



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • JANUARY 7, 2021

Reorganization Meeting

REMOTE/VIRTUAL

7:00 PM

Municipal Building, 315 E. Main Street, Oceanport, NJ 07757

1. Meeting Called to Order

2. Statement of Compliance with the Open Public Meetings Act:

This meeting complies with the Open Public Meetings Act by adequate and electronic notification on December 29, 2020 of this virtual/remote meeting and its location, date and time to the Asbury Park Press, Two River Times and the Star Ledger and by the posting of same on the municipal bulletin board and Borough's Web Site. This meeting is also being broadcast on the Borough's Local Public Access Channel, Verizon FiOS Channel 28.

Members of the general public can register for meetings from the Borough website at www.oceanportboro.com by scrolling to the bottom of the homepage and clicking "REGISTER for Mayor & Council Virtual Meetings" on the left-hand side of the screen. Registering allows the general public to view and participate in meetings on their computers, smart phones and tablets. Once registered, members of the general public will be muted upon entry to a meeting. Registration allows a member of the general public to participate during the public portions of a meeting by using one of the following options:

1. Text. Once registered for and admitted to a meeting, members of the general public can text comments through the GotoWebinar application. These text comments will be read out loud by the Clerk during the livestream public portions of the meeting.
2. Raise Your Hand Feature. Once registered for and admitted to a meeting, members of the general public can use the GoToWebinar's "Raise Your Hand" icon to be acknowledged for an opportunity to speak. Once recognized and advised to speak, members of the general public may need to unmute themselves to participate in the meeting.

Whether registered or not, the general public can (a) e-mail questions or comments prior to or during the meeting to public.comments@oceanportboro.com or (b) call the Borough's Public Comments Line at (732)-272-8337. The Public Comments Line is only answered during the livestream broadcast of a meeting. A caller to the Public Comments Line must provide his or her name and address in order to participate in a meeting. Once this information is provided, callers will either be admitted to speak at the meeting immediately or they will be called back by the Borough at the appropriate or designated time so that they can speak. Speakers participating through the Public Comments Line will be placed on speaker and all comments made will be part of the digital record of the meeting.

The instructions for Public Participation in the Borough's meetings are also available on the Borough's website at www.oceanportboro.com.

3. Flag Salute

4. Invocation - Rev. Stacey Deerin

5. Clerk's Certificate of Election and Administration Oaths of Office to

Richard Gallo	COUNCILMAN	3-year term	Term Expiring 12/31/23
Bryan Keeshen	COUNCILMAN	3-year term	Term Expiring 12/31/23

6. Roll Call of the 2021 Governing Body

7. Mayor Coffey's Greeting

8. Election of Borough Council President

#2021-1 Resolution Electing Borough Council President

9. Borough Council Appointment of Class III Member to the Planning Board**#2021-2** Resolution appointing Class III Member to the Planning Board**10. Borough Council Adoption of 2021 ByLaws****#2021-3** Resolution adopting the Borough ByLaws for CY2021**11. Maqyor Coffey's Appointments for Council Standing Committees****#2021-4** Resolution appointing 2021 Borough Council Committees**12. Mayor Coffey's Appointments to the PLANNING BOARD:****BE IT RESOLVED** that Mayor Coffey makes the following appointments to the Planning Board:

Patricia Cooper	Class I	1yr Term
Robert Kleiberg	Class IV	4yr Term
Darren Davis	Class IV	4yr Term
John Kahle	Class IV	4yr Term
Michael Daley	Alternate I	2yr Term

The **PLANNING BOARD** is now composed of the following members:

Patricia Cooper	Class I	1yr Term expiring 12/31/21
Joseph Foster	Class II	3yr Term expiring 12/31/22
Christopher Widdis	Class IV	4yr Term expiring 12/31/23
Robert Kleiberg	Class IV	4yr Term expiring 12/31/24
Darren Davis	Class IV	4yr Term expiring 12/31/24
John Kahle	Class IV	4yr Term expiring 12/31/24
James Whitson	Class IV	4yr Term expiring 12/31/21
Michael Savarese	Class IV	4yr Term expiring 12/31/21
Michael Daley	Alternate I	2yr Term expiring 12/31/22
Jacob Rue	Alternate 2	2yr Term expiring 12/31/21

13. Mayor Coffey's Appointments to the FLOOD HAZARD MITIGATION and FLOOD PLAIN MANAGEMENT COMMITTEE

OEM Director Baldanza	Chairperson
Kevin Kubik	One year term
Bob Kelly	One year term

14. FIRST AID SQUAD 2021 Officers

The Mayor and Council recognize the following First Aid Officers for 2021.

1. Sergeant, Kelsey Bernaducci
2. 2nd Lieutenant, Frank Lippolis
3. 1st Lieutenant, Doris Agaman
4. Captain, Fred Filippone

15. FIRE DEPARTMENT 2021 Officers

The Mayor and Council recognize the following Fire Department Officers for 2021.

1. 2nd Assistant Chief, Thomas Gallo
2. 1st Assistant Chief, Francis Lippolis
3. CHIEF, Paul Van Brunt

16. Acknowledgment of Outgoing Chief Michael Lippolis**17. Resolutions**

- #2021-5 Resolution reappointing Catherine D. LaPorta as Chief Financial Officer
- #2021-6 Resolution appointing Tim Griffin as Fire Official
- #2021-7 Resolution appointing Tim Griffin as Housing Inspector

18. Consent Agenda

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

- #2021-8 Resolution fixing date, time and place of the Governing Body meetings
- #2021-9 Resolution designating the official newspapers for Borough advertising
- #2021-10 Resolution approving the 2021 temporary budget
- #2021-11 Resolution setting a fee schedule for various miscellaneous administrative items
- #2021-12 Resolution designating depositories
- #2021-13 Resolution authorizing the signature of checks
- #2021-14 Resolution approving a Cash Management Plan and Investment Policy
- #2021-15 Resolution permitting prepayment of certain items
- #2021-16 Resolution authorizing a tax grace period and interest on delinquent taxes
- #2021-17 Resolution authorizing the Tax Collector to cancel small balances
- #2021-18 Resolution authorizing the annual tax sale
- #2021-19 Resolution of Police Department Appointments
- #2021-20 Resolution authorizing participation in the 1033 LESA program for 2021
- #2021-21 Resolution awarding contract for 2021 Towing Services
- #2021-22 Resolution setting fees for extra duty assignments for 2021
- #2021-23 Resolution appointments to Boards & Committees
- #2021-24 Resolution appointing 2021 Borough Officials
- #2021-25 Resolution appointing a Public Agency Compliance Officer
- #2021-26 Resolution appointing Community Development Representatives
- #2021-27 Resolution appointing Clean Communities Coordinator
- #2021-28 Resolution appointing an ADA Coordinator for CY2021
- #2021-29 Resolution appointing Designated Employer Representative for CDL requirements
- #2021-30 Resolution appointing Fire Police members
- #2021-31 Resolution appointing a Municipal Prosecutor
- #2021-32 Resolution awarding contract for Borough Attorney
- #2021-33 Resolution awarding contract for Borough Auditor
- #2021-34 Resolution awarding contract for Borough Bond Counsel
- #2021-35 Resolution awarding contract for Borough Engineer
- #2021-36 Resolution awarding contract for Borough Planner
- #2021-37 Resolution awarding contract for Special Projects Engineer
- #2021-38 Resolution awarding contract for Special Counsel for Affordable Housing
- #2021-39 Resolution awarding contract for Special Redevelopment Counsel
- #2021-40 Resolution appointing Acacia Financial Group as Financial Advisor for 2021 - *Waiting on CFO*
- #2021-41 Resolution authorizing limited waiver of alcoholic beverage hours – Monmouth Park

19. Borough Administrator Remarks

20. Borough Council Remarks

1. Councilman William Deerin
2. Councilman Richard Gallo
3. Councilman Bryan Keeshen
4. Councilman Michael O'Brien
5. Councilman Thomas J. Tvrdik
6. Councilwoman Meghan Walker

21. Mayor Remarks**22. Petitions from the Public****23. Adjournment**

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ELECTING THE 2021 BOROUGH COUNCIL PRESIDENT**

**Resolution #2021-1
01/7/21**

BE IT RESOLVED, by the Borough Council of the Borough of Oceanport, in the County of Monmouth, that **Michael O'Brien** be and is hereby elected Borough Council President for 2021.

**RESOLUTION OF THE BOROUGH OF OCEANPORT APPOINTMENT OF
CLASS III MEMBER TO THE PLANNING BOARD FOR THE PERIOD
JANUARY 1, 2021 TO DECEMBER 31, 2021**

**Resolution #2021-2
01/7/21**

BE IT RESOLVED, by the Council of the Borough of Oceanport, that Thomas J. Tvrdek is hereby appointed to serve as the Class III Member/Council Liaison on the Oceanport Planning Board.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ADOPTING THE BOROUGH BYLAWS FOR CY2021**

**Resolution #2021-3
01/7/21**

WHEREAS, the rules of procedure and of substance of the Mayor and Council of the Borough of Oceanport have been primarily dictated by Title 40 and 40A of the revised New Jersey Statutes and other requisite statutes; and

WHEREAS, the Mayor and Council of the Borough of Oceanport adopted By-Laws which provide a foundation for a delineation of practice and procedure as well as responsibilities and authority of the Mayor and Council of the Borough of Oceanport, both as mandated by the State law covering the operation of Boroughs (N.J.S.A. 40A:60-1, et seq.) and as local practice determines; and

WHEREAS, pursuant with Article 14, Section 2 of the Borough's ByLaws, the Council shall adopt ByLaws at its annual reorganization meeting,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport, Monmouth County, New Jersey that the By-Laws last amended February 21, 2019 as attached hereto be adopted for the year 2021.

BOROUGH OF OCEANPORT BY-LAWS FOR CY2021

ARTICLE I - RULES OF ORDER

The deliberations of the Council shall be governed by “Roberts Rules of Order”, except when the same are in conflict with the laws of the State of New Jersey or these By-laws, in which even said Roberts Rules of Order shall be inapplicable.

ARTICLE 2 – THE GOVERNING BODY

Section 1. The Mayor and six Council members shall constitute the Governing Body of the Borough of Oceanport, which Governing Body shall be known as “The Mayor and Council”.

ARTICLE 3 – THE MAYOR

Section 1. The Mayor shall be the chief executive officer of the Borough. The Mayor shall also participate in the determination of Borough affairs to the extent permitted by statute.

Section 2. The Mayor shall see that the laws of the State of New Jersey and the ordinances of the Borough are faithfully executed and shall recommend to the Council such measures, as the Mayor may deem necessary or expedient for the welfare of the Borough.

Section 3. The Mayor shall use his or her authority to maintain peace and good order in the Borough and has the power to suppress all riots and tumultuous illegal assemblies in the Borough.

Section 4. The Mayor shall have the authority to execute contracts in behalf of the Borough, approved by the Council, and to sign checks and warrants or payments approved by the Council.

Section 5. The Mayor shall preside at all meetings of the Governing Body.

Section 6. The Mayor shall not vote except in the case of a tie among those Council Members voting.

Section 7. The Mayor shall on all occasions preserve the order and decorum at the deliberations of the Council. The Mayor shall cause the removal of any persons who interrupt the proceedings of the Governing Body.

Section 8. When two or more Council members arise or attempt to speak at the same time, the Mayor shall name the one entitled to the floor and recognition.

Section 9. The Mayor shall decide all questions of order without debate, subject to an appeal to the Council.

Section 10. In the absence of the Mayor or if the Mayor is unable to perform his or her duties, the Council President (or, in his or her inability to act, the Council member having the longest term of service) shall act as Mayor as provided by Statute.

Section 11. The Mayor shall be an ex officio member of all committees, both standing and special and shall be informed in advance of all meetings of such committees.

ARTICLE 4 – THE COUNCIL

Section 1. The Council shall be the legislative body of the municipality.

Section 2. The Council may, subject to general law and the provisions of this act:

- (1) Pass, adopt, amend and repeal any ordinance or, where permitted, any resolution for any purpose required for the government of the municipality or for the accomplishment of any public purpose for which the municipality is authorized to act under general law;
- (2) Control and regulate the finances of the municipality and raise money by borrowing or taxation;
- (3) Create such offices and positions as it may deem necessary. The officers appointed thereto shall perform the duties required by law and the ordinances of the Council. Other than the borough attorney, engineer, and building inspector, these officers shall be residents of the borough and shall serve at the pleasure of the Council, except the Clerk, who also shall be exempt from the borough residency requirement, the Tax Collector and Tax Assessor who shall serve for terms provided in Chapter 9 of Title 40A of the New Jersey Statutes. The Council may exempt officers from the residency requirements but only pursuant to the adoption of an ordinance to that effect;
- (4) Investigate any activity of the municipality;
- (5) Remove any officer of the municipality, other than those officers excepted by law, for cause; and
- (6) Override a veto of the Mayor by a two-thirds majority of all the members of the Council.

Section 3. The Council shall have all the executive responsibilities of the municipality not placed, by general law or this act, in the office of the Mayor.

Section 4. The Council, whenever it fails to confirm the nomination by the Mayor of any official to a subordinate office of the Borough within 30 days of being presented such nomination, shall make the appointment to that office, provided that at least three affirmative votes shall be required for such purpose, the Mayor to have no vote thereon except in the case of a tie.

ARTICLE 5 – THE BOROUGH CLERK

Section 1. The Clerk shall perform the duties enjoined upon that office by the Revised Statute of New Jersey, these By-laws and such ordinances as the Council may, from time to time, enact.

Section 2. The Clerk shall keep the minutes and ordinance books properly and fully indexed and shall perform all the duties usually devolving upon such officer; and in addition, such other duties or services as Council may require or direct.

Section 3. Upon the introduction of an ordinance, the same shall be properly numbered and recorded at length by the Borough Clerk in the Ordinance Book. The assigned number shall appear in the advertisement of such ordinance.

Section 4. The Clerk shall be the Borough employee responsible for responding to all lawful requests under the New Jersey Open Public Records Act.

ARTICLE 6 – BOROUGH ADMINISTRATOR

Section 1. The Borough Administrator shall perform such duties as are set forth in Chapter 5 and as set forth in other Chapters of the Code of the Borough of Oceanport as required by ordinance.

Section 2. The Borough Administrator need not reside in the Borough of Oceanport but must be a resident of New Jersey.

Section 3. The Borough Administrator serves at the pleasure of the Mayor and Council and carries out the policies of the Mayor and Council.

Section 4. Nothing in this Article shall derogate from or authorize the Administrator to exercise powers of the elected officials of the municipality.

ARTICLE 7 – MEETINGS

Section 1. The Council shall hold an annual meeting during the first seven (7) days of January of any year, which meeting will be held within the Borough and at such time and place as Council may by resolution direct.

Section 2. At the annual meeting of the Governing Body, the Council shall elect one of its members as Council President to serve for one year and until the next annual meeting and fix the time and place for holding regular and workshop meetings during the ensuing year, which time and place shall not be changed except by the action of the Borough Council taken at a regular meeting. Public notice of the aforesaid meetings schedule and any revision thereto shall be provided in accordance with the Open Public Meetings Act.

Section 3. The Mayor shall, when necessary, call special meetings of the Council. In case of the Mayor's neglect or refusal to do so, any four members of the Council may call such meeting at such time and place in the Borough as they may designate. Public notice of a special meeting shall be provided in accordance with the Open Public Meetings Act.

Section 4. A quorum of the Council shall be as provided by Statute, to wit: three Council Members and the Mayor, and, in the absence of the Mayor, four Council Members. However, a small number of the Governing Body may meet, discuss and adjourn from time to time, but in no event may they take any official action as a Governing Body in the absence of a quorum.

Section 5. The order of business at any meeting as set forth in Article 8 may be changed by a majority vote of the members of the Council present at such meeting or by the Mayor with consent of the Council.

Section 6. Upon demand of one member of the Council or when ordered by the Mayor, or when directed by Statute, a roll call vote shall be taken and yeas and nays entered in the Minutes of the meeting.

Section 7. If the Council at its annual meeting fails to elect a President of the Council, the Mayor shall appoint the President from the Council and in that case no confirmation by the Council shall be necessary.

Section 8. The only business which can be transacted at a special meeting is that for which the special meeting is called.

Section 9. The Clerk shall notify the Council, in writing or by email through the Borough email addresses for each Council Member, of each special meeting, stating the subject, at least one day before the time fixed for holding same.

ARTICLE 8 – AGENDA

Section 1.

A. The following order of business shall be observed:

1. Meeting called to order
2. Statement of Compliance with Open Public Meetings Act

3. Flag Salute
4. Invocation
5. Roll Call
6. Administrator's Report
7. Clerk's report
Minutes, payment of bills, resolutions
8. Committee reports
9. Petitions from the public
10. Adjournment (or where appropriate Motion to go to
closed session)
11. Closed session where appropriate.
12. Adjournment

B. The aforesaid order of business at any meeting may be changed by a majority vote of the members of the Council present at such meeting or at the discretion of the Mayor.

Section 2. An agenda for each meeting of the Council shall be prepared by the Clerk in consultation with the Mayor and provide the specific order of business and action for that particular meeting. The Clerk will accept the agenda items only as submitted by appropriate Chairpersons of standing Council committees, the Mayor, the Council President, the Administrator, the Chief Financial Officer, Municipal Attorney or Municipal Engineer.

Section 3. Agenda items shall be submitted to the Clerk by the end of business on the seventh (7th) calendar day before a workshop or regular meeting and a printed agenda shall be provided to the Governing Body and be available to the general public by the close of business on the sixth (6th) calendar day before a workshop or regular meeting. (By way of example, if a meeting is scheduled for a Thursday, the agenda should be completed and distributed by the preceding Friday.) In the event that exigent circumstances prevent issuance of an agenda on the sixth (6th) calendar day before a meeting, it shall be issued as soon thereafter as possible. Any item may be added to the agenda of any meeting by vote of a majority of the Council members present during the meeting.

Section 4. The Council, by majority vote, may adopt at any meeting a time limitation of public comment in terms of a time limit for each member of the public and an hour at which public comment will be terminated.

Section 5. Any member of the public wishing to speak a second time or more will only be recognized after all members of the public wishing to be heard for a first time have been recognized.

Section 6. Prior to being allowed to address the Governing Body, a person addressing the Governing Body shall step up to the microphone, face the Governing Body and provide his or her name and address.

ARTICLE 9 – STANDING COMMITTEES

Section 1. The Mayor shall appoint all Standing Committee members subject to the approval and concurrence of the majority of the Council. The Mayor shall have no vote in any such committee appointment except in the case of a tie vote and then only for the purpose of breaking such tie vote. Should a majority of the Council not concur in the appointment by the Mayor of any Council member to any committee, the Council members, by majority, shall make such appointment.

Section 2. The following Standing Committees of the Council shall be appointed at the annual meeting:

- | | |
|--------------------------------|---|
| 1. FINANCE & ADMINISTRATION: | Finance, Administration, Capital Improvement, Insurance |
| 2. HEALTH & HUMAN SERVICES: | Health, Education, Coastal Drug Alliance, Water Watch, Environmental Commission |
| 3. PARKS & RECREATION: | Parks and Recreation, Shade Tree, Seniors, Public Information, Special Events |
| 4. PLANNING & DEVELOPMENT: | Planning Board, Economic Development, Ordinances, Utilities, Construction |
| 5. PUBLIC SAFETY: | Police, Fire, First Aid, OEM |
| 6. PUBLIC WORKS & ENGINEERING: | Buildings & Grounds, Public Works, Engineering, Sanitation, Recycling |

Section 3. Each Councilperson shall be the Chairperson of one Standing Committee and a member of two other Standing Committees named in this article.

Section 4. The Standing Committees are appointed to expedite and facilitate the work of the Council, but only within statutory limits as the entire Council is held responsible for any or all of its acts performed within the scope of authority.

A. A Standing Committee Shall:

1. Meet when requested by the Chairperson, or a majority of the committee, and all members thereof shall participate actively in the committee deliberation, performance of duties and the formulation of its recommendations to Council.
2. Plan, study, direct, make commitments within budgetary limitation, and carry on the routine activities for which it has primary responsibility.
3. Perform such acts as may be assigned to it by Council.
4. Report and make recommendations to the Council regarding its responsibilities and activities.

B. Except as provided above, a Standing Committee shall not:

1. Exceed its budgetary appropriations without prior approval of the Council.
2. Make promises or commitments to anyone which directly, or by inference, bind the Council.
3. Act in such a manner or make decisions, which set a precedent, or violate established Council policy.

Section 5. The Mayor or Council, or both, may appoint special Committees for purposes other than those included in the duties of the Standing Committees.

Section 6. The Mayor and Council may change existing Committee assignments and or Council liaison when it is in the best interest of the Borough to do so.

Section 7. The Chairperson of each Standing or Special Committee shall be prepared to report to the Mayor and Council at each regular meeting on principal activities and achievements of his or her committee.

ARTICLE 10 – DUTIES OF STANDING COMMITTEES OF THE COUNCIL

A Standing Committee shall function as an advisory body to the Council as a whole in reviewing policy matters referred to them by the Council, and such other

matters as the Council, by simple majority vote, may direct. A Standing Committee, within its respective areas of responsibility, shall formulate recommendations to the Council regarding action proposed to be taken in general. The purpose of each Standing Committee shall be to review matters within the subject areas set forth below. Each Standing Committee shall have primary responsibility for the activities and matters listed under each committee heading which shall include the administration, practices, procedures and records.

Section 1. FINANCE AND ADMINISTRATION

The Finance and Administration Committee is generally charged with the duty of overseeing Finance, Administration, Capital Improvements and Insurance and, specifically shall:

- A. Examine, audit and report upon all bills and demands referred to them and render a report when requested by Council, on the financial condition of the Borough and approve all categories of bills for payments.
- B. Coordinate the annual fiscal budget (operational and capital) process as follows:
 - 1. Council names the Finance and Administration Committee at the Reorganization Meeting, which includes three (3) members of Council.
 - 2. Chief Financial Officer works with Department Heads to determine budgetary needs.
 - 3. Members of the Committee will coordinate the financial information with the Chief Financial Officer throughout the budget process.
 - 4. Committee and Chief Financial Officer finalize budget and share proposed budget with all Council members.
- C. Serve as liaison between the Council and the Registered Municipal Accountants.
- D. Maintain, review and, as necessary, revise all insurance coverage of the Borough.
- E. Investigate and review services that can be shared with other surrounding towns.
- F. Assist with obtaining grants in order to fund projects.

- G. Compile and review requests and information from all relevant Standing and/or other committees and recommend capital projects to Council.
- H. Participate in the negotiation and recommend for approval/denial all collectively negotiated bargaining agreements on behalf of the Borough.

Section 2. HEALTH AND HUMAN SERVICES

The Health and Human Services Committee is generally charged with the duty of overseeing matters pertaining to Health, Education, the Coastal Drug Alliance, the Water Watch Committee and the Environmental Commission and, specifically, shall:

- A. Serve as a liaison between the Council and the Oceanport Board of Education and Shore Regional Board of Education.
- B. Serve as liaison between the Council and the Coastal Drug Alliance and the Shore Regional Alliance.
- C. Serve as liaison between the Council and the Water Watch, Environmental Commission, Flood Mitigation Committee and/or with any other such agencies or associations concerned with the preservation and improvements of the waterways within and surrounding the Borough.
- D. Serve as liaison between the Council and the County Board of Health.
- E. Review documentation and make recommendations to the Council pertaining to technological advancements, information technologies and communication technologies to which the Borough should avail itself.
- F. Serve as liaison between the Oceanport Library Association, County Library and the Council.

Section 3. PARKS AND RECREATION

The Parks and Recreation Committee is generally charged with the duty of overseeing matters pertaining to Parks and Recreation, Shade Trees, Senior Citizens, Public Information and Special Events and, specifically, shall:

- A. Oversee and coordinate the maintenance, management and operation of all parks and playgrounds within the Borough.

- B. Serve as liaison to all Recognized Sports Organizations within the Borough.
- C. Oversee and coordinate recreation activities sponsored or conducted by the Borough including seasonal programs and Summer Action Camp.
- D. Serve as a liaison between the Council and such groups or associations serving Senior Citizens that may exist in the Borough.
- E. Oversee, plan and sponsor programs and activities designed to benefit all senior citizens residing in the Borough.
- F. Oversee and coordinate the purchase, removal and placement of trees in and along the public Right of Way and upon such other public property as Council may approve.
- G. Publish and distribute a bulletin containing current events and activities in the Borough and such items of interest or concern to the residents as well as the publication of the Borough Directory.
- H. Oversee, plan and coordinate Memorial Day, Veterans Day, End of Summer and other Borough events/activities.
- I. Review and make recommendations regarding the budgets of projects, programs, departments and functions under its jurisdiction.

Section 4. PLANNING & DEVELOPMENT

The Planning & Development Committee is generally charged with the duty of overseeing matters pertaining to the Planning Board, Economic Development and Construction and, specifically, shall:

- A. Serve as liaison between the Planning Board and Council.
- B. Make recommendations to the Council for the preparation, enactment, updating and/or codification of ordinances and/or Borough procedures and/or policies pertaining to zoning and planning, development, subdivision control, site plan approval, building codes and construction.
- C. Keep the Council informed on matters affecting Zoning and Planning related to the Borough, adjacent municipalities and County and State governments.

- D. Serve as liaison to the Department of Community Affairs regarding the development and grants for community projects.
- E. Provide and encourage the development and expansion of local trade and industries.

Section 5. PUBLIC SAFETY

The Public Safety Committee is generally charged with the duty of overseeing matters pertaining to Police, Fire, First Aid and Office of Emergency Management and, specifically, shall:

- A. Oversee, coordinate and manage the purchase/lease and maintenance of Borough fire equipment and other property.
- B. Oversee, coordinate and manage the purchase/lease and maintenance of Borough first aid equipment and/or property.
- C. Review and make recommendations regarding the budgets of the Police Department, Volunteer Fire Department, Volunteer First Aid Squad and Office of Emergency Management.
- D. Serve as liaison between the Borough's Volunteer First Aid Squad and the Council.
- E. Serve as liaison between the Borough's Volunteer Fire Departments and the Council.
- F. Serve as the liaison between the Borough's Police Department and the Council.
- G. Serve as the liaison between the Council and the Municipal Court.
- H. Coordinate and oversee, in conjunction with the Chief of Police, the hiring of all Police Department personnel, including members of the Department, Special Police and School Crossing Guards.
- I. Coordinate and oversee, in conjunction with the Chief of Police, highway traffic and safety and all matters relating to parking regulations, including on-street and off-street parking.
- J. Coordinate and oversee, in conjunction with the Chief of Police and the Office of Emergency Management, all civil defense activities.
- K. Coordinate and oversee, in conjunction with the Chief of Police,

regulatory signs directing the flow of traffic, including the location, design and specification thereof.

- L. In conjunction with the Chief of Police, review and, when appropriate, recommend the granting of licenses and the inspection of licensed premises and persons as designated by the Council from time to time.

Section 6. PUBLIC WORKS:

The Public Works Committee is generally charged with the duty of overseeing matters pertaining to Buildings and Grounds, Public Works, Engineering, Sanitation and Recycling and, specifically, shall:

- A. Oversee, coordinate and manage the maintenance and upkeep of all public buildings.
- B. Oversee, coordinate and manage the construction, reconstruction, improvement, maintenance and cleaning of all roadways within the Borough.
- C. Oversee, coordinate and manage the maintenance of all Borough vehicles and other mechanical equipment.
- D. Oversee, coordinate, and manage storm debris collection and disposal.
- E. Oversee, coordinate and manage the cutting of grass, shrubs and weeds on Borough roadways and properties.
- F. Review contracts for solid waste and recycling collection.
- G. Serve as a liaison between the Governing Body and utility companies.

ARTICLE 11 – BILLS, CLAIMS AND VOUCHERS

Section 1. All bills, claims, invoices, purchase orders, vouchers, etc. shall be generated, processed, reviewed and paid consistent with the procedures set forth in the Borough of Oceanport's Purchasing Manual.

ARTICLE 12 – SEAL

Section 1. The seal of the Borough shall be as hereinafter impressed.

Section 2. The seal shall be in the custody of the Borough Clerk and shall be impressed on all appropriate documents or papers.

ARTICLE 13 – AMENDMENTS

Section 1.

- A. The Mayor, or any member of the Council may propose amendments to these By-laws at any regular meeting or adjourned meeting.
- B. The Mayor will then appoint a Special Committee comprised of three members of the Council to consider the proposed amendments. This Special Committee may submit other suggested changes, additions and/or deletions to the Council.

Section 2. Such Special Committee shall present its recommendation at a regular meeting or adjourned regular meeting of the Council within (30) thirty days of appointments of the Special Committee by the Mayor.

Section 3. These By-laws shall be altered and amended only by a majority vote of the entire Council, on a roll call taken at two (2) consecutive regular meetings of the Council.

ARTICLE 14 – ADOPTION AND TERM

Section 1. The By-laws shall be adopted by resolution of the Council concurred in by a majority of the Council.

Section 2. The By-laws shall become effective immediately after adoption and shall remain in effect until not longer than December 31st of the calendar year in which the By-laws, as amended, supplemented or otherwise modified, were adopted. As such, the By-laws and any amendments, supplement, and/or modifications thereto shall be adopted by the Council as part of its annual meeting.

Section 3. The By-laws of the Borough of Oceanport, as amended, supplemented or modified shall be posted on and made available to the general public on the Borough of Oceanport's website.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF 2021 BOROUGH COUNCIL COMMITTEES**

**Resolution #2021-4
01/7/21**

WHEREAS, pursuant with the By-Laws of the Governing Body, the Mayor shall appoint all members of the Standing Committees with the consent and concurrence of the Council; and

WHEREAS, the Mayor has made the following appointments to the Standing Committees for CY2021:

PUBLIC SAFETY	Councilpersons Keeshen (Chair), Walker, Tvrdik
FINANCE AND ADMINISTRATION	Councilpersons O'Brien (Chair), Tvrdik, Keeshen
PLANNING AND DEVELOPMENT	Councilpersons Tvrdik (Chair), Keeshen, Gallo
PUBLIC WORKS	Councilpersons Gallo (Chair), Deerin, O'Brien
PARKS AND RECREATION	Councilpersons Deerin (Chair), O'Brien, Walker
HEALTH AND HUMAN SERVICES	Councilpersons Walker (Chair), Gallo, Deerin

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport, County of Monmouth and State of New Jersey does hereby consent to the Mayor's appointment of the Standing Committees for CY2021.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
RE-APPOINTING CATHERINE D. LAPORTA AS CHIEF FINANCIAL OFFICER**

**Resolution #2021-5
01/7/21**

WHEREAS, N.J.S.A. 40A:9-140.10 requires every municipality in the State of New Jersey to have a Chief Financial Officer to be appointed by the governing body; and

WHEREAS, Catherine D. LaPorta is a Certified Municipal Finance Officer for the State of New Jersey in accordance with the requirements of *N.J.S.A 40A:9-141 et. seq.*; and

WHEREAS, Catherine D. LaPorta is currently serving as the appointed Chief Financial Officer effective January 1, 2017 and has served four consecutive years in the position; and

WHEREAS, Catherine D. LaPorta shall hereafter "hold his[her] position during good behavior and efficiency and compliance with requirements for continuing education...and he[she] shall not be removed therefrom except for just cause shown and after a proper hearing upon a written complaint setting for the charge or charges against him[her]" pursuant to section 3 of P.L. 1977, c. 39 and *N.J.S.A. 40A:9-140.9*;

NOW, THEREFORE, BE IT RESOLVED by the Oceanport Governing Body of the Borough of Oceanport that Catherine D. LaPorta is hereby re-appointed Borough Chief Financial Officer with tenure.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following: Director of Local Government Services, Chief Financial Officer and Borough Administrator.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF TIM GRIFFIN AS FIRE OFFICIAL OF THE BOROUGH OF
OCEANPORT BUREAU OF FIRE PREVENTION**

**Resolution #2021-6
01/7/21**

WHEREAS, the Borough of Oceanport had previously entered into an Agreement with the Borough of Eatontown for the enforcement of Borough Code Chapter 223 'Fire Prevention'; and

WHEREAS, the Shared Services Agreement expired on December 31 2020; and

WHEREAS, the Governing Body has determined that it is in the best interest of the Borough to perform its own enforcement of its Fire Prevention Code; and

WHEREAS, there is a need to appoint a Fire Official who shall be the Fire Marshal and the Chief of the Fire Prevention Bureau in accordance with § 223-10; and

WHEREAS, the Mayor has recommended the appointment of Timothy P. Griffin who has the necessary certifications to perform the duties of Fire Official; and

WHEREAS, the Mayor and Council of the Borough of Oceanport have determined that it is in the best interest of the Borough to appoint Timothy P. Griffin to perform these duties and responsibilities; and

WHEREAS, in 2019 Oceanport Life Hazard Use Fees totaled \$25,925.61 and permit fees collected totaled \$3,217.00; and

WHEREAS, Timothy P. Griffin shall receive an annual salary of \$25,000 to perform the duties and responsibilities as Fire Official,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey, that Timothy P. Griffin is hereby appointed as the Fire Official for the Borough of Oceanport for a two-year term effective January 1, 2021 at an annual salary of \$25,000.

BE IT FURTHER RESOLVED, that funds for the operation of the Oceanport Fire Prevention Bureau shall be appropriated in the 2021 municipal budget subject to approval of the 2021 municipal budget.

BE IT FURTHER RESOLVED, pursuant with this exigency, an Ordinance shall be introduced at the next regular meeting amending the Salary Ordinance to establish a range for the Fire Official position.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to the Department of Community Affairs, Division of Fire Safety; the Chief of Police, the Oceanport Fire Chief, the Borough Administrator, the Chief Financial Officer and Payroll Clerk.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF TIMOTHY P. GRIFFIN AS HOUSING INSPECTOR FOR
THE BOROUGH OF OCEANPORT**

**Resolution #2021-7
01/7/21**

WHEREAS, a vacancy exists for the position of Housing Inspector for the Borough of Oceanport; and

WHEREAS, the Mayor has recommended the appointment of Timothy P. Griffin as Housing Inspector; and

WHEREAS, Timothy P. Griffin is able and willing to fill the position; and

WHEREAS, Timothy P. Griffin shall receive an annual salary of \$6,000 to perform the duties and responsibilities as Housing Inspector,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey, that Timothy P. Griffin is hereby appointed as the Housing Inspector for the Borough of Oceanport for effective January 1, 2021 at an annual salary of \$6,000.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to the Borough Administrator, the Chief Financial Officer, Code Enforcement Officer and Payroll Clerk.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING THE 2021 ANNUAL MEETING NOTICE OF THE MAYOR AND
COUNCIL**

**Resolution #2021-8
01/7/21**

WHEREAS, the Open Public Meetings Act requires that all public bodies at the time of their annual organization meetings or within 7 days thereof, shall post, mail to newspapers and give notice to certain persons the schedule of meetings for the year 2021.

NOW, THEREFORE, BE IT RESOLVED that the Oceanport Mayor and Council for the 2021 calendar year will conduct the following meetings for the purpose of conducting Borough business for 2021. Due to the ongoing COVID19 pandemic and Governor's Executive Orders, meetings will be held virtually from the Clement V. Sommers Municipal Building, 910 Oceanport Way, Oceanport, NJ 07757 until further notice. Workshop Meetings will be held on the first Thursday of each month and Regular meetings on the third Thursday of each month except as otherwise noted below. All meetings will begin at 7:00 p.m. with the exception of Regular Meetings that follow a Workshop will begin immediately following the Workshop meeting. Virtual meetings will be held via the GoToWebinar online meeting platform. Instructions for joining and participating in virtual meetings are available on the Borough website at www.oceanportboro.com on the home page by clicking the thumbnail "Instructions for Participation Virtual Meetings". Official action may be taken at workshop and regular meetings.

	WORKSHOP	REGULAR
January		21 st
February	4 th	18 th
March	4 th	18 th
April	1 st	15 th
May	6 th	20 th
June	3 rd	17 th
July*	15 th	15 th
August*	19 th	19 th
September	2 nd	16 th
October	7 th	21 st
November*	4 th	4 th
December	2 nd	16 th

* Summer schedule is in effect with one meeting for both Workshop & Regular in July and August; one meeting for both Workshop & Regular in November due to the NJ League of Municipalities Conference, and 2nd meeting in April on 4th Thursday due to holiday.

BE IT FURTHER RESOLVED that the Borough Clerk is hereby directed to post and maintain posted a copy of the resolution in the place designated for the posting of notices and forward a copy of same to the Two River Times and the Asbury Park Press.

BE IT FURTHER RESOLVED that this resolution and the schedule contained herein may be amended from time to time provided the terms of the Act are fully followed.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
DESIGNATING OFFICIAL NEWSPAPERS AND MUNICIPAL BULLETIN
BOARD**

**Resolution #2021-9
01/7/21**

BE IT RESOLVED that the Asbury Park Press, Star Ledger and the Two River Times newspaper are hereby designated for the year 2021 ending December 31, 2021, as the official newspapers for the Borough of Oceanport in the County of Monmouth for the publication of all legal notices and advertisements of the Borough and all its Boards, Bodies, Committees, Offices and Agencies, as required by N.J.S.A. 40:53-1, and the statutes in such case made and provided.

BE IT FURTHER RESOLVED, that the Bulletin Board in the main foyer of the Borough of Oceanport's Municipal Offices Building, 315 E. Main Street, is hereby designated as the Municipal Bulletin Board and as the place where all public notices, including pending ordinances shall be posted as required by law.

RESOLUTION OF THE BOROUGH OF OCEANPORT ESTABLISHING A TEMPORARY BUDGET

Resolution #2021-10 01/7/21

WHEREAS, N.J.S.A. 40A:4-19 requires that where any contracts, commitments or payments are to be made prior to the adoption of the final Budget, temporary appropriations shall be made for the purpose and amounts required and in the manner and time therein provided; and

WHEREAS, N.J.S.A. 40A:4-19 provides that every Municipality must make temporary appropriations during the period January 1 to adoption of the budget sufficient to cover commitments made during the period January 1 to the date of adoption of the 2021 Budget; and

WHEREAS, the total amount of the 2021 temporary budget is not in excess of 26.25% of the total 2020 Budget, exclusive of debt service, capital improvement fund and public assistance.

NOW, THEREFORE, BE IT RESOLVED that the following list of appropriations shall constitute the 2021 Temporary Budget for the Borough of Oceanport.

Description	TEMP BUDGET	TEMP BUDGET
ADMINISTRATIVE & EXECUTIVE SW	\$ 25,000.00	
ADMINISTRATIVE & EXECUTIVE OE		\$ 15,000.00
MUNICIPAL CLERK SW	\$ 30,000.00	
MUNICIPAL CLERK OE		\$ 35,000.00
FINANCIAL ADMINISTRATION SW	\$ 30,000.00	
FINANCIAL ADMINISTRATION OE		\$ 30,000.00
COLLECTION OF TAXES SW	\$ 13,500.00	
COLLECTION OF TAXES OE		\$ 7,000.00
ASSESSMENT OF TAXES SW	\$ 7,500.00	
ASSESSMENT OF TAXES OE		\$ 7,000.00
LEGAL SERVICES OE		\$ 40,000.00
BOROUGH ENGINEER OE		\$ 20,000.00
PROSECUTOR SW	\$ 3,300.00	
PLANNING BOARD S&W	\$ 5,500.00	
PLANNING BOARD OE		\$ 7,500.00
PLANNER SERVICES & FEES		\$ 7,000.00
ENVIRONMENTAL COMMISSION OE		\$ 200.00
CODE ENFORCEMENT SW	\$ 16,000.00	
CODE ENFORCEMENT OE		\$ 250.00
GENERAL LIABILITY		\$ 60,000.00
WORKMEN'S COMPENSATION		\$ 60,000.00
HEALTH		\$ 325,000.00
DENTAL		\$ 15,000.00
POLICE SW	\$ 525,000.00	
POLICE OE		\$ 40,000.00
EMERGENCY MANAGEMENT SW	\$ 1,020.00	
EMERGENCY MANAGEMENT OE		\$ 4,000.00

FIRE HYDRANT SERVICE OE		\$	20,000.00
FIRST AID ORGANIZATION OE		\$	15,000.00
FIRE DEPARTMENT OE		\$	15,000.00
STREETS SW	\$	90,000.00	
STREETS & ROADS OTHER EXPENSES		\$	37,500.00
SANITATION-TRASH REMOVAL OE		\$	75,000.00
RECYCLING OE		\$	40,000.00
PUBLIC BUILDINGS & GROUNDS OE		\$	35,000.00
SHADE TREE COMMITTEE OE		\$	5,000.00
BOARD OF HEALTH SW	\$	800.00	
BOARD OF HEALTH OE		\$	100.00
WATER WATCH COMMITTEE-OTHER		\$	1,800.00
PARKS SW	\$	4,000.00	
PARKS AND PLAYGROUNDS OE		\$	4,000.00
SENIOR CITIZEN COMMITTEE OE		\$	1,000.00
LIBRARY SW	\$	1,250.00	
LIBRARY OE		\$	500.00
TRANS OF HS STUDENTS OE		\$	17,000.00
NJEIT ADMIN FEES		\$	9,500.00
CELEBRATION OF PUB. EVENTS OE		\$	600.00
ELECTRICITY		\$	15,000.00
TELEPHONE/INTERNET		\$	15,000.00
WATER/SEWER		\$	7,500.00
NATURAL GAS		\$	20,000.00
STREET LIGHTING		\$	25,000.00
GASOLINE & OIL		\$	17,500.00
SANITATION DUMPING FEES		\$	80,000.00
P.E.R.S. OE		\$	125,000.00
SOCIAL SECURITY SYSTEM OE		\$	35,000.00
P & F RETIREMENT SYSTEM OE		\$	476,000.00
DEFERRED RETIREMENT COMPENSATION PROGRAM		\$	2,000.00
DISPATCH SHARED SERVICES	\$	114,444.00	
BLOODBORNE PATHOGEN		\$	125.00
MUNICIPAL COURT S&W	\$	40,000.00	
MUNICIPAL COURT OE		\$	10,000.00
COVID 19		\$	20,000.00
DEBT SERVICE - GREEN ACRES		\$	9,000.00
CAPITAL LEASE		\$	820.00
DEBT SERVICE BOND PRINCIPAL		\$	95,000.00
DEBT SERVICE BAN PRINCIPAL		\$	3,872,816.17
DEBT SERVICE BAN INTEREST		\$	136,936.90
DEBT SERVICE BOND INTEREST		\$	75,515.00
	\$	907,314.00	## \$ 5,988,163.07

**RESOLUTION OF THE BOROUGH OF OCEANPORT
SETTING A FEE SCHEDULE (FOR ADMINISTRATION - VARIOUS)**

**Resolution #2021-11
01/7/21**

BE IT RESOLVED that the Borough Council of the Borough of Oceanport hereby sets the following fee schedule for miscellaneous fees and various photocopies and documents requested from the public as well as those requested under the State Open Public Records Act for 2020 as follows:

Photocopies

\$.05 per page for letter (8 ½ x 11) size pages and smaller

\$.07 per page for legal (8 ½ x 14) and ledger (11x17) size pages and larger

\$.25 per additional page for color copies (sizes above)

Costs for reproduction that must be outsourced will be charged at the cost incurred by the Borough.

If the actual cost to produce a copy of a record exceeds the above fees, then the cost can be calculated by the formula set forth by the Government Records Council.

Postage costs will be charged for any mailed documents.

Electronic Copy Requests

No fee will be charged for requests delivered electronically (via fax or e-mail).

Fee for Non-Sufficient Funds

\$20.00

Police Motor Vehicle Accident Reports Requested Via Mail

A \$5.00 fee to cover the administrative cost of mailing the report will be added to the total cost of the page copies according to the above fees.

Vital Statistics

Certified Copy of:

Birth, Death, Marriage, Civil Union and/or

Domestic Partnership Record:

\$15.00 each copy

Special Service Charge (N.J.S.A. 47:1A-5.c.)

Whenever response to an Open Public Records Act or document request requires an extraordinary expenditure of time and effort, a special service charge may be assessed. Specifically, whenever response consumes two (2) or more hours of a borough employee's time, the requestor shall be required to pay the hourly rate of the employee performing the work, beginning with the first hour, for the time that it takes to produce the documents requested. Shall the request take less than two (2) hours to complete, there shall be no fee charged for the time associated with obtaining the documents. Time for document production shall include, but not be limited to, research, document collection, creation, copying, production. All fees shall become effective immediately.

BE IT FURTHER RESOLVED that the aforementioned fees are effective for CY2021 and in conformance with State requirements.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
DESIGNATION OF MUNICIPAL DEPOSITORIES**

**Resolution #2021-12
01/7/21**

WHEREAS, Title 17:9-9 and N.J.S.A. 40A:5-14 provide for the designation of depositories for Municipal Funds by Resolution of the Governing Body.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport that the following banks be designated for deposit of Borough Funds.

Bank of America

OceanFirst Bank

Wells Fargo

TD Bank

Valley National Bank

Columbia Bank

Capital One Bank

1st Constitution Bank

PNC Bank, NA

Santander Bank, NA

**RESOLUTION OF THE BOROUGH OF OCEANPORT
DESIGNATION OF AUTHORIZED SIGNATURES FOR CHECKS**

**Resolution #2021-13
01/7/21**

BE IT RESOLVED by the Oceanport Mayor and Council that the Borough Administrator and Borough Chief Financial Officer are hereby authorized to sign all checks issued against the Borough of Oceanport and the Mayor is authorized to co-sign said checks

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ADOPTION OF CASH MANAGEMENT PLAN AND INVESTMENT POLICY**

**Resolution #2021-14
01/7/21**

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Governing Body shall, by Resolution passed by a majority of the membership thereof, approve a Cash Management Plan;

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

1. The attached updated Cash Management Plan will guide the investment of idle cash of the Borough of Oceanport
2. The attached updated Cash Management Plan includes a Policy Statement to guide its implementation
3. The Chief Financial Officer will administer the Plan
4. The Plan is subject to annual audit.

BE IT FURTHER RESOLVED that a certified copy of the within Resolution be forwarded to the following:

1. Borough Chief Financial Officer
2. Borough Auditor
3. All depositories named in Section IV of the attached Cash Management Plan
4. All dealers and brokerage first in Section V of the Attached Management Plan

**CASH MANAGEMENT PLAN OF THE BOROUGH OF OCEANPORT
IN THE COUNTY OF MONMOUTH, NEW JERSEY**

I. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits (Deposits") and investment ("Permitted Investments") of certain public funds of the Borough, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits, if permitted, or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

A. The Plan is intended to cover the deposit and/or investment of the accounts of the Borough:

ALL FUNDS

B. It is understood that this Plan is not intended to cover certain funds and accounts of the Borough, specifically:

PUBLIC ASSISTANCE

STATE AND FEDERAL GRANTS

III. DESIGNATION OF OFFICIALS OF THE BOROUGH AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer of the Borough and the Borough Administrator (the "Designated Officials") are hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the Borough are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any Certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

BANK OF AMERICA	VALLEY NATIONAL BANK
OCEANFIRST BANK	COLUMBIA BANK
WELLS FARGO	CAPITAL ONE BANK
TD BANK	1 st CONSTITUTION
SOVEREIGN BANK OF NJ	PROVIDENT BANK
THE BANK OF NEW YORK/MELLON	PNC BANK, NA
State of NJ CASH MANAGEMENT FUND	SANTANDER BANK, NA

All such depositories shall acknowledge in writing receipt of the Plan by sending a copy of such acknowledgement to the Designated Official referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Officials of the Borough referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

State of NJ Cash Management Fund

VI. AUTHORIZED INVESTMENTS

A. Except, as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools.

(7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or

(8) Agreements for the repurchase of fully collateralized securities if:

(a) The underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;

(b) The custody of collateral is transferred to a third party;

(c) The maturity of the agreement is not more than 30 days;

(d) The underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c236 (C.17:9-41); and

(e) A master repurchase agreement providing for the custody and security of collateral is executed for purpose of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

(a) Which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec 270.2a-7.

(b) the portfolio of which is limited to US Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec.270.2a.7 and repurchase agreements that are collateralized by such US Government securities; and

(c) Which has:

(i) Attained the higher ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or

(ii) Retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940." 15 U.S.C.sec.80b-1 et. seq., with experience investing in US Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An Investment pool:

(a) Which is manage in accordance with 17 C.F.R. sec. 270.2a-7;

(b) Which is rated in the highest category by a nationally recognized statistical rating organization;

(c) Which is limited to US Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such US Government securities;

(d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investment;

(e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and

(f) which purchases and redeems investment directly from the issuer, government money market mutual fund, of the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9(C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in US Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such US Government securities.

B. Notwithstanding the above authorization, the moneys on hand in the following funds and accounts shall be further limited as to maturities, specific investments or otherwise as follows:

NO INVESTMENT TO EXCEED ONE (1) YEAR

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Borough, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Borough to assure that there is no unauthorized use of the funds or the permitted investments of Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to ensure that such Permitted Investments are either received by the Borough or by a third-party custodian prior to or upon the release of the Borough's funds.

To assure that all parties with whom the Borough deals either by way of Deposits or Permitted investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official.

VIII. REPORTING REQUIREMENTS

On the first day of each month during which this Plan is in effect, the Designated Official referred to in Section III hereof shall supply to the Governing Body of the Borough a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding fund of the Borough as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the Governing Body of the Borough.

IX. TERM OF PLAN

This Plan shall be in effect from Jan. 1, 2021 to December 31, 2021. Attached to this plan is a resolution of the Governing Body of the Borough approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
PERMITTING PRE-PAYMENT OF CERTAIN ITEMS**

**Resolution #2021-15
01/7/21**

WHEREAS, the Borough of Oceanport has budgeted funds for 2021 for payment of utilities, payroll, debt service, governmental fees, and insurance, and for the printing and mailing costs of the Borough; and

WHEREAS, the payment of these items frequently arrives out of time for placement on the next available bill list thereby inadvertently placing these bills and mailings in arrears because of timing issues.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Oceanport that the Chief Financial Officer be and is hereby authorized to make pre-payment of the following fixed items prior to the same appearing on the meeting bill lists, such funds to be taken from the pre-budgeted amount for each such expenses for 2021 subject to review and approval by the Borough Administrator or their designee.

1. Utilities (electric, gas, water, sewer, cable and telephone).
2. Payroll.
3. Debt services as evidenced by pre-existing bonds and notes.
4. Health, dental and other insurance premiums.
5. Federal, state, county fees and taxes.
6. Postage for tax bills, newsletters, and other Township mailings.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
TAX GRACE PERIOD & INTEREST ON DELINQUENT TAXES**

**Resolution #2021-16
01/7/21**

WHEREAS, N.J.S.A. 54:4-66 et. seq., provides that taxes shall be payable in quarterly installments due on February 1st, May 1st, August 1st and November 1st, after which dates, if unpaid, shall become delinquent; and that a period of ten calendar days grace for the payment of taxes following said date be fixed and established; and

WHEREAS, if the tenth calendar day of the month on which the installment becomes payable falls on a weekend, the next business day will be deemed the last day to make payment without interest; and

WHEREAS, the Tax Collector, their office or the Borough of Oceanport cannot take responsibility on the method(s) or timing of delivery of payments to the office of the Tax Collector, the Tax Collector shall follow all guidelines and statutes in the collection and delivery of said payments to the banking institution delegated by the Borough within the specified time frame as stated in N.J.S.A. 40A:5-15.

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Oceanport that the Tax Collector is authorized to charge eight (8%) percent interest on delinquent taxes with a rate of 1/10th of One Percent (1%) for the first ten (10) days after each quarterly due date and Eight Percent (8%) for the first \$1,500 and Eighteen Percent (18%) on amounts in excess of the first \$1,500 of said delinquent taxes retroactive to the quarterly due date if paid after such ten (10) days.

BE IT FURTHER RESOLVED, by the Governing Body of the Borough of Oceanport, that a taxpayer who has a delinquency in excess of \$10,000 who fails to pay that delinquency prior to the end of a calendar year the Tax Collector shall also collect a penalty of six (6) percent of the amount of the delinquency plus interest calculated to December 31st.

BE IT FURTHER RESOLVED that the Borough Clerk provide a certified copy of this resolution to the Tax Collector.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE CANCELLING OF SMALL BALANCES AND/OR
DELINQUENCIES**

**Resolution #2021-17
01/7/21**

WHEREAS, the Council of the Borough of Oceanport finds and declares that N.J.S.A. 40A:5-17-1 empowers authorized municipal employees to process the cancellation of tax refunds and/or delinquencies of less than Ten (\$10.00) Dollars; and

WHEREAS, the Council further finds and declares that the Municipal Tax Collector is qualified to process the cancellation of tax refunds and/or delinquencies of less than Ten (\$10.00) Dollars; and

WHEREAS, the Council further finds and declares that it is in the best interest of the citizens of the Borough of Oceanport for the Municipal Tax Collector to be authorized to process the cancellation of tax refunds and/or delinquencies of less than Ten (\$10.00) Dollars in accordance with N.J.S.A. 40A:5-17-1;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Oceanport that the Municipal Tax Collector is hereby authorized to process the cancellation of tax refunds or delinquencies of less than Ten (\$10.00) Dollars during the calendar year of 2021 in accordance with N.J.S.A. 40A:5-17-1.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE TAX COLLECTOR TO CONDUCT A TAX LIEN SALE IN
2021**

**Resolution #2021-18
01/7/21**

WHEREAS, the Tax Collector is empowered by statute to conduct and preside over the sale of liens and N.J.S.A. 54-5 et. seq. provides for the enforcement and collection of such delinquencies through a tax lien sale.

BE IT RESOLVED by the Borough Council of the Borough of Oceanport that the Tax Collector is authorized to conduct a tax lien sale to be held in 2021 for those taxes and sewer utility charges due on real property that have been delinquent since December 31, 2019.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENTS TO THE POLICE DEPARTMENT FOR THE PERIOD
JANUARY 1, 2021 TO DECEMBER 31, 2021**

**Resolution #2021-19
01/7/21**

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

Special Law Enforcement Officer Class II:
None

Special Law Enforcement Officer Class I:
Cristi Mazzarella
Thomas Pullaro

School Crossing Guards
Kelly Abbate
Doris Agaman
Janet Wallace
Kathleen Britton
Gina Egidio
Maggie Lippolis
Frank Lippolis

Relief Crossing Guards
Buddy Brockelbank
William McNish
Wes Sherman

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

Michael Fagliarone
Lieutenant

BOROUGH OF OCEANPORT



POLICE DEPARTMENT

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

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

To: Oceanport Mayor and Council

From: Michael P. Kelly, Chief of Police
Donna Phelps, Borough Administrator; Jeanne Smith, Borough Clerk; Captain Michael Chenoweth

cc:

Date: December 7, 2020

Re: 2021 Police Department Annual Appointments

Please accept this as recommendation to appoint the following persons to the below listed police department positions for 2021:

Special Law Enforcement Officer Class II:

None

Special Law Enforcement Officer Class I:

- Cristi Milone
- Thomas Pullaro

School Crossing Guards:

- Kelly Abbate
- Doris Agaman
- Janet Wallace
- Kathleen Britton
- Gina Egidio
- Maggie Lippolis
- Frank Lippolis

-

Relief Crossing Guards:

- Buddy Brockelbank
- William McNish
- Wes Sherman

Thank you very much for your consideration and support!

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE BOROUGH OF OCEANPORT THROUGH THE
OCEANPORT POLICE DEPARTMENT (LEA) TO PARTICIPATE IN THE
DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE,
1033 PROGRAM TO ENABLE THE OCEANPORT POLICE DEPARTMENT TO
REQUEST AND ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT**

**Resolution #2021-20
01/7/21**

WHEREAS, the United States Congress authorizes the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to municipal, county, and state law enforcement agencies (LEA's); and

WHEREAS, DLA rules mandate that all equipment acquired through the 1033 Program remain under the control of the requesting LEA: and

WHEREAS, Participation in the 1033 Program allows municipal and county LEAs to obtain property they might not otherwise be able to afford to enhance community preparedness, response, and resiliency: and

WHEREAS, although property is provided through the 1033 program at no cost to the municipality and county LEA's these entities are responsible for the costs associated with delivery, maintenance, fueling, and upkeep of the property, and for specialized training on the operation of any acquired property: and

WHEREAS, N.J.S.A. 40A:5-30.2 requires that the governing body of the municipality, or county, approve by a majority of the full membership, both enrollment in, and the acquisition of any property through, the 1033 Program; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the Oceanport Police Department is hereby authorized to enroll in the 1033 Program for no more than a one-year period, with authorization to participate terminating on December 31 of the current calendar year from January 1st 2021 to December 31, 2021; and

NOW THEREFORE BE IT FURTHER RESOLVED that the Oceanport Police Department is hereby authorized to acquire items of non-controlled property designed "DEMIL A", which may include office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars, and any other supplies or equipment of a non-military nature identified by LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the Oceanport Police Department, without restrictions; and

NOW THEREFORE BE IT RESOLVED that the Oceanport Police Department is hereby authorized to acquire the following "DEMIL B through Q" property, if it shall become available in the period of time for which this resolution authorizes: (1) truck tractors (1) utility truck, (1) utility vehicle, off road.

BE IT FURTHER RESOLVED that the Oceanport Police Department shall develop and implement a full training plan and policy for the maintenance and use of the acquired property; and

BE IT FURTHER RESOLVED that the Oceanport Police Department shall provide a quarterly accounting of all property obtained through the 1033 Program which shall be available to the public upon request; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and shall be valid to authorize requests to acquire "DEMIL A" property and "DEMIL B through Q" property that may be made available through the 1033 Program during the period of time which this resolution authorizes; with Program participation and all property request authorization terminating on December 31st of the current calendar year from January 1, 2021 to December 31, 2021.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING OF CONTRACT FOR TOWING SERVICES FOR 2021**

**Resolution #2021-21
01/7/21**

WHEREAS, the Borough of Oceanport has determined there is a need for towing and storage services pursuant to the Chapter 361 of the Code of the Borough of Oceanport; and

WHEREAS, the Police Chief as authorized by ordinance solicited proposals from qualified towers to perform said services to the Borough on a rotating basis; and

WHEREAS; the Police Chief has recommended that Borough towing licenses be awarded to Procraft Auto Body, John's Auto and Truck Repair, LLC, Arties' Custom Styling, Brothers Towing and Central Towing and Recovery for 2021.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport, in the County of Monmouth and State of New Jersey that towing licenses for 2021 be awarded to Procraft Auto Body, John's Auto and Truck Repair, LLC, Arties' Custom Styling, Brothers Towing and Central Towing and Recovery; and

BE IT FURTHER RESOLVED that the Police Chief shall obtain the necessary certificates of insurance from said towing companies.

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

Michael Fagiarone
Lieutenant



POLICE DEPARTMENT

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

732.222.6300
Main

732.222.6301 ext 1015
Records

732.222.0945
Fax

To: Oceanport Mayor and Council

From: Chief Michael P. Kelly, Oceanport police Department

cc: Donna Phelps, Borough Administrator; Jeanne Smith, Borough Clerk

Date: December 7, 2020

Re: 2021 Towing Licenses

Chapter 361: Towing and Storage requires that the Chief of Police recommend the issuance of towing licenses for the Mayor and Council's consent and approval. As such the below listed companies have submitted applications and meet the criteria set forth in this chapter and are therefore recommended for licensing:

1. ProCraft Auto Body Inc., 1317 Eatontown Boulevard, Oceanport, NJ
 - Located within borough limits.
2. John's Auto and Truck Repair, LLC, 505 Joline Avenue, Long Branch, NJ
 - Located 0.5 driven miles from the boundary line of Oceanport on Branchport Avenue, bordering Long Branch, NJ.
3. Arties Custom Styling, 335 Joline Avenue, Long Branch, NJ
 - Located 0.9 driven miles from the boundary line of Oceanport on Branchport Avenue, bordering Long Branch, NJ.
4. Brother's Towing, 157 Westwood Avenue, Long Branch, NJ
 - Located 1.7 driven miles from the boundary line of Oceanport on Oceanport Avenue, bordering West Long Branch, NJ.
5. Central Towing and Recovery D.B.A. Morgan's Heavy Duty Towing, 31 Central Avenue, Red Bank, NJ
 - Located 2.7 driven miles from the boundary line of Oceanport on Oceanport Avenue, bordering Little Silver, NJ.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
SETTING THE FEES FOR EXTRA DUTY ASSIGNMENTS FOR CY2021**

**Resolution #2021-22
01/7/21**

WHEREAS, the fees for Extra Duty Assignments are to be set by resolution pursuant with Borough Code 78-13(C); and

NOW THEREFORE BE IT RESOLVED, that the fees for such Extra Duty Assignments are amended and set as follows:

1. The rate for Extra Duty Assignment shall be \$68.00 per hour for police officers, Class I and II special officers.
2. For Extra Duty Assignments exceeding 8 hours or between 5 P.M. and 7 A.M. or on a Saturday, Sunday or Federal holiday, or with less than 8 hours advance notice (emergency detail), the rate shall be \$79.00 per hour for police officers, Class I and II special officers.
3. All Extra Duty Assignment shall have a minimum of four (4) hours.
4. Notification of cancellations must be made not less than two (2) hours in advance or the four (4) hour minimum applies.

BE IT FURTHER RESOLVED that the following fees for such Extra Duty Assignments are set forth as follows for Monmouth Park Race Track.

1. The rate for Extra Duty Assignment shall be \$60.00 per hour for police officers, Class I and Class II special officers on live racing days only.
2. All Extra Duty Assignments shall have a minimum of (2) hours up to 2 hours.
3. All Extra Duty Assignments beyond 2 hours shall have a minimum of 4 hours.
4. The Chief or his designee shall be paid the hourly rate for scheduling Monmouth Park Race Track extra duty assignments.

BE IT FURTHER RESOLVED that the Collective Bargaining Unit may agree to a reduced minimum call out time and waive the increase after 5 p.m. and exceeding 8-hour rate for Non-Profit and Educational Organizations through a letter of agreement which shall apply to members covered under the PBA and other Police Department Employees:

BE IT FURTHER RESOLVED that an administrative fee of \$12.00 will be charged for every \$100.00 dollars billed for an Extra Duty Assignment.

BE IT FURTHER RESOLVED that if it is determined by the Chief of Police or his designee that a Borough vehicle is required for an Extra Duty Assignment a fee of \$10.00 per hour shall be billed for an Extra Duty Assignment. No fee shall be charged if the vehicles are "on patrol".

RESOLUTION OF THE BOROUGH OF OCEANPORT APPOINTMENTS TO BOARDS AND COMMITTEES

Resolution #2021-23 01/7/21

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

BOARD OF HEALTH

David LaPorta 4yr Term expiring 12/31/24

The **BOARD OF HEALTH** is now composed of the following members:

David LaPorta	4yr Term expiring 12/31/24
Karen Statmore	4yr Term expiring 12/31/21
Vacant	4yr Term expiring 12/31/22
Vacant	4yr Term expiring 12/31/23

CABLE & TECHNOLOGY COMMITTEE

James Whitson	1yr Term expiring 12/31/21
Joseph Foster	1yr Term expiring 12/31/21
Steve Heinsius	1yr Term expiring 12/31/21
John Fleming	1yr Term expiring 12/31/21
Frank Leslie	1yr Term expiring 12/31/21
Bryan Russell	1yr Term expiring 12/31/21

ENVIRONMENTAL ADVISORY COMMITTEE:

Patricia Cooper	3yr Term expiring 12/31/23
Richard Gruskos	3yr Term expiring 12/31/23
Jack L. Harris	Alternate #1
Douglas Mahler	Alternate #2

The **ENVIRONMENTAL ADVISORY COMMITTEE** is now composed of the following members:

Joseph Foster	3yr Term expiring 12/31/22
Robert Kelly	3yr Term expiring 12/31/22
Patricia Cooper	3yr Term expiring 12/31/23
Richard Gruskos	3yr Term expiring 12/31/23
Robert Broege	3yr Term expiring 12/31/21
Bruce Lane	3yr Term expiring 12/31/21
Thomas Cox	3yr Term expiring 12/31/21
Jack L. Harris	Alter #1 Term expiring 12/31/21
Douglas Mahler	Alter #2 Term expiring 12/31/21

GREEN TEAM ADVISORY COMMITTEE

Jen McDonald	3yr Term expiring 12/31/23
Angela Testa	3yr Term expiring 12/31/23
Andy Judkis	3yr Term expiring 12/31/23
Sara Torbet	1yr Term expiring 12/31/21

The **GREEN TEAM ADVSORY COMMITTEE** is now composed of the following members:

Robert Kleiberg	2yr Term expiring 12/31/21
Jordan Falcone	2yr Term expiring 12/31/21
Jen McDonald	3yr Term expiring 12/31/23
Angela Testa	3yr Term expiring 12/31/23
Andy Judkis	3yr Term expiring 12/31/23
Sara Torbet	1yr Term expiring 12/31/21
Vacant	3yr Term expiring 12/31/21

HISTORICAL COMMITTEE

Frank Baricelli	1yr Term expiring 12/31/21
John Bonforte	1yr Term expiring 12/31/21
Robin Kelly	1yr Term expiring 12/31/21
Rosanne Letson	1yr Term expiring 12/31/21
Paula Lombardo	1yr Term expiring 12/31/21
Mike MacStudy	1yr Term expiring 12/31/21
Debra Sharkey	1yr Term expiring 12/31/21
Barbara Sheppard	1yr Term expiring 12/31/21
Ric Siciliano	1yr Term expiring 12/31/21
Toni Sverapa	1yr Term expiring 12/31/21

RECREATION COMMITTEE

Jay Silverman	3yr Term expiring 12/31/23
Spencer Carpenter	3yr Term expiring 12/31/23
Jacqueline Patterson	3yr Term expiring 12/31/23
Beth Watkins	3yr Term expiring 12/31/23

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

Scott Marcantonio	3yr Term expiring 12/31/21
Greg Lockwood	3yr Term expiring 12/31/21
Jay Silverman	3yr Term expiring 12/31/23
Spencer Carpenter	3yr Term expiring 12/31/23
Jacqueline Patterson	3yr Term expiring 12/31/23
Beth Watkins	3yr Term expiring 12/31/23
Vacant	3yr Term expiring 12/31/22
Therese Wollman	3yr Term expiring 12/31/22
David Walker	3yr Term expiring 12/31/22
Joseph Degnan	3yr Term expiring 12/31/22

WATER WATCH COMMITTEE

Richard Gruskos	Term expiring 12/31/21
Thomas Cox	Term expiring 12/31/21
Kari Martin	Term expiring 12/31/21
Dr. Jessica Gruskos	Term expiring 12/31/21
Joseph Foster	Term expiring 12/31/21
Joseph Stark	Term expiring 12/31/21
Joan T. Cox	Term expiring 12/31/21
Ceil Mancini	Term expiring 12/31/21

**RESOLUTION OF THE BOROUGH OF OCEANPORT
BOROUGH OFFICIALS FOR 2021**

**Resolution #2021-24
01/7/21**

BE IT RESOLVED that the following appointments for 2021 by the Mayor are hereby ratified and confirmed.

Borough Administrator	Donna M. Phelps	
Borough Chaplain	Rev. Stacy Deerin	
Borough Clerk	Jeanne Smith	Tenured
Certified Public Works Manager	William White	
Chief Financial Officer	Catherine LaPorta	Tenured
Code Enforcement Officer	John Johnson	
Construction Official	John Johnson	(4yr term expiring 11/8/2022)
Court Administrator	Carol Smith	
Finance Personnel Manager	Catherine D. LaPorta	
Fire Official/Marshal	Tim Griffin	(2yr term expiring 12/31/2022)
Flood Plain Manager	William White	
Housing Inspector	Tim Griffin	
Joint Insurance Fund Commissioner	Donna M. Phelps	
Joint Insurance Fund Commissioner (Alternate)	Jeanne Smith	
Municipal Housing Liaison	Donna M. Phelps	
Municipal Court Judge	John A. Patti	(3yr term expiring 12/31/2022)
Qualified Purchasing Agent	Catherine D. LaPorta	
Public Defender	David Gardner, Robert Holden	
Recycling Coordinator	Donna M. Phelps	
Registrar, Vital Statistics	Jason Sutton	(3yr term expiring 12/31/2021)
Registrar, Deputy	Catherine D. LaPorta	
Safety Coordinator	Donna M. Phelps	
Searcher of Tax Liens	Peggy Warren	
Searcher of Assessment Liens	Jeanne Smith	
Tax Assessor	John Butow	Tenured
Tax Collector	Peggy Warren	Tenured
Sewer Authority Commissioner, TRWRA	John Bonforte	(5yr term expiring 01/31/2024)
Sewer Authority Commissioner, TRWRA	Michael MacStudy	(5yr term expiring 01/31/2025)
Subcode Official, Building	Django Wiegiers	Tenured
Subcode Official, Electrical	James McCormick	Tenured
Subcode Official, Fire	Django Wiegiers	(4yr term expiring 06/01/2021)
Subcode Official, Plumbing	John Palmer	Tenured
Zoning Officer	John Johnson	

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING A PUBLIC AGENCY COMPLIANCE OFFICER IN
ACCORDANCE WITH N.J.A.C. 17:27-3.5**

**Resolution #2021-25
01/7/21**

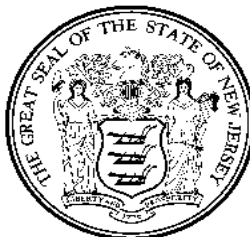
WHEREAS, in accordance with N.J.A.C. 17:27-3.5, each public agency shall annually designate an officer or employee to serve as its Public Agency Compliance Officer; and

WHEREAS, Donna Phelps, Borough Administrator is the appropriate employee of the Borough to serve as the Public Agency Compliance Officer;

NOW, THEREFORE, BE IT RESOLVED by the Oceanport Mayor and Council that the Borough Administrator, Donna Phelps, be designated as the Public Agency Compliance Officer under the Affirmative Action requirements on behalf of the Borough of Oceanport.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the New Jersey Department of the Treasury, Division of Contract Compliance & Equal Employment Opportunity in Public Contracts.

**NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE &
EQUAL EMPLOYMENT OPPORTUNITY IN
PUBLIC CONTRACTS**



DESIGNATION OF PUBLIC AGENCY COMPLIANCE OFFICER (P.A.C.O)

The designated Public Agency Compliance Officer (P.A.C.O) is:

Public Agency:	Borough of Oceanport
Name of P.A.C.O.:	Donna Phelps
Title:	Borough Administrator
Business Address:	PO Box 370, Oceanport, NJ 07757
Telephone:	732-222-8221
Fax:	732-222-0904
E-mail:	dphelps@oceanportboro.com
Current Highest Elected or Appointed Official:	Mayor John F. Coffey, II

- ☐ No person currently serving as the P.A.C.O
- ☐ The P.A.C.O. will be appointed at the next Board/Council meeting. A copy of the resolution designating the appointee will be sent to the Division of Contract Compliance & Equal Opportunity Office.
- ☐ Additional technical assistance is requested

PUBLIC AGENCY OFFICIAL'S SIGNATURE

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF REPRESENTATIVES TO THE MONMOUTH COUNTY
COMMUNITY DEVELOPMENT PROGRAM**

**Resolution #2021-26
01/7/21**

BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that DONNA PHELPS is hereby appointed Community Development Representative and WILLIAM WHITE is appointed as the Alternate for the Monmouth County Community Development Program during calendar year 2021.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING A CLEAN COMMUNITIES COORDINATOR**

**Resolution #2021-27
01/7/21**

WHEREAS, there is a need for a Clean Communities Coordinator for the Borough of Oceanport; and

WHEREAS, there is also a need for a Clean Communities Coordinator to apply for and submit Clean Communities Grants to various agencies;

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

1. Donna Phelps is hereby appointed as Clean Communities Coordinator for the Borough of Oceanport for the period commencing January 1, 2021 and ending December 31, 2021.
2. The Clean Communities Coordinator is authorized to prepare, apply for and submit Clean Communities Grants to any and all applicable state, federal and local agencies.
3. The Mayor and Borough Clerk are hereby authorized to execute any and all documents in furtherance of the aforesaid Clean Communities Grants.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
CONSENT TO THE APPOINTMENT OF ADA COORDINATOR AND DEPUTY
ADA COORDINATOR FOR CY2021**

**Resolution #2021-28
01/7/21**

WHEREAS, pursuant to the Code of the Borough of Oceanport there is a need to appoint employees of the Borough to serve as ADA Coordinator and Deputy Coordinator to coordinate Borough efforts to comply with and carry out the responsibilities under ADA and the rules promulgated thereto; and

WHEREAS, the Mayor, with the advice and consent of Council, is authorized to make said appointment pursuant to the Code of the Borough of Oceanport; and

WHEREAS, the Mayor desires to appoint John Johnson to the position of ADA Coordinator and Donna M. Phelps to the position of Deputy Coordinator,

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

1. That pursuant to N.J.S.A. 40:69A-36(B), the Borough Council does hereby consent to the Mayor's appointment of John Johnson as ADA Coordinator and Donna M. Phelps as Deputy Coordinator for the period commencing January 1, 2021 through December 31, 2021.
2. Appointees shall serve without compensation.
3. Copies of this resolution to Municipal Administrator, Appointee and any other interested parties.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING A DESIGNATED EMPLOYER REPRESENTATIVE FOR
CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING
POLICIES FOR COMMERCIAL DRIVERS LICENSES AS PER 49 CFR PART
382**

**Resolution #2021-29
01/7/21**

WHEREAS, the United States Department of Transportation and the Federal Motor Carrier Safety Administration as mandated in 49 CFR Part 382, require every entity who employs employees with commercial driver's licenses appoint a Designated Employer Representative who will make formal decisions regarding the approved drug and alcohol testing policy and;

WHEREAS, the Monmouth Municipal Joint Insurance Fund and the Municipal Excess Liability Fund require that the D.E.R. be an employee of the municipality and must have a complete understanding of the commercial driver's license drug and alcohol testing procedures outlined by federal law as well as the employer's policies and procedures and;

WHEREAS, the D.E.R. must be authorized and empowered to take immediate action to remove employees from safety-sensitive duties if test results warrant such action and;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport that Construction Official John Johnson and Borough Administrator Donna M. Phelps have completed the required training as outlined by the MJIF and MEL and prescribed by the USDOT, FMCSA, and federal law 49 CFR Part 382.

BE IT FURTHER RESOLVED, that John Johnson will serve as the primary D.E.R. and Donna M. Phelps as the secondary D.E.R. as part of their current job duties and responsibilities without additional compensation or remuneration.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENTS FOR FIRE POLICE FOR CY2021**

**Resolution #2021-30
01/7/21**

BE IT RESOLVED, by John F. Coffey, II, Mayor of the Borough of Oceanport, that the following appointments be made with the advice and consent of Council as recommended by the Fire Police Captain and approved by the Chief of Police:

FIRE POLICE MEMBERS:

Oceanport Hook & Ladder Fire Co.:

Robert Howie

Port Au Peck Chemical Hose Co.:

Bill McNish, Captain
Clarence Brocklebank, 1st Lieutenant
Bob D'Agostino
Alfred DeSantis
Frank Lippolis,
Fred Fillippone
Wes Sherman

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING A MUNICIPAL PROSECUTOR**

**Resolution #2021-31
01/7/21**

WHEREAS, pursuant to N.J.S.A. 2B:25-4 and § 41-9 of the Code of the Borough of Oceanport there exists a need to appoint a qualified attorney as Municipal Prosecutor for the Borough; and

WHEREAS, pursuant to Local Finance Notice 2005-32, such salaried appointed positions are not subject to the Fair and Open Process; and

WHEREAS, the Municipal Prosecutor has made recommendations regarding Alternate Municipal Prosecutors who may be called upon in matters where there may be a potential conflict presented, or due to the Municipal Prosecutor's unavailability.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the Borough of Oceanport, in the County of Monmouth, State of New Jersey makes the following appointment with the advice and consent of the Borough Council for Municipal Prosecutor to be compensated pursuant to the Borough's applicable salary ordinance:
Municipal Prosecutor: James N. Butler, Esq.

BE IT FURTHER RESOLVED that notice of these appointments shall be published by the Borough Clerk in the Borough's official newspaper.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF BOROUGH ATTORNEY AND AWARD OF A NON-FAIR
AND OPEN CONTRACT BETWEEN THE ARNETTE LAW FIRM, LLC AND
THE BOROUGH OF OCEANPORT FOR THE PERIOD
JANUARY 1, 2021 TO DECEMBER 31, 2021**

**Resolution #2021-32
01/7/21**

WHEREAS, legal services are a professional service as defined in N.J.S.A. 40A:11-5(1)(a)(i) et seq.; and

WHEREAS, the Borough of Oceanport desires to retain the services of **The Arnette Law Firm, LLC**, The Coastal Building, 151 Bodman Place, Suite 200, Red Bank, New Jersey 07701 as Borough Attorney for the period commencing January 1, 2021 and ending December 31, 2021 by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, pursuant to Oceanport Borough Code §35-8, the municipality shall award all contracts or agreements for the provision of professional services on the basis of qualification based, competitive negotiation; and

WHEREAS, §35-8(l) of the Oceanport Borough Code allows the Borough Council to waive part or all of the requirements of §35-8 by a majority vote of the full Council in the event compliance with part or all of the requirements delineated in §35-8 is impracticable; and,

WHEREAS, the Borough Council finds that it is in the best interests of the Borough that the requirements set forth in Oceanport Borough Code §35-8 be waived and The Arnette Law Firm, LLC be awarded the contract based upon experience and specialized knowledge of the Borough; and

WHEREAS, the Borough has determined that the value of the services may exceed \$17,500.00; and

WHEREAS, The Arnette Law Firm, LLC has completed and submitted a Business Entity & Political Contribution Disclosure Certification which certifies that The Arnette Law Firm, LLC have 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 The Arnette Law Firm, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, funds shall be available for the stated purpose in the 2021 municipal budget subject to adoption of the 2021 budget.

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

1. The Arnette Law Firm, LLC is hereby appointed as Borough Attorney for CY 2021.
2. The Arnette Law Firm, LLC is prohibited from making any reportable contribution to a political or candidate committee during the term of this appointment.
3. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for a maximum contract amount of \$75,000.00 payable at an hourly rate not to exceed \$155.00 per hour.
4. That the within Resolution shall be subject to certification by the Borough CFO that funds are available for the stated purpose.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Political Contribution Disclosure Form, the contract & resolution shall be placed on file in the office of the Borough Clerk.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in a newspaper of general circulation within the boundaries 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 sufficient funds are available in Account #01-201-20-155-218 pending adoption of the CY 2021 Budget.



Catherine D. LaPorta, CFO

**The Arnette Law Firm, LLC**

The Coastal Building on the Navesink
151 Bodman Place, Suite 200
Red Bank, New Jersey 07701
732-933-9900 Fax: 732-933-9959

Scott C. Arnette, Esq.
Certified Civil Trial Attorney
by the Supreme Court of NJ

December 14, 2020

Jeanne Smith, RMC
Borough of Oceanport
315 E. Main Street
Oceanport, NJ 07757

Re: Business Entity Disclosure Certification

Dear Ms. Smith:

I have enclosed the Business Entity Disclosure Certification for Non-Fair and Open Contracts required pursuant to N.J.S.A. 19:44A-20.8 for the Borough of Oceanport. This will also confirm that my hourly rate for professional services will remain unchanged at \$155.00 per hour, as it has been for the last several years.

Thank you for your kind attention.

Very truly yours,

SCOTT C. ARNETTE, ESQ.
Municipal Attorney
Borough of Oceanport
sarnette@arnettelaw.com

SCA:dl
Enc.

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 Scott C. Arnette, The Arnette Law Firm, LLC, 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 2021 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
Scott C. Arnette	20 Bayonne Avenue, Monmouth Beach, NJ 07750

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: The Arnette Law Firm, LLC

Signature of Affiant: _____

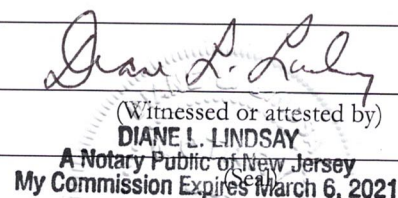
Title: _____

Printed Name of Affiant: Scott C. Arnette, Esq.

Date: December 14, 2020

Subscribed and sworn before me this 14th day of December, 2020

My Commission expires: 3/6/21


 (Witnessed or attested by)
DIANE L. LINDSAY
 A Notary Public of New Jersey
 My Commission Expires March 6, 2021

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF BOROUGH AUDITOR AND AWARD OF A NON-FAIR
AND OPEN CONTRACT BETWEEN SUPLEE CLOONEY AND THE
BOROUGH OF OCEANPORT FOR THE PERIOD
JANUARY 1, 2021 TO DECEMBER 31, 2021**

**Resolution #2021-33
01/7/21**

WHEREAS, the Borough of Oceanport has a need to retain professional auditor services to prepare the Borough's 2020 annual financial statement, 2020 annual debt statement and any 2021 supplemental(s); perform the 2020 audit; assist in the preparation of the CY2021 budget preparation process, excluding department detail worksheets, to attend Borough Council meetings, as needed; to provide technical advice during the Calendar Year ending December 31, 2021, as needed, and to review the Employee's Deferred Compensation Plan; and

WHEREAS, the Borough of Oceanport desires to retain the services of **Suplee, Clooney & Company, 308 E. Broad St., Westfield, NJ 07090** as Borough Auditor for the period commencing January 1, 2021 and ending December 31, 2021 by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, pursuant to Oceanport Borough Code §35-8, the municipality shall award all contracts or agreements for the provision of professional services on the basis of qualification based, competitive negotiation; and

WHEREAS, §35-8(l) of the Oceanport Borough Code allows the Borough Council to waive part or all of the requirements of §35-8 by a majority vote of the full Council in the event compliance with part or all of the requirements delineated in §35-8 is impracticable; and,

WHEREAS, the Borough Council finds that it is in the best interests of the Borough that the requirements set forth in Oceanport Borough Code §35-8 be waived and Archer & Greiner, P.C. be awarded the contract based upon their experience and specialized knowledge of the subject matter; and

WHEREAS, the Borough has determined that the value of the services may exceed \$17,500.00; and

WHEREAS, Suplee, Clooney & Company has completed and submitted a Business Entity & Political Contribution Disclosure Certification which certifies that Suplee, Clooney & Company have 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 Suplee, Clooney & Company from making any reportable contributions through the term of the contract; and

WHEREAS, funds shall be available for the stated purpose in the 2021 municipal budget subject to adoption of the 2021 budget.

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

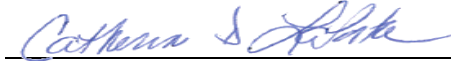
1. Suplee, Clooney & Company be and is hereby appointed as Borough Auditor for CY 2021.
2. Suplee, Clooney & Company is prohibited from making any reportable contribution to a political or candidate committee during the term of this appointment.
3. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for a maximum contract amount of \$25,000.00.
4. That the within Resolution shall be subject to certification by the Borough CFO that funds are available for the stated purpose.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Political Contribution Disclosure Form, the contract & resolution shall be placed on file in the office of the Borough Clerk.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in a newspaper of general circulation within the boundaries 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 sufficient funds are available in Account # 01-201-20-130-203 pending adoption of the CY 2021 Budget.



Catherine D. LaPorta, CFO

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 Suplee, Clooney & Company 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 2021 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 II	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
Robert B. Cagnassola	150 Scott Drive, Watchung, NJ 07069

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: Suplee, Clooney & Company
 Signature of Affiant: William E. Swisher
 Title: Partner
 Printed Name of Affiant: William E. Swisher
 Date: December 28, 2020

Subscribed and sworn before me this 28th day of
December, 2020

My Commission expires:

Maureen V. Farrell
 (Witnessed or attested by)

(Seal)





SUPLEE, CLOONEY & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

308 East Broad Street, Westfield, New Jersey 07090-2122

Telephone 908-789-9300

Fax 908-789-8535

E-mail info@scnco.com

The Honorable Mayor and
Members of the Borough Council
Borough of Oceanport
315 East Main Street
Oceanport, New Jersey 07757

We appreciate the opportunity to submit a proposal to perform the annual audit of the Borough of Oceanport.

Our audit shall cover the books, accounts and monies under the auspices of the Borough's Chief Financial Officer, Tax Collector, and outside departments as required by N.J.S.A. 40A:5-4.

Our audit of the financial statements, records and other pertinent data of the Borough of Oceanport would be made in accordance with generally accepted auditing standards and audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey and such other auditing procedures as we consider necessary in the circumstances. We will also perform a compliance audit of federal funds and state funds in accordance with the Federal Uniform Guidance and New Jersey OMB Circular 15-08.

As part of our report, we will include recommendations and comments concerning the internal control and financial activities of the Borough of Oceanport.

The Borough will furnish the following:

- A. All financial statements, records, books of original entry, supporting documents and other related records, as requested.
- B. Copies of the Borough's minutes, policy directives, grant agreements, contracts, leases, budgets and other documents or data pertinent to the audit and such other information as may be required in the conduct of the audit.
- C. Adequate working space and other facilities for the conduct of the audit.
- D. Assistance by Borough staff - which is considered desirable and necessary - including, but not limited to, the preparation of account analyses, summaries and providing other documentation.

SUPLEE, CLOONEY & COMPANY

The Honorable Mayor and
Members of the Borough Council
Borough of Oceanport

We propose the following schedule of services and fees:

- A. **2020 Statutory Audit** - Audit of Current Fund, Trust Fund, Capital Fund, Utility Fund, General Fixed Assets Account Group, and various other offices as prescribed by the Division of Local Government Services including Federal and State programs in accordance with the Federal Uniform Guidance and State of New Jersey OMB Circular 15-08.....
- B. Assistance with the preparation of 2020 Annual Financial Statement, 2020 Annual Debt Statement.....
- C. Assistance with the 2021 Annual Municipal Budget, including preparation of the budget document and budget Amendments, and attendance at any budget meetings or public hearings.....

\$26,025.00

For all of the above

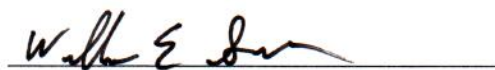
Any additional services, should they be requested by the Borough would be mutually agreed upon before the commencement of any work and billed at the following rates:

Partner	-	\$150.00 - \$175.00
Manager	-	\$115.00
Senior Staff	-	\$ 90.00 - \$105.00
Staff Accountant	-	\$ 75.00 - \$ 85.00

Should you desire any additional information, please call.

Yours very truly,

SUPLEE, CLOONEY & COMPANY



William E. Swisher, Partner

December 28, 2020

WES:mvf

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF BOROUGH BOND COUNSEL AND AWARD OF A NON-
FAIR AND OPEN CONTRACT BETWEEN ARCHER & GREINER, P.C. AND
THE BOROUGH OF OCEANPORT FOR THE PERIOD
JANUARY 1, 2021 TO DECEMBER 31, 2021**

**Resolution #2021-34
01/7/21**

WHEREAS, the Borough of Oceanport is in need of professional legal services to act as bond counsel; and

WHEREAS, the Borough of Oceanport desires to retain the services of **Archer & Greiner, P.C., Riverview Plaza, 10 Highway 35, Red Bank, NJ 07701** as Borough Bond Counsel for the period commencing January 1, 2021 and ending December 31, 2021 by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, pursuant to Oceanport Borough Code §35-8, the municipality shall award all contracts or agreements for the provision of professional services on the basis of qualification based, competitive negotiation; and

WHEREAS, §35-8(l) of the Oceanport Borough Code allows the Borough Council to waive part or all of the requirements of §35-8 by a majority vote of the full Council in the event compliance with part or all of the requirements delineated in §35-8 is impracticable; and,

WHEREAS, the Borough Council finds that it is in the best interests of the Borough that the requirements set forth in Oceanport Borough Code §35-8 be waived and Archer & Greiner, P.C. be awarded the contract based upon experience and specialized knowledge of the Borough; and

WHEREAS, the Borough has determined that the value of the services may exceed \$17,500.00; and

WHEREAS, Archer & Greiner, P.C. has completed and submitted a Business Entity & Political Contribution Disclosure Certification which certifies that Archer & Greiner, P.C. have 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 Archer & Greiner, P.C. from making any reportable contributions through the term of the contract; and

WHEREAS, funds shall be available for the stated purpose in the 2021 municipal budget subject to adoption of the 2021 budget.

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

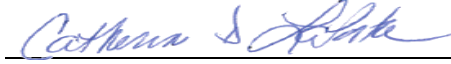
1. Archer & Greiner, P.C. is hereby appointed as Borough Bond Counsel for CY 2021.
2. Archer & Greiner, P.C. is prohibited from making any reportable contribution to a political or candidate committee during the term of this appointment.
3. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for a maximum contract amount of \$20,000.00 payable at an hourly rate in accordance with the submitted 2021 rate schedule.
4. That the within Resolution shall be subject to certification by the Borough CFO that funds are available for the stated purpose.
5. This contract is awarded 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.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Political Contribution Disclosure Form, the contract & resolution shall be placed on file in the office of the Borough Clerk.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in a newspaper of general circulation within the boundaries 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 sufficient funds are available in Account #01-201-20-130-206 pending adoption of the CY 2021 Budget.



Catherine D. LaPorta, CFO

BOND COUNSEL SERVICES A G R E E M E N T

THIS AGREEMENT, made as of this _____ day of January, 2021, between the BOROUGH OF OCEANPORT, a body politic of the State of New Jersey, herein designated as the "Borough", party of the first part, and ARCHER & GREINER P.C., Attorneys at Law with offices at 10 Highway 35, Red Bank, New Jersey 07701, hereinafter designated as "Bond Counsel", party of the second part:

WITNESSETH:

1. The Borough desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The Borough desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.

C. When the Borough determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents authorizing the bond sale. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will coordinate the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and in the local newspaper, as required by law, and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the Borough determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the Borough Attorney for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

F. Bond Counsel will provide other legal advice requested by the Borough, provided such advice is within the legal expertise of Bond Counsel's law firm.

G. Bond Counsel will prepare, review and distribute the Preliminary and Final Official Statements in connection with any bond or note financing.

H. Bond Counsel will provide legal services, prepare the necessary documentation and review and comment upon all documents in connection with any capital equipment lease financing or pooled loan financing undertaken by the Borough.

I. Bond Counsel will provide legal services listed in the Borough's solicitation of proposals, and same are incorporated herein by this reference.

3. The Borough will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of \$3,250, plus \$1.00 per thousand dollars of bonds issued. Time relating to the review of the Official Statement, the continuing disclosure document or other disclosure document will be billed at the hourly rates described in Section 3F below.

B. For services rendered in connection with the preparation of each bond ordinance, a fee of \$350 for each single purpose ordinance and \$500 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 hereof such as attendance at meetings, attention to litigation or other matters described in Section 3F, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$1,100.00 for Bond Counsel's approving legal opinion in connection with such a financing and \$0.50 per thousand dollars of bond or tax anticipation notes or emergency notes issued. If additional services are required, such as with issues involving refundings or the combination of numerous ordinances, the additional time required will be billed at the hourly rates in effect when the services are performed.

D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee based on the responsibility assumed and time involved will be billed at the hourly rates described in Section 3F below.

E. In the event of a refunding bond issue providing for the payment of a prior issue of bonds, there will be a fee of \$4,500 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates are \$90 per hour for paralegals, \$130 per hour for associate attorneys and \$145 per hour for partners/counsel. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, attention to or services rendered with regard to any litigation that may occur or any legal question posed by the Borough, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing, pooled financing or any local financing undertaken by the Borough through the MCIA, USDA, NJIB or any other legal services the Borough wishes Bond Counsel to perform.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing

official statements, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the Borough.

I. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the Borough hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

IN WITNESS WHEREOF, the BOROUGH OF OCEANPORT has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

BOROUGH OF OCEANPORT

ATTEST:

BY: _____
_____,
Authorized Officer

_____,
Borough Clerk

ARCHER & GREINER P.C.

BY: _____
JOHN M. CANTALUPO, ESQ.

P.L. 1975, C. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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, sex, 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, sex, affectional or sexual orientation. 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.

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, sex, affectional or sexual orientation.

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.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

The contractor or subcontractor agrees to review all procedures relating 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

219909572v1

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 Archer & Greiner, PC 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 2021 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
	No one stockholder owns 10% or more.

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: Archer & Greiner, PC

Signature of Affiant: _____

Title: Partner

Printed Name of Affiant: John M. Cantalupo

Date: December 14, 2020

Subscribed and sworn before me this 14 day of
December, 2020

My Commission expires:

December 14, 2021

Scout Reagan Laura Beyer
 (Witnessed or attested by)

(Seal)

SCOUT REAGAN LAURA BEYER
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires December 14, 2021

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

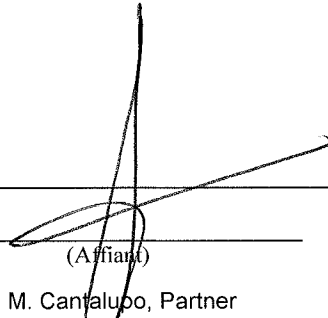
☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>14</u> day of <u>December</u> , 20 <u>20</u> _____ (Notary Public) <i>Scout Reagan Laura Beyér</i> My Commission expires: <u>December 14, 2021</u>  (Affiant) <u>John M. Cantalupo, Partner</u> (Print name & title of affiant) _____ (Corporate Seal)	

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	Archer & Greiner, PC		
Address:	Riverview Plaza, 10 Highway 35		
City:	Red Bank	State:	NJ
		Zip:	07701

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature  _____

John M. Cantalupo
Printed Name _____

Partner
Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

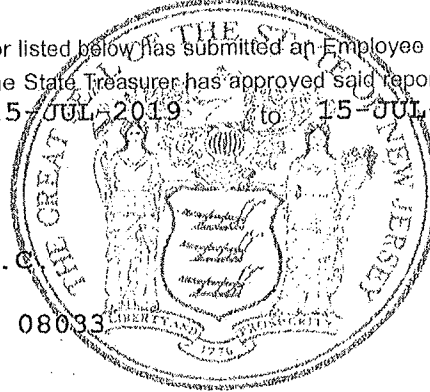
[illegible]☐ Check here if the information is continued on subsequent page(s)

Certification 11582

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2019** to **15-JUL-2022**

ARCHER & GREINER, P.C.
ONE CENTENNIAL SQUARE
HADDONFIELD NJ 08033



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

12/30/04

Taxpayer Identification# 222-092-948/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

For a complete list of questions, visit our website at www.nj.gov or call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully
John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 262
TRENTON, NJ 08646-0252

TAXPAYER NAME:

ARCHER & GREINER, A PROFESSIONAL CORPORATION

TRADE NAME:

ADDRESS:

1 CENTENNIAL SQUARE
HADDONFIELD, NJ 08033

SEQUENCE NUMBER:

0066793

EFFECTIVE DATE:

12/12/75

ISSUANCE DATE:

12/30/04

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Client#: 347414

ARCHEGREIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220		CONTACT NAME: Evelyn Humphrey PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ehumphrey@connerstrong.com ADDRESS:															
INSURED Archer & Greiner, P.C. One Centennial Square Haddonfield, NJ 08033		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B: Chubb Insurance Company of New Jersey</td> <td>41386</td> </tr> <tr> <td>INSURER C: Pacific Indemnity Company</td> <td>20346</td> </tr> <tr> <td>INSURER D: Houston Casualty Co</td> <td>42374</td> </tr> <tr> <td>INSURER E: See Below</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Company	20303	INSURER B: Chubb Insurance Company of New Jersey	41386	INSURER C: Pacific Indemnity Company	20346	INSURER D: Houston Casualty Co	42374	INSURER E: See Below		INSURER F:	
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INSURER E: See Below																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		35983230	10/01/2020	10/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$Included \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		99482689	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED. RETENTION \$		79875820	10/01/2020	10/01/2021	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	71746868	10/01/2020	10/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Cyber Liability		H20NGP20410600	10/01/2020	10/01/2021	\$5,000,000
E	Prof Liability		See Below	10/03/2020	10/03/2021	See below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\$20,000,000 Primary Lawyers Professional Policy Is Quota Share as follows:

Insurer 1: Evanston Insurance Company (25% Participation), Policy #MKLV7PL0004372, NAIC #35378;

Insurer 2: Everest Indemnity Insurance Company (25% Participation), Policy #PL5EO00591201, NAIC #10120;

Insurer 3: Aspen Specialty Insurance Company (25% Participation), Policy #LRA7KK820, NAIC #10717;

Insurer 4: Indian Harbor Insurance Company (25% Participation), Policy #LPN903959801, NAIC #36940.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Archer & Greiner, P.C. One Centennial Square Haddonfield, NJ 08033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>W. Michael Thompson</i>
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DESCRIPTIONS (Continued from Page 1)

\$10,000,000 x \$20,000,000 Excess Professional Policy is Quota Share as follows:

Insurer 5: Columbia Casualty Insurance Company (50% Participation), Policy #425222568, NAIC #20443;

Insurer 6: Ironshore Specialty Insurance Company (50% Participation), Policy #LPL7NAB3L4N001, NAIC #25445.

\$10,000,000 x \$30,000,000 Excess Professional Policy is Quota Share as follows:

Insurer 7: Indian Harbor Insurance Company (50% Participation), Policy #LPE903768802, NAIC #36940;

Insurer 8: Old Republic Union Insurance Company (50% Participation), Policy #ORPRO45337, NAIC #31143.

Evidence of Insurance

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ARCHER & GREINER, PC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>N/A</u> Exemption from FATCA reporting code (if any) <u>N/A</u> (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. ONE CENTENNIAL SQUARE	Requester's name and address (optional)
6 City, state, and ZIP code HADDONFIELD, NJ 08033	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
2	2		2	0	9	2	9	4	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

1/7/20

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF BOROUGH ENGINEER AND AWARD OF A NON-FAIR
AND OPEN CONTRACT BETWEEN MASER CONSULTING INC. AND THE
BOROUGH OF OCEANPORT FOR THE PERIOD
JANUARY 1, 2021 TO DECEMBER 31, 2021**

**Resolution #2021-35
01/7/21**

WHEREAS, the Borough has need of general and special engineering services; and

WHEREAS, the Borough of Oceanport desires to retain the services of William HR White III of **Maser Consulting Inc., 331 Newman Springs Road #203, Red Bank, New Jersey 07701 (soon to be known as Colliers International Group, Inc.)** as Borough Engineer for the period commencing January 1, 2021 and ending December 31, 2021 by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, pursuant to Oceanport Borough Code §35-8, the municipality shall award all contracts or agreements for the provision of professional services on the basis of qualification based, competitive negotiation; and

WHEREAS, §35-8(l) of the Oceanport Borough Code allows the Borough Council to waive part or all of the requirements of §35-8 by a majority vote of the full Council in the event compliance with part or all of the requirements delineated in §35-8 is impracticable; and,

WHEREAS, the Borough Council finds that it is in the best interests of the Borough that the requirements set forth in Oceanport Borough Code §35-8 be waived and Maser Consulting, Inc. be awarded the contract based upon their experience and specialized knowledge of the subject matter; and

WHEREAS, the Borough has determined that the value of the services may exceed \$17,500.00; and

WHEREAS, Maser Consulting Inc. (soon to be known as Colliers International Group, Inc.) has completed and submitted a Business Entity & Political Contribution Disclosure Certification which certifies that Maser Consulting Inc. have 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 Maser Consulting Inc. (soon to be known as Colliers International Group, Inc.) from making any reportable contributions through the term of the contract; and

WHEREAS, funds shall be available for the stated purpose in the 2021 municipal budget subject to adoption of the 2021 budget.

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

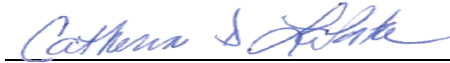
1. William HR White, III, PE and Maser Consulting, Inc. (soon to be known as Colliers International Group, Inc.) be and are hereby appointed as Borough Engineer for CY 2021.
2. Maser Consulting, Inc. (soon to be known as Colliers International Group, Inc.) is prohibited from making any reportable contribution to a political or candidate committee during the term of this appointment.
3. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for a maximum contract amount not to exceed \$63,000.00 at a monthly rate of \$5,250.
4. That the within Resolution shall be subject to certification by the Borough CFO that funds are available for the stated purpose.
5. This contract is awarded 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.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Political Contribution Disclosure Form, the contract & resolution shall be placed on file in the office of the Borough Clerk.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in a newspaper of general circulation within the boundaries 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 sufficient funds are available in Account # 01-201-20-165-243 pending adoption of the CY 2021 Budget.



Catherine D. LaPorta, CFO

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made as of January ___, 2021.

BETWEEN: The Borough of Oceanport, in the County of Monmouth and the State of New Jersey, hereinafter referred to as "MUNICIPALITY;"

AND William H.R. White, III, P.E., P.P., C.M.E., C.F.M., of the firm of Maser Consulting Inc. (to be known as Colliers Engineering & Design, Inc. in 2021), 331 Newman Springs Road, Suite 203, Red Bank, New Jersey, Monmouth County, hereinafter referred to as "ENGINEER."

WHEREAS, the MUNICIPALITY desires to engage a Municipal Engineer to furnish professional engineering services for the MUNICIPALITY'S Basic Services as outlined below; and

WHEREAS, by entering into this Agreement the MUNICIPALITY signifies that the services to be performed by the ENGINEER shall be considered those of a "Professional Service" in accordance with NJSA 40A:11-1 et seq., and Engineer represents that his service to the Borough qualifies as such Professional Services.

NOW, THEREFORE, the MUNICIPALITY and ENGINEER, in consideration of their mutual covenants, hereinafter set forth, agree as follows to wit:

I. EXTENT OF SERVICES

The services to be provided by the Engineer encompass those normally provided by a municipal engineer and specifically include those services required of a municipal engineer by Statute and Ordinance as well as any other unspecified services required by the Municipality throughout the term of the Engineer's appointment. When required herein the Engineer will receive his directions or work requests from the Borough Council.

II. BASIS OF PROPOSAL

Portions of this proposal are based upon the recommendations of Consulting Engineering - A Guide for the Engagement of Engineering Services, A.S.C.E. Manual No. 45, 1988 Edition, American Society of Civil Engineers, 345 East 47th Street, New York, New York. In those circumstances not specifically provided for in this agreement or in the case of disagreement between the Municipality and the Engineer regarding any terms of this agreement, the applicable recommendations of Manual No. 45 shall apply.

III. STATUS OF ENGINEER, HIS ASSOCIATED FIRM AND EMPLOYEES

1) The Municipality, subject to appropriation of funds, authorizes the Engineer to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is agreed and understood that services will be provided, and certain functions will be performed on behalf of the Municipality, pursuant to the terms of this proposal, by employees of the Engineer's associated firm, Maser Consulting Inc.

IV. ENGINEERING SERVICES TO BE PROVIDED

1) Related to duties and responsibilities imposed on a Municipal Engineer by Government Statute, Law, Regulations or Ordinance:

a. Direct Personal Service and Advice

Professional services of the Engineer, or, in the Engineer's absence, the services of a qualified licensed associate, rendered on a part time basis, to attend meetings of the Municipal governing body and to provide general engineering advice. Such direct service will not include preparation of any drawings or detailed reports, or the services of any office staff in addition to the Engineer, or any service specifically scheduled hereinafter in this Proposal.

b. Review of Subdivision and Site Plan Proposals

When directed, the Engineer shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding their conformance to applicable municipal ordinances and/or to the general requirements of design practice.

c. Observation of Improvement Installations

When directed or required, the Engineer shall provide services necessary to observe, assess conformity to Ordinance requirements and report upon the installation of site improvements and subdivision public improvements in connection with commercial and residential site developments.

d. Review and Direction Concerning Permits and Certificates

When directed or required, the Engineer shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the Engineer shall provide technical advice to other municipal employees, officials and agents concerning their review of such documents.

e. Judicial and Quasi-Judicial Proceedings

When directed by the Municipality or when subpoenaed in connection with Municipal business to attend and testify in judicial or quasi-judicial hearings, the Engineer shall provide the services necessary to prepare for and shall submit testimony regarding any items in question.

2) Related to duties and responsibilities other than those included in subpart 1) above:

a. Design Type (Contract) Projects - Basic Services

The Engineer shall provide basic services on design type projects as listed in detail in A.S.C.E. Manual No. 45 (pp. 6, through and including 13) including preliminary conferences with representatives of the Municipality, preparation of preliminary or design reports when required, preparation of plans, specifications and other contract documents, the establishment of base lines and bench marks on the site of the work, and the furnishing of occasional visits during construction.

b. Special (or Additional) Services Required in Connection with Certain Design Type Projects

The Engineer, when requested, will provide additional or special services such as those special services listed in A.S.C.E. Manual No. 45 (pp. 18 and 19) including matters in connection with property acquisition, engineering surveys, full time (resident) observation of projects; preparation of grant applications and environmental assessments provision of services of outside technical consultants; laboratory tests of materials, borings and other soils investigations and detailed layout of construction.

c. Preparation of Reports and Studies

The Engineer shall provide services necessary to prepare and provide detailed reports requested by the Municipality regarding feasibility investigations, economic comparisons, land use, planning and community development proposals, public works projects and functions, planning and financing schedules and preparation of reports and recommendations concerning other matters referred to the Engineer by the Municipality.

d. Tax Map Revision

When directed, the Engineer shall provide, or arrange for the provision of, services necessary to review property changes and transfers, determine their conformance with the tax map and determine any necessary alterations of the tax map.

e. Miscellaneous Services

The Engineer shall provide professional engineering services not otherwise classified herein when such services are requested by the Municipality.

V. ENGINEER'S RESPONSIBILITIES

1) To provide, with the usual thoroughness and competence of the engineering profession, engineering services noted and set forth in Part IV above. No other warranty or representation, either expressed or implied, is included or intended.

2) To stand ready to explain and defend, under the terms and for the compensation hereinafter mentioned, all work completed under the terms of this contract.

3) To provide, at the request of the Municipality, such supplementary proposals as may be requested.

4) To arrange for the Municipality to examine all payrolls and cost records relating to the services provided.

5) To advise the Municipality of any apparent discrepancies in any plans or documents, any observed errors in construction or of the Engineer's inability for any reason whatsoever to provide services requested.

6) To obtain the services of other contractors or professional as required and/or ordered by the Municipality for the compensation provided herein.

7) To endeavor, when performing the services set forth in Part IV, to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the requirements of any municipal approval or of contract documents. The Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. The Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by developers or contractors or the safety precautions and programs incident to the work of contractors. The Engineer's efforts will be directed toward providing a greater degree of confidence for the Municipality that completed work of contractors will conform to the contract documents. However, the Engineer shall not be responsible for the failure of the contractors to perform the work in accordance with the contract documents. During site visits and on the basis of on-site observations, the Engineer shall keep the municipality informed of the progress of the work

and shall endeavor to guard the municipality against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

8) To secure and maintain and to assure that his associated firm will secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Municipality, the Engineer and/or his associated firm and their employees and agents from claims for bodily injury, death or property damage which may arise from the performance of his (their) services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 per occurrence/aggregate with \$1,000,000 excess liability coverage. Automotive liability coverage shall not be less than \$1,000,000 combined single limit and \$1,000,000 excess liability coverage. If requested, the Engineer shall provide Certificates of Insurance to the Municipality. Such certificates shall provide that the Municipality shall receive (10) days written notice prior to any cancellation or alteration of the policy limits.

9) To provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Engineer and/or his associated firm for claims which arise from the negligent performance of the Engineer pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$1,000,000 per claim/aggregate.

VI. MUNICIPALITY'S RESPONSIBILITIES

1) To provide the Engineer with full information as to the Municipality's requirements and with full access to the site of the work of any proposed project, including responsibility to provide such legal action as may be required to assure access of the Engineer to the site of the work.

2) To designate a person to act as the "Municipal Representative" with respect to the work to be performed, such individual to have full authority to act for the Municipality in regard to directing and supervising the work of the Engineer. Unless otherwise designated by action of the Municipal governing body, such person shall be the Borough Administrator.

3) To provide the Engineer with forty-eight (48) hours' notice when the Municipality will require the Engineer to be present at any meeting or to specifically initiate any of the services outlined in this Proposal.

4) To request any supplementary proposals required.

5) To secure and provide for the Engineer's use, at the expense of the Municipality, such property, deed and Tax Map information as may be in the possession of the Municipality and to secure and provide for the Engineer's use such title information, concerning parcels of property to be acquired in connection with any project, a search of the property to be conducted by a person designated and paid by the Municipality, will disclose.

VII. PERIOD OF SERVICE

The services called for in the contract shall be provided for a period of one (1) year running from January 1, 2021 to December 31, 2021.

Either the Borough of Oceanport or William H.R. White, III, P.E., P.P., C.M.E., of the firm of Maser Consulting Inc., can terminate this Agreement within 30 days of written notice served upon the Municipal Clerk, the Borough Attorney and William H.R. White, III, P.E., P.P., C.M.E., of the firm of Maser Consulting Inc.

Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this agreement with the surviving portion remaining in full force and effect.

VIII. PAYMENT FOR SERVICES

1) All General Engineering services will be compensated at the month lump sum fee of \$5,250.00. Work related to specific projects will be addressed separately with proposals provided for each project that clearly defines the scope of work and associated fees. Each proposal shall require authorization by Borough Council prior to commencement of services. Escrow Inspection Services is excluded from the General Engineering services and will be invoiced based on the hourly rates in the enclosed schedule. Review of Plot/Grading Plans and As-built Surveys for Certificates of Occupancy will be billed based on the fixed fee established by ordinance.

When required by the Municipality, the Engineer will, for a particular project, establish prior to the commencement of work, a lump sum amount to provide for the services required and outlined in Parts IV, 2), a, b or c herein, in lieu of the above method of compensation.

2) Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.

3) Direct charges include disbursements which are actual expenses incurred by the Engineer and/or his associated firm in connection with the project, and include, but are not limited to:

- a. Out-of-State transportation and subsistence for professional and technical staff.
- b. Furnishing and maintaining field office facilities when same are authorized and approved by the Municipality.
- c. Telegrams and long distance (out of State) telephone calls.
- d. Payment of permit fees, application fees, review fees and similar charges.
- e. Computer expenses including time and proprietary program charges.

- f. Outside printing, reproduction, binding, collating and other graphic services.
- g. Messenger service, postage and handling of drawings and specifications, reports, contracts and other bulky items.

IX. OWNERSHIP & REUSE OF DOCUMENTS

1) Ownership of Documents

All plans, specifications, reports and other documents ordered by the Municipality and submitted to the Municipality by ENGINEER shall become the property of the Municipality upon payment to ENGINEER for services rendered. Unless the Municipality directs otherwise, the Engineer shall provide one (1) reproducible record set of all project drawings and one (1) set of signed and sealed prints to the Municipality. All work and direct charges shall be billed as herein provided. At the completion of work or in the event of termination, all work sheets and internal office communications of the Engineer, including calculations, field notes and memoranda are and shall remain the property of the Engineer, as instruments of his service. The Municipality, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of any and all documents. The Engineer will provide the Municipality, or its representatives, access to his files during normal working hours for the purpose of determining the extent of necessary duplication.

2) Reuse of Documents

All documents including drawings and specifications prepared by the Engineer pursuant to this Agreement are instruments of service with respect of the project. They are not intended or represented to be suitable for reuse by Municipality or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Municipality's sole risk. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Municipality and Engineer.

X. NO BENEFITS

- a) The Engineer is not entitled to participate or receive benefits from any plans afforded by the municipality, including but not limited to, health and disability. The Engineer shall provide all statutorily required benefits, including but not limited to, health and disability. The Engineer shall provide all statutorily required benefits, including but not limited to Worker's compensation to its employees.

1. Affirmative Action

- a) Engineer shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex.

Engineer 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 or sex. Such actions 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. Engineer 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) Engineer where applicable, will in all solicitations or advertisements for employees placed by or on behalf of it state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex.
- c) Engineer 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) Engineer where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- e) Engineer agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1075, c. 127, as amended and supplemented from time to time.
- f) Engineer agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct discriminatory practices.
- g) Engineer 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) Engineer agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status or sex, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Engineer shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office 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 Affirmative Action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

XI. ESCROW WORK

Engineer acknowledges that it has reviewed N.J.S.A. 40:55D-1, et seq. and agrees that it is appropriate relative to its development compliance reviews, will abide by the applicable sections in all cases. The “Engineer” hereby agrees, inter alia, as follows:

- a) All charges shall be limited in strict accordance with N.J.S.A. 40:55D-53.2, et seq.
- b) Vouchers shall be determined in strict accordance with N.J.S.A. 40:55D-53, et seq. on a monthly basis for services performed and in addition, the Engineer agrees to comply with any schedules or procedures established by the Borough Chief Financial Officer regarding the submission of vouchers.
- c) The Engineer shall send an informational copy of all vouchers submitted to the Chief Financial Officer and simultaneously to the applicant.
- d) Upon notice from the applicant that the application or improvements are completed, the Engineer shall render a final bill to the Chief Financial Officer within thirty (30) days. A copy of this final bill shall be simultaneously sent to the applicant.
- e) In the event that an applicant appeals any charge which is disallowed by the County Construction Board of appeals or any court of law, the Engineer shall reimburse the Borough in the amount of any such disallowed charge within five (5) days of notice from the Board or County.

XII. AFFIRMATIVE ACTION REQUIREMENTS

Engineer shall provide the municipality with one of the following three documents:

- a. Proof of Federal Affirmative Action Plan Approval.
- b. The New Jersey State Certificate of Approval from the Department of Treasury.

- c. A complete Affirmative Action Employee Information Report (AA302) which shall be filed with the Department of Treasury.

XIII. CONTRACT NOT ASSIGNABLE

This Contract is a contract for professional services and shall not be assigned.

XIII. BILLING RATES

A copy of the Engineer's current billing rates for various employee titles and classifications, marked as Exhibit "A" is attached hereto and made a part hereof. Any work beyond General Engineering Services will require prior authorization from the Borough Council.

XV. AUTHORIZATION OF CONTRACT

This Contract has been authorized by Resolution of the governing body of the Municipality adopted at the organization meeting of the Mayor and Borough Council of the Borough of Oceanport held on the ____ day of January 2021.

ATTEST:

MUNICIPALITY
BOROUGH OF OCEANPORT

JEANNE SMITH
BOROUGH CLERK

JOHN F. COFFEY II
MAYOR

WITNESS:

ENGINEER:

WILLIAM H.R. WHITE III, P.E., P.P., C.M.E.
c/o Maser Consulting Inc.
331 Newman Springs Road
Suite 203
Red Bank, NJ 07701

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 Maser Consulting 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 2021* 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.

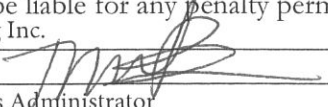
Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Colliers International Group, Inc.	666 Fifth Avenue, NY, NY 10103

Part 3 – Signature and Attestation:

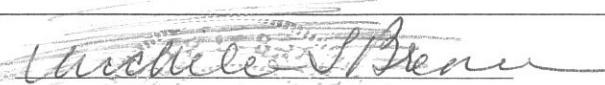
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Maser Consulting Inc.
 Signature of Affiant: 
 Title: Regulatory Affairs Administrator
 Printed Name of Affiant: Tereza Mirkovic
 Date: December 15, 2020

Subscribed and sworn before me this 15th day of
December, 2020.

My Commission expires:

MICHELLE L. BRENNAN
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires December 17, 2025


 (Witnessed or attested by)

(Seal)

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF BOROUGH PLANNER AND AWARD OF A NON-FAIR
AND OPEN CONTRACT BETWEEN T&M ASSOCIATES. AND THE
BOROUGH OF OCEANPORT FOR THE PERIOD
JANUARY 1, 2021 TO DECEMBER 31, 2021**

**Resolution #2021-36
01/7/21**

WHEREAS, within the Borough of Oceanport there exists a need for a professional planning services firm to act as the Borough's Planning Consultant and/or Planner; and

WHEREAS, the Borough desires to appoint Kendra Lelie, PP and the firm T&M Associates, 1455 Broad Street, Suite 250, Bloomfield, NJ 07003 as Borough Planner for the period commencing January 1, 2021 and ending December 31, 2021 by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, pursuant to Oceanport Borough Code §35-8, the municipality shall award all contracts or agreements for the provision of professional services on the basis of qualification based, competitive negotiation; and

WHEREAS, §35-8(l) of the Oceanport Borough Code allows the Borough Council to waive part or all of the requirements of §35-8 by a majority vote of the full Council in the event compliance with part or all of the requirements delineated in §35-8 is impracticable; and,

WHEREAS, the Borough Council finds that it is in the best interests of the Borough that the requirements set forth in Oceanport Borough Code §35-8 be waived and Kendra Lelie, PP and the firm T&M Associates be awarded the contract based upon their experience and specialized knowledge of the subject matter; and

WHEREAS, the Borough has determined that the value of the services may exceed \$17,500.00; and

WHEREAS, T&M Associates has completed and submitted a Business Entity & Political Contribution Disclosure Certification which certifies that T&M Associates have 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 T&M Associates from making any reportable contributions through the term of the contract; and

WHEREAS, funds shall be available for the stated purpose in the 2021 municipal budget subject to adoption of the 2021 budget.

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

1. Kendra Lelie, P.P. and the firm T&M Associates be and are hereby appointed as Borough Planner for CY 2021.
2. T&M Associates is prohibited from making any reportable contribution to a political or candidate committee during the term of this appointment.
3. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with Kendra Lelie of the firm T&M Associates for professional planning services as assigned to the Borough Planner, in an amount not to exceed \$25,000.00 for the period commencing January 1, 2020 and ending December 31, 2020.
4. That the within Resolution shall be subject to certification by the Borough CFO that funds are available for the stated purpose.
5. This contract is awarded 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.

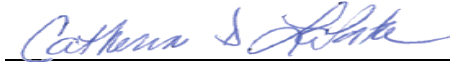
BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Political Contribution Disclosure

Form, the contract & resolution shall be placed on file in the office of the Borough Clerk.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in a newspaper of general circulation within the boundaries 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 sufficient funds are available in Account #01-201-21-181-205 pending adoption of the CY 2021 Budget.



Catherine D. LaPorta, CFO

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 T&M Associates 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 2021 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
Gary C. Dahms	2112 Castleton Court, Allenwood, NJ 08720

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: T&M Associates
 Signature of Affiant: [Signature]
 Title: Sr. Vice President
 Printed Name of Affiant: Robert R. Keady
 Date: 12/18/20

Subscribed and sworn before me this <u>18</u> day of <u>December</u> , 20 <u>20</u>	<u>[Signature]</u> (Witnessed or attested by)
My Commission expires: <u>May 28, 2021</u>	<u>Linda Doda, Admin Asst.</u> (Seal)
Linda Doda Notary Public of New Jersey My Commission expires May 28, 2021	

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 T&M Associates 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 2021* 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
Gary C. Dahms	2112 Castleton Court, Allenwood, NJ 08720

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: T&M Associates
 Signature of Affiant: _____
 Title: Sr. Vice President
 Printed Name of Affiant: Robert R. Keady
 Date: 12/18/20

Subscribed and sworn before me this 18 day of
December, 2020

My Commission expires: May 28, 2021
Linda Doda
 Notary Public of New Jersey
 My Commission expires
 May 28, 2021

Linda Doda
 (Witnessed or attested by)
Linda Doda, Admin. Asst.
 (Seal)

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF SPECIAL PROJECTS & CONFLICT ENGINEER AND
AWARD OF A NON-FAIR AND OPEN CONTRACT BETWEEN ENGENUITY
INFRASTRUCTURE. AND THE BOROUGH OF OCEANPORT FOR THE
PERIOD JANUARY 1, 2021 TO DECEMBER 31, 2021**

**Resolution #2021-37
01/7/21**

WHEREAS, the Borough has a need to retain professional engineering services in connection with various special projects being considered for CY2021; and

WHEREAS, the Borough of Oceanport desires to retain the services of **ENGenuity Infrastructure, 12 Broad St., Ste 203, Red Bank, NJ 07701** as Borough Special Projects & Conflict Engineer for the period commencing January 1, 2021 and ending December 31, 2021 by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, pursuant to Oceanport Borough Code §35-8, the municipality shall award all contracts or agreements for the provision of professional services on the basis of qualification based, competitive negotiation; and

WHEREAS, §35-8(l) of the Oceanport Borough Code allows the Borough Council to waive part or all of the requirements of §35-8 by a majority vote of the full Council in the event compliance with part or all of the requirements delineated in §35-8 is impracticable; and,

WHEREAS, the Borough Council finds that it is in the best interests of the Borough that the requirements set forth in Oceanport Borough Code §35-8 be waived and ENGenuity Infrastructure be awarded the contract based upon their experience and specialized knowledge of the subject matter and continuity with ongoing projects; and

WHEREAS, the Borough has determined that the value of the services may exceed \$17,500.00; and

WHEREAS, ENGenuity Infrastructure has completed and submitted a Business Entity & Political Contribution Disclosure Certification which certifies that ENGenuity Infrastructure have 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 ENGenuity Infrastructure from making any reportable contributions through the term of the contract; and

WHEREAS, funds shall be available for the stated purpose in the 2021 municipal budget subject to adoption of the 2021 budget.

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

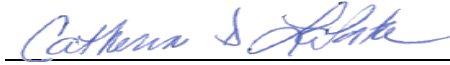
1. ENGenuity Infrastructure be and is hereby appointed as Borough Special Projects & Conflict Engineer for CY 2021.
2. ENGenuity Infrastructure is prohibited from making any reportable contribution to a political or candidate committee during the term of this appointment.
3. The Mayor and Borough Clerk are hereby authorized to execute a contract on behalf of the Borough of Oceanport with ENGenuity Infrastructure for professional engineering services as Special Projects & Conflict Engineer.
4. 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 separate resolution or individual purchase order prior to each request for service.
5. This contract is awarded 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.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Political Contribution Disclosure Form, the contract & resolution shall be placed on file in the office of the Borough Clerk.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in a newspaper of general circulation within the boundaries 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 sufficient funds are available in Account #01-201-20-165-243 pending adoption of the CY 2021 Budget.



Catherine D. LaPorta, CFO



Contract Agreement for Professional Services as:

Borough Special Projects Engineer

For:

The period commencing January 1, 2021 and ending December 31, 2021

THIS AGREEMENT is made as of **December 31, 2020**, between **the Borough of Oceanport** located at **315 East Main Street, Oceanport, NJ 07757**, hereinafter referred to as "CLIENT"; and **ENGenuity Infrastructure, LLC, 2 Bridge Avenue, Suite 323, Red Bank, NJ 07701**, hereinafter referred to as ENGINEER.

WHEREAS, The CLIENT desires to engage the ENGINEER to serve as the **Borough Special Projects Engineer** for the purpose of rendering professional services upon the request of the CLIENT; and the ENGINEER has submitted a proposal as part of this Agreement to serve as **Borough Special Projects Engineer**, the terms and conditions of said proposal, including fees, are satisfactory to the CLIENT, and are set forth herein; and **Jaclyn Flor, PE, PP, CME the President and CEO of ENGenuity Infrastructure**, shall be designated as the Engineer in Responsible Charge on behalf of the CLIENT; and

NOW, THEREFORE, The CLIENT and ENGINEER, in consideration of their mutual covenants and promises, agree as follows:

SECTION 1 -- PERIOD OF SERVICE

This Agreement shall have an effective commencement date of **January 1, 2021** and shall terminate on **December 31, 2021**. If the ENGINEER'S services be required beyond that time, the ENGINEER and CLIENT shall agree on the terms of the extended period of service.

SECTION 2 -- PROFESSIONAL SERVICES OF THE ENGINEER

The ENGINEER upon the request of the CLIENT shall provide professional services requested by CLIENT which shall include, but not be limited to:

1. Serve as **Borough Special Projects Engineer** for the CLIENT;
2. Provide professional services for the consulting projects identified by CLIENT, as directed;
3. Provide technical and engineering advice to the CLIENT;
4. Consult with others and the CLIENT with respect to the foregoing matters, and all other engineering matters, related to the duties and responsibilities of the CLIENT;
5. Furnish pertinent reports, counseling, and advice to the CLIENT, as required;



6. Provide other professional services requested by the CLIENT which are offered directly by ENGINEER or through sub-consultant agreements authorized by CLIENT, including but not limited to: land surveys; preparation of grant applications; additional inspection or observation of projects; planning; or similar services;
7. Provide Additional Services that may be requested by CLIENT; *and*
8. Perform such other duties and functions as may be requested by the CLIENT.

SECTION 3 -- ENGINEERS RESPONSIBILITIES

The ENGINEER agrees to:

- A. Provide, with the usual thoroughness and competence of the Engineering profession, the professional services noted and set forth in Section 2 above;
- B. Obtain the services of sub-contractors or sub professionals as required and/or ordered by the CLIENT for the compensation provided herein;

SECTION 4 -- CLIENT'S RESPONSIBILITIES

The CLIENT agrees to:

- A. Make such records and information available to the ENGINEER as may be required to assist him in the performance of his duties;
- B. Authorize and direct committees, employees, and agents of the CLIENT to consult with the ENGINEER at all reasonable times upon the request of the ENGINEER regarding the services performed as described in this Agreement;
- C. Submit to the ENGINEER all relevant applications, plans, and reports prepared by others within such time to allow ENGINEER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the ENGINEER causing a delay in the progress of the work; *and*
- E. Authorize the ENGINEER to undertake additional services related to special projects ("Additional Services") if deemed necessary. Such authorization shall be memorialized in writing between the parties prior to commencement of said services. The ENGINEER shall be compensated for Additional Services in accordance with the negotiated fee agreed to between CLIENT and ENGINEER.

SECTION 5 -- COMPENSATION OF THE ENGINEER

- A. For the services rendered by the ENGINEER under this Agreement, the CLIENT shall pay and the ENGINEER shall receive the following described sums:



1. Professional Services:

For all professional services provided pursuant to this Agreement, the ENGINEER shall be compensated in accordance with the **2021 Schedule of Hourly Billing Rates/Expenses** attached hereto as **EXHIBIT B**.

2. Additional Services:

For any Additional Services performed under Section 4 of this Agreement, the ENGINEER shall be compensated in accordance with the negotiated fee as set forth in writing between the parties.

3. Attendance at Meetings:

The ENGINEER, or her representative, shall attend scheduled workshop and public meetings of the CLIENT as requested. The ENGINEER shall be compensated for said meetings in accordance with the **2021 Schedule of Hourly Billing Rates/Expenses** attached hereto as **EXHIBIT B**.

4. Additional Expenses:

Expenses for postage, and telephone are specifically included in the hourly rates set forth in the **2021 Schedule of Hourly Billing Rates/Expenses** attached hereto as **EXHIBIT B**. All other expenses specifically related to the work performed under this Agreement shall be reimbursed to the ENGINEER.

- B. Vouchers or invoices shall be issued monthly by ENGINEER for services performed. Such billings shall be due when rendered. In the event CLIENT has a dispute with an invoice (or any portion of an invoice), CLIENT shall nevertheless pay all undisputed invoices, or undisputed portions thereof, no later than 60 days from the date of the invoice. CLIENT and ENGINEER agree to negotiate any and all disputes in good faith with an effort of resolving the dispute within sixty (60) days of the subject invoice date.
- C. In the event CLIENT requires ENGINEER's services beyond the termination date specified in Section 1, ENGINEER's Schedule of Hourly Billing Rates/Expenses shall be subject to an equitable adjustment to reflect changes in the various elements that comprise the rates. All adjustments will be pursuant to an agreement reached between the CLIENT and the ENGINEER which such agreement shall be reduced to writing and deemed a modification of this Agreement.

SECTION 6 -- STATUS OF ENGINEER

- A. To the extent permitted by law, the ENGINEER, when engaged in the performance of duties and services set forth herein (including specifically those services provided in Section 2 hereof), may, in the event of litigation, avail itself of the Title 59 Immunity allowing ENGINEER to - be entitled to all immunities normally afforded to a municipal agent under Title 59.
- B. The CLIENT, subject to appropriation and availability of funds, authorizes the ENGINEER to



secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is expressly agreed and understood that services will be provided and certain functions will be performed on behalf of the CLIENT, pursuant to the terms of this proposal, by ENGINEER's employees.

- C. The professional, technical and non-technical staff referred to in Subpart B hereof, when they are engaged on behalf of the CLIENT in the performance of Engineering duties and services referred to in Section 2 hereof, shall be afforded Title 59 Immunity, to the extent permitted by law, as set forth in Subpart A, hereof.

SECTION 7 -- INSURANCE AND INDEMNIFICATION

- A. ENGINEER shall secure and maintain Workman's Compensation Insurance (as required by Law) and General Liability Insurance to protect the ENGINEER and/or Its Employees and agents from claims for bodily injury, death or property damage which may arise from the performance of services pursuant to this Agreement. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$2,000,000 excess liability coverage. The ENGINEER shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.
- B. ENGINEER shall also provide and maintain Professional Liability (Errors and Omissions) Insurance for claims which arise from any negligent performance of the ENGINEER pursuant to this agreement. The limits of ENGINEER'S Professional Liability insurance shall not be less than \$2,000,000 per claim.
- C. The CLIENT acknowledges that although the ENGINEER is to cooperate with and make recommendations to the CLIENT with respect to Engineering matters related to the services provided by ENGINEER, the final decisions are within the CLIENT's discretion and are to be made by the CLIENT.

The ENGINEER shall not be liable in any way for any decision of the CLIENT (or consequences thereof) which (i) are not in accordance with the recommendations of the ENGINEER, or (iii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the ENGINEER.

- D. ENGINEER shall indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by ENGINEER's negligent acts, errors or omissions (and those of his or her contractors, subcontractors or consultants or anyone for whom the ENGINEER is legally liable) in the performance of professional services under this Agreement and from any contractors actions that are following Engineer's plans.

SECTION 8 -- OWNERSHIP AND REUSE OF DOCUMENTS

- All final plans and specifications, ordered and paid for by the CLIENT and prepared by the ENGINEER shall become the property of the CLIENT.
- 2. All documents including drawings and specifications prepared by the ENGINEER pursuant to this Agreement are instruments of service with respect to a specific project. They are not intended or



represented to be suitable for reuse of the CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CLIENT'S sole risk.

SECTION 9 – ADDITIONAL TERMS

1. **Affirmative Action.** The ENGINEER and the CLIENT hereby incorporate by reference into this Agreement the mandatory Affirmative Action language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 and N.J.S.A. 10:5-31, as amended and supplemented from time to time; and ENGINEER agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a), and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations. The **Affirmative Action Language** set forth in **EXHIBIT A** is also made a part hereof.
2. **Americans with Disabilities Act.** The ENGINEER and the CLIENT do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("Act") (U.S.C. Sec. 12101 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement.
3. **Controlling Law.** The laws of the State of New Jersey shall govern this Agreement.
4. **Successors and Assigns.** Each Party to the Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors and assignees of this Agreement, if any, shall also be bound to the terms and conditions contained herein.
5. **Severability.** Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.
6. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and the ENGINEER relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.

No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.



IN WITNESS WHEREOF, the CLIENT and ENGINEER have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

WITNESS:

BY: _____
[Municipal Witness]

BY: _____
[Municipal Signature]
[Municipal Title]

DATE: _____

WITNESS:

BY: Amanda Schenck
[ENGenuity Witness]

BY: Jaclyn J. Flor
Jaclyn J. Flor, PE, PP, CME
President and CEO
ENGenuity Infrastructure

DATE: 12-23-2020



EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

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

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, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, gender identity or expression, disability, nationality, 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 for the provisions of this nondiscrimination clause.

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, gender identity or expression, disability, nationality, or sex.

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.

The contractor or subcontractor, where applicable, agrees to comply with any 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 Americans with Disabilities Act.

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. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its 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, gender identity or expression, disability, nationality, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating 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, gender identity or expression, disability, nationality, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

The contractor and its subcontractors 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 & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



EXHIBIT B

Our services will be provided by billing rate basis. An invoice for professional services completed will be presented with descriptions of hours. Printing and direct expenses will be billed.

BILLING TITLE	BILLING RATE/HR
Junior Technical Staff Administrative Support Staff	\$90.00
Field Staff /Professional Entry Level/ Technical Entry Level	\$105.00
Technical Staff /Professional Staff/ Field Staff Midlevel	\$140.00
Licensed Professional Staff/Supervising Technical	\$155.00
Executive	\$175.00

Billing Basis: Fixed Rate for Each Billing Title

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
 ENGenuity Infrastructure _____ 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 2021* 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.

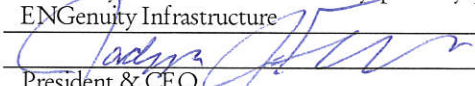
Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Jaclyn J. Flor, PE, PP, CME	49 Pemberton Avenue, Oceanport NJ 07757

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: ENGenuity Infrastructure
 Signature of Affiant: 
 Title: President & CEO
 Printed Name of Affiant: Jaclyn J. Flor, PE, PP, CME
 Date: 12-23-2020

Subscribed and sworn before me this 23 day of
December, 2020

My Commission expires:

AMANDA SCHERMOND
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50069831
My Commission Expires 10/11/2022


 (Witnessed or attested by)

(Seal)

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF SPECIAL AFFORDABLE HOUSING COUNSEL AND
AWARD OF A NON-FAIR AND OPEN CONTRACT BETWEEN
PASHMANSTEIN, P.C. AND THE BOROUGH OF OCEANPORT FOR THE
PERIOD JANUARY 1, 2021 TO DECEMBER 31, 2021**

**Resolution #2021-38
01/7/21**

WHEREAS, legal services are a professional service as defined in N.J.S.A. 40A:11-5(1)(a)(i) et seq.; and

WHEREAS, the Borough of Oceanport desires to retain the services of Andrew Bayer, Esq. of the firm PashmanStein PC, 28 Leroy Place, Red Bank, NJ 07701 as Borough Special Counsel for Affordable Housing for the period commencing January 1, 2021 and ending December 31, 2021 by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, pursuant to Oceanport Borough Code §35-8, the municipality shall award all contracts or agreements for the provision of professional services on the basis of qualification based, competitive negotiation; and

WHEREAS, §35-8(l) of the Oceanport Borough Code allows the Borough Council to waive part or all of the requirements of §35-8 by a majority vote of the full Council in the event compliance with part or all of the requirements delineated in §35-8 is impracticable; and,

WHEREAS, the Borough Council finds that it is in the best interests of the Borough that the requirements set forth in Oceanport Borough Code §35-8 be waived and PashmanStein PC, P.C. be awarded the contract based upon their experience and specialized knowledge of the subject matter; and

WHEREAS, the Borough has determined that the value of the services may exceed \$17,500.00; and

WHEREAS, Andrew Bayer, Esq. of the firm PashmanStein PC, has completed and submitted a Business Entity & Political Contribution Disclosure Certification which certifies that PashmanStein PC 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 PashmanStein PC from making any reportable contributions through the term of the contract; and

WHEREAS, funds shall be available for the stated purpose in the 2021 municipal budget subject to adoption of the 2021 budget.

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

1. Andrew Bayer, Esq. of the firm PashmanStein PC, be and is hereby appointed as Borough Special Counsel for Affordable Housing for CY 2021.
2. Andrew Bayer, Esq. of the firm PashmanStein PC, is prohibited from making any reportable contribution to a political or candidate committee during the term of this appointment.
3. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for a maximum contract amount of \$25,000.00 payable at an hourly rate in accordance with the provided 2021 rate schedule.
4. That the within Resolution shall be subject to certification by the Borough CFO that funds are available for the stated purpose.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Political Contribution Disclosure Form, the contract & resolution shall be placed on file in the office of the Borough Clerk.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in a newspaper of general circulation

within the boundaries 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 sufficient funds are available in Account #01-201-20-155-219 pending adoption of the CY 2021 Budget.



Catherine D. LaPorta, CFO

Andrew Bayer
Member of the Firm
abayer@pashmanstein.com
Direct: 732.405.3686



December 14, 2020

Borough of Oceanport
Jeanne Smith, Borough Clerk
315 E. Main Street
Oceanport, New Jersey 07757
Attention Jeanne Smith

Re: Proposal to Serve as COAH/Affordable Housing Attorney

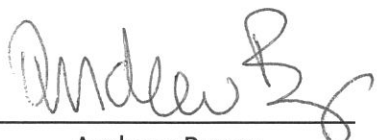
Dear Ms. Smith:

Let me first thank you and the Governing Body for the opportunity to submit a proposal to continue to serve as COAH/ Affordable Housing Attorney for the Borough of Oceanport. The Firm's relationship with the Borough of Oceanport is not only very important to us, but it also is a source of tremendous pride. Our objective is to be the Borough of Oceanport's go-to firm for all its affordable housing needs. We will continue to try to meet that objective the only way we know how—by continuing to provide you with the best legal services our region has to offer.

Today, PSWH is regularly in contention for some of the most significant matters the New Jersey metropolitan area has to offer and has significant experience in representing municipalities in varying capacities including General Counsel, Special Affordable Housing Counsel, and Special Litigation Counsel. We have the experience and depth of understanding of the legal and policy hurdles facing municipalities to best represent the Borough's interests.

Thank you again for the opportunity to submit this proposal. Please do not hesitate to reach out if you have any questions.

Very truly yours,
Pashman Stein Walder Hayden, PC

By: 
Andrew Bayer

COST DETAILS/SIGNATURE PAGE

ATTORNEY SPECIALTY Affordable Housing

NAME AND TITLE OF EMPLOYEE WHO WILL PERFORM SERVICES **	HOURLY RATES	EXPENSES	TIME ESTIMATE, IF APPLICABLE
	Pashman Stein Walder Hayden, PC	In addition to the customary	
	proposes to charge a blended hourly rate of	disbursement for postage, copying	
	\$190.00 per hour for all attorneys	travel and other similar services	
	and \$85.00 per hour for paralegals.	would be added.	
Travel Time	Attorney hourly rate		
Fax	N/A		
Postage	The going rate		
Copies	\$0.25 per copy		
Other: <i>please specify</i>			
Other: <i>please specify</i>			

Please use additional sheet(s) if necessary.

Any fee or cost not specified in your proposal is to be included within the hourly fee proposed.

TOTAL COST, where appropriate, total cost "not to exceed" amount

\$ N/A In words: _____

****Please include on a separate sheet the definition of the title used. The definition should reference the level of experience, licensing, and/or parameters of the job function.**

Contract will be awarded by price and other factors considered.

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 Pashman Stein Walder Hayden, PC 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 2021 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 Please see Attached.

☒ 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:

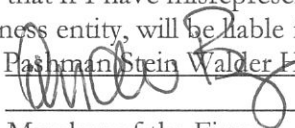
☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

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: Pashman Stein Walder Hayden, PC

Signature of Affiant: 

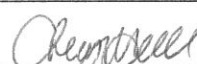
Title: Member of the Firm

Printed Name of Affiant: Andrew Bayer

Date: December 27, 2020

Subscribed and sworn before me this 11 day of December, 2020.

My Commission expires: December 6, 2023


 (Witnessed or attested by)

(Seal)

Cheryl A. Hare
 Notary Public, State of New Jersey
 No. 2031211
 Qualified in Monmouth County
 Commission Expires December 6,

Michael S. Stein, President

Ownership Interest: 20%

Business Address: Court Plaza South, 21 Main Street, Suite 200, Hackensack, NJ 07601

Home Address: 175 Eagle Rock Avenue, Montclair, NJ 07042

DOB: 5/8/62

Dennis T. Smith, Member/Shareholder

Ownership Interest: 20%

Business Address: Court Plaza South, 21 Main Street, Suite 200, Hackensack, NJ 07601

Home Address: 54 Elm Street, Madison, NJ 07940

DOB: 6/10/63

Samuel J. Samaro, Member/Shareholder

Ownership Interest: 20%

Business Address: Court Plaza South, 21 Main Street, Suite 200, Hackensack, NJ 07601

Home Address: 13 Hunters Trail, Chester, NJ 07932

DOB: 6/19/58

Scott R. Lippert, Member/Shareholder

Ownership Interest: 20%

Business Address: Court Plaza South, 21 Main Street, Suite 200, Hackensack, NJ 07601

Home Address: 391 Faletti Circle, River Vale, NJ 07675

DOB: 9/10/54

Sean Mack, Secretary

Ownership Interest: 20%

Business Address: Court Plaza South, 21 Main Street, Suite 200, Hackensack, NJ 07601

Home Address: 1 Reina Court, Valley Cottage, NY 10989

DOB: 6/21/73

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this ____ day of _____, 2021 by and between The Borough of Oceanport, a municipal Corporation of the State of New Jersey (the "Borough") and Pashman Stein Walder Hayden, PC, 101 Crawford's Corner Road, Holmdel, New Jersey 07733 (the "Firm").

WITNESSETH

1. The Borough desires to engage Special Counsel to represent the Borough in connection with various legal matters, including matters arising out of the Borough's obligations under various affordable housing laws and any litigation connected thereto, and such other legal matters as the parties hereto may agree and it adopted a Resolution on January 1, 2021 authorizing the Borough to enter into an Agreement with Special Counsel to perform legal services.

2. The Borough will make payment to Special Counsel for services rendered in the following manner:

A. For and in consideration of the services to be performed by Special Counsel on behalf of the Borough, the Borough agrees to pay promptly upon receipt of a voucher for all charges for services rendered and costs expended. The Firm will provide the Borough with a Statement of Services on a monthly basis. Payment shall be made to Special Counsel at the hourly rate of \$190 per hour for Attorneys and \$80 per hour for Paralegals under this Agreement.

B. Customary disbursements for postage, telephone, photocopying, telecopying, travel and out-of-pocket expenses shall be added to the fees referred to in this Agreement.

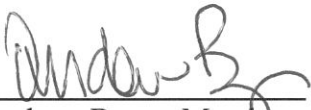
3. Special Counsel agrees to perform this contract according to the Affirmative Action Law, P.L. 1975 C. 127(N.J.A.C. 17:27), Rules and Regulations and the Mandatory Affirmative Action clauses attached hereto and made a part hereof as Exhibit A.

4. The term of this Agreement is for a period of one year, that is, January 1, 2021 through December 31, 2021.

IN WITNESS WHEREOF, the Borough of Oceanport has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Special Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

WITNESS:

Pashman Stein Walder Hayden, PC

By: 
Andrew Bayer, Member of the Firm

WITNESS:

Borough of Oceanport

By: _____
Jay Coffey, Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF SPECIAL REDEVELOPMENT COUNSEL AND AWARD
OF A NON-FAIR AND OPEN CONTRACT BETWEEN MCMANIMON
SCOTLAND & BAUMANN LLC AND THE BOROUGH OF OCEANPORT FOR
THE PERIOD JANUARY 1, 2021 TO DECEMBER 31, 2021**

**Resolution #2021-39
01/7/21**

WHEREAS, the Borough of Oceanport has a need to retain Legal Counsel in the area of redevelopment; and

WHEREAS, the Borough of Oceanport desires to retain the services of McManimon, Scotland & Baumann, LLC, **75 Livingston Avenue, Roseland, New Jersey 07068** as Borough Special Redevelopment Counsel for the period commencing January 1, 2021 and ending December 31, 2021 by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, pursuant to Oceanport Borough Code §35-8, the municipality shall award all contracts or agreements for the provision of professional services on the basis of qualification based, competitive negotiation; and

WHEREAS, §35-8(l) of the Oceanport Borough Code allows the Borough Council to waive part or all of the requirements of §35-8 by a majority vote of the full Council in the event compliance with part or all of the requirements delineated in §35-8 is impracticable; and,

WHEREAS, the Borough Council finds that it is in the best interests of the Borough that the requirements set forth in Oceanport Borough Code §35-8 be waived and McManimon, Scotland & Baumann, LLC. be awarded the contract based upon their experience and specialized knowledge of the subject matter and continuity with ongoing projects; and

WHEREAS, the Borough has determined that the value of the services may exceed \$17,500.00; and

WHEREAS, McManimon, Scotland & Baumann, LLC has completed and submitted a Business Entity & Political Contribution Disclosure Certification which certifies that McManimon, Scotland & Baumann, LLC have 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 McManimon, Scotland & Baumann, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, funds shall be available for the stated purpose in the 2021 municipal budget subject to adoption of the 2021 budget.

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

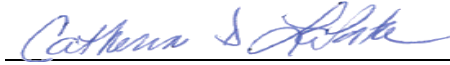
1. The firm McManimon, Scotland & Baumann, LLC be and is hereby appointed as Borough Special Counsel for Redevelopment for CY 2021.
2. McManimon, Scotland & Baumann, LLC is prohibited from making any reportable contribution to a political or candidate committee during the term of this appointment.
3. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for a maximum contract amount of \$20,000.00 payable at an hourly rate in accordance with the provided 2021 rate schedule.
4. That the within Resolution shall be subject to certification by the Borough CFO that funds are available for the stated purpose.
5. This contract is awarded 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.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Political Contribution Disclosure Form, the contract & resolution shall be placed on file in the office of the Borough Clerk.

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in a newspaper of general circulation within the boundaries 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 sufficient funds are available in Account #01-201-20-155-220 pending adoption of the CY 2021 Budget.



Catherine D. LaPorta, CFO



December 29, 2020

Via Email and First Class Mail

Jeanne Smith, RMC
Borough Clerk
Borough of Oceanport
315 E. Main Street
Oceanport, NJ 07757

Re: Redevelopment Counsel Services

Dear Ms. Smith:

In response to the Borough's request, I am enclosing two executed copies of our firm's fee agreement for Redevelopment Counsel services between the Borough of Oceanport and McManimon, Scotland & Baumann, LLC for 2021. Please have one copy executed and returned to me for our file.

Also enclosed are the following:

1. Mandatory Equal Employment Opportunity Language;
2. Certificate of Employee Information Report;
3. Business Registration Certificate;
4. Business Entity Disclosure Certification;
5. C. 271 Political Contribution Disclosure Form;
6. Stockholder Disclosure Certification;
7. Disclosure of Investment Activities in Iran;
8. Statement of Ownership Disclosure;
9. Certificates of Liability Insurance; and
10. W-9.

If you need any further information at this time, please do not hesitate to contact me.

Very truly yours,

Matthew D. Jessup

Enclosures

AGREEMENT

THIS AGREEMENT ("Agreement"), made as of this ____ day of _____, 20__, by and between the BOROUGH OF OCEANPORT, in the County of Monmouth, a public body corporate and politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey 07068, hereinafter designated as "Special Counsel":

WITNESSETH:

A. GENERAL SERVICES

1. The Client desires to engage Special Counsel for general legal services in connection with its various redevelopment projects (the "Redevelopment Projects").

2. Services rendered to the Client shall be billed at the blended hourly rate of \$215 for attorneys and \$135 for legal assistants. In the event that Special Counsel is required to represent the Client in litigation/dispute resolution matters, the blended hourly rate shall be the same.

3. Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$375 for attorneys and \$180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph B(3)(g).

B. SERVICES RELATING TO FINANCINGS

1. The Client is authorized by law to undertake a variety of financings in connection with its Redevelopment Projects. In addition to the services to be provided in connection with paragraph A, the Client desires to engage Special Counsel for specialized legal services in connection with the negotiation and authorization of a financial agreement with respect to payments in lieu of tax, the authorization and issuance of bonds or other obligations for the various Redevelopment Projects it determines to undertake, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law.

2. Special Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

a. Special Counsel will meet with the members of the Client and its representatives and advisors, including its planning consultants, engineers, financial advisors, underwriters or others, as often as necessary for the development of the financing plan. Special Counsel will review or draft all documents necessary to effectuate the financing plan, including the ordinance or the resolution establishing the Client, if applicable, the general bond resolution, any supplemental bond resolutions or trust indentures and other operative documents. In developing the financial plan, Special Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of bond proceeds in light of the Internal Revenue Code and the Regulations promulgated by the Treasury with regard to "Arbitrage Bonds" in order to ensure the Client's ability to issue tax-exempt bonds, if applicable.

b. Special Counsel will assemble a certified record of proceedings to evidence the establishment of the Client, if applicable, the appointment and the validity of its membership, the effectiveness of the general bond resolution, any supplemental resolutions, trust indentures or other operative documents, the proper authorization and the effectiveness of the subsidy agreement, if any, and the bond purchase agreement, the enforceability of any covenants undertaken by the Client for the protection of bondholders and the proper authorization and issuance of the bonds or other obligations of the Client.

c. Special Counsel will supervise the legal aspects of the sale of the bonds or other obligations, whether at competitive or negotiated sale. Special Counsel will meet with the members of the Client, the financial advisors and the underwriters and will review such documents as underwriting agreements, bond purchase agreements and similar documents relating to the sale of the bonds or other obligations. Special Counsel will review those portions of the official statement relating to the legal proceedings required to issue the bonds or other obligations and will review drafts of the official statement in order to ensure compliance with law and substantial adherence to generally accepted financial disclosure guidelines issued by the Municipal Finance Officers Association. Special Counsel services in this regard would not include a due diligence inquiry or the rendering of an opinion with respect to due diligence, which is generally provided by counsel to the underwriter. Special Counsel will attend meetings with the rating agencies as necessary to assist in obtaining a favorable credit rating for bond issues of the Client. If requested, Special Counsel will attend and participate in information meetings deemed appropriate by the financial advisor or underwriter to acquaint the municipal bond market with new issues of bonds or other obligations of the Client.

d. Special Counsel will prepare or arrange for the preparation of the bonds or other obligations for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for delivery of the bonds or other obligations to the purchaser. Special Counsel will attend the closing with the appropriate officials, at which time the bonds or other obligations will be delivered, payment will be made for the bonds or other obligations, and Special Counsel will issue a final approving legal opinion with respect to the validity of the bonds or other obligations and the various covenants undertaken by the Client for the protection of its bondholders. This opinion will be in a form acceptable to the financial community and will be printed on the bonds or other obligations.

e. Throughout the course of these services, Special Counsel will be available for meetings and conversations with the members of the Client, its planning consultants, engineers, financial advisors and underwriters and its other representatives, officials or professionals, and Special Counsel will be available to answer questions raised by members of the investment community with respect to the obligations of the Client.

3. The Client will make payment to Special Counsel for services rendered in accordance with the following schedule:

a. Services rendered in connection with the issuance of bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law, will be billed (i) if issued in the manner set forth in the Local Bond Law, in accordance with the fee schedule set forth in paragraph 3(h) or (ii) in accordance with an agreed upon fee at the time of issuance if issued pursuant to a trust indenture or general bond resolution.

b. Services rendered in connection with the preparation of any disclosure documents or other similar documents will be billed at hourly rates set forth in paragraph A(2) or (3), as applicable.

c. Financing related services rendered beyond the scope of those described above will be billed at the hourly rates set forth in paragraph A(2) or (3), as applicable.

d. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds issued pursuant to paragraph 3(a)(i), an additional fee of \$5,000 will be charged. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds issued pursuant to paragraph 3(a)(ii), an additional fee of \$15,000 will be charged.

e. In the event that a letter of credit or other credit enhancement (not including a standard insurance policy), is issued in connection with either a bond or temporary financing, an additional fee of \$25,000 will be charged.

f. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, Counsel services will be billed at the hourly rates set forth in paragraph A(2) or (3), as applicable.

g. Customary disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client.

h. For services rendered in connection with bonds issued pursuant to paragraph 3(a)(i), a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

i. For services rendered in connection with each temporary financing, a fee equal to the greater of (i) the aggregate hourly rates reflected in paragraph A(2) or (3), as applicable, with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 or (ii) \$10,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

j. Complex financings in connection with redevelopment projects, including securitizations of payments-in-lieu of taxes, may include an additional fixed fee component to be determined at the time of issuance of such bond issue.

C. GENERAL PROVISIONS

1. Upon execution of this Agreement, the Client will be Special Counsel's client and an attorney-client relationship will exist between Client and Special Counsel. Special Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their

interests in the transactions contemplated hereby. Special Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Special Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Special Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Special Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Special Counsel. For various reasons, including the minimization of unnecessary storage expenses, Special Counsel reserves the right to dispose of any documents or other materials retained by Special Counsel after the termination of this Agreement.

3. Special Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Special Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Special Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (42 USC §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Matthew D. Jessup.

6. Special Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

7. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to McManimon, Scotland & Baumann, LLC based on the merits and abilities of McManimon, Scotland & Baumann, LLC to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the principals of McManimon, Scotland & Baumann, LLC controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

IN WITNESS WHEREOF, the BOROUGH OF OCEANPORT has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Special Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

BOROUGH OF OCEANPORT

ATTEST:

By: _____

McMANIMON, SCOTLAND & BAUMANN, LLC

By: 
Matthew D. Jessup, Member

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, gender identity or expression, disability, nationality 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.

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, gender identity or expression, disability, nationality or sex.

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.

The contractor or subcontractor, where applicable, agrees to comply with any 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 Americans with Disabilities Act.

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. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its 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, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating 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, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

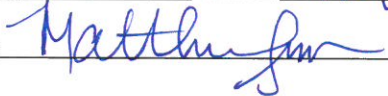
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

NAME OF COMPANY: McManimon, Scotland & Baumann, LLC

NAME OF OFFICIAL: Matthew D. Jessup

TITLE: Member DATE: 12/28/20

SIGNATURE: 

Certification 2184

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2018** to **15-NOV-2021**

MCMANIMON, SCOTLAND & BAUMANN, LLC
75 LIVINGSTON AVENUE, SUITE 201
ROSELAND NJ 07068 5408



A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MCMANIMON, SCOTLAND & BAUMANN, LLC

Trade Name:

Address: 75 LIVINGSTON AVENUE #201
ROSELAND, NJ 07068

Certificate Number: 0075601

Effective Date: January 03, 1988

Date of Issuance: January 02, 2020

For Office Use Only:

20200102115027086

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 McManimon, Scotland & Baumann, LLC 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 2021* 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 II	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.

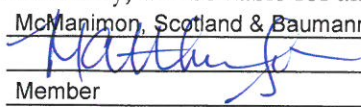
Check the box that represents the type of business entity: ☒ Limited Liability Company

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

Name of Stock or Shareholder	Home Address
Glenn F. Scotland	49 Forest Avenue, West Orange, NJ 07052
Joseph P. Baumann, Jr.	5 Delano Court, Morristown, NJ 07960

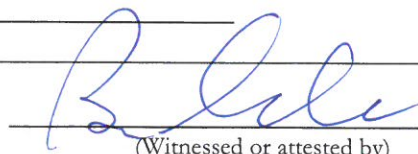
Part 3 – Signature and Attestation:

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: McManimon, Scotland & Baumann, LLC
 Signature of Affiant: 
 Title: Member
 Printed Name of Affiant: Matthew D. Jessup
 Date: 12/28/20

Subscribed and sworn before me this 28th day of December, 2020.

My Commission expires: BERNADETTE CHILLEMI
A Notary Public of New Jersey
My Commission Expires September 10, 2024


 (Witnessed or attested by)

 (Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business: McManimon, Scotland & Baumann, LLC**

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

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability Company☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name: Joseph P. Baumann, Jr. Home Address: 5 Delano Court Morristown, NJ 07960	Name: Glenn F. Scotland Home Address: 49 Forest Avenue West Orange, NJ 07052
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 20th day of December
2020.

(Notary Public)

Bernadette Chillemi
BERNADETTE CHILLEMI

My Commission Expires September 10, 2024
Notary Public of New Jersey

My Commission Expires September 10, 2024

Matthew D. Jessup
(Affiant)

Matthew D. Jessup, Member
(Print name & title of affiant)

(Corporate Seal)



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: McManimon, Scotland & Baumann, LLC

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

☐ B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____

RELATIONSHIP TO VENDOR/BIDDER: _____

DESCRIPTION OF ACTIVITIES: _____

DURATION OF ENGAGEMENT: _____

ANTICIPATED CESSATION DATE: _____

VENDOR/BIDDER CONTACT NAME: _____

VENDOR/BIDDER CONTACT PHONE No.: _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Matthew D. Jessup, Member

Print Name and Title

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: McManimon, Scotland & Baumann, LLC

Organization Address: 75 Livingston Avenue, Second Floor, Roseland, NJ 07068

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Glenn F. Scotland	49 Forest Avenue West Orange, NJ 07052
Joseph P. Baumann, Jr.	5 Delano Court Morristown, NJ 07960

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

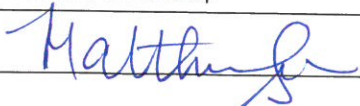
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Borough is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Borough to notify the Borough in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Borough to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Matthew D. Jessup	Title:	Member
Signature:		Date:	12/28/20



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of New Jersey LLC 20 Commerce Drive Suite 200 Cranford NJ 07016		CONTACT NAME: Maria Ramirez PHONE (A/C, No, Ext): (732) 574-8000 E-MAIL ADDRESS: Maria.Ramires@assuredpartners.com FAX (A/C, No): (732) 574-8001															
INSURED McManimon Scotland & Baumann LLC 75 Livingston Avenue Suite 201 Roseland NJ 07068		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Great Northern Insurance Co.</td> <td>20303</td> </tr> <tr> <td>INSURER B: Chubb Insurance Co. of NJ</td> <td>41386</td> </tr> <tr> <td>INSURER C: Federal Insurance Co.</td> <td>20281</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Great Northern Insurance Co.	20303	INSURER B: Chubb Insurance Co. of NJ	41386	INSURER C: Federal Insurance Co.	20281	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
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INSURER C: Federal Insurance Co.	20281																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES
CERTIFICATE NUMBER: CL2010831090

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			35907942	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ incl
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			73563735	10/15/2020	10/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			79877026	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71743471	10/15/2020	10/15/2021	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER
CANCELLATION

 McManimon Scotland & Baumann LLC
 75 Livingston Avenue
 Suite 201
 Roseland NJ 07068

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



MCMASCO-01

18.32.a

J1RKULL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER AssuredPartners Jamison LLC 20 Commerce Drive 2nd Floor Cranford, NJ 07016		CONTACT NAME: Charles Caruso PHONE (A/C, No, Ext): (973) 669-2311 E-MAIL ADDRESS: Charles.Caruso@assuredpartners.com FAX (A/C, No): (973) 731-3035	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Columbia Casualty Company	31127
INSURED McManimon, Scotland & Baumann, LLC 75 Livingston Avenue Roseland, NJ 07068		INSURER B : Indian Harbor Insurance Co	36940
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Prof Liab		652158875	10/15/2020	10/15/2021	*SEE LIMITS BELOW
B	Lawyers Prof Liab		LPN903973701	10/15/2020	10/15/2021	**SEE LIMITS BELOW

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Attorneys at Law

*\$5,000,000 part of \$10,000,000 per claim and aggregate

**\$5,000,000 part of \$10,000,000 per claim and aggregate

See attached "Additional Remarks Schedule" for additional insurers.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: MCMASCO-01

J1RKULL

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners Jamison LLC		NAMED INSURED McManimon, Scotland & Baumann, LLC 75 Livingston Avenue Roseland, NJ 07068	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess Limits:

Hudson Specialty Insurance Company
 Policy No.: ATL4100535
 Excess Limits: \$5,000,000 part of \$10,000,000 excess \$10,000,000
 NAIC #37079

Ironshore Specialty Insurance Company
 Policy No: LPL7NAB372J001
 Excess Limits: \$5,000,000 part of \$10,000,000 excess \$10,000,000
 NAIC #25445

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

McManimon, Scotland & Baumann, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

75 Livingston Avenue, Second Floor

6 City, state, and ZIP code

Roseland, New Jersey 07068

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

2 2 - 2 8 3 7 0 9 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Matthew

Date ► 12/28/20

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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

**Resolution #2021-40
01/7/21**

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 2021 municipal budget subject to adoption of the 2021 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, 2021.

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.

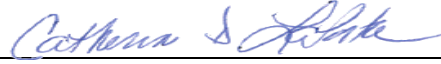
Section 3. That the agreement shall be an open-ended contract pursuant to N.J.A.C. 5:34-5.2 (B) contingent upon the availability of funds in the budget year with no firm quantities being guaranteed. Funds will be certified and encumbered by individual purchase order prior to each request for service.

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 2021 municipal budget subject to adoption of the 2021 budget.



Catherine D. LaPorta, CFO



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

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

December 28, 2020

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

Attention: Catherine LaPorta
Chief Financial Officer

Dear Ms. LaPorta:

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

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

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

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

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

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

2. FEES AND EXPENSES.

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

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

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

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

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

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

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

3. INDEMNIFICATION.

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

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

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

4. TERM AND TERMINATION.

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

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

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

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

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

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

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

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

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

8. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

Contact Information:

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

[Signature page to follow]

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

Sincerely,

ACACIA FINANCIAL GROUP, INC.

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

Accepted by:

BOROUGH OF OCEANPORT

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

[signature page to engagement letter]

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A WAIVER OF §115-2 ALCHOLIC BEVERAGES/HOURS OF
OPERATION FOR CERTAIN EVENTS BEING HELD AT MONMOUTH PARK**

**Resolution #2021-41
01/7/21**

WHEREAS, Monmouth Park annually hosts the Haskell Invitational and other special events; and

WHEREAS, Monmouth Park has requested that the sale and consumption of alcoholic beverages be permitted to commence prior to the hours established by §115-2(A)-2 Alcoholic Beverages, Hours of Operations *No licensee shall sell, serve or deliver or permit, allow or suffer the sale, service or delivery of any alcoholic beverage or allow the consumption of any alcoholic beverage on the licensed premises except as follows...(2) On Sundays between the hours of 12:00 noon and 2:00 a.m. of the following day*

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Oceanport that Monmouth Park is hereby authorized to commence the sale and consumption of alcoholic beverage no earlier than 9:00 a.m. for the 2021 Haskell Invitational event held at Monmouth Park Racetrack and any other special events upon notification to the Borough Administrator.