



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • FEBRUARY 16, 2023

Regular Meeting

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

I. Call to Order

II. Statement of Compliance with Open Public Meetings Act: This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2022 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.

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

IV. Roll Call

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

VI. Administrators Report

VII. Clerk's Report

1. Maria Gatta Park Fields

VIII. Consent Agenda - All items listed under Consent Agenda, are considered routine by the Borough Council and will be enacted by one motion in the form listed below. There will not be separate discussion of these items.. If discussion is desired, that item will be removed from the Consent Agenda by request of the Council member and considered separately. There will be one motion for all items listed.

1. Resolution authorizing payment of the BILL LIST 02-16-2023
2. Resolution accepting the Tax Collector's Annual Report for 2022
3. Resolution authorizing refund of overpayment - Block 91, Lot 12
4. Resolution authorizing refund of overpayment - Block 135, Lot 15.02
5. Resolution authorizing Bid Award for the Borough's Home Improvement Program
6. Resolution authorizing an exception of Chapter 267 "Noise", TRWRA Main Install
7. Resolution authorizing Intra-County Mutual Aid Assistance Agreements
8. Resolution authorizing the purchase of DPW equipment
9. Resolution granting temporary waiver of Noise Ordinance for The Park Loft
10. Resolution renewing 9-1-1 Shared Services for Dispatch with Monmouth County
11. Approval of Fire Department Membership - Pinto, Jake

IX. Minutes

1. Workshop Minutes, December 1, 2022
2. Regular Meeting Minutes, December 15, 2022
3. Reorganization Meeting Minutes, January 1, 2023
4. Regular Meeting Minutes, January 19, 2023

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF BILL LIST
FOR FEBRUARY 16, 2023**

Resolution

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of February 16, 2023.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$5,190,906.29.

CERTIFICATION OF FUNDS

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

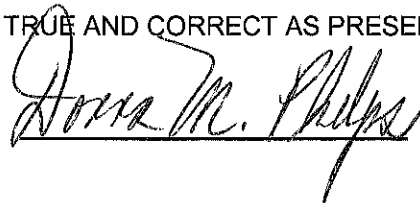


Catherine D. LaPorta, CFO

**BOROUGH OF OCEANPORT
BILL LIST****16-Feb-23**

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$133,981.65 PR #3
DCRP	\$462.17
GRANT FUND	\$23,907.10
CAPITAL TRUST TOTAL	\$0.00
DOG REGISTRY TOTAL	\$752.60
OPEN SPACE TRUST TOTAL	\$85.45
SUI	\$0.00
UCC TRUST	\$531.56
TRUST OTHER TOTAL	\$0.00
ESCROW TRUST TOTAL	\$21,106.60
NON BUDGETARY	\$3,839,590.42
2022 VOUCHERS PAID THIS MEETING	\$24,189.80
2023 VOUCHERS PAID THIS MEETING	\$1,146,298.94
TOTAL	\$5,190,906.29

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



List of Bills - (All Funds)

8.1.b

Vendor	Description	Payment	Check Total
Current Fund			
1658 - AMAZON CAPITAL SERVICES, INC	PO 12703 SUPPLIES - FIRE BUREAU	44.99	
	PO 12783 Office Supplies PD	421.33	
	PO 12836 Metal Detectors for Prisoner holding are	71.97	538.29
1665 - ATLANTIC PLUMBING SUPPLY COPR	PO 12165 REQ	122.81	122.81
1029 - BEATRIZ C CRANEY	PO 12873 INTERPRETING - JAN 2023	100.00	100.00
1846 - BIS DIGITAL, INC	PO 12982 Meeting Room Recording System	1,130.00	1,130.00
1033 - BOB'S UNIFORM SHOP, INC	PO 12944 Uniforms for Peacock	349.40	
	PO 12975 Purchase uniform Equip Grimes	53.50	402.90
1971 - CARRIER CORPORATION	PO 12768 OPD REPAIR FOR UNIT RTU#2, LABOR + TRIP	1,381.50	1,381.50
1161 - CHASE BANK NA	PO 13078 2022 BAN PAYMENT	4,885,192.07	4,885,192.07
1065 - COOPER ELECTRIC SUPPLY CO	PO 12778 GENERATOR PART FOR KOHLER GM71053	124.67	124.67
1910 - DEERE & COMPANY	PO 11257 NJ ESCNJ 18/19-25-CO-OP #65MCESCCPS VIA	10,033.92	10,033.92
2002 - DEPTCOR	PO 12905 BUSINESS CARDS FOR STEVE BRISKEY	42.00	42.00
1446 - DIRECT ENERGY BUSINES	PO 13087 900 MURPHY -	0.49	0.49
1109 - FMERA	PO 13104 BLDG 977 - JAN 2023 - POLICE SEWER	30.00	
	PO 13105 BLDG 977 - 01/03-02/01/23 - POLICE	2,284.74	
	PO 13106 BLDG 901 - JAN 2023 - BORO HALL SEWER	30.00	
	PO 13107 BLDG 901 -01/03-02/01/23 - BORO HALL	1,150.88	
	PO 13108 BLDG 900 - 01/01-31/23 - DPW	458.06	
	PO 13109 RT 537 - 01/01-31/23	273.26	4,226.94
1852 - FOLEY, INC	PO 12927 TRUCK REPAIR	2,938.63	2,938.63
1506 - GRANICUS, LLC	PO 13057 AGENDA & MINUTE SOFTWARE - FEB 2023	415.00	415.00
1889 - GREAT AMERICA FINANCIAL SERVICES	PO 13086 JAN 2023 - MONTHLY RENTAL	159.00	159.00
1133 - GREATLAND CORPORATION	PO 12184 2022 - YEARLI PERFORMANCE SUBSCRIPTION	99.00	99.00
1143 - I.D.M. MEDICAL SUPPLY INC	PO 12961 FAS OXYGEN	57.80	57.80
1153 - JERSEY CENTRAL POWER & LIGHT	PO 13101 200-000-857-007 - 12/17/22-01/18/23	5,234.55	
	PO 13102 MAIN & INTERSECTION - JAN 2023	73.34	5,307.89
2032 - KEVIN MORIARTY	PO 12969 PUBLIC DEFENDER	200.00	200.00
1618 - LCB SERVICES	PO 12815 NOTARY TRAINING	45.00	45.00
1814 - LEAF	PO 13099 OEM COPIER - FEB 2023	82.32	82.32
1219 - MONMOUTH COUNTY POLICE CHIEFS	PO 12916 Monmouth County Chiefs association 2023	150.00	
	PO 12917 County Rapid Deployment force dues	500.00	650.00
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 13045 FD GASOLINE - DEC 2022	596.51	
	PO 13066 FA GASOLINE - DEC 2022	211.27	
	PO 13067 OEM GASOLINE - DEC 2022	70.08	
	PO 13068 PD GASOLINE - DEC 2022	2,652.07	
	PO 13069 DPW- GASOLINE - DEC 2022	3,147.01	6,676.94
1538 - MONMOUTH COUNTY TREASURER	PO 12952 BULK PICK UPDECEMBER	525.40	525.40
1236 - MUNICIPAL CLERKS ASSOC OF NJ	PO 13089 Annual MCANJ Conference	355.00	355.00
1245 - NJ AMERICAN WATER CO	PO 13100 HYDRANT SERVICE - 12/28/22-01/25/23	8,481.60	8,481.60
1251 - NJ NATURAL GAS CO	PO 13058 21 MAIN STREET - 12/14/22-01/17/23	1,003.24	
	PO 13059 315 E. MAIN - 12/14/22-01/17/23	400.31	
	PO 13060 FAS UTILITIES - 12/14/22-01/17/23	1,168.73	
	PO 13061 433 MYRTLE AVE - 12/14/22-01/17/23	975.90	
	PO 13062 920 OCEANPORT WAY - 12/16/22-01/18/23	629.11	
	PO 13063 930 OCEANPORT WAY - 12/16/22-01/18/23	1,367.35	
	PO 13064 910 OCEANPORT WAY - 12/16/22-01/18/23	1,338.71	6,883.35
1253 - NJ STATE ASSOC CHIEFS - POLICE	PO 12946 State Chiefs Association 2023 Dues	275.00	
	PO 13052 Chiefs training class 11-2022	1,000.00	1,275.00
1262 - OCEANPORT FIRST AID SQUAD	PO 13049 ELECTION POLLING LOCATION RENTAL	400.00	400.00
1263 - OCEANPORT HOOK & LADDER	PO 13050 ELECTION POLLING LOCATION RENTAL	400.00	400.00
1865 - PMC ASSOCIATES	PO 12942 FAS RADIO SUPPLIES	504.00	504.00
1286 - PRO JANITORIAL SERVICES, LLC	PO 13103 CLEANING SERVICES - JAN 2023	3,000.00	3,000.00
1315 - SEABOARD WELDING SUPPLY, INC.	PO 12966 RELEASE ORDER PO#12902	982.45	982.45
1998 - SEACOAST CONSTRUCTION INC	PO 13127 TIDAL VALVE INSTALLATION	23,907.10	23,907.10
1324 - SHORE YOUTH LACROSSE	PO 12662 LACROSSE SUPPORT OF ORGANIZATION	750.00	750.00
1326 - SIPS PAINT & HARDWARE	PO 12999 RELEASE ORDER PR #12833 (MISC SUPPLIES)	55.35	
	PO 13000 RELEASE ORDER PO #12833 (SUPPLIES)	101.62	156.97
1337 - SUBURBAN DISPOSAL	PO 13129 DISPOSAL FEE - JAN 2023	24,138.49	
	PO 13130 COLLECTION - FEB 2023	33,000.00	57,138.49

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List of Bills - (All Funds)

8.1.b

Vendor	Description	Payment	Check Total
1849 - TABB INC	PO 13088 BACKGROUND CHECK - NEW EMPLOYEES	56.00	56.00
1346 - THE ARNETTE LAW FIRM LLC	PO 13096 BORO ATTORNEY - JAN 2023	2,441.25	
	PO 13097 BORO ATTORNEY - DEC 2022	2,208.75	4,650.00
1348 - THE HOME DEPOT	PO 13047 RELEASE ORDER - PO #12834	687.31	687.31
1580 - THE TWO RIVER TIMES	PO 13053 Legal Notice - Ordinances	32.55	32.55
1670 - THOMAS COX	PO 12928 MONITOR METER TESTER	35.90	35.90
1357 - TREASURER: COUNTY OF MONMOUTH	PO 12955 2023 County MOCERT-Swat assessment	2,500.00	2,500.00
1883 - US BANK CUST/PC8 FIRST TRUST BANK	PO 12790 REDEMPTION 22-00004 RESOLUTION	186.42	186.42
1387 - VERIZON	PO 13065 POLICE FIOS - 01/24-02/23/23	318.16	318.16
1388 - VERIZON WIRELESS	PO 13098 POLICE WIRELESS - 01/24-02/23/23	686.79	686.79
1559 - Verizon Wireless	PO 13131 UCC/CLERK WIRELESS - 02/02-03/01/23	24.16	24.16
1392 - W.B. MASON CO, INC	PO 12954 SUPPLIES	122.44	122.44
DOG TRUST FUND			
1445 - Monmouth County SPCA	PO 12929 ANIMAL CONTROL SERVICES - DEC 2022	425.00	425.00
1367 - TREASURER:STATE OF NJ HEALTH	PO 13122 JANUARY 2023	327.60	327.60
OPEN SPACE TRUST			
1658 - AMAZON CAPITAL SERVICES, INC	PO 12907 SUPPLIES - OLD WHARF HOUSE	85.45	85.45
UCC Trust			
1658 - AMAZON CAPITAL SERVICES, INC	PO 12852 CONSTRUCTION DEPT SUPPLIES	386.79	386.79
1559 - Verizon Wireless	PO 13131 UCC/CLERK WIRELESS - 02/02-03/01/23	144.77	144.77
DEVELOPERS ESCROW TRUST			
1720 - CGP&H	PO 12986 ADM AGENT FOR AFFORDABLE HOUSING - 11/01	1,531.60	1,531.60
1807 - COLLIERS ENGINEERING & DESIGN	PO 12726 PB Engineering - 552 Caren Franzini Way	1,541.25	
	PO 12727 PB Engineering - 552 Caren Franzini Way	4,202.50	
	PO 13083 PB Engineering - MSA/Saladino	127.50	
	PO 13084 PB Engineering - MARTELLI	770.00	
	PO 13085 PB Engineering - MARTELLI	1,392.50	
	PO 13133 PB Engineering - Oport Partners LLC - PH	650.00	
	PO 13134 PB Engineering - Oport Partners LLC - PH	1,233.75	
	PO 13135 PB Engineering - Somerset-Pulte Lodging	8,280.00	18,197.50
1807 - COLLIERS ENGINEERING & DESIGN	PO 13136 Engineering - Oport Partners LLC - Phase	42.50	
	PO 13137 PB Engineering - 552 Caren Franzini Way	425.00	467.50
1807 - COLLIERS ENGINEERING & DESIGN	PO 13138 PB Engineering - 552 Caren Franzini Way	655.00	655.00
1499 - KEVIN E KENNEDY, ESQ	PO 13082 PB Legal - Sherman	255.00	255.00
TOTAL			5,056,462.47

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	5,010,079.16
01-160-05-000-000	INTERFUND (DUE FROM) SECTION			3,839,404.00	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	662.50			
01-201-20-120-200	MUNICIPAL CLERK OE	1,577.55			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	45.00			
01-201-20-145-200	COLLECTION OF TAXES OE	29.94			
01-201-20-155-200	LEGAL SERVICES OE	2,441.25			
01-201-25-240-200	POLICE OE	4,586.66			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	82.32			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	8,481.60			
01-201-25-260-200	FIRST AID ORGANIZATION OE	1,730.53			
01-201-25-265-209	REPAIRS & MAINTENANCE	2,938.63			
01-201-26-300-271	REPAIRS	687.31			
01-201-26-300-273	SUPPLIES	42.00			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	26,166.67			
01-201-26-306-200	RECYCLING OE	6,833.33			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	3,156.97			

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ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-26-310-252	REPAIRS & EQUIPMENT	982.45			
01-201-27-335-300	WATER WATCH COMMITTEE-OTHER	35.90			
01-201-31-430-201	ELECTRICITY	3,893.68			
01-201-31-430-203	TELEPHONE/INTERNET	342.32			
01-201-31-430-204	WATER/SEWER	60.00			
01-201-31-430-205	NATURAL GAS	5,714.62			
01-201-31-430-207	STREET LIGHTING	5,581.15			
01-201-31-465-200	SANITATION DUMPING FEES	24,138.49			
01-201-43-490-200	MUNICIPAL COURT OE	100.00			
01-201-43-495-200	PUBLIC DEFENDER-OTHER EXPENSE	200.00			
01-201-45-920-200	DEBT SERVICE OE	1,045,788.07			
01-203-20-120-200	(2022) MUNICIPAL CLERK OE		800.00		
01-203-20-130-200	(2022) FINANCIAL ADMINISTRATION OE		99.00		
01-203-20-155-200	(2022) LEGAL SERVICES OE		2,208.75		
01-203-25-240-200	(2022) POLICE OE		1,421.33		
01-203-25-265-400	(2022) FIRE BUREAU OE		44.99		
01-203-26-310-200	(2022) PUBLIC BUILDINGS & GROUNDS OE		11,415.42		
01-203-26-310-252	(2022) REPAIRS & EQUIPMENT		247.48		
01-203-28-371-200	(2022) PARKS AND PLAYGROUNDS OE		750.00		
01-203-31-430-205	(2022) NATURAL GAS		0.49		
01-203-31-430-208	(2022) GASOLINE & OIL		6,676.94		
01-203-31-465-200	(2022) SANITATION DUMPING FEES		525.40		
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			186.42	
TOTALS FOR	Current Fund	1,146,298.94	24,189.80	3,839,590.42	5,010,079.16
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	23,907.10
02-213-40-700-064	AMERICAN RESCUE PLAN FUNDS			23,907.10	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	23,907.10	23,907.10
05-101-00-100-011	CASH - TD			0.00	752.60
05-161-00-500-040	DUE TO STATE OF NJ			327.60	
05-270-00-500-020	RESERVE FOR EXPENDITURES			425.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	752.60	752.60
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	85.45
06-270-00-500-020	RESERVE FOR OPEN SPACE			85.45	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	85.45	85.45
18-101-01-100-101	CASH UCC TRUST			0.00	531.56
18-270-55-600	RESERVE FOR UCC TRUST			531.56	
TOTALS FOR	UCC Trust	0.00	0.00	531.56	531.56
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	21,106.60
61-270-55-600-205	RES.FOR DEV.ESCROW			21,106.60	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	21,106.60	21,106.60

Total to be paid from Fund 01 Current Fund	5,010,079.16
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	23,907.10
Total to be paid from Fund 05 DOG TRUST FUND	752.60
Total to be paid from Fund 06 OPEN SPACE TRUST	85.45
Total to be paid from Fund 18 UCC Trust	531.56
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	21,106.60

	5,056,462.47

8.1.b

8.1.c

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

From 02/01/2023 to 02/28/2023 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
2/08/2023	11257			01-203-26-310-256	JD Z950M ZTRAK DEERE & COMPANY	10,033.92	10,033.92	01-101-01-000-011
2/09/2023	13078			01-201-45-935-214 01-201-45-925-212 01-160-05-000-004	INTEREST ON NOTES PAYMENT OF BAN PRINCIPAL DUE FROM CAPITAL FUND CHASE BANK NA	95,788.07 950,000.00 3,839,404.00	4,885,192.07	01-101-01-000-011
2/10/2023	13130			01-201-26-305-201 01-201-26-306-201	SOLID WASTE 02/23 RECYCLING 02/23 SUBURBAN DISPOSAL	26,166.67 6,833.33	33,000.00	01-101-01-000-011
2/10/2023	13127			02-213-40-700-064	PAYMENT #2 SEACOAST CONSTRUCTION INC	23,907.10	23,907.10	02-160-05-000-001
2/10/2023	13129			01-201-31-465-201 01-201-31-465-201 01-201-31-465-201	DISPOSAL RECYCLING ENHANCEMENT ACT RECYCLING FEE SUBURBAN DISPOSAL	17,004.86 617.61 6,516.02	24,138.49	01-101-01-000-011

FEBRUARY SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011 02-160-05-000-001	CASH OPERATING DUE TO/FROM CURRENT FUND				4,952,364.48 23,907.10
01-160-05-000-004 01-201-26-305-201 01-201-26-306-201 01-201-31-465-201 01-201-45-925-212 01-201-45-935-214 01-203-26-310-256 02-213-40-700-064	DUE FROM GENERAL CAPITAL FUND SANITATION-TRASH REMOVAL OTHER EXPENSES SANITATION DUMPING FEES PAYMENT OF B.A.N. INTEREST ON NOTES (2022) LAWN/GROUNDS MAINTENANCE AMERICAN RESCUE PLAN FUNDS	10,033.92	26,166.67 6,833.33 24,138.49 950,000.00 95,788.07	3,839,404.00	23,907.10
FEBRUARY TOTALS (FOR RANGE):		10,033.92	1,102,926.56	3,863,311.10	4,976,271.58

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011 02-160-05-000-001	CASH OPERATING DUE TO/FROM CURRENT FUND				4,952,364.48 23,907.10
01-160-05-000-004 01-201-26-305-201 01-201-26-306-201 01-201-31-465-201 01-201-45-925-212 01-201-45-935-214 01-203-26-310-256 02-213-40-700-064	DUE FROM GENERAL CAPITAL FUND SANITATION-TRASH REMOVAL OTHER EXPENSES SANITATION DUMPING FEES PAYMENT OF B.A.N. INTEREST ON NOTES (2022) LAWN/GROUNDS MAINTENANCE AMERICAN RESCUE PLAN FUNDS	10,033.92	26,166.67 6,833.33 24,138.49 950,000.00 95,788.07	3,839,404.00	23,907.10
TOTALS (FOR RANGE):		10,033.92	1,102,926.56	3,863,311.10	4,976,271.58

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

Resolution

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Oceanport that the following Collector's Annual Report of Receipts for the Year Ending December 31, 2022, be hereby acknowledged and accepted as submitted.

**TAX COLLECTION OFFICE
FOR THE YEAR ENDING DECEMBER 31, 2022**

Monmouth Alliance-In Lieu of Taxes	\$	4,187.00
Oceanport Assoc-In Lieu of Taxes		90,787.95
KKF University-In Lieu of Taxes		121,279.77
Return Check Fee		120.00
Interest		48,364.06
2023 Taxes Prepaid		333,144.13
2022 Taxes		27,309,396.53
2021 Taxes		230,846.72
Duplicate Bills		5.00
Cost of Advertising (including TWRWA)		589.75
Outside Liens Redeemed		85,651.31
Premium Collected from Tax Sale		
6% Penalty		2,840.44
Due to TRWRA		1,086.33
Total	\$	28,228,298.99

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REFUND FOR OVERPAYMENT FOR BLOCK 91, LOT 12 KNOWN AS 38
BRADLEY AVE**

Resolution

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

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

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

Block 91 Lot 12	
Kelly, Paul G. & Lynn B.	
38 Bradley Ave	
Oceanport, NJ 07757	\$1,982.21

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REFUND FOR OVERPAYMENT FOR BLOCK 135, LOT 15.02 KNOWN AS 22
BRANCH AVE**

Resolution

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

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

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

Block 135 Lot 15.02	
Dentonrex, Tess Anna & Kevin Eugene	
22 Branch Ave	
Oceanport, NJ 07757	\$3,916.10

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AUTHORIZING APPROVAL OF A BID AWARD FOR THE BOROUGH OF OCEANPORT
HOME IMPROVEMENT PROGRAM CASE #OPRT-2202**

Resolution

WHEREAS, the Borough currently has a rehabilitation program titled the Home Improvement Program ("HIP") and the HIP complies with all applicable laws, including but not limited to New Jersey Council on Affordable Housing regulations (N.J.A.C. 5:97-6.2) and Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1); and

WHEREAS, the Borough has retained CGP&H, a professional affordable housing consultant, to administer the HIP; and

WHEREAS, CGP&H's Program Inspector prepared a program scope of work ("Work Scope") for a moderate-income individual who is a Borough resident and seeking to participate in the HIP (Case # OPRT-2202) and the Work Scope Bid was advertised for receipt of bids on December 1, 2022 for a 3-233k bidding process. The Homeowner developed COVID so the bidding time was extended for an additional two weeks for a bid opening of January 5, 2023. Three (3) bids were received and opened; the lowest bid was \$13,160.00. The homeowner meets program eligibility requirements; and

WHEREAS, CGP&H'S Program Inspector reviewed the bids and determined that the lowest contractor bid of \$13,160.00 was a qualified bid within 15% of the cost estimate; and

WHEREAS, CGP&H accordingly seeks to award the job to the lowest contractor bid.

WHEREAS, the residence in this case needs to be brought up to code for the Borough to receive the state rehabilitation credit for Case # OPRT-2202 and the \$13,160.00 construction work, which when completed will bring the residence up to code and provide the Borough with the rehabilitation credit.

NOW, THEREFORE BE IT RESOLVED, by the Mayor & Council, that:

1. The Borough hereby approves the bid package via this Resolution for the reasons set forth in this Resolution and on the record.
2. The Borough hereby awards the attached bid of \$13,160.00 to Four Star Developers, 1301 Corlies Ave, Suite 3E, Neptune, NJ 07753.
3. Upon the execution of this Resolution, the HIP shall continue to process Case # OPRT-2202, including but not limited to, scheduling a construction agreement signing and loan closing, and placing a HIP lien on the residence for a ten-year forgivable loan of \$13,160.00 (contract).

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to:

- Donna M. Phelps, Municipal Housing Liaison
- Catherine D. LaPorta, Chief Financial Officer
- CGP&H
1249 South River Road, Suite 301
Cranbury, NJ 08512-3633

Oceanport Borough Home Improvement Program

BID OPENING TABULATION / CONTRACTOR SELECTION / NOTIFICATION

1/05/2023

Case No. OPRT-2202

Vanessa Marcantuono - 108 Monmouth Blvd., Oceanport, NJ 07757

Bid Opening: Date: 1/05/2023Time: 1:00 p.m.Migdalia Guzman

Attending Staff


 Attending Staff Signature

Bidding Contractor	Phone #	Bids Received	Work Item #s
1. Four Star Developers	732-775-7228	\$13,160.00	1-9
2. A-Plus Construction Inc	973-628-8888	\$17,900.00	1-9
3. Gary Allen LLC	732-693-4699	\$25,600.00	1-9

Program submitted bid proposals on extended bid opening.

We/I, Vanessa Marcantuono, the homeowner(s) of the property referenced above, have reviewed the bids, attached Contractor Award Checklist, and comments (if any) above and have decided to:

☒ Accept the low bid amount of \$ 13,160.00 made by Four Star Developers.

☐ Choose the bid amount of \$ _____ made by _____ with the understanding that we/I will be obligated to pay the difference of \$ _____ by certified check or money order made payable to the contractor. Check must be brought to the preconstruction conference and will be held by the Case Manager to be applied towards the contractor's first request for payment and prior to the release of any HIP monies.

☐ Other:

 Vanessa Marcantuono

 date

Dean Fontenelli
Program Inspector
Cell: (609) 608-2406
Email: dfontenelli@cgph.net



1249 South River Rd. Suite 301
Cranbury, N.J. 08512-3633
Office: 609-664-2769
Fax: 609-664-2786

Oceanport Borough
Home Improvement Program
910 Oceanport Way - PO Box 370
Oceanport, NJ 07757

Homeowner: Vanessa Marcantuono

Property Address:
108 Monmouth Blvd.
Oceanport, NJ 07757

Case#: OPRT-2202

Block: 12 Lot: 4

Inspection Date: 10/25/2022

Report Date: 10/31/2022

Revised Date: 11/31/2022

Bid Sheet

Phone:

Email:

ALTERATIONS TO THIS DOCUMENT OR FAILURE TO TYPE OR PRINT BID PRICES CLEARLY MAY RESULT IN THE REJECTION OF YOUR BID.

Item	BID ITEMS	BID PRICE
1.	ELECTRICAL WORK:	1400 ⁰⁰
2.	FIRE DOOR REPLACEMENT:	1050 ⁰⁰
3.	BAY WINDOW REPLACEMENT:	4920 ⁰⁰
4.	SIDE MASTER BEDROOM CASEMENT WINDOW REPAIR:	4200 ⁰⁰
5.	HALL BATH CASEMENT WINDOW REPLACEMENT:	850 ⁰⁰
6.	BACK LAUNDRY DOOR GLASS REPLACEMENT:	4200 ⁰⁰
7.	HVAC SUPPLY DUCT CLEANING AND SANATIZING:	1600 ⁰⁰
8.	LEAKING DRAINPIPE REPLACEMENT:	1700 ⁰⁰
9.	MISCELLANEOUS:	800 ⁰⁰

		TOTAL:
		\$ 13160 ⁰⁰

*Bid Awarded
1/18/23*

THE CONTRACTOR MUST SUBMIT A COST FOR EACH LINE ITEM IN THE SCOPE OF WORK OR THE BID WILL BE DISQUALIFIED. COSTS LISTED MUST REFLECT ANY ELIGIBLE REBATES.

Print Name & Company:

Kerry Green

Four Star

NJHIC Registration #:

13VH04845600

Signature:

[Signature]

Date:

1/4/23

Phone:

732-775-7228

INCLUDE ALL INFORMATION OR BID WILL BE DISQUALIFIED

Oceanport Borough Home Improvement Program

c/o Community Grants, Planning & Housing ♦ 1249 South River Road, Suite 301 ♦ Cranbury, NJ 08512
Phone (609) 366-9010 ♦ Fax 609-664-2786

AFFIDAVIT OF CONTRACTORDate: 1/4/23

Vanessa Marcantuono
108 Monmouth Blvd.
Oceanport, NJ 07757

State of New Jersey

County of MONMOUTH

KERRY GREEN certifies and says that:
Name of Signatory

1. He/She is CUNEX of FOUR STAR DEVELOPERS
Title **Name of Firm**
1301 COLLIER AVE, SUITE 3E, NEPTUNE, NJ 07753
Address

the CONTRACTOR, and has submitted the attached bid;

2. He/She is fully informed respecting the preparation and contents of the attached and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said CONTRACTOR nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Signatory, has in any way clouded, conspired, convinced or agreed directly or indirectly, with any other contractor, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted, or to refrain from bidding in connection with such work, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other contractor, or to fix any overhead, profit or cost element of the bid price or the bid price of any other contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Borough of Oceanport or any person interested in the proposed work;
5. No members of Borough of Oceanport governing bodies, or other officers of these municipalities, or any person in the employ of these municipalities are directly or indirectly interested in the bid, or in any portion of the profits thereof;

6. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the CONTRACTOR or parties interested, including this Signatory; and
7. In submitting this bid, the CONTRACTOR understands the Basis and procedure for Award of Contract or Rejection of bid, and all bidding contractors will be notified of the results of the bidding within one (1) week of the date the homeowner makes his/her contractor selection. If awarded the contract, the undersigned agrees to execute a Construction Agreement in the prescribed form and furnish the required insurance certification and other documents within ten (10) days after award notification.
8. In submitting this bid, the CONTRACTOR acknowledges that he/she has sufficient workforce and capital to complete the work in a timely manner and fulfill all contractual obligations, taking into consideration the municipality's payment schedule.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this 4TH Day of JANUARY, 2023.

FOUR STAR DEVELOPERS
(Company Name)

By: [Signature]
(Signature)

KERRY GREEN
(Print Name)

Owner
(Title)

SWORN AND SUBSCRIBED before me this 4TH date of JANUARY 2023.

[Signature]
Notary Public

Seal

SANDRA M. VALENTINE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 7, 2025

Commission Expires

Oceanport Borough Home Improvement Program

c/o Community Grants, Planning & Housing ♦ 1249 South River Road, Suite 301 ♦ Cranbury, NJ 08512
Phone (609) 366-9010 ♦ Fax 609-664-2786

Bid Opening Date: 12/22/2022

Case #: OPRT-2202

Vanessa Marcantuono
108 Monmouth Blvd.
Oceanport, NJ 07757

General Contractor submitting this bid:

Four Star Developers

☐ I, the General Contractor, attest that I **do not have** employees working for my company.

☒ I, the General Contractor, attest that I **have** employees working for my company and understand that I must provide proof of Workers Compensation Insurance.

All bidding contractors are required to disclose their subcontractors with the submission of their bid. Please provide the name, address and telephone number of your subcontractors as follows:

Electrical:

Name: SAVACOL Electric

Address: BRICK NJ

Phone: 201-248-3247

Plumbing:

Name: Skulz Plumbing

Address: TINTON FALLS NJ

Phone: 732-493-8533

Siding and roofing:

Name: _____

Address: _____

Phone: _____

Other (including lead):

Name: DACTZ

Address: WALL NJ

Phone: 732-256-9194

Dean Fontenelli
Program Inspector
Cell: (609) 608-2406
Email: dfontenelli@cgph.net



Community Grants, Planning & Housing
Good People. Great Results.®

Professional Cost Estimation & Inspection Services

**1249 South River Rd. Suite 301
Cranbury, N.J. 08512-3633
Office: 609-664-2769
Fax : 609-664-2786**

Oceanport Borough Home Improvement Program 910 Oceanport Way - PO Box 370 Oceanport, NJ 07757	Homeowner: Vanessa Marcantuono		Case#: OPRT-2202	
	Property Address: 108 Monmouth Blvd. Oceanport, NJ 07757		Block: 12	Lot: 4
			Inspection Date: 10/25/2022	
			Report Date: 10/31/2022	
DESCRIPTION OF REPAIRS	Phone:	Email:	Revised Date: 11/30/2022	

FILL IN ALL LINES THAT APPLY TO THIS WORK WRITE-UP. THIS IS STATE LAW.

[illegible]

THIS PRODUCT SPECIFICATION SHEET MUST BE COMPLETED AND TURNED IN WITH BID PACKAGE OR BID WILL BE DISQUALIFIED.

Print Name & Company

Signature _____

Date _____

Dean Fontenelli
Program Inspector
Cell: (609) 608-2406
Email: dfontenelli@cgph.net



1249 South River Rd. Suite 301
Cranbury, N.J. 08512-3633
Office: 609-664-2769
Fax : 609-664-2786

Oceanport Borough	Homeowner: Vanessa Marcantuono	Case#: OPRT-2202
Home Improvement Program	Property Address:	Block: 12 Lot: 4
910 Oceanport Way - PO Box	108 Monmouth Blvd.	Inspection Date: 10/25/2022
370 Oceanport, NJ 07757	Oceanport, NJ 07757	Report Date: 10/31/2022
DESCRIPTION OF REPAIRS	Phone:	Revised Date: 11/30/2022
	Email:	

BIDDER'S PROOF OF JOB SITE VISIT

I certify that the below signed contractor, or his/her representative, did inspect my property to determine a bid for the rehabilitation work on my home in accordance with the work write-up prepared by Community Grants, Planning & Housing.

Applicant WAS NOT AVAILABLE for Final Visit
Applicant's Signature we TALKED on the phone Date

I, the contractor, certify that I have inspected all the work to be done on this property and agree that it is the same work as all items in the work write up prepared by Community Grants, Planning & Housing.

[Signature] 1/4/23
Contractor's Signature Date
Kerry Green Four Star Dwellers
Print Name, Title and Company

Oceanport Borough Home Improvement Program

Case #: OPRT-2202

Address: 108 Monmouth Blvd., Oceanport, NJ 07757

Bid Package Checklist

Contractors must submit the following documents in the bid package to be considered for contractor award or the program has the right to disqualify contractor's bid:

Document	Requirement	Contractor checkoff each below before submit bid	CGP&H Staff review. Findings below.
Bid Sheet	Must: print company name, be signed, include NJHIC#, submit a cost for each line item, costs be typed or printed clearly	✓	✓
Affidavit of Contractor	Contractor to sign and have notarized	✓	✓
Product Specifications Sheet	Fill in all lines that apply to work write-up	✓	✓
List of Subcontractors	Must disclose and list all sub-contractors applicable to your bid	✓	✓
Bidder's proof of Job Site Visit	Must be signed and dated by homeowner and contractor	✓	✓
This Bid Package Checklist	Contractor to checkoff he/she did each of the above items	✓	✓

Contractor Award Checklist

Contractor Name: Four Star Developers
Contractor Status: Active - Recent Bidder
Program: Oceanport Borough Home Improvement Program
Case Number: OPRT-2202
Homeowner Name: Vanessa Marcantuono
Address: 108 Monmouth Blvd., Oceanport, NJ 07757
Housing Rehab Specialist: Migdalia Guzman / **Inspector:** Dean Fontenelli

Task	To Be Performed By	Initials of Staff Member	Verification Completed Date	Effective Through Date	Comments
Contractor Business Registration	HRS	DL	1/19/23	N/A	Business Registration Confirmed
Business Registration lookup: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp					
Home Improvement Contractor (HIC) registration from NJ Dept. of Consumer Affairs	HRS	DL	1/19/23	03/31/2023	
Home Improvement Registration lookup: https://newjersey.mylicense.com/verification/					
Contractor W-9	HRS	DL	1/19/23	N/A	
Contractor Certificate of Insurance for General Liability	HRS	DL	1/19/23	06/25/2023	
Contractor Certificate of Insurance Worker Comp (if applicable)	HRS	DL	1/19/23	07/25/2023	
Applicable Lead Certification (for houses built prior to 1978) (if applicable)	HRS	DL	1/19/23	11/15/2023	
Check sam.gov for federally funded programs to confirm not excluded/debarred	HRS	N/A	N/A	N/A	Program not Federally Funded
Confirm Contractor Current Name and Address	INSP	DL	1/19/23	N/A	Compare Contractor Affidavit to Salesforce Contractor Account.
Contractor math correct on Bid	HRS/INSP	(Mig) DL	1/18/2023 1/19/23	N/A	
Compare pricing to cost estimate and check product spec sheet	INSP	DL	1/19/23	N/A	
Contractor Reference Check	DLRS M. Hynes	DL	1/19/23	N/A	Previously completed
Review of Bids with Homeowner	INSP	DL	1/19/23	N/A	
When applicable, new contractor probationary period	INSP	N/A	N/A	N/A	

Approved:



David Landri
Senior Housing Rehabilitation Specialist

1/19/23
Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FOUR STAR DEVELOPERS LLC

Trade Name:

Address: 1301 RTE 33 STE 3E
NEPTUNE, NJ 07753

Certificate Number: 1700660

Effective Date: March 08, 2012

Date of Issuance: March 20, 2012

For Office Use Only:

20120320113608610

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FOUR STAR DEVELOPERS	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1301 CORLIES AVE., SUITE 3E	Requester's name and address (optional)
6 City, state, and ZIP code NEPTUNE, NJ 07753	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

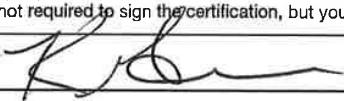
Social security number									
				-					
or									
Employer identification number									
2	0	-	8	7	1	0	4	2	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 12/20/19
-----------	--	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

DOES YOUR HOME NEED REPAIRS?

The Borough of Oceanport invites you to apply to Oceanport's **NEW** **HOME IMPROVEMENT PROGRAM**

If you live in Oceanport, own your home, and your total gross annual household income falls below the income limit for your household size, you may qualify to participate in the program.

You can receive
up to **\$22,000**
in repairs!

- ☒ There is **no cost to apply** and it does not affect your credit score.
- ☒ Funds are provided as a **no interest** (0%) ten-year **forgivable loan**.
- ☒ A **professional inspector** oversees the process.
- ☒ There is **no monthly payment**.

(income limits updated annually)

ELIGIBLE USES OF FUNDS INCLUDE

- Roofs
- Foundations
- Heating
- Electrical
- Windows
- Insulation
- Plumbing
- and more!

Household size	1	2	3	4
Maximum Income	\$61,175	\$69,915	\$78,654	\$87,393
Household size	5	6	7	8
Maximum Income	\$94,385	\$101,376	\$108,368	\$115,359

THE BOROUGH OF
Oceanport
NEW JERSEY



This program is sponsored by
the Borough of Oceanport.

Please submit your pre-application online at
www.HIP.cgph.net by **June 15, 2022** to be included
in the random lottery number drawing to determine
order of applications for available openings.

If you have additional questions,
or if you do not have internet access,
call the Program Representative at (609) 664-2783.

Funding also available for rental properties - Landlords to call for terms.



**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AN EXCEPTION PURSUANT TO CHAPTER 267-4, NOISE EXCEPTIONS FOR
TWO RIVERS WATER RECLAMATION AUTHORITY FOR MAIN INSTALLATION WORK**

Resolution

WHEREAS, the Borough of Oceanport is a member of the Two Rives Water Reclamation Authority which agency has awarded a contract for a public works project for the installation of a main under Oceanport Way within the Borough which is planned to start in Early Spring 2023;

WHEREAS, the Authority has requested relief from the Noise Ordinance that prohibits outdoor construction between 10pm and 8 am in order to commence work at 7:30 am to provide additional time for mobilization due to shorter daylight hours for the time of year; and

WHEREAS, granting the exception pursuant to Chapter 267-4 which states that any public works project is not subject to the prohibitions with prior approval of the Mayor and Council when deemed to be in the public's welfare, safety and for the public good; and

WHEREAS, the Mayor & Council have determined that expansion of the work hours will reduce the overall number of days of construction and imposition on the residents and finds it to be for the public good,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that Two Rivers Water Reclamation Authority and its agents is hereby granted an exception to the Noise Ordinance pursuant with Chapter 267-4 for the duration of work related to their contract for the Oceanport Way sewer main installation and associated improvements.

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING RENEWAL OF
PARTICIPATION IN INTRA-COUNTY MUTUAL AID AND ASSISTANCE AGREEMENTS WITH
PARTICIPATING UNITS IN THE COUNTY OF MONMOUTH**

Resolution

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. Seq., (“Act”) provides that any local governmental unit may enter into a contract with any other local governmental unit to provide or receive any service that each local unit is empowered to provide or receive within its own jurisdiction; and

WHEREAS, mutual aid and assistance agreements between municipalities, counties, law enforcement agencies, police, emergency medical service, fire departments, fire companies, or EMS organizations and fire departments situated in fire districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A: 14-26 and 40A: 14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD-5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (“NIMS”), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act” App.A9-33 et. seq., provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, The Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the “Fire Service Resource Emergency Deployment Act,” N.J.A.C. 52:14E-11 et. seq., commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et. seq.; and

WHEREAS, the Borough Council of the Borough of Oceanport deem it to be in the best interests of the Borough of Oceanport to enter into Mutual Aid and Assistance Agreements with governmental entities throughout Monmouth County and all of their departments, authorities, boards, commissions and other functions under the auspices of each participating governmental entity including but not limited to, law enforcement, public works, emergency medical services, emergency management, human services, hazardous materials response units technical or special operations teams, Community Emergency Response Team (“CERT”) members, Medical Reserve Corps (“MRC”) members or other volunteers and other jurisdictions defined “local governments” in the Homeland Security Act of 2002; and

WHEREAS, N.J.S.A. 40A: 14-26 AND 156.1 et seq. has authorized interjurisdictional mutual aid; and

WHEREAS, the Borough Council of the Borough of Oceanport and the Participating Units recognize the benefit of entering into an Agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, civil unrest, hazardous material, major criminal or emergency events, natural and man-made disaster or catastrophe and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property of each individual jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that the Intra-County Mutual Aid and Assistance Agreements between the Borough of Oceanport and Participating Units be and are hereby accepted.

BE IT FURTHER RESOLVED that the Mayor of the Borough of Oceanport and Coordinator of the Oceanport Office of Emergency Management are authorized to execute the Intra-County Mutual Aid and Assistance Agreements once they have been authorized and executed by each Participating Unit.

BE IT FURTHER RESOLVED that the Coordinator of the Oceanport Office of Emergency Management forward a certified true copy of this resolution to the Monmouth County Sheriff; Office of Emergency Management Coordinator; and all departments within the Borough of Oceanport and the Oceanport Board of Education.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE PURCHASE OF A JOHN DEERE Z950M ZTRAK THROUGH THE
EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE PRICING
SYSTEM**

Resolution

WHEREAS, the Borough of Oceanport is a party to a cooperative purchasing agreement with the Educational Services Commission of New Jersey, a cooperative purchasing program organized pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-10, and

WHEREAS, the Local Public Contracts Law authorizes a municipality to acquire goods and services through a duly formed cooperative purchasing system without advertising for bids, and

WHEREAS, the Borough has need of acquiring a John Deere Z950M ZTrak mower for the Public Works Department, and

WHEREAS, the Educational Services Commission of NJ has awarded a contract to Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Contract #65MCESCCPS, MRESC 18/19-25, extended through 6/29/23) for grounds equipment and the Borough desires to purchase a **John Deere Z950M ZTrak** in the amount of \$10,033.92.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that the purchase of a **John Deere Z950M ZTrak** mower through the Educational Services Commission of NJ (Contract #65MCESCCPS, MRESC 18/19-25, extended through 6/29/23 to Deere & Company) for a total amount not to exceed \$10,033.92 is hereby authorized.

BE IT FURTHER RESOLVED, that the within Resolution shall be subject to the Borough Chief Financial Officer confirming that funds are available for the stated purpose.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in Account #01-203-26-310-256, not to exceed \$10,033.92 for the stated purposes.



Catherine D. LaPorta, CFO


JOHN DEERE
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Central Jersey Equipment LLC
65 New Jersey Hwy 34
Morganville, NJ 07751
732-938-6677
general@centraljerseyequipment.com

Quote Summary
Prepared For:

BOROUGH OF OCEANPORT
910 OCEANPORT WAY
OCEANPORT, NJ 07757
Business: 732-222-8179

Delivering Dealer:

Central Jersey Equipment LLC
Billy Hoffman
65 New Jersey Hwy 34
Morganville, NJ 07751
Phone: 732-938-6677
bhoffman@centraljerseyequipment.com

3% Price increase for sales exceeding \$5,000 paid by Credit Card

Quote ID: 26735437

Created On: 20 May 2022

Last Modified On: 20 May 2022

Expiration Date: 20 June 2022

*The parties acknowledge that this is not a contract until signed by both parties below. This is an estimate only, subject to approval by Management, and subject to approval if appropriate by all financial entities, and does not constitute a contract until signed by both parties.

All deposits are non refundable.

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z950M ZTrak	\$ 12,864.00	\$ 10,033.92 X	1 =	\$ 10,033.92

Contract: NJ Grounds Equip ESCNJ 18/19-25 - Co-op #65MCESCCPS (PG 0F CG 22)

Price Effective Date: May 19, 2022

JOHN DEERE 1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)	\$ 42,639.00	\$ 33,258.42 X	1 =	\$ 33,258.42
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Contract: NJ Grounds Equip ESCNJ 18/19-25 - Co-op #65MCESCCPS (PG 0F CG 22)

Price Effective Date: May 19, 2022

JOHN DEERE 60 Heavy-Duty Rotary Broom (For 1500 TerrainCut, 1400/1500 Series II and Non- Series II Front Mowers)	\$ 5,883.00	\$ 4,588.74 X	1 =	\$ 4,588.74
--	-------------	---------------	-----	-------------

Contract: NJ Grounds Equip ESCNJ 18/19-25 - Co-op #65MCESCCPS (PG 0F CG 22)

Price Effective Date: May 19, 2022

JOHN DEERE 60 In. Heavy-Duty Hydraulic Angling Front Blade	\$ 2,809.65	\$ 2,191.53 X	1 =	\$ 2,191.53
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Contract: NJ Grounds Equip ESCNJ 18/19-25 - Co-op #65MCESCCPS (PG 0F CG 22)

Price Effective Date: May 19, 2022

Salesperson : X _____

Accepted By : X _____

Packet Pg. 30

Confidential



Selling Equipment

Quote Id: 26735437 Customer Name: BOROUGH OF OCEANPORT

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Central Jersey Equipment LLC
65 New Jersey Hwy 34
Morganville, NJ 07751
732-938-6677
general@centraljerseyequipment.com

JOHN DEERE Z950M ZTrak

Hours: Suggested List *
Stock Number: \$ 12,864.00
Contract: NJ Grounds Equip ESCNJ 18/19-25 - Co-op Selling Price *
#65MCESCCPS (PG 0F CG 22) \$ 10,033.92
Price Effective Date: May 19, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0692TC	Z950M Ztrak	1	\$ 11,829.00	22.00	\$ 2,602.38	\$ 9,226.62	\$ 9,226.62
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1037	24x12x12 Pneumatic Turf Tire for 72" Decks	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1506	72 In. Side Discharge Mower Deck	1	\$ 540.00	22.00	\$ 118.80	\$ 421.20	\$ 421.20
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 495.00	22.00	\$ 108.90	\$ 386.10	\$ 386.10
Standard Options Total			\$ 1,035.00		\$ 227.70	\$ 807.30	\$ 807.30
Value Added Services							
Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 12,864.00		\$ 2,830.08	\$ 10,033.92	\$ 10,033.92

JOHN DEERE 1575 TerrainCut with ComfortCab Commercial Front Mower

Equipment Notes: Suggested List *
Hours: \$ 42,639.00
Stock Number: Selling Price *
Contract: NJ Grounds Equip ESCNJ 18/19-25 - Co-op \$ 33,258.42
#65MCESCCPS (PG 0F CG 22)
Price Effective Date: May 19, 2022

* Price per item - includes Fees and Non-contract items

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A TEMPORARY WAIVER FROM CHAPTER 267 "NOISE" OF THE CODE OF
THE BOROUGH OF OCEANPORT FOR THE PARK LOFT FOR THE PURPOSES OF THEIR
NEW YEAR'S EVE EVENT TO BE HELD ON DECEMBER 31, 2023**

Resolution

WHEREAS, The Park Loft, a local event facility, has a special event scheduled to be held at their facility on December 31, 2023 (New Year's Eve) ending at Midnight with exiting of the facility expected to be completed by 1 AM; and

WHEREAS, The Park Loft has requested a waiver from the Borough's Noise Ordinance as the event will produce noise that will extend beyond the hours permitted by ordinance which was discussed at the February 2, 2023 Workshop of the Governing Body; and

WHEREAS, Chapter § 267-1, et. seq., of the Borough Code states:

The making, creation or permitting of any unreasonable, disturbing or unnecessary noise in the Borough of Oceanport is hereby prohibited, especially between the hours of 10:00 p.m. and 8:00 a.m. Consequently, no person shall, between the hours of 10:00 p.m. and 8:00 a.m., permit any noise to emanate from any source or instrument, whether natural or artificial, or use equipment outside a fully enclosed principal dwelling on a property in the Borough of Oceanport such that the noise created thereby is plainly audible at the boundary line of such property. When an officer can hear plainly audible music or other noise beyond the property line of the noise-generating property or can hear plainly audible noise on a complainant's property before 8:00 a.m. and after 10:00 p.m., or any unreasonably, disturbing or unnecessary noise at any other time, there is a violation of this chapter.

WHEREAS, the Governing Body having considered same _____

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport that The Park Loft be granted a limited waiver of the noise ordinance for the purposes of their New Year's Eve event to be held on December 31, 2023 from 5 PM to Midnight with exiting extending until 1 AM January 1, 2024.

BE IT FURTHER RESOLVED, that a copy of this resolution be filed with the Borough Clerk, Code Enforcement Officer, Chief of Police and The Park Loft.

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

Resolution

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, 2022 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 \$117,322.00 annually plus a 2% increase for years 2 and 3 of the agreement for police, fire and EMS dispatch services, 911 calls, information, technology support and maintenance; and

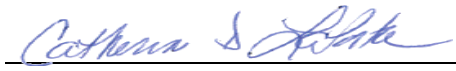
WHEREAS, the annual fee thereafter shall be determined in accordance with the Monmouth County Sheriff's Office shared service proposal provided January 18, 2023; and

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 County of Monmouth through the Monmouth County Sheriff's Office for the provision of Police, fire and EMS emergency dispatch services and 911 calls, information, technology support and maintenance for a three (3) year period beginning Jan. 1, 2023 through Dec. 31, 2025.
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.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:30-14.5(c)4., Multi-year contracts shall be certified and charged to the respective budgets in accordance with the time(s) at which the respective work or services are performed or liability of payment is otherwise incurred. Accordingly, commitments and payments required in excess of the initial 12 months are contingent upon necessary funds being appropriated in future budgets by a subsequent governing body. 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, hereby certify that there are sufficient uncommitted funds in Account #01-201-41-726-202 in the amount of \$117,322.00 subject to the passage of the FY2023 Municipal budget. Amounts for FY2024 and FY2025 are subject to sufficient funds being appropriated in the annual budget for each year of the contract for the above referenced agreement.



Catherine D. LaPorta, CFO

8.10.a

Monmouth County
Board of County Commissioners

THOMAS A. ARNONE
DIRECTOR

SUSAN M. KILEY
DEPUTY DIRECTOR

LILLIAN G. BURRY
NICK DIROCCO
ROSS F. LICITRA



HALL OF RECORDS
ONE EAST MAIN STREET
FREEHOLD, NJ 07728
TELEPHONE: 732-431-7000

January 18, 2022

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.

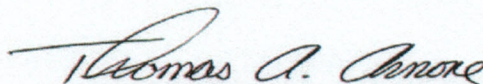
Through this advantageous program, municipalities, school districts, emergency services departments and institutions of higher education have reduced costs and increased efficiencies while continuing to deliver a high quality of services to their residents.

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 for the in-network full 9-1-1 dispatch service. To continue offering the highest level of service, our fees will include a 2% annual increase for the duration of this agreement. Please execute a fully authorized resolution with your council, complete the new agreement, and mail directly to Elizabeth Perez, Shared Services Coordinator, at the following address: One East Main Street, Hall of Records Annex, Freehold, NJ 07728.

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
Commissioner Director, Monmouth County

"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, 2023, or as soon thereafter as the services begin, through December 31, 2025.

3. **Compensation.** The full 2023 fee to be paid by the Municipality shall be \$117,322.00. The annual fee for the 2nd and 3rd years of the Agreement shall be subject to a 2.0% 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 County Commissioners 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:

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

SIGNATURE PAGE TO FOLLOW

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain



POLICE DEPARTMENT

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

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

Monday, January 30, 2023

To: Thomas Gallo, Oceanport Fire Department
Donna Phelps, Oceanport Borough Administrator *Jeanne Smith, Oceanport Borough Clerk*

Reference: Jake Pinto, Fire Department Applicant

Please be advised that the record check of the above applicant for membership in a volunteer organization is complete. Our investigation has led to the following finding:

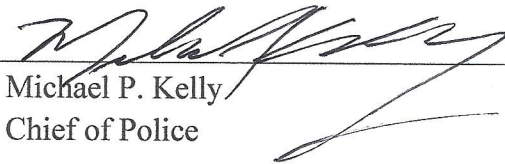
 X

The applicant is suitable for membership.

 The applicant is **NOT** suitable for membership.

If there are any further questions regarding this applicant, please contact my office.

Sincerely,


Michael P. Kelly
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE APPOINTMENT OF KATHERINE LYNCH AS FIELD COORDINATOR**

Resolution

WHEREAS, there is a need to fill the Field Coordinator position to assist the Borough Clerk with field coordination including processing, scheduling and issuance of permits; and

WHEREAS, the Borough Administrator has recommended that the position be filled by Katherine Lynch who has experience in field scheduling, coordination and recreation programs in general and has expressed an interest in the position; and

WHEREAS, the Mayor in agreement has appointed Katherine Lynch as Field Coordinator; and

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

NOW, THEREFORE, BE IT RESOLVED, that Mayor Coffey's appointment of Katherine Lynch as Field Coordinator is hereby confirmed effective February 13, 2023 with compensation in accordance with the salary ordinance set at an annual stipend of \$5,000.

BE IT FURTHER RESOLVED, that a certified true copy of the within Resolution be furnished to the Borough Administrator, the Chief Financial Officer, and the payroll clerk.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING SUBMITTAL OF A GRANT APPLICATION THROUGH THE NJ SUSTAINABLE
JERSEY GRANT PROGRAM**

Resolution

WHEREAS, the Borough of Oceanport desires to apply for and obtain a grant from the Sustainable Jersey Grant Program for a \$20,000 grant to offset the costs of the Community Garden;

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

- 1) the Borough of Oceanport does hereby authorize the Borough Administrator to submit the application for a \$20,000 grant through the Sustainable Jersey Grant program to offset costs of the Community Garden with no Borough contribution requirement.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING CERTIFIED LISTS FOR THE LENGTH OF SERVICE AWARD PROGRAM
(LOSAP) FOR CY 2022**

Resolution

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.S.A. 40A:14-191, the Local Plan Administrator is in receipt of the certified LOSAP lists for 2022 from:

**Hook & Ladder Fire Company
Port Au Peck Chemical Hose Co
Oceanport Volunteer First Aid Squad**

WHEREAS, the Governing Body has reviewed the certified lists 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 respective locations for each organization; 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.



Oceanport Hook & Ladder Fire Company

PO Box # 2 - Oceanport, NJ 07757
21 Main Street - Oceanport, NJ 07757
Phone/Fax (732) 542-6928



OCEANPORTHOOKANDLADDER@GMAIL.COM - WWW.OPHL.ORG

Borough of Oceanport
C/o Jeanne Smith
910 Oceanport Way
Oceanport, NJ 07757

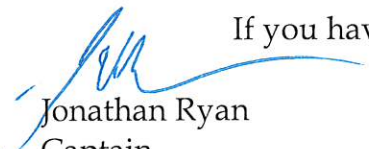
1/11/2023

Jeanne,

Please be advised that the following members of the Oceanport Hook & Ladder Fire Company have made the required number of points to qualify for LOSAP during 2022. Please also find attached the supporting documentation.

Richard Arlt
Angelo Ciaglia
Dave Covert
Tom Crochet
Mike Deponte
Anthony Fragale
Francis Lippolis
Michael Lippolis
Mark Patterson
Michael Patterson
William Reger
Edward Ryan
Jonathan Ryan
Lenny Santos
John Schneider
Anthony Veltri
Joseph Wolf

If you have any questions, please do not hesitate to reach out.


Jonathan Ryan
Captain
OPH&L



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

Jeannie Smith,

This List contains the Members of the Port-au-Peck Fire Company that are eligible for LOSAP for 2022

1. Briskey, Steven
2. Briskey, Stuart
3. Brocklebank, Clarence
4. Brown, Matthew
5. Brown, Paul
6. Carroll, John Jr
7. Carroll, John III
8. Carroll, Ken
9. D'Agostino, Robert
10. Desantis, Alfred
11. Drahos, Dylan- **New Member**
12. Filippone, Frederick
13. Gallo, James Jr
14. Gallo, Richard Jr
15. Gallo, Richard III
16. Gallo, Thomas
17. Kohler, Arno
18. McNish, William
19. McSorely, Patrick
20. Raneri, Domenic
21. Santi, Fredrick
22. Sherman, Wes
23. Shaffery, Patrick
24. Terwilliger, Paul
25. Van Brunt, Paul

Captain James Gallo



Oceanport Volunteer First Aid & Rescue Squad, Inc

2 Pemberton Avenue
Oceanport, NJ 07757
oceanportfas@gmail.com



LOSAP Administrator
910 Oceanport Way
Oceanport, NJ 07757

To Whom It May Concern:

The following Oceanport Volunteer First Aid and Rescue Squad members are Active Members:

- Doris Agaman
- Matt Brown
- Patty Cooper
- Fred Filipone
- Frank Lippolis
- Margaret Lippolis
- Dawn Placer
- Jonathan Ryan

The following Oceanport First Aid & Rescue Squad active members have qualified for LOSAP in 2022:

- Doris Agaman
- Matt Brown
- Patty Cooper
- Fred Filipone
- Frank Lippolis
- Margaret Lippolis
- Dawn Placer
- Jonathan Ryan

Sincerely,

Francis J. Lippolis
LOSAP Officer
Oceanport Vol. First Aid & Rescue Squad

**RESOLUTION OF THE BOROUGH OF OCEANPORT
RESOLUTION AUTHORIZING THE RECYCLING COORDINATOR TO EXECUTE A PAPER
SHREDDING HOSTING AGREEMENT WITH MONMOUTH COUNTY**

Resolution

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

WHEREAS, the County of Monmouth has a Paper Shredding Events Hosting program that the Borough of Oceanport has been accepted for as a host for a 2023 Event; and

WHEREAS, the Borough of Oceanport wishes to accept and enter into the Agreement with the County (Paper Shredding Events Hosting Agreement),

NOW, THEREFORE, BE IT RESOLVED, that the Borough Administrator/Recycling Coordinator is hereby authorized to execute with the County of Monmouth the Paper Shredding Events Hosting Agreement on behalf of the Borough of Oceanport.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Borough Administrator/Recycling Coordinator.

Paper Shredding Events

Hosting Agreement between

Monmouth County and the Borough of Oceanport

During the one-day paper shredding event residents are provided the opportunity to observe their documents being shredded on site. At the conclusion of the event vendor's truck delivers shredded paper to a paper facility where all paper will be recycled. The hosting municipality will receive a report of all tonnage recycled that day.

Host Municipality Responsibilities:

- Arrange for a location that is user friendly and allows traffic to flow.
- Location must be large enough to accommodate **two** paper shred trucks and allow for 25-50 vehicles at any given time.
- Provide local police (or other personnel) to direct traffic.
- Township / Borough to assign four (4) employee(s) / volunteer(s) to oversee the event.
- Township / Borough to provide area for cardboard recycling.
- Township / Borough to provide trash can for plastic bags.
- Township / Borough to provide enough traffic cones for establishing a traffic pattern (approx.10-20).
- Any advertisement prepared should be reviewed by the County.
- Ad must be submitted to the County for review and approval.
- Township / Borough to provide contact name and telephone number for four (4) employee(s) / volunteer(s) scheduled for the event.

Monmouth County Responsibilities:

- Arrange and pay all costs for the services of a mobile on-site paper shredding company.
- Events are scheduled on a Saturday, unless otherwise agreed to, for a four (4) hour period or until the shred truck(s) are filled whichever occurs first.
- Confirm requested date of event with paper contractor.
- Prepare and advertise event on County website.
- Provide prepared flyer to hosting municipality.
- Provide County staff to coordinate / supervise event.

- Provide hosting municipality final weight receipt and certificates of destruction for all paper taken away by shredding truck.

At the conclusion of the event the vendor's truck will deliver shredded paper to a recycling facility (vendor's choice) and will be weighed. A report of the weight will be provided by the vendor to the County. The County will provide a copy to the municipality.

I agree to the terms in this agreement:

Please sign and date.

Municipality

Municipal Officer

Date

Monmouth County Recycling Coordinator

Date

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE LEASE OF COPIER EQUIPMENT FOR MUNICIPAL PURPOSES UNDER
THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT #030321-SEC THROUGH
SHORE BUSINESS SOLUTIONS / LEAF CAPITAL FUNDING**

Resolution

WHEREAS, pursuant to N.J.S.A 52:34-6.2(b)(3) the Borough of Oceanport has authorized the use of Sourcewell Co-Op, previously known as National Joint Powers Alliance or NJPA, pursuant with Resolution #2017-130, to contract with various vendors for goods and services; and

WHEREAS, N.J.S.A 52:34-6(b)(3) permits the award of a contract without the necessity of competitive bidding and N.J.S.A. 40A:11-12 authorizes purchases through State contract without the need for competitive bidding; and

WHEREAS, the Borough has entered lease agreements for copier equipment and needs an additional copier for the Public Works Department that will exceed the quote threshold; and

WHEREAS, Shore Business Solutions/LEAF Capital Funding is an authorized vendor under Sourcewell CO-OP #030321-SEC for the lease agreements including Work Room/Construction for \$5,352.12 annually, OEM for \$987.84 annually and Public Works for \$868.92 annually for a total amount of \$7,208.88; and

WHEREAS, the Chief Financial Officer has certified that funds are available for the purpose stated herein; and

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

1. Authorization is hereby approved for the three copier lease agreements with Shore Business Solutions/LEAF Capital Funding through Sourcewell CO-OP #030321-SEC for a total amount not to exceed \$7,208.88

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be supplied to the Borough Administrator and Chief Financial Officer.

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 funds available in Accounts #01-201-20-100-205, #01-201-25-252-203, #01-201-26-300-285 and #18-270-55-600-201 not to exceed \$7,208.88 for the stated purposes.



Catherine D. LaPorta, CFO

SHORE
 BUSINESS SOLUTIONS

LEASE AGREEMENT

 1720A Crute Street, Moberly, MO 65270
 Phone: 800-662-3759, Fax: 800-426-2636

LESSOR LEGAL NAME: Borough OF Oceanport		Telephone No: 7322228179	
Billing Address: 910 Oceanport Avenue, Oceanport, NJ 07757		Equipment Location (if other than Billing Address): 910 Oceanport Avenue, Oceanport, NJ 07757	
EQUIPMENT DESCRIPTION: (Indicate quantity, new or used and include make, model, serial # and all attachments -- see below and/or attached Schedule A)			
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number
* PLEASE REFER TO SCHEDULE A			
BASE TERM IN MONTHS 60	TOTAL NUMBER OF LEASE PAYMENTS 60 @ \$446.01 (plus taxes)	END OF LEASE PURCHASE OPTION	
		☒ Fair market value, plus taxes ☐ 10% of Equipment cost, plus taxes ☐ \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	
		(a) Advance Payment:	\$0.00
		(b) Security Deposit:	\$0.00
		(c) Documentation Fee:	\$75.00
		Total due a + b + c =	\$75.00

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancelable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.

2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not leave the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. **LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover

our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and no reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. **ARTICLE 1A:** You agree this Lease is a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (208-222) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports and make other credit inquiries that we deem necessary.

13. **CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**

14. **MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSOR: Borough of Oceanport	Print Name: Donna M. Phelps	Title: Administrator
<i>Donna M. Phelps</i>	Email Address: dphelps@oceanportboro.com	Date: 3/25/2021
LESSOR AUTHORIZED SIGNATURE:	Print Name: 21-600096	
PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.		
SIGNED X	Print Name:	E-Mail Address:
Accepted by:	Print Name: Delana Wilson	Date: 4/14/2021
LEAF Capital Funding, LLC By: <i>Delana Wilson</i>		

LRS001 2-7-2019 App-646240



SCHEDULE A TO LEASE AGREEMENT (EQUIPMENT DESCRIPTION)

Lease Application No.: **646240**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 910 Oceanport Avenue, Oceanport, NJ 07757

1	Sharp MX4071	New		MX4071	
1	Sharp MXM3071	New		MXM3071	

LESSEE: Borough Of Oceanport

BY:

Donna M. Phelps
 PRINT NAME: DONNA M. PHELPS
 TITLE: ADMINISTRATOR

TITLE:
 DATE: 3/25/2021

LEAF CAPITAL FUNDING, LLC

BY:

Dulane Wilson
 PRINT NAME:

TITLE:
 DATE: 4/14/2021

SHORE

BUSINESS SOLUTIONS

LEASE AGREEMENT

1720A Crest Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME:

Borough Of Oceanport

Telephone No:

7322228221

Billing Address:

910 Oceanport Avenue, Oceanport, NJ 07757

Equipment Location (if other than Billing Address):

910 Oceanport Way, Oceanport, NJ 07757

EQUIPMENT DESCRIPTION: (Indicate quantity, new or used and include make, model, serial # and all attachments -- see below and/or attached Schedule A)

Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
1	Sharp MX-C303W		MX-C303W	
BASE TERM IN MONTHS 60	TOTAL NUMBER OF LEASE PAYMENTS 60 @ \$232.32 (plus taxes)	END OF LEASE PURCHASE OPTION		
		☒ Fair market value, plus taxes ☐ 10% of Equipment cost, plus taxes ☐ \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)		
		(a) Advance Payment: \$0.00 (b) Security Deposit: \$0.00 (c) Documentation Fee: \$75.00 Total due a + b + c = \$75.00		

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.3% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

11. **ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (509-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

5. **LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

12. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

13. **CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover

14. **MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: Borough Of Oceanport

James M. Phelps
Lessee Authorized Signature

Print Name:

E-Mail Address:

Tax ID Number: 216000561

Title:

Date:

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X

Print Name:

E-Mail Address:

Accepted by:

LEAF Capital Funding, LLC By:

Title:

Date:

1 FAFSA 2.7.2019 Ann-652703

SHORE

BUSINESS SOLUTIONS

CUSTOMER NC
BILLING ADDRESS

BOROUGH OF OCEANPORT

910 OCEANPORT WAY

OCEANPORT, NJ 07757

PHONE 732-222-8221

FAX

E-MAIL DPHELPS@OCEANPORTBORO.COM

1720 Rt. 34, P.O. Box 2428
Farmingdale, NJ 07727
800-822-2505 - 732-280-1333
Fax: 732-280-8268

NEW CUSTOMER
SHIPPING ADDRESS

BOROUGH OF OCEANPORT - OFFICE OF EMERGENCY MGMT

930 OCEANPORT WAY

OCEANPORT, NJ 07757

PHONE 732-804-0520 8022 Cella

FAX

E-MAIL OEM@OCEANPORTBORO.COM

CHECK ONE OF THE FOLLOWING:

EQUIPMENT DELIVERY		EQUIPMENT PICKUP		
☒ PERMANENT	☐ SALES LOANER	☐ PERMANENT		
Qty.	PRODUCT NO.	DESCRIPTION / SERIAL NO.	UNIT PRICE	Total Price
1	MXC303W	SHARP MXC303W 30PPM COLOR 4-IN-1		
1	MX-DS22N	HIGH STAND		
1		SURGE PROTECTOR		
SOURCEWELL CONTRACT# 030321-SEC				
MEMBER ID#27891				
SUBTOTAL				
TAX EXEMPT NUMBER, IF APPLICABLE			DEL'Y/INST.	INCLUDED
REMARKS Pricing includes delivery, installation, training, full set of supplies.			TAX	
			TOTAL	SEE LEASE

Accepted by:
SHORE BUSINESS SOLUTIONS
Chris Wolowitz, Vice President

AUTHORIZED SIGNATURE (Manager)

SALESMAN

DATE

MAURO V. BALDANZA
NAME OF BUYER

Mauro V. Baldanza
AUTHORIZED SIGNATURE

COORDINATOR OEM
TITLE

SHORE

BUSINESS SOLUTIONS

PO Box 2428 Farmingdale, New Jersey 07727
732.280.1333 800.622.2505 732.280.8268(F)

NETWORK SERVICE AGREEMENT **

Start Date

DELIVERY

KINDLY SIGN AND RETURN

customer #

Account Name

BOROUGH OF OCEANPORT - OFFICE OF EMERGENCY MANAGEMENT

Address

930 OCEANPORT WAY C80

City, State, Zip

OCEANPORT

NJ

07757

Phone:

732-222-8221

Fax:

Email Address for Meter Collection :

OEM@OCEANPORTBORO.COM

Email Address for A/P Processing:

KLAPORTA@OCEANPORTBORO.COM

Make

SHARP

Model

MXC303W

Serial #

Equip Id#

Billing Cycle

Annual

XXXX

Quarterly

Base Rate:

295.00

or

80.00 PER QTR

(circle one)

plus NJ State sale tax
per machine

plus NJ State sale tax

Customer Signature

Select One:

Accepted

Declined

SBS Signature:

Initials

Back 2 NW

COVERAGE **

Network Audit and Diagram
 Network Administration Profile and Log Book
 On-site Network Connectivity Support (additional cost for hardware replacement)
 Wireless Installation and Configuration
 Configurations of New Workstations (network, software, and printer setup)
 Printer Administration (scanning, e-mail, and address book configuration and additional entries)
 Remote MFP Diagnostics (toner levels -- meter counts -- potential maintenance issues)
 Desktop Faxing and Fax Forwarding (if applicable)
 Latest Device and Software Updates
 Phone and Remote Access Support
 Annual Network Agreement can be cancelled by either party after 90 days.

Maintenance Agreement renews annually with a 10 % increase unless terms of purchase indicate otherwise

1. Shore Business Solutions (SBS) will furnish network expertise and support during (SBS)'s normal business hours of 8:30AM to 5:00PM Monday through Friday, exclusive of holidays.

2. This PROGRAM does not cover:

- a. Any parts or accessories needed to complete a support request
- b. Any hardware issues on existing equipment connected to network either by ethernet or wireless means
- c. Any supplies needed for connected out put devices

3 Customer agrees to:

- a. Provide suitable electrical service and network infrastructure (wiring).
- b. Provide a Key Operator for customer maintenance, training and communication.

4 This Agreement is non-transferable and non-refundable

5. Shore Business Solutions may withhold service or terminate this Program if the Customer fails to comply with the terms contained within or acquires past-due balances for services rendered of more than forty-five (45) days from date of invoice.

6. Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth specifically in writing herein have been made or have been relied in the making of this agreement.

V1

SHORE

BUSINESS SOLUTIONS

MAINTENANCE CONTRACT **

Start Date
End Date
KINDLY SIGN AND RETURN

DELIVERY
TERM OF LEASE

PO Box 2428 Farmingdale, New Jersey 07727
732.280.1333 800.622.2505 732.280.8268(F)

customer #

Account Name

BOROUGH OF OCEANPORT - OFFICE OF EMERGENCY MANAGEMENT

Address

919 OCEANPORT WAY

830

City, State, Zip

OCEANPORT

NJ

07757

Phone:

732-222-8221

Fax:

Email Address for Meter Collection :

OEM@OCEANPORTBORO.COM

Email Address for A/P Processing:

KLAPORTA@OCEANPORTBORO.COM

Make

SHARP

Model

MXC303W

Serial #

Equip id#

Billing Cycle

Annual

Quarterly

Monthly

X

Base Rate:

PASS THROUGH

Per:

(month, qtr or year)

Usage Allowance Color

250

Mono

1,200

Per MONTH

Per Copy Rate: Color

\$0.05

Mono

\$0.012

Starting Meter: Color

10

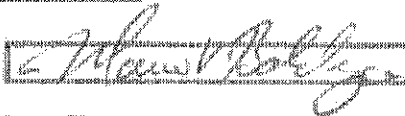
Mono

10

**Maintenance contract includes: Comprehensive on site service and support, including all parts, labor, toner (unless noted) remote diagnostics, phone support and supply delivery. (terms as outlined on back of agreement)

** Excludes paper, staples and network support

Customer Signature



SBS Signature:

Customer Initials



Back 2 MA

This Agreement protects the Customer with respect to the equipment identified by serial number listed on the reverse side against added expense for labor and parts replacement to obtain satisfactory equipment performance

TERMS AND CONDITIONS

1. Shore Business Solutions (SBS) will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the listed serialized equipment during (SBS)'s normal business hours of 8:30AM to 5:00PM Monday through Friday, exclusive of holidays.

2. Customer agrees to pay the per copy billing rate for the metered usage on the machine (b/w and full color). This Agreement will feature a guaranteed cost per page for the first 12 months (unless otherwise specified). Maintenance Agreement renews annually with a 10% increase unless terms of purchase indicate otherwise

This Agreement does not cover:

- a. Service necessitated by malfunction of non-OEM equipment, parts or supplies not authorized by Shore Business Solutions.
- b. Repairs or cleaning necessitated by improper installation of toner
- c. Exterior hardware including doors, covers, cabinets, stands, wheels, exit trays, sheet bypass, paper cassettes, instruction manuals which may become lost or damaged.
- d. Exterior devices such as coin vend or monitoring units
- e. Circuit board failure unless a UL1449 or other Shore Business Solutions approved surge protection device is installed in-line with the listed equipment.
- f. Replacement or repair of any network devices not directly involved with the walk-up copying process i.e. Controllers (internal or external), memory, drivers, harnesses or NIC cards unless specified under a separate Network Services Contract. Nor does it cover installation of software, print drivers, configuration of IP addresses or any other network issues related to this equipment.

Customer agrees to:

- a. Provide suitable electrical service and proper environmental conditions
- b. Provide Shore Business Solutions with meter readings as needed for billing purposes and when placing Toner Orders
- c. Provide a Key Operator for customer maintenance training and communication.
- d. Monitor toner levels and order and install toner as required
- e. customer agrees to allow SBS to install DCA (Micas) for the purpose of automating the capture of device counts and service alerts. The DCA information is limited to: IP address, meter, serial #, location and service alerts that could automatically expedite a service technician limiting device downtime.
- f. SBS will determine the amount of supplies to be shipped based on a customer's print copy volume history
- g. Customer agrees all supplies furnished remain the property of SBS until said supplies are consumed and upon return/ trade in of machine all un-used supplies will be returned to SBS
- 3. This Agreement is non-transferable, non-refundable and becomes void upon the sale or transfer of the equipment.
- 4. Shore Business Solutions may withhold service or terminate this Agreement if the Customer fails to comply with the terms of this Agreement or acquires past-due balances for services rendered of more than forty-five (45) days from date of invoice.
- 5. This Agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or other natural force and any loss -or damage from uncontrolled circumstances.
- 6. Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth specifically in writing herein have been made or have been relied in the making of this Agreement.

SHORE

BUSINESS SOLUTIONS

LEASE AGREEMENT

1720A Crest Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME:

Borough Of Oceanport

Telephone No:

7322228221

Billing Address:

910 Oceanport Avenue, Oceanport, NJ 07757

Equipment Location (if other than Billing Address):

910 Oceanport Way, Oceanport, NJ 07757

EQUIPMENT DESCRIPTION: (Indicate quantity, new or used and include make, model, serial # and all attachments -- see below and/or attached Schedule A)

Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
1	Sharp MX-C303W		MX-C303W	
BASE TERM IN MONTHS 60	TOTAL NUMBER OF LEASE PAYMENTS 60 @ \$232 (plus taxes)	END OF LEASE PURCHASE OPTION ☒ Fair market value, plus taxes ☐ 10% of Equipment cost, plus taxes ☐ \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)		
			(a) Advance Payment:	\$0.00
			(b) Security Deposit:	\$0.00
			(c) Documentation Fee:	\$75.00
			Total due a + b + c =:	\$75.00

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment.

Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.3% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

11. **ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (509-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

5. **LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

12. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

13. **CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover

14. **MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: Borough Of Oceanport

James M. Phelps
Lessee Authorized Signature

Print Name:

E-Mail Address:

Tax ID Number: 216000561

Title:

Date:

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X

Print Name:

E-Mail Address:

Accepted by:

LEAF Capital Funding, LLC By:

Title:

Date:

1 FAFSA 2.7.2019 Ann-652703

SHORE

BUSINESS SOLUTIONS

CUSTOMER NO.
BILLING ADDRESS

BOROUGH OF OCEANPORT

910 OCEANPORT WAY

OCEANPORT, NJ 07757

PHONE 732-222-8221

FAX

E-MAIL DPHELPS@OCEANPORTBORO.COM

1720 Rt. 34, P.O. Box 2428
Farmingdale, NJ 07727
800-822-2505 - 732-280-1333
Fax: 732-280-8268

NEW CUSTOMER
SHIPPING ADDRESS

BOROUGH OF OCEANPORT - OFFICE OF EMERGENCY MGMT

930 OCEANPORT WAY

OCEANPORT, NJ 07757

PHONE 732-804-0520 8022 CEC

FAX

E-MAIL OEM@OCEANPORTBORO.COM

CHECK ONE OF THE FOLLOWING:

EQUIPMENT DELIVERY		EQUIPMENT PICKUP		
☒ PERMANENT ☐ SALES LOANER		☐ PERMANENT		
Qty.	PRODUCT NO.	DESCRIPTION / SERIAL NO.	UNIT PRICE	Total Price
1	MXC303W	SHARP MXC303W 30PPM COLOR 4-IN-1		
1	MX-DS22N	HIGH STAND		
1		SURGE PROTECTOR		
SOURCEWELL CONTRACT# 030321-SEC				
MEMBER ID#27891				
SUBTOTAL				
TAX EXEMPT NUMBER, IF APPLICABLE			DEL'Y/INST.	INCLUDED
REMARKS Pricing includes delivery, installation, training, full set of supplies.			TAX	
			TOTAL	SEE LEASE

Accepted by:
SHORE BUSINESS SOLUTIONS
Chris Wolowitz, Vice President

AUTHORIZED SIGNATURE (Manager)

SALESMAN

DATE

MAURO V. BALDANZA
NAME OF BUYER

Mauro V. Baldanza
AUTHORIZED SIGNATURE

COORDINATOR OEM
TITLE

SHORE

BUSINESS SOLUTIONS

PO Box 2428 Farmingdale, New Jersey 07727
732.280.1333 800.622.2505 732.280.8268(F)

NETWORK SERVICE AGREEMENT **

Start Date

DELIVERY

KINDLY SIGN AND RETURN

customer #

Account Name

BOROUGH OF OCEANPORT - OFFICE OF EMERGENCY MANAGEMENT

Address

930 OCEANPORT WAY C80

City, State, Zip

OCEANPORT

NJ

07757

Phone:

732-222-8221

Fax:

Email Address for Meter Collection :

OEM@OCEANPORTBORO.COM

Email Address for A/P Processing:

KLAPORTA@OCEANPORTBORO.COM

Make

SHARP

Model

MXC303W

Serial #

Equip Id#

Billing Cycle

Annual

XXXX

Quarterly

Base Rate:

295.00

or

80.00 PER QTR

(circle one)

plus NJ State sale tax
per machine

plus NJ State sale tax

Customer Signature

Select One:

Accepted

Declined

SBS Signature:

WOB
Initials

Back 2 NW

COVERAGE **

Network Audit and Diagram
 Network Administration Profile and Log Book
 On-site Network Connectivity Support (additional cost for hardware replacement)
 Wireless Installation and Configuration
 Configurations of New Workstations (network, software, and printer setup)
 Printer Administration (scanning, e-mail, and address book configuration and additional entries)
 Remote MFP Diagnostics (toner levels -- meter counts -- potential maintenance issues)
 Desktop Faxing and Fax Forwarding (if applicable)
 Latest Device and Software Updates
 Phone and Remote Access Support
 Annual Network Agreement can be cancelled by either party after 90 days.

Maintenance Agreement renews annually with a 10 % increase unless terms of purchase indicate otherwise

1. Shore Business Solutions (SBS) will furnish network expertise and support during (SBS)'s normal business hours of 8:30AM to 5:00PM Monday through Friday, exclusive of holidays.

2. This PROGRAM does not cover:

- a. Any parts or accessories needed to complete a support request
- b. Any hardware issues on existing equipment connected to network either by ethernet or wireless means
- c. Any supplies needed for connected out put devices

3 Customer agrees to:

- a. Provide suitable electrical service and network infrastructure (wiring).
- b. Provide a Key Operator for customer maintenance, training and communication.

4 This Agreement is non-transferable and non-refundable

5. Shore Business Solutions may withhold service or terminate this Program if the Customer fails to comply with the terms contained within or acquires past-due balances for services rendered of more than forty-five (45) days from date of invoice.

6. Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth specifically in writing herein have been made or have been relied in the making of this agreement.

V1

SHORE

BUSINESS SOLUTIONS

MAINTENANCE CONTRACT **

Start Date
End Date
KINDLY SIGN AND RETURN

DELIVERY
TERM OF LEASE

PO Box 2428 Farmingdale, New Jersey 07727
732.280.1333 800.622.2505 732.280.8268(F)

customer #

Account Name

BOROUGH OF OCEANPORT - OFFICE OF EMERGENCY MANAGEMENT

Address

919 OCEANPORT WAY

830

City, State, Zip

OCEANPORT

NJ

07757

Phone:

732-222-8221

Fax:

Email Address for Meter Collection :

OEM@OCEANPORTBORO.COM

Email Address for A/P Processing:

KLAPORTA@OCEANPORTBORO.COM

Make

SHARP

Model

MXC303W

Serial #

Equip id#

Billing Cycle

Annual

Quarterly

Monthly

X

Base Rate:

PASS THROUGH

Per:

(month, qtr or year)

Usage Allowance Color

250

Mono

1,200

Per MONTH

Per Copy Rate: Color

\$0.05

Mono

\$0.012

Starting Meter: Color

10

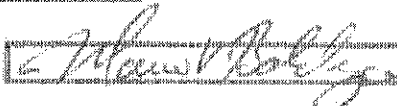
Mono

10

**Maintenance contract includes: Comprehensive on site service and support, including all parts, labor, toner (unless noted) remote diagnostics, phone support and supply delivery. (terms as outlined on back of agreement)

** Excludes paper, staples and network support

Customer Signature



SBS Signature:

Customer Initials



Back 2 MA

This Agreement protects the Customer with respect to the equipment identified by serial number listed on the reverse side against added expense for labor and parts replacement to obtain satisfactory equipment performance

TERMS AND CONDITIONS

1. Shore Business Solutions (SBS) will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the listed serialized equipment during (SBS)'s normal business hours of 8:30AM to 5:00PM Monday through Friday, exclusive of holidays.

2. Customer agrees to pay the per copy billing rate for the metered usage on the machine (b/w and full color). This Agreement will feature a guaranteed cost per page for the first 12 months (unless otherwise specified). Maintenance Agreement renews annually with a 10% increase unless terms of purchase indicate otherwise

This Agreement does not cover:

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- b. Repairs or cleaning necessitated by improper installation of toner
- c. Exterior hardware including doors, covers, cabinets, stands, wheels, exit trays, sheet bypass, paper cassettes, instruction manuals which may become lost or damaged.
- d. Exterior devices such as coin vend or monitoring units
- e. Circuit board failure unless a UL449 or other Shore Business Solutions approved surge protection device is installed in-line with the listed equipment.
- f. Replacement or repair of any network devices not directly involved with the walk-up copying process i.e. Controllers (internal or external), memory, drivers, harnesses or NIC cards unless specified under a separate Network Services Contract. Nor does it cover installation of software, print drivers, configuration of IP addresses or any other network issues related to this equipment.

Customer agrees to:

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- b. Provide Shore Business Solutions with meter readings as needed for billing purposes and when placing Toner Orders
- c. Provide a Key Operator for customer maintenance training and communication.
- d. Monitor toner levels and order and install toner as required
- e. customer agrees to allow SBS to install DCA (Micras) for the purpose of automating the capture of device counts and service alerts. The DCA information is limited to: IP address, meter, serial #, location and service alerts that could automatically expedite a service technician limiting device downtime.
- f. SBS will determine the amount of supplies to be shipped based on a customer's print/copy volume history
- g. Customer agrees all supplies furnished remain the property of SBS until said supplies are consumed and upon return/ trade in of machine all un-used supplies will be returned to SBS
- 3. This Agreement is non-transferable, non-refundable and becomes void upon the sale or transfer of the equipment.
- 4. Shore Business Solutions may withhold service or terminate this Agreement if the Customer fails to comply with the terms of this Agreement or acquires past-due balances for services rendered of more than forty-five (45) days from date of invoice.
- 5. This Agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or other natural force and any loss -or damage from uncontrolled circumstances.
- 6. Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth specifically in writing herein have been made or have been relied in the making of this Agreement.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE MONMOUTH COUNTY MOSQUITO COMMISSION TO CONDUCT AERIAL
MOSQUITO CONTROL OPERATIONS WITHIN THE BOROUGH OF OCEANPORT FOR CY2023**

Resolution

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.

COUNTY OF MONMOUTH

Mosquito Control Division

1901 Wayside Road, Tinton Falls, NJ 07724

Board of County Commissioners

Director

Thomas A. Arnone

Deputy Director

Nick DiRocco

Lillian G. Burry

Susan M. Kiley, *liaison*

Ross F. Licitra



County Administrator

Teri O'Connor

Superintendent

Victoria C. Thompson

victoria.thompson@co.monmouth.nj.us

732-542-3630

fax 732-542-3267

January 20, 2023

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.

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.

For your information, the Mosquito Control Division anticipates resuming the aerial surveillance and treatment program on or about April 1, 2023 and possibly continuing as late as November 30, 2023. 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 Mosquito Control Division conducts adult mosquito control with truck-mounted spray equipment. The Division would only consider aerial mosquito control in developed areas if the public health risk from West Nile virus, Eastern Equine Encephalitis virus or other mosquito-borne disease warrants such action. 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.

Please execute and return an adopted resolution as soon as possible, **preferably before April 1, 2023**. 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 Thompson
Superintendent

Enclosure

COUNTY OF MONMOUTH
Mosquito Control Division
1901 Wayside Road, Tinton Falls, NJ 07724

Board of County Commissioners
Director
Thomas A. Arnone
Deputy Director
Nick DiRocco
Lillian G. Burry
Susan M. Kiley, *Liaison*
Ross F. Licitra



County Administrator
Teri O'Connor

Superintendent
Victoria C. Thompson
victoria.thompson@co.monmouth.nj.us
732-542-3630
fax 732-542-3267

RECEIVED

JAN 23 2023

Borough of Oceanport

January 20, 2023

Dear Municipal Clerk:

Please find enclosed the following items:

1. Annual request for aerial operations within your jurisdiction and sample resolution. Please consider resolution before April, 2023.
2. Mosquito Madness flyer: we are expanding our tire pickup program to all residents in Monmouth County. Please share with residents through your website, social media posts or newsletters.
3. Community Day information: please provide information about community days and any other events where we can share information about mosquitoes, ticks, and our free services.

If you have any questions, please contact me at 732-542-3630, ext. 4222 or victoria.thompson@co.monmouth.nj.us.

Sincerely,

A handwritten signature in cursive script that reads "Vicki Thompson".

Vicki Thompson
Superintendent



Mosquito Madness Tire Pick-up Program



Tires stored outside hold enough rainwater for mosquitoes to grow. One tire can produce more than 10,000 biting mosquitoes.

Help protect your family and friends from mosquitoes by taking part in the 2023 tire pick-up program.

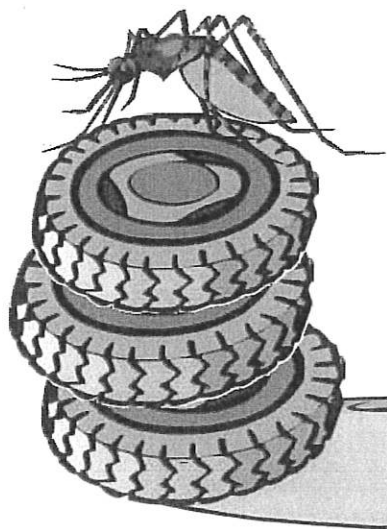
Monmouth County Mosquito Control personnel will come to your property and pick up as many as **10 car tires without rims** – you do not need to bring the tires to the curb!

Call 732-542-3630 to make arrangements TODAY!

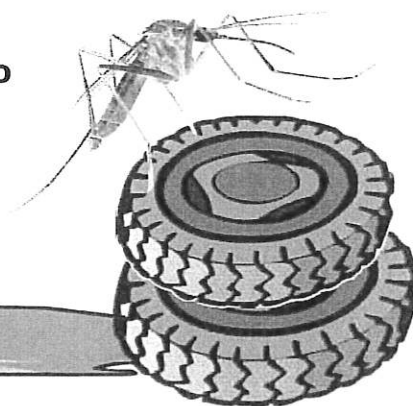
You'll need to provide your name, address, number of tires and the location of the tires on your property.

Tires will be picked up between
Now and March 31, 2023

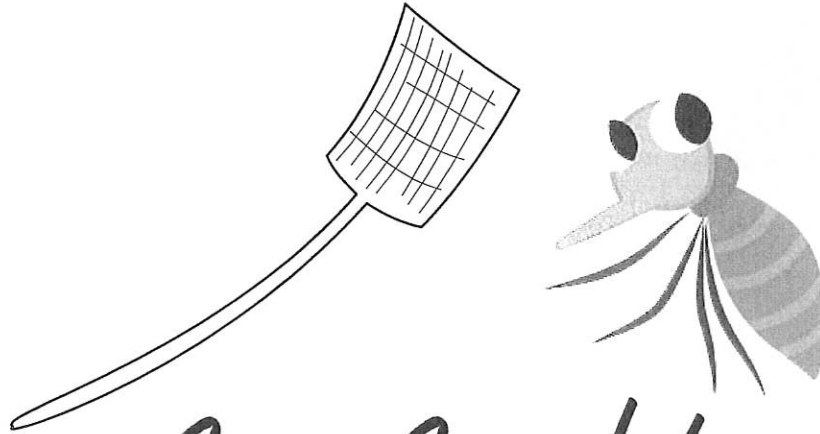
If you have tires you want to keep,
store them inside or securely cover



visitmonmouth.com/mosquito
732-542-3630



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**THE MONMOUTH COUNTY MOSQUITO CONTROL DIVISION STRIVES
TO EDUCATE THE PUBLIC ABOUT TICKS, MOSQUITOES, AND THE
SERVICES WE PROVIDE.**

**PLEASE EMAIL MARISSA.MASCARO@CO.MONMOUTH.NJ.US FOR
MORE INFORMATION AND COORDINATION.**

**ALSO ASK ABOUT OUR BROCHURES THAT ARE CURRENTLY
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Event Form

Please Fill Out Event Details

Contact Name:

Contact Email:

Municipality:

Event:

Date:

Event Time:

Set Up Time:

Address of Event:

Will table and chairs be provided?

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT WITH THE
TOWNSHIP OF JACKSON, COUNTY OF OCEAN FOR USE OF THEIR FACILITIES BY THE
OCEANPORT POLICE DEPARTMENT**

Resolution

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY AMENDING CHAPTER 115 OF THE CODE OF THE BOROUGH OF OCEANPORT, ENTITLED "ALCOHOLIC BEVERAGES" FOR THE INCREASE IN FEES FOR LIQUOR LICENSES

BE IT ORDAINED by the Council of the Borough of Oceanport, in the County of Monmouth, in the State of New Jersey, that Chapter 115, Sections 7 and 8 are hereby amended to increase the renewal fees for plenary retail consumption licenses and plenary retail distribution licenses pursuant with N.J.S.A. 33:1-12 as follows:

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

Article II. Licensing

§ 115-7. Fee for retail consumption license.

The annual license fee for plenary retail consumption licenses shall be and is hereby fixed at ~~\$2,146.00~~ \$2,500.00.

§ 115-8. Fee for retail distribution license.

The annual license fee for plenary retail distribution licenses shall be and is hereby fixed at ~~\$1,286.00~~ \$1,543.00.

BE IT FURTHER ORDAINED that all other terms and provisions of Article II, Chapter 115, Alcoholic Beverages, Licensing 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: February 16, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: February 16, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II

Mayor

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT AMENDING CHAPTER 279 "PARKS & RECREATION AREAS" OF THE CODE OF THE BOROUGH OF OCEANPORT DESIGNATING COMMUNITY CENTER FIELD AS "MICHAEL MACSTUDY FIELD"

WHEREAS, the Governing Body has authorized by Resolution the dedication of Community Center Field as "Michael MacStudy Field"; and

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Oceanport, County of Monmouth and State of New Jersey that the following amendments be made to the Borough Code as follows:

Chapter 279. Parks and Recreation Areas

Article I. General Provisions

§ 279-1. Definitions.

PARK, FIELD, COURT, PLAYGROUND, FACILITY or PARK PROPERTY

- A. Blackberry Bay Park;
- B. Gatta Field;
- C. Somers Park;
- D. Trinity Park;
- E. Old Wharf Place;
- F. ~~Community Center Field;~~ Michael MacStudy Field
- G. Community Center; and
- H. Any other park, reservation, playground, recreation center or any other area in the Borough owned or used by the Borough, and devoted to active or passive recreation.

BE IT FURTHER ORDAINED that all other terms and provisions of Chapter 279 "Parks and Recreation Areas" of the Borough Code shall remain unchanged.

BE IT FURTHER ORDAINED this amending ordinance shall become effective upon due passage and publication according to law.

APPROVED ON FIRST READING

DATED: February 16, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: February 16, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor

ORDINANCE #1066

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY REPEALING AND REPLACING CHAPTER 170, SECTION 3, FEES OF THE CODE OF THE BOROUGH OF OCEANPORT, ENTITLED "CONSTRUCTION CODE, UNIFORM"

WHEREAS, the Construction Official has submitted a recommended fee schedule based on the operating expenses of the agency and any other expenses of the municipality fairly attributable to the enforcement of the State Uniform Construction Code pursuant with Borough Ordinance §170-4(A),

BE IT ORDAINED by the Council of the Borough of Oceanport, in the County of Monmouth, in the State of New Jersey, that Chapter §170, Section 3 "Fees" is hereby repealed and replaced as follows:

New Jersey State permit surcharge fees:

Amount: This fee shall be in the amount of \$0.00334 per cubic foot volume of new buildings and additions. Volume shall be computed in accordance with N.J.A.C. 5:232.28. The fee for all other construction shall be \$1.90 per \$1,000 of value of construction. Minimum fee \$1.00. The above fee is subject to periodic change and exemptions established by the Department of Community Affairs and will be calculated in accordance with NJAC 5:23-4.19 hereafter and as applicable with the regulations.

A. General fees:

1. The fee for plan review shall be due upon completion of subcode review.
2. The fee to be charged for a construction permit will be the sum of the basic construction fee plus all applicable special fees. This fee shall be paid before a permit is issued and proposed work commencing.
3. The fee to be charged for a certificate of occupancy shall be paid before a certificate is issued. This fee shall be in addition to the construction permit.
4. All fees shall be rounded to the nearest dollar.

B. Fees shall be as follows:

1. **Plan review fee:** The fee for plan review shall be 25 percent of the amount to be charged for a construction permit. When prototype plans have been released a plan review fee shall not be collected for permits issued there from and the total permit fee shall be reduced by 25 %. There shall be an additional plan review fee of \$35.00 per hour for review of an amendment or change to any plan that has already been released per subcode having assigned plan review responsibility to perform such a review in conjunction with the regulations and actual submittal. This fee may be waived at the discretion of the Construction Official in the event the work and review are of a minor nature.

2. The **basic construction permit fee** shall be the sum of the parts computed on the basis of the volume or cost of construction, the number of plumbing fixtures and pieces of equipment, the number of electrical fixtures and rating of electrical devices, the number of sprinklers, standpipes and detectors (smoke and heat) at the unit rates and/or the applicable flat fees as provided herein plus any special fees. The minimum fee for a basic construction permit shall be \$95.00 for a single subcode permit. The minimum fee for multiple subcodes per construction permit shall be \$95.00 per subcode.

(a) All fees listed and/or itemized in this fee schedule shall also apply to Mechanical permits required by N.J.A.C :23-3.4(d).

3. **Flat Fees:** when the term "flat fee" is used, the fee for that work shall be as noted in that section regardless of the number of subcodes involved or the minimum permit fees established. Any additional work performed in conjunction with a component that has a flat fee designation shall also be charged the additional fee as noted herein for that particular item in addition to the initial flat fee. Permits issued that include flat fees are subject to the state permit surcharges as noted above.

4. Individual tenant space fit-up: When plans and specifications for individual tenant spaces in multi-tenant spaces or buildings have been submitted and were not part of the original permit application, the fee for permit updates shall be based upon the cost of the work. For electric, fire and plumbing, the fees shall be based upon the equipment installed.

C. Building volume or cost: The fees for new construction or alteration are as follows:

(1) Fees for new construction shall be based upon the volume of the structure. Volume shall be computed in accordance with N.J.A.C. 5:23-2.28. The new construction fee shall be in the amount of \$0.035 per cubic foot of volume for buildings and structures of use group R5 and \$0.040 per cubic foot of volume for all other use groups and buildings. The fee shall be \$0.0008 per cubic foot for structures on farms, including commercial farm building under N.J.A.C. 5:23-3.2 (d), with the maximum fee for such structures on farms not to exceed \$1,145.

(2) Fees for renovations, alterations and repairs or site construction associated with pre-engineered systems of commercial farm buildings, pre-manufactured construction, and the external utility connection for pre-manufactured construction shall be based upon the estimated cost of work. The fee for use group R-5 shall be in the amount of \$30.00 per \$1,000. From \$50,001 to and including \$100,000, the additional fee shall be in the amount of \$26.00 per \$1,000 of estimated cost above \$50,000. Above \$100,000, the additional fee shall be in the amount of \$24.00 per \$1,000 of estimated cost above \$100,000. The fee for all other use groups shall be in the amount of \$35.00 per \$1,000. From \$50,001 to and including \$100,000, the additional fee shall be in the amount of \$31.00 per \$1,000 of estimated cost above \$50,000. Above \$100,000, the additional fee shall be in the amount of \$29.00 per \$1,000 of estimated cost above \$100,000. For the purpose of determining estimated cost, the applicant shall submit to the Agency such cost data as may be available and produced by the architect or engineer of record, or by a recognized estimating firm, or by the contractor. A Bonafede contractor's bid, or contract if available, shall be submitted upon request.

(3) Fee for additions shall be computed on the same basis as for new construction for the added portion.

(4) Fees for combination of renovations and additions shall be computed as the sum of the fees computed separately in accordance with items (2) and (3) above.

(5) The flat fee for a photovoltaic (PV) array installed in any R-5 use group shall be \$225.

(6) The roof repair coverings shall be the fee for all use groups shall be \$35.00 per \$1,000.00 of the estimated cost. In the event the work is of a minor nature type use groups may be calculated at the rate of \$30.00 per \$1,000.00 and a minimum fee of \$75.00.

(7) The repair type vinyl siding and other exterior wall coverings shall be \$175.00 for R-5 type use groups. The fee for all use groups other than R-5 shall be \$35.00 per \$1,000.00 of the estimated cost. In the event the work is of a minor nature and not a total replacement, the fee for R-5 type use groups may be calculated at the rate of \$30.00 per \$1,000.00 and a minimum fee of \$75.00.

(8) The fee charged for a private above-ground swimming pool as defined in the building subcode, in use group R-5 shall be \$125.00. The fee charged for a private in-ground swimming pool as defined in the building subcode, in use group R-5 shall be \$225.00. Additional light fixture \$25. The construction fee for public swimming pools as defined in the building subcode in all other use groups shall be computed and based upon the cubic volume of the structure.

(9) The fee for replacement barriers surrounding and enclosing public or private swimming pools shall be \$75.00.

(10) The fee for storage sheds and similar structures exceeding 200 square feet in area shall be calculated in accordance with N.J.A.C. 5:23-2.28. The fee for all use groups other than R-5 shall be \$35.00 per \$1,000.00 of the estimated cost. The minimum fee for sheds and similar structures that are 200 feet or less in floor area and less than ten- (10) feet in height shall be charged a flat fee of \$75.00 per unit. No permit fee shall be collected for such structures 100 square feet in area or less.

(11) Temporary Structures: the fee shall be \$75.00 per structure that is subject to and regulated by the U.C.C.

(12) Tents: The building subcode fee for regulated tents subject to construction permit and inspection shall be \$100.00 per tent.

(13) The fees for retaining walls shall be as follows:

(a) The fee for new or replacement retaining walls with a surface area greater than 550 square feet that is associated with a Class 3 residential structure shall be \$125.00 and \$75.00 for regulated retaining walls not exceeding 550 square feet.

(b) The fee for retaining walls of any size other than a class 3 residential structure shall be based upon the estimated market value in the amount of \$30.00 per \$1,000.

D. Plumbing fixtures and equipment: the fees shall be as follows:

(1) The fee shall be in the amount of \$25.00 per fixture, piece of equipment or appliance connected to the plumbing system, and for each appliance connected to the gas piping, propane or oil piping system, except as indicated in paragraph (2) below.

(2) The fee shall be \$100.00 per special device and for the following: gas piping, oil piping, chimney liners, grease traps, oil separators, refrigeration units, water services for each 100' or part thereof, sewer services for each 100' or part thereof, active solar systems, septic tank abandonment, sewer pumps and interceptors. The fee for a water heater, installed in new construction shall be \$50.00 for R-5 and \$125.00 for all other use groups per unit. There shall be no fee charged for gas service entrances.

(3) The fee for Backflow Preventers up to ¾" shall be \$25.00 per device. The fee for backflow Preventers over ¾" installed in use group R-5 shall be \$75.00 and \$125.00 for all other use groups.

(4) The annual fee for Backflow Preventers subject to testing shall be \$75.00 per device/test.

(5) The flat fee for replacement water heaters, other than electric, installed in use group R-5 shall be \$95.00 per unit, \$50.00 per unit for multiple units and \$125.00 per unit for all other use groups.

(6) The flat fee for electric replacement water heaters installed in use group R-5 shall be \$95.00 per unit, \$50.00 per unit for multiple units and \$155.00 per unit for all other use groups, \$75.00.

(7) The flat fee for replacement warm air furnaces installed in use other than R-5 shall be \$155.00 per unit, \$50.00 per unit for multiple units and \$175.00 per unit for all other use groups and \$50.00 per unit.

(8) The flat fee for combination replacement warm air furnaces with air conditioning installed in use group R-5 shall be \$265.00 per unit and \$140.00 per unit for multiple units.

(9) The flat fee for replacement water boilers installed in use group R-5 shall be \$95.00 per unit, \$50.00 per unit for multiple units and \$125.00 per unit for all other use groups. The fee for new water boilers installed in use group R-5 shall be \$95.00 per unit and \$175.00 per unit in all other use groups.

(10) When new gas piping is installed in conjunction with the replacement of water heaters, boilers, furnaces and similar devices the fee for the new gas piping as noted above in paragraph 2 and in addition to the flat fee for the device installed. This fee may be waived at the discretion of the Plumbing Subcode Official.

(11) The flat fee for replacement air conditioning units installed in use group R-5 shall be \$125.00 per unit, \$65.00 per unit for multiple units and \$75.00 per unit in all other use groups. The fee for new air conditioning units installed in use group R-5 shall be \$125.00 per unit and \$45.00 per unit in all other use groups.

(12) The fee for replacement or new RTU Heating/Cooling units installed in all use groups other than R-5 shall be \$175.00 per unit for the first five units. The fee for additional units above five units installed per project shall be \$150.00 per unit.

(13) The fee for bottom drains and a vacuum release device for swimming pools in use group R-5 shall be \$75.00 and \$125.00 for all other use groups.

E. Electrical fixtures and devices: the fee shall be as follows:

(1) For the first block consisting of one to 50 receptacles, fixtures or devices, the fee shall be \$75.00; for each additional block consisting of up to 25 receptacles, fixtures or devices, the fee shall be \$35.00. For the purpose of computing this fee, receptacles, fixtures or devices shall include lighting fixtures, wall switches, convenience receptacles, sensors, dimmers, alarm devices, smoke and heat detectors, communications outlets, light-standards eight feet or less in height including luminaries, emergency lights, electric signs, exit lights or electric fixtures and devices rated 20 amperes or less including motors or equipment rated less than one horsepower (hp) or one kilowatt (kw).

(2) For each motor or electrical device rated in horsepower (hp), the fee shall be:

- (A) From one hp up to and including 10 hp \$ 35.00
- (B) Greater than 10 hp up to and including 50 hp \$ 65.00
- (C) Greater than 50 hp up to and including 100 hp \$ 125.00
- (D) Greater than 100 hp \$ 455.00

(3) For each generator, transformer, and all other items measured in kW not specified in this fee schedule, the fee shall be:

- (A) From one kW up to and including 10 kW \$ 25.00
- (B) Greater than 10 kW up to and including 45 kW \$ 75.00
- (C) Greater than 45 kW up to and including 112.5 kW \$ 125.00
- (D) Greater than 112.5 kW \$ 475.00

(4) Air conditioning (new installations).

Use Group R-5, R-4, R-3

Up to 10 KW: \$65.00

Greater than 15 KW: \$75.00

All other Use Groups:

Up to .5 KW: \$75.00

Greater than 10 KW to 50 KW: \$125.00

Greater than 50 KW to 100 KW: \$250.00

Greater than 100 KW: \$575.00

Note: Above fees are inclusive of required disconnecting equipment, but exclusive of optional disconnecting equipment.

(5) The fee charged for electrical work for each permanently installed above-ground, or inground swimming pool as defined in the building subcode, spa, hot tub or fountain shall be charged as follows: The fee for a private residential swimming pool in use group R-5 shall be \$75.00 and only includes a filter/pump/motor, receptacle, timer and bonding. Any other equipment or fixtures installed shall be charged on the basis of number of electrical fixtures and rating of electrical devices involved in accordance with paragraph (1) above.

The fee for all other recreational type swimming pools, spas, hot tubs, fountains etc. in all other use groups shall be \$125.00 and only includes a filter/pump/motor, receptacle, timer and bonding. 5-year bonding \$175.00.

Any other equipment or fixtures installed shall be charged on the basis of number of electrical fixtures and rating of electrical devices involved in accordance with paragraph (1) above.

(6) The fee charged in conjunction with the annual electrical inspection of swimming pools, spas or hot tubs shall be \$125.00 per application.

(7) The fee for a photovoltaic (PV) array installed in any Residential use group other than R-5 shall be as follows:

PV Arrays up 1kw to 10 KW: \$125.00.

PV Arrays greater than 10 KW: \$75.00 for each 10 KW plus \$25.00 for each 1KW or portion thereof over 10 KW.

All other use groups.

PV Arrays up to 50 KW: \$425.00.

PV Arrays greater than 50 KW: \$425.00 for the first 50 KW plus \$45.00 for each 10 KW or portion thereof over 10 KW.

Note: Above fees are inclusive of all disconnects, overcurrent devices, inverters, metering devices, and any other associated equipment.

(8) For installations consisting of multimeter stacks, the fee shall be based on the ampere rating of the service conductors and not upon the number of meters or rating of disconnects on the meter stack. Individual loadside panel boards shall be charged in accordance with paragraph (3), (4) or (5) above. There shall be no additional fee charged for the concurrent installation of individual feeder conductors.

(9) For motors or similar devices requiring concurrent installation of individual controls, relays and switches, the fee shall be based only upon the rating of the motor or device. There shall be no additional fee charged for the concurrent installation of individual circuit components, for example, controllers, starters, and disconnecting means.

(10) For each service equipment, panel board, load center, overhead service entrance conductor, motor starter, motor control center, automatic transfer switch, disconnecting means, and future electric, such as circuits installed for future use or intermittent needs (all bonding and grounding for the above items are included), the fee shall be:

(a) Up to and including 200 amps \$ 110.00

(b) Up to and including 400 amps \$ 155.00

(c) Up to and including 800 amps \$ 325.00

(d) Up to and including 1200 amps \$ 575.00

(e) For each additional 400 amps above 1200 amps add \$ 135.00

The flat fee for service reconnects inspections in response to emergencies or utility request shall be \$75.00 in use group R-5 and \$175.00 in all other use groups.

(11) The fee charged for process equipment shall be based on the ampere rating of the overcurrent device protecting the conductor feeding the process equipment or the cutoff device \$ 15.00each each, sign \$100.00each.

(12) For the purpose of computing these fees, all electrical and communications devices, utilization equipment and motors, which are part of premises wiring, except those, which are portable plug-in type, shall be counted.

(13) For light standards above 8-0' in height (includes first 150 lineal feet of trench), the fee shall be \$25.00 per fixture. Trenches over 150 lineal feet shall be \$40.00 for each additional 150 lineal feet.

(14) The flat fee for hard wired signage mounted on a wall shall be 75.00 for the first sign and \$25.00 for each additional sign installed on the same site. The fee for pylon type signage and similar free-standing structures shall be \$95.00 each and includes the first 150 liner feet of trenching. Trenches over 150 lineal feet shall be \$40.00 for each additional 150 lineal feet.

(15) The fee for each regulated satellite dish installed in use groups other than R-5 shall be \$35.00 each unit.

F. For fire protection and hazardous equipment, sprinklers, standpipes, detectors (smoke/heat/carbon monoxide), pre-engineered suppression system, gas and oil-fired appliances not connected to the plumbing system, kitchen exhaust systems, incinerators and crematoriums, the fee shall be as follows:

- (1) The fee for 20 or fewer sprinkler heads shall be \$75.00. The fee for 21 to and including 50 heads shall be \$ 150.00. The fee for each additional group of 50 or part thereof shall be \$75.00.
- (2) The fee for underground fire suppression water mains shall be \$200.00 per 100'.
- (3) The fee for each individual standpipe shall be \$150.00.
- (4) The fee for each fire pump shall be \$250.00.
- (5) The fee for each pre-action or dry pipe valve including a compressor shall be \$250.00.
- (6) The fee for residential fire sprinklers, installed in a new single-family dwelling, shall be \$225.00.
- (7) The fee for 15 or fewer smoke detectors, heat detectors, CO detectors, manual alarm devices, supervisory devices and visual/audible devices shall be \$75.00. The fee for 16 to 50 devices shall be \$150.00. The fee for each additional group of 50 or part thereof shall be \$75.00.
- (8) The fee for residential smoke, heat and CO detectors 120 Volt System, installed throughout a single-family dwelling, shall be \$125.00.
- (9) The flat fee for a "Household Fire Alarm System," as defined by NFPA 72 (limited Voltage System) and installed in accordance with the residential building code including smoke, heat, CO detectors and all other required devices in use group R-5 shall be \$240.00.
- (10) The fee for fire alarm panels, auxiliary panels, communicator panels, booster panels or other similar control devices other than use group R-5 shall be \$150.00.
- (11) The fee for pre-engineered suppression system shall be \$175.00.
- (12) The fee for Clean Agent suppression systems shall be \$350.00.
- (13) The fee for Commercial exhaust hoods shall be \$175.00.
- (14) The fee for smoke removal systems shall be \$250.00.
- (15) The fee for incinerators and crematoriums shall be \$500.00.
- (16) The fee for any special device shall be \$175.00. (17) The fee for gas appliances, such as stoves, ovens, dryers and fireplaces, installed in Use Group R-5 shall be \$25.00 per appliance and \$40.00 per appliance in all other Use Groups. Oil fired and solid fuel burning appliances, other than furnaces, installed in all Use Groups shall be \$75.00 per appliance. Pool heaters, gas or oil fired, installed in all Use Groups shall be \$75.00 per appliance.
- (18) The fee for furnaces, other than replacements, install in Use Group R-5 shall be \$75.00 per unit and \$125.00 per unit in all other Use Groups.
- (19) The fee for gas or oil-fired generators installed in Use Group R-5 shall be \$75.00 per unit and \$150.00 per unit in all other Use Groups.
- (20) Flat Fee: a storage tank for a gasoline station or similar use, new or replacement, with a maximum of 6 fuel pumps and all associated piping shall be \$500.00. Each additional fuel tank or fuel pump and all associated piping, installed at the same time, shall be \$200.00 per unit. Individual tanks or pumps, new or replacement, with all associated piping shall be \$200.00 per unit. Fuel pump suppression systems shall be \$75.00 per pump.
- (21) The fee for storage tank installations for flammable or combustible liquids shall be:

Tanks up to 500 gallons \$75.00 501 – 1,000 gallons \$150.00

1001 – 5,000 gallons \$225.00

Over 5,000 gallons \$500.00

G. Fees for Certificates and other Permits are as follows:

1. The fee for a demolition permit shall be \$125.00 for any single structure for R5. The fee for a demolition permit shall be \$175.00 for any single structure for other than R5. The fee for an underground or above ground tank abandonment or removal permit shall be \$75.00 for a single tank. Each additional structure or tank demolished abandoned or removed shall be \$25.00 for each additional unit located on the same block and lot.
2. Signage: the fee to construct a pylon sign shall be in the amount of \$4.00 per square foot. The minimum fee shall be \$75.00 per structure. The fee to construct a ground or wall sign shall in the amount of \$3.00 per square foot of surface area of the computed on one side only for double-faced signs and the minimum fee per sign shall be \$75.00 per unit. Exception: no fees shall be collected for signage that is exempt from permitting in accordance with NJAC 5:23-2.14(b)6.
3. The fee for a certificate of occupancy shall be in the amount of 10 percent of the total construction permit fee. The minimum fee shall be \$135.00 for R-5 type use groups and the minimum fee for all other use groups shall be \$175.00 per building. Buildings with multiple certificates of occupancy (such as a shopping center or similar conditions) the fee shall be an additional \$75.00 fee per unit, tenant space or area.
4. The fee for a temporary certificate of occupancy renewal issued in accordance with the regulations shall be \$30.00.
5. The fee for a certificate of occupancy granted pursuant to a change of use group shall be \$175.00.
6. The fee for work with a permit- bulletin 06-1 will be \$150.per sub code.
7. The fee for a certificate of continued occupancy issued under N.J.A.C. 5:23- 2.23(c) shall be \$175.00.
8. The fee for an application for a variation in accordance with N.J.A.C. 5:23-2.10 shall be \$594.00 for class I structures and \$120.00 for class H and class III structures. The fee for resubmission of an application for a variation shall be \$229.00 for class I structures and \$65.00 for class II and class III structures.
9. The fee for a permit for lead hazard abatement work shall be \$125.00.
10. The fee to reinstate suspended or abandoned permits described in NJAC 5:23-2.16(b) shall be ten percent (10%) of the cost of the original permit per outstanding subcode and not less than \$25.00 per outstanding subcode. This fee may be waived at the discretion of the Construction Official. For clarification, an "outstanding subcode" is one in which final inspection and subcode approval has not been obtained and / or documented.

H. Elevator Devices The fees for witnessing acceptance tests and performing inspections on new and altered elevator devices shall be as follows:

1. The basic fees for elevator devices in structures not of Group R-3, R-4, or R-5, or in an exempted structure of Group R-2, shall be as follows:

Traction and winding drum elevators:

(1) One to 10 floors \$ 306.00.

(2) Over 10 floors \$ 510.00.

Hydraulic elevators \$ 272.00;

Roped hydraulic elevators \$ 306.00;

Escalators, moving walks \$ 272.00;

Dumbwaiters \$ 68.00;

Stairway chairlifts inclined and vertical wheelchair lifts and man lifts \$ 68.00.

2. Additional charges for devices equipped with the following features shall be as follows:

Oil buffers (charge per oil buffer) \$ 54.00;

Counterweight governor and safeties \$ 136.00;

Auxiliary power generator \$ 102.00.

3. The fee for elevator devices in structures of Group R-3, R-4, or R-5, or otherwise exempt devices in structures of Group R-2, shall be \$ 204.00. This fee shall be waived when signed statements and supportive inspection and acceptance test reports are filed by an approved qualified agent or agency in accordance with N.J.A.C. 5:23-2.19 and 2.20.

4. The fee for performing inspections of minor work shall be \$ 68.00.

(b) The Departmental fees for routine and periodic tests and inspections for elevator devices in structures not of Group R-3, R-4, or R-5, or otherwise exempt devices in structures of Group R-2, shall be as follows:

1. The fee for the six-month routine inspection of elevator devices shall be as follows:

Traction and winding drum elevators:

(1) One to 10 floors \$ 190.00;

(2) Over 10 floors \$ 244.00;

Hydraulic elevators \$ 136.00;

Roped hydraulic elevators \$ 190.00;

Escalators, moving walks \$ 190.00.

2. The fee for the one-year periodic inspection and witnessing of tests of elevator devices, which shall include a six-month routine inspection, shall be as follows:

Traction and winding drum elevators:

(1) One to 10 floors \$ 272.00;

(2) Over 10 floors \$ 326.00;

Hydraulic elevators \$ 204.00;

Roped hydraulic elevators \$ 272.00;

Escalators, moving walks \$ 436.00;

Dumbwaiters Manlifts, stairway chairlifts, inclined \$ 164.00. and vertical wheelchair lifts \$ 108.00;

3. Additional yearly periodic inspection charges for elevator devices equipped with the following features shall be as follows:

Oil buffers (charge per oil buffer) \$ 54.00;

Counterweight governor and safeties \$ 108.00; Auxiliary power generator \$ 68.00.

4. The fee for the three-year or five-year inspection of elevator devices shall be as follows:

Traction and winding drum elevators:

- (1) One to 10 floors (five-year inspection) \$ 462.00;
- (2) Over 10 floors (five-year inspection) \$ 582.00;

Hydraulic and roped hydraulic elevators:

- (1) Three-year inspection \$ 340.00;
- (2) Five-year inspection \$ 204.00.

(c) The fees set forth in (b) above shall be paid annually in accordance with the following schedule, which is based on the average of the fees to be collected over a five-year period:

1. Basic annual fee as follows:

Traction and winding drum elevators:

- (1) One to 10 floors \$ 504.00;
- (2) Over 10 floors \$ 612.00;

Hydraulic elevators \$ 368.00;

Roped hydraulic elevators \$ 408.00; Escalators, moving walks \$ 626.00;

Dumbwaiters \$ 108.00;

Stairway chairlifts inclined and vertical wheelchair lifts, man lifts \$ 164.00.

2. Additional charges for devices equipped with the following features as follows:

Oil buffers (charge per oil buffer) \$ 54.00;

Counterweight governor and safeties \$ 108.00;

Auxiliary power generator \$ 68.00. 3

3. Annual fee for inspections at seasonal facilities shall be as follows:

Traction and winding drum elevators:

- (1) One to 10 floors \$ 310.00;
- (2) Over 10 floors \$ 364.00;

Hydraulic elevators \$ 232.00;

Roped hydraulic elevators \$ 272.00; Escalators, moving walks \$ 436.00;

Dumbwaiters \$ 108.00;

Stairway chairlifts inclined and vertical wheelchair lifts, man lifts \$ 164.00.

4. Additional charges for devices equipped with the following features as follows:

Oil buffers (charge per oil buffer) \$ 54.00;

Counterweight governor and safeties \$ 108.00;

Auxiliary power generator \$ 68.00.

Registration Fee:

The initial registration fee for each elevator device in any structure that is not of Group R-3, R-4, or R-5, or that is not an exempted structure of Group R-2, shall be \$ 68.00.

A re-registration fee of \$ 68.00 shall be required for each structure containing one or more elevator devices, upon change of ownership.

I. Annual Permits Annual permit requirements are as follows:

a. The fee to be charged for an annual construction permit shall be charged annually. This fee shall be a flat fee based upon the number of maintenance workers who are employed by the facility, and who are primarily engaged in work that is governed by a subcode. Managers, engineers and clericals shall not be considered maintenance workers for the purpose of establishing the annual construction permit fee. Annual permits may be issued for building/fire protection, electrical and plumbing.

ii. Fees for annual permits shall be as follows:

(1) One to 25 workers (including foremen) \$ 667.00/worker; each additional worker over 25, \$ 232.00/worker.

(2) Prior to the issuance of the annual permit, a training registration fee of \$ 140.00 per subcode and a list of not more than three individuals to be trained per subcode shall be submitted by the applicant to the Department of Community Affairs, Bureau of Code Services, Education Unit along with a copy of the construction permit (Form F170). Checks shall be made payable to "Treasurer, State of New Jersey." The Department shall register these individuals and notify them of the courses being offered.

J. Hourly Charges:

The fee for development wide inspection of homes after the certificate of occupancy ordered pursuant to NJAC 5:23-2.35 or otherwise shall be:

1. The hourly charge shall an amount equal to twice the hourly base salary paid to the licensed code official(s) performing the work, or the hourly fees charged to the municipality by a consulting professional contracted to provide such services.

2. The fees, charges, accounting procedures and limits shall be set in accordance with and subjected to NJAC 5:23-4.17(d) 1 – 5.

K. Emergency need of a Subcode \$45 or Construction official \$65

I. Ordinary maintenance and repair:

Any work that is deemed ordinary maintenance or repair pursuant to the regulations and are not subjected to a construction permit shall not be charged.

BE IT FURTHER ORDAINED that all other terms and provisions of Chapter 170, Construction Code, Uniform, Fees 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 19, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: February 16, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II

Mayor

ORDINANCE #1067

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 297 PUBLIC BUILDINGS AND CHAPTER 204 FEES FOR THE USE AND RENTAL OF PUBLIC BUILDINGS

WHEREAS, the Borough has completed renovations of the Old Wharf House, 315 E. Main Street, which is now available for rental by the public; and

WHEREAS, the Borough Administrator performed an analysis of the building's operating expenses including cleanings after weekend rentals and provision of internet access for visitors amongst many and has recommended that the fees for rental of the Old Wharf House be modified to reflect the improvements and services being provided; and

WHEREAS, the Mayor & Council having considered same desires to update and amend the ordinance to reflect removal of the Port Au Peck Firehouse as a public building for rental, establish the resident rate as the rental fee to be charged by employees of the Borough when using public building, modify the rental fee from a flat fee to an hourly rate and establish a security deposit process,

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Oceanport, County of Monmouth and State of New Jersey that the following amendments be made as follows:

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

Chapter 297. Public Buildings

Article I. Rental Regulations

§ 297-2. Building availability and use.

A. A limited number of established buildings are available for use in the Borough of Oceanport. These include the Blackberry Bay Pavilion, and the Old Wharf House ~~and the Port Au Peck Firehouse.~~

D. Parties reserving buildings will be held responsible for the behavior and actions of all parties present at the event. Parties reserving the buildings shall be responsible for any and all damage resulting from the misuse of any Borough of Oceanport buildings or property. All parties must inspect the building and adjacent area for trash, recyclables and other litter at the conclusion of their use and dispose of it properly in the receptacles provided. The Borough of Oceanport reserves the right to bill the group that utilized the building for clean-up of the building and adjacent property if the Borough deems that there was excessive litter left at the ~~athletic~~ facility or adjacent property after use.

H. Borough employees shall be charged at the resident rate.

§ 297-4. Scheduling procedures.

A. Rental of the Old Wharf House shall be subject to availability ~~vacation of the building by the Borough offices,~~ with priority given for the use of the building to the Oceanport Senior Citizens Club.

~~B. Rental of the Port Au Peck Firehouse shall be subject to the availability as determined by the Port Au Peck Chemical Hose Co.~~

Chapter 204. Fees

Article VIII. Public Buildings

§ 204-14. Public building rental fees.

A. The following are established as the fees to be paid for use of a Borough building by a resident or an employee of the Borough of Oceanport:

- (1) Blackberry Bay Pavilion: ~~\$100.~~ \$50./hr.
- (2) Old Wharf House: ~~\$100.~~ \$75./hr.
- (3) ~~Port Au Peck Firehouse:~~ \$100.

B. The following are established as the fees to be paid for use of a Borough building by a nonresident of Oceanport:

- (1) Blackberry Bay Pavilion: ~~\$200.~~ \$75./hr.
- (2) Old Wharf House: ~~\$200.~~ \$100./hr.
- (3) ~~Port Au Peck Firehouse:~~ \$200.

C. All public building rentals shall be subject to a Security Deposit payable to the Borough of Oceanport in the amount of \$300.00 to ensure that the buildings and grounds will be properly utilized and also left in a clean, safe and sanitary condition. A representative of the Borough shall examine the grounds and facilities following use by such individual, group or organization and in the event all rules have been complied with and facility is left in proper condition, the deposit may be returned to the Applicant/Permittee within 45 days. If the rules and/or other conditions have not been complied with the deposit shall be forfeited. In addition, the Borough reserves the right to seek such other remedies and relief as may be appropriate in accordance with applicable law.

BE IT FURTHER ORDAINED that all other terms and provisions of Article I, Chapter 297 Public Buildings and Article VIII, Chapter 204 Fees of the Borough Code shall remain unchanged.

BE IT FURTHER ORDAINED this amending ordinance shall become effective upon due passage and publication according to law.

APPROVED ON FIRST READING

DATED: January 19, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: February 16, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION**

Resolution

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

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

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

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

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

- 1.) The Mayor & Council shall hold a closed meeting from which the public shall be excluded on January 19, 2023.
- 2.) The general nature of the subjects to be discussed at said closed meeting shall be related to

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

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

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