



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • FEBRUARY 3, 2022

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

I. Meeting Called to Order

II. Statement of Compliance with Open Public Meetings Act: This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 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

IV. Roll Call

V. RESOLUTION(S)

#2022-43 Resolution authorizing payment of BILL LIST 02-03-2022

#2022-44 Resolution authorizing waiver of Street Opening Moratorium for 282 E. Main St

#2022-45 Resolution authorizing waiver of Street Opening Moratorium for 10 Bridgewaters Drive

VI. Administrator's Report

VII. Clerk's Report

02/17/2022 Regular Meeting Items

1. Resolution approving Special Event permit for Girl Scouts
2. Resolution approving certified LOSAP lists for 2021
3. Resolution authorizing a contract with Shore BOE for Student Transportation 2021-2022
4. Resolution authorizing renewed agreement 2022-2023 with Sea Bright for Court Facilities
5. Resolution authorizing an Agreement with MCSPCA for Animal Control Services 2022
6. Resolution awarding contract to Sodon Electric for 2022 electrician services
7. Resolution accepting grant and amended terms for the 2021 MC Open Space Grant Program
8. Resolution appointing CGP&H for Affordable Housing Adm Agent Services
9. Resolution appointing Acacia Financial Group as Financial Advisor for 2022
10. Resolution accepting the Tax Collector's Annual Report for 2021
11. Resolution amending appointments for Special Projects Engineers
12. An Ordinance to Increase Fees for Liquor Licenses
13. An Ordinance for Electrical Vehicles
14. Receipt of 2021 Annual Report - Fire Prevention Bureau
15. Regular Meeting Minutes, January 20, 2022

VIII. Discussion Items

1. Authorization for Public Sale of One Plenary Retail Consumption License, Mayor Coffey
2. Planning Board Recommendation - Prohibit Parking on Eastern Terminus of Werah Place, Councilman Tvrdik
3. Land Development Ordinance - Rooming Houses, Councilman Keeshen
4. DEP Funding Opportunity for Stormwater, Flood Reduction Projects, Mayor Coffey
5. Memorial Day Parade Committee, Mayor Coffey
6. Historical Committee Funding, Mayor Coffey

IX. Mayor's Report

X. Petitions from the Public

XI. Adjournment

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF BILL LIST
FOR FEBRUARY 3, 2022**

Resolution #2022-43
02/3/22

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of February 3, 2022.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list dated February 3, 2022 totaling \$3,790,628.71.

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.



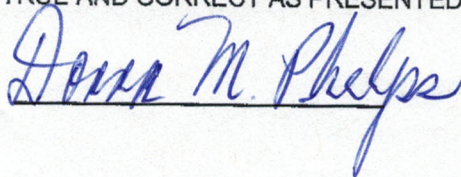
Catherine D. LaPorta, CFO

BOROUGH OF OCEANPORT BILL LIST

3-Feb-22

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$128,655.78 PR #2
DCRP	\$203.48
OCEANPORT BOE - JANUARY TAX REMITTANCE	\$1,052,715.00
SHORE - JANUARY TAX REMITTANCE	\$332,281.00
LEAF	\$82.32
LOWE'S	\$775.35
 CAPITAL TRUST TOTAL	 \$13,772.50
DOG REGISTRY TOTAL	\$625.00
OPEN SPACE TRUST TOTAL	\$3,046.50
SUI	\$0.00
UCC TRUST	\$4,249.26
TRUST OTHER TOTAL	\$0.00
ESCROW TRUST TOTAL	\$13,404.25
NON BUDGETARY	\$2,197,844.59
2021 VOUCHERS PAID THIS MEETING	\$25,012.71
2022 VOUCHERS PAID THIS MEETING	\$17,960.97
TOTAL	\$3,790,628.71

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



List of Bills - (All Funds)

5.1.b

Vendor	Description	Payment	Check Total
Current Fund			
1116 - ASBURY PARK PRESS	PO 10325 Legal Notice - EC	59.64	59.64
1807 - COLLIER ENGINEERING & DESIGN	PO 10297 GENERAL ENGINEERING - DECEMBER 2021	5,250.00	5,250.00
1453 - DONNA PHELPS	PO 10254 MEETINGS DUE TO COVID - 01/20-02/19/22	89.24	89.24
1088 - EDMUNDS & ASSOCIATES INC	PO 10191 2022 TAX SOFTWARE	3,620.45	3,620.45
1436 - Government Purchasing Ass'n of NJ I	PO 10187 LAPORTA - MEMBERSHIP 2022	100.00	100.00
1143 - I.D.M. MEDICAL SUPPLY INC	PO 10156 FAS OXYGEN - DEC 2021	434.12	434.12
1153 - JERSEY CENTRAL POWER & LIGHT	PO 10255 12/02-01/03/22 - 200-000-956-009	551.07	
	PO 10256 12/01-12/29/21 - 200-000-957-015	374.21	925.28
1434 - Jersey Printing Associates, Inc.	PO 10126 FORMS PRINTING	184.00	184.00
1480 - JOHN GUIRE SUPPLY	PO 10082 CASE 521G HOSE	254.84	254.84
1499 - KEVIN E KENNEDY, ESQ	PO 10249 PB - 2021 MEETINGS	500.00	
	PO 10251 PB Legal - General Services	75.00	575.00
1814 - LEAF	PO 10298 COPIERS - FEB 2022	223.01	223.01
1724 - LogMEIN USA, inc.	PO 10319 Go-To-Webinar Services 1/21-2/20/22	199.00	199.00
1686 - MessageWatcher, LLC	PO 10176 Email Archiving	600.00	600.00
1764 - Mike Chambers Oakhurst Electric	PO 8777 ALERT SYSTEM BATTERY INSTALL	405.00	
	PO 9531 INSPECT BORO ALERT SYS POLES	270.00	675.00
1219 - MONMOUTH COUNTY POLICE CHIEFS	PO 10208 2022 County RDF Assessment fee	500.00	
	PO 10209 2022 Monmouth County Chiefs Assoc Dues	150.00	650.00
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 10149 GASOLINE - NOV FD	272.22	
	PO 10150 DPW- GASOLINE NOV 2021	2,840.83	
	PO 10151 PD GASOLINE NOV 2021	2,138.00	
	PO 10152 OEM GASOLINE NOV 2021	69.41	
	PO 10153 FA GASOLINE NOV 2021	259.72	5,580.18
1228 - MONMOUTH COUNTY TREASURER	PO 10002 SHREWSBURY FLOOD WARNING SYS SERV 2020 -	1,500.00	1,500.00
1222 - MONMOUTH COUNTY TREASURER	PO 10222 2022 1ST QUARTER COUNTY HEALTH TAXES DUE	16,556.59	
	PO 10223 2022 1ST QUARTER COUNTY OPEN SPACE TAXES	97,206.89	
	PO 10224 2022 1ST QUARTER COUNTY TAXES DUE	807,984.82	
	PO 10268 2022 1ST QUARTER COUNTY LIBRARY TAXES DU	60,651.23	982,399.53
1226 - MONMOUTH COUNTY TREASURER	PO 10225 ADDED & OMITTED HEALTHTAX 2021	730.02	
	PO 10226 ADDED & OMITTED LIBRARY TAX 2021	2,482.07	
	PO 10227 ADDED & OMITTED COUNTY TAX 2021	33,614.14	
	PO 10228 ADDED & OMITTED OPEN SPACE TAX 2021	4,079.83	40,906.06
1427 - MUNICIPAL SOFTWARE, INC	PO 10192 FINANCE SOFTWARE SUPPORT FOR 2022	4,788.00	4,788.00
1241 - NAPA AUTO PARTS (#15456)	PO 10241 CHIEF TRUCK	57.47	57.47
1568 - NFIP DIRECT SERVICING AGENT	PO 10302 OCEANPORT FIRST AID - FLOOD INSURANCE 20	4,413.00	4,413.00
1245 - NJ AMERICAN WATER CO	PO 10284 OLD WHARF- 12/10-01/11/22	52.37	
	PO 10285 LIBRARY - 12/10-01/11/22	20.94	
	PO 10287 OLD WHARF #2- 12/10-01/11/22	20.94	
	PO 10288 PORT AU PECK FIRE HOUSE - 12/10-01/11/22	174.85	
	PO 10289 CHARLES PARK - 12/10-01/11/22	20.94	
	PO 10290 BLACKBERRY BAY - 12/10-01/11/22	52.37	
	PO 10291 MUNICIPAL COMPLEX #1 -12/1-/01/11/22	182.16	
	PO 10292 OLD WHARF #2- 12/10-01/11/22	20.94	545.51
1245 - NJ AMERICAN WATER CO	PO 10299 OLD WHARF #1 - 12/10-01/11/22	167.54	
	PO 10300 FIRE SERVICE- 12/10-01/11/22	185.70	353.24
1245 - NJ AMERICAN WATER CO	PO 10301 MUNICIPAL COMPLEX #2 - 12/10-01/11/22	189.48	189.48
1251 - NJ NATURAL GAS CO	PO 10304 LIBRARY - 12/13-01/13/22	204.29	204.29
1261 - OCEANPORT BOARD OF EDUCATION	PO 10229 FEBRUARY 2022 TAX REMITTANCE	859,084.00	859,084.00
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 10278 AFFORDABLE HOUSING - DEC 2021	573.50	573.50
1284 - POWERHOUSE SIGNWORKS	PO 10050 Letter signboard & traffic trailer	950.00	950.00
1531 - SELEX ES INC	PO 9324 Remove License Plate Reader from old Pat	1,250.00	1,250.00
1323 - SHORE REGIONAL HIGH SCHOOL	PO 10231 FEBRUARY 2022 TAX REMITTANCE	310,727.00	310,727.00
1325 - SHREWSBURY AUTO PARTS	PO 10245 DPW SUPPLIES	324.27	324.27
1842 - STEVEN BRISKEY	PO 10320 REIMBURSEMENT FOR JERSEY AUTO SPA	46.69	46.69
1335 - STORR TRACTOR COMPANY, INC	PO 9887 VENTRAC ATTACHMENT SNOW BLADE	1,900.80	1,900.80
1412 - STRYKER FLEX FINANCIAL	PO 10009 FAS EQUIPMENT	445.84	445.84
1348 - THE HOME DEPOT	PO 10246 DPW SUPPLIES	213.36	213.36
1580 - THE TWO RIVER TIMES	PO 9730 LEGAL NOTICES - Ordinances	41.85	41.85
1797 - TIMOTHY GRIFFIN	PO 10263 REIMBURSEMENT	42.99	42.99

Packet Pg. 5

List of Bills - (All Funds)

5.1.b

Vendor	Description	Payment	Check Total
1369 - TRIUS, INC	PO 4984 SNOW PLOW FOR NEW LOADER	4,728.00	4,728.00
1373 - TWO RIVER WATER RECLAMATION	PO 10279 OLD WHARF HOUSE	90.00	
	PO 10280 BLACKBERRY BAY	90.00	
	PO 10281 PORT AU PECK FIRE HOUSE	90.00	
	PO 10282 LIBRARY	90.00	360.00
1383 - V&B AUTO REPAIR LLC	PO 10173 OEM VEHICLE REPAIRS	468.93	468.93
1387 - VERIZON	PO 10257 01/12-02/11/22 - 910 OCEANPORT WAY FIRE	107.45	
	PO 10258 01/13-02/12/22 - 910 OCEANPORT WAY INTER	139.00	
	PO 10264 OLD WHARF HOUSE FIRE MONITORING - 01/08-	88.77	
	PO 10323 LIBRARY PHONE - 01/07-02/06/22	259.34	594.56
1392 - W.B. MASON CO, INC	PO 9528 SUPPLIES FOR PD & FINANCE	650.99	
	PO 9833 SUPPLIES FOR OFFICE	191.48	
	PO 9985 OEM SUPPLIES	699.75	
	PO 9986 DPW SUPPLIES	52.78	
	PO 10036 SUPPLIES - OEM	286.22	
	PO 10037 SUPPLIES FOR PD	622.52	
	PO 10038 SUPPLIES	95.48	2,599.22
1392 - W.B. MASON CO, INC	PO 10121 FINANCE SUPPLIES	42.40	42.40
1530 - ZOLL MEDICAL CORP	PO 9445 BATTERY	1,648.52	1,648.52
Capital Fund			
1002 - ACACIA FINANCIAL GROUP, INC	PO 10105 FINANCIAL ADVISORY - BOND SERIED 2021B	8,500.00	8,500.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 10293 2020 ROAD PROGRAM	3,227.50	
	PO 10296 ENGINEERING 2021 ROAD PROGRAM	2,045.00	5,272.50
DOG TRUST FUND			
1079 - DR. FRANCISCO VELAZQUEZ	PO 10238 RABIES CLINIC 2022	200.00	200.00
1445 - Monmouth County SPCA	PO 10148 DEC 2021 - ANIMAL CONTROL SERVICES	425.00	425.00
OPEN SPACE TRUST			
1807 - COLLIERS ENGINEERING & DESIGN	PO 10294 COMMUNITY CENTER IMPROVEMENTS	1,362.50	1,362.50
1868 - GEESE PATROL	PO 10142 NOVEMBER SERVICES	1,000.00	1,000.00
1434 - Jersey Printing Associates, Inc.	PO 10126 FORMS PRINTING	684.00	684.00
UCC Trust			
1814 - LEAF	PO 10298 COPIERS - FEB 2022	223.00	223.00
1361 - TREASURER: STATE OF NJ	PO 10283 STATE TRAINING FEE - 4QT QUARTER 2021	3,264.00	3,264.00
1392 - W.B. MASON CO, INC	PO 9776 CONSTRUCTION SUPPLIES	725.32	
	PO 9833 SUPPLIES FOR OFFICE	36.94	762.26
DEVELOPERS ESCROW TRUST			
1807 - COLLIERS ENGINEERING & DESIGN	PO 10272 PB Engineering - MARTELLI	1,350.00	
	PO 10273 PB Engineering - MARTELLI	382.50	
	PO 10274 PB Engineering - 552 Caren Franzini Way	255.00	
	PO 10275 PB Engineering - TETHERVIEW	5,920.00	
	PO 10295 CO INSPECTION - CATALOG #7764520001	125.00	
	PO 10310 PB Legal - McGeddy	85.00	
	PO 10311 PB Engineering - West End-KB	467.50	
	PO 10312 PB Engineering - Schmidt	510.00	9,095.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 10313 PB Engineering - Barker's Circle	255.00	
	PO 10317 PB Engineering - Veltri	382.50	637.50
1499 - KEVIN E KENNEDY, ESQ	PO 10248 PB Legal - Oport Partners LLC - Phase II	1,410.00	
	PO 10252 PB Legal - McGeddy	405.00	
	PO 10314 PB Legal - Barker's Circle	45.00	
	PO 10316 PB Legal - Veltri	375.00	2,235.00
1922 - MICHAEL DAILEY	PO 10269 REFUND DEVELOPERS ESCROW	27.25	27.25
1924 - SANTO SICILIANO	PO 10307 REFUND ESCROW	1,000.00	1,000.00
1340 - T&M ASSOCIATES	PO 10271 RPM NORTH POST	409.50	409.50
TOTAL			2,275,915.78

List of Bills - (All Funds)

5.1.b

Vendor

Description

Payment

Check Total

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	2,240,818.27
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	312.25			
01-201-20-120-200	MUNICIPAL CLERK OE	659.64			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	4,888.00			
01-201-20-145-200	COLLECTION OF TAXES OE	3,620.45			
01-201-25-240-200	POLICE OE	650.00			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	468.93			
01-201-25-260-200	FIRST AID ORGANIZATION OE	4,413.00			
01-201-25-265-209	REPAIRS & MAINTENANCE	57.47			
01-201-25-265-400	FIRE BUREAU OE	42.99			
01-201-26-300-271	REPAIRS	180.08			
01-201-26-300-273	SUPPLIES	215.88			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	188.36			
01-201-31-430-203	TELEPHONE/INTERNET	594.56			
01-201-31-430-204	WATER/SEWER	1,266.07			
01-201-31-430-205	NATURAL GAS	204.29			
01-201-46-870-200	COVID 19	199.00			
01-203-20-100-200	(2021) ADMINISTRATIVE & EXECUTIVE OE		89.68		
01-203-20-120-200	(2021) MUNICIPAL CLERK OE		262.52		
01-203-20-130-200	(2021) FINANCIAL ADMINISTRATION OE		189.20		
01-203-20-155-200	(2021) LEGAL SERVICES OE		573.50		
01-203-20-165-200	(2021) BOROUGH ENGINEER OE		5,250.00		
01-203-21-180-200	(2021) PLANNING BOARD OE		575.00		
01-203-25-240-200	(2021) POLICE OE		3,446.90		
01-203-25-252-200	(2021) EMERGENCY MANAGEMENT OE		3,160.97		
01-203-25-260-200	(2021) FIRST AID ORGANIZATION OE		2,528.48		
01-203-26-300-200	(2021) STREETS & ROADS OTHER EXPENSES		1,900.80		
01-203-26-300-271	(2021) REPAIRS		254.84		
01-203-26-300-273	(2021) SUPPLIES		40.42		
01-203-26-310-200	(2021) PUBLIC BUILDINGS & GROUNDS OE		52.78		
01-203-31-430-201	(2021) ELECTRICITY		183.22		
01-203-31-430-204	(2021) WATER/SEWER		182.16		
01-203-31-430-207	(2021) STREET LIGHTING		742.06		
01-203-31-430-208	(2021) GASOLINE & OIL		5,580.18		
01-204-55-000	Accounts Payable			4,728.00	
01-206-55-000-046	REGIONAL SCHOOL TAX			310,727.00	
01-207-55-000-045	LOCAL SCHOOL TAX			859,084.00	
01-208-55-000-039	COUNTY TAX PAYABLE			807,984.82	
01-208-55-000-041	COUNTY OPEN SPACE TAX			97,206.89	
01-208-55-000-042	COUNTY HEALTH TAX			16,556.59	
01-208-55-000-043	COUNTY LIBRARY TAX			60,651.23	
01-209-55-000-035	DUE COUNTY-A.&O. TAXES			33,614.14	
01-209-55-000-036	DUE COUNTY-A.&O. OPEN SPACE			4,079.83	
01-209-55-000-037	DUE COUNTY-A.&O. HEALTH			730.02	
01-209-55-000-038	DUE COUNTY-A.&O. LIBRARY			2,482.07	
TOTALS FOR	Current Fund	17,960.97	25,012.71	2,197,844.59	2,240,818.27
04-101-01-100-011	CAPITAL CASH - TD			0.00	13,772.50
04-215-55-474-000	MUNICIPAL COMPLEX ORD #970			5,355.00	
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA			2,040.00	
04-215-55-990-A00	2020 ROAD PROGRAM - ORD #1026			4,332.50	
04-215-55-992-A00	2021 ROAD PROGRAM - ORD #1038			2,045.00	
TOTALS FOR	Capital Fund	0.00	0.00	13,772.50	13,772.50

5.1.b

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
05-101-00-100-011	CASH - TD			0.00	625.00
05-270-00-500-020	RESERVE FOR EXPENDITURES			625.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	625.00	625.00
		=====	=====	=====	=====
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	3,046.50
06-270-00-500-020	RESERVE FOR OPEN SPACE			3,046.50	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	3,046.50	3,046.50
		=====	=====	=====	=====
18-101-01-100-101	CASH UCC TRUST			0.00	4,249.26
18-270-55-600	RESERVE FOR UCC TRUST			4,249.26	
TOTALS FOR	UCC Trust	0.00	0.00	4,249.26	4,249.26
		=====	=====	=====	=====
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	13,404.25
61-270-55-600-205	RES.FOR DEV.ESCROW			13,404.25	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	13,404.25	13,404.25
		=====	=====	=====	=====

Total to be paid from Fund 01 Current Fund	2,240,818.27
Total to be paid from Fund 04 Capital Fund	13,772.50
Total to be paid from Fund 05 DOG TRUST FUND	625.00
Total to be paid from Fund 06 OPEN SPACE TRUST	3,046.50
Total to be paid from Fund 18 UCC Trust	4,249.26
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	13,404.25
	=====
	2,275,915.78

5.1.c

Disbursements Journal - (..) ALL FUNDS

From 01/01/2022 to 01/31/2022 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
1/03/2022	2	10165	658	01-201-23-210-202	HEALTH SAVINGS ACCOUNT FUNDING - NON UNION PAYFLEX	28,500.00	28,500.00	01-101-01-000-011
1/03/2022	4	10218	660	01-201-23-210-202	HEALTH SAVINGS ACCOUNT FUNDING - UNION 2022 PAYFLEX	61,500.00	61,500.00	01-101-01-000-011
1/13/2022	5	10215	28450	01-201-23-210-200-2 01-201-23-210-200-11	WORKERS COMPENSATION MONMOUTH MUNICIPAL JIF	52,855.00 62,610.00	115,465.00	01-101-01-000-011
1/21/2022	55	10138	1290	06-270-00-500-020	IMPROVEMENTS TO MARIA GATTA PARK FRENCH & PARRELLO ASSOCIATES	20,770.09	20,770.09	06-101-01-100-011
1/21/2022	64	10175	2356	04-215-55-990-A01	5TH PAYMENT FIORE PAVING COMPANY, INC	125,394.76	125,394.76	04-101-01-100-011
1/21/2022	88	10212	28466	01-201-23-210-202 01-201-23-210-203	HEALTH DENTAL CENTRAL JERSEY HEALTH INSURANC	66,897.00 4,075.00	70,972.00	01-101-01-000-011
1/21/2022	91	7397	28469	01-204-55-000 01-204-55-000	COOPER ELECTRIC SUPPLY CO NEW GENERATOR RESOLUTION #2020-265	23,535.00 3,000.00	26,535.00	01-101-01-000-011
1/21/2022	140	9962	28504	01-205-55-000-004	REFUND OVERPAYMENT B110.02 L31 LESLIE TUTHILL	10,579.40	10,579.40	01-101-01-000-011
1/21/2022	174	8835	28531	01-203-25-265-205 01-203-25-265-205 01-203-25-265-205 01-203-25-265-205 01-203-25-265-205	PANTS TAILS - PORT AU PECK TAILS - OCEANPORT BOOTS HELMETS SAFE-T	5,070.84 3,876.70 3,854.74 1,548.00 1,220.00	15,570.28	01-101-01-000-011
1/21/2022	194	9975	28540	01-203-26-305-201 01-203-26-306-201	SOLID WASTE 12/21 RECYCLING 11/21 SUBURBAN DISPOSAL	25,500.00 6,250.00	31,750.00	01-101-01-000-011
1/21/2022	195	9976	28540	01-203-31-465-201 01-203-31-465-201 01-203-31-465-201 01-203-31-465-201	DISPOSAL RECYCLING ENHANCEMENT ACT RECYCING FEE DISPOSAL FEE SUBURBAN DISPOSAL	19,839.69 720.57 2,812.47 99.55	23,472.28	01-101-01-000-011
1/21/2022	196	10145	28540	01-203-31-465-201 01-203-31-465-201 01-203-31-465-201	DISPOSAL RECYCLING ENHANCEMENT ACT RECYCING FEE SUBURBAN DISPOSAL	18,490.01 671.55 3,150.43	22,311.99	01-101-01-000-011
1/21/2022	197	10202	28540	01-201-26-305-201 01-201-26-306-201	SOLID WASTE 01/22 RECYCLING 01/22 SUBURBAN DISPOSAL	25,500.00 6,250.00	31,750.00	01-101-01-000-011
1/28/2022	217	10182	661	01-201-45-930-213 01-201-30-410-201 01-201-45-920-212	INTEREST ON BOND NJEIT ADMIN FEES NJSEA PRINCIPAL NJIB ATTN: MICHELLE DEYO	66,240.00 9,397.50 331,074.09	406,711.59	01-101-01-000-011

JANUARY SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				845,117.54
04-101-01-100-011	CAPITAL CASH - TD				125,394.76
06-101-01-100-011	OPEN SPACE CASH - TD				66,770.09

Packet Pg. 9

Disbursements Journal - (..) ALL FUNDS

5.1.c

From 01/01/2022 to 01/31/2022 With a Line Amount > 10000.00

JANUARY SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-201-23-210-200-11	MJIF		62,610.00		
01-201-23-210-200-2	WORKMEN'S COMPENSATION		52,855.00		
01-201-23-210-202	HEALTH		156,897.00		
01-201-23-210-203	DENTAL		4,075.00		
01-201-26-305-201	SANITATION-TRASH REMOVAL		25,500.00		
01-201-26-306-201	OTHER EXPENSES		6,250.00		
01-201-30-410-201	NJEIT ADMIN FEES		9,397.50		
01-201-45-920-212	PAYMENT OF NJSEA PRINCIPAL		331,074.09		
01-201-45-930-213	INTEREST ON BONDS		66,240.00		
01-203-25-265-205	(2021) TURNOUT GEAR	15,570.28			
01-203-26-305-201	(2021) SANITATION-TRASH REMOVAL	25,500.00			
01-203-26-306-201	(2021) OTHER EXPENSES	6,250.00			
01-203-31-465-201	(2021) SANITATION DUMPING FEES	45,784.27			
01-204-55-000	Accounts Payable			26,535.00	
01-205-55-000-004	TAX OVERPAYMENTS			10,579.40	
04-215-55-990-A01	2020 ROAD PROGRAM			125,394.76	
06-270-00-500-020	RESERVE FOR OPEN SPACE			20,770.09	
JANUARY TOTALS (FOR RANGE):		93,104.55	714,898.59	183,279.25	991,282.39

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				845,117.54
04-101-01-100-011	CAPITAL CASH - TD				125,394.76
06-101-01-100-011	OPEN SPACE CASH - TD				20,770.09
01-201-23-210-200-11	MJIF		62,610.00		
01-201-23-210-200-2	WORKMEN'S COMPENSATION		52,855.00		
01-201-23-210-202	HEALTH		156,897.00		
01-201-23-210-203	DENTAL		4,075.00		
01-201-26-305-201	SANITATION-TRASH REMOVAL		25,500.00		
01-201-26-306-201	OTHER EXPENSES		6,250.00		
01-201-30-410-201	NJEIT ADMIN FEES		9,397.50		
01-201-45-920-212	PAYMENT OF NJSEA PRINCIPAL		331,074.09		
01-201-45-930-213	INTEREST ON BONDS		66,240.00		
01-203-25-265-205	(2021) TURNOUT GEAR	15,570.28			
01-203-26-305-201	(2021) SANITATION-TRASH REMOVAL	25,500.00			
01-203-26-306-201	(2021) OTHER EXPENSES	6,250.00			
01-203-31-465-201	(2021) SANITATION DUMPING FEES	45,784.27			
01-204-55-000	Accounts Payable			26,535.00	
01-205-55-000-004	TAX OVERPAYMENTS			10,579.40	
04-215-55-990-A01	2020 ROAD PROGRAM			125,394.76	
06-270-00-500-020	RESERVE FOR OPEN SPACE			20,770.09	
TOTALS (FOR RANGE):		93,104.55	714,898.59	183,279.25	991,282.39

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A STREET OPENING PERMIT FOR PORTION OF EAST MAIN STREET UNDER
WINTER MORATORIUM**

**Resolution #2022-44
02/3/22**

WHEREAS, Property Owner Martelli Development received approval pursuant with Resolution #2020-137 to waive the moratorium on E. Main Street expiring January 1, 2021 for the redevelopment of the property at 282 E. Main Street, currently under construction, which will require related street openings for utility and other services; and

WHEREAS, this portion of E. Main Street is presently under winter moratorium until March 1 and NJ Natural Gas has need to open the street to turn on service preferably before March 1; and

WHEREAS, NJ Natural Gas has petitioned the Governing Body to grant a waiver of the winter moratorium; and

WHEREAS, the Borough Engineer has reviewed and recommended that should the Governing Body approve the request subject to the requirements of Borough Code § 331-9D et. seq. the utility opening **be granted conditioned upon the entire trench shall be backfilled with Dense Graded Aggregate to minimize settlement. The trench shall be patched with 8" of Hot Mix Asphalt 19M64 for a distance of 6" beyond the trench limits in all directions. After a minimum 3 month period the area shall be repaired with a half width 2" mill and overlay for the length of the disturbance. If there is more than one opening the areas shall be covered by a single patch with the area squared off at the direction of the Borough Engineer".**

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that the winter moratorium is waived for this project and NJ Natural Gas may proceed with its street opening permit related to the development of 282 E. Main Street based on the Borough Engineer's recommendation and subject to repair of said openings pursuant with Borough Code § 331-9D et. seq. and the conditions outlined above.

From: [William White](#)
To: [Kim Parent](#)
Cc: [Jeanne Smith](#)
Subject: RE: street opening question please & thanks
Date: Friday, January 28, 2022 9:19:12 AM

Kim,

They will need a waiver from the winter moratorium, Jeanne and I discussed yesterday.

Suggested condition wording if approved by Mayor and Council - "be granted conditioned upon the entire trench shall be backfilled with Dense Graded Aggregate to minimize settlement. The trench shall be patched with 8" of Hot Mix Asphalt 19M64 for a distance of 6" beyond the trench limits in all directions. After a minimum 3 month period the area shall receive a 2" mill and overlay (HMA 9.5M64) for a distance of at least 1' beyond the trench limits. If there is more than one opening the areas shall be covered by a single patch with the area squared off at the direction of the Borough Engineer".

Have a great weekend.

Bill

William HR White III, PE, PP, CME, CFM, CPWM

Senior Project Manager | Municipal Services

william.white@colliersengineering.com

Main: 877 627 3772 | Direct: 732 704 5978 | Mobile: 732 241 7874

colliersengineering.com

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From: Kim Parent <kparent@oceanportboro.com>
Sent: Wednesday, January 26, 2022 9:29 AM
To: William White <william.white@colliersengineering.com>
Subject: RE: street opening question please & thanks

Hi Bill. Have you made a determination on NJNG's request to install gas service at the new Main Street Apartments?

Thank you!

Kim Parent

Administrative Assistant

Borough of Oceanport

910 Oceanport Way

PO BOX 370

Oceanport, NJ 07757

Tel: 732-222-8221

Fax: 732-222-0904

From: Kim Parent
Sent: Monday, January 24, 2022 12:02 PM
To: William White <william.white@colliersengineering.com>
Subject: RE: street opening question please & thanks

Here is what I have.

Kim Parent
 Administrative Assistant
Borough of Oceanport
 910 Oceanport Way
 PO BOX 370
 Oceanport, NJ 07757
 Tel: 732-222-8221
 Fax: 732-222-0904

From: William White <william.white@colliersengineering.com>
Sent: Monday, January 24, 2022 11:56 AM
To: Kim Parent <kparent@oceanportboro.com>
Cc: Jeanne Smith <JSmith@oceanportboro.com>
Subject: RE: street opening question please & thanks

Kim,
 Did they provide a location map?
 Bill

William HR White III, PE, PP, CME, CFM, CPWM
 Senior Project Manager | Municipal Services
william.white@colliersengineering.com
 Main: 877 627 3772 | Direct: 732 704 5978 | Mobile: 732 241 7874
colliersengineering.com

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From: Kim Parent <kparent@oceanportboro.com>
Sent: Monday, January 24, 2022 11:53 AM
To: William White <william.white@colliersengineering.com>
Cc: Jeanne Smith <JSmith@oceanportboro.com>
Subject: FW: street opening question please & thanks
Importance: High

Hi Bill. NJNG is asking to install gas service to the Bakery/Apartment Building on Main Street prior to the March 1 moratorium expiration. Jeanne asked me to forward the request to get your recommendation. Please advise.

Thank you!

Kim Parent
Administrative Assistant
Borough of Oceanport
910 Oceanport Way
PO BOX 370
Oceanport, NJ 07757
Tel: 732-222-8221
Fax: 732-222-0904

From: Carey Roberta <RCarey@NJResources.com>
Sent: Monday, January 24, 2022 9:16 AM
To: Kim Parent <kparent@oceanportboro.com>
Subject: street opening question please & thanks
Importance: High

Good morning, Kim,

282 E MAIN ST 1-9 OCNPT was put on contractor hold on 11/16 and can now be re-released to contractor,
as a RUSH, however, Oceanport has a winter moratorium until March 1.

This permit was issued in Oct; any chance the town would allow the service to be installed prior to March 1st?

Thank you for your assistance.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A STREET OPENING PERMIT FOR PORTION OF BRIDGEWATERS DRIVE
UNDER MORATORIUM**

**Resolution #2022-45
02/3/22**

WHEREAS, Property Owner West End-KB, LLC (Michael Kelly) has received approval from the Planning Board to redevelop the property at 10 Bridgewaters Drive which will require related street openings for utility and other services; and

WHEREAS, this portion of Bridgewaters Drive is presently under moratorium which expires in August 2025 per the Borough Engineer and therefore the Borough Clerk would need to deny any street opening applications for the project; and

WHEREAS, Mr. Kelly has petitioned the Governing Body to grant a waiver of the moratorium; and

WHEREAS, the Borough Engineer has reviewed and recommended that should the Governing Body approve the request that any permit issued related to the development of this property for utility and other services subject to the requirements of Borough Code § 331-9D et. seq. that approval for all utility openings **be granted conditioned upon the entire trench shall be backfilled with Dense Graded Aggregate to minimize settlement. The trench shall be patched with 8" of Hot Mix Asphalt 19M64 for a distance of 6" beyond the trench limits in all directions. After a minimum 3 month period the area shall be repaired with a half width 2" mill and overlay for the length of the disturbance. If there is more than one opening the areas shall be covered by a single patch with the area squared off at the direction of the Borough Engineer".**

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that street opening applications related to the development of 10 Bridgewaters Drive pursuant with the Planning Board Approval for utility and other services is hereby authorized based on the Borough Engineer's recommendation and subject to repair of said openings pursuant with Borough Code § 331-9D et. seq. and the conditions outlined above.

From: [William White](#)
To: [Jeanne Smith](#)
Subject: RE: 10 bridgewaters dr
Date: Friday, January 28, 2022 8:50:59 AM

Jeanne,

I reviewed the request for an exemption from the Road Opening moratorium. The project will require a number of utility connections and installation of a stormwater pipe along the southern curb line. Our office recommends that all utility openings be entirely backfilled with dense graded aggregate and pavement repair with 8" of Hot Mix Asphalt. A few months after all work is complete to permit settlement the road should be repaired with a half width 2" mill and overlay for the length of the disturbance.

Please do not hesitate to contact me with any questions.

Be well.

Bill

William HR White III, PE, PP, CME, CFM, CPWM

Senior Project Manager | Municipal Services

william.white@colliersengineering.com

Main: 877 627 3772 | Direct: 732 704 5978 | Mobile: 732 241 7874

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From: Jeanne Smith <JSmith@oceanportboro.com>
Sent: Thursday, January 27, 2022 4:12 PM
To: William White <william.white@colliersengineering.com>
Subject: FW: 10 bridgewaters dr

Bill,

In order for me to bring to Council to consider a waiver of the moratorium, please review and provide your recommendation(s) for Council consideration.

Thanks!

Jeanne Smith, RMC
 Borough Clerk
 Planning/Zoning Board Secretary
 Borough of Oceanport
 910 Oceanport Way
 PO Box 370
 Oceanport, NJ 07757
 Tel: 732.222.8221
 Fax: 732.222.0904

From: Michael Kelly <michaelkelly@kellydevelopers.com>
Sent: Thursday, January 27, 2022 4:10 PM
To: Jeanne Smith <JSmith@oceanportboro.com>

Cc: William White <william.white@colliersengineering.com>

Subject: 10 bridgewaters dr

Hi All

Please see letter attached regarding moratorium. If you have any questions, please feel free to call me at 732 433-0009

Thanks

Michael

KELLY
B U I L D E R S
& D E V E L O P E R S

14 Bridgewaters Drive
Oceanport, NJ 07757
Phone: 732-389-3355
Fax: 732-389-3353

1/27/2022

Boro of Oceanport
Attn: Jeanne Smith

RE: 10 Bridgewaters Dr
PB2021-117

To whom it may concern:

We have recently received approval at the above property for 4 townhomes per resolution number **PB2021-117**.

We are aware of the street moratorium and are requesting an exemption at this time. Please advise on what is the procedure for this

yours truly



Michael P. Kelly

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED TO GIRL SCOUT TROOP #710
TO BE HELD WITHIN THE BOROUGH OF OCEANPORT**

Resolution

WHEREAS, Girl Scout Troop #710 has submitted a Special Event application to set up a cookie drive thru booth along the Maria Gatta Park driveway on February 26-27, 2022 and March 5-6th, 2022; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to Girl Scout Troop #710 for their Cookie Drive Thru Booth and is approved to utilize the Maria Gatta Park Driveway in accordance with the application made and recommendation by the Traffic Safety Unit.

BE IT FURTHER RESOLVED, that the permit fee for this event is hereby waived.

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

Michael R. Fagliarone
Lieutenant



POLICE DEPARTMENT

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

732.222.6300
Main

732.222.6301 ext 1015
Records

732.222.0945
Fax

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

CC: Capt. Michael Chenoweth, Sgt. Greg Lauretta, Traffic Safety

From: Chief Michael P. Kelly, Oceanport Police Department

Date: January 24, 2022

Re: Special Permit Application- Girl Scout Troop 710 Drive Thru Cookie Sales Gatta Park Feb 26-27th and March 5-6th, 2022

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the Oceanport Girl Scout Troop 710 Drive Thru Cookie Sale to be held at Gatta Park on February 26-27th and March 5-6th, 2022 from 9am to 3pm each day.

The event organizer advised that they would like to set up for the event off the access roadway near the parking area at Gatta Park. This event was held last year (2020) during the same time period. This event is will be a drive-up type event with people picking up and purchasing Gil Scout cookies while in their vehicles. We have advised the organizers that we will lend then traffic cones to be placed in a manner to direct drives through the event. Officers will be on site the mornings prior to the event beginning to assist with set up and ensure that there are no safety concerns. I am recommending that the Mayor and Council approve the Special Permit application.

The same traffic and security plan will be forwarded to the organizers and officers will periodically check in and around the area of the park. We will make the necessary changes to the traffic and security plan for the proposed for the event if plans change.

I will notify your office of any changes concerning the event.

Girl Scout troop #710

The Girl Scout troop #710 is requesting the use of Maria Gatta Park February 26th & 27th as well as March 5th & 6th for our drive thru cookie booth.

Last year the drive thru cookie booth was a creative way for our troop to sell cookies outside. The girls only need the driveway of the Maria Gatta Park for the cookie drive thru. We have purchased tents and last year the police were kind enough to bring us some cones to use, we do not require any other assistance from the town.

If we have permission to use the park for the drive thru cookie booth again this year it would provide our girls with a great way to learn about marketing, making change (money is always received by & given to the customers by an adult- the girls write the tickets for each purchase with the amount received & the change that is due), be able to participate in the cookie sales and learn the importance of helping others through donations and community projects while being Covid safe.

Last year we were able to donate over 60 boxes of cookies to the frontline workers of UPS in Monmouth County. The money that the cookie sales raised was used to purchase supplies for the Little Library that was put together, painted and placed in Blackberry Bay Park. The girls visit the Library regularly to make sure there are plenty of books and the structure is looking great for the community to enjoy.

This year the girls will donate boxes of cookies to a local organization (to be decided) and the funds raised will go back to the community in some way.

Thank you for this amazing opportunity,

Tina DeAngelis



**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING CERTIFIED LISTS FOR THE LENGTH OF SERVICE AWARD PROGRAM
(LOSAP) FOR CY 2021**

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 2021 from:

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

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

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



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 2021

1. Briskey, Steve
2. Briskey, Stewart
3. Brocklebank, Clarence
4. Brown, Matthew
5. Brown, Paul
6. Carroll, John Jr
7. Carroll, Kenneth
8. Carroll, John III
9. D'Agostino, Robert
10. Desantis, Alfred
11. Gallo, James Jr
12. Gallo, Richard Jr
13. Gallo, Richard III
14. Gallo, Philip
15. Gallo, Thomas
16. Kohler, Arno
17. McNish, William
18. Raneri, Domenic- New member
19. Santi, Fredrick – Returning member
20. Sherman, Wes
21. Shaffery, Patrick
22. Terwilliger, Paul
23. Van Brunt, Paul

Captain James Gallo

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING INTER-LOCAL SERVICES CONTRACT WITH SHORE REGIONAL BOARD OF
EDUCATION FOR THE TRANSPORTATION OF STUDENTS FOR THE 2021-2022 SCHOOL
YEAR**

Resolution

BE IT RESOLVED, by the Governing Body of the Borough of Oceanport that an Agreement between the Shore Regional Board of Education and the Borough of Oceanport, for transportation of high school students residing in the Borough of Oceanport for the 2021-2022 school year at a cost not to exceed \$36,056.06 be and the same is hereby approved and confirmed; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute said agreement on behalf of the Borough of Oceanport.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify funds are available in account #01-201-29-405-201 in the amount of \$36,056.06 for the purposes stated herein.



Catherine D. LaPorta, CFO

STATE OF NEW JERSEY - DEPARTMENT OF EDUCATION
Student Transportation Unit
Joint Transportation Agreement

Host District	<u>Shore Regional</u>
In the County of	<u>Monmouth</u>
Joiner District	<u>Oceanport</u>
In the County of	<u>Monmouth</u>

Pursuant to official action taken at the meetings of the boards of education which are parties to this agreement, it is agreed that the host district will provide transportation services as specified herein for joiner district students in accordance with all applicable laws, rules, and regulations governing student transportation.

Students may be added or deleted as mutually agreed upon, according to the terms of any existing contract, and as approved by the participating boards of education.

It is understood and agreed by the parties to this agreement that the host district is not responsible for the transportation contractor's failure to provide the services agreed upon herein, but will make every reasonable effort to provide alternate services should such failure occur.

The joiner district agrees to pay the host district the sum specified herein which may be adjusted based on changes to the route. The cost to the joiner district will be based on actual costs.

Host District Board of Education

Board President


 (Signature)

Date

School Business Administrator


 (Signature)

Date

9/10/21

BOROUGH OF OCEANPORT

Mayor

Date

JOHN F. COFFEY, II

Borough Clerk

Date

JEANNE SMITH

FOR COUNTY USE ONLY - Additional Comments (if necessary):

Host District Executive County Superintendent Approval

Executive County Superintendent's Name

(Signature)

Date Approved

STATE OF NEW JERSEY - DEPARTMENT OF EDUCATION
Student Transportation Unit
Joint Transportation Agreement - To and From School

[illegible]

**SHORE REGIONAL HIGH SCHOOL DISTRICT****Memorandum**

TO: School Business Administrator

FROM: Gina Villano

RE: Transportation Jointure

DATE: September 24, 2021

Please sign and return both copies of this transportation jointure for the 2021-2022 school year.

Please send them to the attention of Corey Lowell, School Business Administrator.

The Board of Education of Shore Regional High School District in the county of Monmouth (hereinafter "Shore"), and the Borough of Oceanport, in the county of Monmouth (hereinafter "Oceanport"), hereby agree that:

1. Shore will transport pupils who reside in Oceanport, New Jersey and attend Shore Regional High School along or adjacent to routes hereinafter described to and from places hereinafter specified, every school day from September 1, 2021 to June 30, 2022, said dates comprising the 2021-2022 school year.
2. Shore shall be paid by Oceanport the sum herein described for three (3) routes as shown on Exhibit O-1, annexed hereto and made a part hereof. All buses will complete the morning run and transport the students to Shore Regional at or before 7:30 a.m.. All buses will return the students to their homes at the end of each school day upon dismissal.
3. Oceanport agrees that if Shore fully performs the services required herein, it will pay to Shore on an annual contract the sum of \$36,056.06 payable in four (4) installments as follows: \$9,014.02 payable upon receipt of contract; \$9,014.02 payable on or before March 1, 2022; \$9,014.02 payable on or before April 1, 2022; and \$9,014.00 payable on or before June 1, 2022.
4. It is understood that the \$36,056.06 Figure in paragraph 3 is the expected and maximum cost to be paid by Oceanport for the time indicated in paragraph 1 herein. It is explicitly understood that the figure of \$36,056.06 may decrease as a result of the lack of need for the number of buses indicated once the school year begins. Should that occur, Shore will recalculate the cost and provide a prorated reduction for the balance of the year, which shall be given in the form of reduced payments for the remaining payment due under this contract. Oceanport understands that there will be no decrease unless there is a cost reduction to Shore.
5. Shore does hereby agree to provide transportation to all Oceanport students covered under this contract attending Shore Regional High School unless the student chooses to provide his/her own method of transportation.
6. Shore will provide the necessary buses during the contract period as well as qualified bus drivers for the designated routes.
7. Shore will be responsible for the maintenance of the buses with no additional cost to Oceanport.
8. There will be no changes in the bus routes without mutual consent of Shore and Oceanport.

9. The individual bus stops will be established by Shore and will be adjusted as needed.
10. The failure of one party to this contract to comply with the provisions hereof shall constitute good cause for its termination by the other party to it.
11. Payment from Oceanport to Shore shall be made upon submission of vouchers by Shore in the ordinary course and consistent with the payment terms set forth in paragraph 3 herein.

IN WITNESS WHEREOF, the parties have duly signed this contract this _____
Day of _____, 2021.

The Board of Education of Shore Regional High School District in the County of Monmouth.

Corey Lowell,
School Business Administrator/Board Secretary

President, Board of Education

Date

Date

Jeanne Smith
Borough Clerk

John F. Coffey, II
Mayor, Oceanport

Date

_ Date

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A ONE-YEAR RENEWAL AGREEMENT OF THE SHARED SERVICES WITH
THE BOROUGH OF SEA BRIGHT FOR MUNICIPAL COURT FACILITIES**

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

WHEREAS, effective on March 1, 2010, the Borough of Oceanport entered into a shared services agreement with the Borough of Sea Bright for municipal court services which had been extended by the parties until February 28, 2022; and

WHEREAS, the termination date of the Agreement is February 28, 2022; and

WHEREAS, the Borough of Oceanport is desirous of renewing the existing shared services agreement with the Borough of Sea Bright for an additional one (1) year term for an amount not to exceed \$78,000.00; and

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Oceanport hereby authorize the Mayor and Borough Clerk to execute a one-year extension to the Shared Services Agreement ("agreement") for Municipal Court services between the Borough of Oceanport and the Borough of Sea Bright that incorporates the following additional terms and conditions:

1. The agreement dated November 16, 2009, is hereby extended for a period of one additional year from the date of termination. The new termination date will be February 28, 2023.
2. The annual rate for the services shall be \$78,000.00.
3. All other terms and conditions contained in the original Shared Services Agreement or any prior extensions thereto not modified by this Amendment shall remain in full force and effect.

BE IT FURTHER RESOLVED, that the Governing Body of the Borough of Oceanport, County of Monmouth, State of New Jersey, hereby authorize and agree to the above referenced terms and conditions of this Amendment by and between the Borough of Oceanport, 910 Oceanport Way, County of Monmouth, State of New Jersey and the Borough of Sea Bright, 1167 Ocean Avenue, County of Monmouth, State of New Jersey.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Chief Financial Officer, the Oceanport Municipal Court and the Borough of Sea Bright.

**AMENDMENT TO INTERLOCAL SERVICE AGREEMENT FOR MUNICIPAL
COURT SERVICES BETWEEN THE BOROUGH OF OCEANPORT AND THE
BOROUGH OF SEA BRIGHT**

THIS AMENDED INTERLOCAL SERVICES AGREEMENT made this 18th day of January, 2022, by and between **THE BOROUGH OF OCEANPORT** ("Oceanport") in the County of Monmouth, State of New Jersey with their principal offices located at 910 Oceanport Way, Oceanport, New Jersey, 07757 and **THE BOROUGH OF SEA BRIGHT** ("Sea Bright") in the County of Monmouth, State of New Jersey with principal offices located at 1099 Ocean Avenue, Sea Bright, New Jersey, 07760. Oceanport and Sea Bright will collectively be referred to herein as the "Parties."

NEW THEREFORE IT IS HEREBY AGREED by and between the Mayor and Council of the Borough of Oceanport and the Mayor and Council of the Borough of Sea Bright that the parties previously entered in to an interlocal services agreement dated November 16, 2009, commencing on March 1, 2010 which was extended by the parties until February 28, 2022; and

The terms and conditions of said agreement provided for the operation and space for the Sea Bright Municipal Court Operation.

The parties agree that it would be appropriate to renew the current agreement for one (1) year, extending the termination date to February 28, 2023 for the annual rate of \$78,000.00 per year paid by the Borough of Sea Bright.

All other terms and conditions of the previous contract shall stay in full force and effect.

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

ATTEST:

Jeanne Smith
Municipal Clerk, Borough of Oceanport
Date: _____

John F. Coffey, II
Mayor, Borough of Oceanport
Date: _____

Christine Pfeiffer,
Municipal Clerk, Borough of Sea Bright
Date: _____

Brian P. Kelly
Mayor, Borough of Sea Bright
Date: _____

RESOLUTION NO. 36-2022
AUTHORIZING A ONE-YEAR RENEWAL
OF THE SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF OCEANPORT FOR MUNICIPAL COURT FACILITIES

Councilmember Catalano introduced and offered the following resolution for its adoption; seconded by Councilmember Booker:

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

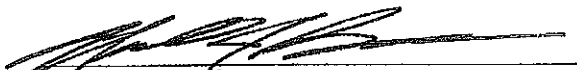
WHEREAS, the Borough of Sea Bright entered into a shared services agreement dated November 16, 2009 with the Borough of Oceanport for municipal court services commencing on March 1, 2010 which was extended by parties until February 28, 2022; and

WHEREAS, the termination date of the Agreement is February 28, 2022; and

WHEREAS, the Borough of Sea Bright is desirous of renewing the existing shared services agreement with the Borough of Oceanport for an additional one (1) year term for an amount not to exceed \$78,000.00; and

CERTIFICATION OF FUNDS:

I, Michael J. Bascom, CFO, hereby certify that funds not to exceed \$78,000.00 will be provided for this purpose in the appropriation entitled Court #9-01-42-490-235.


MICHAEL J. BASCOM, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright hereby authorize the Mayor and Borough Clerk to execute a one-year extension to the Shared Services Agreement ("agreement") for Municipal Court services between the Borough of Oceanport and the Borough of Sea Bright that incorporates the following additional terms and conditions:

1. The agreement dated November 16, 2009, is hereby extended for a period of one additional year from the date of termination. The new termination date will be February 28, 2023.
2. The annual rate for the services shall be \$78,000.00.
3. All other terms and conditions contained in the original Shared Services Agreement or any prior extensions thereto not modified by this Amendment shall remain in full force and effect.

BE IT FURTHER RESOLVED, that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, hereby authorize and agree to the above referenced terms and conditions of this Amendment by and between the Borough of Oceanport located at 910 Oceanport Way, County of Monmouth, State of New Jersey and authorize the Mayor and Borough Clerk to sign said Amendment.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following:

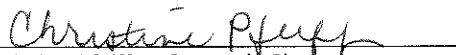
1. Borough of Oceanport
2. Borough of Sea Bright CFO
3. Sea Bright Municipal Court
4. Sea Bright Police Department

Roll Call:	Bieber,	Birdsall,	Booker,	Catalano,	Keeler,	Lamia
	Yes	Yes	Yes	Yes	Yes	Yes

January 18, 2022

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that this is a true copy of a resolution approved by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on January 18, 2022.


Christine Pfeiffer, Borough Clerk

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING RENEWAL OF SERVICE AGREEMENT WITH THE MONMOUTH COUNTY
SPCA FOR ANIMAL CONTROL SERVICES**

Resolution

WHEREAS, the Monmouth County S.P.C.A., being a duly authorized agency for animal control and animal shelter under the authority of New Jersey State Law Title 4, and having such authority within the County of Monmouth to act as so, shall enter into a "Memorandum of Understanding (MOU)" for animal control services with the Borough of Oceanport, being a duly authorized Municipality within the County of Monmouth.

WHEREAS, the Borough of Oceanport has a need for animal control services in the Borough of Oceanport as its current agreement expired December 31, 2021; and

WHEREAS, the Borough currently uses the Monmouth County SPCA for its animal control services and is extremely satisfied with the services provided; and

WHEREAS, Monmouth County SPCA has submitted a proposal dated October 25, 2021 to renew the agreement at a cost of \$5,100.00 annually billable at \$425.00 per month to be paid from the Borough's Animal Control Fund (no increase over last year) subject to the availability and appropriation of funds for the 2022 budget.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that the Service Agreement with the Monmouth County SPCA is hereby approved and the Mayor and Borough Clerk are hereby authorized to sign contract.

BE IT FURTHER RESOLVED, that this agreement is subject to the availability and appropriation of funds from the Animal Control Fund for the 2022 budget year.

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify that funds in the amount of \$4,500 are available in the Animal Control Fund for the purpose stated herein with the balance of \$600.00 subject to future availability in the Animal Control Fund.



Catherine D. LaPorta, CFO



Monmouth County
SPCA

**NOT-FOR PROFIT
ORGANIZATION**
Founded in 1945

260 Wall Street
Edison, NJ 07724

732.542.0040
Fax 732.542.4552

BOARD OF TRUSTEES

Ross Licitra
Executive Director

Christine Hanlon Esq.
President

Andrew Grossman
Vice President

Gary Goldfarb
Secretary

SERVICES

Animal Shelter
Bereavement Counseling
Cruelty Investigations
Dog Obedience Training
Flea & Tick Products
Humane Education
Humane Law Enforcement
Lost & Found
Low Cost Spay/Neuter
Pet Adoptions
Pet Pantry
Pet Therapy Program
Thrift Store
TNR Program
Veterinary Clinic
Volunteer Program
Wildlife Rescue

RECEIVED

OCT 28 2021

Borough of Oceanport

October 25, 2021

Jeanne Smith RMC, QPA
Borough of Oceanport
Borough Clerk
315 East Main Street
Oceanport, New Jersey 07757

Ref: Animal Control Bid for 2022

Dear Ms. Smith,

The Monmouth County SPCA, is pleased to submit a contract proposal for the 2022 calendar year for animal control services for the Borough of Oceanport. If accepted, the Monmouth County SPCA is looking forward to working with the Borough of Oceanport by providing exceptional service.

Some points in the contract that I would like to highlight are as follows:

- No cost for "in house" medical services
- Municipal Ordinance enforcement as well as NJ Title 4
- Private property response on a police officer's request
- TNR option to provide a cost savings to the Borough

Sincerely,

Ross Licitra
Executive Director
Monmouth County SPCA



facebook.com/MonmouthCountySPCA



@TheMCSPCA



youtube.com/M

MONMOUTH COUNTY
MCSPCA
SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS
LAW ENFORCEMENT DIVISION
260 WALL STREET, OCEANPORT, NEW JERSEY 07724
732-542-0040
FAX: 732-542-4552

THIS AGREEMENT, made this _____ day of _____ by _____ and _____ between the **MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**, a non-profit 501(c) 3, government entity created under New Jersey State law, having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to as the "MCSPCA " and the Borough of Oceanport _____, a municipal corporation of the State of New Jersey, having principal offices at 315 East Main Street, Oceanport, New Jersey 07757, hereinafter, referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of January, 2022 and ending on the 31st day of December, 2022 .

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. The MCSPCA shall make their services as independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during standard business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated. Services are defined as the rescue, custody and care of

injured animals, trapped animals, sick animals, animals whose lives are endangered or animals present a danger to humans, including those who have bitten a person.

For the purpose of this Agreement, marine mammals, feral cat colonies and dead deer are specifically excluded, neither shall the MCSPCA trap, rescue, or relocate or care for geese unless same is in need of veterinary care.

Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defines herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the MCSPCA will provide services and assistance, and shall be entitled to be reimbursed for all the costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the MCSPCA is called to remove any and/or care for the colony, the costs and expenses incurred by the MCSPCA will be in addition to the cost for Services and will be the responsibility of the Municipality. If the Municipality enters into a Memorandum of Understanding (MOU) with the MCSPCA for the purpose of TNR, then all terms of the MOU shall be set forth as agreed upon by the MCSPCA and the Municipality and shall supersede certain terms in the contract.

2. The Municipality will pay the MCSPCA the sum of \$5,100.00 said sum to be prorated on a monthly basis of \$425.00. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.
3. It is expressly understood, except as otherwise stated, the services include all the costs and expenses incurred by the MCSPCA or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.

4. Upon a request from the Municipality, the MCSPCA shall respond to an emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by the State Law regulation. The MCSPCA reserves the right in its sole discretion to determine that if the animal requires transportation to an emergency clinic on nights, weekends, or holidays, when our own veterinarians are not available.

If there is no known owner, the cost of in house services shall be covered by the MCSPCA any expense incurred by the MCSPCA for outside veterinary services will be the responsibility of the Municipality. If the owner is known, the cost and expenses will be bore by the owner.

5. The MCSPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the SPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.
6. The MCSPCA shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on public property within the municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanly disposed of, at the sole and exclusive discretion of the SPCA, after seven (7) day statutory hold period. It is expressly understood, once the MCSPCA accepts any animal and takes it into custody; it shall become the property of the MCSPCA for the disposition a stated above. The MCSPCA Animal Control Officer (ACO) or MCSPCA Humane Law Enforcement Officer shall issue summons for Municipal Ordinances and NJ Title 4 pertaining to all animal laws that apply under the scope of the ACO's employment. (ie: Dog/Cat licensing, animals running at large, dangerous dog)

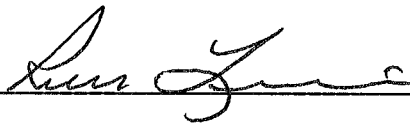
7. Upon proof of ownership, any person may redeem his/her animal from the MCSPCA upon payment to the MCSPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary. Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the MCSPCA by the owner prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the MCSPCA shall by law take ownership of the animal and offer the animal for adoption, humanly disposed or any other disposition that the MCSPCA deems humanely appropriate.
8. Any stray dog, cat or any other animal taken into the custody of the MCSPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the SPCA.
9. Transportation of the head of the animal suspected of rabies to the State department shall be provided by the MCSPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed by the MCSPCA if the owner is unknown.
10. The animal control officer shall be an employee of the SPCA. The MCSPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.

11. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The MCSPCA reserves the right to answer/respond to those calls; however, the owner of the premises will be charged \$90.00 per hour during standard business hours and \$118.00 after standard hours. If the nature of the call is deemed by a police officer to pose a public safety risk, the MCSPCA shall respond and handle the call at no cost to the homeowner.
12. The MCSPCA shall not be responsible for handling deer or any wildlife carcasses; however the MCSPCA shall retrieve infirmed/ injured deer or wildlife at the SPCA's discretion.
13. The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressively seek reimbursement from the costs uncured by the MCSPCA as any judgement from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.
14. The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
15. Except for non-payment, this Agreement contract may be determined during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested, to the other party, in its sole discretion the terminating party may provide an opportunity to cure.
16. It is expressively agreed that the MCSPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.

17. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.

THIS AGREEMENT is a sole expression of the understanding between the parties and may only be modified by a written amendment signed by both parties.

MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

BY: 

Ross Licitra
Executive Director

***MUNICIPALITY*Borough of Oceanport**

BY: _____

ATTEST

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT FOR ELECTRICIAN SERVICES BETWEEN SODON ELECTRIC
AND THE BOROUGH OF OCEANPORT**

Resolution

WHEREAS, the Borough has need of electrician services for repairs to the DPW garage and other electrical services as the need may arise; and

WHEREAS, proposals were sought for the garage repairs and the Borough received two with the lowest proposal received from Sodon's Electric, Inc. in the amount of \$14,620.00; and

WHEREAS, the Borough desires to appoint Sodon's Electric, Inc. to provide additional services needed during CY2022 which will likely cause the value of services to exceed the pay to play threshold of \$17,500; and

WHEREAS, the Borough wishes to award a contract to Sodon's Electric, Inc. to provide electrician services for an amount not to exceed \$30,000 for the anticipated term of January 1, 2022 through December 31, 2022 pursuant with N.J.S.A. 40A:11-3 et. seq.; and

WHEREAS, pursuant to the provisions of N.J.S.A. 19:44A-20.B, Sodon's Electric, Inc. has completed and submitted a Business Entity Disclosure Certification and Political Contribution Disclosure Form which certifies that Sodon's Electric, Inc. has not made any reportable contributions to a political or candidate committee in the Borough of Oceanport in the previous one year, and the contract will prohibit Sodon's Electric, Inc. from making any reportable contributions through the term of the contract; and

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

1. Sodon's Electric, Inc. is hereby appointed to provide electrical services for calendar year 2022 for an amount not to exceed Thirty thousand dollars (\$30,000).
2. Sodon's Electric, Inc. is prohibited from making any contribution to a political or candidate committee during the term of this appointment.
3. The Purchasing Agent is hereby authorized to contract for services on behalf of the Borough of Oceanport subject to the availability of funds encumbered by purchase order on an as needed basis pursuant with N.J.A.C. 5:30-5.4

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

BE IT FURTHER RESOLVED that a summary of the above shall be published in an official newspaper of the Borough as required by law.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF OCEANPORT

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Sodon's Electric, Inc. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 2022 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Oceanport as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

John F. Coffey	Meghan Walker
William Deerin	Oceanport Republican Committee
Richard Gallo	Oceanport Democratic Committee
Bryan Keeshen	
Michael O'Brien	
Thomas Tvrdik	

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
J. Timothy Sodon - 100%	22 Latham Avenue Atlantic Highlands, NJ 07716

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Sodon's Electric, Inc.
 Signature of Affiant: [Signature]
 Title: President
 Printed Name of Affiant: J. Timothy Sodon
 Date: 1/26/2022

Subscribed and sworn before me this 26th day of
January, 2022.

My Commission expires: May 18, 2022

Nancy L. Doherty
 (Witnessed or attested by)
 NANCY L. DOHERTY
 (Seal)
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 5/18/2022

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING AMENDMENT TO APPLICATION FOR THE 2021 MONMOUTH COUNTY
MUNICIPAL OPEN SPACE GRANT PROGRAM AND ACCEPTANCE OF GRANT AWARD**

Resolution

WHEREAS, the Monmouth County Board of Commissioners has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County park, recreation, conservation and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

WHEREAS, the Borough of Oceanport submitted an application for the 2021 Open Space Program seeking funding in the amount of \$86,500 for pickleball court improvements and a community garden; and

WHEREAS, the Borough was notified by the County that due to limited amount of funding the Borough was granted \$53,000 requiring an amendment to the scope of the project to reduce the eligible project costs not exceeding the grant amount or 50% of the actual eligible project costs;

WHEREAS, the Borough having considered same has agreed to change the project scope to exclude the proposed community garden work as the cost of the pickleball court project lines up well with the 50% of the pickleball court work,

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

1. The Borough of Oceanport hereby approves the amendment to the application's scope of work to eliminate the community garden work.
2. The Mayor and Borough Clerk are hereby authorized to sign and execute any required documents, agreements, and amendments thereto with the County of Monmouth for the approved Open Space Trust Fund; and

BE IT FURTHER RESOLVED that the Borough Clerk shall forward a copy of this resolution along with the executed Grant Agreement to the Monmouth County Park System and the Borough Administrator.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING COMMUNITY GRANTS, PLANNING & HOUSING" (CGP&H) TO SERVE AS THE
ADMINISTRATIVE AGENT FOR THE BOROUGH OF OCEANPORT AND ADMINISTER THE
BOROUGH OF OCEANPORT'S AFFORDABLE HOUSING UNITS**

Resolution

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

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

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

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

WHEREAS, pursuant with N.J.S.A. 40A:11-3(a)(b), the Borough desires to enter into a two (2) year contract with the CGP&H to serve as its Administrative Agent and administer its affordable housing program pursuant with the proposed contract received January 28, 2022; and

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

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

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

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

3.That the contract shall also provide for an open-ended contract for services performed in regards to affordable housing services contingent upon the availability of funds in the Affordable Housing Trust Fund not to exceed \$8,200 for CY2022 and not to exceed \$8,400 for CY2023. Funds will be certified and encumbered by individual purchase order prior to each request for service pursuant with N.J.A.C. 5:30-5.5

PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

1. The term of the Agreement shall become effective as of the the ____ day of _____, 2022 for a period of twenty-four (24) months, terminating at the close of business on the ____ day of _____, 20____. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Borough Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.

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

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

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

WITNESS:

BOROUGH OF OCEANPORT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

WITNESS:

CGP&H, LLC

NAME: Mateusz Pitrus

NAME: Randall Gottesman, PP

TITLE: Business Operations Associate

TITLE: President

DATE: _____

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

For services rendered by the Consultant in 2022 (Year 1), the Consultant shall be compensated as follows:

ADMINISTRATIVE AGENT GENERAL SERVICES (<i>Payable by Oceanport</i>)	
1. Day-to-Day Administrative Agent Services	Not to exceed \$6,000 billed at an hourly rate of \$140 per hour for senior staff, and \$95 per hour for all other staff
2. Administrative Agent Resale Fee	\$2,000 flat fee payable by Oceanport for each sale unit when home gets listed for sale A fee of 3% of the resale price will be paid from the seller at the closing to CGP&H.
3. Reimbursable Expenses	Up to \$200 per year.
4. Additional Advisory Services as requested by the Borough	Billed hourly at a rate of \$140 per hour for licensed professional planners and \$95 per hour for all other staff. Budget will depend on the breadth and scope of the services required by the Borough. CGP&H will not bill for any time under this line item without written authorization from the Borough.
Total Paid by Oceanport	Not-to-exceed \$8,200 in the contract year if 1 unit is listed for sale

- 1. Day-to-Day Administrative Agent Services:** This includes creating and/or updating the Administrative Agent Operating Manual, and Affirmative Marketing Plan, if required. This also includes responding to general affordable housing inquiries, affirmative marketing, foreclosure prevention activities, and annual mailings to homeowners as well as preparing intent-to-sell packages and annual unit monitoring reports. It also includes advising Oceanport on affordable housing requirements for new developments. CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that all other administrative agents administering affordable housing units in the municipality are meeting the regulations until further direction is provided by the State of New Jersey.
- 2. Administrative Agent Resale Fee:** CGP&H will facilitate the resale of any affordable sales unit that is put up for sale by its current owner. The fees are all-inclusive of the services required to sell an affordable unit, including: certifying a buying household(s) as eligible, sending potential purchasers to the unit, facilitating an agreement between buyer and seller, and preparing and filing closing documents. The flat fee that is paid by Oceanport will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale or should the unit not go to closing, this flat fee is still applicable and will not be returned or cancelled.
- 3. Reimbursable Expenses:** Direct costs include annual mailings to homeowners and regional mailings conducted as part of required affirmative marketing. Excluded from this line item budget is the cost for mailings needed if the prior administrative agent is not able to provide CGP&H with emails for applicants on a waiting list or current affordable homeowners and renters, which will be paid by the Borough.

4. **Additional Advisory Services as requested by the Borough:** These include special projects outside the scope of general administration including, but not limited to trust fund monitoring, mid-point review, and CTM entry of trust fund or unit information, group home research to document creditworthiness, or other special projects such as extension of controls or implementing an affordability assistance program. CGP&H will not bill for any time under these services without written authorization from the Borough.

RENTAL & OWNERSHIP FEES PAID BY Developer/Landlord/Homeowner		
1. Rental Fees	Flat fee of \$900/rental certification. No charge for applicants found to be ineligible. <i>No charge to prescreen applicants and referring as many applicants to landlord as needed to fill each vacancy</i>	Developer/Landlord pays fee. <i>Oceanport will help facilitate CGP&H going under contract with developers.</i> <i>Oceanport may pay this fee if Developer will not contract with CGP&H.</i>
2. Waiting List Management Fee	\$30 per deed restricted unit annual fee payable upon commencement of affirmative marketing. Minimum fee of \$300 annually.	Developer/Landlord pays fee
3. Lease Renewal Fee	\$30 per lease renewal	Developer/Landlord pays fee
4. Ownership Fee: Resales	3% of the sale price of the home or minimum of \$2,500.	Homeowner pays fee. <i>Oceanport will pay difference between 3% resale fee and minimum of \$2,500 if fee paid by owner is less than \$2,500.</i>
5. Ownership Fee: Refinance Requests	\$175 flat fee to process request	Homeowner pays fee
6. Ownership Fee: New Development	CGP&H will charge a fee of \$2,000 per sale unit. \$1,000 will be billed at the time each home goes under contract and \$1,000 will be billed at closing. In the event that a buyer goes under contract and does not close, the first \$1,000 payment would not be returned.	Developer/Landlord pays fee
7. Setup of New Projects	10 units or less: \$1,000 per new development Over 10 units: \$2,000 per new development	Developer/Landlord pays fee
Cost to Oceanport for these services	\$0.00 anticipated cost to Oceanport.	

1. **Rental Fees:** CGP&H will contact the next applicant on the waiting list to prescreen them for eligibility, refer them to the landlord, and invite them to submit a full application. CGP&H will collect and review documentation from the applicant households to determine their eligibility. Eligibility determination fees do not include credit or background checks, which are generally done by the landlord. The Developer/Landlord may pay rental certification fees.

2. **Waiting List Management Fee:** The waiting list management fee will allow us to maintain the waiting list on our web-based Affordable Homes New Jersey Profile (affordablehomesnewjersey.com). This unique online system provides around-the-clock, user-friendly and robust online tools for applicants, while also increasing our turnaround times. After initial lease-up, all applicants will be required to update their information annually.
3. **Lease Renewal Fee:** CGP&H will advise the Developer of the maximum rental amount before each new lease is executed and we will review all executed leases and maintain copies in our files, as required by UHAC.
4. **Ownership Fee: Resales:** CGP&H will charge the seller a fee as a percent of the sales price to refer interested buyers, coordinate with both the seller and all interested applicants throughout the duration of the sale process, income certify prospective buyers, prepare the closing documents, attend closings whenever required, and perform other duties related to the closing. This fee is paid by the owner directly to CGP&H at closing. In the unusual event where the sale fee comes in less than the minimum, CGP&H will be paid the difference by the municipality.
5. **Ownership Fee: Refinance Requests:** CGP&H charges existing homeowners a fee per request to process requests for subordination or home equity loans. This fee will be paid by the homeowner requesting the review.
6. **Ownership Fee: New Development:** After random selection is completed, CGP&H will process the pre-applications, screen pre-applicants, and refer eligible households to the developer, income certify all buyers, coordinate with mortgage providers, and prepare affordable housing related closing documents for the project.
7. **Setup of New Projects:** CGP&H will charge new developers a flat fee for project set-up activities. This includes pricing of units, preparation of deed restriction, affirmative marketing, and all other set-up activities.

A. Housing Rehabilitation Program Administrative Services

1. Ongoing Day-to-Day Program Administration	Billed hourly at blended rate of \$117 per hour. Not to exceed \$4,000 per contract year.
2. Direct Costs	Reimbursement for expenses. Not to exceed \$300 per contract year.
3. Additional services as requested	Billed hourly at blended rate of \$117 per hour. Budget for these services will depend on scope of additional services requested by Oceanport. CGP&H will not bill any time towards this line item without written authorization from the Borough.
Total Paid by Oceanport Borough	Not-to-exceed \$4,300 in the contract year

- A1. Ongoing Day-to-Day Program Administration:** includes but is not limited to maintaining a waiting list of interested residents; program marketing for lottery drawing, ongoing owner outreach efforts, reviewing homeowner pre-applications to determine initial eligibility, reporting, contractor outreach, intake of new interested contractors' applications, qualifying new contractors, maintaining contractor database and individual records, updates to rehab work specifications templates and compliance research.ongoing updates to program forms as needed and all other Housing Rehabilitation administrative tasks.
- A2. Direct Costs:** this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs; postage; mailings; poster production; expedited mailings or messenger services, etc.

B. Housing Rehabilitation Program Case Management

1. Milestone 1: Eligibility Determination	Flat fee of \$1,170 payable upon certification of applicant's eligibility. Discounted flat fee of \$850 for each additional unit within a multi-family dwelling.
2. Milestone 2: Loan Closing	Flat fee of \$2,925 payable upon execution of construction documents. Discounted flat fee of \$1,250 for each additional unit within a multi-family dwelling.
3. Milestone 3: Final Inspection	Flat fee of \$1,755 payable upon satisfactory final inspection. Discounted flat fee of \$900 for each additional unit within a multi-family dwelling.
4. Title Search Fee	\$98 per property
5. Subordination Requests	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.
Total Paid by Oceanport Borough	Estimated not-to-exceed \$5,948 assuming no more than 1 case is completed in the contract year.

- B1. Milestone 1: Eligibility Determination:** this includes the introductory setup of a case through the processing of applications and determining the applicant's eligibility for the program.
- B2. Milestone 2: Loan Closing:** this includes comprehensive inspection of home to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by homeowner; preparing bid documents for contractors to bid; review of bids received, preparing contractor contracts and homeowner agreements with the Municipality, and preconstruction meeting/contract signing/loan closing.
- B3. Milestone 3: Final Inspection:** this includes working with contractors and homeowners throughout construction to finalize the rehabilitation work, troubleshooting any difficulties that arise, progress inspections, and case closeout.
- B4. Title Search Fee:** Per property title search fee to confirm ownership and property liens.
- B5. Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period. The homeowner will be charged a flat fee per request.

Lead Risk Assessment and Testing Services (if requested by Borough)

1. Lead Risk Assessment and Report	Flat fee of \$550 per unit (includes dust wipes and soil sample as needed)
2. Lead Clearance Testing	Flat fee of \$300 per unit.
3. Direct Costs for Lead Clearance Lab Tests	Flat fee of \$15 per dust wipe and soil sample

- 1. Lead Risk Assessment and Report:** Only applicable to houses built prior to 1978.
- 2. Lead Clearance Testing:** Only necessary if lead risk assessment findings have actionable lead level.
- 3. Direct Costs for Lead Clearance Lab Tests:** Per each dust wipe and soil sampling needed for an applicable property lead clearance. Typically, no more than 9 samples per lead clearance. This price includes shipping from the lab.

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

Circumstance	Contractor Penalty
1. Failed Final Inspection	\$375 per failed inspection paid by the contractor directly to CGP&H. \$250 plus additional dust wipes (\$15 each) for repeat lead clearance if needed.
2. Unjustified Construction Delays	\$50 per day paid by the contractor directly to CGP&H.

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

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

Additional Housing Rehabilitation Services, as Needed	Fee
Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.	Hourly per case up to milestone cap.
For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&H will bill hourly for all work required to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures. *Municipality has the option to pass on this additional cost to the owner.	Hourly, up to 3 hours per case for compliance items*
If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&H will be required to reverify household income. Re-verification of income will be billed hourly. *Municipality has the option to pass on this additional cost to the owner.	Hourly, up to 5 hours per re-verification of income*
On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&H will bill hourly up to the limit per case (see right) for initial research to determine if partnering source is an option for the particular case, and if so, then coordination of same with secondary funding source. If more time beyond the limit per case is needed to finalize the partnering of funds to bring the unit up to code to obtain State credit for that unit, CGP&H will not continue without additional direct written authorization from the Municipality.	Hourly, up to 3 hours per case for initial research and coordination of partnering funds
While extremely rare, if during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention by CGP&H, this work will only proceed upon written authorization from the municipality and will be conducted at our regular hourly rates. When a program participant or contractor contacts CGP&H directly, CGP&H can bill additional hours to attempt to resolve it expediently, prior to seeking written authorization from the municipality.	Hourly, up to 3 hours per case for warranty claims or up to 6 hours per case for contract disputes.
While rare, cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&H will bill hourly per each re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing	Hourly, up to 4 hours per case for re-bid process and up to 4 hours per case for each additional needed loan closing and/or additional loan closing documents.

Exclusions:

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

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

For services rendered by the Consultant in 2023 (Year 2), the Consultant shall be compensated as follows:

ADMINISTRATIVE AGENT GENERAL SERVICES (Payable by Oceanport)	
1. Day-to-Day Administrative Agent Services	Not to exceed \$6,200 billed at an hourly rate of \$144 per hour for senior staff, and \$98 per hour for all other staff
2. Administrative Agent Resale Fee	\$2,000 flat fee payable by Oceanport for each sale unit when home gets listed for sale A fee of 3% of the resale price will be paid from the seller at the closing to CGP&H.
3. Reimbursable Expenses	Up to \$200 per year.
4. Additional Advisory Services as requested by the Borough	Billed hourly at a rate of \$144 per hour for licensed professional planners and \$98 per hour for all other staff. Budget will depend on the breadth and scope of the services required by the Borough. CGP&H will not bill for any time under this line item without written authorization from the Borough.
Total Paid by Oceanport	Not-to-exceed \$8,400 in the contract year if 1 unit is listed for sale

- 1. Day-to-Day Administrative Agent Services:** This includes creating and/or updating the Administrative Agent Operating Manual, and Affirmative Marketing Plan, if required. This also includes responding to general affordable housing inquiries, affirmative marketing, foreclosure prevention activities, and annual mailings to homeowners as well as preparing intent-to-sell packages and annual unit monitoring reports. It also includes advising Oceanport on affordable housing requirements for new developments. CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that all other administrative agents administering affordable housing units in the municipality are meeting the regulations until further direction is provided by the State of New Jersey.
- 2. Administrative Agent Resale Fee:** CGP&H will facilitate the resale of any affordable sales unit that is put up for sale by its current owner. The fees are all-inclusive of the services required to sell an affordable unit, including: certifying a buying household(s) as eligible, sending potential purchasers to the unit, facilitating an agreement between buyer and seller, and preparing and filing closing documents. The flat fee that is paid by Oceanport will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale or should the unit not go to closing, this flat fee is still applicable and will not be returned or cancelled.
- 3. Reimbursable Expenses:** Direct costs include annual mailings to homeowners and regional mailings conducted as part of required affirmative marketing. Excluded from this line item budget is the cost for mailings needed if the prior administrative agent is not able to provide CGP&H with emails for applicants on a waiting list or current affordable homeowners and renters, which will be paid by the Borough.

4. **Additional Advisory Services as requested by the Borough:** These include special projects outside the scope of general administration including, but not limited to trust fund monitoring, mid-point review, and CTM entry of trust fund or unit information, group home research to document creditworthiness, or other special projects such as extension of controls or implementing an affordability assistance program. CGP&H will not bill for any time under these services without written authorization from the Borough.

RENTAL & OWNERSHIP FEES PAID BY Developer/Landlord/Homeowner		
1. Rental Fees	Flat fee of \$900/rental certification. No charge for applicants found to be ineligible. <i>No charge to prescreen applicants and referring as many applicants to landlord as needed to fill each vacancy</i>	Developer/Landlord pays fee. <i>Oceanport will help facilitate CGP&H going under contract with developers.</i> <i>Oceanport may pay this fee if Developer will not contract with CGP&H.</i>
2. Waiting List Management Fee	\$30 per deed restricted unit annual fee payable upon commencement of affirmative marketing. Minimum fee of \$300 annually.	Developer/Landlord pays fee
3. Lease Renewal Fee	\$30 per lease renewal	Developer/Landlord pays fee
4. Ownership Fee: Resales	3% of the sale price of the home or minimum of \$2,500.	Homeowner pays fee. <i>Oceanport will pay difference between 3% resale fee and minimum of \$2,500 if fee paid by owner is less than \$2,500.</i>
5. Ownership Fee: Refinance Requests	\$175 flat fee to process request	Homeowner pays fee
6. Ownership Fee: New Development	CGP&H will charge a fee of \$2,000 per sale unit. \$1,000 will be billed at the time each home goes under contract and \$1,000 will be billed at closing. In the event that a buyer goes under contract and does not close, the first \$1,000 payment would not be returned.	Developer/Landlord pays fee
7. Setup of New Projects	10 units or less: \$1,000 per new development Over 10 units: \$2,000 per new development	Developer/Landlord pays fee
Cost to Oceanport for these services	\$0.00 anticipated cost to Oceanport.	

1. **Rental Fees:** CGP&H will contact the next applicant on the waiting list to prescreen them for eligibility, refer them to the landlord, and invite them to submit a full application. CGP&H will collect and review documentation from the applicant households to determine their eligibility. Eligibility determination fees do not include credit or background checks, which are generally done by the landlord. The Developer/Landlord may pay rental certification fees.

2. **Waiting List Management Fee:** The waiting list management fee will allow us to maintain the waiting list on our web-based Affordable Homes New Jersey Profile (affordablehomesnewjersey.com). This unique online system provides around-the-clock, user-friendly and robust online tools for applicants, while also increasing our turnaround times. After initial lease-up, all applicants will be required to update their information annually.
3. **Lease Renewal Fee:** CGP&H will advise the Developer of the maximum rental amount before each new lease is executed and we will review all executed leases and maintain copies in our files, as required by UHAC.
4. **Ownership Fee: Resales:** CGP&H will charge the seller a fee as a percent of the sales price to refer interested buyers, coordinate with both the seller and all interested applicants throughout the duration of the sale process, income certify prospective buyers, prepare the closing documents, attend closings whenever required, and perform other duties related to the closing. This fee is paid by the owner directly to CGP&H at closing. In the unusual event where the sale fee comes in less than the minimum, CGP&H will be paid the difference by the municipality.
5. **Ownership Fee: Refinance Requests:** CGP&H charges existing homeowners a fee per request to process requests for subordination or home equity loans. This fee will be paid by the homeowner requesting the review.
6. **Ownership Fee: New Development:** After random selection is completed, CGP&H will process the pre-applications, screen pre-applicants, and refer eligible households to the developer, income certify all buyers, coordinate with mortgage providers, and prepare affordable housing related closing documents for the project.
7. **Setup of New Projects:** CGP&H will charge new developers a flat fee for project set-up activities. This includes pricing of units, preparation of deed restriction, affirmative marketing, and all other set-up activities.

A. Housing Rehabilitation Program Administrative Services

1. Ongoing Day-to-Day Program Administration	Billed hourly at blended rate of \$120 per hour. Not to exceed \$4,100 per contract year.
2. Direct Costs	Reimbursement for expenses. Not to exceed \$300 per contract year.
3. Additional services as requested	Billed hourly at blended rate of \$120 per hour. Budget for these services will depend on scope of additional services requested by Oceanport. CGP&H will not bill any time towards this line item without written authorization from the Borough.
Total Paid by Oceanport Borough	Not-to-exceed \$4,400 in the contract year

- A1. Ongoing Day-to-Day Program Administration:** includes but is not limited to maintaining a waiting list of interested residents; ongoing owner outreach efforts, reviewing homeowner pre-applications to determine initial eligibility, reporting, ongoing updates to program forms as needed and all other Housing Rehabilitation administrative tasks.
- A2. Shared Services:** This includes contractor outreach, intake of new interested contractors' applications, qualifying new contractors, maintaining contractor database and individual records, updates to rehab work specifications templates and compliance research.
- A3. Direct Costs:** this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs; postage; mailings; poster production; expedited mailings or messenger services, etc.

B. Housing Rehabilitation Program Case Management

1. Milestone 1: Eligibility Determination	Flat fee of \$1,200 payable upon certification of applicant's eligibility. Discounted flat fee of \$850 for each additional unit within a multi-family dwelling.
2. Milestone 2: Loan Closing	Flat fee of \$3,000 payable upon execution of construction documents. Discounted flat fee of \$1,250 for each additional unit within a multi-family dwelling.
3. Milestone 3: Final Inspection	Flat fee of \$1,800 payable upon satisfactory final inspection. Discounted flat fee of \$900 for each additional unit within a multi-family dwelling.
4. Title Search Fee	\$98 per property
5. Subordination Requests	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.
Total Paid by Oceanport Borough	Estimated not-to-exceed \$6,098 assuming no more than 1 case is completed in the contract year.

- B1. Milestone 1: Eligibility Determination:** this includes the introductory setup of a case through the processing of applications and determining the applicant's eligibility for the program.
- B2. Milestone 2: Loan Closing:** this includes comprehensive inspection of home to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by homeowner; preparing bid documents for contractors to bid; review of bids received, preparing contractor contracts and homeowner agreements with the Municipality, and preconstruction meeting/contract signing/loan closing.
- B3. Milestone 3: Final Inspection:** this includes working with contractors and homeowners throughout construction to finalize the rehabilitation work, troubleshooting any difficulties that arise, progress inspections, and case closeout.
- B4. Title Search Fee:** Per property title search fee to confirm ownership and property liens.
- B5. Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period. The homeowner will be charged a flat fee per request.

Lead Risk Assessment and Testing Services (if requested by Borough)

1. Lead Risk Assessment and Report	Flat fee of \$550 per unit (includes dust wipes and soil sample as needed)
2. Lead Clearance Testing	Flat fee of \$300 per unit.
3. Direct Costs for Lead Clearance Lab Tests	Flat fee of \$15 per dust wipe and soil sample

- 1. Lead Risk Assessment and Report:** Only applicable to houses built prior to 1978.
- 2. Lead Clearance Testing:** Only necessary if lead risk assessment findings have actionable lead level.
- 3. Direct Costs for Lead Clearance Lab Tests:** Per each dust wipe and soil sampling needed for an applicable property lead clearance. Typically, no more than 9 samples per lead clearance. This price includes shipping from the lab.

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

Circumstance	Contractor Penalty
1. Failed Final Inspection	\$375 per failed inspection paid by the contractor directly to CGP&H. \$250 plus additional dust wipes (\$15 each) for repeat lead clearance if needed.
2. Unjustified Construction Delays	\$50 per day paid by the contractor directly to CGP&H.

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

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

Additional Housing Rehabilitation Services, as Needed	Fee
Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.	Hourly per case up to milestone cap.
For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&H will bill hourly for all work required to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures. *Municipality has the option to pass on this additional cost to the owner.	Hourly, up to 3 hours per case for compliance items*
If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&H will be required to reverify household income. Re-verification of income will be billed hourly. *Municipality has the option to pass on this additional cost to the owner.	Hourly, up to 5 hours per re-verification of income*
On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&H will bill hourly up to the limit per case (see right) for initial research to determine if partnering source is an option for the particular case, and if so, then coordination of same with secondary funding source. If more time beyond the limit per case is needed to finalize the partnering of funds to bring the unit up to code to obtain State credit for that unit, CGP&H will not continue without additional direct written authorization from the Municipality.	Hourly, up to 3 hours per case for initial research and coordination of partnering funds
While extremely rare, if during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention by CGP&H, this work will only proceed upon written authorization from the municipality and will be conducted at our regular hourly rates. When a program participant or contractor contacts CGP&H directly, CGP&H can bill additional hours to attempt to resolve it expediently, prior to seeking written authorization from the municipality.	Hourly, up to 3 hours per case for warranty claims or up to 6 hours per case for contract disputes.
While rare, cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&H will bill hourly per each re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing	Hourly, up to 4 hours per case for re-bid process and up to 4 hours per case for each additional needed loan closing and/or additional loan closing documents.

Exclusions:

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

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

SCHEDULE B

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

COMPANY CGP&H, LLC

SIGNATURE _____

TITLE PRESIDENT

DATE _____

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

APPOINTING

Resolution

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

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

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

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

WHEREAS, funds shall be made available for the stated purpose in the 2022 municipal budget subject to adoption of the 2022 budget.

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

Section 1. Acacia Financial Group, Inc., Mount Laurel, New Jersey is hereby appointed as financial advisor to the Borough of Oceanport for the period through December 31, 2022.

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

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

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

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

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify sufficient funds are available for the stated purpose in the 2022 municipal budget subject to adoption of the 2022 budget.


Catherine D. LaPorta, CFO

**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, 2021, be hereby acknowledged and accepted as submitted.

**TAX COLLECTION OFFICE
FOR THE YEAR ENDING DECEMBER 31, 2021**

Monmouth Alliance-In Lieu of Taxes	\$	4,820.00
Oceanport Assoc-In Lieu of Taxes		183,585.73
Return Check Fee		140.00
Interest		51,959.73
2022 Taxes Prepaid		344,599.32
2021 Taxes		26,266,479.83
2020 Taxes		217,902.56
2019 Taxes		0.94
Duplicate Bills		
Cost of Advertising (including TWRWA)		562.50
Outside Liens Redeemed		89,429.93
Premium Collected from Tax Sale		46,500.00
6% Penalty		3,727.61
Due to TRWRA		2,778.23
Total	\$	27,212,486.38

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF SPECIAL PROJECTS ENGINEER(S) FOR THE PERIOD
JANUARY 1, 2022 TO DECEMBER 31, 2022**

Resolution

WHEREAS, the Borough of Oceanport has a need to retain professional engineering services in connection with various special projects being considered for CY2022; and

WHEREAS, a determination has been made by the Borough that the value of the services will exceed \$17,500.00.

WHEREAS, these contracts constitute a "Professional Service" contract under the provisions of the Local Public Contracts Law because the service is a recognized profession, licensed and regulated by the State of New Jersey, and therefore, may be awarded without competitive bidding pursuant to N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, this professional services contract was advertised under the Fair & Open Contracting Requirements pursuant to N.J.S.A.19:44A:20.4.5; and

WHEREAS, the Borough received five (5) formal written responses to the Borough's Request for Qualifications/Proposals for the aforesaid professional engineering services and are qualified, ready and able to provide said services; and

WHEREAS, the Borough of Oceanport desires to appoint all five firms as Borough Special Project Engineers for the period commencing January 1, 2022 and ending December 31, 2022, and

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

1. That the Mayor and Borough Clerk are authorized to execute contracts with the following firms appointed for professional engineering services as Special Project Engineers, for the period commencing January 1, 2022 and ending December 31, 2022, in accordance with their Response to the Borough's Request for Qualifications/Proposals and on an as-needed basis.
 - a. **Colliers Engineering & Design, 331 Newman Springs Road #203, Red Bank, NJ 07701**
 - b. **ENGenuity Infrastructure, 12 Broad St., Ste 203, Red Bank, NJ 07701**
 - c. **Van Cleef Engineering, 1705 Route 37 East, Toms River, NJ 08753**
 - d. **Suburban Consulting Engineers, 2430 Highway 34, Building A, Wall, NJ 08736**
 - e. **T&M Associates, 11 Tindall Road, Middletown, NJ 07748**
2. Contracts shall be open-ended contracts pursuant to N.J.A.C. 5:34-5.2 (B) contingent upon the availability of funds in the budget year with no firm quantities being guaranteed. Funds will be certified and encumbered by individual purchase order prior to each request for service.
3. This appointment is made without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because the service is a recognized profession, licensed and regulated by the State of New Jersey, and bids are not required as per N.J.S.A. 40A:11-1, et seq.

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 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 ~~\$1,789.00~~ \$2,146.00.

§ 115-8. Fee for retail distribution license.

The annual license fee for plenary retail distribution licenses shall be and is hereby fixed at ~~\$1,072.00~~ \$1,286.00.

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:

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: February 3, 2022

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING THE BOROUGH'S LAND DEVELOPMENT ORDINANCE TO AUTHORIZE AND ENCOURAGING ELECTRIC VEHICLE SUPPLY/SERVICE EQUIPMENT (EVSE) & MAKE-READY PARKING SPACES

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AUTHORIZING ELECTRIC VEHICLE SUPPLY/SERVICE EQUIPMENT (EVSE) & MAKE-READY PARKING SPACES

This Ordinance sets forth procedures for the installation of Electric Vehicle Supply/Service Equipment (EVSE) and Make-Ready parking spaces and establishes associated regulations and other standards within the BOROUGH OF OCEANPORT IN THE COUNTY OF MONMOUTH.

WHEREAS, supporting the transition to electric vehicles contributes to the Borough of Oceanport's commitment to sustainability and is in the best interest of public welfare; and

WHEREAS, installation of EVSE and Make-Ready parking spaces encourages electric vehicle adoption; and

WHEREAS, the Borough of Oceanport encourages increased installation of EVSE and Make Ready parking spaces;
and

WHEREAS, adoption of this ordinance supports the State of New Jersey's goals to reduce air pollutants and greenhouse gas emissions from the transportation sector as outlined and supported by various programs related to NJ's 2019 Energy Master Plan, Global Warming Response Act (P.L.2007, c.112 (C.26:2C-37 et al.)), and EV Law (P.L. 2019, c. 362);
and

WHEREAS, P.L. 2021, c.171, which Governor Murphy signed into law on July 9, 2021, requires EVSE and Make-Ready parking spaces be designated as a permitted accessory use in all zoning or use districts and establishes associated installation and parking requirements; and

WHEREAS, adoption of this ordinance will support the Master Plan of the Borough of Oceanport adopted in concurrence with P.L. 1975 c. 291, s. 1 eff. Aug. 1, 1976, and is consistent with goals of the Master Plan as well as the land use, circulation, and other elements of the Master Plan; and

WHEREAS, in order to comply with the EV Law (P.L. 2019, c. 362) the Borough of Oceanport is amending the Borough's Land Development Ordinance to establish standards and regulations for the safe and efficient installation of EVSE and Make-Ready parking spaces at appropriate locations.

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

FIRST: ELECTRIC VEHICLE SUPPLY/SERVICE EQUIPMENT

A. Purpose

The purpose of this ordinance is to promote and encourage the use of electric vehicles by requiring the safe and efficient installation of EVSE and Make-Ready parking spaces through municipal parking regulations and other standards. EVSE and Make-Ready parking spaces will support the State's transition to an electric transportation sector, reducing automobile air pollution, greenhouse gas emissions, and storm water runoff contaminants. The goals are to:

1. Provide adequate and convenient EVSE and Make-Ready parking spaces to serve the needs of the traveling public.

2. Provide opportunities for residents to have safe and efficient personal EVSE located at or near their place of residence.
3. Provide the opportunity for non-residential uses to supply EVSE to their customers and employees.
4. Create standard criteria to encourage and promote safe, efficient, and cost-effective electric vehicle charging opportunities in all zones and settings for convenience of service to those that use electric vehicles.

B. Definitions

Certificate of occupancy: The certificate provided for in N.J.A.C. 5:23-2, indicating that the construction authorized by the construction permit has been completed in accordance with the construction permit, the act and the regulations. See "State Uniform Construction Code Act," P.L.1975, c.217 (C.52:27D-119 et seq.) and regulations adopted pursuant thereto.

Charging Level: The amount of voltage provided to charge an electric vehicle varies depending on the type of EVSE as follows:

1. Level 1 operates on a fifteen (15) to twenty (20) amp breaker on a one hundred twenty (120) volt AC circuit.
2. Level 2 operates on a forty (40) to one hundred (100) amp breaker on a two hundred eight (208) or two hundred forty (240) volt AC circuit.
3. Direct-current fast charger (DCFC) operates on a sixty (60) amp or higher breaker on a four hundred eighty (480) volt or higher three phase circuit with special grounding equipment. DCFC stations can also be referred to as rapid charging stations that are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

Electric vehicle: Any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; and operates either partially or exclusively using an electric motor powered by an externally charged on-board battery.

Electric Vehicle Supply/Service Equipment or (EVSE): The equipment, including the cables, cords, conductors, connectors, couplers, enclosures, attachment plugs, power outlets, power electronics, transformer, switchgear, switches and controls, network interfaces, point of sale equipment, and associated apparatus designed and used for the purpose of transferring energy from the electric supply system to a plug-in electric vehicle. "EVSE" may deliver either alternating current or, consistent with fast charging equipment standards, direct current electricity. "EVSE" is synonymous with "electric vehicle charging station." **{Note: Definition is directly from legislation and cannot be changed.}**

Make-Ready Parking Space: means the pre-wiring of electrical infrastructure at a parking space, or set of parking spaces, to facilitate easy and cost-efficient future installation of Electric Vehicle Supply Equipment or Electric Vehicle Service Equipment, including, but not limited to, Level Two EVSE and direct current fast chargers. Make Ready includes expenses related to service panels, junction boxes, conduit, wiring, and other components necessary to make a particular location able to accommodate Electric Vehicle Supply Equipment or Electric Vehicle Service Equipment on a "plug and play" basis. "Make-Ready" is synonymous with the term "charger ready," as used in P.L.2019, c.362 (C.48:25-1 et al.). **{Note: Definition is directly from legislation and cannot be changed.}**

Private EVSE: EVSE that has restricted access to specific users (e.g., single and two-family homes, executive parking fleet parking with no access to the general public).

Publicly-accessible EVSE: EVSE that is publicly available (e.g., park & ride, public parking lots and garages, on-street parking, shopping center parking, non-reserved parking in multi-family parking lots, etc.).

C. Approvals and Permits

{Note: Section C. of the model ordinance is mandatory and may not be altered.}

1. An application for development submitted solely for the installation of EVSE or Make-Ready parking spaces shall be considered a permitted accessory use and permitted accessory structure in all zoning or use districts and shall not require a variance pursuant to C.40:55D-70.
2. EVSE and Make-Ready Parking Spaces installed pursuant to Section D. below in development applications that are subject to site plan approval are considered a permitted accessory use as described in 1. above.
3. All EVSE and Make-Ready parking spaces shall be subject to applicable local and/or Department of Community Affairs permit and inspection requirements.
4. The Zoning Officer and Borough Engineer shall enforce all signage and installation requirements described in this ordinance. Failure to meet the requirements in this ordinance shall be subject to the same enforcement and penalty provisions as other violations of the Borough of Oceanport's land use regulations.
5. An application for development for the installation of EVSE or Make-Ready spaces at an existing gasoline service station, an existing retail establishment, or any other existing building shall not be subject to site plan or other land use board review, shall not require variance relief pursuant to C.40:55D-1 et seq. or any other law, rule, or regulation, and shall be approved through the issuance of a zoning permit by the administrative officer, provided the application meets the following requirements:
 - a. the proposed installation does not violate bulk requirements applicable to the property or the conditions of the original final approval of the site plan or subsequent approvals for the existing gasoline service station, retail establishment, or other existing building;
 - b. all other conditions of prior approvals for the gasoline service station, the existing retail establishment, or any other existing building continue to be met; and
 - c. the proposed installation complies with the construction codes adopted in or promulgated pursuant to the "State Uniform Construction Code Act," P.L.1975, c.217 (C.52:27D-119 et seq.), any safety standards concerning the installation, and any State rule or regulation concerning electric vehicle charging stations.
6. An application pursuant to Section 5. above shall be deemed complete if:
 - a. the application, including the permit fee and all necessary documentation, is determined to be complete,
 - b. a notice of incompleteness is not provided within 20 days after the filing of the application, or
 - c. a one-time written correction notice is not issued by the Zoning Officer within 20 days after filing of the application detailing all deficiencies in the application and identifying any additional information explicitly necessary to complete a review of the permit application.
7. EVSE and Make-Ready parking spaces installed at a gasoline service station, an existing retail establishment, or any other existing building shall be subject to applicable local and/or Department of Community Affairs inspection requirements.
8. A permitting application solely for the installation of electric vehicle supply equipment permitted as an accessory use shall not be subject to review based on parking requirements.

D. Requirements for New Installation of EVSE and Make-Ready Parking Spaces

{Note: Section D of the model ordinance is mandatory and may not be altered.}

1. As a condition of preliminary site plan approval, for each application involving a multiple dwelling with five or more units of dwelling space, which shall include a multiple dwelling that is held under a condominium or cooperative form of ownership, a mutual housing corporation, or a mixed-use development, the developer or owner, as applicable, shall:

- a. prepare as Make-Ready parking spaces at least 15 percent of the required off-street parking spaces, and install EVSE in at least one-third of the 15 percent of Make-Ready parking spaces;
 - b. within three years following the date of the issuance of the certificate of occupancy, install EVSE in an additional one-third of the original 15 percent of Make-Ready parking spaces; and
 - c. within six years following the date of the issuance of the certificate of occupancy, install EVSE in the final one-third of the original 15 percent of Make-Ready parking spaces.
 - d. Throughout the installation of EVSE in the Make-Ready parking spaces, at least five percent of the electric vehicle supply equipment shall be accessible for people with disabilities.
 - e. Nothing in this subsection shall be construed to restrict the ability to install electric vehicle supply equipment or Make-Ready parking spaces at a faster or more expansive rate than as required above.
2. As a condition of preliminary site plan approval, each application involving a parking lot or garage not covered in 1. above shall:
- a. Install at least one Make-Ready parking space if there will be 50 or fewer off-street parking spaces.
 - b. Install at least two Make-Ready parking spaces if there will be 51 to 75 off-street parking spaces.
 - c. Install at least three Make-Ready parking spaces if there will be 76 to 100 off-street parking spaces.
 - d. Install at least four Make-Ready parking spaces, at least one of which shall be accessible for people with disabilities, if there will be 101 to 150 off-street parking spaces.
 - e. Install at least four percent of the total parking spaces as Make-Ready parking spaces, at least five percent of which shall be accessible for people with disabilities, if there will be more than 150 off-street parking spaces.
 - f. In lieu of installing Make-Ready parking spaces, a parking lot or garage may install EVSE to satisfy the requirements of this subsection.
 - g. Nothing in this subsection shall be construed to restrict the ability to install electric vehicle supply equipment or Make-Ready parking spaces at a faster or more expansive rate than as required above.
 - f. Notwithstanding the provisions of Section E above, a retailer that provides 25 or fewer off-street parking spaces or the developer or owner of a single-family home shall not be required to provide or install any electric vehicle supply equipment or Make-Ready parking spaces.

E. Minimum Parking Requirements

{Note: Section E of the model ordinance is mandatory and may not be altered. }

1. All parking spaces with EVSE and Make-Ready equipment shall be included in the calculation of minimum required parking spaces, pursuant to ***{Section number for Parking Requirements}*** _____.
2. A parking space prepared with EVSE or Make-Ready equipment shall count as at least two parking spaces for the purpose of complying with a minimum parking space requirement. This shall result in a reduction of no more than 10 percent of the total required parking.
3. All parking space calculations for EVSE and Make-Ready equipment shall be rounded up to the next full parking space.
4. Additional installation of EVSE and Make-Ready parking spaces above what is required in Section D. above may be encouraged, but shall not be required in development projects.

F. Reasonable Standards for All New EVSE and Make-Ready Parking Spaces

{Note: Municipalities may deviate from the reasonable standards set forth in Section F to address installation, sightline, and setback requirements or other health- and safety-related specifications for EVSE and Make-Ready

parking spaces. Nothing in this section of the ordinance shall be deemed to authorize a municipality to require site plan review by a municipal agency solely for the installation of EVSE or Make-Ready parking spaces.

1. Location and layout of EVSE and Make-Ready parking spaces is expected to vary based on the design and use of the primary parking area. It is expected flexibility will be required to provide the most convenient and functional service to users. Standards and criteria should be considered guidelines and flexibility should be allowed when alternatives can better achieve objectives for provision of this service.
2. Installation:
 - a. Installation of EVSE and Make-Ready parking spaces shall meet the electrical subcode of the Uniform Construction Code, N.J.A.C. 5:23-3.16.
 - b. Each EVSE or Make-Ready parking space that is not accessible for people with disabilities shall be not less than 9 feet wide or 18 feet in length. Exceptions may be made for existing parking spaces or parking spaces that were part of an application that received prior site plan approval.
 - c. To the extent practical, the location of accessible parking spaces for people with disabilities with EVSE and Make Ready equipment shall comply with the general accessibility requirements of the Uniform Construction Code, N.J.A.C. 5:23, and other applicable accessibility standards.
 - d. Each EVSE or Make-Ready parking space that is accessible for people with disabilities shall comply with the sizing of accessible parking space requirements in the Uniform Construction Code, N.J.A.C. 5:23, and other applicable accessibility standards.
3. EVSE Parking:
 - a. Publicly-accessible EVSE shall be reserved for parking and charging electric vehicles only. Electric vehicles shall be connected to the EVSE. ***{Note: The use of time limits is optional and shall be determined by the owner.}***
 - b. Electric vehicles may be parked in any parking space designated for parking, subject to the restrictions that would apply to any other vehicle that would park in that space.
 - c. Public Parking. Pursuant to NJSA 40:48-2, publicly-accessible EVSE parking spaces shall be monitored by the municipality's police department and enforced in the same manner as any other parking. It shall be a violation of this Section to park or stand a non-electric vehicle in such a space, or to park an electric vehicle in such a space when it is not connected to the EVSE. Any non-electric vehicle parked or standing in a EVSE parking space or any electric vehicle parked and not connected to the EVSE shall be is subject to fine and/or impoundment of the offending vehicle as described in the general penalty provisions of the Borough's Code. Signage indicating the penalties for violations shall comply with Section 5. below. Any vehicle parked in such a space shall make the appropriate payment for the space and observe the time limit for the underlying parking area, if applicable.
{Note: Municipalities may establish alternative penalties than those listed above by ordinance.}
{Note: Municipality may put the locations of the publicly-accessible, municipally-owned EVSE parking spaces in this ordinance and the fees associated with charging/parking at those spaces. See Section 6. below for Usage Fees.}
 - d. Private Parking. The use of EVSE shall be monitored by the property owner or designee.
4. Safety
 - a. Each publicly-accessible EVSE shall be located at a parking space that is designated for electric vehicles only and identified by green painted pavement and/or curb markings, a green painted charging pictograph symbol, and appropriate signage pursuant to Section 5. below.
 - b. Where EVSE is installed, adequate site lighting and landscaping shall be provided in accordance with the Borough of Oceanport's ordinances and regulations.
 - c. Adequate EVSE protection such as concrete-filled steel bollards shall be used for publicly-accessible EVSE. Non-mountable curbing may be used in lieu of bollards if the EVSE is setback a minimum of 24 inches from the face of the curb. Any stand-alone EVSE bollards should be 3 to 4-feet high with concrete footings placed to protect the EVSE from accidental impact and to prevent damage from equipment used for snow removal.

- d. EVSE outlets and connector devices shall be no less than 36 inches and no higher than 48 inches from the ground or pavement surface where mounted, and shall contain a cord management system as described in e. below. Equipment mounted on pedestals, lighting posts, bollards, or other devices shall be designated and located as to not impede pedestrian travel, create trip hazards on sidewalks, or impede snow removal.
- e. Each EVSE shall incorporate a cord management system or method to minimize the potential for cable entanglement, user injury, or connector damage. Cords shall be retractable or have a place to hang the connector and cord a safe and sufficient distance above the ground or pavement surface. Any cords connecting the charger to a vehicle shall be configured so that they do not cross a driveway, sidewalk, or passenger unloading area.
- f. Where EVSE is provided within a pedestrian circulation area, such as a sidewalk or other accessible route to a building entrance, the EVSE shall be located so as not to interfere with accessibility requirements of the Uniform Construction Code, N.J.A.C. 5:23, and other applicable accessibility standards.
- g. Publicly-accessible EVSEs shall be maintained in all respects, including the functioning of the equipment. A 24-hour on-call contact shall be provided on the equipment for reporting problems with the equipment or access to it. To allow for maintenance and notification, the Borough of Oceanport shall require the owners/designee of publicly-accessible EVSE to provide information on the EVSE's geographic location, date of installation, equipment type and model, and owner contact information.

5. Signs

- a. Publicly-accessible EVSE shall have posted regulatory signs, as identified in this section, allowing only charging electric vehicles to park in such spaces. For purposes of this section, "charging" means that an electric vehicle is parked at an EVSE and is connected to the EVSE. If time limits or vehicle removal provisions are to be enforced, regulatory signs including parking restrictions shall be installed immediately adjacent to, and visible from the EVSE. For private EVSE, installation of signs and sign text is at the discretion of the owner.
- b. All regulatory signs shall comply with visibility, legibility, size, shape, color, and reflectivity requirements contained within the Federal Manual on Uniform Traffic Control Devices as published by the Federal Highway Administration.
- c. Wayfinding or directional signs, if necessary, shall be permitting at appropriate decision points to effectively guide motorists to the EVSE parking space(s). Wayfinding or directional signage shall be placed in a manner that shall not interfere with any parking space, drive lane, or exit and shall comply with b. above.
- d. In addition to the signage described above, the following information shall be available on the EVSE or posted at or adjacent to all publicly-accessible EVSE parking spaces:
 - 1) Hour of operations and/or time limits if time limits or tow-away provisions are to be enforced by the municipality or owner/designee;
 - 2) Usage fees and parking fees, if applicable; and
 - 3) Contact information (telephone number) for reporting when the equipment is not operating or other problems.

6. Usage Fees

- a. For publicly-accessible municipal EVSE **{Optional}**: In addition to any parking fees, the fee to use parking spaces within the municipality identified as EVSE spaces shall be _____ for each hour that the electric vehicle is connected to the EVSE **{or per kWh}**.
- b. This fee may be amended by a resolution adopted by the governing body.
- c. Private EVSE: Nothing in this ordinance shall be deemed to preclude a private owner/designee of an EVSE from collecting a fee for the use of the EVSE, in accordance with applicable State and Federal regulations. Fees shall be available on the EVSE or posted at or adjacent to the EVSE parking space.

SECOND: SEVERABILITY

If any section, paragraph, clause, or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

THIRD: REPEAL OF PRIOR ORDINANCES

All ordinances or parts of ordinances inconsistent with or in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

FOURTH: EFFECTIVE DATE

This ordinance shall take effect after final passage and publication as provided by law.

APPROVED ON FIRST READING

DATED:

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: February 3, 2022

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor



Office of the Fire Marshal

Borough of Oceanport
910 Oceanport Way / PO Box 370
Oceanport NJ 07757
732-222-8221 ext 1025
tgriffin@oceanportboro.com



January 26, 2022

Mayor Coffey
910 Oceanport Way
Oceanport, NJ 07757
Re: 2021 Fire Prevention

Dear Mayor:

I would like to first thank yourself and the council for giving me the opportunity to work in the Borough, I listed below a year end report of the Fire Prevention Bureau for 2021. If you have any questions or concerns, please don't hesitate to contact me.

2021 Inspections:

Life Hazards: 38 Total 34 Certifications Issued 4 have current extension approvals

Non Life Hazards: 68 Total 62 Certifications Issued 5 have current extension approvals

Permits: 10 Individual Permits issued throughout 2021

Violations issued: 263 Violations

Penalty Money: \$5,700 collected with \$2,850 in the regular account and \$2,850 in the dedicated account

Smoke Detectors: Since 10/20/21 24 Inspections / Certificates Completed

2021 Fees: Detectors: \$1,743 Late Fee: \$100 Non-Life Hazard \$3,739 Permits \$916

Respectfully:

Timothy P Griffin

Chief of Fire Prevention

Cc:
BA Phelps
BC Smith

**BOROUGH OF OCEANPORT****MAYOR & COUNCIL****MINUTES • JANUARY 20, 2022****Regular Meeting****Clement V. Sommers Municipal Building****7:00 PM****910 Oceanport Way, Oceanport, NJ 07757**

- I. **Call to Order:** Mayor Coffey called the meeting to order at 7:00 PM
- II. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 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:** Mayor Coffey led attendees and the members of Council in the flag salute.

IV. Roll Call:

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

- V. **GUEST: FMERA Staff Monthly Update:** Mayor Coffey provided updates on Fort Monmouth redevelopment including an amendment to the mega parcel RFOTP to include the bowling alley parcel which will push back the receive date in late May. FMERA had a \$11.2 million profit in 2021 due to sales with upcoming closings on Allison Hall parcel. The mega parcel RFOTP will complete the sale of available parcels with the exception of the nursing quarters.
- VI. **Administrators Report:** Ms. Phelps reported on items including renewal of the shared court services agreement with Sea Bright; update on curbing and sidewalk replacement on Oceanport Ave by the track – County said no but suggested doing a joint application using the sports wagering money, cost estimate was \$115,000 with \$155,000 available in the sports wagering fund, she asked County to split the cost so they would like more information, discussed approaching track to share in the cost as well; receipt of JIF dividend for \$16,076; MC Health Dept inspection of the First Aid building found no violations when assessing compliance with the Governor's Executive Order #192; Shore Regional student transportation agreement for 2021-2022; contract expiring for Administrative Agent for affordable housing program and recommends reappointment of CGP&H for a period longer than 12 months – they do a great job
- VII. **Clerk's Report:** Ms. Smith reported that credit card payments are in place and are active for pet licensing and will phase in other departments.
- VIII. **Consent Agenda**
#2022-39 1. Resolution authorizing payment of BILL LIST 01-20-2022
2. Receipt and Acceptance of Minutes, Parks & Recreation Committee, 12/15/2021
3. Receipt and Acceptance of Minutes, Parks & Recreation Committee, 11/10/2021
4. Receipt and Acceptance of Minutes, Parks & Recreation Committee, 10/13/2021

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

- IX. **Resolutions:**
#2022-40 Resolution authorizing Contract for Cleaning Services for 2022

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

#2022-41 Resolution authorizing 2020 Road Program Change Order #2

RESULT: ADOPTED [UNANIMOUS]
MOVER: Richard Gallo, Councilman
SECONDER: Michael O'Brien, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvr dik, Walker

#2022-42 Resolution promoting Brian Trivett to full time laborer for the Public Works Dept

RESULT: ADOPTED [UNANIMOUS]
MOVER: Richard Gallo, Councilman
SECONDER: Michael O'Brien, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvr dik, Walker

X. Minutes:

1. Mayor & Council - Workshop - Dec 2, 2021 7:00 PM

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

2. Mayor & Council - Regular Meeting - Dec 16, 2021 7:00 PM

RESULT: ACCEPTED [5 TO 0]
MOVER: Michael O'Brien, Councilman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Walker
ABSTAIN: Tvr dik

3. Mayor & Council - Reorganization Meeting - Jan 1, 2022 12:00 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Meghan Walker, Councilwoman
SECONDER: Michael O'Brien, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvr dik, Walker

XI. Committee Reports:

1. Councilman Deerin, Parks & Recreation – Councilman Deerin reported on the award from MC Open Space Grant Program with stipulations - reduced award amount for the pickleball courts and exclude the community garden. He recommends that the Borough still accept as DPW could handle much of the community garden project with the exception of water access which Mr. Briskey is looking at. Ms. Phelps commented that she is working with a resident who thinks there are volunteers that can also assist. Councilman Deerin also reported that the Recreation Committee would be moving forward with Action Camp this year and there are plans for 3 movies in the park this year.
2. Councilman Gallo, Public Works & Engineering – Councilman Gallo reported on meeting to review 2022 Road Program which would next be reviewed by the Finance Committee.

3. Councilman Keeshen, Public Safety – Councilman Keeshen reported that the fire department was conducting its annual training; First Aid 689 calls last year with 97% responded to by Oceanport; advised residents to remove vehicles from the streets during snowstorms for DPW plowing.
4. Councilman O'Brien, Finance & Administration – Councilman O'Brien reported that the 2022 budget process has begun, requests received and being reviewed from department heads; welcomed Brian Trivett to DPW full time; thanked Mayor and Council and staff on their thoughts at the passing of his father-in-law.
5. Councilman Tvrdik, Planning & Development – Councilman Tvrdik reported that Planning Board had held its Reorganization Meeting, thanked Chris Widdis for his years of service on the Board since the 80's and many of those years as Chairman, he'll continue to serve on the Board but has stepped down as Chairman as he'll be spending more time in Florida; welcomed Jim Whitson as new Chairman and Jack Kahle as Vice Chairman; application for Barker's Circle continuing this month and provided a description of the project before the Planning Board; demolition has begun at the lodging parcel on Fort Monmouth by Somerset Development; the final home sale closed at the former Borough Hall site; Community Garden has requested to place 2 urns outside front doors of Borough Hall which they will maintain with no objections.
6. Council President Walker, Health & Human Services - Council President Walker reported on attendance at the school's "roof topping" ceremony where the final steel beam was placed; progress continues on the improvements with a ribbon cutting ceremony for the new addition planned for Wolf Hill School; reported new members of the school board and its reorganization meeting; the Board President has requested to reopen the conversation about the shared services for grounds maintenance with DPW which will expire later this year in June.

XII. Mayor Coffey's Report: Mayor Coffey extended condolences for the loss of Pete Bova, a long time resident and former photographer for Fort Monmouth and used to work at Borough Hall, recently celebrated his 95th birthday; development at the Fort is flying now, the RFOTP for the mega parcel has been pushed back to May which leaves the nurses quarters; the Mayor is working with the State to address the 47 affordable units that would have been met from housing on the 400 area that will no longer take place with the mega parcel.

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

Matt Zieniowicz, 1215 Turf Drive, asked about FMERA not attending to provide report; Mayor Coffey updated him on the report from earlier in the meeting. Mr. Zieniowicz expressed concern that FMERA is still meeting virtually and the difficulties of being heard by that Board which limits public comment; concerned that Barker's Circle would be apartments – Mayor Coffey advised that had recently been modified to condos. There was an exchange regarding the history of the fort redevelopment process and the success that FMERA has had with the redevelopment as well as some of the pitfalls including how affordable unit obligations were mandated, the increased demand on Borough services.

Rosanne Letson, 52 Deer Path Court, Tinton Falls, asked if the credit card payment option would be available for sale of the historical committee's new book. Ms. Smith advised that there was not a process established for that but she would work with the CFO to put something in place in time for the book sales.

Jeffrey King, 24 Elizabeth Parkway, Eatontown, friends with Jeff Oakes family, petitioned the Council to rescind the ban on medical cannabis, and urged them to consider allowing a dispensary somewhere in town – on the fort or otherwise.

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

XIV. Adjournment: As there was no further business, the meeting was adjourned at 7:54 PM on a motion by Councilman Deerin, seconded by Councilman Gallo and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK