST:

_____

MONMOUTH COUNTY
Monmouth County Treasurer's Office
PO BOX 1256
FREEHOLD, NJ 07728-1256
(732) 431-7391 Fax (732) 409-4824

INVOICE

INVOICE NO: 2020-34

DATE: 12/30/2019

To: **Ms. Donna Phelps**
Borough of Oceanport
315 East Main Street
Oceanport, NJ 07757

	REVENUE NO.				
	0-01-08-105-191				

DATE	WORK ORDER	SERVICES	TERM	AMOUNT
12/30/2019	**2020-34**	**E911**	**1/1/20-12/31/20**	**$112,200**

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is reasonable one.

Signature: Craig R. Marshall Craig R. Marshall
Official Position: C.F.O./Treasurer
Tax ID: 21-6000881

Please return original invoice with remittance.
Make all checks payable to: Monmouth County Treasurer
If you have any questions concerning this invoice please call: (732) 431-7391.

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED TO PACERS EVENTS LLC FOR THE NJ MARATHON TO BE HELD APRIL 26, 2020 WITHIN THE BOROUGH OF OCEANPORT

Resolution #2020-69
02/20/20

WHEREAS, Pacers Events LLC made application for a Special Events Permit to hold the 2020 NJ Marathon and Half Marathon with a course that includes portions of Borough roadways; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to Pacers Events LLC for the 2019 NJ Marathon and Half Marathon to be held on April 26, 2020 in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

I certify that the foregoing Resolution #2020-69 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

Michael Fagliarone
Lieutenant

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

732.222.6300
Main

732.222.6301 ext 1015
Records

732.222.0945
Fax

To: Mayor Jay Coffey, Borough Administrator Donna Phelps, and Borough Clerk Jeanne Smith

CC: Capt. Michael Chenoweth, Lt. Michael Fagliarone, OEM Director Buzz Baldanza, First Aid Capt Fred Fillipone, Fire Chief Mike Lippolis.

From: Chief Michael P. Kelly, Oceanport Police Department

Date: February 4, 2020

Re: **Special Permit Application-2020 New Jersey Marathon**

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the 2020 New Jersey Marathon which will be held within the Borough on Sunday, April 26th.2020.
I have attached a map of Oceanport that identifies the course route.
Listed below are several proposed changes in the race:

1. All races, the half and full marathons, will start at 7:30am in the outer grandstand parking lots off of Oceanport Ave at Monmouth Park.
2. The course route remains the same as in past years. Numerous roadway closers will occur beginning at 6:50am. Roadways within Oceanport should be opened by 9:45am.

On December 16, 2019 members of the Oceanport Police meet with the contact person, Course Management Director, Jamie Thomas, Event Organizer Adam Zocks, and other marathon representatives in reference to the logistics of the event, as well as the planned route, the number of perspective participants. We also reviewed the course map.

This meeting will be the first of several meetings regarding Event security, logistics, planning and other contingency plans.

Based on the information gathered, the start area being in the same location at Monmouth Park, and the success the Marathon has obtained within Oceanport, I am recommending that the Mayor and Council approve the Special Permit application.

The same traffic and security plan will be in place as it has been in past years. We will make the necessary changes to the traffic and security plan for the proposed route changes. Notifications of the event, road closures, and detours will be made to the residents and motoring public. These advisories and notifications will be made weeks prior to, and up to the event, through social media, the Borough web page, news outlets, and sign boards.

I will notify your office of any changes concerning the location of the finish area and any other matters concerning the event.

info@oceanportpolice.org

BOROUGH OF OCEANPORT

Monmouth County, New Jersey

SPECIAL EVENT PERMIT APPLICATION

Event Name: Novo Nordisk NJ Marathon & Half Marathon Event Date(s): April 26, 2020

Event Type: Road race

Event Location: Start venue, Monmouth Park Racetrack. See course information attached.

Event Start Time: 7:30am Event End Time: 3:00pm (Long Branch)

Organization Name: Pacers Events LLC

Contact Name: Hilary Biggs Contact Phone #: 6098584535

Billing Contact: Pat Dalby Billing Phone #:

Billing Address: 1600 N Oak St, #308, Arlington, VA 22209 Billing Fax #:

Number of Roads to be utilized: See attached. Number of officers requested: TBD

Applicants must return this application to the Borough Clerk's Office, after which it will be forwarded to the Oceanport Police Department Traffic Safety Bureau for review. Once received, the event contact person will be contacted to meet or speak with the Traffic Safety Officer to discuss what will be required, prior to approval of the event.

NOTE: A map of the area, course or event may be required by Oceanport Police Department Traffic Safety Officer.

The number of officers required will be determined by the Oceanport Police Department based upon the type of event and the roadways affected.

Application fees listed at the end of this form do not include the fees required for traffic/security control officers as required by the Oceanport Police Department. Any traffic/security control fees required shall be submitted into escrow prior to the event date. An escrow sheet will be provided with the estimated cost for traffic/security control. If, during the course of the event, additional traffic control and or security is required, the event billing contact shall be required to submit the additional fees without delay. Any unused fees will be returned to the event billing contact.

APPLICABLE BOROUGH CODES:

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

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

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

ROAD CLOSURES - SUNDAY, APRIL 28, 2019 (as of 3/18/2019)					
NOVO NORDISK NJ MARATHON & 1/2 MARATHON					
STREET CLOSED	SIDE OF ROAD	CLOSED FROM	CLOSED TO	CLOSED	OPEN
OCEANPORT - Start to Mile 5.5					
Oceanport Ave	Whole road	Port au Peck Ave	Springfield Ave	7:15 AM	
Crescent Pl	Whole road	Oceanport Ave	Eatontown Blvd	7:15 AM	8:30 AM
Eatontown Blvd	Whole road	Crescent Pl	Wolfhill Ave	7:00 AM	8:30 AM
Wolfhill Ave	Whole road	Port au Peck Ave	Pemberton Ave	7:00 AM	8:30 AM
Pemberton Ave	Whole road	Wolfhill Ave	Oceanport Ave	7:00 AM	8:30 AM
Oceanport Ave	Whole road	Pemberton Ave	Port au Peck Ave	7:00 AM	8:45 AM
Port au Peck	Whole road	Oceanport Ave	Myrtle Ave	7:00 AM	8:45 AM
Myrtle Ave	Whole road	Port au Peck Ave	Monmouth Blvd	7:00 AM	9:00 AM
Monmouth Blvd	Whole road	Myrtle Ave	Pleasure Bay Bridge	7:00 AM	9:00 AM
Port au Peck	Whole road	Monmouth Blvd	Pocano Ave	7:00 AM	9:00 AM
Pocano Ave	Whole road	Port au Peck Ave	Comanche Dr	7:00 AM	9:30 AM
Comanche Dr	Whole road	Pocano Ave	Monmouth Blvd	7:00 AM	9:30 AM
Access lane for westbound traffic on Monmouth Blvd from Bayview Place to Myrtle Ave					
MONMOUTH BEACH - Mile 6.3 to Mile 7.6					
Patten Ave	Whole road	Lori Rd.	Wesley St	6:45 AM	10:00 AM
Wesley St	Whole road	Patten Ave	Tocci Ave	6:45 AM	10:00 AM
Tocci Ave	Whole road	Wesley St	Griffin St	6:45 AM	10:00 AM
Griffin St	Whole road	Tocci Ave	Riverdale Ave	6:45 AM	10:00 AM
Riverdale Ave	Whole road	Griffin St	Columbia Ave	6:45 AM	10:00 AM
LONG BRANCH - Mile 5.5 - Mile 6.3, Mile 7.6 - Mile 13.5 and Mile 23 - Finish					
Monmouth Blvd.	Whole road	Pleasure Bay Bridge	Patten Ave.	6:45 AM	9:45 AM
Patten Ave	Whole road	Monmouth Blvd	Patten Ave. Bridge	6:45 AM	9:45 AM
Columbia Ave	Whole road	Riverdale Ave	Church St	7:00 AM	10:15 AM
Church St	Whole road	Columbia Ave	Atlantic Ave	7:00 AM	10:15 AM
Atlantic Ave	Whole road	Church St	MacArthur Ave	7:00 AM	10:15 AM
MacArthur Ave	Whole road	Atlantic Ave	Avenel Blvd	7:00 AM	10:30 AM
Avenel Ave	Whole road	MacArthur Ave	Long Branch Ave	7:00 AM	10:30 AM
Long Branch Ave	Whole road	Avenel	Broadway	7:00 AM	10:30 AM
S. Broadway	Whole road	Long Branch Ave	2nd Ave	7:00 AM	10:45 AM
Broadway	Whole road	2nd Ave	3rd Ave	7:00 AM	10:45 AM
3rd Ave	Whole road	Broadway	Westwood Ave	7:00 AM	10:45 AM
Westwood Ave	Whole road	3rd Ave	Franklin Ave	7:00 AM	10:45 AM
Franklin Ave	Whole road	Westwood Ave	2nd Ave	7:00 AM	11:00 AM
2nd Ave	Whole road	Franklin Ave	West End Ave	7:00 AM	11:00 AM
West End Ave	Whole road	2nd Ave	Ocean Blvd	7:00 AM	11:00 AM
Ocean Blvd	Whole road	West End Ave	Brighton Ave	7:00 AM	11:00 AM
Ocean Ave	Whole road	West End Ave	Lawrence Ave	7:30 AM	2:30 PM
Ocean Ave	Whole road	Brighton Ave	Morris Ave	7:30 AM	2:30 PM
Ocean Ave / Construction	Whole road	Morris Ave	Melrose Ave	7:30 AM	2:30 PM
Ocean Ave	East side	Melrose	Laird	7:30 AM	2:45 PM
DEAL / ALLENHURST / LOCH ARBOUR - Mile 13.5 - Mile 16.5 and Mile 20.8 - Mile 23					
Ocean Ave	Whole road	Lawrence Ave	Neptune Ave	8:00 AM	1:45 PM
Phillips Ave	Whole road	Ocean Ave	Almyr Ave	8:00 AM	1:45 PM
Almyr Ave	Whole road	Philips Ave	Brighton Ave	8:00 AM	1:45 PM
Brighton Ave	Whole road	Almyr Ave	Ocean Ave	8:00 AM	1:45 PM
Ocean Ave (Allenhurst)	Whole road	Neptune Ave	Elberon Ave	8:00 AM	1:30 PM
Ocean Ave (Loch Arbour)	Whole road	Elberon Ave	Deal Lake Dr	8:00 AM	1:30 PM
Edgemont Dr	South side	Ocean Ave	Park Ave	8:00 AM	1:30 PM
ASBURY PARK - Mile 16.5 - Mile 17.9 and Mile 19.9 - Mile 21					
Park Ave Bridge	Eastern lane	Edgemont Dr	Deal Lake Dr	8:00 AM	12:30 PM
The southbound lanes will be open to traffic					
Deal Lake Dr	North side	Park Ave	Kingsley St	8:15 AM	12:30 PM
Athletes on roadway closest to the lake one way vehicular traffic on outermost lane					
Kingsley St	East side	Deal Lake Dr	7th Ave	8:15 AM	12:30 PM
7th Ave	North side	Kingsley St	Ocean Ave	8:15 AM	12:30 PM
Ocean Ave	East side	7th Ave	4th Ave	8:15 AM	12:30 PM
Boardwalk		Asbury Ave	Ocean Ave/Deal Lake Dr	8:15 AM	1:30 PM
OCEAN GROVE - Mile 17.9 - Mile 19.9					
Ocean Ave	East Side	Seaview Ave	Bath Ave	8:15 AM	1:00 PM
Ocean Pathway	South side	Ocean Ave	Central Ave	8:15 AM	1:00 PM
Central Ave	East side	Ocean Pathway	McClintock Ave	8:15 AM	1:00 PM
Center Pathway	Whole road	Central Ave	Ocean Ave	8:15 AM	1:00 PM
Ocean Ave	East side	Center Pathway	Broadway	8:15 AM	1:00 PM
Broadway	South side	Ocean Ave	Central Ave	8:15 AM	1:00 PM
Central Ave	Whole road	Broadway	Pilgrim Pathway	8:15 AM	1:00 PM

PACERS RUNNING

1600 North Oak Street #308
Clarendon, VA 22201

December 17, 2019

Mayor John Coffey
Borough of Oceanport
Borough Hall
222 Monmouth Blvd.
Oceanport, NJ 07757

Dear Mayor Coffey,

Please accept this letter as a formal request from Pacers Events, LLC and the Novo Nordisk New Jersey Marathon & Half Marathon to utilize the streets of Oceanport to run the 24th annual event on Sunday, April 26, 2020.

The weekend of events will include: NJ Marathon & Half Marathon Race Exposition presented by Diadora (April 24 & April 25) at Convention Hall in Asbury Park; and the Novo Nordisk NJ Marathon, Half Marathon, and Marathon Relay (April 26) starting in Oceanport and finishing in Long Branch.

We continue to work closely with Chief Kelly and the Oceanport Police Department to help guarantee both a safe and successful event for all participants and to minimize the race's impact on the residents of your community. We plan to use the same course through Oceanport as last year.

As the event approaches, we will supply the Oceanport Police Department with the final locations of all fluid stations, medical facilities, course entertainment and we will work closely with the borough with regard to the placement of all portable bathroom facilities. We can provide a certificate of insurance according to your requirements in February 2020.

If there is anything that I can do to be of service to Oceanport or if you need any additional race information please do not hesitate to ask.

We remain grateful for the continued support of the town of Oceanport. Thank you for your consideration.

Sincerely,

Hilary Biggs
Event Director, NJ Marathon & Half Marathon
Pacers Events, LLC
hilary@runpacers.com
(609) 858-4535

cc: M. Kelly, Chief of Police

RESOLUTION OF THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, NEW JERSEY AUTHORIZING THE EXECUTION OF A DEVELOPER'S AGREEMENT WITH MARTELLI DEVELOPMENT GROUP, LLC FOR APPROVED CONSTRUCTION AT BLOCK 121, LOT 4 IN THE BOROUGH

Resolution #2020-70
02/20/20

WHEREAS, the Borough of Oceanport, County of Monmouth (the "**Borough**") is a public body corporate and politic of the State of New Jersey; and

WHEREAS, Block 121, Lot 4 (more commonly known as the property located at 282 East Main Street), as shown on the Borough of Oceanport tax maps (the "**Property**") was the subject of an application before the Borough Planning Board (hereinafter the "**Board**") made by Martelli Development Group, LLC ("**Developer**") for preliminary and final major site plan approval, along with Use Variance, Bulk Variance and Design Waiver approvals, to demolish the existing structures and construct a mixed-use development at the Property (the "**Project**"); and

WHEREAS, the Board granted the Developer's application for approval of the Project by adoption of a resolution on May 14, 2019 (the "**Resolution**"); and

WHEREAS, the Borough and Developer desire to enter a Developer's Agreement to establish the terms pursuant to which the Developer shall undertake construction on the Project, and related matters; and

WHEREAS, the Resolution requires the Developer to enter into a Developer's Agreement with the Borough in connection with the Project; and

WHEREAS, the Developer's Agreement, a copy of which is on file with the Borough Clerk, between the Borough and Developer (the "**Agreement**") has been prepared by the Borough Redevelopment Counsel and has been reviewed and approved by the attorney for the Developer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, NEW JERSEY, as follows:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Borough hereby authorizes the Mayor to execute the Agreement, substantially in the form on file at the Borough Clerk's Office, with such amendments, revisions and changes determined to be necessary by the Mayor in consultation with Borough professionals.

Section 3. If any part of this Resolution shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 4. A copy of this resolution shall be available for public inspection at the offices of the Borough.

Section 5. This resolution shall take effect in accordance with applicable law.

I certify that the foregoing Resolution #2020-70 was adopted

by the Oceanport Governing Body at the Regular Meeting held
February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

Record and Return to:
William P. Opel, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

DEVELOPER'S AGREEMENT

(Block 121, Lot 4 on the tax maps of
the Borough of Oceanport, Monmouth County)

THIS DEVELOPER'S AGREEMENT (hereinafter referred to as the "Developer's Agreement"), is made and executed this_____day of _____, 2020, by and between:

The Borough of Oceanport
315 E. Main Street
Oceanport, New Jersey 07735

and

Martelli Development Group, LLC
716 Newman Springs Road, Suite 367
Lincroft, New Jersey 07738

Affecting all or a portion of real estate known as Block 121, Lot 4 on the Oceanport Borough Tax Map, and more commonly known as the property located at 282 East Main Street, Oceanport, New Jersey (the "Property"), as more particularly described on the metes and bounds description attached hereto and made a part hereof as **EXHIBIT A**; and

WHEREAS, the Borough of Oceanport ("the Borough"), is a public body politic and corporate of the State of New Jersey; and

WHEREAS, Martelli Development Group, LLC (the "Developer") is the developer of Block 121, Lot 4, which is located in the Borough's Village Center Zone; and

WHEREAS, the Developer applied to the Planning Board of the Borough of Oceanport (the "Board"), requesting preliminary and final major site plan approval, along with Use Variance, Bulk Variance and Design Waiver approvals to demolish the existing structures and construct a

mixed-use development at the Property, the residential portion of which will include certain units set aside for affordable housing (the "Project"); and

WHEREAS, the Board took jurisdiction and conducted a public hearing on the Developer's application at its meetings on April 9, 2019, at which time the Board considered the application materials submitted and plans and reports presented; and the Board voted to grant the Developer preliminary and final major site plan approval, along with Use Variance, Bulk Variance and Design Waiver approvals, with said approvals being memorialized by way of written Resolution adopted by the Board on May 14, 2019. A copy of the Resolution granting the above-referenced approval is made part of this Developer's Agreement and attached hereto as **EXHIBIT B**; and

WHEREAS, the Developer submitted and the Board approved the following plans:

> Preliminary and Final Major Site Plan Set (11 sheets), prepared by InSite Engineering, LLC, last revised February 27, 2019.

(hereinafter collectively referred to as the "Approved Plans," as same may be further revised and amended) copies of which are attached hereto as **EXHIBIT C** and are made a part of this Developer's Agreement by reference as though fully set forth at length herein; and

WHEREAS, the Board has approved the application of Developer and granted the Approval on the condition that the Developer, its duly authorized agent(s) or its assignees(s), enter into this Developer's Agreement with the Borough prior to the commencement of any on-site construction, pursuant to Board Resolution PR-19-14 and Chapter 250 of the Borough Code of General Ordinances ("Borough Code"); and

WHEREAS, the Approval calls for satisfaction of outstanding planning and engineering review comments and recommendations, as contained in the Board's Planning ("Planning Consultant") and Engineering Consultant's ("Engineering Consultant") memoranda, which are made a part of this Developer's Agreement as though set forth fully at length herein; and

WHEREAS, the Approval calls for certain improvements and the Developer has agreed to construct these improvements pursuant to the Approved Plans, Approval, and representations

made to the Board, all of which are made a part of this Developer's Agreement, as though set forth fully at length herein; and

WHEREAS, the Approval requires and the Developer has agreed, in accordance with Board Resolution PR-19-14 and the Borough Code, that the Application meet certain conditions prior to being provided with approval to commence on site construction.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, understandings, and agreements herein contained herein, and the sum of one ($1.00) dollar in lawful money of the United States of America, the receipt and sufficiency of which is hereby acknowledged by each party, and for good and valuable consideration, the parties, their successors, and assigns, agree as follows:

1. **Application of the Agreement**. The terms and conditions of this Developer's Agreement shall be applicable to the Property and the Project, and any off site or off tract improvements relating to the Project. This Developer's Agreement shall apply only to this Project by the Developer.
2. **Developer Bound**. The Developer agrees to be bound by the Approval, and all representations, commitments, matters of fact and matters of law which constitute the file and record of the Board, oral and written, all of which are made a part of this Developer's Agreement by reference hereto as though fully set forth herein, and it will faithfully discharge all of the obligations and commitments thereof.
3. **Construction Subject to Ordinances**. The Developer shall construct and design all improvements in accordance with the specifications of the Land Use Ordinances of the Borough, as amended to date, in a manner satisfactory to the Borough Engineer ("Borough Engineer") and in accordance with the improvements set forth on the Approved Plans. Developer shall perform all work in full compliance and observation of all ordinances of the Borough. The Developer shall be responsible for securing any and all permits required by law including, but not limited to, road opening permits and any and all

other permits required by the ordinances of the Borough and to pay the requisite fees called for under the appropriate fee schedules.

4. **Performance Guarantees**. Prior to commencing construction, and the issuance of the initial construction permit, Developer (in this paragraph only the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor) shall provide the following:

a. A performance guarantee in the amount of **$17,742.00** for the installation of improvements identified on the Approved Plans (the "Performance Guarantee"). The Performance Guarantee may be released by resolution of the Borough, and in accordance with the terms of *N.J.S.A*. 40:55D-53 (the "Municipal Land Use Law" or "MLUL"), upon partial or complete construction as provided in *N.J.S.A*. 40:55D-53, and the posting and acceptance of a maintenance bond, as may be required by the Borough. The Performance Guarantee shall be provided by the Developer to the Borough in a form acceptable to the Borough Attorney, and in accordance with the estimates issued by the Borough Engineer, attached hereto as **EXHIBIT D** and made a part hereof. The Performance Guarantee shall be comprised of cash or the following:

1. a letter of credit, surety bond or certified check in the amount of **$15,967.80**.

2. a cash deposit or certified check in the amount of $**1,774.00** constituting ten (10%) percent of the Performance Guarantee.

b. Inspection fees in the amount of **$9,257.83**. In accordance with Section 53h. of the MLUL, the Developer shall have the option of paying the inspection fees in four installments. The initial amount deposited by the developer shall be 25% of the inspection fees. When the balance of the deposit drops to 10% of the inspection fees because the amount deposited has been reduced by the amount paid to the municipal engineer for inspection, the developer shall make additional deposits of 25% of the inspection fees

Every bond, whether cash or surety, shall contain a clause to the effect that a determination made by the Borough Engineer that the principal has defaulted in the performance obligations shall be binding and conclusive upon the surety and the principal. The Developer and/or third parties on behalf of the Developer may object by formal written notice and/or cure said default within ten (10) days after being notified in writing, by

certified mail, of the Borough Engineer's determination of default. The cash portion may be utilized by the Borough upon default of the Developer, and/or third parties on behalf of the Developer, to cure any defect or breach under this Developer's Agreement. Sureties shall be instructed to indicate that the guarantee automatically continues if the work is not completed by the stated expiration date. In addition, all taxes, assessments, escrows and fees for the Property must be paid prior to the release of the Performance Guarantee. The amount of the Performance Guarantee may be reduced in accordance with the provisions of *N.J.S.A*. 40:55D-53 when portions of improvements have been completed and accepted. The Performance Guarantee shall be fully released when all improvements have been complete and accepted and Developer has posted the Maintenance Guarantee required under Section 16.

5. **Replacement Bond**. (In this paragraph only, the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor)

   a. In the event that any insurance company, financial institution or other entity issuing a Performance Guarantee hereunder shall be subject to a reorganization, rehabilitation, other action whereby a state or federal agency has taken over management of the entity, or, if in the reasonable opinion of the Borough, the circumstances and condition of the entity results in the Borough declaring that it believes that its interests are jeopardized, within forty-five (45) days of such written notification, the Developer and/or third parties on behalf of the Developer shall replace the Performance Guarantee(s). If requested by the Developer and/or third parties on behalf of the Developer, the Borough shall adopt a resolution conditionally releasing the jeopardized Performance Guarantee(s) subject to the posting of satisfactory substitute guarantee(s).

   b. In the event any Performance Guarantee shall lapse, be cancelled or withdrawn or otherwise not remain in full force and effect, the Developer and/or third parties on behalf of the Developer, until an approved replacement guarantee has been deposited with the Borough, will, if required by the Borough Engineer, cease and desist any and all work on bonded improvements unless the required improvements under the Board approval and this Developer and/or third parties on behalf of the Developer's Agreement have been completed and approved by the Borough Engineer.

6. **Engineering Escrows and Legal Fees**. The Developer shall deposit with the Borough inspection fees in accordance with the Oceanport Borough Code and Paragraph 4(b) hereof prior to the issuance of any building permit. Over and above any costs associated with filing fees, such escrow deposit is to cover the legal costs associated with the review of applications, both as to completeness and as to content; for the review and preparation of documents, including, but not limited to; drafting resolutions, ordinances, easements, this Developer's Agreement, and any necessary correspondences with Developer, Developer's professionals, the Borough and/or its professional personnel, including, but not limited to, the Borough Engineer; and to cover the costs associated with services to be rendered by the Borough Engineer or his/her authorized representatives or other approving authority in connection with the inspections of the improvements of the Project. The Borough Attorney and the Borough Engineer will bill the Developer at the same hourly rate and in the same manner as it bills the Borough. Said monies will be held and administered in accordance with Section 53.1 and 53.2 of the MLUL and its subsections.

Upon completion of all improvements at the Project, should any deposit monies be left over in escrow, the unused balance shall be paid to Developer in accordance with Section 53.2(d) of the MLUL. Alternatively, should there be a shortage of funds in escrow to cover the legal or engineering inspection costs described herein, the Developer shall pay the additional amount as certified by the Borough Chief Financial Officer.

7. **Building Permit**. In consideration of the execution of this Developer's Agreement, the posting of the guarantees and deposits as herein required, and after complying with the terms and conditions of the Approval with respect to this Project, including, but not limited to, satisfaction of the conditions precedent for the issuance of a building permit, Developer shall be entitled to a building permit for this Development after proper application has been made to the Construction Official of the Borough and subject to this Developer's Agreement and all laws, rules and regulations applicable to this Development.

8. **General Provisions**. It is further understood and agreed between the parties hereto as follows:

a. The Developer will comply with the Land Development Ordinances of the Borough of Oceanport and all other applicable ordinances of the Borough.

b. The Developer agrees to place all new on-site utilities underground.

c. Road excavation and grading operations, if any, shall be under the supervision of a licensed professional engineer so that rainfall run-off will not create serious problems or erosion flooding or the deposit of mud and debris on abutting properties. Said engineer shall advise the Borough Engineer of the measures to be taken that will afford this protection.

d. Connections to existing sanitary sewers shall be plugged at the start of construction and shall not be opened until the line has passed a leakage test and has been inspected and approved by the Borough Engineer or her/his authorized agent.

e. Where required by the Construction Code Official and Borough Engineer, a site development plan shall be submitted before issuance of a building permit in order to ensure adequate means of ingress and egress to the Property, as applicable.

f. The Developer shall include within its maintenance bond all landscaping.

g. No construction vehicles and equipment shall park on existing Borough streets. Hours of construction, including, installation of any improvements, shall be 7:00 a.m. to 7:00 p.m., Monday through Friday and 8:00 a.m. to 7:00 p.m. on Saturday, unless required by outside agencies. There shall be no construction on Sunday.

h. The Developer shall provide for the use by all persons employed in the construction of all of the aforesaid improvements easily accessible toilet facilities. Such toilet facilities shall be installed within twenty-four (24) hours of the commencement of the construction of the Project, and their use shall be terminated within twenty-four (24) hours of completion of the Project and upon approval of the Board of Health.

I. The Developer shall obtain all approvals required from any other governmental agencies with jurisdiction relating to the Developer's Project. The Developer shall be required to implement the Soil Erosion and Sediment Control Plan prior to the commencement of site construction.

j. The Developer shall construct the Project in accordance with the Approved Plans to reflect the requirements of the Approval.

k. Prior to site disturbance, the Developer shall have a pre-construction meeting with the Borough Engineer and submit an Affidavit of Compliance demonstrating compliance with all of the conditions of approval and possession of all necessary governmental approvals. The Affidavit of Compliance shall list the approvals

required and obtained and separately identify each condition that is satisfied or is being satisfied.

l. Developer shall comply with all requirements of all ordinances of the Borough and all proper recommendations of the Borough Engineer and the Borough Board of Health.

m. Developer shall pay all Oceanport Borough sewer and water connection fees, as applicable.

n. Developer shall obtain any permits or approvals required from Freehold Soil Conservation District, if applicable; and shall obtain any approvals or permits required from the New Jersey Department of Environmental Protection, including, but not limited to, sanitary sewer, if required.

o. Developer shall comply with all reports, if any, of the Borough Department of Public Safety, Division of Fire; Department of Public Safety, Division of Police; and Division of Health.

p. Developer shall comply with any and all other Municipal, County, State and Federal regulations, including the New Jersey Department of Transportation, if required, and shall obtain all necessary approvals prior to the commencement of construction and shall secure such other approvals or permits required from all agencies, boards or bodies having jurisdiction over the Application or over the Property.

9. **Drainage and Grading**. Drainage and grading shall be as follows:

a. All springs with water emanating therefrom shall be piped to the nearest available storm sewer or as otherwise set forth in the Approved Plans in a manner approved in writing by the Borough Engineer.

b. The Developer will ensure that all areas in the Project will be properly graded and properly drained and will in this regard obey all reasonable instructions of the Borough Engineer relating thereto to assure compliance with the grading and drainage provisions approved by the Planning Board.

c. The Developer shall ensure that no stumps, dead trees or debris related to or resulting from the construction of the Project are deposited on or permitted to remain on any portion of the Property, and that no stumps, dead trees or debris are deposited below the surface of the earth.

d. In the event that any drainage problem is created on adjoining properties by the development of this Project, corrective measures shall be taken within the area limits of the Project, at such places and in such manner as the Borough Engineer may reasonably require.

e. Prior to construction the Developer and the Borough Engineer shall examine the Borough's storm sewers that may be affected by this construction, if any, in order to determine whether there is any additional soil or debris to be removed after the completion of construction. Subsequently, the Developer will remove silt deposited

in the Borough's storm sewers, brooks and catch basins or other drainage areas resulting from the wash down of soil or debris in the course of the construction. Any reasonable instructions given by the Borough Engineer to prevent such wash down shall be promptly carried out.

f. There shall be no building permits issued or impervious surfaces (excluding curbs) constructed until sufficient detention facilities and drainage improvements are constructed and operational in accordance with the soil erosion sediment control plan.

10. **Conditions of Approval**. The Developer shall also comply with the following terms and conditions in connection with the Approval, along with any variances or waivers granted by the Board and as set forth in the Approval, including, but not limited to:

a. The Developer agrees to satisfy outstanding planning review comments and recommendations contained within the Board's Planning and Engineering Consultant's Review Memorandum, dated March 26, 2019, attached hereto as **EXHIBIT E** and made a part hereof, and as may thereafter be amended or reissued for Approval compliance.

b. The Developer agrees to satisfy outstanding planning review comments and recommendations contained within the Borough Planner's Review Memorandum, dated March 27, 2019, attached hereto as **EXHIBIT F** and made a part hereof, and as may thereafter be amended or reissued for Approval compliance.

c. Pursuant to Board Resolution PR-19-14 and Chapter 250 of the Borough Code, the Developer will enter into this Developer's Agreement with the Borough prior to the commencement of any on-site construction. The sequence of construction of the approved development shall be in accordance with the construction sequencing as contained in the final revised and approved version of the Approved Plans as attached hereto as **EXHIBIT C**, which is made a part of this Developer's Agreement as though set forth fully at length herein.

d. The Developer shall post any required guarantee or bond to cover a portion of the cost to replace any tree being installed as part of the approved application that dies or becomes damaged, as applicable.

e. This Developer's Agreement is contingent upon the Developer having paid all outstanding taxes, municipal charges, application fees and escrow fees and any such fees which may become due after the execution of this agreement.

f. All the conditions contained in the Approval of the Board and in the record or the proceedings before the Board, including any agreements made by the Developer were essential to the Board's decision to grant the Approval and the Borough decision to approve this Developer's Agreement. The development of the Property shall be implemented in accordance with the Approved Plans. In the event the Developer shall make or propose any changes to the Project or structures on the Property from those shown on the Approved Plans, whether such changes are voluntarily undertaken or required by any other regulatory agency, Developer shall

resubmit such changes to the Board for review and determination, unless the Borough agrees in its sole discretion that such change can be handled administratively.

g. Developer shall be responsible for the payment of any applicable residential development fees pursuant to the Borough Code, unless otherwise exempt from such obligations pursuant to the provisions contained therein or through the Approval.

h. Prior to performing any required road improvements to the adjoining roads, if any, the Developer shall submit to the Borough a plan for traffic control during the installation of the improvements, which must be approved by the Borough prior to the improvement's commencement.

i. All improvements and other amenities such as curbs, gutters, sidewalks, underground storm water management system, *etc*. shall be constructed in accordance with the applicable Residential Site Improvement Standards, as and if applicable, all Borough Standards and all applicable building codes in a professional and workmanlike fashion.

j. Developer shall obtain approvals of any other governmental agency having jurisdiction over the site's approval, including, but not limited to, the Department of Environmental Protection's wetlands permit, as required.

11. **Maintenance of Property**. During the course of construction and until the time of final acceptance of improvements, Developer shall:

a. Except as reasonably necessary during construction, keep the Property reasonably free of dirt, stone, mud and other debris, and further agrees to use every effort to prevent dust from blowing on any neighboring properties in the Borough;

b. Keep any streets or roadways, whether Borough, County or State owned, or whether under construction, used by trucks or equipment of the Developer or his agents, reasonably clean; and

c. Maintain and keep all storm drainage within the Property free from accumulation of debris and leaves. "Final acceptance of improvements" for the purpose of this provision is deemed to be the date upon which the improvements are accepted by the Borough Council of the Borough of Oceanport and the final maintenance guarantees for same are posted with the Borough.

12. **Borough Observation, Access and Inspections**. The Borough, its consultants, employees and agents, shall be given free access to observe construction of the subject Project, including, but not limited to, roadways, sanitary sewers/septics, water mains/wells, storm sewers, landscaping for buffer areas, street lighting, woodland management and

appurtenances associated with the Approved Plans, provided the Borough shall use reasonable care not to interfere with any construction activities. The purpose of such observations shall be limited to providing the Borough with a greater degree of confidence that such improvements will be constructed in accordance with the Developer's Approved Plans. The Borough, or its representatives, consultants, employees or agents, shall not supervise, direct or have control over the Developer's work during such observations, nor as a result thereof, shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer for safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer is not an agent or employee of the Borough.

13. **Stormwater Management System**. The Developer shall, construct, manage and maintain all storm water management systems and facilities and shall continue to manage, maintain and keep in good repair such systems and facilities so long as such systems and facilities are used or exist, and in accordance with the Oceanport Borough Code and applicable N.J.D.E.P. rules and regulations or similar governmental or quasi-governmental rules and regulations as may be amended form time to time.

14. **Withholding Permits/Certificates of Occupancy**. Developer understands and agrees that in the event it is in violation of any of the terms of this Developer's Agreement, the Borough may, in its sole discretion, upon written notice to Developer with a reasonable opportunity to cure, withhold the issuance of any further building permit(s) and/or certificate(s) of occupancy for each phase of construction, as applicable, until the violation has been corrected.

15. **Completion of improvements**. All improvements contemplated in this Developer's Agreement and in the Approval shall be performed and completed to the satisfaction of the Borough Engineer and Construction Code Official within a period of two (2) years from

the date of the issuance of the first building permit or site disturbance, or such additional periods of time as may be granted by the Borough in accordance with Section 52 of the MLUL, and prior to the issuance of a Certificate of Occupancy, pursuant to the terms and conditions of the Approval. In the event of an extension, the Borough may annually review the amount of the Performance Guarantee with regard to its sufficiency to ensure faithful completion of remaining required improvements and if found insufficient, may require the Developer to increase the amount of the Performance Guarantee. In the event the aforesaid improvements are not completed within that period, or the time period as extended hereunder, the Borough reserves the right to not issue any certificate(s) of occupancy or building permit(s) for the subject Property, and the Developer hereby authorizes the Borough to utilize so much of the Performance Guarantee deposited herewith to complete all of the said improvements in accordance with the applicable ordinances, rules, regulations, standards and specifications of the Borough. In the event the cost of completing said improvements exceed the amount deposited herewith, the Developer shall be liable to the Borough for any such excess and its obligations under the within Developer's Agreement shall continue in full force and effect until full payment is made. The issuance of a certificate of occupancy by the Borough within the two (2) year period shall not be deemed a waiver for defects ascertained during said period or subsequent thereto.

16. **Maintenance Guarantee**. (In this paragraph only the term “Developer” shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer’s General Contractor). Upon completion of the construction of the improvements, including any required landscaping, and prior to the release of the Performance Guarantee, the Developer shall post maintenance guarantees with the Borough, in accordance with Section 53 of the MLUL, appropriately secured in form and in the amount of **$2,432.48**, conditioned on the Developer maintaining all of such improvements for a period of two (2)

years therefrom. Upon posting and acceptance of said maintenance guarantee, the Performance Guarantee shall be released by the Borough.

17. **Release of Plans**. Any payments of fees and posting of bonds or other Performance Guarantee required to be performed by the Developer in this Developer's Agreement, unless specifically set forth herein otherwise, shall be done and/or performed prior to the signing of the Approved Plans for release to the Developer for issuance of Building Permits.

18. **Assignment/Sale of Property**. In the event the Property and Approved Plans are sold or otherwise conveyed by this Developer prior to the installation of all improvements, the Developer and the subsequent qualified developer must execute an Assignment and Assumption Agreement, in writing, and in a form which is acceptable to the Borough Attorney, with regard to conditions, covenants and agreements contained in this Developer's Agreement, providing that this Developer shall remain primarily liable for all the obligations created in this Developer's Agreement, until the subsequent developer assumes same and this Developer is released. In addition, a new Performance Guarantee must be submitted to the Borough by the subsequent developer for work not yet done, and it shall be reviewed by the Borough Attorney as to form and content, prior to acceptance of the new Performance Guarantee. Upon such acceptance of the subsequent developer's Performance Guarantee, Borough shall release the Developer's Performance Guarantee. At such time the term Developer shall be deemed to refer to the subsequent developer.

19. **Records.** The Borough Engineer shall keep records of inspections and related reviews and the costs thereof, and, upon the Developer's written request, said records shall be made available for inspection by the Developer or its representatives, not more than quarterly, and upon reasonable notice, during the regular business hours of the Borough Engineer.

20. **Record Drawings**. The Developer shall provide record drawings of all improvements and utilities, including, but not limited to, water, sanitary sewer, storm drainage, street lighting and woodland management as implemented and constructed by the Developer both within the Property and off-tract, if required. Said record drawings shall be in conformance with applicable Borough standards and shall be both in hard copy and in pdf format. A final survey of each lot must be submitted at the time of request for a Certificate of Occupancy.

21. **Developer's Conveyances**. If the Developer is required by indication on the Approved Plans, Board approval, or as agreed to by both parties hereto to convey to the Borough any drainage, storm sewers, sanitary sewers, sidewalks easements, conservation or trail easements, sight triangle easements and other similar public rights and/or areas, the same shall be accomplished by a written deed or easement. All such deeds or easements, if any, shall be reviewed and approved by the Borough Attorney and Borough Engineer as to form and content, which approval shall not be unreasonably withheld, and the same shall be recorded contemporaneously with this Developer's Agreement. All recording costs shall be the responsibility of the Developer.

22. **Compliance with Applicable Laws**. The Developer shall comply with all laws and regulations of the State of New Jersey, County of Monmouth and Borough of Oceanport. In addition, Developer shall comply with all environmental laws and regulations of the Federal and State Governments, including, but not limited to, the State Flood Control Facility Act (*N.J.S.A*. 58:16A-1, et seq.), Flood Hazard Area Control Act (*N.J.S.A*. 58:16A-51 *et seq*.), the Spill Compensation and Control Act (*N.J.S.A*. 58:1023.11 *et seq*.), the Industrial Site Recovery Act (*N.J.S.A.* 13:1K-6, *et seq*.), the Worker Community Right to Know Act (*N.J.S.A*. 34:5A-1 *et seq*.), the Noise Act of 1971, (*N.J.S.A*. 13:1G-1 *et seq*.), the Freshwater Wetlands Protection Act (*N.J.S.A*. 13:9B-1 *et seq*.), the Water Pollution Control Act, (*N.J.S.A*. 58:10A-1 *et seq*.), the Safe Drinking Water Act (*N.J.S.A*. 58:12A-1 *et seq*.), the Solid Waste Management Act (*N.J.S.A* 13:1E-1 *et seq*.), the Realty

Improvement and Sewerage Facilities Act (*N.J.S.A* 58:1123, *et seq*.), and any other environmental acts or regulations adopted by the Federal, State, County or local government. Failure to comply with these laws and any violations thereof shall be deemed to be a breach of this Developer's Agreement. To the extent the Borough must bring an action for compliance with this Developer's Agreement, defend or participate in any litigation with regard to said laws or regulations related to the Developer's Property and/or actions, whether purposeful or negligent, any such action shall be subject to the provisions set forth in Paragraph 23 below. In addition and as stated in Paragraph 23 below, the Developer shall indemnify and hold harmless the Borough, its officials, officers, agents, servants, representatives, employees harmless for any and all such violations and shall reimburse the Borough for any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of any kind and nature, including, but not limited to court costs and attorneys' fees, entered against the Borough as a result of the purposeful or negligent acts of the Developer.

23. **Indemnification and Attorneys' Fees**. Developer agrees to indemnify and hold harmless the Borough, its officials, officers, agents, servants, representatives, and employees from and against any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of every kind and nature arising from the purposeful or negligent acts of Developer or arising out of Developer's failure to perform its obligations pursuant to this Developer's Agreement, including any action or failure to act by the Developer in violation of this Developer's Agreement. Such indemnification and/or hold harmless obligation shall extend not only to any damages but to costs and expenses of litigation, including, but not limited to, expenses and fees in connection with the engagement or utilization of any fact or expert witnesses, court costs and attorneys' fees. When requested by the Borough, the Developer agrees to aid and/or defend the Borough, its officials, officers, agents, servants, representatives and employees, in the event any or all of same are named as a defendant

or defendants in any action concerning the performance of work at the development site pursuant to this Developer's Agreement. In the event the Borough is involved in any litigation, or other similar action, whether initiated by the Borough or others, to the extent such action relates directly to the terms of this Developer's Agreement or the Developer's performance hereunder, the Developer agrees to pay and reimburse the Borough for any and all costs and expenses, including, but not limited to, reasonable attorneys' fees, court costs and expert witness fees. The Borough shall have the option of having such fees taxed in the underlying action, or maintaining a separate action for same. This stipulation shall not apply to any actions or litigation filed against the Borough where the litigation is attributable to wrongful conduct on the part of the Borough, its agents or employees

24. **Reliance of Borough**. The Developer further acknowledges and understands all of the conditions contained in this Developer's Agreement and the record of the proceedings in this matter, including any and all agreements made by the Developer with the Board and incorporated in the Approval, as well as the Approved Plans, are hereby deemed to be essential to the Borough's decision to enter into this Developer's Agreement. In the event of a breach of any such conditions, the failure of the Developer to adhere to the terms of any agreement incorporated within the Approval or this Developer's Agreement or any deviation from the Approved Plans (except for minor or field changes approved by the Borough Engineer) the Borough through the Borough Engineer may within the limits of his authority under law, and upon written notice reasonable under the circumstances, and opportunity to cure, suspend the right of the Developer to obtain additional construction permits, certificates of occupancy or any and all other governmental authorizations in order to continue developing the Project until such time as the violation has been corrected. If during the course of construction and installation of the Project, it shall be reasonably determined by the Developer and the Borough Engineer that minor revisions to the Developer's Approved Plans are necessary and/or appropriate; the Developer will

undertake such reasonable design and construction changes as may be approved by the Borough Engineer as field changes.

25. **Deeds and Affidavits of Title**. Developer shall provide to the Borough such documents, including, but not limited to, Deeds, Certificates, Affidavits of Title and Corporate Resolutions to, as are necessary, convey valid and marketable easements of fee title, as the case may be, to such dedications of Property or easements, if any, as are revealed in the Approved Plans.

26. **Recording of this Agreement**. The Borough Attorney shall record this Developer's Agreement, without Exhibits, in the Monmouth County Clerk's Office and submit a fully executed recorded copy to the Developer or to the Developer's attorney. All recording costs shall be borne by the Developer. Upon completion of all obligations hereunder as evidenced by expiration of the two (2) year maintenance bond, the Borough agrees to provide Developer with a release of this Developer's Agreement in form suitable for recording with the Monmouth County Clerk.

27. **Severability**. If any terms or conditions herein are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

28. **Governing Law, Forum Selection, and Waiver of Jury Trial.** The Parties agree that this Developer's Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Developer's Agreement and the transactions contemplated thereby. Each of the parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Monmouth County, in any such suit, action or proceeding and to the laying of venue in such Court. Each party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably

waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The parties further agree that any claims relating to or arising out of this Developer's Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

29. **Defects - Improvements**. For a period of two (2) years after the acceptance of the improvements by the Borough, Developer agrees to maintain the site improvements covered by the maintenance guarantee.

30. **Notices**. All notices required or permitted under this Developer's Agreement shall be in writing by certified mail, return receipt requested, to the addresses set forth herein or as otherwise designated by the parties in writing.

31. **Successors**. This Developer's Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns. If the Developer hereafter transfers title to the subject lands to the name of any individual or corporation, said new owner shall have the rights and obligations afforded by this Developer's Agreement.

32. **Insurance Coverage**. The Developer (In this paragraph only the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor) shall purchase and maintain during the construction of the improvements a Comprehensive General Liability Insurance Policy, or be self-insured, with minimum limits of One Million ($1,000,000.00) Dollars per occurrence, and One Million ($1,000,000.00) Dollars in the aggregate. Said insurance coverage shall be in accordance with the requirements of the Borough Attorney. The policy shall indicate the Borough of Oceanport as an additional insured with respect to its interest in work performed by the above named insured at the above-named Project. The coverage shall include endorsements for Broad Form Property Damage; explosion, collapse and underground hazards; completed operations; and contractual liability. The contractual liability coverage shall specifically apply to the above indemnification clause. It shall

indemnify the Borough, its officials, officers, agents, servants, representatives and employees. All liability coverage shall be on an occurrence basis. Certificates of Insurance evidencing the foregoing coverage shall be provided to the Borough before work on the improvements begins and on an on-going basis, as the insurance is reviewed from time to time.

33. **Voluntary Agreement**. Developer herein represents that it has voluntarily entered this Developer's Agreement and it has not been executed under duress or coercion imposed by the Borough or its representatives, and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Developer's Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and are undertaking them voluntarily. Accordingly, Developer herein covenants and agrees that it will not bring any action against the Borough with respect to the obligations assumed by Developer under this Developer's Agreement, which has been mutually negotiated between the parties, unless the Approval giving rise to this Developer's Agreement is hereinafter amended or modified by proper resolution or action of the Board.

34. **Non-Reliance**. Developer acknowledges that it has not relied upon any cost estimates or opinions furnished by the Borough, including the Borough Engineer or Consulting Engineer(s), if applicable, and the Developer has satisfied itself as to the anticipated construction costs of the improvements set forth herein prior to the execution of this Developer's Agreement.

35. **Entire Agreement**. This instrument contains the entire agreement between the parties hereto and no statement, promise or endorsement made by any party hereto, or agent of any party hereto, which is not contained in this written contract or the instruments incorporated herein by reference, shall be valid or binding; and this Developer's

Agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed thereon. Nothing herein shall be deemed a waiver of other existing municipal construction requirements or any conditions contained in the Approval.

36. **Waiver, Modification, Cancellation.** Any waiver, alteration, or modification of any of the provisions of this Developer's Agreement or cancellation or replacement of this Developer's Agreement shall not be valid unless in writing and signed by the parties.

37. **Execution of Additional Documents and Binding Effect.** This agreement shall be binding not only upon the parties hereto, but also their heirs, executors, administrators, representatives, successors and assigns, and the parties hereto agree for themselves and their heirs, executors, administrators, representatives, successors and assigns to execute any instruments in writing which may be necessary or proper for the carrying out of the intent and purposes of this agreement.

38. **Gender.** In all references made herein to any parties, person, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the usage may require.

39. **Exhibits.** The following "Exhibits" are attached hereto and made a part of this Developer's Agreement and the Developer shall comply with all terms and conditions stated therein:

EXHIBIT A: Description of Property.

EXHIBIT B: Resolution adopted by the Board on May 14, 2019.

EXHIBIT C: Approved Plans: Preliminary and Final Major Site Plan Set (11 sheets), prepared by InSite Engineering, LLC, last revised February 27, 2019.

EXHIBIT D: Borough Engineer Performance Guarantee estimates dated January 13, 2020.

EXHIBIT E: Board Planning and Engineering Consultants' Review Memorandum, dated March 28, 2019.

EXHIBIT F: Borough Planner's Review Memorandum, dated March 27, 2019.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly executed this Developer's Agreement as of the date first above written.

ATTEST:

_____
Jeanne Smith, Borough Clerk

BOROUGH OF OCEANPORT

By: _____
John F. Coffey, II, Mayor

WITNESS:

_____
Name:
Title:

MARTELLI DEVELOPMENT GROUP, LLC

By: _____
Name: Salvatore J. Martelli
Title: Managing Member

STATE OF NEW JERSEY)
) ss.
COUNTY OF MONMOUTH)

I CERTIFY THAT ON, _____, 2020, Salvatore J. Martelli, personally came before me and acknowledged under oath, to my satisfaction, that:

(A) this person is the Managing Member of Martelli Development Group, LLC, named in this document;
(B) this document was signed and delivered by an authorized representative of Martelli Development Group, LLC as its voluntary act and was duly authorized;
(C) this person signed this proof to attest to the truth of these facts;
(D) this person knows the proper seal of the limited liability company which was affixed to this Developer's Agreement;
(E) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

_____, 2020

_____
Notary Public of the State of New Jersey

STATE OF NEW JERSEY)
) ss.
COUNTY OF MONMOUTH)

I CERTIFY THAT ON , _____ , 2020, Jeanne Smith, RMC, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(A) this person is the MUNICIPAL CLERK of THE BOROUGH OF OCEANPORT, the municipal corporation named in this Developer's Agreement;
(B) this person is the attesting witness to the signing of this Developers Agreement by the proper corporate officer who is John F. Coffey, II, the MAYOR of the municipal corporation of Oceanport Borough;
(C) this Developer's Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Borough Council;
(D) this person knows the proper seal of the corporation which was affixed to this Developer's Agreement;
(E) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

_____, 2020

_____
Notary Public of the State of New Jersey

EXHIBIT A

Description of Property

Block 121, Lot 4 on the tax maps of
the Borough of Oceanport, Monmouth County

EXHIBIT B

Resolution adopted by the Board on
May 14, 2019

EXHIBIT C

Approved Plans: Preliminary and Final Major Site Plan Set (11 sheets), prepared by InSite Engineering, LLC, last revised February 27, 2019.

EXHIBIT D

Borough Engineer Performance Guarantee estimates
Dated January 13, 2020

EXHIBIT E

Board Planning and Engineering Consultants' Review Memorandum, dated March 26, 2019.

EXHIBIT F

Borough Planner's Review Memorandum, dated March 27, 2019.

RESOLUTION OF THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, NEW JERSEY AUTHORIZING THE EXECUTION OF A DEVELOPER'S AGREEMENT WITH MARTELLI DEVELOPMENT GROUP, LLC FOR APPROVED CONSTRUCTION AT BLOCK 65, LOT 1 IN THE BOROUGH

Resolution #2020-71
02/20/20

WHEREAS, the Borough of Oceanport, County of Monmouth (the "**Borough**") is a public body corporate and politic of the State of New Jersey; and

WHEREAS, Block 65, Lot 1 (more commonly known as the former Borough Hall property at the intersection of Monmouth Boulevard and Myrtle Avenue), as shown on the Borough of Oceanport tax maps (the "**Property**") was the subject of an application before the Borough Planning Board (hereinafter the "**Board**") made by Martelli Development Group, LLC ("**Developer**") for preliminary and final major subdivision approval to subdivide the existing parcel into twelve (12) new lots and construct a single-family home on each new lot, at the Property (the "**Project**"); and

WHEREAS, the Board granted the Developer's application for approval of the Project by adoption of a resolution on May 14, 2019 (the "**Resolution**"); and

WHEREAS, the Borough and Developer desire to enter a Developer's Agreement to establish the terms pursuant to which the Developer shall undertake construction on the Project, and related matters; and

WHEREAS, the Resolution requires the Developer to enter into a Developer's Agreement with the Borough in connection with the Project; and

WHEREAS, the Developer's Agreement, a copy of which is on file with the Borough Clerk, between the Borough and Developer (the "**Agreement**") has been prepared by the Borough Redevelopment Counsel and has been reviewed and approved by the attorney for the Developer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, NEW JERSEY, as follows:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Borough hereby authorizes the Mayor to execute the Agreement, substantially in the form on file at the Borough Clerk's Office, with such amendments, revisions and changes determined to be necessary by the Mayor in consultation with Borough professionals.

Section 3. If any part of this Resolution shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 4. A copy of this resolution shall be available for public inspection at the offices of the Borough.

Section 5. This resolution shall take effect in accordance with applicable law.

I certify that the foregoing Resolution #2020-71 was adopted

by the Oceanport Governing Body at the Regular Meeting held
February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

Record and Return to:
William P. Opel, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

DEVELOPER'S AGREEMENT

(Block 65, Lot 1 on the tax maps of
the Borough of Oceanport, Monmouth County)

THIS DEVELOPER'S AGREEMENT (hereinafter referred to as the "Developer's Agreement"), is made and executed this_____day of _____, 2020, by and between:

The Borough of Oceanport
315 E. Main Street
Oceanport, New Jersey 07735

and

Martelli Development Group, LLC
716 Newman Springs Road, Suite 367
Lincroft, New Jersey 07738

Affecting all or a portion of real estate known as Block 65, Lot 1 on the Oceanport Borough Tax Map, and more commonly known as the former Borough Hall property, located at the intersection of Monmouth Boulevard and Myrtle Avenue, Oceanport, New Jersey (the "Property"), as more particularly described on the metes and bounds description attached hereto and made a part hereof as **EXHIBIT A**; and

WHEREAS, the Borough of Oceanport ("the Borough"), is a public body politic and corporate of the State of New Jersey; and

WHEREAS, Martelli Development Group, LLC (the "Developer") is the developer of Block 65, Lot 1, which is located in the Borough's R-3 Zone; and

WHEREAS, the Developer applied to the Planning Board of the Borough of Oceanport (the "Board"), requesting preliminary and final major subdivision approval to subdivide the existing parcel into twelve (12) new lots and construct a single-family home on each new lot at the

Property, along with a passive park on the corner of the intersection of Monmouth Boulevard and Myrtle Avenue, which park is to be installed in accordance with the Borough's request for proposals and the Applicant's submitted proposal (the "Project"); and

WHEREAS, the Board took jurisdiction and conducted a public hearing on the Developer's application at its meetings on April 9, 2019, at which time the Board considered the application materials submitted and plans and reports presented; and the Board voted to grant the Developer preliminary and final major subdivision approval, with said approval being memorialized by way of written Resolution adopted by the Board on May 14, 2019. A copy of the Resolution granting the above-referenced approval is made part of this Developer's Agreement and attached hereto as **EXHIBIT B**; and

WHEREAS, the Developer submitted and the Board approved the following plans:

> Preliminary and Final Major Subdivision Plan Set (14 sheets), prepared by InSite Engineering, LLC, last revised February 27, 2019.

(hereinafter collectively referred to as the "Approved Plans," as same may be further revised and amended) copies of which are attached hereto as **EXHIBIT C** and are made a part of this Developer's Agreement by reference as though fully set forth at length herein; and

WHEREAS, the Board has approved the application of Developer and granted the Approval on the condition that the Developer, its duly authorized agent(s) or its assignees(s), enter into this Developer's Agreement with the Borough prior to the commencement of any on-site construction, pursuant to Board Resolution PR-19-13 and Chapter 336 of the Borough Code of General Ordinances ("Borough Code"); and

WHEREAS, the Approval calls for satisfaction of outstanding planning and engineering review comments and recommendations, as contained in the Board's Planning and Engineering Consultant's ("Engineering Consultant") memorandum, which is made a part of this Developer's Agreement as though set forth fully at length herein; and

WHEREAS, the Approval calls for certain improvements and the Developer has agreed to construct these improvements pursuant to the Approved Plans, Approval, and representations made to the Board, all of which are made a part of this Developer's Agreement, as though set forth fully at length herein; and

WHEREAS, the Approval requires and the Developer has agreed, in accordance with Board Resolution PR-19-13 and the Borough Code, that the Application meet certain conditions prior to being provided with approval to commence on site construction.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, understandings, and agreements herein contained herein, and the sum of one ($1.00) dollar in lawful money of the United States of America, the receipt and sufficiency of which is hereby acknowledged by each party, and for good and valuable consideration, the parties, their successors, and assigns, agree as follows:

1. **Application of the Agreement**. The terms and conditions of this Developer's Agreement shall be applicable to the Property and the Project, and any off site or off tract improvements relating to the Project. This Developer's Agreement shall apply only to this Project by the Developer.

2. **Developer Bound**. The Developer agrees to be bound by the Approval, and all representations, commitments, matters of fact and matters of law which constitute the file and record of the Board, oral and written, all of which are made a part of this Developer's Agreement by reference hereto as though fully set forth herein, and it will faithfully discharge all of the obligations and commitments thereof.

3. **Construction Subject to Ordinances**. The Developer shall construct and design all improvements in accordance with the specifications of the Land Use Ordinances of the Borough, as amended to date, in a manner satisfactory to the Borough Engineer ("Borough Engineer") and in accordance with the improvements set forth on the Approved Plans. Developer shall perform all work in full compliance and observation of all

ordinances of the Borough. The Developer shall be responsible for securing any and all permits required by law including, but not limited to, road opening permits and any and all other permits required by the ordinances of the Borough and to pay the requisite fees called for under the appropriate fee schedules.

4. **Performance Guarantees**. Prior to commencing construction, and the issuance of the initial construction permit, Developer (in this paragraph only the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor) shall provide the following:

a. A performance guarantee in the amount of **$461,076.00** for the installation of improvements identified on the Approved Plans (the "Performance Guarantee"). The Performance Guarantee may be released by resolution of the Borough, and in accordance with the terms of *N.J.S.A*. 40:55D-53 (the "Municipal Land Use Law" or "MLUL"), upon partial or complete construction as provided in *N.J.S.A*. 40:55D-53, and the posting and acceptance of a maintenance bond, as may be required by the Borough. The Performance Guarantee shall be provided by the Developer to the Borough in a form acceptable to the Borough Attorney, and in accordance with the estimates issued by the Borough Engineer, attached hereto as **EXHIBIT D** and made a part hereof. The Performance Guarantee shall be comprised of cash or the following:

1. a letter of credit, surety bond or certified check in the amount of **$414,968.40**.

2. a cash deposit or certified check in the amount of $**46,107.60** constituting ten (10%) percent of the Performance Guarantee.

b. Inspection fees in the amount of **$47,882.20**. In accordance with Section 53h. of the MLUL, the Developer shall have the option of paying the inspection fees in four installments. The initial amount deposited by the developer shall be 25% of the inspection fees. When the balance of the deposit drops to 10% of the inspection fees because the amount deposited has been reduced by the amount paid to the municipal engineer for inspection, the developer shall make additional deposits of 25% of the inspection fees

Every bond, whether cash or surety, shall contain a clause to the effect that a determination made by the Borough Engineer that the principal has defaulted in the

performance obligations shall be binding and conclusive upon the surety and the principal. The Developer and/or third parties on behalf of the Developer may object by formal written notice and/or cure said default within ten (10) days after being notified in writing, by certified mail, of the Borough Engineer's determination of default. The cash portion may be utilized by the Borough upon default of the Developer, and/or third parties on behalf of the Developer, to cure any defect or breach under this Developer's Agreement. Sureties shall be instructed to indicate that the guarantee automatically continues if the work is not completed by the stated expiration date. In addition, all taxes, assessments, escrows and fees for the Property must be paid prior to the release of the Performance Guarantee. The amount of the Performance Guarantee may be reduced in accordance with the provisions of *N.J.S.A*. 40:55D-53 when portions of improvements have been completed and accepted. The Performance Guarantee shall be fully released when all improvements have been complete and accepted and Developer has posted the Maintenance Guarantee required under Section 16.

5. **Replacement Bond**. (In this paragraph only, the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor)

   a. In the event that any insurance company, financial institution or other entity issuing a Performance Guarantee hereunder shall be subject to a reorganization, rehabilitation, other action whereby a state or federal agency has taken over management of the entity, or, if in the reasonable opinion of the Borough, the circumstances and condition of the entity results in the Borough declaring that it believes that its interests are jeopardized, within forty-five (45) days of such written notification, the Developer and/or third parties on behalf of the Developer shall replace the Performance Guarantee(s). If requested by the Developer and/or third parties on behalf of the Developer, the Borough shall adopt a resolution conditionally releasing the jeopardized Performance Guarantee(s) subject to the posting of satisfactory substitute guarantee(s).

   b. In the event any Performance Guarantee shall lapse, be cancelled or withdrawn or otherwise not remain in full force and effect, the Developer and/or third parties on behalf of the Developer, until an approved replacement guarantee has been deposited with the Borough, will, if required by the Borough Engineer, cease and desist any and all work on bonded improvements unless the required

improvements under the Board approval and this Developer and/or third parties on behalf of the Developer's Agreement have been completed and approved by the Borough Engineer.

6. **Engineering Escrows and Legal Fees**. The Developer shall deposit with the Borough inspection fees in accordance with the Oceanport Borough Code and Paragraph 4(b) hereof prior to the issuance of any building permit. Over and above any costs associated with filing fees, such escrow deposit is to cover the legal costs associated with the review of applications, both as to completeness and as to content; for the review and preparation of documents, including, but not limited to; drafting resolutions, ordinances, easements, this Developer's Agreement, and any necessary correspondences with Developer, Developer's professionals, the Borough and/or its professional personnel, including, but not limited to, the Borough Engineer; and to cover the costs associated with services to be rendered by the Borough Engineer or his/her authorized representatives or other approving authority in connection with the inspections of the improvements of the Project. The Borough Attorney and the Borough Engineer will bill the Developer at the same hourly rate and in the same manner as it bills the Borough. Said monies will be held and administered in accordance with Section 53.1 and 53.2 of the MLUL and its subsections.

Upon completion of all improvements at the Project, should any deposit monies be left over in escrow, the unused balance shall be paid to Developer in accordance with Section 53.2(d) of the MLUL. Alternatively, should there be a shortage of funds in escrow to cover the legal or engineering inspection costs described herein, the Developer shall pay the additional amount as certified by the Borough Chief Financial Officer.

7. **Building Permit**. In consideration of the execution of this Developer's Agreement, the posting of the guarantees and deposits as herein required, and after complying with the terms and conditions of the Approval with respect to this Project, including, but not limited to, satisfaction of the conditions precedent for the issuance of a building permit, Developer shall be entitled to a building permit for this Development after proper application has been

made to the Construction Official of the Borough and subject to this Developer's Agreement and all laws, rules and regulations applicable to this Development.

8. **General Provisions**. It is further understood and agreed between the parties hereto as follows:

a. The Developer will comply with the Land Development Ordinances of the Borough of Oceanport and all other applicable ordinances of the Borough.

b. The Developer agrees to place all new on-site utilities underground.

c. Road excavation and grading operations, if any, shall be under the supervision of a licensed professional engineer so that rainfall run-off will not create serious problems or erosion flooding or the deposit of mud and debris on abutting properties. Said engineer shall advise the Borough Engineer of the measures to be taken that will afford this protection.

d. Connections to existing sanitary sewers shall be plugged at the start of construction and shall not be opened until the line has passed a leakage test and has been inspected and approved by the Borough Engineer or her/his authorized agent.

e. Where required by the Construction Code Official and Borough Engineer, a site development plan shall be submitted before issuance of a building permit in order to ensure adequate means of ingress and egress to the Property, as applicable.

f. The Developer shall include within its maintenance bond all landscaping.

g. No construction vehicles and equipment shall park on existing Borough streets. Hours of construction, including, installation of any improvements, shall be 7:00 a.m. to 7:00 p.m., Monday through Friday and 8:00 a.m. to 7:00 p.m. on Saturday, unless required by outside agencies. There shall be no construction on Sunday.

h. The Developer shall provide for the use by all persons employed in the construction of all of the aforesaid improvements easily accessible toilet facilities. Such toilet facilities shall be installed within twenty-four (24) hours of the commencement of the construction of the Project, and their use shall be terminated within twenty-four (24) hours of completion of the Project and upon approval of the Board of Health.

I. The Developer shall obtain all approvals required from any other governmental agencies with jurisdiction relating to the Developer's Project. The Developer shall be required to implement the Soil Erosion and Sediment Control Plan prior to the commencement of site construction.

j. The Developer shall construct the Project in accordance with the Approved Plans to reflect the requirements of the Approval.

k. Prior to site disturbance, the Developer shall have a pre-construction meeting with the Borough Engineer and submit an Affidavit of Compliance demonstrating compliance with all of the conditions of approval and possession of all necessary governmental approvals. The Affidavit of Compliance shall list the approvals required and obtained and separately identify each condition that is satisfied or is being satisfied.

l. Developer shall comply with all requirements of all ordinances of the Borough and all proper recommendations of the Borough Engineer and the Borough Board of Health.

m. Developer shall pay all Oceanport Borough sewer and water connection fees, as applicable.

n. Developer shall obtain any permits or approvals required from Freehold Soil Conservation District, if applicable; and shall obtain any approvals or permits required from the New Jersey Department of Environmental Protection, including, but not limited to, sanitary sewer, if required.

o. Developer shall comply with all reports, if any, of the Borough Department of Public Safety, Division of Fire; Department of Public Safety, Division of Police; and Division of Health.

p. Developer shall comply with any and all other Municipal, County, State and Federal regulations, including the New Jersey Department of Transportation, if required, and shall obtain all necessary approvals prior to the commencement of construction and shall secure such other approvals or permits required from all agencies, boards or bodies having jurisdiction over the Application or over the Property.

9. **Drainage and Grading**. Drainage and grading shall be as follows:

a. All springs with water emanating therefrom shall be piped to the nearest available storm sewer or as otherwise set forth in the Approved Plans in a manner approved in writing by the Borough Engineer.

b. The Developer will ensure that all areas in the Project will be properly graded and properly drained and will in this regard obey all reasonable instructions of the Borough Engineer relating thereto to assure compliance with the grading and drainage provisions approved by the Planning Board.

c. The Developer shall ensure that no stumps, dead trees or debris related to or resulting from the construction of the Project are deposited on or permitted to remain on any portion of the Property, and that no stumps, dead trees or debris are deposited below the surface of the earth.

d. In the event that any drainage problem is created on adjoining properties by the development of this Project, corrective measures shall be taken within the area limits of the Project, at such places and in such manner as the Borough Engineer may reasonably require.

e. Prior to construction the Developer and the Borough Engineer shall examine the Borough's storm sewers that may be affected by this construction, if any, in order to determine whether there is any additional soil or debris to be removed after the completion of construction. Subsequently, the Developer will remove silt deposited in the Borough's storm sewers, brooks and catch basins or other drainage areas resulting from the wash down of soil or debris in the course of the construction. Any reasonable instructions given by the Borough Engineer to prevent such wash down shall be promptly carried out.

f. There shall be no building permits issued or impervious surfaces (excluding curbs) constructed until sufficient detention facilities and drainage improvements are constructed and operational in accordance with the soil erosion sediment control plan.

10. **Conditions of Approval**. The Developer shall also comply with the following terms and conditions in connection with the Approval, along with any variances or waivers granted by the Board and as set forth in the Approval, including, but not limited to:

a. The Developer agrees to satisfy outstanding planning review comments and recommendations contained within the Board's Planning and Engineering Consultant's Review Memorandum, dated March 28, 2019, attached hereto as **EXHIBIT E** and made a part hereof, and as may thereafter be amended or reissued for Approval compliance.

b. The Developer agrees to satisfy outstanding planning review comments and recommendations contained within the Borough Planner's Review Memorandum, dated March 27, 2019, attached hereto as **EXHIBIT F** and made a part hereof, and as may thereafter be amended or reissued for Approval compliance.

c. Pursuant to Board Resolution PR-19-13 and Chapter 336 of the Borough Code, the Developer will enter into this Developer's Agreement with the Borough prior to the commencement of any on-site construction. The sequence of construction of the approved development shall be in accordance with the construction sequencing as contained in the final revised and approved version of the Approved Plans as attached hereto as **EXHIBIT C**, which is made a part of this Developer's Agreement as though set forth fully at length herein.

d. The Developer shall post any required guarantee or bond to cover a portion of the cost to replace any tree being installed as part of the approved application that dies or becomes damaged, as applicable.

e. This Developer's Agreement is contingent upon the Developer having paid all outstanding taxes, municipal charges, application fees and escrow fees and any such fees which may become due after the execution of this agreement.

f. All the conditions contained in the Approval of the Board and in the record or the proceedings before the Board, including any agreements made by the Developer were essential to the Board's decision to grant the Approval and the Borough

decision to approve this Developer's Agreement. The development of the Property shall be implemented in accordance with the Approved Plans. In the event the Developer shall make or propose any changes to the Project or structures on the Property from those shown on the Approved Plans, whether such changes are voluntarily undertaken or required by any other regulatory agency, Developer shall resubmit such changes to the Board for review and determination, unless the Borough agrees in its sole discretion that such change can be handled administratively.

g. Developer shall be responsible for the payment of any applicable residential development fees pursuant to the Borough Code, unless otherwise exempt from such obligations pursuant to the provisions contained therein or through the Approval.

h. Prior to performing any required road improvements to the adjoining roads, if any, the Developer shall submit to the Borough a plan for traffic control during the installation of the improvements, which must be approved by the Borough prior to the improvement's commencement.

i. All improvements and other amenities such as curbs, gutters, sidewalks, underground storm water management system, *etc*. shall be constructed in accordance with the applicable Residential Site Improvement Standards, as and if applicable, all Borough Standards and all applicable building codes in a professional and workmanlike fashion.

j. Developer shall obtain approvals of any other governmental agency having jurisdiction over the site's approval, including, but not limited to, the Department of Environmental Protection's wetlands permit, as required.

11. **Maintenance of Property**. During the course of construction and until the time of final acceptance of improvements, Developer shall:

a. Except as reasonably necessary during construction, keep the Property reasonably free of dirt, stone, mud and other debris, and further agrees to use every effort to prevent dust from blowing on any neighboring properties in the Borough;

b. Keep any streets or roadways, whether Borough, County or State owned, or whether under construction, used by trucks or equipment of the Developer or his agents, reasonably clean; and

c. Maintain and keep all storm drainage within the Property free from accumulation of debris and leaves. "Final acceptance of improvements" for the purpose of this provision is deemed to be the date upon which the improvements are accepted by the Borough Council of the Borough of Oceanport and the final maintenance guarantees for same are posted with the Borough.

12. **Borough Observation, Access and Inspections**. The Borough, its consultants, employees and agents, shall be given free access to observe construction of the subject Project, including, but not limited to, roadways, sanitary sewers/septics, water mains/wells, storm sewers, landscaping for buffer areas, street lighting, woodland management and appurtenances associated with the Approved Plans, provided the Borough shall use reasonable care not to interfere with any construction activities. The purpose of such observations shall be limited to providing the Borough with a greater degree of confidence that such improvements will be constructed in accordance with the Developer's Approved Plans. The Borough, or its representatives, consultants, employees or agents, shall not supervise, direct or have control over the Developer's work during such observations, nor as a result thereof, shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer for safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer is not an agent or employee of the Borough.

13. **Stormwater Management System**. The Developer shall, construct, manage and maintain all storm water management systems and facilities and shall continue to manage, maintain and keep in good repair such systems and facilities so long as such systems and facilities are used or exist, and in accordance with the Oceanport Borough Code and applicable N.J.D.E.P. rules and regulations or similar governmental or quasi-governmental rules and regulations as may be amended form time to time.

14. **Withholding Permits/Certificates of Occupancy**. Developer understands and agrees that in the event it is in violation of any of the terms of this Developer's Agreement, the Borough may, in its sole discretion, upon written notice to Developer with a reasonable opportunity to cure, withhold the issuance of any further building permit(s) and/or

certificate(s) of occupancy for each phase of construction, as applicable, until the violation has been corrected.

15. **Completion of improvements**. All improvements contemplated in this Developer's Agreement and in the Approval shall be performed and completed to the satisfaction of the Borough Engineer and Construction Code Official within a period of two (2) years from the date of the issuance of the first building permit or site disturbance, or such additional periods of time as may be granted by the Borough in accordance with Section 52 of the MLUL, and prior to the issuance of a Certificate of Occupancy, pursuant to the terms and conditions of the Approval. In the event of an extension, the Borough may annually review the amount of the Performance Guarantee with regard to its sufficiency to ensure faithful completion of remaining required improvements and if found insufficient, may require the Developer to increase the amount of the Performance Guarantee. In the event the aforesaid improvements are not completed within that period, or the time period as extended hereunder, the Borough reserves the right to not issue any certificate(s) of occupancy or building permit(s) for the subject Property, and the Developer hereby authorizes the Borough to utilize so much of the Performance Guarantee deposited herewith to complete all of the said improvements in accordance with the applicable ordinances, rules, regulations, standards and specifications of the Borough. In the event the cost of completing said improvements exceed the amount deposited herewith, the Developer shall be liable to the Borough for any such excess and its obligations under the within Developer's Agreement shall continue in full force and effect until full payment is made. The issuance of a certificate of occupancy by the Borough within the two (2) year period shall not be deemed a waiver for defects ascertained during said period or subsequent thereto.

16. **Maintenance Guarantee**. (In this paragraph only the term “Developer” shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer’s

General Contractor). Upon completion of the construction of the improvements, including any required landscaping, and prior to the release of the Performance Guarantee, the Developer shall post maintenance guarantees with the Borough, in accordance with Section 53 of the MLUL, appropriately secured in form and in the amount of **$57,634.50**, conditioned on the Developer maintaining all of such improvements for a period of two (2) years therefrom. Upon posting and acceptance of said maintenance guarantee, the Performance Guarantee shall be released by the Borough.

17. **Release of Plans**. Any payments of fees and posting of bonds or other Performance Guarantee required to be performed by the Developer in this Developer's Agreement, unless specifically set forth herein otherwise, shall be done and/or performed prior to the signing of the Approved Plans for release to the Developer for issuance of Building Permits.

18. **Assignment/Sale of Property**. In the event the Property and Approved Plans are sold or otherwise conveyed by this Developer prior to the installation of all improvements, the Developer and the subsequent qualified developer must execute an Assignment and Assumption Agreement, in writing, and in a form which is acceptable to the Borough Attorney, with regard to conditions, covenants and agreements contained in this Developer's Agreement, providing that this Developer shall remain primarily liable for all the obligations created in this Developer's Agreement, until the subsequent developer assumes same and this Developer is released. In addition, a new Performance Guarantee must be submitted to the Borough by the subsequent developer for work not yet done, and it shall be reviewed by the Borough Attorney as to form and content, prior to acceptance of the new Performance Guarantee. Upon such acceptance of the subsequent developer's Performance Guarantee, Borough shall release the Developer's Performance Guarantee. At such time the term Developer shall be deemed to refer to the subsequent developer.

19. **Records.** The Borough Engineer shall keep records of inspections and related reviews and the costs thereof, and, upon the Developer's written request, said records shall be made available for inspection by the Developer or its representatives, not more than quarterly, and upon reasonable notice, during the regular business hours of the Borough Engineer.

20. **Record Drawings**. The Developer shall provide record drawings of all improvements and utilities, including, but not limited to, water, sanitary sewer, storm drainage, street lighting and woodland management as implemented and constructed by the Developer both within the Property and off-tract, if required. Said record drawings shall be in conformance with applicable Borough standards and shall be both in hard copy and in pdf format. A final survey of each lot must be submitted at the time of request for a Certificate of Occupancy.

21. **Developer's Conveyances**. If the Developer is required by indication on the Approved Plans, Board approval, or as agreed to by both parties hereto to convey to the Borough any drainage, storm sewers, sanitary sewers, sidewalks easements, conservation or trail easements, sight triangle easements and other similar public rights and/or areas, the same shall be accomplished by a written deed or easement. All such deeds or easements, if any, shall be reviewed and approved by the Borough Attorney and Borough Engineer as to form and content, which approval shall not be unreasonably withheld, and the same shall be recorded contemporaneously with this Developer's Agreement. All recording costs shall be the responsibility of the Developer.

22. **Compliance with Applicable Laws**. The Developer shall comply with all laws and regulations of the State of New Jersey, County of Monmouth and Borough of Oceanport. In addition, Developer shall comply with all environmental laws and regulations of the Federal and State Governments, including, but not limited to, the State Flood Control Facility Act (*N.J.S.A*. 58:16A-1, et seq.), Flood Hazard Area Control Act (*N.J.S.A*. 58:16A-51 *et seq*.), the Spill Compensation and Control Act (*N.J.S.A*. 58:1023.11 *et seq*.), the

Industrial Site Recovery Act (*N.J.S.A.* 13:1K-6, *et seq*.), the Worker Community Right to Know Act (*N.J.S.A*. 34:5A-1 *et seq*.), the Noise Act of 1971, (*N.J.S.A*. 13:1G-1 *et seq*.), the Freshwater Wetlands Protection Act (*N.J.S.A*. 13:9B-1 *et seq*.), the Water Pollution Control Act, (*N.J.S.A*. 58:10A-1 *et seq*.), the Safe Drinking Water Act (*N.J.S.A*. 58:12A-1 *et seq*.), the Solid Waste Management Act (*N.J.S.A* 13:1E-1 *et seq*.), the Realty Improvement and Sewerage Facilities Act (*N.J.S.A* 58:1123, *et seq*.), and any other environmental acts or regulations adopted by the Federal, State, County or local government. Failure to comply with these laws and any violations thereof shall be deemed to be a breach of this Developer's Agreement. To the extent the Borough must bring an action for compliance with this Developer's Agreement, defend or participate in any litigation with regard to said laws or regulations related to the Developer's Property and/or actions, whether purposeful or negligent, any such action shall be subject to the provisions set forth in Paragraph 23 below. In addition and as stated in Paragraph 23 below, the Developer shall indemnify and hold harmless the Borough, its officials, officers, agents, servants, representatives, employees harmless for any and all such violations and shall reimburse the Borough for any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of any kind and nature, including, but not limited to court costs and attorneys' fees, entered against the Borough as a result of the purposeful or negligent acts of the Developer.

23. **Indemnification and Attorneys' Fees**. Developer agrees to indemnify and hold harmless the Borough, its officials, officers, agents, servants, representatives, and employees from and against any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of every kind and nature arising from the purposeful or negligent acts of Developer or arising out of Developer's failure to perform its obligations pursuant to this Developer's Agreement, including any action or failure to act by the Developer in violation of this Developer's Agreement. Such indemnification and/or hold harmless obligation shall

extend not only to any damages but to costs and expenses of litigation, including, but not limited to, expenses and fees in connection with the engagement or utilization of any fact or expert witnesses, court costs and attorneys' fees. When requested by the Borough, the Developer agrees to aid and/or defend the Borough, its officials, officers, agents, servants, representatives and employees, in the event any or all of same are named as a defendant or defendants in any action concerning the performance of work at the development site pursuant to this Developer's Agreement. In the event the Borough is involved in any litigation, or other similar action, whether initiated by the Borough or others, to the extent such action relates directly to the terms of this Developer's Agreement or the Developer's performance hereunder, the Developer agrees to pay and reimburse the Borough for any and all costs and expenses, including, but not limited to, reasonable attorneys' fees, court costs and expert witness fees. The Borough shall have the option of having such fees taxed in the underlying action, or maintaining a separate action for same. This stipulation shall not apply to any actions or litigation filed against the Borough where the litigation is attributable to wrongful conduct on the part of the Borough, its agents or employees

24. **Reliance of Borough**. The Developer further acknowledges and understands all of the conditions contained in this Developer's Agreement and the record of the proceedings in this matter, including any and all agreements made by the Developer with the Board and incorporated in the Approval, as well as the Approved Plans, are hereby deemed to be essential to the Borough's decision to enter into this Developer's Agreement. In the event of a breach of any such conditions, the failure of the Developer to adhere to the terms of any agreement incorporated within the Approval or this Developer's Agreement or any deviation from the Approved Plans (except for minor or field changes approved by the Borough Engineer) the Borough through the Borough Engineer may within the limits of his authority under law, and upon written notice reasonable under the circumstances, and opportunity to cure, suspend the right of the Developer to obtain additional construction

permits, certificates of occupancy or any and all other governmental authorizations in order to continue developing the Project until such time as the violation has been corrected. If during the course of construction and installation of the Project, it shall be reasonably determined by the Developer and the Borough Engineer that minor revisions to the Developer's Approved Plans are necessary and/or appropriate; the Developer will undertake such reasonable design and construction changes as may be approved by the Borough Engineer as field changes.

25. **Deeds and Affidavits of Title**. Developer shall provide to the Borough such documents, including, but not limited to, Deeds, Certificates, Affidavits of Title and Corporate Resolutions to, as are necessary, convey valid and marketable easements of fee title, as the case may be, to such dedications of Property or easements, if any, as are revealed in the Approved Plans.

26. **Recording of this Agreement**. The Borough Attorney shall record this Developer's Agreement, without Exhibits, in the Monmouth County Clerk's Office and submit a fully executed recorded copy to the Developer or to the Developer's attorney. All recording costs shall be borne by the Developer. Upon completion of all obligations hereunder as evidenced by expiration of the two (2) year maintenance bond, the Borough agrees to provide Developer with a release of this Developer's Agreement in form suitable for recording with the Monmouth County Clerk.

27. **Severability**. If any terms or conditions herein are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

28. **Governing Law, Forum Selection, and Waiver of Jury Trial.** The Parties agree that this Developer’s Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment

relating to or arising out of this Developer's Agreement and the transactions contemplated thereby. Each of the parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Monmouth County, in any such suit, action or proceeding and to the laying of venue in such Court. Each party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The parties further agree that any claims relating to or arising out of this Developer's Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

29. **Defects - Improvements**. For a period of two (2) years after the acceptance of the improvements by the Borough, Developer agrees to maintain the site improvements covered by the maintenance guarantee.

30. **Notices**. All notices required or permitted under this Developer's Agreement shall be in writing by certified mail, return receipt requested, to the addresses set forth herein or as otherwise designated by the parties in writing.

31. **Successors**. This Developer's Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns. If the Developer hereafter transfers title to the subject lands to the name of any individual or corporation, said new owner shall have the rights and obligations afforded by this Developer's Agreement.

32. **Insurance Coverage**. The Developer (In this paragraph only the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor) shall purchase and maintain during the construction of the improvements a Comprehensive General Liability Insurance Policy, or be self-insured, with minimum limits of One Million ($1,000,000.00) Dollars per occurrence, and One Million ($1,000,000.00) Dollars in the aggregate. Said insurance coverage shall be in accordance with the requirements of the Borough Attorney. The policy shall indicate the

Borough of Oceanport as an additional insured with respect to its interest in work performed by the above named insured at the above-named Project. The coverage shall include endorsements for Broad Form Property Damage; explosion, collapse and underground hazards; completed operations; and contractual liability. The contractual liability coverage shall specifically apply to the above indemnification clause. It shall indemnify the Borough, its officials, officers, agents, servants, representatives and employees. All liability coverage shall be on an occurrence basis. Certificates of Insurance evidencing the foregoing coverage shall be provided to the Borough before work on the improvements begins and on an on-going basis, as the insurance is reviewed from time to time.

33. **Voluntary Agreement**. Developer herein represents that it has voluntarily entered this Developer's Agreement and it has not been executed under duress or coercion imposed by the Borough or its representatives, and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Developer's Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and are undertaking them voluntarily. Accordingly, Developer herein covenants and agrees that it will not bring any action against the Borough with respect to the obligations assumed by Developer under this Developer's Agreement, which has been mutually negotiated between the parties, unless the Approval giving rise to this Developer's Agreement is hereinafter amended or modified by proper resolution or action of the Board.

34. **Non-Reliance**. Developer acknowledges that it has not relied upon any cost estimates or opinions furnished by the Borough, including the Borough Engineer or Consulting Engineer(s), if applicable, and the Developer has satisfied itself as to the anticipated

construction costs of the improvements set forth herein prior to the execution of this Developer's Agreement.

35. **Entire Agreement**. This instrument contains the entire agreement between the parties hereto and no statement, promise or endorsement made by any party hereto, or agent of any party hereto, which is not contained in this written contract or the instruments incorporated herein by reference, shall be valid or binding; and this Developer's Agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed thereon. Nothing herein shall be deemed a waiver of other existing municipal construction requirements or any conditions contained in the Approval.

36. **Waiver, Modification, Cancellation.** Any waiver, alteration, or modification of any of the provisions of this Developer's Agreement or cancellation or replacement of this Developer's Agreement shall not be valid unless in writing and signed by the parties.

37. **Execution of Additional Documents and Binding Effect.** This agreement shall be binding not only upon the parties hereto, but also their heirs, executors, administrators, representatives, successors and assigns, and the parties hereto agree for themselves and their heirs, executors, administrators, representatives, successors and assigns to execute any instruments in writing which may be necessary or proper for the carrying out of the intent and purposes of this agreement.

38. **Gender.** In all references made herein to any parties, person, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the usage may require.

39. **Exhibits.** The following "Exhibits" are attached hereto and made a part of this Developer's Agreement and the Developer shall comply with all terms and conditions stated therein:

EXHIBIT A: Description of Property.

EXHIBIT B: Resolution adopted by the Board on May 14, 2019.

EXHIBIT C: Approved Plans: Preliminary and Final Major Subdivision Plan Set (14 sheets), prepared by InSite Engineering, LLC, last revised February 27, 2019.

EXHIBIT D: Borough Engineer Performance Guarantee estimates dated January 20, 2020.

EXHIBIT E: Board Planning and Engineering Consultants' Review Memorandum, dated March 28, 2019.

EXHIBIT F: Borough Planner's Review Memorandum, dated March 27, 2019.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly executed this Developer's Agreement as of the date first above written.

ATTEST:

_____
Jeanne Smith, Borough Clerk

BOROUGH OF OCEANPORT

By: _____
John F. Coffey, II, Mayor

WITNESS:

_____
Name:
Title:

MARTELLI DEVELOPMENT GROUP, LLC

By: _____
Name: Salvatore J. Martelli
Title: Managing Member

STATE OF NEW JERSEY)
) ss.
COUNTY OF MONMOUTH)

I CERTIFY THAT ON, _____, 2020, Salvatore J. Martelli, personally came before me and acknowledged under oath, to my satisfaction, that:

(A) this person is the Managing Member of Martelli Development Group, LLC, named in this document;
(B) this document was signed and delivered by an authorized representative of Martelli Development Group, LLC as its voluntary act and was duly authorized;
(C) this person signed this proof to attest to the truth of these facts;
(D) this person knows the proper seal of the limited liability company which was affixed to this Developer's Agreement;
(E) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

_____, 2020

_____
Notary Public of the State of New Jersey

STATE OF NEW JERSEY)
) ss.
COUNTY OF MONMOUTH)

I CERTIFY THAT ON , _____ , 2020, Jeanne Smith, RMC, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(A) this person is the MUNICIPAL CLERK of THE BOROUGH OF OCEANPORT, the municipal corporation named in this Developer's Agreement;
(B) this person is the attesting witness to the signing of this Developers Agreement by the proper corporate officer who is John F. Coffey, II, the MAYOR of the municipal corporation of Oceanport Borough;
(C) this Developer's Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Borough Council;
(D) this person knows the proper seal of the corporation which was affixed to this Developer's Agreement;
(E) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

_____, 2020

_____
Notary Public of the State of New Jersey

EXHIBIT A

Description of Property

Block 65, Lot 1 on the tax maps of
the Borough of Oceanport, Monmouth County

EXHIBIT B

Resolution adopted by the Board on
May 14, 2019

EXHIBIT C

Approved Plans: Preliminary and Final Major Subdivision Plan Set (14 sheets), prepared by InSite Engineering, LLC, last revised February 27, 2019.

EXHIBIT D

Borough Engineer Performance Guarantee estimates
Dated January 20, 2020

EXHIBIT E

Board Planning and Engineering Consultants' Review Memorandum, dated March 28, 2019.

EXHIBIT F

Borough Planner's Review Memorandum, dated March 27, 2019.

RESOLUTION OF THE BOROUGH OF OCEANPORT COMMEMORATING THE CENTENNIAL OF THE RATIFICATION OF THE 19TH AMENDMENT

Resolution #2020-72
02/20/20

WHEREAS, the year Two Thousand and Twenty marks the 100th Anniversary of the ratification of the 19th Amendment of the United States Constitution; and

WHEREAS, women fought for the right to vote for more than a century and persevered in the face of resistance; and

WHEREAS, many New Jersey women advocated for the right to vote; and

WHEREAS, Monmouth County was the home to many suffragists both male and female, and suffrage rallies and events occurred within Monmouth County's borders; and

WHEREAS, February 9, 2020 will mark the centennial of the New Jersey ratification of the 19th Amendment; and

WHEREAS, August 26, 2020 will mark the nationwide centennial of the 19th Amendment officially becoming part of the United States Constitution, after the required number of states had ratified; and

WHEREAS, daughters, granddaughters, and great-granddaughters of the women who fought so hard to vote have been making their voices heard at the polls for nearly 100 years; and

WHEREAS, women are running for office and currently in elected office in large numbers in Monmouth County, follow in the footsteps of these great suffragists; and

WHEREAS, there are currently over 200,000 women registered to vote in Monmouth County, New Jersey; and

WHEREAS, all government entities on the local, state and national level should commemorate and recognize this historic milestone and reaffirm its commitment to empowering and uplifting the voices of women.

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

(1) celebrate and recognize the 100th Anniversary of the passage and ratification of the 19th Amendment to the United States Constitution providing for women's suffrage; and

(2) honor the role of the ratification of the 19th Amendment in promoting the core values of our democracy as set forth in the Constitution of the United States; and

(3) reaffirm our desire to continue strengthening democratic participation and to inspire future generations to cherish and preserve the historic precedent established by the 19th Amendment.

I certify that the foregoing Resolution #2020-72 was adopted
by the Oceanport Governing Body at the Regular Meeting held

February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING THE EXECUTION OF THE ANNUAL LETTER TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION, DIVISION OF AVIATION, FOR THE ENDORSEMENT OF THE MONMOUTH PARK HELIPORT LOCATION SUBJECT TO CERTAIN CONDITIONS

Resolution #2020-73
02/20/20

WHEREAS, the New Jersey Department of Transportation, Division of Aviation, has oversite of the Monmouth Park Racetrack heliport located in the parking lot on the southwest corner of the intersection of Port Au Peck Avenue and Oceanport Avenue; and

WHEREAS, Monmouth Park Racetrack is required to obtain an annual license granting authorization for use of the heliport; and

WHEREAS, the heliport site was selected and made subject to various conditions by then Commissioner Haley in a letter dated July 31, 1998 which are as follows:

1. Operation is restricted to the hours between official sunrise and sunset. Operations are to be conducted under VFR conditions.
2. Adequate policing shall be furnished to keep the public at a safe distance from the landing area.
3. No more than 10 flights will be utilized at this location on an annual basis. If the traffic increases beyond 10 flights per year, the endorsement will be withdrawn, and the Borough will seek the appropriate relief.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport that the Borough Administrator is hereby authorized to provide endorsement of the continued use of the heliport site subject to the conditions stipulated and agreed to by representatives of Monmouth Park Racetrack.

I certify that the foregoing Resolution #2020-73 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

APPROVED
MINUTES OF THE OCEANPORT HISTORICAL COMMITTEE MEETING HELD
12/12/2019

The Oceanport Historical Committee held met on Thursday, December 12, 2019. We met at the Blackberry Bay Pavilion at 7:00 p.m., and we wrapped things up around 9:00 p.m. The goals of the committee are to plan and execute efforts to celebrate the Borough's centennial which will occur in 2020 and to promote a better understanding of the Borough's history.

In attendance were:

Frank Barricelli
Cathy Kornek
Rosanne Letson
Paula Lombardo
Ric Siciliano
Toni Sverapa
Victor Turback

Guests:

Karen Long

(Note: If I omitted your name from the attendance for this meeting, please let me know.)

Our Agenda for this meeting was as follows:

Sign-in sheet
Introduction of new members and guests
Review/approve previous month's Minutes
Schedule next meeting, and if possible, the rest of the meetings for 2020
Results of Holiday Home Tour
Review status of T-shirt and sweatshirt purchases and sales
Review status of banners
Review status of inputs to history book
Open discussion
Next meeting scheduled for January 9, 2020
Verify new action items and adjourn

Our guest was Karen Long.

We approved the Minutes from our last meeting, which was November 14, 2019, after changing Allison Hall to Russel Hall on page 3. Rosanne will submit them to Jeanne Smith at Borough Hall.

Rosanne scheduled our next two meetings and reserved the Blackberry Bay Pavilion with Jeanne Smith. The meetings for 2020 so far are Thursday, January 9th at 7:00 p.m., and Thursday, February 13th at 7:00 p.m. Rosanne explained that the Borough's Municipal calendar had not been updated for all of 2020, and once it was, she would schedule the remaining meetings for 2020. We discussed meeting dates going forward, and no one objected to continuing to meet on Thursday evenings at 7:00 p.m.

Because Ric had to leave early, he spoke to us next about the donation letter responses. He received a response from First Atlantic Federal Credit Union that they'd be donating at the "silver package" level with a $5000 donation. Frank recommended we have a banner prepared for them to be displayed on a pole on East Main Street with the others.

Ric explained that we had two sponsorship programs, and that sponsors could elect to select the events they'd like to sponsor a la carte. RPM donated $500. They do not have to have a banner. Ric said his goal was to reach $20,000 in donations. He noted that we may receive a donation from Dennis Drazin.

Ric talked about hosting an event at the Blu Grotto, which would run approximately $3500 or more. Ric spoke to Jimmy Gallo who suggested a Thursday night event since a band would already be performing there. We also talked about making this a family event by having a mini-golf tournament simultaneously, and by having an Italian Ice truck there.

He has spoken to TetherView and Beacon of Light on the Fort Monmouth property. Beacon was looking at the "bronze package" which would be $2500. Colossus Media Group was willing to do some social media for us.

Ric said we should reach out to all "celebrities" from Oceanport and send them invitations to our Gala in October, including Philip Bredesen, former governor of Tennessee, Kevin Smith, filmmaker, Franke Previte (who still lives in Oceanport), who wrote "I Had the Time of My Life" from the movie "Dirty Dancing", Harry Flaherty, former NFL football player and New Jersey's Director of the Fellowship of Christian Athletes, John Lloyd (who still lives in Oceanport), co-CEO of Hackensack Meridian Health, and Fred Schneider, frontman of the B52's. He also suggested we should tie the launch of our book with the Gala or have it at Summer's End or the Blu Grotto event.

Continuing the discussion about the Gala in October, we talked about coming up with a specialty drink from the 1920's, such as a Mary Pickford, as she was one of the children who spent time at the Wright Memorial Home on Monmouth Road in Oceanport.

Ric also reached out to Detour Gallery, who bought six barracks on the Fort Monmouth property for artists' studios, and to approximately ten other businesses. The reaction has been positive. He spoke to Somerset (they're doing condos on Parkers Creek), PRC who bought Squier Hall for a school, and Denholtz Management, who bought the old PX for a high tech center.

Victor also had to leave early, so before he did, Frank spoke to him about doing an illustration of a boat (steamship) docking at Old Wharf Park, specifically the Little Silver steamer docking there at Oceanport. He asked Victor to do an artist's impression of this paddlewheel steamer, one of the last to make it into the creek there before it silted up.

Toni reported on the coloring book after speaking with Debbie Blair, our Wolf Hill liaison. She said they (the art teachers and students) love the idea and they're working on it, but they need guidelines from our committee. Kelly Jakubowski and Amy Donohoe are the art teachers.

Our discussion then shifted to the Holiday Home Tour, which we all decided was a roaring success. A few things that we needed to adjust for next year were: we need to prepare and distribute a map (not everyone has GPS), we need to allow a little more time (maybe an hour, as the older homes in particular required a little more time to learn about the home), and something larger to mark the properties at the mailbox/street/fence, etc. Cathy told us that the woman on Arcana whose home was on the tour wanted to join our committee, and Paula offered to call her. Toni told us that the cost to us for the tour was $123.64 (for the thank-you gifts for the homeowners), and we made $2400 from the tour. Frank added that we need to patronize the Garden Club events, as they donated the arrangements they prepared for each home and they donated their time serving as hostesses in some of the homes. It was suggested that the committee provide the refreshments at the next meeting of the Garden Club (no more than $100). Paula will call Sigrid Lexzing from the Garden Club about it. A few of us attended the Rec Committee's Christmas tree lighting after the Home Tour, and they had professional Dickens'-like carolers, who were fabulous. We discussed having them at the Home Tour next year – maybe at Blackberry Bay on sign-in.

Frank reported on the first Oceanport Centennial banner that we ordered and used when we marched in the Memorial Day Parade. It had been damaged in a wind storm a month or so ago, but he had it repaired by Renita Kirk, who made it. He gave it to the DPW with a pipe on which it can be hung, and it will be displayed somewhere in town. The new replacement is in front of Borough Hall, thanks to Frank who installed it there.

Toni reported on the balance we have in our treasury, which was $9980. We have the following bills that need to be paid: $100 per banner we sold, $130 to Renita Kirk, and $123.64 to Robin to reimburse her for the gifts for the homeowners from the Home Tour (ornaments).

Toni said she would do one last sweatshirt order. She told us that no youth sweatshirts were sold. A suggestion was made that we look into doing buttons as a fundraiser, such as the "I "heart" Oceanport" button from years ago. Toni said that years ago, Rec or the PTO bought a button maker. Cathy said she'd ask Danielle Wolfe if it's in the PTO closet, and if Toni can get into the closet to look for it. Paula volunteered to go along.

We talked a little about the videos we want put together for the Gala in October. Toni has the video that Bill made, and Rosanne will start requesting photos from the residents. It was noted that Rec takes photos of its events, and we will contact them.

Rosanne gave Frank Arlene Veal's name and phone number so he could contact her about old Oceanport postcards she has. Frank would like permission to use some of Steve Organek's photos (that he's posting on the Oceanport Centennial Facebook page). Rosanne will reach out to him.

Discussion shifted to the banners. We've sold 27 banners at $200 each, for a total of $5400. Frank wants First Atlantic Federal Credit Union to have a banner after their large donation. Paula will speak to the Oceanport Hook & Ladder as they had expressed interest in sponsoring a banner, but we thought it was too late for them to get their check in. Paula will tell them to submit the check. Karen Long also wants to sponsor a banner on behalf of her family, and will get her check in. We will tell Robin, who wasn't able to make the meeting, that we need to reserve a banner for the Hook & Ladder and Karen Long. We decided not to swap out any banners mid-year as we advertised that the banners would be up for a year.

We talked about the book we're working on. Paula was meeting with Ed and John Ryan the week after our meeting, and she was waiting on the information from the Hook & Ladder. Several organizations in town are overdue getting their information to us. Frank said an email went out to everyone reminding them to get their submissions for the book in; that would be done again. Frank said he'd start sending Rosanne some passages to edit (Tom will help with the editing). Frank added that with the money we've been able to make with the fundraisers we've had so far, we will be able to put a lot more photos in the book, which is what most people like to see.

We talked about how many books we want to have printed. Rosanne suggested that we reach out to realtors in the area for presales to give to clients when they purchase homes in Oceanport. Toni suggested a "Centennial Package" – sell both books as a package. We talked about a title for the book, and Frank suggested "Oceanport Centennial".

Toni read us a letter she received from Matt Howell, the principal at Maple Place, thanking the committee for the donation of "Oceanport in Retrospect". He appreciated our support of the library.

We moved on and discussed having a regatta in July/August. Toni said that the Sailing Club was doing a huge Leukemia fundraiser regatta. We talked about having a fun regatta day with coordination with all marinas in town for a paddleboard regatta, a kayak regatta, a sailboat regatta, etc.

Paula brought up the nondenominational service at sunset that we talked about in the past. Stacy Deerin would help us. We could do a blessing of the boats and the town for the centennial. Toni will talk to the Commodore of the Sailing Club. We were thinking around Memorial Day, which is May 25th in 2020.

Paula asked if we wanted to have the classic cars for the Memorial Day Parade again this year. We do.

We also talked about presenting something to the Borough to request that they rename the small triangle park located where Port-Au-Peck Avenue, Wolf Hill Avenue, and Eatontown Boulevard meet "Billings Park", as it was Oceanport's first park, and Billings donated the land for it. May 11th is when the vote took place to make Oceanport an independent town, and May 11th is a Monday this year. Council should be meeting the first Thursday in May, which is May 7th. We need to have something commemorative read at that meeting.

We tried to come up with some more ideas for centennial celebrations throughout the year. Rosanne suggested having the schools do a morning announcement about Oceanport's "birth". We also discussed having the fire bells rung on the anniversary date, and perhaps having someone play "Taps".

We adjourned about 9:00 p.m.

Action Items

1. Frank will drop off a photo of a steamship to Victor. We will decide after Victor finishes if it will be hung in Borough Hall or if we will use it as a logo, etc.
2. Frank will drop off photos/postcards to Debbie Blair, Wolf Hill liaison, and Cathy Kornek, Maple Place liaison, for the students to use as samples to draw photos for the coloring book they're working on.
3. Paula will call Sigrid Lexzing from the Garden Club about providing refreshments at their next meeting.
4. Toni will do one last sweatshirt order.
5. Cathy will speak to Danielle Wolf about getting Toni and Paula into the PTO closet to look for the button maker.
6. Rosanne will start requesting photos from residents of Oceanport past and present to be used in the videos for the Gala, and she'll contact Rec (Mike MacStudy) to find out who to talk to on that committee about their photos.
7. Frank will contact Arlene Veal, an Oceanport resident who has a collection of old Oceanport postcards she'd like to share.
8. Rosanne will contact Steve Organek, who has been sharing his father's photos on the Oceanport Centennial Facebook page, about permission to use some of his photos.
9. Frank will resend an email to all organizations who still owe us submissions for the book.
10. Frank will start sending Rosanne some book passages to edit with Tom's help.
11. Toni will talk to the Commodore of the Sailing Club about us doing a nondenominational service at sunset – a blessing of the boats and of the town for the centennial.

Oceanport Historical Committee
Outline of Upcoming Events
2020

I. Flags/banners on East Main Street after Christmas wreaths/lights come down – January, 2020.

II. Essay contest for the schools ("Why I Love Oceanport", etc.) – April, 2020.

III. Possible preparation of a coloring book depicting Oceanport and its history by our students.

IV. Memorial Day Parade – May, 2020.

V. Oceanport Day at Monmouth Park – Sunday, June 7, 2020.

VI. Regatta – sailing, model boat, kayak, etc. – July or August 2020.

VII. Summer's End Festival – September 2020 (pet parade, pie contest, old-fashioned county fair type activities)

VIII. Blu Grotto Social – date not yet secured – September, 2020.

IX. Centennial Gala – Saturday, October 17, 2020.

X. Halloween Window Painting of local businesses – October 2020.

XI. Sponsor historical category prize for the Rec Committee's Halloween party/parade.

OCEANPORT ENVIRONMENTAL ADVISORY COMMITTEE

Minutes of Meeting

12 August 2019

Robert D. Broege, Chairman, called the monthly meeting of the Oceanport Environmental Advisory Committee to order at 8:08 pm on 12 August 2019, at Blackberry Bay Park Pavilion. In addition to Robert Broege, Vice Chairman Tom Cox, Rich Gruskos, Bruce Lane, Joe Harris, Patty Cooper, and Council Liaison Mike O'Brien attended.

Robert Broege distributed the Agenda for the meeting with a corrected date. He also distributed the final Minutes for the 17 June 2019 meeting, and the draft Minutes for the 8 July 2019 meeting. Tom Cox pointed out a correction to the July Minutes.

Tom Cox reported on the Water Watch sampling for July conducted on 26 July 2019. The Boulevard East reading was quite high, and the Oceanport Landing reading of 3,600 was very high. Boulevard East has been high, but a high reading at Oceanport Landing is unusual. As Oceanport Landing may have been an aberration, further analysis will be made after the August testing. As to Boulevard East, Tom Cox spoke with a representative at TRWA. The individual said that there is no pumping station in the area. Robert Broege noted that the temperature of 70.2 at that site was quite low indicating, as has been discussed in the past, the possibility of contamination in underground water.

Robert Broege asked Mike O'Brien about 60 Shore Road. He said there was nothing new to report, and the matter remains in litigation.

Robert Broege mentioned the notice as to 275 Port au Peck. It simply indicated that environmental investigation is to take place during the week of August 12.

A discussion was held as to proposing an ordinance limiting or prohibiting the use of plastic bags and other related items. Prior to the meeting, Kari Martin from Water Watch posted proposed draft ordinances prepared by Clean Ocean Action. Copies will be distributed among the members, and the Committee will review them for discussion at the September meeting.

There was no Planning Board report as Joe Foster reported that he could not attend.

Under New Business there was an application for a variance for a shed at 33 Iroquois Avenue. There did not appear to be any need for a review by the Committee.

Robert Broege noted receipt of a permit for an existing ramp and dock at 258 Arnold Avenue. He also noted the application from New Jersey City University for its renovation of Squire Hall at 283 Sherrill Avenue. It was noted that the Council and Planning Board were well aware of this application and required no further action.

Jack Harris reported on NJ FRAMES. He mentioned that they have put together various models based upon certain time periods and estimated sea rises. A suggestion is made to have a representative make a presentation. Robert Broege commented that it might make sense to have a single presentation. It is based upon research from Rutgers covering estimates for 2030, 2050, and 2080. It was mentioned that it would be helpful for the Board of Education to send a representative.

A discussion was held as to planning for Maple Place School. It ties into the presentation from Jack Harris that it is in a flood zone, and it may involve a risk due to sea rise going forward. It also was mentioned that the renovation includes increased parking, which will increase the impervious surface making flooding more likely in the area.

Rich Gruskos presented a report from the FMERA-ESAC meeting of 5 August 2019. A copy of his report is attached. He also delivered for review the Fort Monmouth Environmental Features checklist. It is presented as a suggestion for developing a similar checklist for this Committee.

There were no members of the public present. Robert Broege confirmed that all future meetings will be held at the Blackberry Bay Park Pavilion until the new municipal building at Fort Monmouth is available.

With no further business discussed, the meeting was adjourned at 9:10 p.m.

Respectfully submitted,

Robert Broege

Robert D. Broege, Chairman

FMERA - ESAC Meeting Recap of August 5th, 2019 meeting

Public Portion for Mandatory Conceptual Review of Golf Course Parcel- No public attended

Regular Meeting of ESAC

Golf Course- 40 years as Golf Course- new affordance and market rate housing over a portion and new wetlands

Discussion of FMERA Land Use Rules verses Local Zoning Rules

ESAC role reviewed

Sample blank Mandatory Conceptual review will be shared to show scope

Environmental Checklist

50' buffer for "intermediate" classified, no buffer for "ordinary" streams

Process for MCR between applicant and FMERA's staff is back and forth

Oceanport Boro (Jeanie) receives copy of final form of the FMERA review with packet

Lodging Parcel Area- Buyers findings during due diligence phase discussed-UHOT and soil samples

Commissary- Buyer wants to renovate then move in (their existing lease will be up soon) and Army may not be finished with clean fill in parking lot in time

Carve Out Parcel Update: topic held over for next meeting

Land fill – Late Oct/ Nov start date now anticipated

Dry Cleaning Factility- Two of Four Injection rounds completed but no report of results

Nesting Birds and Habitat discussed for several species- Night Heron, Ospreys, Eagles

Tidelands Resource Council reviewing wetland delineations that impact 31 acres over base- new wetlands equates to lower rateables

Other topics (carve outs, sewer and water, recent property closings, RFOTPs) were put off till next meeting

OCEANPORT ENVIRONMENTAL ADVISORY COMMITTEE

Minutes of Meeting

9 September 2019

Robert D. Broege, Chairman, called the monthly meeting of the Oceanport Environmental Advisory Committee to order at 8:04 pm on 9 September 2019, at Blackberry Bay Park Pavilion. In addition to Robert Broege, Vice Chairman Tom Cox, Robert Kelly, Rich Gruskos, Joseph Foster, Bruce Lane, Joe Harris, and Council Liaison Mike O'Brien attended.

Robert Broege distributed the final Minutes for the July meeting together with a draft of the Minutes for the August meeting. The Members acknowledged receipt of the Agenda for the meeting of this date.

Robert Broege had reviewed the records of the Borough, and he reported the following: Robert Broege and Rich Gruskos are serving a three-year term beginning in 2019; Anthony Forlini is finishing an unexpired three-year term; Patricia Cooper and Jack Harris have been appointed as Alternates for a one-year term ending 31 December 2019. He will check on the others.

Robert Broege asked Tom Cox for the Water Watch sampling report. He said the initial results for August were quite unusual. There were low dissolved oxygen readings in every location. The samples were taken at low tide. As a check, he took samples the next day at low tide, and again they showed low dissolved oxygen. There is no explanation for the difference.

In certain locations the fecal coliform level was quite high. It was high enough for NJDEP to come and take their own samples. The initial reaction from NJDEP was that there were a large number of birds in the areas having high readings. However, Tom Cox pointed out that the number of birds in these areas did not appear to be unusual.

Again there was discussion as to the high readings on the Eatontown Boulevard area. There had been a discussion with the Sewer Authority, which said there was nothing in the area that would create a problem from sewerage. Because the temperature is lower than it should be, at this point the only suggestion is that there is an underground water source. There needs to be a discussion as to the possibility of the source and its origin.

Earlier today, there were reports of fish kills. However, during the discussion, it was pointed out that there were not a large number. It also was pointed out that there are substantial numbers of fish in the River, which could account for higher numbers of dead fish. Tom Cox said that the next sampling will be on the 23rd, 24th, or 25th of September.

Robert Broege said that he continued 60 Shore Road on the Agenda, as it is ongoing. Mike O'Brien said that there is nothing new.

Under Old Business, Joe Foster reported on 283 Sherrill Avenue, which is Squire Hall in Fort Monmouth. It went through extensive review at the Planning Board, and it has passed. He said there were no environmental issues.

This developed into a discussion about the River Walk. While this property does not affect the River Walk, Robert Broege agreed that there should be a review of the contracting provisions when properties are sold that include or are adjacent to the planned Riverwalk. There also was a suggestion that the River Walk should be controlled by the County, but there is a sense that may not be possible.

Jack Harris continued his discussion as to NJ FRAMES. He has spoken with representatives, and they prefer to have a single meeting, which would be with the Environmental Committee and, perhaps, Water Watch. He suggested that the presentation could be 1.5 to 2 hours. Robert Broege said that Water Watch could join, and the hours of 7 – 9 pm could be set aside. There might be need for approximately 15 minutes to take care of basic business. He said that a suggested date was November 4, which is the first Monday in November. Robert Broege said that would be possible, subject to building availability.

Robert Broege presented the available information as to background to develop proposed plastics prevention ordinances. He mentioned the ANJEC work, and he distributed copies of the proposed ANJEC ordinance along with related material. He mentioned there is additional material online, that the Members can review.

Under New Business, the application for a detached garage at 262 Arnold Avenue was noted. It is a CAFRA application, and the sense is that no Committee action is required.

Questions were raised as to the construction of a retaining wall at 36 Tohican Place. Joseph Foster reported that this had been before the Planning Board for the construction of a home. There were several variances. The issue of the retaining wall is in a new application, and he will review it in conjunction with the Planning Board application.

The variance application for 544 Seawaneka Avenue also involves a retaining wall as well as an outdoor shower. Joe Foster said there were a number of questions, and they will be discussed at Planning Board.

Richard Guskos presented no FMERA report, as there has been no meeting since the last meeting. He is working to obtain the mandatory conceptual review. He said it has been sent to Oceanport, and it needs to be located and retrieved.

There were no members of the public in attendance. In the discussion section, it was noted that the NJ FRAMES Program is being funded by NJDEP.

With no further business discussed, the meeting was adjourned at 9:12 p.m.

Respectfully submitted,

Robert Broege

Robert D. Broege, Chairman

OCEANPORT ENVIRONMENTAL ADVISORY COMMITTEE

Minutes of Meeting

14 October 2019

Robert D. Broege, Chairman, called the monthly meeting of the Oceanport Environmental Advisory Committee to order at 8:04 pm on 14 October 2019, at Blackberry Bay Park Pavilion. In addition to Robert Broege, Vice Chairman Tom Cox, Robert Kelly, Rich Gruskos, Bruce Lane, and Patty Cooper attended. Joseph Foster, Joe Harris, and Council Liaison Mike O'Brien reported that they were unable to attend.

Robert Broege distributed the final Minutes for the August meeting. The Members acknowledged receipt of the Agenda for the meeting of this date and the draft Minutes for the September meeting.

Robert Broege reported the plan to attempt to schedule the adjourned NJFRAMES meeting for November 4. It would be the same 7 p.m. to 9 p.m. time period. This will be a separate meeting, and the regular meeting will be held on November 11. The Members plan to attend. We also discussed additional persons to attend. Robert Broege pointed out that it is to be a single meeting, and the attendance was meant to be limited. Depending upon the results of the meeting, a public meeting available to all persons from the Borough could be planned.

A general discussion was held as to the NJFRAMES analysis of future water problems and the effect on the Borough. A specific discussion was held as to the recent storm, which resulted in severe flooding in certain areas of the Borough. It was suggested to Robert Broege that he make certain the Borough Engineer, Bill White, is aware of the time and date of the meeting.

Tom Cox presented the Water Watch Sampling Report. It generally was the same as the most recent reports to the end that most locations were in good order. The Boulevard East site remains very high at over 6,000. It is too high for the testing lab to determine an exact figure.

Robert Broege mentioned the work going forward for a recommendation on a plastics ordinance. He pointed out that the Borough of Little Silver recently implemented its program under an ordinance. Bruce Lane had obtained and provided a copy of the ordinance. It was agreed that going forward we need to obtain any ordinances from surrounding towns, including Little Silver, as a certain degree of coordination would be appropriate. Specifically, Monmouth Beach has an ordinance to be reviewed.

Robert Broege mentioned that most of the reports under Old Business were for Planning Board applications that were being reviewed by Joe Foster. As Joe Foster could not attend the meeting, Robert Broege spoke with him. He said that there has been no action on the listed items, as the scheduled Planning Board meeting had been canceled.

Under New Business there were four variance applications, one for each of 8 Haskell Way, 121 Horseneck Point, 27 Morris Place, and 274-278 Main Street. Robert Broege said he would make certain that Joe Foster had this information to be reviewed before the next Planning Board meeting. He noted continuing matters at 275 Port au Peck. Several of the Members were aware of the recent activity. Apparently, remediation work is being done to allow the property owner to obtain two building lots. The notice indicates that a three-foot cap of dirt will be placed on the property.

Robert Broege reported on an application for construction of a single-family dwelling in a tidal flood zone at 27 Shore Road. The Members are well aware of the flooding conditions at Shore Road. It will be up to the NJDEP to determine whether construction will be allowed.

Under New Business, a discussion was held as to the need to replace the support structure in the Borough drains. At the same time, there was a discussion of the sewer system on the Fort Monmouth property to the end that it is to be the responsibility of Fort Monmouth and the property owners. Regarding the storm drains, the estimate is a cost of $8.2 million, and there is a discussion on funding, including the possibility of a separate tax.

There were no members of the public present. The meeting was adjourned at 8:56 p.m.

Respectfully submitted,

Robert D Broege

Robert D. Broege, Chairman

OCEANPORT ENVIRONMENTAL ADVISORY COMMITTEE

Minutes of Meeting

11 November 2019

Robert D. Broege, Chairman, called the monthly meeting of the Oceanport Environmental Advisory Committee to order at 8:06 pm on 11 November 2019, at Blackberry Bay Park Pavilion. In addition to Robert Broege, Vice Chairman Tom Cox, Rich Gruskos, Joseph Foster, and Council Liason Mike O'Brien attended. Bruce Lane, Bob Kelly, and Jack Harris reported that they would be unable to attend.

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

Robert Broege confirmed with the Members their terms of office. He pointed out that Anthony Forlini has not been able to attend meetings, and presumably he will be resigning notwithstanding that his term continues until 31 December 2020. Mike O'Brien asked about replacements. Robert Broege pointed out that we have been fortunate to obtain individuals with specific expertise, and we would hope to find that quality in a replacement. The replacement would be as an alternate, because, presumably, the Mayor will appoint either Patty Cooper or Jack Harris as a permanent member.

Thomas Cox presented the report on the water testing. Again, the reading at the Boulevard East site was very high in excess of 6,000. He mentioned that there had been a discussion with the Sewer Authority, and although there had been no determination, he said the Sewer Authority had agreed to investigate further. He will contact the Sewer Authority representatives. The reading at the Oceanport Landing site was high at 470, but it is not out of line. There was some rain at the time, and that tends to increase the contamination due to runoff.

Joe Foster had noted the outstanding list of applications for the Planning Board. He reported that the application for 36 Tohican Place had been heard, and the retaining wall was approved. The same applies to 544 Seawanaka, although it may not have yet passed. As to applications involving retaining walls, after being checked for the protection to be provided, the height is checked as well, and in some instances a fence above the wall is required. There may be fences required in the present cases before the Board.

Moving forward, the application for 8 Haskell Way remains open. It is for the installation of a generator. The issue to be discussed will be the effect of the noise. Michael O'Brien, as well as certain other Members, pointed out that generators are allowed, and it is well known that they create a significant noise when they are in use.

121 Horseneck Point has been approved. It was a variance request after the fact. He stated that all is in order as to a retaining wall.

There were a number of questions relating to the application for 274-278 Main Street. It was not clear as to the connection with other applications. Robert Broege will check the records, as it is noted that Oceanport Gardens, which is Lot 5 of Block 121, also is involved.

27 Morris Place was listed for a variance, but, in fact, it is a CAFRA application. No action is required.

27 Shore Road is an NJDEP application for construction at or near a flood hazard area. It will be reviewed by NJDEP.

A discussion was held as to NJFRAMES. Robert Broege reported that Jack Harris was unable to attend, but he is suggesting a January date. All Members agreed that we want the matter to move forward. Robert Broege

suggested that it be held on January 13, a regular meeting date, at which time a brief organizational meeting can be held.

Under the application review procedure, Rich Gruskos mentioned that FMERA emphasizes that the Oceanport Environmental Advisory Committee should be informed. It has to do with notification of mandatory conceptual reviews that are submitted with applications. He said that a letter from the Mayor is needed, and the request should state that the mandatory conceptual review is received before a meeting. A question was raised about the review being received by Bill White, the Borough Engineer.

As a separate matter, a question was raised about an alternate to attend Planning Board meetings, when and if Joe Foster cannot attend. Joe Foster said he would look into it.

A discussion was held as to the proposed plastic bag ordinance. Mike O'Brien suggested that any reasonable suggested ordinance should be submitted, as amendments are possible. There is a Council meeting on December 5, and he would like to have something to propose on that date. Subject to further review, Tom Cox said that he will provide a draft from the Monmouth Beach Ordinance. It is a relatively simple ordinance. Robert Broege agreed, but said he wanted to review it in conjunction with the recently implemented Little Silver Ordinance with the understanding that a draft will be to Mike O'Brien in time for the December 5 meeting.

Under New Business, the application for a variance for a shed at 29 Pocano Avenue was briefly reviewed. No questions were raised. At to 416 Milton Avenue, it is based upon an under-sized lot, and there appeared to be no environmental issues.

The variance application at 189 Comanche Drive is for a new home. It appears to be covered by CAFRA. In fact, it would be a CAFRA permit not a variance as stated.

There was a discussion as to the application for a transition waiver at Lot 4 of Block 121 on East Main Street. Again, all of the work to be accomplished in that area is to be reviewed and clarified.

Richard Gruskos, in his FMERA report, again mentioned notification of mandatory conceptual reviews. He discussed the status of carve outs, and the procedure for the Army receiving a no-further-action letter from NJDEP. When that is accomplished, the Army will make a declaration that the property is ready to be transferred.

He reports that recently nine carved-out areas have been satisfactorily cleaned and are established as ready to transfer. They anticipate that an additional nine will be completed and ready for transfer in February of next year. He was not certain whether any of these properties are subject to purchase agreements.

He discussed the situation as to landfills. FMERA has determined that all landfill areas should be rectified before any are declared to be acceptable. The procedure is to cover with good soil to a depth of approximately two feet.

He mentioned that Osprey nests have been removed from three utility poles at Fort Monmouth. He said that they have created fire hazards. As to the landfills, it may be three to five years until all is accomplished.

There were no members of the public at the meeting. After a general discussion of various properties at Fort Monmouth, the meeting was adjourned at 9:24 p.m.

Respectfully submitted,

Robert Broege

Robert D. Broege, Chairman

PORT-AU-PECK CHEMICAL HOSE COMPANY NO. 1

Volunteer Fire Company

433 Myrtle Avenue. Oceanport, New Jersey 07757
Phone 732-229-9771 Fax 732-483-6199

	Tot.	Men	Tot.Hrs.
JAN	897.000	6.0	109.6
FEB	1007.000	7.2	158.1
MARCH	324.000	5.5	40.5
APRIL	1225.000	4.9	97.2
MAY	798.000	3.8	69.3
JUNE	233.000	4.3	18.3
JULY	1462.000	5.5	160.5
AUG	458.000	6.3	59.4
SEPT	734.000	5.5	88.3
OCT	767.000	5.7	99.2
NOV	699.000	5.8	83.2
DEC	746.000	6.1	159.2
	TOTAL MIN.	AVG PERSONNEL	TOTAL MAN HRS
	9350.000	5.5	1142.8

PORT -AU-PECK FIRE COMPANY RESPONDED TO 227 FIRE INCIDENTS AND DRILLS TOTALING 1142.8 WORKING MAN HRS.

FOR THE YEAR OF 2019.

CAPTAIN TOM GALLO

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

CAPTAINS MONTHLY REPORT

SEPTEMBER 2019

	Date	Location	MA	Type of Call	Min.	# Men	Hrs.
1	1-Sep	30 CARTY AVE		WATER LEAK	11	2	0.37
2	4-Sep	1 BLUE PT COVE		FIRE ALARM	14	6	1.40
3	4-Sep	1 BLUE PT COVE		FIRE ALARM	5	6	0.50
4	5-Sep	4 INDUSTRIAL WAY E	MA	FIRE ALARM	28	1	0.47
5	7-Sep	E MAIN ST & PAP AVE		MVA	23	6	2.30
6	9-Sep	STATION 2		DRILL	90	15	22.50
7	10-Sep	CRESCENT AVE & EATONTOWN BL		MVA	34	7	3.97
8	12-Sep	SPRINGLAKE & MYRTLE AVE		MVA	63	10	10.50
9	14-Sep	349 PAP AVE		SMOKE CONDITION	29	5	2.42
10	16-Sep	25 SPRINGFIELD AVE		FIRE ALARM	27	1	0.45
11	16-Sep	STATION 2		DRILL	60	7	7.00
12	18-Sep	4 INDUSTRIAL WAY E	MA	FIRE ALARM	35	3	1.75
13	20-Sep	34 STEEPLECHASE		FIRE ALARM	27	4	1.80
14	21-Sep	STATION 2		DRILL	60	3	3.00
15	23-Sep	STATION 2		DRILL	120	11	22.00
16	24-Sep	19 POCANO AVE		FIRE ALARM	28	5	2.33
17	26-Sep	274 E MAIN ST		POLICE ASSIST	33	3	1.65
18	26-Sep	113 OCEANPORT AVE		WIRES	9	3	0.45
19	27-Sep	MONMOUTH RD & EATONTOWN BL		WIRES	19	4	1.27
20	28-Sep	EATONTOWN BLVD & WOLF HILL		MVA	19	7	2.22
21							0.00
22							0.00
23							0.00
24							0.00
25							0.00
26							0.00
27							0.00
		TOTAL CALLS					

Tot.	Men	Tot.Hrs.
734	5	88.33

Mutial Aid
Structure Fire
Drill
Gas Leak
Fire Alarm
C.O. Alarm
Cover Assignment
Brush Fire
Vehicle Fire
M.V.A
Smoke Condition
Ice Water Rescue
Wires/Transformer
Other
Haz Mat
Meeting

Captain _____

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CAPTAINS MONTHLY REPORT

OCTOBER **2019**

	Date	Location	MA	Type of Call	Min.	# Men	Hrs.
1	4-Oct	42 Gosselin Ave		Fire Alarm	30	6	3.00
2	4-Oct	332 E Main St		Fire Alarm	20	6	2.00
3	7-Oct	Station 2		Drill	120	12	24.00
4	8-Oct	2 Crescent Pl		Fire Alarm	18	6	1.80
5	8-Oct	32 Doreen Dr		Gas Leak	30	6	3.00
6	12-Oct	1000 Sanger Ave		Fire Alarm	20	5	1.67
7	14-Oct	Station 2		Drill	120	9	18.00
8	15-Oct	Wolf Hill School		Fire Prevention	105	11	19.25
9	17-Oct	1075 Stephenson Ave		Brush Fire	24	10	4.00
10	18-Oct	49 Nottingham Dr	MA	Odor of smoke	16	3	0.80
11	18-Oct	234 Industrial Way E	MA	Odor of smoke	75	2	2.50
12	19-Oct	258 Madison St	MA	Furnace	6	2	0.20
13	19-Oct	274 E Main St		Police Assist	40	3	2.00
14	21-Oct	1248 Eatontown Blvd		MVA	50	16	13.33
15	22-Oct	42 Riverside Ave		Fire Alarm	24	4	1.60
16	22-Oct	6 Industrial Way E	MA	Fire Alarm	27	1	0.45
17	23-Oct	6 Industrial Way E	MA	Fire Alarm	15	1	0.25
18	24-Oct	5 Meridian Road	MA	Fire Alarm	9	3	0.45
19	24-Oct	548 Seawaneka Ave		Fire Alarm	18	3	0.90
20							0.00
21							0.00
22							0.00
23							0.00
24							0.00
25							0.00
26							0.00
27							0.00
		TOTAL CALLS					

Tot.	Men	Tot.Hrs.
767	6	99.20

Mutial Aid
Structure Fire
Drill
Gas Leak
Fire Alarm
C.O. Alarm
Cover Assignment
Brush Fire
Vehicle Fire
M.V.A
Smoke Condition
Ice Water Rescue
Wires/Transformer
Other
Haz Mat
Meeting

Captain _____

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CAPTAINS MONTHLY REPORT

NOVEMBER 2019

	Date	Location	MA	Type of Call	Min.	# Men	Hrs.
1	28-Oct	Monmouth Blvd. & Myrtle Ave		MVA	37	12	7.40
2	28-Oct	Station 2		Drill	60	17	17.00
3	29-Oct	6 Centenial Place		Brush	28	8	3.73
4	29-Oct	139 Grant Ave	MA	Fire Alarm	31	3	1.55
5	29-Oct	Myrtle & Deal Ave		MVA	17	8	2.27
6	30-Oct	18 South Route 35	MA	Structure	2	2	0.07
7	31-Oct	13 Asbury Ave		Wires	21	4	1.40
8	1-Nov	8 Iroquois Ave		Wires	17	3	0.85
9	2-Nov	4 Indusrtial Way	MA	Fire Alarm	10	1	0.17
10	4-Nov	46 Bradley Ave		CO Alarm	14	7	1.63
11	4-Nov	Station 2		Drill	120	7	14.00
12	5-Nov	15 Oneida		Ordor of Smoke	23	6	2.30
13	5-Nov	2 Osprey Lane		Fire Alarm	11	6	1.10
14	8-Nov	275 E. Main St		Ordor of Smoke	33	8	4.40
15	9-Nov	1281 Eatontown Blvd		Fire Alarm	24	7	2.80
16	11-Nov	23 White Hall Circle		CO Alarm	19	4	1.27
17	11-Nov	Station 2 @ 33-1		Drill	90	9	13.50
18	15-Nov	139 Grant Ave	MA	Fire Alarm	1	2	0.03
19	15-Nov	274 E. Main Street		Fire Alarm	36	1	0.60
20	16-Nov	Port-Au-Peck & Oceanport Ave		MVA	53	4	3.53
21	18-Nov	361 Port-Au-Peck Ave		Smoke Scare	10	5	0.83
22	24-Nov	37 Kremer Ave	MA	Structure	42	4	2.80
23							0.00
24							0.00
25							0.00
26							0.00
27							0.00
		TOTAL CALLS					

Tot.	Men	Tot.Hrs.
699	6	83.23

Mutial Aid	5
Structure Fire	2
Drill	3
Gas Leak	0
Fire Alarm	6
C.O. Alarm	2
Cover Assignment	0
Brush Fire	1
Vehicle Fire	0
M.V.A	3
Smoke Condition	3
Ice Water Rescue	0
Wires/Transformer	2
Other	
Haz Mat	
Meeting	

Captain _____

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CAPTAINS MONTHLY REPORT

DECEMBER **2019**

	Date	Location	MA	Type of Call	Min.	# Men	Hrs.
1	1-Dec	2 Crescent Place		Fire Alarm	18	3	0.90
2	2-Dec	Station 2		Drill	90	4	6.00
3	5-Dec	55 Wycoff Road	MA	Fire Alarm	13	2	0.43
4	5-Dec	1000 Sanger Ave		Fire Alarm	13	5	1.08
5	9-Dec	Station 2		Drill	90	11	16.50
6	12-Dec	8 Hill Ct		Fire Alarm	26	4	1.73
7	14-Dec	1000 Sanger Ave		Fire Alarm	19	4	1.27
8	14-Dec	Branchport & Morris Ave		Hazmat	9	3	0.45
9	21-Dec	Station 2		Santa Run	420	18	126.00
10	21-Dec	139 Grant Ave	MA	Fire Alarm	14	14	3.27
11	28-Dec	37 Main St		C.O. Alarm	27	3	1.35
12	30-Dec	3 Industrial Way E	MA	Fire Alarm	7	2	0.23
13							0.00
12							0.00
13							0.00
14							0.00
15							0.00
16							0.00
17							0.00
18							0.00
19							0.00
20							0.00
21							0.00
22							0.00
23							0.00
24							0.00
25							0.00
26							0.00
27							0.00
		TOTAL CALLS	12				

Tot.	Men	Tot.Hrs.
746	6	159.22

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

Captain _____

OCEANPORT FIRST AID CAPTAIN'S REPORT YEAR 2019

CALLS	580	127 CANCELLED + 80 MAS. CAS.	
EMERGENCIES	272		
M.V.A' s	28	44 PATIENTS	
FIRE' s	60		
TRANSPORT's	10		
BARIATRIC	7		
STANDBY's	6		
DRILL's	TREES 364 HRS	BAZAAR 504 HRS	
ALS CALL's			
DISPATCHED	209		
TREATED	88		
ACCOMPANIED			
UNAVAILABLE	7		
RELEASE	13		
REFUSED	10		
CANCELED	59		
TRANSPORTED			
PRONOUNCED	5		
MUTUAL AID	IN	OUT	ASSISTED
EATONTOWN	4 , 1C	4	
FORT MON.		64	
LITTLE SILVER	3		
MON. BEACH	11		3
MON. PARK		46 , 2C	
LONG BR.	2	1	2
W. LONG BR.	19 , 1C	23	7
OTHER	1 F D, 2 OAK	1 RU OT MAT HO	
CALLS / YEAR	580		
PERSON HRS.	3990 PERSON HRS.		
DAY CALLS	357		
NIGHT CALLS	206		
HOSPITAL			
MONMOUTH	164		
RIVERVIEW	55		
JERSEY SHORE	17		
OTHER	1		
AMBULANCE	CALLS	MILES / MON.	MILES / YR.
38-56	144		1232
38-57	208		1850
38-58	5		90
Total			3172

OCEANPORT FIRST AID CAPTAIN'S REPORT DEC. 2019

CALLS	38	CANCELLED	10
EMERGENCIES	28		
M.V.A' s		# OF PATIENTS	
FIRE' s	6		
TRANSPORT's	2		
CRISIS	2		
STANDBY's			
DRILL's			
ALS CALL's			
DISPATCHED	16		
TREATED	8		
ACCOMPANIED			
UNAVAILABLE			
RELEASE	1		
REFUSED			
CANCELED	7		
TRANSPORTED			
PRONOUNCED			

MUTUAL AID	IN	OUT	ASSISTED
EATONTOWN			
FORT MON.		4	
LITTLE SILVER	1		
MON. BEACH			
MON. PARK		2	
LONG BR.			
W. LONG BR.	2	2	
OTHER		1 - RUMSON	

CALLS / YEAR	580					
PERSON HRS.	CALLS 88 ,	CLASS 52 ,	MISC 50 ,	MEET 77 ,	TREE 364 ,	BAZ 504 , TOT 1135
DAY CALLS	26					
NIGHT CALLS	12					
HOSPITAL						
MONMOUTH	15					
RIVERVIEW	6					
JERSEY SHORE	1					
OTHER						

AMBULANCE	CALLS	MILES / MON.	MILES / YR.
38-56	2	7	
38-57	19	220	
38-58	0	27	
Total	21	254	

OCEANPORT FIRST AID CAPTAIN'S REPORT NOV. 2019

CALLS	33	CANCELLED	11
EMERGENCIES	20		
M.V.A' s	2	# OF PATIENTS	8
FIRE' s	8		
TRANSPORT's	2		
LIFT ASST	1		
STANDBY's	0		
DRILL's	0		
ALS CALL's			
DISPATCHED	7		
TREATED	3		
ACCOMPANIED	0		
UNAVAILABLE	0		
RELEASE	0		
REFUSED	2		
CANCELED	2		
TRANSPORTED	0		
PRONOUNCED	0		

MUTUAL AID	IN	OUT	ASSISTED
EATONTOWN	1C		
FORT MON.			
LITTLE SILVER			
MON. BEACH	1		
MON. PARK		2C	
LONG BR.			
W. LONG BR.	3 1C		
OTHER			

CALLS / YEAR	542
PERSON HRS.	CALLS 148 , MEET 27 , CLASSES 80 , MISC 50 , TOTAL 305 +
DAY CALLS	23
NIGHT CALLS	10
HOSPITAL	
MONMOUTH	9
RIVERVIEW	5
JERSEY SHORE	0
OTHER	0

AMBULANCE	CALLS	MILES / MON.	MILES / YR.
38-56	14	87	
38-57	6	260	
38-58	1	6	
Total		353	

OCEANPORT FIRST AID CAPTAIN'S REPORT OCT. 2019

CALLS	51	CANCELLED	10
EMERGENCIES	33		
M.V.A' s	5	# OF PATIENTS	11
FIRE' s	10		
TRANSPORT's	1		
MED. ALARMES	2		
STANDBY's			
DRILL's			
ALS CALL's			
DISPATCHED	13		
TREATED	6		
ACCOMPANIED			
UNAVAILABLE			
RELEASE	3		
REFUSED	1		
CANCELED	2		
TRANSPORTED	1		
PRONOUNCED			

MUTUAL AID	IN	OUT	ASSISTED
EATONTOWN			
FORT MON.		4	
LITTLE SILVER			
MON. BEACH			
MON. PARK	1c	4	
LONG BR.	1 in to WLB		
W. LONG BR.	1	2	
OTHER			

CALLS / YEAR	509
PERSON HRS.	CALLS 180, MISC. 450, CLASSES 160, MEETINGS 50, TOTAL 840 HRS.
DAY CALLS	30
NIGHT CALLS	21
HOSPITAL	
MONMOUTH	22
RIVERVIEW	6
JERSEY SHORE	
OTHER	

AMBULANCE	CALLS	MILES / MON.	MILES / YR.
38-56	7	67	
38-57	27	189	
38-58			
Total		256	

OCEANPORT FIRST AID CAPTAIN'S REPORT SEPT. 2019

CALLS	46	CANCELLED	6
EMERGENCIES	29		
M.V.A' s	8	# OF PATIENTS	14
FIRE' s	8		
TRANSPORT's	1		
BARIATRIC			
STANDBY's	3		
DRILL's	1		
ALS CALL's			
DISPATCHED	20		
TREATED	10		
ACCOMPANIED			
UNAVAILABLE			
RELEASE	2		
REFUSED	2		
CANCELED	6		
TRANSPORTED			
PRONOUNCED			

MUTUAL AID	IN	OUT	ASSISTED
EATONTOWN			
FORT MON.		3	
LITTLE SILVER			
MON. BEACH	1		
MON. PARK		5	
LONG BR.			1
W. LONG BR.	2	3	1
OTHER			

CALLS / YEAR	458				
PERSON HRS.	CALLS 181 HRS	STANDBYS 165 HRS	DRILLS 50 HRS	MEETINGS 100	TOT 496 HRS
DAY CALLS	30				
NIGHT CALLS	16				
HOSPITAL					
MONMOUTH	20				
RIVERVIEW	6				
JERSEY SHORE	3				
OTHER	0				

AMBULANCE	CALLS	MILES / MON.	MILES / YR.
38-56	2	28	
38-57	34	248	
38-58	0	0	
Total		276	

OCEANPORT FIRST AID CAPTAIN'S REPORT AUG. 2019

CALLS	48	CANCELLED	10
EMERGENCIES	32		
M.V.A. s & BOATS	5	# OF PATIENTS	11
FIRE' s	9		
TRANSPORT's	1		
BARIATRIC	0		
STANDBY's	1		
DRILL's	0		
ALS CALL's			
DISPATCHED	18		
TREATED	7		
ACCOMPANIED	0		
UNAVAILABLE	1		
RELEASE	0		
REFUSED	2		
CANCELED	5		
TRANSPORTED	0		
PRONOUNCED	3		

MUTUAL AID	IN	OUT	ASSISTED
EATONTOWN			
FORT MON.		9	
LITTLE SILVER			
MON. BEACH			
MON. PARK		11	
LONG BR.	1. FOR. W.L.B.		
W. LONG BR.	1	3	1
OTHER			

CALLS / YEAR	412
PERSON HRS.	CALLS 211 , STANDBYS 28 , CLASSES 15 , MEETINGS 45 , MISC. 10 , TOTAL 310 HRS.
DAY CALLS	24
NIGHT CALLS	24
HOSPITAL	
MONMOUTH	16
RIVERVIEW	2
JERSEY SHORE	1
OTHER	0

AMBULANCE	CALLS	MILES / MON.	MILES / YR.
38-56	3	20	
38-57	37	230	
38-58	1 WITH M-2	3	
Total		253	

OCEANPORT FIRST AID CAPTAIN'S REPORT JULY, 2019

CALLS	72	CANCELLED	20		
EMERGENCIES	53				
M.V.A' s	5	# OF PATIENTS	8		
FIRE' s	13				
TRANSPORT's	0				
BARIATRIC	0				
STANDBY's	1				
DRILL's	1				
ALS CALL's					
DISPATCHED	26				
TREATED	12				
ACCOMPANIED					
UNAVAILABLE	3				
RELEASE	3				
REFUSED					
CANCELED	8				
TRANSPORTED					
PRONOUNCED					
MUTUAL AID	IN	OUT	ASSISTED		
EATONTOWN	1				
FORT MON.		15			
LITTLE SILVER					
MON. BEACH					
MON. PARK		12			
LONG BR.					
W. LONG BR.					
OTHER	2 OAKH IN WLB				
CALLS / YEAR	364				
PERSON HRS.	CALLS 337,	STANDBY 90,	CLASS 23,	MISC 68,	TOTAL 518
DAY CALLS	42				
NIGHT CALLS	30				
HOSPITAL					
MONMOUTH	28				
RIVERVIEW	5				
JERSEY SHORE	3				
OTHER	0				
AMBULANCE	CALLS	MILES / MON.	MILES / YR.		
38-56	5	24			
38-57	54	434			
38-58	0	41			
Total	59	499			

OCEANPORT FIRST AID CAPTAIN'S REPORT JUNE, 2019

CALLS	68	CANCELLED			
EMERGENCIES	39				
M.V.A' s	6	# OF PATIENTS	9		
FIRE' s	20		1 LIFT ASSIST		
TRANSPORT's	2	BARIATRIC	1		
MASS CAS.	1	# OF PATIENTS	8O +/-		
STANDBY's	2				
DRILL's	1				
ALS CALL's					
DISPATCHED	17				
TREATED	9				
ACCOMPANIED					
UNAVAILABLE	1				
RELEASE					
REFUSED					
CANCELED	7				
TRANSPORTED					
PRONOUNCED					
MUTUAL AID	IN	OUT	ASSISTED		
EATONTOWN					
FORT MON.		10			
LITTLE SILVER	1				
MON. BEACH	2				
MON. PARK		4			
LONG BR.	1				
W. LONG BR.	1. To. Mon. Pk.	2			
OTHER		1 O.T. TO WLB			
CALLS / YEAR	306				
PERSON HRS.	125 CALLS	40 CLASSES	133 MISC	24 MEETINGS	322 TOTAL
DAY CALLS	50				
NIGHT CALLS	18				
HOSPITAL					
MONMOUTH	11				
RIVERVIEW	11				
JERSEY SHORE	1				
OTHER					
AMBULANCE	CALLS	MILES / MON.	MILES / YR.		
38-56	5	34			
38-57	39	252			
38-58	1	4			
Total	45	290			

OCEANPORT FIRST AID CAPTAIN'S REPORT MAY. 2019

CALLS	49	CANCELLED	
EMERGENCIES	27		
M.V.A' s	3	# OF PATIENTS	
FIRE' s	7		
TRANSPORT's	1		
LIFT ASSIST	6		
STANDBY's			
DRILL's			
ALS CALL's	12		
DISPATCHED	12		
TREATED	5		
ACCOMPANIED			
UNAVAILABLE	1		
RELEASE	5		
REFUSED			
CANCELED	1		
TRANSPORTED			
PRONOUNCED			

MUTUAL AID	IN	OUT	ASSISTED
EATONTOWN			
FORT MON.		7	
LITTLE SILVER	1		
MON. BEACH	3		
MON. PARK		5	
LONG BR.			2
W. LONG BR.	3	7	
OTHER		1 RUM. C	

CALLS / YEAR	237
PERSON HRS.	113 CALLS , 125. STANDBY , 51. MEET , 73 MISC , 22 CLASS TOT. 384
DAY CALLS	38
NIGHT CALLS	11
HOSPITAL	
MONMOUTH	22
RIVERVIEW	5
JERSEY SHORE	
OTHER	

AMBULANCE	CALLS	MILES / MON.	MILES / YR.
38-56	24	220	
38-57	4	104	
38-58	0	0	
Total		324	

OCEANPORT FIRST AID CAPTAIN'S REPORT APR. 2019

CALLS	44	CANCELLED	10
EMERGENCIES	17		
M.V.A' s	1	# OF PATIENTS	1
FIRE' s	12		
TRANSPORT's	0		
BARIATRIC	3	3 CANC.	
STANDBY's	1		
DRILL's	0		
ALS CALL's			
DISPATCHED	14		
TREATED	8		
ACCOMPANIED	0		
UNAVAILABLE	0		
RELEASE	1		
REFUSED	1		
CANCELED	2		
TRANSPORTED	0		
PRONOUNCED	2		

MUTUAL AID	IN	OUT	ASSISTED
EATONTOWN		2	
FORT MON.		4	
LITTLE SILVER	1		
MON. BEACH			2
MON. PARK		2	
LONG BR.			
W. LONG BR.	4		2
OTHER	1 FD		

CALLS / YEAR	43/188
PERSON HRS.	CALLS 92 , S.B. 30 , DRILL 50 , CLASSES 32. , MEETINGS 85. , MISC. 50 , TOTAL 339
DAY CALLS	24
NIGHT CALLS	19
HOSPITAL	
MONMOUTH	11
RIVERVIEW	4
JERSEY SHORE	4
OTHER	0

AMBULANCE	CALLS	MILES / MON.	MILES / YR.
38-56	20	217	
38-57	2	8	
38-58	1	7	
Total		232	

OCEANPORT FIRST AID CAPTAIN'S REPORT MAR. 2019

CALLS	42	CANCELLED	12		
EMERGENCIES	26				
M.V.A' s	6	# OF PATIENTS	6		
FIRE' s	4				
TRANSPORT's	5				
BARIATRIC	1 CANC.				
STANDBY's	0				
DRILL's	1				
ALS CALL's					
DISPATCHED	18				
TREATED	9				
ACCOMPANIED	0				
UNAVAILABLE	0				
RELEASE	0				
REFUSED	3				
CANCELED	6				
TRANSPORTED	0				
PRONOUNCED	0				
MUTUAL AID	IN	OUT	ASSISTED		
EATONTOWN		1			
FORT MON.		4			
LITTLE SILVER					
MON. BEACH					
MON. PARK		1			
LONG BR.					
W. LONG BR.	3	3			
OTHER					
CALLS / YEAR	145				
PERSON HRS.	123 HRS. CALLS	21HRS. DRILL	27 HRS.CLASS	250 HRS. MISC.	421 HRS. TOTAL
DAY CALLS	32				
NIGHT CALLS	10				
HOSPITAL					
MONMOUTH	16				
RIVERVIEW	8				
JERSEY SHORE	0				
OTHER	0				
AMBULANCE	CALLS	MILES / MON.	MILES / YR.		
38-56	22	205			
38-57	7	55			
38-58	1				
Total		260			

OCEANPORT FIRST AID CAPTAIN'S REPORT FEB. 2019

CALLS	58	CANCELLED	
EMERGENCIES			
M.V.A' s	2	# OF PATIENTS	3
FIRE' s	21	MUT. AID OUT	6
TRANSPORT's	2		
BARIATRIC	1 OUT CANC.		
STANDBY's			
DRILL's			
ALS CALL's			
DISPATCHED	17		
TREATED	9		
ACCOMPANIED			
UNAVAILABLE	1		
RELEASE			
REFUSED			
CANCELED	7		
TRANSPORTED			
PRONOUNCED			

MUTUAL AID	IN	OUT	ASSISTED
EATONTOWN	2 IN 1 CANC.		
FORT MON.		4 OUT 1 CANC.	
LITTLE SILVER			
MON. BEACH	1 IN CANC.		
MON. PARK		2 OUT 1 CANC.	
LONG BR.	1 TO SHRE. TWP.	1 OUT , 1CANC.	
W. LONG BR.	1		1
OTHER		1 TO MATT. TWP.	

CALLS / YEAR	103
PERSON HRS.	CALLS 148,CLASSES 66, MEETINGS 76, MISC.55 TOTAL 345HRS.
DAY CALLS	36
NIGHT CALLS	22
HOSPITAL	
MONMOUTH	13
RIVERVIEW	3
JERSEY SHORE	1
OTHER	0

AMBULANCE	CALLS	MILES / MON.	MILES / YR.
38-56	27	186	390
38-57	4	19	19
38-58	0	0	2
Total		205	411

OCEANPORT FIRST AID CAPTAIN'S REPORT JAN. 2019

CALLS	46	CANCELLED	8
EMERGENCIES	30		
M.V.A' s	1	# OF PATIENTS	1
FIRE' s	14		
TRANSPORT's			
BARIATRIC	1		CANC.
STANDBY's	0		
DRILL's	0		
ALS CALL's			
DISPATCHED	19		
TREATED	8		
ACCOMPANIED	1		
UNAVAILABLE	0		
RELEASE	1		
REFUSED	0		
CANCELED	8		
TRANSPORTED	1		
PRONOUNCED	0		

MUTUAL AID	IN	OUT	ASSISTED
EATONTOWN		1	
FORT MON.		8	
LITTLE SILVER			
MON. BEACH	3		
MON. PARK			
LONG BR.			
W. LONG BR.	4	3	3
OTHER		1 HOLM. CANC.	

CALLS / YEAR	46				
PERSON HRS.	CALLS 91	CLASSES 81	MEETINGS 39	MISC. 200	TOTAL 411
DAY CALLS	32				
NIGHT CALLS	14				
HOSPITAL					
MONMOUTH	17				
RIVERVIEW	6				
JERSEY SHORE	0				
OTHER	1 - HOLM. CANC.				

AMBULANCE	CALLS	MILES / MON.	MILES / YR.
38-56	20	204	204
38-57	2	0	0
38-58	0	2	2
Total			

BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES ● JANUARY 16, 2020

Workshop **Maple Place School** **7:00 PM**

2 Maple Place, Oceanport, NJ 07757

I. Meeting Called to Order: Mayor Coffey called the meeting to order at 7:03 p.m.

II. Statement of Compliance with Open Public Meetings Act: *This meeting complies with the Open Public Meetings Act by notification on January 6, 2020 of this location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough website.*

III. Flag Salute: Mayor Coffey led the audience and members of the Council in the flag salute

IV. Invocation: Borough Chaplain Stacy Deerin was unable to attend.

V. Roll Call:

Attendee Name	Title	Status	Arrived
Jay Coffey	Mayor	Present	
William Deerin	Councilman	Present	
Richard Gallo	Council President	Present	
Bryan Keeshen	Councilman	Present	
Michael O'Brien	Councilman	Late	7:12 PM
Thomas Tvrdik	Councilman	Present	
Meghan Walker	Councilwoman	Present	
Jeanne Smith	Borough Clerk	Present	
Scott Arnette	Board Attorney	Present	
Donna M. Phelps	Borough Administrator	Present	
Catherine D. LaPorta	Chief Financial Officer	Present	

VI. Winners of Holiday Decorating Contest: Mayor Coffey read the results of the contest and then asked any winners present to come forward and accept a gift card for The Marina at Oceanport presented by Scott Marcantonio of the Parks & Recreation Committee.

1. Best Overall - 219 Comanche Dr (Carmine & Carol Caruso)
2. Best Tree - 81 Manitto Pl (Lori Bennett)
3. Best Yard - 13 Pocano Ave (Richard & Lisa Veltri)
4. Best Door/Windows - 42 Mohican (Filip & Arlene Fina)
5. Best Centennial/Traditional - 98 Algonquin Ave (Kevin & Florence Victor)
6. Most Original - 11 Oneida Ave (Louis & Laura Chestman)

VII. Administrator's Report: Ms. Phelps reported that the Borough's application for sports wagering revenue was submitted for approximately $100,964.92 to cover the cost of Police radio equipment and pole installation. The balance of the full amount $172,570 will carry over to the 2020 application. She stated that Sea Bright has a resolution to extend the shared services agreement for Court. The Borough received an application to request access for Two Rivers Water Reclamation Authority (TRWRA) to the unimproved portion of Comanche Dr. right of way to perform soil borings. Ms. Phelps attended the MEL/JIF reorganization meeting and luncheon and advised of an adoption of NJ's domestic violence policy for public employers. The Borough received its 2017 tonnage grant in the amount of $4,721.44; the 2018 tonnage report was submitted in April, and if approved by the DEP, that grant will be $15,033.80. The 2019 tonnage grant will be submitted in April 2020.

Work continues at the new Municipal Complex, including tests on the roof and discussions regarding possible demolition of the back of the Police Dept. while the building is still open and the contractor's demolition crew is still there. Ms. Phelps stated the Borough is waiting for estimates on those items and final costs for the mold remediation and fire suppression system.

VIII. Guest: Two Rivers Water Reclamation Authority:
John Bonforte and Michael Gianforte, representatives from the TRWRA appeared. Mr. Gianforte spoke about a sewer interceptor project that will run from Sommers Park in Oceanport to an existing pump station in Monmouth Beach. The existing underwater pipe has started corroding. He described the damage the system incurred as a result of Superstorm Sandy and use of $6.5 million in funds from FEMA for repairs and the interceptor project, with expectations to receive a full $11 million from FEMA. He then described details of the project, and the impact it will have on Oceanport. The project will begin in 2021 and last 2 years for the construction. The estimated cost of the project is $60 million, and TRWRA will bond for $75 million. There will be no increase in fees for member towns because a previous bond will be paid off in 2020 and this new debt will basically maintain the same rates. Councilwoman Walker asked about construction noise, which Mr. Gianforte addressed. Councilman Keeshen asked about removal of excavated material and re-paving roads. Mr. Gianforte responded that they would have to work on that with the design but they would certainly make the park as good as it was and if they destroyed the roads, they would repair the roads. Council President Gallo asked if the park would be closed during the construction and Mr. Gianforte said it needs to be closed for safety reasons. A better timeframe will be provided once the project begins.

IX. Clerk's Report: Ms. Smith advised there were 11 items on the consent agenda. She requested direction regarding committee minutes and discussed public access to those minutes. Each member of the Governing Body received a handbook from the NJ League of Municipalities, a primer for newly elected and existing officials.

Regular Meeting Items:

1. Resolution authorizing payment of BILL LIST 01-16-2020
2. Resolution authorizing Tax Sale Redemption #19-00001
3. Resolution appointing 2020 CJHIF Commissioners
4. Ordinance Amending Chapter 103 - Volunteer Incentives
5. Ordinance Providing for Title 39 Traffic Regulations for Liberty Walk Development
6. Receipt & Acceptance of Minutes, Historical Committee, Nov. 14, 2019
7. Receipt & Acceptance of Minutes, Recreation Committee, Nov. 13, 2019
8. Receipt of Minutes, Public Safety Committee, Jan. 6, 2020
9. Approval of First Aid Membership, Rachel Smith
10. Mayor & Council - Workshop - Dec 5, 2019
11. Mayor & Council - Regular Meeting - Dec 19, 2019

X. Discussion Items:

1. Resolution authorizing Change Order #5 to Benjamin Harvey Co. Contract for Municipal Complex
   Ms. Phelps announced there was a $625 credit as a result of canceling a sign. Item moved to regular meeting with no objections by Council.
2. Resolution authorizing Change Order #6 to Benjamin Harvey Co. Contract for Municipal Complex
   Ms. Phelps reported this was for additional sanitary piping for the OEM portion of the Police Dept. building for a charge of $9,581.24. Item moved to regular meeting with no objections by Council.
3. Resolution authorizing participation in the Bergen County Cooperative Purchasing Alliance
   Mayor Coffey explained how the cooperative allows the Borough to purchase goods and services outside the normal bidding process. Ms. LaPorta explained that OEM Director Buzz Baldanza requested membership in the co-op in order to purchase a dual drone and funds from the 2019 budget were encumbered, but would not be obligated until this resolution passed. Item moved to regular meeting with no objections by Council.

4. Information Technology Coordinator

Mayor Coffey advised that the Borough is required to have someone in Administration that answers to IT. Eventually, all records will be digital, and the Municipal Clerk is the custodian of records. There is no additional salary for assuming this responsibility. Mayor Coffey spoke about including these duties if the Governing Body wanted to create job descriptions or move the resolution to the Regular Agenda. Councilwoman Walker was fine with adding it to job descriptions but if they had been working on that for years why not name someone now rather than wait. Council agreed to move it to the agenda for action.

5. Single Use Plastic Ordinance

Councilman O'Brien led the discussion regarding an ordinance prohibiting single use plastics and requested input from Council members and the public regarding the impact on the community and local businesses. Council President Gallo stated that most bags are reused or recycled and that paper bags were replaced with plastic because of concern about trees. He spoke with some business owners in town and said most of them don't use too much in plastic. Councilwoman Walker opined that the ban on single use plastics will become the law of the land, citing the downside of plastics. Councilman Deerin suggested waiting to see if a revised State statute passes. Mayor Coffey added that enforcement could present a problem. Councilwoman Walker spoke with council members from Little Silver and Sea Bright and outlined their problems and reactions from residents and business owners about their ordinance to ban plastics. Finally, it was agreed that the Health & Human Services will analyze and come back before the Governing Body with a proposal.

XI. Mayor's Report: Mayor Coffey did not provide a report, deferring to the presentation to FMERA.

XII. FMERA Presentation - Status of Oceanport Parcels:

Bruce Steadman, Executive Director of FMERA, appeared and introduced Dave Nuse, former Executive Vice President. Mr. Steadman made a slide presentation regarding the Oceanport section of 418 acres. He described a development map, indicating Green Acres areas, parcels under contract or in negotiation, previously sold parcels, and parcels still waiting to be put out to bid. He also described parcel purchases from the Army and the distribution of funds after sales between FMERA & the Army. Mr. Steadman reported that about 75% of the former Fort is engaged in one fashion or another in a project and listed the properties that have been sold.

Mr. Nuse provided additional details regarding sales and development at the former Fort, including Allison Hall, Marina, Nurses Quarters, Barker Circle and the Warehouse district. He stated that 2 Requests for Offers to Purchase (RFOTP) are scheduled for the first half of 2020 for the 400 Area and the McAfee Complex. Mr. Nuse described a partnership with the NJ Innovation Institute to assist with planning for the tech incubator. There will be an RFOTP for approximately 12 acres that straddles the Oceanport/Eatontown borders. Mr. Nuse advised that the estimated assessed value of the combined Oceanport projects will be approximately $500 million, with net tax revenue about $7 million annually. Councilman Tvrdik asked questions regarding the development of the Warehouse district, 400 Area, treatment of osprey nests and ground testing. Mr. Nuse replied that the property would be sold as is and the Army is responsible for environmental cleanup, osprey nests relocation with DEP oversight and addressed questions about asbestos removal. There was discussion regarding density of residential properties and the Master Plan for the former Fort, osprey nests and affordable housing requirements. Mr. Stedman discussed FMERA's relationship with TRWRA and plans to replace basically all sewers on the former Fort, discussions between FMERA and NJAW to replace water lines and discussions with JCP&L planning to replace a substation and electric lines. He explained that FMERA operates on a "just in time" plan, so that when $1.00 is received, 99 cents is spent on required utilities, demolition and asbestos. Councilman Tvrdik asked questions about affordable housing and housing opportunities for senior citizens and veterans.

Mr. Steadman produced photos of projects in progress and those in progress. He described several proposed projects. He expressed his thanks to the Oceanport Police Dept. for their presence on the former Fort. Mr. Nuse answered questions about the number of bedrooms in the proposed residential units. Mr. Steadman discussed plans for the Warehouse district and Commissary, which are under contract with Denholtz developers. Mr. Nuse talked about the McAfee Center development plans and an

RFOTP will be issued in the first half of 2020. Mr. Steadman talked about monthly ad hoc meetings with the host municipalities, ownership/maintenance of streets, Greeley Field and Cowan Park by either the County or Borough. Mr. Steadman discussed the boundary line between Oceanport and Eatontown and expressed excitement about the availability of new liquor licenses.

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

Doug Glassmacher, 16 Iselin Lane, secretary for the HOA at Jockey Club, discussed setbacks for standby generators in that development. The HOA made a recommendation asking the Governing Body to consider modifying setback requirements for any Jockey Club residents requesting installation of standby generators. Councilman Tvrdik stated that he spoke with the Zoning Officer regarding generators and asked Mr. Glassmacher to have the Jockey Club HOA prepare uniform guidelines to be presented to the Governing Body. Mr. Glassmacher distributed copies of the HOA's resolution.

Kari Martin, 34 Hedge Dr., thanked Councilman O'Brien and Councilwoman Walker for their discussion on the single use plastic ordinance. She discussed how single use plastic is a pollution problem and poses risks to wildlife. Clean Ocean Action's beach clean ups show that plastics have increased and provided statistics regarding collection of plastics at these clean ups. She discussed the benefits of using cloth bags rather than plastic, and recent activity at the State level to enact a ban on single use plastics. She discussed funding opportunities to purchase and distribute cloth bags.

Rosanne Letson, Tinton Falls, appeared on behalf of the Oceanport Historical Committee. She provided details on the Committee's work for the Borough's Centennial this year. She recounted all the successful events the Committee held last year, its work on updating the Oceanport In Retrospect booklet, business sponsorships and plans for events this year.

Patrick McSorley, 285 Port Au Peck Ave., appeared and discussed the aging fleet of first responder vehicles. He provided details about the age of First Aid vehicles, and Fire Dept. rigs and expressed concern for the first responders and patients that they carry. He stated the first responders deserve equipment and vehicles they can trust. He asked the Governing Body to execute and implement a plan of attack with regard to these vehicles.

Scott Poyner, 38 Tecumseh Ave., asked the Governing Body not to rush into a decision either way on the single use plastics. He listed several options to using plastic bags. He believes that people should have the right to make the choice.

Stuart Briskey, Oceanport, asked about an ordinance amendment on the agenda regarding volunteer incentives. Mayor Coffey advised that public comment on that would be at the public hearing for that ordinance. Mr. Briskey suggested adding a public comment portion in the beginning of meetings on agenda items. He asked if the Borough sent any notice to the volunteer agencies regarding the proposed change. Mayor Coffey replied the Borough did not. He also advised that the reason it was an ordinance was because an ordinance requires a public hearing. Mr. Briskey asked that the proposed ordinance amendment be tabled and that the volunteer organizations be notified. Mayor Coffey explained how the process of approving an ordinance works.

Mark Patterson, 40 Itaska Pl., introduced himself and explained that he was recently sworn in as a member of the Board of Education and was appointed as liaison to Borough Council. He looks forward to an amicable relationship and something to build trust on.

Kari Martin, 34 Hedge Dr., reappeared and provided her Facts Sheet for the Governing Body.

`XIV. Executive Session:

#2020-48 Resolution authorizing an Executive Session

<u>Litigation, Negotiations and the Attorney Client Privilege</u> N.J.S.A. 10:4-12(b)(7)
Fair Share Housing vs. Borough of Oceanport Litigation

Matters Relating to the Employment Relationship N.J.S.A. 10:4-12(b)(8)
Building Subcode Official Reappointment
Electrical Subcode Official Reappointment

Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds N.J.S.A. 10:4-12(b)(5)
Block 65, Lot 4 - 275 Port Au Peck Avenue

At 9:04 pm, the Mayor asked for a motion to approve Resolution #2020-048, authorizing the Governing Body to enter Executive Session, which was made by Councilman O'Brien, seconded by Councilman Deerin.

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

Motion to Return to Workshop Meeting

At 9:45 pm, the Mayor & Council returned from Executive Session and the regular meeting was reopened on a motion by Council President Gallo and seconded by Councilman O'Brien and approved by Council.

XV. Adjournment: As there was no further business, the meeting was adjourned at 9:47 PM on a motion by Councilman Gallo, seconded by Councilman O'Brien and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES ● JANUARY 16, 2020

Regular Meeting **Maple Place School** **7:30 PM**

2 Maple Place, Oceanport, NJ 07757

I. Call to Order: Mayor Coffey called the meeting to order at 9:48 p.m.

II. Statement of Compliance with Open Public Meetings Act: Mayor Coffey stated "Adequate notice of this meeting has been provided by notice to the Asbury Park Press and The Link News on January 6, 2020, and by the posting of same on the municipal bulletin board and Borough Web Site."

III. Flag Salute: Mayor Coffey led the audience and members of the Council in the flag salute

IV. Invocation: Borough Chaplain Stacy Deerin was unable to attend.

V. Roll Call:

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

VI. Consent Agenda: Mayor Coffey called for a motion on the Consent Agenda. Council President Gallo requested that Item #7 be taken separately. Councilman Deerin made a motion to approve the remaining 9 items on the Consent Agenda which was seconded by Councilman O'Brien.

#2020-40 1. Resolution authorizing payment of BILL LIST 01-16-2020
#2020-41 2. Resolution authorizing Tax Sale Redemption #19-00001
#2020-42 3. Resolution appointing 2020 CJHIF Commissioners
#2020-43 4. Resolution authorizing Change Order #5 to Benjamin Harvey Co. Contract
#2020-44 5. Resolution authorizing Change Order #6 to Benjamin Harvey Co. Contract
#2020-45 6. Resolution authorizing participation in the NJ Cooperative Purchasing Alliance
(Separate) 7. Resolution reappointing Michael MacStudy to TRWRA
8. Receipt & Acceptance of Minutes, Historical Committee, Nov. 14, 2019
9. Receipt & Acceptance of Minutes, Recreation Committee, Nov. 13, 2019
10. Approval of First Aid Membership, Rachel Smith

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

VII. Resolutions Taken Separate from Consent:

#2020-46 Resolution reappointing Michael MacStudy to TRWRA

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

VIII. Minutes Approval:

1. Mayor & Council - Workshop - Dec 5, 2019 7:00 PM

RESULT:	**ACCEPTED [3 TO 0]**
MOVER:	Richard Gallo, Council President
SECONDER:	William Deerin, Councilman
AYES:	Deerin, Gallo, O'Brien
ABSTAIN:	Keeshen, Tvrdik, Walker

2. Mayor & Council - Regular Meeting - Dec 19, 2019 7:00 PM

RESULT:	**ACCEPTED [3 TO 0]**
MOVER:	Richard Gallo, Councilman
SECONDER:	William Deerin, Councilman
AYES:	Deerin, Gallo, O'Brien
ABSTAIN:	Keeshen, Tvrdik, Walker

IX. Resolutions:

#2020-47 Resolution designating coordinator of Information Technology

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

X. First Reading Ordinances:

#1015 Introduction of Ordinance Amending Chapter 103 - Volunteer Incentives

Councilman Tvrdik called for the introduction of **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY AMENDING CHAPTER 103 OF THE CODE OF THE BOROUGH OF OCEANPORT, ENTITLED "VOLUNTEER INCENTIVES"** and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdik moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of February 20, 2020 and to advertise same in accordance with the law, which was seconded by Councilman Deerin.

RESULT:	**APPROVED OF FIRST READING [UNANIMOUS]**	**Next: 2/20/2020 7:00 PM**
MOVER:	Thomas Tvrdik, Councilman	
SECONDER:	William Deerin, Councilman	
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker	

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

Councilman Tvrdik called for the introduction of **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY MAKING PROVISION OF SUBTITLE ONE OF TITLE 39 WITH VARIOUS TRAFFIC REGULATIONS APPLICABLE TO THE LIBERTY WALK DEVELOPMENT AND REGULATING THE USE OF SAID ROADWAYS, STREETS, DRIVEWAYS AND PARKING LOTS BY MOTOR VEHICLES"** and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdik moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of February 20, 2020 and to advertise same in accordance with the law, which was seconded by Councilman O'Brien.

RESULT:	**APPROVED OF FIRST READING [UNANIMOUS]**	**Next: 2/20/2020 7:00 PM**
MOVER:	Thomas Tvrdik, Councilman	
SECONDER:	Michael O'Brien, Councilman	
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker	

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

Councilman Tvrdik called for the introduction of **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY TO AMEND CHAPTER 390 "ZONING", TO REPLACE THE VILLAGE COMMERCIAL AFFORDABLE HOUSING OVERLAY INCLUSIONARY DISTRICT - 1 (VC-AH)"** and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdik moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of February 20, 2020 and to advertise same in accordance with the law, which was seconded by Council President Gallo.

RESULT:	**APPROVED OF FIRST READING [UNANIMOUS]**	**Next: 2/20/2020 7:00 PM**
MOVER:	Thomas Tvrdik, Councilman	
SECONDER:	Richard Gallo, Council President	
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker	

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

Councilman Tvrdik called for the introduction of **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY TO AMEND CHAPTER 390 "ZONING", TO CREATE THE MONMOUTH PARK AGE- RESTRICTED AFFORDABLE HOUSING OVERLAY INCLUSIONARY DISTRICT - 1(MPAR-AH)"** and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdik moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of February 20, 2020 and to advertise same in accordance with the law, which was seconded by Councilman Keeshen.

RESULT:	**APPROVED OF FIRST READING [UNANIMOUS]**	**Next: 2/20/2020 7:00 PM**
MOVER:	Thomas Tvrdik, Councilman	
SECONDER:	Bryan Keeshen, Councilman	
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker	

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

Councilman Tvrdik called for the introduction of **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY REPEALING AND REPLACING CHAPTER 108 "AFFORDABLE HOUSING" AND ARTICLE 11 OF CHAPTER 390 "PROVISIONS OF AFFORDABLE HOUSING" OF THE BOROUGH OF OCEANPORT TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORABILITY CONTROLS (UHAC) REGARDING**

COMPLIANCE WITH THE BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS" and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdik moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of February 20, 2020 and to advertise same in accordance with the law, which was seconded by Councilman Gallo.

RESULT:	**APPROVED OF FIRST READING [UNANIMOUS]**	**Next: 2/20/2020 7:00 PM**
MOVER:	Thomas Tvrdik, Councilman	
SECONDER:	Richard Gallo, Council President	
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker	

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

Councilman Tvrdik called for the introduction of **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY REPEALING AND REPLACING CHAPTER 390 ARTICLE X "DEVELOPMENT FEES" OF THE BOROUGH OF OCEANPORT TO PROVIDE FOR THE COLLECTION OF DEVELOPMENT FEES IN SUPPORT OF AFFORDABLE HOUSING AS PERMITTED BY THE NEW JERSEY FAIR HOUSING ACT"** and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdik moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of February 20, 2020 and to advertise same in accordance with the law, which was seconded by Councilman Keeshen.

RESULT:	**APPROVED OF FIRST READING [UNANIMOUS]**	**Next: 2/20/2020 7:00 PM**
MOVER:	Thomas Tvrdik, Councilman	
SECONDER:	Bryan Keeshen, Councilman	
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker	

XI. Committee Reports:

1. Councilman Deerin, Parks and Recreation - No report.
2. Council President Gallo, Public Works and Engineering - Council President Gallo reported meeting with Borough Engineer, William White, Ms. Phelps and Ms. Smith and Committee members developed 5 different bids to send out for garbage and recycling, with options including reducing the number of bulk pickups, transferring that responsibility and branch pickups to the DPW.
3. Councilman Keeshen, Public Safety Committee - Councilman Keeshen met with Councilwoman Walker, Ms. Phelps and Ms. LaPorta to discuss setting up meetings with Fire Depts., First Aid and Police. He and Councilwoman Walker also met separately with the Fire Chiefs and First Aid to discuss goals and objectives for 2020. Councilman Keeshen reported on the number of First Aid and Police calls in 2019. Additional meetings are scheduled with OEM and the Police.
4. Councilman O'Brien, Finance and Administration - No report.
5. Councilman Tvrdik, Planning and Development - Councilman Tvrdik met with the Ben Harvey, contractor for the new Municipal Complex, along with Ms. Phelps, Mayor Coffey, Council President Gallo and Det. Tucci. Discussion included dealing with mold issues. He reported that the Planning Board reorganization meeting was held on January 14, and Chris Widdis was again named Chairman and Jim Whitson was named Vice Chairman. Councilman Tvrdik thanked both of them for their extensive years of service. He provided an update on the Fitness Center and other Planning/Zoning Board applications.
6. Councilwoman Walker, Health and Human Services - Councilwoman Walker reported that she attended the Oceanport Board of Education reorganization meeting and provided details on elections and appointments, adding that a vacancy needs to be filled. Shore Regional Board of Education also held its reorganization, and Councilwoman Walker provided details on those elections, and advised that the Board will be searching for a new Superintendent due to the resignation of Mr. Farrell. Councilwoman Walker spoke with the Shore Regional Drug Alliance representative and provided details about an event it will be hosting. She also spoke to the Oceanport Drug Education Initiative, attended the Water Watch Committee meeting and reported on water testing and other activities of the Committee. The Committee requested an update on the check valves and infrared mapping. Ms. Phelps advised that she recently

spoke with Borough Engineer, Bill White about the issue and will let Councilwoman Walker know of any progress. Councilwoman Walker stated the Committee is unanimously in favor of the proposed ban on single use plastics. She attended the Environmental Committee meeting and reported on appointments and activities of the Committee, and advised this Committee is also unanimously in favor of the proposed ban on single use plastics. Councilwoman Walker asked Council to consider renaming the Environmental Committee to the Environmental Commission.

XII. Petitions from the public: Mayor Coffey opened the meeting to petitions from the public. As no one from the public wished to be heard, Mayor Coffey closed that portion of the meeting.

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

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT AWARDING CONTRACT TO MASER CONSULTING FOR ADDITIONAL SERVICES RELATED TO THE MAIN STREET PHASE 2 AND CR11/OCEANPORT AVE INTERSECTION IMPROVEMENTS PROJECT

Resolution #2020-74
02/20/20

WHEREAS, the Borough of Oceanport is a duly organized Municipal Corporation (hereinafter referred to as "Borough") having principal offices at 315 E. Main Street, Oceanport, New Jersey 07757; and

WHEREAS, the Borough Council adopted Resolution #2018-120 awarding a contract to Maser Consulting for engineering services for the Main Street Phase 2 and Oceanport Avenue and Main Street Intersection Improvements Project in the amount of $157,900.00; and

WHEREAS, the Borough Engineer has advised in correspondence dated January 9, 2020 that during the design process working in conjunction with the Monmouth County Engineering Department additional work was requested by the County or required by the design as it developed beyond the original scope of work; and

WHEREAS, the services to be provided are deemed to be "professional services" pursuant to the Local Public Contracts Law (N.J.S.A. 40:A 11-1, et seq.) and

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

1. That the Borough of Oceanport has awarded a Professional Service Contract to Maser Consulting as Borough Engineer for 2020 and the work to be performed will be consistent with their existing contract and a proposal for additional engineering services dated January 9, 2020 for the purpose of expanded design work related to the Main Street Phase 2 and the Oceanport Avenue and Main Street Intersection Improvements Projects .
2. That the compensation associated with the proposal shall not exceed $14,000.00
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.
4. That the Borough Clerk shall publish a notice of the award in the LINK News and the resolution and contract shall remain on file in the Borough Clerk's office.

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 funds are available in account #04-215-55-988-A08, not to exceed $14,000.00 for the above referenced professional services contract.

Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-74 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

MASER CONSULTING P.A.

Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

September 13, 2019
Revised January 9, 2020

VIA EMAIL & U.S. MAIL

Mayor and Council Members
Borough of Oceanport
315 E. Main Street
Oceanport, NJ 07757

Re: Additional Professional Services
Oceanport Avenue and Main Street Intersection Improvements
Borough of Oceanport, Monmouth County, New Jersey
MC Project No. OPB-159

Dear Mayor and Council Members:

Maser Consulting P.A. submitted a proposal with a very detailed scope of work for the redesign and signalization upgrades of the intersection of Oceanport Avenue with East Main Street and Main Street in order to minimize design costs. The Borough subsequently negotiated with the County for them to be responsible for the engineering and construction costs as outlined in the agreement executed by both parties, as the intersection was under their jurisdiction. Our office was authorized by the Borough to proceed with the design and is currently working with the Monmouth County Engineering Department. During the design process additional work was requested by the County or required by the design, as it developed, which was well beyond the original scope of work. A detail of the additional scope of work and the associated costs are outlined below.

PHASE 1.0 INTERSECTION DESIGN ADDITIONAL SERVICES

1.1 Roadway Design Plans

After a few meetings with the County, the limit of improvements was extended well beyond those originally anticipated as the horizontal alignment required significantly more realignment of curb and sidewalk as well as modification to the drainage systems.

Task 1.1 Lump Sum Fee **$9,800.00**

PHASE 2.0 TRAFFIC SIGNAL DESIGN ADDITIONAL SERVICES

2.1 Traffic Signal Design

Once the conceptual alignment plan was refined, it was determined the staging of construction required a separate design for a four-stage interim signal plan, which was not provided for in the

MASER CONSULTING P.A.

initial scope of work. This would permit the intersection to remain open during most of the construction period in lieu of an extended traffic detour period.

Phase 2.1 Lump Sum Fee **$4,200.00**

SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services. All fees are Lump Sum unless otherwise noted.

ADDITIONAL INTERSECTION IMPROVEMENTS

PHASE 1.0	INTERSECTION DESIGN ADDITIONAL SERVICES	
	1.1 Roadway Design Plans – expanded scope	$ 9,800.00
PHASE 2.0	TRAFFIC SIGNAL DESIGN ADDITIONAL SERVICES	
	2.1 Temporary Traffic Signal Design	$ 4,200.00
	SUBTOTAL FOR LUMP SUM PHASES 1.0 THRU 2.0	**$ 14,000.00**

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

Very truly yours,

MASER CONSULTING P.A.

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

WHW/nb
cc: Jeanne Smith, RMC, Borough Clerk

R:\General\Projects\Opb\OPB-159\Proposals\200109_whw_Additional-Services_2018 OPave_Main Street Intersection Improvements_R1.docx

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY APPROVING AN
EXTENSION OF THE SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF SHREWSBURY FOR THE USE OF COURTROOM FACILITIES**

Resolution #2020-75
02/20/20

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

WHEREAS, the Borough of Oceanport has need for temporary courtroom facilities and the Borough of Shrewsbury desires to continue providing use of their courtroom facilities in order to conserve resources and to provide for a more efficient and more economically sound service; and

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Oceanport hereby approves an agreement between the Borough of Oceanport and the Borough of Shrewsbury for the use of Shrewsbury's municipal courtroom facilities attached hereto.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute the shared services agreement.

I certify that the foregoing Resolution #2020-75 was adopted
by the Oceanport Governing Body at the Regular Meeting held
February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT DESIGNATING AUTHORITY FOR THE EXECUTION OF CHANGE ORDERS TO THE BENJAMIN R. HARVEY CONTRACT FOR THE NEW MUNICIPAL COMPLEX PROJECT

Resolution #2020-76
02/20/20

WHEREAS, the Borough of Oceanport has awarded a contract to Benjamin R. Harvey Co. for the new municipal complex improvements; and

WHEREAS, it is anticipated that change orders to the contract will arise due to the complexity and unknown variable of the improvements; and

WHEREAS, the Borough understands the time sensitivity related to some matters that necessitate a change order and desires to expedite such change orders to avoid delays in the project's progress; and

WHEREAS, the Borough Council has discussed and determined that in order to effectuate said change orders in a timely manner there is a need to designate an individual authorized to act in its stead until such time that the requested change order may be ratified by the Governing Body at the next regular meeting;

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

1. The Borough Administrator shall present requested change orders to the Council Planning & Development Committee for review and approval.

2. The Borough Administrator shall obtain a Certification of Funds available from the Chief Financial Officer for any change orders that require an increase to the contract.

3. Upon approval by the Council Planning & Development Committee and the availability of funds, the Borough Administrator is hereby designated as the individual authorized to execute requested change orders on behalf of the Governing Body.

4. All change orders shall be ratified by the Governing Body at the next regular meeting unless it is of an emergent need then may be acted upon at the next workshop meeting.

I certify that the foregoing Resolution #2020-76 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING AN INTERLOCAL SERVICES AGREEMENT WITH THE
BOROUGH OF EATONTOWN TO PROVIDE FIRE PREVENTIONS SERVICES**

Resolution #2020-77
02/20/20

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

WHEREAS, Oceanport and Eatontown desire to share Fire Prevention Services in order to conserve resources and to provide for a more efficient and more economically sound service; and

WHEREAS, the Borough Councils of both Oceanport and Eatontown find that it would be in the best interest of the parties that Fire Prevention Services for the Borough of Oceanport be provided by the Borough of Eatontown.

NOW THEREFORE IT IS HEREBY AGREED by and between the Mayor and Council of the Borough of Oceanport and the Mayor and Council of the Borough of Eatontown that the parties agree to enter into a shared services agreement.

NOW THEREFORE BE IT RESOLVED that the Mayor and Borough Clerk are hereby authorized to sign said shared services agreement for Fire Protection Services with Eatontown in accordance with the proposal offered by the Borough of Eatontown and after review and recommendation from Borough Counsel regarding said agreement.

I certify that the foregoing Resolution #2020-77 was adopted
by the Oceanport Governing Body at the Regular Meeting held
February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF EATONTOWN AND THE BOROUGH OF OCEANPORT FOR FIRE PREVENTION SERVICES

THIS AGREEMENT made the _____ day of February 2020 by and between the **BOROUGH OF EATONTOWN** and the **BOROUGH OF OCEANPORT,**

WITNESSETH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes municipalities to contract with each other for shared services.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. **Nature and Extent of Services:** The Borough of Eatontown under the auspices of the of the Office of the Fire Marshal will provide fire prevention inspection services for the Borough of Oceanport in accordance with N.J.A.C. 5:70-1.1 (a), et. seq. of the New Jersey Uniform Fire Code and Borough of Oceanport Ordinance 223, including but not limited to inspections, re-inspections, issuances of permits, collection of fees and fines, administration of Rapid Entry System and provide fire prevention education in school program,

2. **Consideration:** In consideration for services to be rendered by the Borough of Eatontown on behalf of the Borough of Oceanport, the Borough of Eatontown will retain all fees, local and life hazard use rebates, permit fees and other funds collected under the direction of the Uniform Fire Code. In 2019, Oceanport Life Hazard Use Fees totaled $25,925.61 and permit fees collected totaled $3,217. In the event the fees for 2020 collected by Eatontown total less than $25,000.00, Oceanport will reimburse Eatontown the difference between the fees collected and $25,000.00. In the event the fees for 2020 collected by Eatontown total more than $30,000.00, Eatontown will reimburse Oceanport the amount over $30,000.00. An annual report on the monies collected shall be provided by January 30, 2021 for the previous year.

3. **Duration of the Contract:** The term of this agreement shall be for one (1) year with the stipulation that either party may withdraw from this agreement at the end of the calendar year provided it gives thirty (30) days written notice to the other party. The Borough of Eatontown reserves the right to terminate this agreement at any time if the Borough of Oceanport falls to pay it share for services rendered. This agreement will go into effect on _____, 2020 through December 31, 2020 subject to the aforesaid provisions of termination.

4. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled pursuant to the Laws of the State of New Jersey by arbitration in accordance with the rules, then existing, of the American Arbitration Association or similar arbitrator and judgment upon an award rendered pursuant to such arbitration may be entered in any court in the State of New Jersey having jurisdiction thereof. In the event of conflict between the Rules of the American Arbitration Association or any other chosen arbitrator and any statute of the State of New Jersey, the parties agree to be bound by the laws of the State of New Jersey.

5. **Agency Relationship:** It is hereby acknowledged that the Borough of Eatontown's Office of the Fire Marshal and all personnel within the office subject to this agreement are performing services under this agreement as a general agent for the Borough of Oceanport and shall have all powers of performance reasonably necessary and convenient to carry out the duties, obligations and responsibilities under the agreement and allowable by law.

6. **Enactment Procedures:** The Borough of Eatontown and the Borough of Oceanport hereby acknowledge that prior to execution of this agreement, the respective municipal bodies shall authorize the same through and by the procedures and standards for the adoption of ordinances and/or resolutions set forth more fully under the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

7. **Miscellaneous:** The Borough of Oceanport shall designate the Eatontown Office of the Fire Marshal as the "Local Enforcement Agency" or "LEA". The Eatontown Office of the Fire Marshal shall provide monthly activity reports and an annual report, in an approved format, to the Borough of Oceanport and advise the Fire Committee and Fire Chief as necessary. Any notice required under this agreement shall be served upon the Borough Clerk of the Borough of Eatontown and the Borough Clerk of the Borough of Oceanport, with a copy provide to the respective Borough Attorneys.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals the day and year fist above written,

BOROUGH OF OCEANPORT	BOROUGH OF EATONTOWN
BY: _____	BY: _____
JOHN F COFFEY II, MAYOR	ANTHONY TALERICO, JR. MAYOR
Dated:_____	Dated:_____
ATTEST:	
_____	_____
JEANNE SMITH, RMC BOROUGH CLERK	JULIE MARTIN, RMC BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT AWARDING A NON-FAIR AND OPEN CONTRACT FOR CLEANING SERVICES BETWEEN PRO JANITORIAL LLC AND THE BOROUGH OF OCEANPORT

Resolution #2020-78
02/20/20

WHEREAS, the Borough of Oceanport is in need of cleaning, window and floor maintenance services for its buildings; and

WHEREAS, Pro Janitorial Services LLC has been providing this service to the Borough whom is satisfied with the services provided and wishes to award a new contract by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and,

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

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

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

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

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

1. Pro Janitorial Services, LLC is hereby awarded a contract to provide cleaning, window and floor maintenance services in accordance with a proposal dated December 20, 2019 for the period January 1, 2020 through December 31, 2020 for the amount of Twenty Three Thousand Four Hundred Seventy ($23,470.00) and an hourly rate of $20 for additional cleaning services requested on a special or emergent basis for a total amount not to exceed Twenty Five Thousand ($25,000) to Pro Janitorial Services, LLC, 308 Clifton Ave, Long Branch, New Jersey subject to provision of the appropriate certificate of insurance and business registration.

2. Pro Janitorial Services, LLC is prohibited from making any contribution to a political or candidate committee during the term of this appointment.

3. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport.

4. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.

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

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

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify sufficient funds are available in Account 01-201-26-310-253 for the purposes stated herein.

Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-78 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

JEANNE SMITH, RMC
BOROUGH CLERK

Pro Janitorial Services Cleaning Proposal LLC

The undersigned hereby accepts the proposal of **Pro Janitorial Services LLC** herein known as "**PJS**" to supply janitorial services for your 5 premises located at:

Old Wharf House (Borough Administrative Offices)		315 E. Main Street
Fort Monmouth Firehouse	(Police Headquarters)	282 Hildreth Avenue
Community Center	(Oceanport Library)	8 Iroquois Avenue
Public Works Office Trailer		900 Murphy Drive
Blackberry Bay Park Pavilion		440 Port Au Peck Avenue

With the following terms:

Beginning January 1st 2020 **"PJS"** will continue to provide cleaning services pursuant to the RFP 2018 Contract for Cleaning Services for Buildings at a monthly cost of **$1,735.00 :**

a)	Old Wharf House (Borough Administrative Offices)	$ 375.00
b)	Fort Monmouth Firehouse (Police Headquarters)	$ 650.00
c)	Community Center (Oceanport Library)	$ 250.00
d)	Public Works Office Trailer 900 Murphy Drive	$ 160.00
e)	Blackberry Bay Park Pavilion 440 Port Au Peck Avenue	$300.00

1) Carpet Shampoo, Stripping and Waxing of tiled areas, Scrubbing and Recoating with Wax, Window Cleaning: upon request at an additional charge See pages 20-21 Schedule of Cost of the RFP for 2018 Contract for Cleaning Services for Buildings.
2) Any services provided outside of the work schedule will be billed accordingly.
3) **"PJS"** reserves the right to cancel and or postpone cleaning services during inclement weather (snow, flooding etc).
4) Services are not performed on the major Public Holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Eve and Christmas Day and will require an agreed upon additional charge prior to scheduling Holiday work. Notice for service on a holiday is requested as far in advance as possible.
5) **"PJS"** will require upon acceptance 2 set of keys for the Service Providers (2 sets of keys to be supplied to accommodate crew and **"PJS"** need to perform inspections) and alarm combination.
6) All cleaning equipment and cleaning supplies will be furnished by **"PJS"** with the **exception** of toiletries, garbage liners and paper supplies which can be purchased

independently or for your convenience **"PJS"** can purchase them for you at our cost plus 15% billed monthly on your bill.

7) Either Party to this contract may terminate its participation herein upon 14 days' notice to the other party

8) **Boro of Oceanport** hereby agrees that they will not employ, hire or subcontract for any reason, the employees of PJS during the term of this contract and for a period of 12 months after this contract is terminated. This clause and agreement between the parties shall survive the termination of this contract.

9) Invoicing is at the beginning of each month for previous month's service.

10) Certificate of General Liability or Workmen's Compensation Insurance available upon request.

Accepted:

By: _____ By: Hasmik Anechiarico

Title: _____ Title: Managing Member____

Boro of Oceanport Pro Janitorial Services LLC

Dated _____ Dated____12/20/2019_____

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**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY AUTHORIZING THE
MAYOR TO SIGN THE SETTLEMENT AND MUTUAL RELEASE AGREEMENT
WITH WILD HEART INDUSTRIES, LLC**

Resolution #2020-79
02/20/20

WHEREAS, the Borough of Oceanport has received a request for final payment from Wild Heart Industries, LLC (hereinafter, Wild Heart) a contractor for the Borough with whom they entered in to a contract for certain work at the Borough's facility on the old Fort Monmouth property; and,

WHEREAS, the Borough maintains that as part of the work that Wild Heart performed it damaged Borough property and structures in a way that was not anticipated or expected based upon the work to be performed; and,

WHEREAS, Wild Heart contends that the damage done during construction was of a type and kind to be expected given the scope of the project and existing conditions at the job site; and,

WHEREAS, the Borough of Oceanport has discussed and negotiated the terms and conditions of the Settlement and Mutual Release Agreement and has attached the Agreement and make it a part hereof; and,

WHEREAS, the Borough continues to retain $27,876.90 of the contract price with Wild Heart, who seeks full payment of that amount for the work that it performed pursuant to the contract and in satisfaction of its contractual rights; and,

WHEREAS, the parties do hereby agree that the Borough shall retain $9,000.00 as an offset for the damage that occurred during the execution and completion of the project that is the subject of the Agreement and shall pay to Wild Heart $18,876.90 as full and final payment on it's Contract with the Borough; and,

WHEREAS, the Borough Council of the Borough of Oceanport do hereby agree with the terms and conditions set forth in the Settlement and Mutual Release Agreement and are desirous of having the matter resolved and moving the project forward.

NOW THEREFORE BE IT RESOLVED, that the Governing Body of the Borough of Oceanport hereby authorizes the Mayor of the Borough of Oceanport to sign and execute the Settlement and Mutual Release Agreement and directs that the $18,876.90 settlement sum be paid to Wild Heart Industries, LLC in the form of a manual check to be issued by the Chief Financial Officer.

I certify that the foregoing Resolution #2020-79 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This **SETTLEMENT AND MUTUAL RELEASE AGREEMENT** ("*Agreement*") is made and entered into effective this 20th day of February 2020 (the "*Effective Date*"), by and between Wild Heart Industries, LLC ("*Wild Heart*" or "*Contractor*"), a New Jersey limited liability company and the Borough of Oceanport, Monmouth County, New Jersey ("*Borough*" or "*Owner*"). The Contractor and the Borough may each individually be referred to as a "*Party*", and collectively, the "*Parties*".

WHEREAS, (a) the Parties entered into that certain contract (the "*Contract*") for the performance of asbestos abatement and demolition of certain buildings owned by the Borough known as MC Project No. OPB-164 (the "*Project*"); and (b) certain claims and disputes have arisen between the Parties regarding the Contract, damage to the construction site structure and payment in relation to the Contract; and (c) the Parties now wish to enter this Agreement as a complete and final settlement of these claims, differences, and causes of action relating to this dispute between the Parties arising out of or related to the damage to the construction site structure and payment for work performed under the Contract on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated in and made part of this Agreement, and in further consideration of the mutual and several covenants hereinafter contained, and for other good and valuable consideration by each Party delivered to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby freely and voluntarily by and between themselves as follows:

1. PAYMENT CONDITIONS.

The Parties agree to settle any and all disputes between them with regard to the Contract and Project with payment by the Borough to Contractor totaling EIGHTEEN THOUSAND EIGHT HUNDRED SEVENTY SIX AND 90/100 DOLLARS ($18,876.90) (the "*Settlement Sum*"). The Settlement Sum shall be paid by the Borough to Contractor by a single check delivered to the Contractor within three (3) calendar days from the Effective Date. This shall represent the full and final payment of all monies alleged to be owed by the Borough to the Contractor under the above referenced contract.

2. MUTUAL RELEASES.

Except for the covenants, agreements, debts, obligations and liabilities created by and explicitly and specifically set forth in this Agreement, the Parties hereby fully, finally and forever release and discharge each other, from the payment obligations under the contract and the damage that was done to the construction site structure during construction and specifically release and give up these claims that they may have against each other, and their respective subsidiaries, parents, related entities, officers, shareholders, directors, representatives, agents, servants, employees, attorneys, successors, heirs, assigns, estates, executors, predecessors, and lenders. The Parties understand and agree that this Agreement fully and completely and finally settles and satisfies the issues and claims of payment and damages to the construction site structure released herein.

3. OTHER TERMS.

(a) The Parties hereto each state and agree that this Agreement is the product of good-faith negotiations between the Parties, understand, and agree that each Party has extended good and valuable consideration to the other, and each Party is entitled to reasonably rely on this and other provisions contained herein. (b) The Parties each represent and warrant that they have: (i) read this entire Agreement; (ii) know and understand the contents of this Agreement; (iii) know that the terms are contractual and not merely recitals; (iv) have signed this Agreement of their own free will and, as applicable, with the full corporate authority to do so; and (v) have obtained or waived the right of advice of legal counsel prior to execution of this Agreement. This Agreement was negotiated at arm's length, and each Party participated in the drafting of the Agreement. This Agreement shall be deemed to have been drafted jointly by the Parties. Accordingly, any rule pertaining to the construction of contracts to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or of any modifications of or amendments to this Agreement. (c) This Agreement contains the entire understanding and agreement between the Parties and supersedes all prior contemporaneous written and oral agreements and understandings with respect to the subject matter hereof. NO ORAL PROMISES OR AGREEMENTS ARE PART OF THIS SETTLEMENT AGREEMENT. This Settlement Agreement shall not be modified, amended or supplemented except pursuant to an instrument in writing executed and delivered on behalf of the Contractor and Borough. (d) This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective representatives, successors and assigns. (e) It is hereby agreed that the failure of any party hereto to demand rigid adherence to one or more or all of the terms of this Agreement on one or more occupations shall not be construed as a waiver nor deprive such party of the right thereafter to insist upon strict compliance therewith. (f) In the event that any provision of this Agreement is found invalid, such a finding will not invalidate any other provision, and the remaining terms, conditions and provisions of this Agreement shall remain in full force and effect. (g) The Recitals set forth above are hereby incorporated by reference into this Agreement as if set forth at length and repeated herein. (h) Each Party shall deliver or cause to be delivered to the other Party, at such times and places as shall be reasonably agreed to, such additional instruments as the other may reasonably requested for the purpose of carrying out this Agreement. (i) The paragraph headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Settlement Agreement. (j) This Agreement shall be governed by the laws of the state of New Jersey, without regard to any choice of law rules. (k) The individual who signs this Agreement in a representative capacity represents that he or she is authorized to execute this Settlement Agreement and to bind the Party hereto. (l) This Settlement Agreement may be executed in counterparts and sent by electronic transmittal, i.e. email, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Contractor:	**Owner:**
WILD HEART INDUSTRIES, LLC	**BOROUGH OF OCEANPORT**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RESOLUTION OF THE BOROUGH OF OCEANPORT AWARDING A CONTRACT FOR THE MAIN STREET PHASE 2 AND INTERSECTION IMPROVEMENTS BETWEEN THE BOROUGH OF OCEANPORT AND EARLE ASPHALT COMPANY

Resolution #2020-80
02/20/20

WHEREAS, the Borough of Oceanport advertised for bids for the Main Street Phase 2 and Intersection Improvements Project; 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 three (3) bids; and

WHEREAS, the lowest responsible bid submitted by Earle Asphalt Company of Farmingdale, New Jersey hereinafter referred to as "Contractor" was as follows:

Proposal A	$206,013.13
Proposal B	$977,500.00

WHEREAS, the recommendation is to pursue both Proposals A and B for a contract total in the sum of One Million One Hundred Eighty-Three Thousand Five Hundred Thirteen Dollars and thirteen cents ($1,183,513.13); and

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

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

1. That the Borough of Oceanport is hereby authorized to award the Main Street Phase 2 and Intersection Improvements Project, Proposals A and B, to Earle Asphalt Company subject to the conditions set forth herein.
2. That said Contract shall be in the total sum of One Million One Hundred Eighty-Three Thousand Five Hundred Thirteen Dollars and thirteen cents ($1,183,513.13).
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 said Contract shall be contingent upon review and approval of the bid documents by NJDOT, Monmouth County Engineer and the Borough Attorney.
5. Subject to Certification of Funds by the Chief Financial Officer.
6. 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 Account #04-215-55-988-A08 in the amount of $1,183,513.13 for the stated purpose.

Catherine D. LaPorta, CFO

I certify that the foregoing Resolution #2020-80 was adopted by the Oceanport Governing Body at the Regular Meeting held

February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

MASER CONSULTING P.A.

Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

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February 13, 2020

Honorable Mayor and Council
Borough of Oceanport
315 East Main Street
Oceanport, NJ 07757

Re: Main Street Phase 2 and Intersection Improvements
At County Route 11 and Main Street/East Main Street
Borough of Oceanport, Monmouth County, New Jersey
Project No. OPB-159

Dear Mayor and Council:

On Thursday February 13, 2020 at 11:00 a.m., bids were received for the Main Street Phase 2 and Intersection Improvements at County Route 11 and Main Street/East Main Street Project. We have reviewed the bids and found them to be in order with the exception of a few minor mathematical errors which are corrected on the attached spreadsheet. A comparison of the bids is as follows:

BIDDER	EARLE ASPHALT COMPANY	BLACK ROCK	FIORE PAVING CO. INC.
PROPOSAL A	$ 206,013.13	$ 226,900.17	$211,325.22
PROPSAL B	$977,500.00	$968,623.24	$1,092,706.18
GRAND TOTAL	**$1,183,513.13**	**$1,195,523.41**	**$1,304,031.40**

The apparent low bidder has worked with our office previously and their work has been found to be acceptable. Based upon our review of the above referenced bid it is our recommendation that the contract be awarded to Earle Asphalt Company, PO Box 556, Farmingdale, NJ 07727 for Proposal A and Proposal B.

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

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

Very truly yours,

MASER CONSULTING P.A.

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

WHW/nb
Enclosures
cc: Jeanne Smith, RMC, Borough Clerk (with enclosure and original bids)
Joseph Ettore PE, Monmouth County Engineer (via email, with enclosure)
Scott Arnette, Esq., Borough Attorney (via email)
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BID DATE: FEBRUARY 13, 2020

BID SUMMARY SHEET

MC PROJECT NUMBER: OPB-159
ENGINEER: WILLIAM HR WHITE, III, P.E.

	Main Street Phase 2 and Intersection Improvements County Route 11 (Oceanport Avenue) and Main Street BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NJ MC PROJECT NO. OPB-166			Fiore Paving Co., Inc. 4 Fiore Court Oceanport, NJ 07757				Earle Asphalt Company P.O. Box 556 Farmingdale. NJ 07727				Black Rock Enterprises 1316 Englishtown Road Old Bridge, NJ 08857			
Item	Description	UNIT	Qty	Unit Price	Item Total	Bid Total	Err.	Unit Price	Item Total	Bid Total	Err.	Unit Price	Item Total	Bid Total	Err.
	PROPOSAL A BID ITEMS														
1	CLEARING SITE	LS	1	$34,000.00	$34,000.00	$34,000.00		$19,077.41	$19,077.41	$19,077.41		$28,000.00	$28,000.00	$28,000.00	
2	MOBILIZATION	LS	1	$7,500.00	$7,500.00	$7,500.00		$10,000.00	$10,000.00	$10,000.00		$10,000.00	$10,000.00	$10,000.00	
3	EXCAVATION, UNCLASSIFIED	CY	165	$0.01	$1.65	$1.65		$5.00	$825.00	$825.00		$0.01	$1.65	$1.65	
4	HMA MILLING, 3" OR LESS	SY	5,990	$2.50	$14,975.00	$14,975.00		$3.75	$22,462.50	$22,462.50		$5.00	$29,950.00	$29,950.00	
5	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	SY	590	$0.01	$5.90	$5.90		$1.00	$590.00	$590.00		$0.01	$5.90	$5.90	
6	HOT MIX ASPHALT 19M64, BASE COURSE, 4" THICK	TON	170	$70.00	$11,900.00	$11,900.00		$35.00	$5,950.00	$5,950.00		$25.00	$4,250.00	$4,250.00	
7	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK	TON	700	$82.00	$57,400.00	$57,400.00		$90.00	$63,000.00	$63,000.00		$96.00	$67,200.00	$67,200.00	
8	TACK COAT	GAL	600	$4.00	$2,400.00	$2,400.00		$0.01	$6.00	$6.00		$4.00	$2,400.00	$2,400.00	
9	POLYMERIZED JOINT ADHESIVE	LF	3,400	$1.00	$3,400.00	$3,400.00		$0.01	$34.00	$34.00		$0.01	$34.00	$34.00	
10	RESET EXISTING CASTING	UNIT	2	$250.00	$500.00	$500.00		$400.00	$800.00	$800.00		$750.00	$1,500.00	$1,500.00	
11	6" X 8" X 18" CONCRETE VERTICAL CURB	LF	680	$35.00	$23,800.00	$23,800.00		$37.00	$25,160.00	$25,160.00		$38.50	$26,180.00	$26,180.00	
12	CONCRETE SIDEWALK, 4" THICK	SY	230	$74.00	$17,020.00	$17,020.00		$81.50	$18,745.00	$18,745.00		$70.00	$16,100.00	$16,100.00	
13	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	130	$85.00	$11,050.00	$11,050.00		$115.00	$14,950.00	$14,950.00		$88.00	$11,440.00	$11,440.00	
14	DETECTABLE WARNING SURFACE	SY	3	$250.00	$750.00	$750.00		$265.00	$795.00	$795.00		$225.00	$675.00	$675.00	
15	HOT MIX ASPHALT DRIVEWAY, 5" THICK	SY	30	$57.50	$1,725.00	$1,725.00		$50.00	$1,500.00	$1,500.00		$60.00	$1,800.00	$1,800.00	
16	TRAFFIC STRIPES, 4"	LF	3,135	$1.00	$3,135.00	$3,135.00		$0.75	$2,351.25	$2,351.25		$0.60	$1,881.00	$1,881.00	
17	TRAFFIC MARKINGS LINES, 24"	LF	90	$3.00	$270.00	$270.00		$2.30	$207.00	$207.00		$1.75	$157.50	$157.50	
18	DRUM	UNIT	25	$0.01	$0.25	$0.25		$0.01	$0.25	$0.25		$1.00	$25.00	$25.00	
19	CONSTRUCTION SIGNS	SF	230	$10.00	$2,300.00	$2,300.00		$0.01	$2.30	$2.30		$20.00	$4,600.00	$4,600.00	
20	BREAKAWAY BARRICADES	UNIT	12	$0.01	$0.12	$0.12		$0.01	$0.12	$0.12		$0.01	$0.12	$0.12	
21	TRAFFIC DIRECTOR, FLAGGER	HR	150	$86.00	$12,900.00	$12,900.00		$86.00	$12,900.00	$12,900.00		$86.00	$12,900.00	$12,900.00	
22	TOPSOILING, 4" THICK	SY	365	$9.00	$3,285.00	$3,285.00		$10.00	$3,650.00	$3,650.00		$6.00	$2,190.00	$2,190.00	
23	FERTILIZING AND SEEDING, TYPE F	SY	365	$0.01	$3.65	$3.65		$0.01	$3.65	$3.65		$2.00	$730.00	$730.00	
24	STRAW MULCHING	SY	365	$0.01	$3.65	$3.65		$0.01	$3.65	$3.65		$2.00	$730.00	$730.00	
25	FUEL PRICE ADJUSTMENT	DOLLARS	1	$1,500.00	$1,500.00	$1,500.00		$1,500.00	$1,500.00	$1,500.00		$1,500.00	$1,500.00	$1,500.00	
26	ASPHALT PRICE ADJUSTMENT	DOLLARS	1	$1,500.00	$1,500.00	$1,500.00		$1,500.00	$1,500.00	$1,500.00		$1,500.00	$1,500.00	$1,500.00	
	TOTAL PROPOSAL A AMOUNT				**$211,325.22**				**$206,013.13**				**$225,750.17**		

BID DATE: FEBRUARY 13, 2020

BID SUMMARY SHEET

MC PROJECT NUMBER: OPB-159
ENGINEER: WILLIAM HR WHITE, III, P.E.

	Main Street Phase 2 and Intersection Improvements County Route 11 (Oceanport Avenue) and Main Street BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NJ MC PROJECT NO. OPB-166			Fiore Paving Co., Inc. 4 Fiore Court Oceanport, NJ 07757				Earle Asphalt Company P.O. Box 556 Farmingdale. NJ 07727				Black Rock Enterprises 1316 Englishtown Road Old Bridge, NJ 08857			
Item	Description	UNIT	Qty	Unit Price	Item Total	Bid Total	Err.	Unit Price	Item Total	Bid Total	Err.	Unit Price	Item Total	Bid Total	Err.
	PROPOSAL B														
1	SILT FENCE	LF	400	$3.00	$1,200.00	$1,200.00		$4.50	$1,800.00	$1,800.00		$4.00	$1,600.00	$1,600.00	
2	INLET FILTER TYPE 2, 2' X 4'	UNIT	11	$50.00	$550.00	$550.00		$50.00	$550.00	$550.00		$150.00	$1,650.00	$1,650.00	
3	BREAKAWAY BARRICADE	UNIT	8	$175.00	$1,400.00	$1,400.00		$0.01	$0.08	$0.08		$100.00	$800.00	$800.00	
4	DRUM	UNIT	60	$80.00	$4,800.00	$4,800.00		$0.01	$0.60	$0.60		$55.00	$3,300.00	$3,300.00	
5	TRAFFIC CONE	UNIT	5	$30.00	$150.00	$150.00		$0.01	$0.05	$0.05		$15.00	$75.00	$75.00	
6	CONSTRUCTION SIGNS	SF	500	$15.00	$7,500.00	$7,500.00		$0.01	$5.00	$5.00		$20.00	$10,000.00	$10,000.00	
7	PORTABLE VARIABLE MESSAGE SIGN	UNIT	4	$2,500.00	$10,000.00	$10,000.00		$3,000.00	$12,000.00	$12,000.00		$0.01	$0.04	$0.04	
8	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	UNIT	2	$6,000.00	$12,000.00	$12,000.00		$12,000.00	$24,000.00	$24,000.00		$5,000.00	$10,000.00	$10,000.00	
9	TEMPORARY TRAFFIC STRIPES, 4"	LF	11000	$0.30	$3,300.00	$3,300.00		$0.15	$1,650.00	$1,650.00		$0.35	$3,850.00	$3,850.00	
10	TEMPORARY TRAFFIC STRIPES, 24"	LF	150	$3.00	$450.00	$450.00		$1.50	$225.00	$225.00		$1.90	$285.00	$285.00	
11	TRAFFIC DIRECTORS, FLAGGERS	ALLOW	1	$25,000.00	$25,000.00	$25,000.00		$25,000.00	$25,000.00	$25,000.00		$25,000.00	$25,000.00	$25,000.00	
12	FUEL PRICE ADJUSTMENT	DOLLAR	1	$1,000.00	$1,000.00	$1,000.00		$1,000.00	$1,000.00	$1,000.00		$1,000.00	$1,000.00	$1,000.00	
13	ASPHALT PRICE ADJUSTMENT	DOLLAR	1	$1,000.00	$1,000.00	$1,000.00		$1,000.00	$1,000.00	$1,000.00		$1,000.00	$1,000.00	$1,000.00	
14	CLEARING SITE	LS	1	$120,000.00	$120,000.00	$120,000.00		$98,528.74	$98,528.74	$98,528.74		$65,000.00	$65,000.00	$65,000.00	
15	EXCAVATION, UNCLASSIFIED	CY	713	$70.00	$49,910.00	$49,910.00		$25.00	$17,825.00	$17,825.00		$40.00	$28,520.00	$28,520.00	
16	EXCAVATION, TEST PIT	CY	20	$300.00	$6,000.00	$6,000.00		$0.01	$0.20	$0.20		$200.00	$4,000.00	$4,000.00	
17	I-14 SOIL AGGREGATE	CY	163	$80.00	$13,040.00	$13,040.00		$3.00	$489.00	$489.00		$45.00	$7,335.00	$7,335.00	
18	DGA BASE COURSE, 6" THICK	SY	906	$2.50	$2,265.00	$2,265.00		$1.00	$906.00	$906.00		$15.00	$13,590.00	$13,590.00	
19	DGA, BACKFILL	CY	60	$70.00	$4,200.00	$4,200.00		$3.00	$180.00	$180.00		$68.00	$4,080.00	$4,080.00	
20	HMA MILLING, 3" OR LESS	SY	7004	$5.00	$35,020.00	$35,020.00		$6.50	$45,526.00	$45,526.00		$6.00	$42,024.00	$42,024.00	
21	HOT MIX ASPHALT PAVEMENT REPAIR	SY	100	$60.00	$6,000.00	$6,000.00		$10.00	$1,000.00	$1,000.00		$55.00	$5,500.00	$5,500.00	
22	POLYMERIZED JOINT ADHESIVE	LF	6160	$1.25	$7,700.00	$7,700.00		$0.01	$61.60	$61.60		$0.75	$4,620.00	$4,620.00	
23	TACK COAT	GAL	800	$4.00	$3,200.00	$3,200.00		$0.01	$8.00	$8.00		$4.00	$3,200.00	$3,200.00	
24	HMA 9.5M64, SURFACE COURSE, 2" THK	TON	1023	$110.00	$112,530.00	$112,530.00		$120.00	$122,760.00	$122,760.00		$105.00	$107,415.00	$105.00	*
25	HMA 19M64, BASE COURSE, 4" THK	TON	330	$135.00	$44,550.00	$44,550.00		$110.00	$36,300.00	$36,300.00		$120.00	$39,600.00	$39,600.00	
26	15" REINFORCED CONCRETE PIPE	LF	250	$125.00	$31,250.00	$31,250.00		$90.00	$22,500.00	$22,500.00		$80.00	$20,000.00	$20,000.00	
27	15" REINFORCED CONCRETE PIPE, CLASS V	LF	110	$145.00	$15,950.00	$15,950.00		$130.00	$14,300.00	$14,300.00		$155.00	$17,050.00	$17,050.00	
28	CLEANIING EXISTING PIPE, 12" - 24" DIAMETER	LF	81	$50.00	$4,050.00	$4,050.00		$25.00	$2,025.00	$2,025.00		$30.00	$2,430.00	$2,430.00	
29	14" DUCTILE IRON PIPE	LF	39	$325.00	$12,675.00	$12,675.00		$175.00	$6,825.00	$6,825.00		$180.00	$7,020.00	$7,020.00	
30	INLET TYPE A	UNIT	1	$6,000.00	$6,000.00	$6,000.00		$4,000.00	$4,000.00	$4,000.00		$3,200.00	$3,200.00	$3,200.00	
31	INLET TYPE B	UNIT	5	$6,000.00	$30,000.00	$6,000.00	*	$5,000.00	$25,000.00	$25,000.00		$3,650.00	$18,250.00	$18,250.00	
32	MANHOLE, 4' DIAMETER	UNIT	1	$5,500.00	$5,500.00	$5,500.00		$4,000.00	$4,000.00	$4,000.00		$3,725.00	$3,725.00	$3,725.00	
33	SET INLET TYPE A, CASTING	UNIT	1	$1,500.00	$1,500.00	$1,500.00		$1,500.00	$1,500.00	$1,500.00		$1,200.00	$1,200.00	$1,200.00	
34	SET INLET TYPE B, CASTING	UNIT	3	$1,000.00	$3,000.00	$3,000.00		$2,000.00	$6,000.00	$6,000.00		$1,500.00	$4,500.00	$4,500.00	
35	CONCRETE SIDEWALK, 4" THICK	SY	1006	$85.00	$85,510.00	$85,510.00		$90.00	$90,540.00	$90,540.00		$70.00	$70,420.00	$70,420.00	
36	HOT MIX ASPHALT DRIVEWAY, 6" THICK	SY	96	$50.00	$4,800.00	$4,800.00		$75.00	$7,200.00	$7,200.00		$45.00	$4,320.00	$4,320.00	
37	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	125	$115.00	$14,375.00	$14,375.00		$115.00	$14,375.00	$14,375.00		$80.00	$10,000.00	$10,000.00	
38	DETECTABLE WARNING SURFACE	SY	12	$250.00	$3,000.00	$3,000.00		$260.00	$3,120.00	$3,120.00		$225.00	$2,700.00	$2,700.00	
39	6"X8"X20" CONCRETE VERTICAL CURB	LF	2616	$36.00	$94,176.00	$94,176.00		$37.00	$96,792.00	$96,792.00		$33.00	$86,328.00	$86,328.00	
40	GRANITE BLOCK CURB	LF	190	$55.00	$10,450.00	$10,450.00		$40.00	$7,600.00	$7,600.00		$39.00	$7,410.00	$7,410.00	
41	REMOVAL OF TRAFFIC STRIPES	LF	8400	$0.70	$5,880.00	$5,880.00		$0.65	$5,460.00	$5,460.00		$0.80	$6,720.00	$6,720.00	
42	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC 4"	LF	4571	$0.80	$3,656.80	$3,656.80		$0.75	$3,428.25	$3,428.25		$0.65	$2,971.15	$2,971.15	
43	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC 8"	LF	317	$1.50	$475.50	$475.50		$1.50	$475.50	$475.50		$1.25	$396.25	$396.25	
44	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC 24"	LF	846	$4.50	$3,807.00	$3,807.00		$4.50	$3,807.00	$3,807.00		$3.80	$3,214.80	$3,214.80	
45	TRAFFIC MARKINGS, LONG LIFE, THERMOPLASTIC	SF	200	$7.50	$1,500.00	$1,500.00		$7.50	$1,500.00	$1,500.00		$6.30	$1,260.00	$1,260.00	
46	RPM, MONO-DIRECTIONAL, WHITE LENS	UNIT	4	$75.00	$300.00	$300.00		$68.50	$274.00	$274.00		$63.00	$252.00	$252.00	
47	RPM, MONO-DIRECTIONAL, AMBER LENS	UNIT	20	$75.00	$1,500.00	$1,500.00		$68.50	$1,370.00	$1,370.00		$63.00	$1,260.00	$1,260.00	
48	RPM, BI-DIRECTIONAL, AMBER LENS	UNIT	9	$75.00	$675.00	$675.00		$68.50	$616.50	$616.50		$63.00	$567.00	$567.00	
49	REGULATORY, WARNING AND GUIDE SIGNS	SF	50	$60.00	$3,000.00	$3,000.00		$40.00	$2,000.00	$2,000.00		$40.00	$2,000.00	$2,000.00	
50	RESETMANHOLE, SANITARY SEWER, USING NEW CASTING	UNIT	1	$600.00	$600.00	$600.00		$400.00	$400.00	$400.00		$750.00	$750.00	$750.00	
51	OVERHEAD STREET NAME SIGNS	SF	26	$140.00	$3,640.00	$3,640.00		$80.00	$2,080.00	$2,080.00		$105.00	$2,730.00	$2,730.00	
52	2" RIGID METALLIC CONDUIT	LF	26	$100.00	$2,600.00	$2,600.00		$66.50	$1,729.00	$1,729.00		$42.00	$1,092.00	$1,092.00	
53	3" RIGID METALLIC CONDUIT	LF	472	$90.00	$42,480.00	$42,480.00		$66.50	$31,388.00	$31,388.00		$74.00	$34,928.00	$34,928.00	
54	18" X 36" JUNCTION BOX	UNIT	5	$2,800.00	$14,000.00	$14,000.00		$3,000.00	$15,000.00	$15,000.00		$2,050.00	$10,250.00	$10,250.00	
55	FOUNDATION, TYPE SFT	UNIT	6	$1,800.00	$10,800.00	$10,800.00		$2,500.00	$15,000.00	$15,000.00		$1,525.00	$9,150.00	$9,150.00	
56	FOUNDATION, TYPE P-MC	UNIT	1	$5,000.00	$5,000.00	$5,000.00		$4,500.00	$4,500.00	$4,500.00		$2,850.00	$2,850.00	$2,850.00	
57	FOUNDATION, TYPE SFK	UNIT	2	$2,100.00	$4,200.00	$4,200.00		$3,000.00	$6,000.00	$6,000.00		$1,750.00	$3,500.00	$3,500.00	
58	METER CABINET, TYPE TL	UNIT	1	$5,500.00	$5,500.00	$5,500.00		$3,500.00	$3,500.00	$3,500.00		$3,250.00	$3,250.00	$3,250.00	
59	GROUND WIRE NO. 8 AWG	LF	599	$3.50	$2,096.50	$2,096.50		$2.00	$1,198.00	$1,198.00		$2.65	$1,587.35	$1,587.35	

BID DATE: FEBRUARY 13, 2020

BID SUMMARY SHEET

MC PROJECT NUMBER: OPB-159
ENGINEER: WILLIAM HR WHITE, III, P.E.

	Main Street Phase 2 and Intersection Improvements County Route 11 (Oceanport Avenue) and Main Street BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NJ MC PROJECT NO. OPB-166			Fiore Paving Co., Inc. 4 Fiore Court Oceanport, NJ 07757				Earle Asphalt Company P.O. Box 556 Farmingdale. NJ 07727				Black Rock Enterprises 1316 Englishtown Road Old Bridge, NJ 08857			
Item	Description	UNIT	Qty	Unit Price	Item Total	Bid Total	Err.	Unit Price	Item Total	Bid Total	Err.	Unit Price	Item Total	Bid Total	Err.
60	MULTIPLE LIGHTING WIRE, NO. 6 AWG	LF	592	$4.00	$2,368.00	$2,368.00		$2.50	$1,480.00	$1,480.00		$2.90	$1,716.80	$1,716.80	
61	SERVICE WIRE, NO. 6 AWG	LF	123	$4.00	$492.00	$492.00		$2.20	$270.60	$270.60		$6.50	$799.50	$799.50	
62	CONTROLLER, 8 PHASE	UNIT	1	$17,000.00	$17,000.00	$17,000.00		$20,000.00	$20,000.00	$20,000.00		$19,000.00	$19,000.00	$19,000.00	
63	TRAFFISSIGNAL STANDARD, ALUMINUIM	UNIT	8	$3,500.00	$28,000.00	$28,000.00		$2,600.00	$20,800.00	$20,800.00		$2,750.00	$22,000.00	$22,000.00	
64	TRAFFIC SIGNAL MAST ARM, ALUMINUM	UNIT	4	$2,600.00	$10,400.00	$10,400.00		$2,900.00	$11,600.00	$11,600.00		$2,000.00	$8,000.00	$8,000.00	
65	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	LF	1163	$3.50	$4,070.50	$4,070.50		$2.10	$2,442.30	$2,442.30		$2.35	$2,733.05	$2,733.05	
66	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	LF	1163	$3.60	$4,186.80	$4,186.80		$2.50	$2,907.50	$2,907.50		$2.90	$3,372.70	$3,372.00	*
67	TRAFFIC SIGNAL CABLE, 7 CONDUCTOR	LF	1844	$4.50	$8,298.00	$8,298.00		$3.00	$5,532.00	$5,532.00		$3.15	$5,808.60	$5,808.60	
68	TRAFFIC SIGNAL HEAD	UNIT	13	$1,400.00	$18,200.00	$18,200.00		$1,240.00	$16,120.00	$16,120.00		$1,000.00	$13,000.00	$13,000.00	
69	PEDESTRIAN SIGNAL HEAD	UNIT	8	$1,300.00	$10,400.00	$10,400.00		$1,200.00	$9,600.00	$9,600.00		$1,000.00	$8,000.00	$8,000.00	
70	PUSH BUTTON	UNIT	8	$400.00	$3,200.00	$3,200.00		$400.00	$3,200.00	$3,200.00		$400.00	$3,200.00	$3,200.00	
71	INTERIM TRAFFIC SIGNAL SYSTEM, LOCATION NO. 1	LS	1	$7,500.00	$7,500.00	$7,500.00		$20,000.00	$20,000.00	$20,000.00		$80,000.00	$80,000.00	$80,000.00	
72	CONTROLLER TURN-ON	UNIT	1	$4,500.00	$4,500.00	$4,500.00		$5,000.00	$5,000.00	$5,000.00		$6,500.00	$6,500.00	$6,500.00	
73	RADAR DETECTOR	UNIT	4	$9,500.00	$38,000.00	$38,000.00		$8,400.00	$33,600.00	$33,600.00		$8,500.00	$34,000.00	$34,000.00	
74	18" CABINET SKIRT WITH BATTERY BACK-UP	UNIT	1	$5,800.00	$5,800.00	$5,800.00		$6,000.00	$6,000.00	$6,000.00		$5,500.00	$5,500.00	$5,500.00	
75	LUMINARE	UNIT	2	$2,000.00	$4,000.00	$4,000.00		$1,525.00	$3,050.00	$3,050.00		$1,875.00	$3,750.00	$3,750.00	
76	TOPSOILING, 5" THICK AVERAGE	SY	1954	$10.00	$19,540.00	$19,540.00		$10.00	$19,540.00	$19,540.00		$6.50	$12,701.00	$12,701.00	
77	FERTILIZING AND SEEDING, TYPE A-3	SY	1954	$0.01	$19.54	$19.54		$0.01	$19.54	$19.54		$2.00	$3,908.00	$3,908.00	
78	STRAW MULCHING	SY	1954	$0.01	$19.54	$19.54		$0.01	$19.54	$19.54		$2.00	$3,908.00	$3,908.00	
	TOTAL ADD ALTERNATE #1 BID AMOUNT				**$1,092,706.18**				**$977,500.00**				**$968,623.24**		

RESOLUTION OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ENDORSING THE 2019 THIRD ROUND HOUSING PLAN ELEMENT AND FAIR SHARE PLAN AND AUTHORIZING AND DIRECTING SUBMISSION OF THE PLANS TO THE SUPERIOR COURT, LAW DIVISION

Resolution #2020-81
02/20/20

WHEREAS, On March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing (COAH) to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, on July 7, 2015, the Borough submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

WHEREAS, on July 17, 2019, the Honorable Jamie S. Perri, J.S.C., issued a Court Order approving
a Settlement Agreement between the Borough and Fair Share Housing Center that established the Borough's fair share obligation and approved the Borough's compliance mechanisms; and

WHEREAS, the Settlement Agreement requires that the Borough of Oceanport adopt a Housing Element and Fair Share Plan that is consistent with said Settlement Agreement; and

WHEREAS, the Oceanport Borough Planning Board adopted on February 10, 2020 a Third Round Housing Plan Element and Fair Share Plan as being consistent with the goals and objectives of the Borough of Oceanport Master Plan, as guiding the use of lands in the municipality in a manner which protects public health and safety and promotes the general welfare in accordance with N.J.S.A. 40:55D-28, and as achieving access to affordable housing to meet present and prospective housing needs in accordance with N.J.S.A. 52:27D-310;

WHEREAS, COAH's Prior Round rules at N.J.A.C. 5:91-2.2(a), requires that the Borough Council endorse the Third Round Housing Element and Fair Share Plan adopted by the Planning Board.

NOW THEREFORE, BE IT RESOLVED the Borough Mayor and Council of the Borough of Oceanport, Monmouth County, State of New Jersey, hereby endorses the Housing Element and Fair Share Plan as adopted by the Planning Board on February 10, 2020.

I certify that the foregoing Resolution #2020-81 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

PR-20-08
02-11-20

BOROUGH OF OCEANPORT PLANNING BOARD
RESOLUTION
ADOPTING THE HOUSING ELEMENT & FAIR SHARE PLAN
PUBLIC HEARING DATE: FEBRUARY 10, 2020

WHEREAS, On March 10, 2015, the Supreme Court transferred responsibility to review and approve Housing Elements and Fair Share Plans from the Council on Affordable Housing (COAH) to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, on July 7, 2015, the Borough submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

WHEREAS, on July 17, 2019, the Honorable Jamie S. Perri, J.S.C., issued a Court Order approving a Settlement Agreement between the Borough and Fair Share Housing Center which established the Borough's fair share obligation and approved the Borough's compliance mechanisms; and

WHEREAS, the aforesaid Settlement Agreement requires that the Borough of Oceanport adopt a Housing Element and Fair Share Plan which is consistent with said Settlement Agreement; and

WHEREAS, the Board conducted a duly noticed public hearing on the Third Round Housing Plan Element and Fair Share Plan on February 10, 2020; and

WHEREAS, at the public hearing, sworn testimony was presented by Kendra Lelie, P.P., AICP, LLA; and

WHEREAS, the matter was thereafter opened to the public, for public review, question, and comment; and

WHEREAS, public questions / statements regarding the matter were presented by the following:

Meghan Walker

WHEREAS, upon the conclusion of the public hearing, the Board determined that a) the proposed Third Round Housing Plan Element and Fair Share Plan is consistent with the goals and objectives of the Borough' Master Plan; b) that the same will guide the use of lands in the municipality in a manner which protects the public health and safety which further and promotes the general welfare in accordance with N.J.S.A. 40:55D- 28; and c) the same is designed to achieve, and the adoption and implementation of the proposed Third Round Housing Plan Element and Fair Share Plan will achieve, access to affordable housing so as to meet present and prospective housing needs in accordance with N.J.S.A. 52:27D-310;

NOW THEREFORE BE IT RESOLVED, by motion duly made and seconded, that the Planning Board of the Borough of Oceanport, County of Monmouth, State of New Jersey, hereby adopts the Third Round Housing Plan Element and Fair Share Plan.

PR-20-08
02-11-20

This resolution memorializes an action taken at the regular meeting of the Oceanport Planning Board held on February 10, 2020 on roll call that evening by the following vote:

Offered by: Mr. Kleiberg

Seconded by: Councilman Tyrdik

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	( )	( )	( )	(✓)	( )
Whitson	(✓)	( )	( )	( )	( )
Davis	( )	( )	( )	(✓)	( )
Tyrdik	(✓)	( )	( )	( )	( )
Foster	(✓)	( )	( )	( )	( )
Kleiberg	(✓)	( )	( )	( )	( )
Kahle	( )	( )	( )	(✓)	( )
Savarese	(✓)	( )	( )	( )	( )
Cooper	(✓)	( )	( )	( )	( )
Dailey (Alt. 1)	(✓)	( )	( )	( )	( )
Rue (Alt. 2)	(✓)	( )	( )	( )	( )

This resolution was offered by Mr. Foster, seconded by Mr. Kleiberg, and adopted on roll call by the following vote:

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	( )	( )	( )	(✓)	( )
Whitson	(✓)	( )	( )	( )	( )
Davis	( )	( )	( )	(✓)	( )
Tyrdik	(✓)	( )	( )	( )	( )
Foster	(✓)	( )	( )	( )	( )
Kleiberg	(✓)	( )	( )	( )	( )
Kahle	( )	( )	( )	(✓)	( )
Savarese	(✓)	( )	( )	( )	( )
Cooper	(✓)	( )	( )	( )	( )
Dailey (Alt. 1)	(✓)	( )	( )	( )	( )
Rue (Alt. 2)	(✓)	( )	( )	( )	( )

I hereby certify that this is a true copy of the resolution adopting the amended Housing Plan Element and Fair Share Plan of the Planning Board of the Borough of Oceanport, County of Monmouth on this 11th day of February, 2020.

Jeanne Smith, Secretary

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RESOLUTION OF THE BOROUGH OF OCEANPORT ADOPTING A SPENDING PLAN FOR THE BOROUGH'S AFFORDABLE HOUSING TRUST FUND

Resolution #2020-82
02/20/20

WHEREAS, on July 17, 2019 the Superior Court approved the Settlement Agreement between the Borough of Oceanport and Fair Share Housing Center (FSHC) which included the Borough's preliminary compliance measures; and

WHEREAS, on February 10, 2020, the Oceanport Borough's Planning Board adopted a Housing Element and Fair Share Plan that addresses the Borough's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and

WHEREAS, on February 20, 2020, the Borough Council held a properly-noticed public meeting to consider endorsing the Housing Element and Fair Share Plan adopted by the Planning Board on February 10, 2020 and, after consideration of any questions or concerns raised by members of the governing body or the public, the Borough Council determined that it is in the best interest of the Borough and the region's low- and moderate-income households to endorse said Housing Element and Fair Share Plan and to direct the Borough's professionals to file said Plan with the Court and to take any and all reasonable actions to secure a Judgment of Compliance and Repose approving said plan to protect the Borough from any Mount Laurel lawsuits; and

WHEREAS, the adopted and endorsed Plan includes a Spending Plan component, as required by the Council on Affordable Housing's Rules at N.J.A.C. 5:93-5.1(c), which projects anticipated revenues to the Borough's Affordable Housing Trust Fund, and describes anticipated expenditures of funds to address its fair share obligation as set forth in the Fair Share Plan; and

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Oceanport Borough in the County of Monmouth, and the State of New Jersey hereby adopts the Spending Plan component of the Housing Element and Fair Share Plan.

I certify that the foregoing Resolution #2020-82 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
ADOPTION OF AN AFFIRMATIVE MARKETING PLAN FOR THE BOROUGH OF OCEANPORT

Resolution #2020-83
02/20/20

WHEREAS, the Borough of Oceanport's Housing Element and Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.), the New Jersey Uniform Housing Affordability Controls ("UHAC") (N.J.A.C. 5:80-26.1 et. seq.) and the Council on Affordable Housing ("COAH") Rules (N.J.A.C. 5:93-1, et. seq.); and

WHEREAS, in accordance with applicable COAH Rules and the provisions of UHAC, the Borough of OCEANPORT is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created or re-rented through rehabilitation, are affirmatively marketed to very low, low- and moderate- income households, particularly those living and/or working within Housing Region 4, the Housing Region encompassing the Borough of Oceanport;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey, do hereby adopt the Affirmative Marketing Plan set forth as attached hereto.

I certify that the foregoing Resolution #2020-83 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Borough of Oceanport in Monmouth County **(REGION 4)**

I. APPLICANT AND PROJECT INFORMATION
(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number Contact Name: Megan York - megan@cgph.net CGP&H LLC 1249 South River Road, Suite 301 Cranbury, NJ 08512	1b. Development or Program Name, Address N/A	
1c. Number of Affordable Units: N/A Number of Rental Units: N/A Number of For-Sale Units: N/A	1d. Price or Rental Range From N/A To	1e. State and Federal Funding Sources (if any) NONE
1f. ☐ Age Restricted ☐ Non-Age Restricted	1g. Approximate Starting Dates Advertising: Occupancy:	
1h. County Mercer**, Monmouth,** Ocean	1i. Census Tract(s): N/A	
1j. Managing/Sales Agent's Name, Address, Phone Number N/A		
1k. Application Fees (if any): No application fee is charged to the applicant by the Administrative Agent.		

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received.

REGIONAL PREFERENCE: There will be a preference for applicants who live and/or work in Housing Region 4 (Mercer, Monmouth, and Ocean Counties).

1. RENTAL PROCESS:

A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by HAS on or before the initial deadline date, shall be deemed received on that date.

B. Households that apply for very low-income housing will be prescreened by HAS for preliminary income eligibility by comparing their total income and household size to the very low-income limits pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27-D-304 ("NJFHA"). Households that apply for low and moderate-income housing will be prescreened by HAS for preliminary income eligibility by comparing their total income and household size to the low and moderate-income limits pursuant to the Uniform Housing Affordability Controls, 5:80-26.1 et seq. ("UHAC"). All households will be notified as to their preliminary status.

C. A drawing will be held under the direction of HAS to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis.

D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate-income unit available, or until all of the low and moderate-income units within the development have been rented.

E. Final applications will be mailed by HAX to an adequate number of pre-qualified applicants, in priority order, for each available very low, low and moderate-income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.

F. Completed final applications will be forwarded to HAS. HAS will make a determination as to their eligibility for a low or moderate-income unit. Applicants will receive a letter from HAS with respect to the status of their application each time a review is performed.

G. At the same time, applicants will also be subject to any criteria set forth by the Owner, pursuant to the Tenant Selection Criteria, attached. The criteria shall comply with all fair housing standards and be set forth in a policy statement made available to all applicants in the leasing office. The Owner will be responsible for the assessment of all criteria beyond the income and household size criteria set forth above.

H. Subsequent to the initial rent-up period, a list of pre-qualified applicants will be maintained by HAS for each type of very low, low and moderate-income unit.

2. SALE PROCESS:

A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by HAS, on or before the initial deadline date, shall be deemed received on that date.

B. Households that apply for low and moderate income housing will be prescreened by HAS for preliminary income eligibility by comparing their total income and household size to the low and moderate income limits adopted by COAH or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status.

C. A drawing will be held under the direction of HAS to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis after the applicants who were in the initial random selection.

D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate income unit available, or until all of the low and moderate income units within the development have been sold.

E. Final applications will be mailed by HAS to an adequate number of pre-qualified applicants, in priority order, for each available low and moderate income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.

F. Completed final applications will be forwarded to HAS. HAS will make a determination as to their eligibility for a low or moderate income unit. Applicants will receive a letter from HAS with respect to the status of their application each time a review is performed.

G. When submitting final applications, applicants will also be asked to provide a pre-qualification letter from a qualified lending institution.

H. Certified applicants will be given 15 days to sign a sales agreement with the developer. Mortgage contingencies may not be an acceptable term of the agreement.

I. The sales agreement may also limit closing to a reasonable time to be approved by HAS in advance of the process.

3. RESALE PROCESS:

A. The Seller submits a Preliminary Notice with a copy of their recorded deed in order to determine the maximum resale price

B. We will respond to the Seller in writing, explaining some of the details of the process and informing the Seller of the Maximum Sales Price (based on the change in median income as set forth by the New Jersey Dept. of Community Affairs) as well as the Maximum Income allowed for potential purchasers, as adjusted for family size. A form, entitled, "Notice of Intent to Sell", is attached.

C. We will also send a "Notice of Availability" to households on our waiting list for an affordable home of the same size and income category. We will include about 20 copies of Preliminary Applications, specifically marked with the address of the affordable home at the top, to the Seller. The Notice will ask interested households to contact the Seller or their agent, directly, to make an appointment to see the affordable home within a two-week time frame. The Seller may want to prepare a flyer for us to distribute with our notice of availability. We reserve the right to limit the number of notices that are mailed, based on the chronological order in which the prequalified applications were received. If the notices are limited in this way, applicants receiving notices will have a priority over those who do not.

D. With permission of the Seller, we automatically place a notification of the availability on NJHRC.gov. The Seller or their agent may also want to advertise. Ads should include the "Equal Housing Opportunity" logo and should be sent to our office for review prior to distribution.

E. The Seller or their agent, upon showing the home, provides potential buyers with a copy of the Preliminary Application (which may be duplicated if necessary). All interested parties must receive a specially marked Preliminary Application, whether or not they have already submitted an application to our office or are on our waiting list. Also, the Seller or their agent must keep a record of the name, address and telephone number of everyone who viewed the home.

F. At the end of the two-week time period, our office collects all of the Preliminary Applications submitted for a particular home. They are prioritized on the basis of a blind selection process or lottery. Preference may be given to households that can utilize all of the bedrooms, as well as handicap accommodations, when applicable.

G. The first two applicants on the prioritized list are sent a letter which requires them to complete a final application within seven days.

H. When an applicant is approved, the Seller may begin to negotiate a contract with the potential Buyer at this time, but there must be a contingency clause in the contract which voids the contract, without penalty to the buyer, if the potential buyer is not able to obtain financing within 30 days.

I. The remaining applicants are maintained on the waiting list for this home or other homes in the same size and income categories. In the event that the potential buyer is not able and/or willing to purchase the affordable home, the next applicant on the prioritized list is notified pursuant to the process described above.

J. When an applicant is in second priority position to purchase an affordable home (the *original* home), and another home of the same size and type in the same municipality (the *next* home) becomes available within 90 days of the lottery date of the *original* home, the applicant will have the option to transfer priority from the *origina*l home to the *next* home. The following conditions

will apply: This opportunity only applies to the *next* home of the same bedroom number and income category as the *original* home that becomes available within the 90-day period. This offer will be made only one time and only for the *next* home. It does not apply to other similar homes that become available. The applicant must have completed a final application and be pre-qualified for the *original* home in order to be considered. The applicant will be notified by phone that an alternate home is available. The applicant will then have 3 business days in which to view the *next* home and make the determination if he/she would like to pursue that purchase. If so, the applicant would relinquish the secondary priority position for the *original* home. Once the decision to transfer to the *next* home is made, the applicant cannot be reinstated to the secondary position for the *original* home if he/she is unable or unwilling to purchase the *next* home. Conversely, once the decision is made to remain in the secondary position for the *original* home, the applicant cannot then transfer to the *next* home if he/she is unable or unwilling to purchase the *original* home.

K. The Seller must sell the affordable home with the same or comparable appliances and amenities that were in the home when it was first sold as an affordable home.

L. The Seller may NOT charge more than the Maximum Selling Price for any reason, except the addition of a room, the installation of central air conditioning (where there was none before) or comparable upgrade, but ONLY with prior written approval from us. For the most part, condominiums in this program are NOT eligible for such upgrades and/or adjustments to the selling price. The cost of broker fees; municipal inspections and required repairs that may be necessary to receive a Certificate of Occupancy; new appliances, carpeting or other flooring upgrades; and decorating and remodeling projects are NOT eligible costs for an increase in the Maximum Sales Price.

M. A copy of the Sales Contract must be submitted to our office prior to closing.

N. During the final stages of the process, it will be necessary for the Buyer to make arrangement for the Affordable Housing Agreement and Mortgage Note to be satisfied with respect to the Seller and new documents filed with respect to the Buyer. Our office typically provides the Buyer's attorney with the name and phone number of the attorney who can address these issues.

O. A copy of the HUD Closing Statement or Closing Disclosure form required by the TILA-RESPA Integrated Disclosure Rule, as appropriate, must be submitted to our office after the sale of the home.

P. Note: We do not guarantee that the Buyer can sell an affordable home for the Maximum Sales Price. An affordable home is also susceptible to market conditions, and the Fair Market Value of an affordable home may be lower than the Maximum Selling Price. In this case, the Seller may not be able to sell the home for more than its Fair Market Value

Q. This outline is meant to describe the process utilized prior to the expiration of the deed restrictions. It is not meant to be a legal representation of the rights or responsibilities of any party, nor is it meant to modify the Affordable Housing Agreement, Mortgage Note or other Deed Restrictions. Buyers and Sellers are encouraged to seek legal counsel for specific questions in this regard.

R. Our office is available to both the Seller and the Buyer throughout the process to answer any questions that they may have.

III. MARKETING

3a. Direction of Marketing Activity: (: Based on demographic data from the 2010 census, this table provides a comparison of race and ethnic origin between the Housing Region 4 and the Borough of Oceanport. The most significant negative differences point to the greatest need for affirmative marketing. In this case, African Americans (-8.12%) and Hispanic (-2.53%) represent the clearest differences between the municipality and the region.

Subject	RACE								HISPANIC OR LATINO	
	Total population	Race alone or in combination with one or more other races: [4]							Total population	
		White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Some Other Race		Hispanic or Latino (of any race)	Not Hispanic or Latino
Mercer Co.	366,513	232,582	78,537	2,910	35,838	871	26,670		55,318	311,195
Monmouth	630,380	530,903	51,481	3,605	35,416	705	21,651		60,939	569,441
Ocean Co.	576,567	532,061	21,416	2,923	12,190	430	16,684		47,783	528,784
Region 4	1,573,460	1,295,546	151,434	9,438	83,444	2,006	65,005		164,040	1,409,420
% Region 4	100%	82.3%	9.6%	0.6%	5.3%	0.1%	4.1%		10.4%	89.6%
Oceanport	5,832	5,445	175	3	93	0	39		236	5,596
%Hazlet	100%	93.4%	3.0%	0.1%	1.6%	0.00%	0.7%		4.0%	96.0%
Difference		**11.1%**	**-6.6%**	**-0.5%**	**-3.4%**	**-0.1%**	**-3.4%**		**-6.4%**	**6.4%**

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race. Source: U.S. Census Bureau, 2010 Census of Population and Housing, Demographic Profile Summary File: Technical Documentation, 2011.

☐ White (non-Hispanic X Black (non-Hispanic) X Hispanic ☐ American Indian or Alaskan Native

☐ Asian or Pacific Islander ☐ Other group:

3b. Web Sites:

Housing Affordability Service (www.https://www.njhousing.gov/dca/hmfa/about/has) A proprietary online listing of affordable housing **HOUSING RESOURCE CENTER** (www.NJHRC.gov) A free, online listing of affordable housing **Borough of Oceanport** (www.oceanportboro.com) A link from the municipal website

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS PARTIAL HOUSING REGION 4			
Daily Newspaper			

X	Once at the start of the affirmative marketing process and as needed.	Trenton Times	Mercer
☐		Trentonian	Mercer
X	Once at the start of the affirmative marketing process and as needed.	Asbury Park Press	Monmouth, Ocean
X	Once at the start of the affirmative marketing process and as needed.	Ocean County Observer	Ocean
Weekly Newspaper			
☐		Ewing Observer	Mercer
☐		Hopewell Valley News	Mercer
☐		Lawrence Ledger	Mercer
☐		Pennington Post	Mercer
☐		Princeton Town Topics	Mercer
☐		Tempo Mercer	Mercer
☐		Trenton Downtowner	Mercer
☐		Windsor Heights Herald	Mercer
☐		West Windsor-Plainsboro News	Mercer, Middlesex
☐		Princeton Packet	Mercer, Middlesex, Somerset
X	Once at the start of the affirmative marketing.	Messenger-Press	Mercer, Monmouth, Ocean
☐		Hamilton Observer	Mercer
☐		Atlanticville	Monmouth
☐		Coaster	Monmouth
☐		Courier	Monmouth
☐		Examiner	Monmouth
☐		Hub, The	Monmouth
☐		Independent, The	Monmouth
☐		News Transcript	Monmouth
☐		Two River Times	Monmouth
X	Once at the start of the affirmative marketing.	Coast Star, The	Monmouth, Ocean
☐		Beach Haven Times	Ocean
☐		Beacon, The	Ocean

☐		Berkeley Times	Ocean
☐		Brick Bulletin	Ocean
☐		Brick Times	Ocean
☐		Jackson Times	Ocean
☐		Lacey Beacon	Ocean
☐		Manchester Times	Ocean
☐		New Egypt Press	Ocean
☐		Ocean County Journal	Ocean
☐		Ocean Star, The	Ocean
☐		Tri-Town News	Ocean
☐		Tuckerton Beacon	Ocean
☐		Atlantic Highlands Herald	Monmouth

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4			
☐		2 WCBS-TV CBS Broadcasting Inc.	
☐		4 WNBC NBC Telemundo License Co. (General Electric)	
☐		5 WNYW Fox Television Stations, Inc. (News Corp.)	
☐		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	
☐		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
☐		10 WCAU NBC Telemundo License Co. (General Electric)	
☐		11 WPIX WPIX, Inc. (Tribune)	
☐		13 WNET Educational Broadcasting Corporation	
☐		58 WNJB New Jersey Public Broadcasting Authority	
TARGETS PARTIAL HOUSING REGION 4			
☐		25 W25AW WZBN TV, Inc.	Mercer

☐		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Mercer
☐		60 WBPH-TV Sonshine Family Television Corp	Mercer
☐		63 WMBC-TV Mountain Broadcasting Corp.	Mercer
☐		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Mercer
☐		41 WXTV WXTV License Partnership, G.P. (Univision Communications Inc.)	Mercer, Monmouth
☐		3 KYW-TV CBS Broadcasting Inc.	Mercer, Ocean
☐		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Mercer, Ocean
☐		12 WHYY-TV WHYY, Inc.	Mercer, Ocean
☐		17 WPHL-TV Tribune Company	Mercer, Ocean
☐		23 WNJS New Jersey Public Broadcasting Authority	Mercer, Ocean
☐		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Mercer, Ocean
☐		35 WYBE Independence Public Media Of Philadelphia, Inc.	Mercer, Ocean
☐		48 WGTW-TV Trinity Broadcasting Network	Mercer, Ocean
☐		52 WNJT New Jersey Public Broadcasting Authority	Mercer, Ocean
☐		57 WPSG CBS Broadcasting Inc.	Mercer, Ocean
☐		61 WPPX Paxson Communications License Company, LLC	Mercer, Ocean
☐		65 WUVP-TV Univision Communications, Inc.	Mercer, Ocean
☐		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	Monmouth
☐		31 WPXN-TV Paxson Communications License Company, LLC	Monmouth
☐		47 WNJU NBC Telemundo License Co. (General Electric)	Monmouth
☐		50 WNJN New Jersey Public Broadcasting Authority	Monmouth
☐		68 WFUT-TV Univision New York LLC	Monmouth, Ocean (Spanish)
☐		62 WWSI Hispanic Broadcasters of Philadelphia, LLC	Ocean

	Duration & Frequency of Outreach	Names of Cable Provider(s)	Broadcast Area
TARGETS PARTIAL HOUSING REGION 4			
☐		Cablevision of Hamilton	Partial Mercer, Monmouth
☐		Comcast of Central NJ	Partial Mercer, Monmouth
☐		Patriot Media & Communications, CNJ	Partial Mercer
☐		Cablevision of Monmouth, Raritan Valley	Partial Monmouth
☐		Comcast of Mercer County, Southeast Pennsylvania	Partial Middlesex
☐		Comcast of Monmouth County	Partial Monmouth, Ocean
☐		Comcast of Garden State, Long Beach Island, Ocean County, Toms River	Partial Ocean

	Duration & Frequency of Outreach	Names of Regional Radio Station(s)	Broadcast Area and/or Racial/Ethnic Identification of Readers/Audience
TARGETS ENTIRE HOUSING REGION 4			
AM			
☐		WWJZ 640	
☐		WOR 710	
☐		WABC 770	
☐		WCBS 880	
☐		WBBR 1130	
☐		WPST 94.5	
FM			
X	Once at the start of the affirmative marketing.	WKXW-FM 101.5	
☐		WPRB 103.3	
TARGETS PARTIAL HOUSING REGION 4			
AM			
☐		WFIL 560	Mercer, Monmouth
☐		WMCA 570	Monmouth, Ocean
☐		WFAN 660	Mercer, Monmouth
☐		WNYC 820	Mercer, Monmouth
☐		WWBD 860	Mercer
☐		WPHY 920	Mercer

☐		WNTP 990	Mercer
☐		WCHR 1040	Mercer
☐		WOBM 1160	Monmouth, Ocean
☐		WWTR 1170	Mercer
☐		WPHT 1210	Mercer, Monmouth
☐		WBUD 1260	Mercer, Monmouth
☐		WIMG 1300	Mercer
☐		WADB 1310	Monmouth, Ocean
☐		WHTG 1410	Monmouth
☐		WCTC 1450	Mercer, Monmouth
☐		WBCB 1490	Mercer
☐		WTTM 1680	Mercer, Monmouth
FM			
☐		WNJT-FM 88.1	Mercer
☐		WWFM 89.1	Mercer, Monmouth
☐		WRDR 89.7	Monmouth, Ocean
☐		WRTI 90.1	Mercer
☐		WBJB-FM 90.5	Monmouth
☐		WWNJ 91.1	Ocean
☐		WTSR 91.3	Mercer
☐		WBGD 91.9	Ocean
☐		WFNY-FM 92.3	Mercer, Monmouth
☐		WXTU 92.5	Mercer
☐		WOBM-FM 92.7	Ocean
☐		WPAT-FM 93.1	Mercer, Monmouth
☐		WMMR 93.3	Mercer
☐		WNYC-FM 93.9	Mercer, Monmouth
☐		WYSP 94.1	Mercer
X	Once at the start of the affirmative marketing.	WJLK-FM 94.3	Monmouth, Ocean
☐		WFME 94.7	Mercer, Monmouth
☐		WZZO 95.1	Mercer

☐		WPLJ 95.5	Mercer, Monmouth
☐		WBEN-FM 95.7	Mercer
☐		WRAT 95.9	Monmouth, Ocean
☐		WCTO 96.1	Mercer
☐		WQXR-FM 96.3	Mercer, Monmouth
☐		WRDW-FM 96.5	Mercer
☐		WQHT 97.1	Mercer, Monmouth
☐		WSKQ-FM 97.9	Mercer, Monmouth
☐		WOGL 98.1	Mercer
☐		WMGQ 98.3	Mercer, Monmouth
☐		WRKS 98.7	Mercer, Monmouth
☐		WUSL 98.9	Mercer, Monmouth
☐		WAWZ 99.1	Mercer, Monmouth
☐		WBAI 99.5	Mercer, Monmouth
☐		WJRZ-FM 100.1	Ocean
☐		WHTZ 100.3	Mercer, Monmouth
☐		WCBS-FM 101.1	Mercer, Monmouth
☐		WQCD 101.9	Mercer, Monmouth
☐		WIOQ 102.1	Mercer
☐		WNEW 102.7	Mercer, Monmouth
☐		WMGK 102.9	Mercer
☐		WKTU 103.5	Mercer, Monmouth
☐		WAXQ 104.3	Mercer, Monmouth
☐		WWPR-FM 105.1	Mercer, Monmouth
☐		WDAS-FM 105.3	Mercer, Monmouth
☐		WCHR-FM 105.7	Ocean
☐		WJJZ 106.1	Mercer, Monmouth
☐		WHTG-FM 106.3	Monmouth, Ocean
☐		WLTW 106.7	Mercer, Monmouth
☐		WKDN 106.9	Mercer

☐		WWZY 107.1	Monmouth, Ocean
☐		WBLS 107.5	Mercer, Monmouth
☐		WWPH 107.9	Mercer

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)

		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4				
Weekly				
X	Once at the start of the affirmative marketing.	Reporte Hispano	New Jersey	Spanish-Language
TARGETS PARTIAL HOUSING REGION 4				
Weekly				
☐		New Jersey Jewish News	Northern and Central New Jersey	Jewish
☐		El Hispano	Camden and Trenton areas	Spanish-Language
☐		Ukrainian Weekly	New Jersey	Ukrainian community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Mercer County			
X	Once at the start of the affirmative marketing.	Mercer County Board of Education	1075 Old Trenton Rd, Trenton, NJ
X	Once at the start of the affirmative marketing.	Penn Medicine Princeton Medical Center	One Plainsboro Road, Plainsboro, NJ 08536
X	Once at the start of the affirmative marketing.	Mercer County Board of Realtors	1482 Brunswick Ave. Trenton, NJ
X	Once at the start of the affirmative marketing.	RWJ-Rehab	1400 Lower ferry Rd., Ewing, NJ 08638
X	Once at the start of the affirmative marketing.	Bristol-Myers Squibb	3401 Princeton Pike, Lawrence Twp., NJ 08648/100 Nassau Park Blvd. Princeton, NJ/3551 Lawrenceville-Princeton Rd., Lawrence Twp., NJ
X	Once at the start of the affirmative marketing.	St. Lawrence Rehabilitation Center	2381 Lawrenceville Rd, Lawrenceville, NJ
X	Once at the start of the affirmative marketing.	McGraw-Hill	120 Windsor Center Dr, East Windsor, NJ
X	Once at the start of the affirmative marketing.	Conair Corporation	150 Milford Rd, Hightstown, NJ
X	Once at the start of the affirmative marketing.	Shiseido America, Inc.	366 Princeton Hightstown Rd, East Windsor, NJ
X	Once at the start of the affirmative marketing.	NJ Manufacturers Insurance Company	301 Sullivan way, Trenton, NJ

X	Once at the start of the affirmative marketing.	Homasote	932 Lower Ferry Rd, Trenton, NJ
X	Once at the start of the affirmative marketing.	Robert Wood Johnson University Hospital	1 Hamilton Health Pl, Trenton, NJ
X	Once at the start of the affirmative marketing.	Congoleum Corp.	3500 Quakerbridge Rd, Mercerville, NJ
X	Once at the start of the affirmative marketing.	Coca-Cola Foods	480 Mercer St, Hightstown, NJ
X	Once at the start of the affirmative marketing.	Peddie School	111 Armellino Ct, Hightstown, NJ
X	Once at the start of the affirmative marketing.	Dana Communications	2 E Broad St, Hopewell, NJ
X	Once at the start of the affirmative marketing.	Perry Street Teen Post Center	522 Perry St., Trenton, NJ 08618
X	Once at the start of the affirmative marketing.	Janssen Pharmaceutical	1125 Trenton Harbourton Rd, Titusville, NJ
X	Once at the start of the affirmative marketing.	St. Francis Medical Center	601 Hamilton Avenue Trenton NJ 08629-1986
X	Once at the start of the affirmative marketing.	The Trenton Times	413 River View Plaza, Trenton, NJ
X	Once at the start of the affirmative marketing.	Gaum. Inc.	1080 US Highway 130, Robbinsville, NJ
X	Once at the start of the affirmative marketing.	Capital Health Regional Medical Center	750 Brunswick Ave. Trenton, NJ 08638
X	Once at the start of the affirmative marketing.	Capital Health-Hamilton	1445 Whitehorse-Mercerville Rd., Hamilton, NJ
X	Once at the start of the affirmative marketing.	Trenton Police Dept.-Police Director	225 N. Clinton Ave., Trenton, NJ 08609
X	Once at the start of the affirmative marketing.	Princeton University	33 Washington Rd. Princeton, NJ 08544
X	Once at the start of the affirmative marketing.	ETS	660 Rosedale Rd., Princeton, NJ 08540; 225 Phillips Blvd., Ewing, NJ 08628
X	Once at the start of the affirmative marketing.	Amazon Fulfillment Center	50 New Canton Way, Robbinsville, NJ 08691
X	Once at the start of the affirmative marketing.	Capital Health Hopewell	One Capital Way, Pennington, NJ 08534
Monmouth County			
X	Once at the start of the affirmative marketing.	Meridian Health System	1350 Campus Parkway Neptune
X	Once at the start of the affirmative marketing.	US Army Communications Electronics Command Fort Monmouth	CECOM Bldg 901 Murphy drive Fort Monmouth
X	Once at the start of the affirmative marketing.	Central State Healthcare Systems	901 West Main Street Freehold
X	Once at the start of the affirmative marketing.	Monmouth Medical Center	300 Second Ave Long Branch
X	Once at the start of the affirmative marketing.	Asbury Park Press	3601 Route 66 Neptune, NJ
X	Once at the start of the affirmative marketing.	Food Circus Super Markets, Inc.	835 Highway 35 PO BOX 278 Middletown, NJ
X	Once at the start of the affirmative marketing.	Monmouth University	Cedar Ave West Long Branch
X	Once at the start of the affirmative marketing.	Naval Weapons stations Earle	State Highway 34 Colts Neck, NJ
X	Once at the start of the affirmative marketing.	Norkus Enterprises, Inc.	505 Richmond Ave Point Pleasant, NJ
X	Once at the start of the affirmative marketing.	Horizon Blue Cross Blue Shield	1427 Wyckoff Road Farmingdale, NJ

X	Once at the start of the affirmative marketing.	RiverView Medical	1 Riverview Plaza, Red Bank, NJ
X	Once at the start of the affirmative marketing.	K. Hovnanian Hospital	1945 Rte. 33, Neptune, NJ 07753
X	Once at the start of the affirmative marketing.	Bayshore Community Hospital	725 N. Beers St., Holmdel, NJ
Ocean County			
X	Once at the start of the affirmative marketing.	Saint Barnabas Health Care System	300 2nd Ave Long Branch, NJ 07740
X	Once at the start of the affirmative marketing.	Six Flags Theme Parks Inc	Route 537 Jackson, NJ 08527
X	Once at the start of the affirmative marketing.	Ocean Medical	425 Jack Martin Blvd, Brick, NJ
X	Once at the start of the affirmative marketing.	Southern Ocean County Hospital	1140 Route 72 West, Manahawkin, NJ
X	Once at the start of the affirmative marketing.	Jackson Premium Outlets	537 Monmouth Rd., Jackson, NJ
X	Once at the start of the affirmative marketing.	Jenkinsons	300 Ocean Ave Pt. Pleasant Beach, NJ 08742

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)

Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
See Attached		All	Once at the start of the affirmative marketing

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:

4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)

	BUILDING	LOCATION
X	Mercer County Library Headquarters	2751 Brunswick Pike, Lawrenceville, NJ 08648
X	Monmouth County Headquarters Library	125 Symmes Drive, Manalapan, NJ 07726
X	Ocean County Library	101 Washington Street, Toms River, NJ 08753
X	Mercer County Administration Bldg.	640 South Broad Street, PO BOX 8068, Trenton, NJ 08650-0068
X	Ocean County Administration Bldg.	101 Hooper Ave., Toms River, NJ 08753
X	County of Monmouth Hall of Records	33 Mechanic St., Freehold, NJ 07728
X	Oceanport Borough Public Library	8 Iroquois Avenue Oceanport, NJ 07757

4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)

Borough of Oceanport
315East Main Street
Oceanport, NJ 07757
(732) 222-8221

Oceanport Borough Public Library 8 Iroquois Avenue Oceanport, NJ 07757 (732) 229-2626
4c. Sales/Rental Office for units (if applicable) N/A

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Municipality's substantive certification.

Kendra Lelie, PP, AICP, LLA

Name (Type or Print)

Affordable Housing Planner/Oceanport Borough

Title/Municipality

November 20, 2019

Signature Date

Mary Frances McFadden, Director
Ocean County Board of Social Services
1027 Hooper Avenue
Toms River, NJ 08753

Monmouth County
Division of Social Services
3000 Kozloski Road
Freehold, NJ 07728

Rainbow Foundation
15 Cherry Tree Farm Rd.
New Monmouth, NJ 07748

O.C.E.A.N., Inc
PO Box 1029
Toms River, NJ 08754

Homes Now, Inc
2141 Route 88 East
Suite 1
Brick, NJ 08724

Mercer County Board of Social Services
200 Woolverton Street
PO Box 1450
Trenton, NJ 08650-2099

Crisis Ministry of Princeton
123 E Hanover St.
Trenton, NJ 08608

Love INC
PO Box 847
Eatontown, NJ 07724

Salvation Army, Trenton Office
436 Mulberry Street
Trenton, NJ 08608

Catholic Charities, Diocese of Trenton
383 West State Street
Trenton, NJ 08607-1423

Habitat for Humanity – Trenton Area
601 North Clinton Avenue
Trenton, NJ 08638-3446

Homefront
1880 Princeton Avenue
Lawrenceville, NJ 08648

Isles, Inc
10 Wood Street
Trenton, NJ 08618

Lawrence Non-Profit Housing, Inc
175 Johnson Avenue
Lawrenceville, NJ 08648-3453

Princeton Community Housing, Inc
245 Nassau Street
Princeton, NJ 08540

Project Freedom, Inc
223 Hutchinson Road
Robbinsville, NJ 08691

Trenton ACORN
395 W. State Street
2nd Floor
Trenton, NJ 08618

Monmouth County Office on Aging
21 Main and Court Center
Freehold, NJ 07728

Mercer County Office on Aging
640 S.Broad Street
PO Box 8068
Trenton, NJ 08650

Homes For All, Inc
7 Heyers Street
Toms River, NJ 08753

Hispanic Affairs & Resource Center
12 Throckmorton St.
Freehold, NJ 07728

Alternatives, Inc
600 First Avenue
Raritan, NJ 08869

Collaborative Support Programs of NJ
11 Spring Street
Freehold, NJ 07728

Urban League
P.O. Box 7208
Trenton, NJ 08628

HAB Core, Inc
PO Box 2361
Red Bank, NJ 07701

Interfaith Neighbors, Inc
810 Fourth Avenue
Asbury Park, NJ 07712

Ocean Community Economic
Action Now, Inc
40 Washington Street
PO Box 1029
Toms River, NJ 08753

YMCA
431 Pennington Ave.
Trenton, NJ 08615

Monmouth County Comm. Devel.
Halls of Records Annex
One East Main Street
Freehold, NJ 07728

Fair Share Housing Center
510 Park Blvd.
Cherry Hill, NJ 08002

American Red Cross
201 Hooper Ave.
Toms River, NJ 08753

Berkeley Housing Authority
44 Frederick Drive
Bayville, NJ 08721

Brick Housing Authority
165 Chambers Bridge Road
Bricktown, NJ 07732

Hightstown Housing Authority
131 Rogers Avenue
Hightstown, NJ 08520

Princeton Housing Authority
50 Clay Street
Princeton, NJ 08542

Trenton Housing Authority
875 New Willow Street
Trenton, NJ 08638

Hamilton Township Housing Authority
2090 Greenwood Avenue
PO Box 00150
Hamilton, NJ 08650

Red Bank Housing Authority
52 Evergreen Terrace
Red Bank, NJ 07701

Asbury Park Housing Authority
1000 ½ 3rd Avenue
Asbury Park, NJ 07712

Belmar Housing Authority
710 8th Avenue
Belmar, NJ 07719

Freehold Housing Authority
107 Throckmorton Street
Freehold, NJ 08723

Highlands Housing Authority
215 Shore Drive
Highlands, NJ 07732

Keansburg Housing Authority
1 Church Street
Keansburg, NJ 07734

Long Branch Housing Authority
Garfield Court
Long Branch, NJ 07740

Middletown Housing Authority
1 Oakdale Drive
Middletown, NJ 07748

Neptune Housing Authority
1810 Alberta Avenue
Neptune, NJ 07753

Dover Housing Authority
215 E. Blackwell Street
Dover, NJ 07801

Lakewood Housing Authority
317 Sampson Avenue
Lakewood, NJ 08701

NJ State Conference of the NAACP
4326 Harbor Beach Blvd. #775
Brigantine, NJ 08203

NAACP-Asbury Park/Neptune Branch
Attn: Adrienne Sanders
PO Box 1143
Asbury Park, NJ 07712

Bayshore NAACP
Attn: Jeffrey Carter
PO Box 865
Matawan, NJ 07747

Greater Freehold NAACP
Attn: Earl Fulcher
PO Box 246
Marlboro, NJ 07746

Greater Long Branch NAACP
Attn: Lorenzo Dangler
PO Box 4725
Long Branch, NJ 07740

Greater Red Bank NAACP
Attn: Rev. Henry Davis
PO Box 2147
Red Bank, NJ 07701-2147

NAACP-Ocean Cty./Lakewood Branch
Attn: Fred Rush
PO Box 836
Lakewood, NJ 08701

NAACP Toms River Branch
Attn: Bahiyyah Abdullah
PO Box 5144
Toms River, NJ 08754

Trenton NAACP
Attn: Jonette Smart
PO Box 1355
Trenton, NJ 08608

NJ NAACP State Office
13 West Front Street
Trenton, NJ 08608

Latino Action Network
PO Box 943
Freehold, NJ 07728

Hollowbrook Community Center
320 Hollowbrook Drive
Ewing, NJ 08693

Mercer County Board of Realtors
1428 Brunswick Ave.
Trenton, NJ 08638

Monmouth County Assoc. of Realtors
One Hovchild Plaza
4000 Rt. 66
Tinton Falls, NJ 07753

Ocean County Board of Realtors
271 Lakehurst Rd.
Toms River, NJ 08753

Architects Housing Co., Inc.
215 E. Front St.
Trenton, NJ 08611

Monmouth Cty. Housing & Econ. Devel.
31 E. Main St.
Freehold, NJ 07728

Ocean Cty. Housing Assistance Office
Div. of Housing & Community Devel.
129 Hooper Ave.
Toms River, NJ 08754

Mercer Cty. Housing Assistance Office
140 East Front St.
Trenton, NJ 08607

Monmouth Cty. Housing Assistance Office
101 Main St.
Room 102-A
Eatontown, NJ 07724

Lutheran Social Ministries of NJ
6 Terri Lane
Suite 300
Burlington, NJ 08016

Shorelites Housing Corp.
131 Oakland St.
Red bank, NJ 07701

Mercer County Hispanic Association
18 6th Ave.
Trenton, NJ 08619

Affordable Housing Alliance
59 Broad St.
Eatontown, NJ 07724

Salvation Army, Trenton Office
436 Mulburry St.
Trenton, NJ 08608

Supportive Housing Association of NJ
185 Valley street
South Orange, NJ 07079

STEPS
PO Box 728
Toms River, NJ 08754-0728

RESOLUTION OF THE BOROUGH OF OCEANPORT EXPRESSING ITS INTENT TO PROVIDE THE FUNDS NECESSARY TO SATISFY THE BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS

Resolution #2020-84
02/20/20

WHEREAS, on July 17, 2019 the Superior Court approved the Settlement Agreements between the Borough of Oceanport and Fair Share Housing Center ("FSHC"), which included the Borough's preliminary compliance measures; and

WHEREAS, on February 10, 2020, the Oceanport Borough Planning Board adopted a Housing Element and Fair Share Plan, which the Borough contends fully addresses the Borough's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and

WHEREAS, on February 20, 2020, the Borough Council held a properly-noticed public meeting to consider endorsing the Housing Element and Fair Share Plan adopted by the Planning Board on February 10, 2020 and, after consideration of any questions or concerns raised by members of the governing body or the public, the Borough Council determined that it is in the best interest of the Borough and the region's low- and moderate-income households to endorse said Housing Element and Fair Share Plan and to direct the Borough's professionals to file said Plan with the Court and to take any and all reasonable actions to secure a Judgment of Compliance and Repose approving said plan to protect the Borough from any unnecessary Mount Laurel lawsuits; and

WHEREAS, the Borough's Housing Element and Fair Share Plan includes a number of compliance mechanisms, such as a Rehabilitation Program to be administered by Monmouth County, inclusionary zoning, and supportive and special needs housing;

WHEREAS, pursuant to the State's affordable housing regulations and policies, and the conditions of the Court-approved FSHC Settlement Agreement, in order to assure the creditworthiness of the various compliance techniques included in its Housing Element and Fair Share Plan, the Borough must demonstrate adequate and stable funding sources; and

WHEREAS, since the Borough is committed to securing judicial approval of its Affordable Housing Plan, in order to provide an adequate and stable funding source for the components of the Borough's Housing Element and Fair Share Plan, the Borough shall rely on the funds in its Affordable Housing Trust Fund, established by its Development Fee Ordinance; and

WHEREAS, if -- after exhausting every potential funding source and every valid compliance technique -- the Borough still cannot secure sufficient financing to completely satisfy its affordable housing obligations within the time frames agreed upon in the Court-approved FSHC Settlement Agreement without being forced to raise or expend municipal revenues in order to provide low- and moderate-income housing, the Borough will cover such costs through bonding and/or other legal means; and

WHEREAS, the Court has indicated its intent to review the Borough's Housing Element and Fair Share Plan, and the Borough wishes to leave no question as to the Borough's intent to cover the cost of implementing its Housing Element and Fair Share Plan or any modification thereof that may be necessary as a result of the Court's review.

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

1. In order to provide adequate and stable funding for the rehabilitation and supportive and

special needs housing in its Housing Element and Fair Share Plan, Oceanport Borough shall make a *bona fide*, diligent, and good faith effort to exhaust the potential funding sources, included those listed in “A Guide to Affordable Housing Funding Sources” (“Funding Guide”), dated October 28, 2008, and currently posted on COAH’s official website.

2. The Borough shall also maximize use of the funds from its Development Fee Ordinance to facilitate the economic feasibility of the Borough’s Housing Element and Fair Share Plan; and

3. If, after exhausting every potential funding source in the Funding Guide and its Development Fee Ordinance, the Borough still cannot secure sufficient financing to completely satisfy its affordable housing obligations, within the time frames agreed upon in the Court-approved FSHC Settlement Agreement, the Borough will fully fund any gaps in financing including by bonding if necessary, to assure the economic feasibility of the rehabilitation and affordable compliance techniques included in the Borough’s 2020 Third Round Housing Element and Fair Share Plan.

4. The Borough reserves the right to recoup any subsidy provided through future collections of development fees as such funds become available.

I certify that the foregoing Resolution #2020-84 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____

JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING A MUNICIPAL HOUSING LIAISION

Resolution #2020-85
02/20/20

WHEREAS, on July 17, 2019 the Superior Court approved the Settlement Agreement between the Borough of Oceanport and Fair Share Housing Center (FSHC) which included the Borough's preliminary compliance measures; and

WHEREAS, on February 10, 2020, the Oceanport Borough's Planning Board adopted a Housing Element and Fair Share Plan that addresses the Borough's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and

WHEREAS, on February 20, 2020, the Borough Council held a properly-noticed public meeting to consider endorsing the Housing Element and Fair Share Plan adopted by the Planning Board on February 10, 2020 and, after consideration of any questions or concerns raised by members of the governing body or the public, the Borough Council determined that it is in the best interest of the Borough and the region's low- and moderate-income households to endorse said Housing Element and Fair Share Plan and to direct the Borough's professionals to file said Plan with the Court and to take any and all reasonable actions to secure a Judgment of Compliance and Repose approving said plan to protect the Borough from any Mount Laurel lawsuits; and

WHEREAS, pursuant to N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq., Oceanport is required to appoint a Municipal Housing Liaison for administration of Oceanport's Affordable Housing Program to enforce the requirements of N.J.A.C 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.; and

WHEREAS, Oceanport has amended Chapter 130 "Affordable Housing", providing Section 17, "Municipal Housing Liaison" to allow for the appointment of a Municipal Housing Liaison to administer Oceanport's Affordable Housing Program;

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Oceanport Borough in the County of Oceanport, and the State of New Jersey that Donna M. Phelps, Borough Administrator, is hereby appointed by the Governing Body of Oceanport Borough as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Chapter 130, Section 150-17 Oceanport Borough's Code.

I certify that the foregoing Resolution #2020-85 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 295 "PROPERTY MAINTENANCE" TO PROVIDE FOR THE REIMBURSEMENT OF COSTS RELATED TO HAZARDOUS MATERIAL CALLS

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY AMENDING CHAPTER 295 OF THE CODE OF THE BOROUGH OF OCEANPORT, ENTITLED "PROPERTY MAINTENANCE" PASSED AND APPROVED ON OCTOBER 3, 2013, AS LAST REVISED AND PASSED ON MARCH 21, 2019

SECTION 1. BE IT ORDAINED by the Mayor and Council of the Borough of Oceanport that the following amendments be made to Chapter 295 entitled Property Maintenance:

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

New Section: Hazardous Substances

A. DEFINITIONS.

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

COMPENSATION -- A calculation of reimbursement costs for items, plus any and all wages paid, plus an hourly rate for use of any and all equipment, plus any and all administrative costs.

EMISSION -- Spilling, leaking, flowing or running of substances into the environment, without regard to cause, and shall include causes that are man-made, natural, accidental, unavoidable or from any cause whatsoever.

ENVIRONMENT -- The air, ground and waters, in and adjoining, the Borough of Oceanport.

EXPENDABLE ITEMS -- Any items used to stop or contain any discharge involving any hazardous materials that cannot be used again or cannot be replenished without cost after that particular incident. These expendable items include, but are not limited to, fire-fighting foam, chemical extinguishing agents, absorbent and nonabsorbent materials, brooms, pads, pillows, rope, sand, recovery drums and any protective equipment and clothing, including but not restricted to chemical protective suits, chemical protective gloves, goggles and any other item owned or controlled by the Borough of Oceanport, its employees, agents, officers and/or officials.

HAZARDOUS MATERIAL -- Any material, solid, liquid or gas, listed as such under the National Fire Protection Association Guide of Hazardous Materials, the Department of Transportation Guide Book, the list of hazardous substances adopted by the Federal Environmental Protection Agency (EPA), pursuant to Section 311 of the Federal Water Pollution Control Act Amendment of 1972, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251, et seq.), and the list of toxic pollutants designated by the Congress of the EPA, pursuant to Section 307 of the Federal Water Pollution Control Act, and any hospital or medical waste, including but not limited to syringes, bandages and discarded pharmaceutical products or any substance on the New Jersey Hazardous Substance List.

B. UNLAWFUL ACTS

1. It shall be unlawful for any person to permit or be responsible for the emission of any substance into the environment of the Borough of Oceanport.

2. It shall be unlawful for any person to fail to pay compensation to the Borough of

Oceanport within 30 days following his receipt of a bill for compensation pursuant to this chapter.

C. COMPENSATION.
Whenever the Borough of Oceanport through the offices of the Health Officer, Police Chief, Fire Chief(s), Fire Prevention Bureau, Office of Emergency Management, Mayor and/or Administrator identifies an emission into the environment of the Borough of Oceanport of any substance in such a manner so that, in the professional opinion of the above, immediate cleanup and/or mitigation is required, the above shall order, which order may be verbal, the responsible person to take immediate action to abate the emission. Should the responsible person not be available, or for whatever reason not take action as in the professional opinion of the above agents of the Borough of Oceanport, then the agent of the Borough of Oceanport may, at his discretion, engage Borough of Oceanport Personnel and/or supplies and/or equipment and/or expendable items and/or contract in the name of the Borough of Oceanport qualified private entities to take action to immediately abate and/or clean up and/or mitigate the emission. The responsible person should then be billed by the Borough of Oceanport for all costs incurred in this action in response to the emission.

D. COMPLIANCE.
From and after the effective date of this chapter, any person, corporation, partnership or other legal entity shall be required to reimburse the Borough of Oceanport for any violation of the sections of this chapter.

E. APPLICABILITY.
This chapter shall apply to any hazardous spill that is the result of any traffic accident arising in the Borough of Oceanport or any hazardous spill arising from the discharge of hazardous materials from any automobile or equipment on the streets of the Borough of Oceanport or any public property or the air or waters contiguous to the Borough of Oceanport from any source.

F. INVESTIGATION.
In the event that the Oceanport Police Department or Fire Department or any Health Officer or Emergency management or Construction Code Official of the Borough of Oceanport is called out to abate a spill or shall be asked to investigate any traffic accident or is called upon to investigate any condition on the city streets or sees any of the conditions set forth in this chapter, the appropriate officer shall make an investigation of the scene to determine whether hazardous materials have been spilled onto the roadways of the Borough of Oceanport or other public or private property or water in the city or the air or waters contiguous to the Borough of Oceanport.

G. VIOLATIONS AND PENALITIES.

1. After an investigation, the appropriate officer as set forth in the preceding section shall be authorized to issue a summons to the owner and/or operator of any such vehicle or agent or responsible person of any instrumentality which discharges hazardous substances onto the streets or other public or private property or air or water in the Borough of Oceanport. Said summons will be returnable in the Municipal Court of the Borough of Oceanport and, upon conviction of any offense, the offender, owner and/or driver of said vehicle or agent or responsible person of the instrumentality of such discharge shall be subject to the following penalties.

2. For a conviction under this subsection, penalties shall be as follows:
   (a) The Municipal Court shall impose a fine in an amount not to exceed $1,200.
   (b) The defendant shall be required, as an additional penalty of the Municipal Court, to repay to the Borough of Oceanport the cost of cleanup of the hazardous spill, which shall include the cost of the product necessary to be used on the roadway and/or

streets of the Borough of Oceanport and for any cost of manpower and equipment used by the Public Works Department or Fire Department of the Borough of Oceanport or any agents, representatives, contractors or otherwise hired by the Borough of Oceanport to clean up said hazardous spill. The Borough of Oceanport is further authorized to apply to any appropriate judicial body, including the Superior Court of New Jersey, for reimbursement for the full cost of cleanup of the hazardous spill that is incurred by the Borough of Oceanport. Such funds shall be returned to the line item used to purchase the materials used.

3. It shall be the responsibility of the Borough of Oceanport to present to the presiding Judge of the Municipal Court a list of the expenses incurred, limited to the cost of the product necessitated for the cleanup, any overtime as paid to any Borough employee and the cost of any equipment used by the Borough of Oceanport necessitated in said cleanup. The Borough of Oceanport is further authorized to present to the appropriate judicial body, including the Superior Court of New Jersey, whether by complaint or other application, a list of the expenses incurred, and take whatever steps necessary for application for reimbursement.

SECTION 2. All ordinances and resolutions or parts of ordinances and resolutions, inconsistent with this amending ordinance be and the same are hereby repealed.

SECTION 3. This amending ordinance shall become effective upon due passage and publication according to law.

EXPLANATORY STATEMENT:
In 2008 the Borough adopted a Property Maintenance Ordinance which included language necessary for the recovery of expenses related to hazardous materials cleanups. When the Property Maintenance Ordinance was replaced with the International Property Maintenance Code, that language was not included in the replacing ordinance and thereby unknowingly removed the Borough's ability to seek recovery costs related to hazardous materials cleanups. Former OEM Director Buzz Baldanza had requested that the language be once again added to the ordinance.

APPROVED ON FIRST READING
DATED:

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING
DATED: February 20, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____DAY OF _____.

JOHN F. COFFEY, II
Mayor

ORDINANCE #1015

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY AMENDING CHAPTER 103 OF THE CODE OF THE BOROUGH OF OCEANPORT, ENTITLED "VOLUNTEER INCENTIVES"

BE IT ORDAINED by the Council of the Borough of Oceanport, in the County of Monmouth, in the State of New Jersey, that Chapter 103, Section 4 is hereby amended to add the following:

Article I. Exemption from Fees

§ 103-4. Exclusions.
No exemption shall be allowed for the following fees:

G. Special Service Charges for Records Requests / Open Public Records Act Requests.

BE IT FURTHER ORDAINED that all other terms and provisions of Article I, Chapter 103, Volunteer Incentives of the Borough Code shall remain unchanged.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon final passage and publication in accordance with the law.

APPROVED ON FIRST READING
DATED: January 16, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING
DATED: February 20, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____DAY OF _____.

JOHN F. COFFEY, II
Mayor

ORDINANCE #1016

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY MAKING PROVISION OF SUBTITLE ONE OF TITLE 39 WITH VARIOUS TRAFFIC REGULATIONS APPLICABLE TO THE LIBERTY WALK DEVELOPMENT AND REGULATING THE USE OF SAID ROADWAYS, STREETS, DRIVEWAYS AND PARKING LOTS BY MOTOR VEHICLES

NOW THERFORE, BE IT ORDAINED, that RPM Development Group has filed a written consent with the Borough of Oceanport that the provisions of Subtitle One of Title 39 of the revised statutes of New Jersey to be made applicable to the semi-public roads, streets, driveways and parking lots at the Liberty Walk Development located in the Borough of Oceanport, County of Monmouth, and the following regulations shall be enforceable:

REGULATIONS:

I. General Parking:
   A. All vehicles must park in designated areas and between the lines provided.
   B. No person shall stop or stand a vehicle upon any of the streets or parts of streets described below, except in areas covered by other parking restrictions.

Name of Street	Sides	Hours	Location
Gosselin Ave	North	All	As indicated on site plan

II. Stopped Intersections:
The following described intersections are hereby designated as Stop Intersections. Stop signs shall be installed as provided therein.

Intersection	Stop Sign(s) on:
Gosselin Ave East Terminus	Gosselin Ave
Gosselin Ave West Terminus	Gosselin Ave

III. Speed Limits:
   A. The speed limit for both directions of travel on the following roadways is:

Name of Street	M.P.H.	Limits
Gosselin Ave	25 MPH	Entire Length

   B. Regulatory and warning signs shall be erected and maintained to effect the above designated speed limits authorized by the Department of Transportation.

IV. Tow-Away Zones:
Any vehicle parked or standing as to obstruct or impede a normal flow of traffic block entrances or exit ways, oil fills, any grassy area pedestrian walkway, or present in any way a safety or traffic hazard may be removed by towing the vehicle at the owners or operators expense.

PENALTY FOR VIOLATIONS

Unless another penalty is expressly provided for by the New Jersey Statute, every person convicted of violation of this Ordinance or any supplement thereto shall be liable to a penalty of not more than

($_____) dollars or imprisonment for a term not exceeding fifteen (15) days or both.

BE IT FURTHER ORDAINED that all signs, posts or other necessary materials be installed and paid for by the applicant. All signing shall conform to the current Manual on Uniform Traffic Control Devices, pursuant to N.J.S.A. 39:4-198 and N.J.S.A. 39:4-183.27.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon final passage and publication in accordance with the law. If any part of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of the Ordinance.

BE IT FURTHER ORDAINED that a copy of this ordinance be provided to the Chief of Police the Borough Engineer, Borough Administrator, and the New Jersey State Commissioner of Transportation.

APPROVED ON FIRST READING
DATED: January 16, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING
DATED: February 20, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____DAY OF _____.

JOHN F. COFFEY, II
Mayor

ORDINANCE #1017

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY TO AMEND CHAPTER 390 "ZONING", TO REPLACE THE VILLAGE COMMERCIAL AFFORDABLE HOUSING OVERLAY INCLUSIONARY DISTRICT - 1 (VC-AH)

WHEREAS, the Borough filed a declaratory judgment action captioned In the Matter of the Application of the Borough of Oceanport, Superior Court of New Jersey, Law Division-Monmouth County, Docket No. MON-L-2528-15 (the "Mt. Laurel Litigation") following the New Jersey Supreme Court's decision in the matter of In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, wherein the Supreme Court directed that municipalities were required to file declaratory judgment actions in the Superior Court to evaluate compliance with their *Mount Laurel* obligations in order to maintain immunity from builder's remedy litigation; and

WHEREAS the Court appointed Michael P. Bolan, P.P. , AICP to serve as the Special Master in the Mt. Laurel Litigation to advise the Court and the parties on affordable housing compliance issues; and

WHEREAS, the Fair Share Housing Center ("FSHC") is a Supreme Court designated interested party in this Mt. Laurel Litigation to advocate on behalf of low and moderate income households in the State of New Jersey and the County of Monmouth; and

WHEREAS, the Borough entered into a Settlement Agreement on May 17, 2019 with FSHC which established the Borough's affordable housing obligation for the time period 1999-2025 and the Court entered an Order of Fairness and Compliance on July 19, 2019 which approved the Settlement Agreement subject to certain conditions of compliance which need to be approved by the Borough prior to the Final Compliance Hearing at which time the Borough will receive Judgment of Compliance and Repose protecting the Borough from builder's remedy litigation through July 1, 2025; and

WHEREAS, one of the Court's condition of compliance includes a Borough-wide affordable housing ordinance incorporating the State's laws and regulations into the Borough Code;

WHEREAS, the Borough Council of the Borough Oceanport believes it is in the best interest of the Borough of Oceanport to comply with the Court's Order and adopt an overlay zone in the Village Commercial Affordable Housing Overlay Inclusionary District.

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

Article III (Establishment of Zones) is hereby amended to rescind and replace the Village Commercial Affordable Housing Overlay Inclusionary District (VC-AH) with the following standards.

Article IV (General Regulations) is hereby amended to rescind and replace the Village Commercial Affordable Housing Overlay Inclusionary District (VC-AH):

In any instance in which these regulations and standards do not address a particular land development control, or when specific reference to the LDO is made, the standards of the Development Regulations shall apply:

Chapter 390

31.5 Village Commercial Affordable Housing Overlay Inclusionary Zone

a. Purpose: The Borough adopts this ordinance to advance the following objectives: To address

its affordable housing unmet need obligation, the Borough shall implement a Village Commercial Affordable Housing Overlay Inclusionary Zone Ordinance that creates a realistic opportunity for housing in the Borough that is affordable to low- and moderate-income households. This Ordinance establishes the Village Commercial Affordable Housing Overlay Inclusionary Zone, and permits the creation of multi-family housing within the Village Commercial Zone provided that such housing complies with a required inclusionary set-aside requirement and with the requirements of this ordinance. The form of development shall be consistent with the goals, objectives and general design principles of the East Main Street Urban Design + Resiliency Plan Element of the Borough Master Plan.

b. Location. The Village Commercial Affordable Housing Overlay Inclusionary District is applicable to the following parcels:

Block 88, Lot 34
Block 88, Lot 35
Block 101, Lot 1
Block 101, Lot 2
Block 101, Lot 3
Block 101, Lot 4
Block 101, Lot 5
Block 101, Lot 6
Block 101, Lot 7
Block 101, Lot 8
Block 101, Lot 9
Block 121, Lot 3.01
Block 121, Lot 4

c. Permitted uses. The following uses shall be permitted in the Village Commercial Affordable Housing Overlay Inclusionary District:

1. Inclusionary multi-family development provided:
   a) The minimum percentage of very low, low- and moderate-income housing shall be fifteen percent (15%) of the total number of dwelling units for rental affordable units and twenty percent (20%) of the total number of dwelling units for for-sale affordable units.
   b) In any multi-family development having five (5) or more residential units, at least one (1) unit must be established as affordable to low- and moderate-income households;
   c) All affordable units produced must comply with the Borough's Affordable Housing Ordinance
2. Mixed-use development provided inclusionary multi-family dwellings are provided. The following non-residential uses are permitted in the mixed-use development on the first floor;
   a) Restaurant:
   b) Bar;
   c) Brewery;
   d) Offices;
   e) Retail;
   f) Museum;
   g) Gallery;
   h) Houses of Worship;
   i) Recreation services such as a health club;
   j) Personal services such as laundry cleaning and salons;
   k) Uses similar to those permitted above as determined by the Planning Board.

d. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the VC-AH District provided they are located on the same premises as the principal use or structure to which they are accessory and are located in the rear yard:

1. Accessory uses on the same lot with and customarily incidental to, any of the above permitted uses.
2. Surface parking area and garages.

e. Development Standards

1. Maximum density:	20 dwelling units per acre
2. Principal Building Setbacks	
a) Front Yard	0 feet minimum 15 feet maximum from front lot line
b) Side Yard	10 Feet
c) Rear Yard	0 Feet
3. Accessory Building Setbacks	
a) Side Yard	10 Feet
b) Rear Yard	10 Feet
4. Maximum Principal Building Height	3 Stories / 38 Feet
5. Maximum Accessory Building Height	20 feet
6. Maximum Building Coverage:	65%
7. Maximum Impervious Surfaces:	80%

8. Design Standards

a) Building Design.

1) Buildings shall be required to incorporate high-quality architectural features that are characteristic of and complimentary to significant buildings reflecting the traditional architecture within downtown centers in the region. The applicant for any development shall demonstrate such design by providing examples of and comparisons with existing high-quality architecturally significant buildings.
2) If more than one primary structure is proposed, the architecture of each primary structure shall be compatible but different from one another in terms of style, materials and layout.
3) All HVAC and mechanical equipment shall be adequately screened from view.
4) Front-loaded townhouses are prohibited.

b) Recreational/Social Amenities. Developments shall be required to include both interior and exterior common areas devoted to recreational, social and similar functions for residents and their guests, as set forth below:

1) At least 40 square feet per dwelling unit shall be devoted to interior common areas, such as but not limited to meeting rooms, community centers, fitness centers, indoor recreational areas, lounges, libraries, etc. Areas such as hallways, stairs, elevators, entrance lobbies, storage, mail areas, mechanical space or office space and similar areas shall not count towards meeting this requirement.
2) At least 40 square feet per dwelling unit shall be devoted to exterior common areas, such as but not limited to recreational areas, gardens, courtyards, plazas, decks, patios, etc. Such areas may be located at grade level, on building terraces or on the roof of the building. Lawn and landscaped areas shall not count towards

meeting this requirement unless such areas are specifically designed to be part of the aforementioned features.

c) Parking shall be located in the side or rear yards only.

13. Affordable Housing. All residential development shall be required to include affordable housing as a component. The following requirements shall apply:

a) The minimum percentage of very low, low- and moderate-income housing shall be fifteen percent (15%) of the total number of dwelling units for rental affordable units and twenty percent (20%) of the total number of dwelling units for for-sale affordable units.

b) Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing, provided a minimum of 13% of the affordable units are very low income units at 30% of the median income and 37% of the affordable units are low income units with the 50% balance of units allowed at moderate income; bedroom distribution; range of affordability; pricing and rent of units; affirmative marketing; 30-year minimum affordability controls and construction phasing with the market rate units developed on the tract.

c) The Borough designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

APPROVED ON FIRST READING
DATED: January 16, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING
DATED: February 20, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____DAY OF _____.

JOHN F. COFFEY, II
Mayor

PR-20-09
02-11-20

RESOLUTION OF THE BOROUGH OF OCEANPORT PLANNING BOARD DETERMINATION OF CONSISTENCY WITH MASTER PLAN GOVERNING BODY REFERRAL – ORDINANCE #1017 AMENDING CHAPTER 390 "ZONING" TO CREATE THE VILLAGE COMMERCIAL AFFORDABLE HOUSING OVERLAY INCLUSIONARY DISTRICT – 1(VC-AH)

WHEREAS, the Governing Body has referred to the Planning Board an ordinance amending Chapter 390 "Zoning" for the creation of the Village Commercial Affordable Housing Overlay Inclusionary District as part of the Borough's process for judgment of compliance with the approved Settlement Agreement with Fair Share Housing Center; and

WHEREAS, the Planning Board has reviewed the Ordinance and finds that same is consistent with the Master Plan as amended February 10, 2020,

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Borough of Oceanport submits to the Governing Body a determination of consistency with the Master Plan for Ordinance #1017 pursuant with N.J.S.A. 40:55D-64.

PR-20-09
02-11-20

This resolution memorializes an action taken at the regular meeting of the Oceanport Planning Board held on February 10, 2020 on roll call that evening by the following vote:

Offered by: Mr. Foster Seconded by: Ms. Cooper

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	( )	( )	( )	(✓)	( )
Whitson	(✓)	( )	( )	( )	( )
Davis	( )	( )	( )	(✓)	( )
Tyrdik	(✓)	( )	( )	( )	( )
Foster	(✓)	( )	( )	( )	( )
Kleiberg	(✓)	( )	( )	( )	( )
Kahle	( )	( )	( )	(✓)	( )
Savarese	(✓)	( )	( )	( )	( )
Cooper	(✓)	( )	( )	( )	( )
Dailey (Alt. 1)	(✓)	( )	( )	( )	( )
Rue (Alt. 2)	(✓)	( )	( )	( )	( )

This resolution was offered by Councilman Tyrdik., seconded by Mr. Foster, and adopted on roll call by the following vote:

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	( )	( )	( )	(✓)	( )
Whitson	(✓)	( )	( )	( )	( )
Davis	( )	( )	( )	(✓)	( )
Tyrdik	(✓)	( )	( )	( )	( )
Foster	(✓)	( )	( )	( )	( )
Kleiberg	(✓)	( )	( )	( )	( )
Kahle	( )	( )	( )	(✓)	( )
Savarese	(✓)	( )	( )	( )	( )
Cooper	(✓)	( )	( )	( )	( )
Dailey (Alt. 1)	(✓)	( )	( )	( )	( )
Rue (Alt. 2)	(✓)	( )	( )	( )	( )

I hereby certify that the foregoing Resolution was adopted by the Planning Board of the Borough of Oceanport at its meeting of February 11, 2020.

Jeanne Smith, Secretary

ORDINANCE #1018

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY TO AMEND CHAPTER 390 "ZONING", TO CREATE THE MONMOUTH PARK AGE-RESTRICTED AFFORDABLE HOUSING OVERLAY INCLUSIONARY DISTRICT - 1(MPAR-AH)

WHEREAS, the Borough filed a declaratory judgment action captioned In the Matter of the Application of the Borough of Oceanport, Superior Court of New Jersey, Law Division-Monmouth County, Docket No. MON-L-2528-15 (the "Mt. Laurel Litigation") following the New Jersey Supreme Court's decision in the matter of In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, wherein the Supreme Court directed that municipalities were required to file declaratory judgment actions in the Superior Court to evaluate compliance with their *Mount Laurel* obligations in order to maintain immunity from builder's remedy litigation; and

WHEREAS the Court appointed Michael P. Bolan, P.P., AICP to serve as the Special Master in the Mt. Laurel Litigation to advise the Court and the parties on affordable housing compliance issues; and

WHEREAS, the Fair Share Housing Center ("FSHC") is a Supreme Court designated interested party in this Mt. Laurel Litigation to advocate on behalf of low and moderate income households in the State of New Jersey and the County of Monmouth; and

WHEREAS, the Borough entered into a Settlement Agreement on May 17, 2019 with FSHC which established the Borough's affordable housing obligation for the time period 1999-2025 and the Court entered an Order of Fairness and Compliance on July 19, 2019 which approved the Settlement Agreement subject to certain conditions of compliance which need to be approved by the Borough prior to the Final Compliance Hearing at which time the Borough will receive a Judgment of Compliance and Repose protecting the Borough from builder's remedy litigation through July 1, 2025; and

WHEREAS, one of the Court's condition of compliance includes an affordable housing overlay zone on a portion of the Monmouth Park Racetrack property which will only be triggered upon the complete cessation of live horse racing activity of any kind at the Monmouth Park Racetrack.

WHEREAS, the Borough Council of the Borough Oceanport believes it is in the best interest of the Borough of Oceanport to comply with the Court's Order and adopt an overlay zone on a portion of the Monmouth Park Racetrack property which will only be triggered upon the complete cessation of live horse racing activity of any kind at Monmouth Park Racetrack.

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

Article III (Establishment of Zones) is hereby amended to create the Monmouth Park Age-Restricted Affordable Housing Overlay Inclusionary District (MPAR-AH) with the following standards.

Article IV (General Regulations) is hereby amended to create the Master Plan Age-Restricted Affordable Housing Overlay Inclusionary District (MPAR):

In any instance in which these regulations and standards do not address a particular land development control, or when specific reference to the LDO is made, the standards of the Development Regulations shall apply:

Chapter 390

31.6 Monmouth Park Age-Restricted Affordable Housing Overlay Inclusionary Zone

a. Purpose: The Borough adopts this ordinance to advance the following objectives: To address its affordable housing unmet need obligation, the Borough shall implement a Monmouth Park Age- Restricted Affordable Housing Overlay Inclusionary Zone Ordinance that creates a realistic opportunity for housing in the Borough that is affordable to low- and moderate-income households. This Ordinance establishes the Monmouth Park Affordable Housing Overlay Inclusionary Zone, and permits the creation of multi-family housing only upon the complete cessation of live horse racing activity of any kind at Monmouth Park Racetrack provided that such housing complies with a required inclusionary set-aside requirement and with the requirements of this ordinance.

b. Location. The Monmouth Park Age-Restricted Affordable Housing Overlay Inclusionary District is applicable to Block 122, Lot 28.

c. Permitted uses. The following uses shall be permitted in the Monmouth Park Age-Restricted Affordable Housing Overlay Inclusionary District:

1. Inclusionary multi-family development provided:

a) The minimum percentage of very low, low- and moderate-income housing shall be fifteen percent (15%) of the total number of dwelling units for rental affordable units and twenty percent (20%) of the total number of dwelling units for for-sale affordable units.
b) In any multi-family development having five (5) or more residential units, at least one
(1) unit must be established as affordable to low- and moderate-income households;
c) All affordable units produced must comply with the Borough's Affordable Housing Ordinance;
d) All residential units are age-restricted in accordance with the definition provided in the Borough's Affordable Housing Ordinance; and
e) Inclusionary multi-family residential development is only permitted upon the cessation of live horse racing activity of any kind at Monmouth Park Racetrack.

d. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the MPAR-AH District provided they are located on the same premises as the principal use or structure to which they are accessory and are located in the rear yard:

1. Accessory uses on the same lot with and customarily incidental to, any of the above permitted uses.
2. Surface parking area and garages.

e. Development Standards

1. Maximum density: 12 dwelling units per acre

2. Maximum Building Coverage: 65%

3. Maximum Impervious Surfaces: 80%

4. Townhouses
a) Maximum Height 45 feet or 3 stories
b) Maximum dwelling units in one building 8
c) Rear-Loaded Townhouses:
1) Minimum distances from front facade to private streets:

i. Building to sidewalk 14 feet
ii. Building to curb 21 feet

2) Minimum distance from garage facade to curb, edge of alley pavement or edge of sidewalk: 20 feet
3) Minimum distances for side facades:
   i. Building to building 28 feet
   ii. Building to private street 15 feet

5. Apartments
   a) Maximum Height 45 feet or 3 stories
   b) Maximum dwelling units in one building 36
   c) Minimum Building setbacks:
      i. Building to building 30 feet
      ii. Building to private street 16 feet
      iii. Building to parking area or driveway 15 feet
   d) For each affordable apartment, in addition to any storage areas contained within the apartment, there shall be provided 300 cubic feet of storage in a conveniently accessible area either within the apartment building or in a separate building where storage will not constitute a fire hazard and where belongings can be kept locked and separated from the belongings of other occupants.

6. Design Standards

   a) Building Design.

      1) Buildings shall be required to incorporate high-quality architectural features that are characteristic of and complimentary to other significant multi-family buildings reflecting the traditional architecture within the Borough. The applicant for any development shall demonstrate such design by providing examples of and comparisons with existing high-quality architecturally significant buildings.
      2) If more than one primary structure is proposed, the architecture of each primary structure shall be compatible but different from one another in terms of style, materials and layout.
      3) All HVAC and mechanical equipment shall be adequately screened from view.
      4) Front-loaded townhouses are prohibited.

   b) Recreational/Social Amenities. Developments shall be required to include both interior and exterior common areas devoted to recreational, social and similar functions for residents and their guests, as set forth below:

      1) At least 40 square feet per dwelling unit shall be devoted to interior common areas, such as but not limited to meeting rooms, community centers, fitness centers, indoor recreational areas, lounges, libraries, etc. Areas such as hallways, stairs, elevators, entrance lobbies, storage, mail areas, mechanical space or office space and similar areas shall not count towards meeting this requirement.
      2) At least 40 square feet per dwelling unit shall be devoted to exterior common areas, such as but not limited to recreational areas, gardens, courtyards, plazas, decks, patios, etc. Such areas may be located at grade level, on building terraces or on the roof of the building. Lawn and landscaped areas shall not count towards meeting this requirement unless such areas are specifically designed to be part of the aforementioned features.

c) Parking shall be located in the side or rear yards only.

13. Affordable Housing. All residential development shall be required to include affordable housing as a component. The following requirements shall apply:

a) The minimum percentage of very low, low- and moderate-income housing shall be fifteen percent (15%) of the total number of dwelling units for rental affordable units and twenty percent (20%) of the total number of dwelling units for for-sale affordable units.
b) Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing, provided a minimum of 13% of the affordable units are very low income units at 30% of the median income and 37% of the affordable units are low income units with the 50% balance of units allowed at moderate income; bedroom distribution; range of affordability; pricing and rent of units; affirmative marketing; 30-year minimum affordability controls and construction phasing with the market rate units developed on the tract.
c) The Borough designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

APPROVED ON FIRST READING
DATED: January 16, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING
DATED: February 20, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____DAY OF _____.

JOHN F. COFFEY, II
Mayor

PR-20-10
02-11-20

RESOLUTION OF THE BOROUGH OF OCEANPORT PLANNING BOARD DETERMINATION OF CONSISTENCY WITH MASTER PLAN GOVERNING BODY REFERRAL – ORDINANCE #1018 AMENDING CHAPTER 390 "ZONING" TO CREATE THE MONMOUTH PARK AGE-RESTRICTED AFFORDABLE HOUSING OVERLAY INCLUSIONARY DISTRICT – 1(MPAR-AH)

WHEREAS, the Governing Body has referred to the Planning Board an ordinance amending Chapter 390 "Zoning" for the creation of the Monmouth Park Age-Restricted Affordable Housing Overlay Inclusionary District as part of the Borough's process for judgment of compliance with the approved Settlement Agreement with Fair Share Housing Center; and

WHEREAS, the Planning Board has reviewed the Ordinance and finds that same is consistent with the Master Plan as amended February 10, 2020,

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Borough of Oceanport submits to the Governing Body a determination of consistency with the Master Plan for Ordinance #1018 pursuant with N.J.S.A. 40:55D-64.

PR-20-10
02-11-20

This resolution memorializes an action taken at the special meeting of the Oceanport Planning Board held on February 10, 2020 on roll call that evening by the following vote:

Offered by: Ms. Cooper Seconded by: Mr. Dailey

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	( )	( )	( )	(✓)	( )
Whitson	(✓)	( )	( )	( )	( )
Davis	( )	( )	( )	(✓)	( )
Tyrdik	(✓)	( )	( )	( )	( )
Foster	(✓)	( )	( )	( )	( )
Kleiberg	(✓)	( )	( )	( )	( )
Kahle	( )	( )	( )	(✓)	( )
Savarese	(✓)	( )	( )	( )	( )
Cooper	(✓)	( )	( )	( )	( )
Dailey (Alt. 1)	(✓)	( )	( )	( )	( )
Rue (Alt. 2)	(✓)	( )	( )	( )	( )

This resolution was offered by Mr. Kleiberg, seconded by Mr. Savarese, and adopted on roll call by the following vote:

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	( )	( )	( )	(✓)	( )
Whitson	(✓)	( )	( )	( )	( )
Davis	( )	( )	( )	(✓)	( )
Tyrdik	(✓)	( )	( )	( )	( )
Foster	(✓)	( )	( )	( )	( )
Kleiberg	(✓)	( )	( )	( )	( )
Kahle	( )	( )	( )	(✓)	( )
Savarese	(✓)	( )	( )	( )	( )
Cooper	(✓)	( )	( )	( )	( )
Dailey (Alt. 1)	(✓)	( )	( )	( )	( )
Rue (Alt. 2)	(✓)	( )	( )	( )	( )

I hereby certify that the foregoing Resolution was adopted by the Planning Board of the Borough of Oceanport at its meeting of February 11, 2020.

Jeanne Smith, Secretary

ORDINANCE #1019

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY REPEALING AND REPLACING CHAPTER 108 "AFFORDABLE HOUSING" AND ARTICLE XI OF CHAPTER 390 "PROVISIONS OF AFFORDABLE HOUSING" OF THE BOROUGH OF OCEANPORT TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Borough filed a declaratory judgment action captioned In the Matter of the Application of the Borough of Oceanport, Superior Court of New Jersey, Law Division-Monmouth County, Docket No. MON-L-2528-15 (the "Mt. Laurel Litigation") following the New Jersey Supreme Court's decision in the matter of In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, wherein the Supreme Court directed that municipalities were required to file declaratory judgment actions in the Superior Court to evaluate compliance with their *Mount Laurel* obligations in order to maintain immunity from builder's remedy litigation; and

WHEREAS the Court appointed Michael P. Bolan, P.P. , AICP to serve as the Special Master in the Mt. Laurel Litigation to advise the Court and the parties on affordable housing compliance issues; and

WHEREAS, the Fair Share Housing Center ("FSHC") is a Supreme Court designated interested party in this Mt. Laurel Litigation to advocate on behalf of low and moderate income households in the State of New Jersey and the County of Monmouth; and

WHEREAS, the Borough entered into a Settlement Agreement on May 17, 2019 with FSHC which established the Borough's affordable housing obligation for the time period 1999-2025 and the Court entered an Order of Fairness and Compliance on July 19, 2019 which approved the Settlement Agreement subject to certain conditions of compliance which need to be approved by the Borough prior to the Final Compliance Hearing at which time the Borough will receive Judgment of Compliance and Repose protecting the Borough from builder's remedy litigation through July 1, 2025; and

WHEREAS, one of the Court's condition of compliance includes a Borough-wide affordable housing ordinance incorporating the State's laws and regulations into the Borough Code;

WHEREAS, the Borough Council of the Borough Oceanport believes it is in the best interest of the Borough of Oceanport to comply with the Court's Order and adopt a Borough-wide affordable housing Ordinance;

NOW THEREFORE BE IT ORDAINED by the Borough Council of Oceanport, Monmouth County, New Jersey, that the Code of the Borough of Oceanport is hereby amended to include provisions addressing Oceanport's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate- income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

The Oceanport Borough Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Housing Element and Fair Share Plan has been endorsed by the Borough Council. This Ordinance implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of

N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

Section 1. Monitoring and Reporting Requirements

The Borough of Oceanport shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

1. Beginning on May 17, 2020, and on every anniversary of that date through July 1, 2025, the Borough agrees to provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

2. Beginning on May 17, 2019, and on every anniversary of that date through July 27, 2025, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.

3. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.

4. By March 1, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low-income housing obligations.

Section 2. Definitions

The following terms when used in this Ordinance shall have the meanings given in this

Section: “Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et

seq.)

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent" means the entity designated by the Borough to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

“Affordability average” means the average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” means, a sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable housing development” means a development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Borough's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Alternative living arrangement" means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

“Assisted living residence” means a facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a low- income household or moderate-income household.

“COAH” means the Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq.

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

“Low-income household” means a household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary and the transfer of ownership by court order.

“Random selection process” means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” means the maximum housing value in each housing region affordable to a four- person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

“Rehabilitation” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

“UHAC” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

“Very low-income household” means a household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

“Very low-income unit” means a restricted unit that is affordable to a very low-income household.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

Section 3. Applicability and Mandatory Set-Aside

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Borough of Oceanport pursuant to the Borough's most recently adopted Housing Element and Fair Share Plan.

2. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and

moderate-income housing units and including any developments funded with low-income housing tax credits.

3. If the Borough permits the construction of multi-family or single-family attached residential development that is “approvable” and “developable,” as defined at N.J.A.C. 5:93-1.3, at a gross Residential density of 6 units to the acre or more, the Borough shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning on May 17, 2019. Where applicable within the Borough, this requirement shall apply to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project and including the conversion of a non-residential structure to a residential development, which development consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Borough’s Land Use Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation.

4. For any such development for which the Borough’s land use ordinances (e.g. zoning or an adopted Redevelopment Plan) already permitted residential development as of May 17, 2019, this

requirement shall only apply if the Borough permits an increase in approvable and developable gross residential density to at least twice the permitted approvable and developable gross residential density as of the effective date of this Agreement. Nothing in this paragraph precludes the Borough from imposing an affordable housing set aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law.

5. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low- and moderate-income units are to be offered for rent, the appropriate set-aside percentage is 15 percent.

6. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein.

Section 4. Alternative Living Arrangements

1. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:

a. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;

b. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).

2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30-year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

3. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

Section 5. Phasing Schedule for Inclusionary Zoning

In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low-Moderate-Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

Section 6. New Construction

1. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

a. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. At least 13 percent of all restricted rental units shall be very low-income units (affordable to a household earning 30 percent or less of regional median income by household size). The very low-income units shall be counted as part of the required number of low income units within the development.

b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.

c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

2) At least 30 percent of all low- and moderate-income units shall be two-bedroom units;

3) At least 20 percent of all low- and moderate-income units shall be three-bedroom units; and

4) The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.

d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one- bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:

b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

1) An adaptable toilet and bathing facility on the first floor; and

2) An adaptable kitchen on the first floor; and

3) An interior accessible route of travel on the first floor; and

4) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

5) If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and

6) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D- 311a, et seq.) and the Barrier Free SubCode, N.J.A.C. 5:23-7, or evidence that Oceanport has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

b) To this end, the builder of restricted units shall deposit funds within the Borough of Oceanport's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

c) The funds deposited under paragraph 6)b) above shall be used by the Borough of Oceanport for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Borough of Oceanport for the conversion of adaptable to accessible entrances.

e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Borough's Affordable Housing Trust Fund in care of the Borough Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

7) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, N.J.A.C. 5:23-7.

3. Design:

a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

b. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

4. Maximum Rents and Sales Prices:

a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures as approved by the Court.

1) Regional income limits shall be established for the region that the Township is located within based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits

published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low-income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

2) The income limits are the result of applying the percentages set forth in paragraph (1) above to HUD's determination of median income for the fiscal year 2017, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

3) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)(3) shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (1) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

4) In establishing sale prices and rents of affordable housing units, the Township's administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

(a) The resale prices of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region determined pursuant to the above methodology. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

(b) The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to

very low-income households, which very low-income units shall be part of the low-income requirement.

d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

1) A studio shall be affordable to a one-person household;

2) A one-bedroom unit shall be affordable to a one- and one-half person household;

3) A two-bedroom unit shall be affordable to a three-person household;

4) A three-bedroom unit shall be affordable to a four and one-half person household; and

5) A four-bedroom unit shall be affordable to a six-person household.

f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

1) A studio shall be affordable to a one-person household;

2) A one-bedroom unit shall be affordable to a one- and one-half person household; and

3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.

j. The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

Section 7. Utilities

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.

2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

Section 8. Occupancy Standards

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:
1. Provide an occupant for each bedroom;
2. Provide children of different sexes with separate bedrooms;
3. Provide separate bedrooms for parents and children; and
4. Prevent more than two persons from occupying a single bedroom.

Section 9. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Oceanport takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the

unit's non- restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 10. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate- income purchasers and those paid by market purchasers.

4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 13.

Section 11. Buyer Income Eligibility

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80- 26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Borough Council, and subject to the Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

5. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Borough Council, and subject to Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.

6. A certified household that purchases a restricted ownership unit must occupy it as a certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of a hardship, to lease the restricted unit to another certified household for a period not to exceed one year. Violations of this provision shall be subject to the applicable enforcement provisions of Section 20 of this Ordinance.

Section 12. Limitations on Indebtedness Secured by Ownership Unit; Subordination

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 13. Capital Improvements To Ownership Units

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

Section 14. Control Periods for Restricted Rental Units

1. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Oceanport takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Oceanport. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

a. Sublease or assignment of the lease of the unit;

b. Sale or other voluntary transfer of the ownership of the unit; or

3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

Section 15. Rent Restrictions for Rental Units; Leases

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

Section 16. Tenant Income Eligibility

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.

b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.

c. Moderate-income rental units shall be reserved for households with a gross

household income less than 80 percent of the regional median household income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to
N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
c. The household is currently in substandard or overcrowded living conditions;
d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Section 17. Municipal Housing Liaison

. The Borough of Oceanport shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the Borough's affordable housing program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the Borough's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). Oceanport shall adopt an Ordinance creating the position of Municipal Housing Liaison and a Resolution appointing the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Oceanport, including the following responsibilities which may not be contracted out to the Administrative Agent:

a. Serving as Oceanport's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

b. Monitoring the status of all restricted units in Oceanport's Fair Share Plan;

c. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;

d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and

e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

3. Subject to the approval of the Court, the Borough of Oceanport shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Borough in accordance with UHAC and this Ordinance. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the Borough Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

Section 18. Administrative Agent

An Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. *The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required.* The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

1. Affirmative Marketing:
   a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of Oceanport and the provisions of N.J.A.C. 5:80-26.15; and
   b. Providing counseling or contracting to provide counseling services to low- and moderate- income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

2. Household Certification:
   a. Soliciting, scheduling, conducting and following up on interviews with interested households;
   b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate- income unit;
   c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
   d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

   e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;

   f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Borough of Oceanport when referring households for certification to affordable units; and

   g. Notifying the following entities of the availability of affordable housing units in the Borough of Oceanport: Fair Share Housing Center, the New Jersey State Conference

of the NAACP, the Latino Action Network, STEPS, OCEAN Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch and Trenton branches of the NAACP, and the Supportive Housing Association.

3. Affordability Controls:

a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;

c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Monmouth County Register of Deeds or Monmouth County Clerk's office after the termination of the affordability controls for each restricted unit;

d. Communicating with lenders regarding foreclosures; and

e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

4. Resales and Re-rentals:

a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re- rental; and

b. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.

5. Processing Requests from Unit Owners:

a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

c. Notifying the municipality of an owner's intent to sell a restricted unit; and

d. Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

c. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;

d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;

e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and

f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Borough Council and the Court, setting forth procedures for administering the affordability controls.

7. Additional Responsibilities:

a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.

c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

Section 19. Affirmative Marketing Requirements

1. The Borough of Oceanport shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 4 and is required to be followed throughout the period of restriction.

3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 4, comprised of Monmouth, Mercer and Ocean Counties.

4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the Borough of

Oceanport shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

9. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Oceanport, and copies of the application forms, to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network STEPS, OCEAN Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch and Trenton branches of the NAACP, and the Supportive Housing Association.

10. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 20. Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

1) A fine of not more than $500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation

continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

2) In the case of an Owner who has rented a low- or moderate-income unit In violation of the regulations governing affordable housing units, payment into the Borough of Oceanport Affordable Housing Trust Fund of the gross amount of rent illegally collected;

3) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.

1) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

2) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

3) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may

acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low-and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

5) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

6) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 21. Appeals

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.

APPROVED ON FIRST READING
DATED: January 16, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING
DATED: February 20, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____DAY OF _____.

JOHN F. COFFEY, II
Mayor

PR-20-11
02-11-20

RESOLUTION OF THE BOROUGH OF OCEANPORT PLANNING BOARD
DETERMINATION OF CONSISTENCY WITH MASTER PLAN
GOVERNING BODY REFERRAL – ORDINANCE #1019
AMENDING CHAPTER 390 "ZONING",
ARTICLE XI "PROVISIONS OF AFFORDABLE HOUSING

WHEREAS, the Governing Body has referred to the Planning Board an ordinance amending Chapter 390 "Zoning" in order to replace the Borough's current regulations concerning Affordable Housing in order to comply with the Court's condition of compliance with regards to its Affordable housing and Fair Share Plan, include provisions addressing Oceanport's constitutional obligation to provide its fair share of low- and moderate- income housing as directed by the Superior Court and insure that low- and moderate- income units are created with controls on affordability over time and that low- and moderate- income households shall occupy those units.

WHEREAS, the Planning Board has reviewed the Ordinance and finds that same is consistent with the Master Plan as amended February 10, 2020,

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Borough of Oceanport submits to the Governing Body a determination of consistency with the Master Plan for Ordinance #1019 pursuant with N.J.S.A. 40:55D-64.

PR-20-11
02-11-20

This resolution memorializes an action taken at the special meeting of the Oceanport Planning Board held on February 10, 2020 on roll call that evening by the following vote:

Offered by: Ms. Cooper Seconded by: Mr. Kleiberg

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	( )	( )	( )	(✓)	( )
Whitson	(✓)	( )	( )	( )	( )
Davis	( )	( )	( )	(✓)	( )
Tyrdik	(✓)	( )	( )	( )	( )
Foster	(✓)	( )	( )	( )	( )
Kleiberg	(✓)	( )	( )	( )	( )
Kahle	( )	( )	( )	(✓)	( )
Savarese	(✓)	( )	( )	( )	( )
Cooper	(✓)	( )	( )	( )	( )
Dailey (Alt. 1)	(✓)	( )	( )	( )	( )
Rue (Alt. 2)	(✓)	( )	( )	( )	( )

This resolution was offered by Ms. Cooper, seconded by Mr. Dailey, and adopted on roll call by the following vote:

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	( )	( )	( )	(✓)	( )
Whitson	(✓)	( )	( )	( )	( )
Davis	( )	( )	( )	(✓)	( )
Tyrdik	(✓)	( )	( )	( )	( )
Foster	(✓)	( )	( )	( )	( )
Kleiberg	(✓)	( )	( )	( )	( )
Kahle	( )	( )	( )	(✓)	( )
Savarese	(✓)	( )	( )	( )	( )
Cooper	(✓)	( )	( )	( )	( )
Dailey (Alt. 1)	(✓)	( )	( )	( )	( )
Rue (Alt. 2)	(✓)	( )	( )	( )	( )

I hereby certify that the foregoing Resolution was adopted by the Planning Board of the Borough of Oceanport at its meeting of February 11, 2020.

Jeanne Smith, Secretary

ORDINANCE #1020

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY REPEALING AND REPLACING CHAPTER 390 ARTICLE X "DEVELOPMENT FEES" OF THE BOROUGH OF OCEANPORT TO PROVIDE FOR THE COLLECTION OF DEVELOPMENT FEES IN SUPPORT OF AFFORDABLE HOUSING AS PERMITTED BY THE NEW JERSEY FAIR HOUSING ACT

WHEREAS, the Borough filed a declaratory judgment action captioned In the Matter of the Application of the Borough of Oceanport, Superior Court of New Jersey, Law Division-Monmouth County, Docket No. MON-L-2528-15 (the "Mt. Laurel Litigation") following the New Jersey Supreme Court's decision in the matter of In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, wherein the Supreme Court directed that municipalities were required to file declaratory judgment actions in the Superior Court to evaluate compliance with their *Mount Laurel* obligations in order to maintain immunity from builder's remedy litigation; and

WHEREAS, the Court appointed Michael P. Bolan, P.P. , AICP to serve as the Special Master in the Mt. Laurel Litigation to advise the Court and the parties on affordable housing compliance issues; and

WHEREAS,, the Fair Share Housing Center ("FSHC") is a Supreme Court designated interested party in this Mt. Laurel Litigation to advocate on behalf of low and moderate income households in the State of New Jersey and the County of Monmouth; and

WHEREAS, the Borough entered into a Settlement Agreement on May 17, 2019 with FSHC which established the Borough's affordable housing obligation for the time period 1999-2025 and the Court entered an Order of Fairness and Compliance on July 19, 2019 which approved the Settlement Agreement subject to certain conditions of compliance which need to be approved by the Borough prior to the Final Compliance Hearing at which time the Borough will receive Judgment of Compliance and Repose protecting the Borough from builder's remedy litigation through July 1, 2025; and

WHEREAS, one of the Court's condition of compliance includes updating the Borough's development fee ordinance;

WHEREAS, In Holmdel Builder's Association v. Holmdel Borough, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq*., and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH); and

WHEREAS, pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that were under the jurisdiction of COAH and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan may retain fees collected from non-residential development;

WHEREAS, the Borough Council of the Borough Oceanport believes it is in the best interest of the Borough of Oceanport to comply with the Court's Order and adopt an updated development fee ordinance in accordance with applicable law.

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of the Borough of Oceanport, Monmouth County, New Jersey, that the Code of the Borough of Oceanport is hereby amended to include the following provisions regulating the collection and disposition of mandatory development fees to be used in connection with the Borough's affordable housing programs, as directed by the Superior

Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

Purpose

This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

Basic Requirements

A. This Ordinance shall not be effective until approved by the Court.

B. The Borough of Oceanport shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

Definitions

The following terms, as used in this Ordinance, shall have the following meanings:

"Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

"COAH" or the "Council" means the New Jersey Council on Affordable Housing established under the Fair Housing Act.

"Development fee" means money paid by a developer for the improvement of property as authorized by Holmdel Builder's Association v. Holmdel Borough, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq*., and regulated by applicable COAH Rules.

"Developer" means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

"Equalized assessed value" means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c.123 (C.54:1-35a through C.54:1-35c).

"Green building strategies" means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

Residential Development Fees

A. Imposition of Fees

1) Within the Borough of Oceanport, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted.

Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

2) When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of six percent (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Developments

1) Affordable housing developments and/or developments where the developer has made a payment in lieu of on-site construction of affordable units, if permitted by Ordinance or by Agreement with the Borough of Oceanport, shall be exempt from the payment of development fees.

2) Developments that have received preliminary or final site plan approval prior to the adoption of this Ordinance and any preceding Ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where site plan approval is not applicable, the issuance of a Zoning Permit and/or Construction Permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the Construction Permit is issued.

3) Any repair, reconstruction or improvement of a structure, the cost of which is less than 50% of the market value of the structure before the improvement or repair is started. For purpose of this section, "market value" shall mean the equalized assessed value of the existing improvement as established by the Borough Tax Assessor. The cost of the repair, reconstruction or improvements shall be determined by an itemized construction cost estimate prepared and submitted to the Construction Official. The estimate shall be signed and sealed by an architect or professional engineer licensed by the State of New Jersey, or where no such professionals are retained, signed by the contractor or the homeowner. Where prepared by the homeowner or contractor, the Borough Engineer may review such estimates for accuracy. "Substantial improvement" is considered to commence when the first alteration of any wall, floor or other structural part of the building commences, whether or not the alteration affects the external dimensions of the structure. The term does not, however, include either:

(a) Any project for improvement of a structure to comply with existing state or local building, fire, health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or

(b) Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the

same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

4) Structural alterations that do not increase gross floor area of a building or structure or increase the equalized assessed value of a property shall be exempted from paying a development fee.

5) Nonprofit organizations constructing residential projects which have received tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, providing current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.

6) Federal, state, county and local governments shall be exempted from paying a development fee.

7) Homes replaced as a result of a natural disaster, fire or flood shall be exempt from the payment of a development fee. (This exemption applies only for the owner of record at the time of the fire, flood, or natural disaster.)

5. <u>Non-Residential Development Fees</u>

A. Imposition of Fees

1) Within all zoning districts, non-residential developers, except for developers of the types of
developments specifically exempted below, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

2) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre- existing land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this Section results in a negative number, the non-residential development fee shall be zero.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.

2) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.

4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.

5) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this Section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Borough of Oceanport as a lien against the real property of the owner.

6) Federal, state, county and local governments constructing nonresidential housing shall be exempted from paying a development fee.

6. Collection Procedures

A. Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.

B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF “State of New Jersey Non-Residential Development Certification/ Exemption” to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The Construction Official responsible for the issuance of a Construction Permit shall notify the Borough Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.

D. Within 90 days of receipt of such notification, the Borough Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.

E. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Borough Tax Assessor of any and all requests for the

scheduling of a final inspection on a property which is subject to a development fee.

F. Within 10 business days of a request for the scheduling of a final inspection, the Borough Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

G. Should the Borough of Oceanport fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

H. Except as provided in Section 5.A.3) hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.

I. Appeal of Development Fees

1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the Borough of Oceanport. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1, *et seq*., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the
Borough of Oceanport. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1, *et seq*., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. <u>Affordable Housing Trust Fund</u>

A. There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Borough of Oceanport for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

1) Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Borough of Oceanport;

2) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;

3) Rental income from municipally operated units;

4) Repayments from affordable housing program loans;

5) Recapture funds;

6) Proceeds from the sale of affordable units; and

7) Any other funds collected in connection with Oceanport's affordable housing program.

C. In the event of a failure by the Borough of Oceanport to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Borough of Oceanport, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund or impose such other remedies as may be reasonable and appropriate to the circumstances.

D. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

8. Use of Funds

A. The expenditure of all funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the Borough of Oceanport's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or State standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to

affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

B. Funds shall not be expended to reimburse the Borough of Oceanport for past housing activities.

C. At least 30 percent of all development fees collected and interest earned on such fees shall be
used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to very low-income households earning 30 percent or less of the regional median household income by household size for Housing Region 2, in which Oceanport is located.

1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

2) Affordability assistance to households earning 30 percent or less of the regional median household income by household size may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The specific programs to be used for very low income affordability assistance shall be identified and described within the Spending Plan.

3) Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Borough of Oceanport, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. The Borough of Oceanport may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.

E. No more than 20 percent of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

1) In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the 20 percent of collected development fees that may be expended on administration.

2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Court's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the

Court are not eligible uses of the Affordable Housing Trust Fund.

9. Monitoring

The Borough of Oceanport shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Borough), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Borough owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Oceanport's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

10. Ongoing Collection of Fees

A. The ability for the Borough of Oceanport to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its Judgment of Compliance unless the Borough of Oceanport has first filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.

B. If the Borough of Oceanport fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).

C. The Borough of Oceanport shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance, nor shall the Borough of Oceanport retroactively impose a development fee on such a development. The Borough of Oceanport also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance.

APPROVED ON FIRST READING
DATED: January 16, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING
DATED: February 20, 2020

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____DAY OF _____.

JOHN F. COFFEY, II
Mayor

PR-20-12
02-11-20

RESOLUTION OF THE BOROUGH OF OCEANPORT PLANNING BOARD
DETERMINATION OF CONSISTENCY WITH MASTER PLAN
GOVERNING BODY REFERRAL – ORDINANCE #1020
AMENDING CHAPTER 390 "ZONING",
ARTICLE X "DEVELOPMENT FEES"

WHEREAS, the Governing Body has referred to the Planning Board an ordinance amending Chapter 390 "Zoning", Article X entitled "Development Fees" in order to establish standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7).

WHEREAS, the Planning Board has reviewed the Ordinance and finds that same is consistent with the Master Plan as amended February 10, 2020,

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Borough of Oceanport submits to the Governing Body a determination of consistency with the Master Plan for Ordinance #1020 pursuant with N.J.S.A. 40:55D-64.

PR-20-12
02-11-20

This resolution memorializes an action taken at the special meeting of the Oceanport Planning Board held on February 10, 2020 on roll call that evening by the following vote:

Offered by: Mr. Kleiberg Seconded by: Mr. Foster

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	( )	( )	( )	(✓)	( )
Whitson	(✓)	( )	( )	( )	( )
Davis	( )	( )	( )	(✓)	( )
Tyrdik	(✓)	( )	( )	( )	( )
Foster	(✓)	( )	( )	( )	( )
Kleiberg	(✓)	( )	( )	( )	( )
Kahle	( )	( )	( )	(✓)	( )
Savarese	(✓)	( )	( )	( )	( )
Cooper	(✓)	( )	( )	( )	( )
Dailey (Alt. 1)	(✓)	( )	( )	( )	( )
Rue (Alt. 2)	(✓)	( )	( )	( )	( )

This resolution was offered by Councilman Tyrdik, seconded by Mr. Foster, and adopted on roll call by the following vote:

ROLL CALL	YES	NO	ABSTAIN	ABSENT	INELIGIBLE
Widdis	( )	( )	( )	(✓)	( )
Whitson	(✓)	( )	( )	( )	( )
Davis	( )	( )	( )	(✓)	( )
Tyrdik	(✓)	( )	( )	( )	( )
Foster	(✓)	( )	( )	( )	( )
Kleiberg	(✓)	( )	( )	( )	( )
Kahle	( )	( )	( )	(✓)	( )
Savarese	(✓)	( )	( )	( )	( )
Cooper	(✓)	( )	( )	( )	( )
Dailey (Alt. 1)	(✓)	( )	( )	( )	( )
Rue (Alt. 2)	(✓)	( )	( )	( )	( )

I hereby certify that the foregoing Resolution was adopted by the Planning Board of the Borough of Oceanport at its meeting of February 11, 2020.

Jeanne Smith, Secretary

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION

Resolution #2020-86
02/20/20

WHEREAS, the Open Public Meetings Act provides that the Borough Council may go into executive session to discuss matters that may be confidential or listed pursuant to N.J.S.A. 10:4-12; and

WHEREAS, it is recommended by the Borough Attorney that the Borough Council go into executive session to discuss matters set forth hereinafter which are permissible for discussion in executive session.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport that the Council shall go into executive session to discuss the following items:

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

Borough of Oceanport vs. Salnick, Keith

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

I certify that the foregoing Resolution #2020-86 was adopted by the Oceanport Governing Body at the Regular Meeting held February 20, 2020

_____
JEANNE SMITH, RMC
BOROUGH CLERK