



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • JANUARY 4, 2024

Reorganization Meeting

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

1. **Meeting Called to Order by Borough Clerk**

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 18, 2023 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.

3. **Flag Salute**

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

Thomas J. Tvrdik	MAYOR	4-year term	Term Expiring 12/31/27
Richard A. Gallo	COUNCILMAN	3-year term	Term Expiring 12/31/26
Bryan Keeshen	COUNCILMAN	3-year term	Term Expiring 12/31/26

5. **Roll Call of the 2024 Governing Body**

6. **Mayor's Greeting**

7. **Election of Borough Council President**

#2024-1 Resolution Electing Borough Council President

8. **Borough Council Adoption of 2024 ByLaws**

#2024-2 Resolution adopting the Borough ByLaws for CY2024

9. **Mayor's Appointments for Council Standing Committees**

Mayor Tvrdik, having vacated his Council seat leaving a vacancy, will appoint the Council Standing Committees upon filling of the vacancy.

10. **Mayor's Appointments to the PLANNING BOARD:**

BE IT RESOLVED that Mayor Tvrdik makes the following appointments to the Planning Board:

Christopher Widdis	Class I	1yr Term
Patricia Cooper	Class IV	4yr Term
Robert Kleiberg	Alternate II	2yr Term

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

Christopher Widdis	Class I	1yr Term expiring 12/31/24
Joseph Foster	Class II	3yr Term expiring 12/31/25
	Class III	1yr Term expiring 12/31/24
Patricia Cooper	Class IV	4yr Term expiring 12/31/27
Leslie Barham Widdis	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 12/31/25
Michael Dailey	Class IV	4yr Term expiring 12/31/25
Kevin Calver, Jr.	Alternate I	2yr Term expiring 12/31/24
Robert Kleiberg	Alternate 2	2yr Term expiring 12/31/25

11. Mayor's Appointments to the Environmental Commission

BE IT RESOLVED that Mayor Tvrdik makes the following appointments to the Environmental Commission:

Patricia Cooper	3yr Term
Richard Gruskos	3yr Term
Meghan Walker	Alternate #1 2yr Term

The **ENVIRONMENTAL COMMISSION** is now composed of the following members:

Robert Broege	3yr Term expiring 12/31/24
Thomas Cox	3yr Term expiring 12/31/24
Patricia Cooper	3yr Term expiring 12/31/26
Richard Gruskos	3yr Term expiring 12/31/26
Joseph Foster	3yr Term expiring 12/31/25
Jack L. Harris	3yr Term expiring 12/31/25
Meghan Walker	Alternate #1 2yr Term expiring 12/31/25
Peter Litwin	Alternate #2 2yr Term expiring 12/31/24

12. Mayor's Appointments to Office of Emergency Management

Mayor Tvrdik states for the record that the following are currently serving in the **OFFICE OF EMERGENCY MANAGEMENT**:

Mauro Baldanza	Director	3yr Term expiring 02/21/25
Chris Baggot	1st Asst. Director	3yr Term expiring 12/31/25
Wes Sherman	2nd. Asst. Director	3yr Term expiring 12/31/26
Chief Michael Kelly	3rd Asst. Director	3yr Term expiring 02/21/26

13. Mayor's Appointments to the Flood Hazard Mitigation and Flood Plain Management Committee

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

14. First Aid Squad 2024 Officers

The Mayor and Council recognize the following First Aid Officers for 2024.

1. Sergeant, Doris Agaman
2. 2nd Lieutenant, Will Reger
3. 1st Lieutenant, Jonathan Ryan
4. Captain, Fred Filippone

15. Fire Department 2024 Officers

The Mayor and Council recognize the following Fire Department Officers for 2024.

1. 2nd Assistant Chief, Francis Lippolis
2. 1st Assistant Chief, James Gallo, Jr.
3. CHIEF, Joseph Wolf

16. Acknowledgment of Outgoing Chief Thomas Gallo**17. 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 by a Council Member on one or more items on the Consent Agenda, that item or those items will be removed from the Consent Agenda by request of a Council Member and will be considered separately. There will be one motion for all items listed.

- #2024-3 Resolution fixing date, time and place of the Governing Body meetings
- #2024-4 Resolution designating the official newspapers for Borough advertising
- #2024-5 Resolution approving the 2024 temporary budget
- #2024-6 Resolution setting a fee schedule for various miscellaneous administrative items
- #2024-7 Resolution designating depositories
- #2024-8 Resolution authorizing signatories for TD Bank
- #2024-9 Resolution approving a Cash Management Plan and Investment Policy - *Amended*
- #2024-10 Resolution permitting prepayment of certain items
- #2024-11 Resolution Tax Grace Period & Interest for Delinquent Taxes
- #2024-12 Resolution authorizing the Tax Collector to cancel small balances
- #2024-13 Resolution authorizing the annual tax sale
- #2024-14 Resolution designating Police Chief as Alternate Records Custodian
- #2024-15 Resolution of Police Department Appointments
- #2024-16 Resolution setting fees for extra duty assignments for 2024 - *Amended*
- #2024-17 Resolution awarding contract for 2024 Towing Services
- #2024-18 Resolution authorizing participation in the 1033 LESA program for 2024
- #2024-19 Resolution appointing a Public Agency Compliance Officer
- #2024-20 Resolution appointing Community Development Representatives
- #2024-21 Resolution appointing Clean Communities Coordinator
- #2024-22 Resolution appointing an ADA Coordinator for CY2024
- #2024-23 Resolution appointing Designated Employer Representative for CDL requirements
- #2024-24 Resolution authorizing limited waiver of alcoholic beverage hours – Monmouth Park
- #2024-25 Resolution appointments to Boards & Committees
- #2024-26 Resolution appointing Fire Police members
- #2024-27 Resolution appointing a Municipal Prosecutor
- #2024-28 Resolution appointing Andrew Bayer, Esq. as Borough Attorney
- #2024-29 Resolution appointing a Borough Auditor - *Amended*
- #2024-30 Resolution appointing a Bond Counsel
- #2024-31 Resolution appointing a Borough Engineer
- #2024-32 Resolution appointing a Borough Planner
- #2024-33 Resolution appointing Special Counsel for Redevelopment
- #2024-34 Resolution awarding contract for Special Counsel for Affordable Housing
- #2024-35 Resolution appointing CGP&H for Affordable Housing Adm Agent Services
- #2024-36 Resolution confirming 2024 Borough Officials
- #2024-37 Resolution reappointing John Bonforte to TRWRA
- #2024-38 Resolution authorizing an Interlocal Agreement with TRWRA

18. Resolutions

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 Keith Salnick

21. Mayor Remarks

22. Public Comments

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

23. Adjournment

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ELECTING THE 2024 BOROUGH COUNCIL PRESIDENT**

Resolution #2024-1
01/4/24

BE IT RESOLVED, by the Borough Council of the Borough of Oceanport, in the County of Monmouth, that
_____ be and is hereby elected Borough Council President for 2024.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ADOPTING THE BOROUGH BYLAWS FOR CY2024**

Resolution #2024-2
01/4/24

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, last amended February 21, 2019, 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 attached hereto be adopted for the year 2024.

BOROUGH OF OCEANPORT

2024 BY-LAWS OF THE MAYOR & COUNCIL



Borough of Oceanport
County of Monmouth, State of New Jersey

Mayor Thomas J. Tvrdik
Councilman William Deerin
Councilman Richard A. Gallo
Councilman Bryan Keeshen
Councilman Michael O'Brien
Councilman Keith Salnick
Vacant

Table of Contents

ARTICLE I - RULES OF ORDER.....	3
ARTICLE 2 – THE GOVERNING BODY	3
ARTICLE 3 – THE MAYOR.....	3
ARTICLE 4 – THE COUNCIL	4
ARTICLE 5 – THE BOROUGH CLERK.....	5
ARTICLE 6 – BOROUGH ADMINISTRATOR.....	5
ARTICLE 7 – MEETINGS	5
ARTICLE 8 – AGENDAS.....	7
ARTICLE 9 – STANDING COMMITTEES	10
ARTICLE 10 – DUTIES OF COUNCIL STANDING COMMITTEES	12
ARTICLE 11 – BILLS, CLAIMS AND VOUCHERS	16
ARTICLE 12 – SEAL.....	16
ARTICLE 13 – AMENDMENTS	17
ARTICLE 14 – ADOPTION AND TERM	17

ARTICLE I – RULES OF ORDER

The deliberations of the Governing Body 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 Governing Body, and to sign checks and warrants or payments approved by the Governing Body.

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 Governing Body. The Mayor shall cause the removal of any persons who interrupt the proceedings of the Governing Body.

Section 8. When two or more members of the Governing Body 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 Statutes 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 the Governing Body 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 Governing Body 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 the Governing Body 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 Governing Body. In case of the Mayor's neglect or refusal to do so, any four members of the Borough 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 Governing Body shall be as provided by Statute, to wit: three Borough Council Members and the Mayor, and, in the absence of the Mayor, four Borough 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. If no quorum shall be present at any meeting, those assembled shall have power and are hereby authorized to set a new meeting date and then adjourn.

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 Governing Body present at such meeting or by the Mayor with consent of the Borough Council.

Section 6. Upon demand of one member of the Borough 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 Governing Body at its annual meeting fails to elect a President of the Council, the Mayor shall appoint the President from the members of the Borough Council and in that case no confirmation by the Governing Body 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 Governing Body, in writing or by email through the Borough email addresses for each member of the Governing Body, of each special meeting, stating the subject, at least one day before the time fixed for holding same.

Section 10. It is in the best interest of its residents and taxpayers that the fullest participation and attendance in all meetings of the Governing Body be achieved whenever possible. To that end, insofar as the use of electronic conferencing for meeting attendance and voting requirements, at least in some governmental meetings, is not prohibited so long as the meeting is conducted in accordance with the Open Public Meetings Act, members of the Governing Body may attend meetings by means of electronic equipment, subject to the following conditions:

- A. All pertinent provisions of the Open Public Meetings Act must be complied with, including specifically the proper notice of any regular or special meeting, the proper record keeping or minutes of each meeting, the appropriate agenda preparation for each meeting, which in addition shall be posted along with the notice of the meeting, and, in particular, any use of closed sessions shall be in compliance with the provisions of the Act.

B. That sufficient security and identification procedures be employed, either at the outset of any meeting or at any time during the meeting as appropriate, to ensure that any and all members attending for discussion or voting purpose are in fact an authorized member with right to speak and vote.

C. A quorum of members of the Governing Body MUST be physically present at the location of the meeting for all regularly scheduled meetings, advertised on January 1st each year. Only additional members, i.e., those members not part of the required physically present quorum, may attend by video and/or audio conferencing or by other electronic means. Only at Special Meetings, not regularly scheduled, will teleconferencing be allowed to create a quorum.

D. All members of the Governing Body attending meetings by electronic conferencing shall be entitled to vote as if they were personally and physically present at the meeting site so long as a physical quorum is present, but their votes shall be recorded by the Secretary as done by electronic attendance.

E. A member of the Governing Body who attends a meeting by video or audio conference must provide notice to the Borough Clerk at least 24 hours prior to the meeting unless such advanced notice is impracticable.

F. A member of the Governing Body may attend a meeting through electronic conferencing if his or her physical presence at the meeting is prevented due to i) personal illness or disability; ii) employment purposes or the business of the Governing Body; or iii) a family or other emergency.

G. The meeting minutes shall include, but need not be limited to: i) the date, time and place of the meeting; ii) the members of the Governing Body who were either present or absent from the meeting and whether those members in attendance were physically present or present by audio conference, video conference or by other electronic means; and iii) a summary of discussion on all matters proposed, deliberated, or decided, and a record of any votes taken.

H. This policy shall not be construed to mean that conferencing by electronic means shall be regularly used or used at every meeting of the Governing Body but shall be used only as necessary to allow the participation of members of the Governing Body who are unable to attend in person due to such circumstances listed in Provision F herein.

I. The location of the meeting included on the notice shall be equipped with a suitable transmission system (e.g., a speakerphone) in order that the public audience, the members of the Governing Body in attendance and any staff will be able to hear any input, vote or discussion of the conference and that the member attending by electronic means shall have a similar capability of hearing such input, vote or discussion.

ARTICLE 8 – AGENDAS

Section 1.

A. Workshop. 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, Statement to the Public
4. Roll Call
5. Public Comment on Action Items
6. Action Items
 - a. Resolution for payment of bills
 - b. Resolutions of a timely nature
 - c. Ordinances of a timely nature
7. Clerk's Report
 - a. Old Business
 - b. New Business
8. Administrator's Report
9. Mayor's Report
10. Public Comment
11. Executive Session by Resolution as needed
12. Adjourn to Executive Session
13. Return from Executive Session
14. Adjournment

B. Regular. 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, Statement to the Public
4. Roll Call
5. Public Comment on Action Items
6. Administrator's Report
7. Clerk's Report
8. Consent Agenda
9. Minutes
10. Resolutions

11. Ordinances

12. Council Standing Committee reports

- a. Parks & Recreation
- b. Public Works & Engineering
- c. Public Safety
- d. Finance & Administration
- e. Health & Human Services
- f. Planning & Development

13. Mayor's Report

14. Public Comment

15. Executive Session by Resolution as needed

16. Adjourn to Executive Session

17. Return from Executive Session

18. Adjournment

C. The aforesaid order of business at any meeting may be changed by motion with majority vote of the members of the Governing Body present at such meeting or at the discretion of the Mayor.

Section 2. An agenda for each meeting of the Governing Body 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 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 with supporting documentation including summary of item development, purpose, cost/savings details, appropriate budget account(s) to be charged for financial matters with statement from the CFO that funds are available and any proposals/quotes, shall be submitted to the Clerk by the end of business on the seventh (7th) calendar day before a workshop or regular meeting. The Clerk shall prepare a printed agenda which shall be provided to the Governing Body and be available to the general public by the close of business on the third (3rd) 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 Monday.) In the event that exigent circumstances prevent issuance of an agenda on the third (3rd) calendar day before a meeting, it shall be issued as soon thereafter as possible. Agenda items and supporting documentation shall be provided with the agenda whenever possible or as it becomes

available. 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 Governing Body, 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.

Section 7. Unless permitted by the Mayor after a request, no remarks may be addressed directly to any individual member of the Governing Body, but only to the Governing Body as a whole. In the event a request to address an individual member of the Governing Body is made, the Mayor may only grant the request if the individual member of the Governing Body to whom the remark is to be made advises the Mayor that he or she assents to the request.

Section 8. Members of the Governing Body may, if they wish, respond to any member of the public. If present and called upon by the Mayor or other presiding officer, a Borough employee may provide information in response to any inquiry from the public.

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 Governing Body. 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 Governing Body not concur in the appointment by the Mayor of any Council member to any committee, the Governing Body 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 (Schools & Library), Water Watch, Environmental Commission |

- | | |
|--------------------------------|--|
| 3. PARKS & RECREATION: | Parks and Recreation, Shade Tree, Seniors, Special Events & Public Information related thereto |
| 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 Governing Body but only within statutory limits as the entire Governing Body 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 the Governing Body.
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 Governing Body.
2. Make promises or commitments to anyone which directly, or by inference, bind the Governing Body.
3. Act in such a manner or make decisions, which set a precedent, or violate established Governing Body 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.

Section 8. The Chairperson of each Committee shall also report or cause to be prepared and submitted in writing to the Mayor and Council at the Regular meeting in December of each year an annual report of his or her committee's activities. Such annual report shall be filed in the office of the Borough Clerk and be there assembled as a permanent annual document covering the activities of all Standing Committees.

ARTICLE 10 – DUTIES OF COUNCIL STANDING COMMITTEES

A Standing Committee shall function as an advisory body to the Council as a whole in reviewing policy matters referred to them by the Governing Body, and such other matters as the Governing Body, by simple majority vote, may direct. A Standing Committee, within its respective areas of responsibility, shall formulate recommendations to the Governing Body 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 Governing Body, 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. The Borough Administrator, in consultation with the Chief Financial Officer, works with Department Heads to determine budgetary needs.
 2. Members of the Committee will coordinate the financial information with the Mayor, Borough Administrator, Department Heads and Chief Financial Officer throughout the budget process.

3. The Committee, Mayor, Borough Administrator and Chief Financial Officer finalize the budget and submit same to Borough Clerk for distribution to all Council members and for scheduling of budget introduction.
- C. Serve as liaison between the Governing Body 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 the Governing Body.
- 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 Governing Body and the Oceanport Board of Education and Shore Regional Board of Education.
- B. Serve as liaison between the Governing Body and the Shore Regional Alliance.
- C. Serve as liaison between the Governing Body 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 Governing Body and the County Board of Health.
- E. Review documentation and make recommendations to the Governing Body 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 Governing Body.

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, and Special Events and, specifically, shall:

- A. Oversee and coordinate the maintenance, management and operation (excluding field scheduling) 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 Governing Body 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 the Governing Body may approve.
- G. Publish and distribute a bulletin containing current events and activities in the Borough.
- 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 Governing Body
- B. Make recommendations to the Governing Body for the preparation, enactment, updating and/or codification of ordinances and/or Borough procedures and/or policies pertaining to zoning and planning, development, sub-division control, site plan approval, building codes and construction.

- C. Keep the Governing Body 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 Governing Body.
- E. Serve as liaison between the Borough's Volunteer Fire Departments and the Governing Body.
- F. Serve as the liaison between the Borough's Police Department and the Governing Body.
- G. Serve as the liaison between the Governing Body 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 Governing Body 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 – BOROUGH 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 Governing Body 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
APPROVING THE 2024 ANNUAL MEETING NOTICE OF THE MAYOR AND COUNCIL**

**Resolution #2024-3
01/4/24**

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 2024:

NOW, THEREFORE, BE IT RESOLVED that the Oceanport Mayor and Council for the 2024 calendar year will conduct the following meetings for the purpose of conducting Borough business for 2024. Meetings will be held in the Clement V. Sommers Municipal Building, 910 Oceanport Way, Oceanport, NJ 07757. 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. Official action may be taken at workshop and regular meetings.

	WORKSHOP	REGULAR
January	18 th	18 th
February	1 st	15 th
March	7 th	21 st
April	4 th	18 th
May	2 nd	16 th
June	6 th	20 th
July*	18 th	18 th
August*	15 th	15 th
September	5 th	19 th
October	3 rd	17 th
November	7 th	7 th
December	5 th	19 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 holidays.

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 #2024-4
01/4/24**

BE IT RESOLVED that the Asbury Park Press, Star Ledger and the Two River Times newspaper are hereby designated for the year 2024 ending December 31, 2024, 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 Clement V. Sommers Municipal Building, 910 Oceanport Way, 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 #2024-5
01/4/24

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 2024 Budget; and

WHEREAS, the total amount of the 2024 temporary budget is not in excess of 26.25% of the total 2023 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 2024 Temporary Budget for the Borough of Oceanport.

	TEMP BUDGET (S&W)	TEMP BUDGET (OE)
ADMINISTRATIVE & EXECUTIVE	\$ 35,000.00	\$ 13,500.00
MUNICIPAL CLERK	\$ 40,000.00	\$ 45,000.00
FINANCIAL ADMINISTRATION	\$ 32,000.00	\$ 20,000.00
COLLECTION OF TAXES	\$ 13,000.00	\$ 5,000.00
ASSESSMENT OF TAXES	\$ 15,000.00	\$ 27,500.00
LEGAL SERVICES		\$ 40,000.00
BOROUGH ENGINEER		\$ 30,000.00
PROSECUTOR	\$ 4,000.00	
PLANNING BOARD	\$ 5,000.00	\$ 4,000.00
PLANNER SERVICES & FEES		\$ 5,000.00
ENVIRONMENTAL COMMISSION		\$ 150.00
CODE ENFORCEMENT	\$ 10,000.00	\$ 250.00
GENERAL LIABILITY		\$ 90,000.00
WORKMEN'S COMPENSATION		\$ 60,000.00
HEALTH		\$ 380,000.00
DENTAL		\$ 20,000.00
POLICE	\$ 560,000.00	\$ 45,000.00
PUBLIC SAFETY EQUIPMENT		\$ 15,000.00
EMERGENCY MANAGEMENT	\$ 2,000.00	\$ 5,000.00
FIRE HYDRANT SERVICE OE		\$ 30,000.00
FIRST AID ORGANIZATION OE		\$ 10,000.00
FIRE DEPARTMENT OE		\$ 15,000.00
FIRE BUREAU	\$ 7,500.00	\$ 3,000.00
STREETS SW	\$ 125,000.00	
STREETS & ROADS OTHER EXPENSES		\$ 45,000.00
SANITATION-TRASH REMOVAL		\$ 90,000.00
RECYCLING		\$ 25,000.00
PUBLIC BUILDINGS & GROUNDS OE		\$ 60,000.00

BOARD OF HEALTH	\$ 900.00	\$ 50.00
WATER WATCH COMMITTEE-OTHER		\$ 2,000.00
PARKS SW	\$ 5,000.00	
PARKS AND PLAYGROUNDS OE		\$ 5,000.00
SENIOR CITIZEN COMMITTEE OE		\$ 800.00
LIBRARY	\$ 3,000.00	\$ 525.00
TRANS OF HS STUDENTS OE		\$ 20,000.00
NJEIT ADMIN FEES		\$ 9,500.00
CELEBRATION OF PUB. EVENTS OE		\$ 1,500.00
ELECTRICITY		\$ 30,000.00
TELEPHONE/INTERNET		\$ 15,000.00
WATER/SEWER		\$ 10,000.00
NATURAL GAS		\$ 25,000.00
STREET LIGHTING		\$ 30,000.00
GASOLINE & OIL		\$ 30,000.00
SANITATION DUMPING FEES		\$ 100,000.00
P.E.R.S. OE		\$ 150,000.00
SOCIAL SECURITY SYSTEM OE		\$ 50,000.00
P & F RETIREMENT SYSTEM OE		\$ 572,676.00
DEFERRED RETIREMENT COMPENSATION PROGRAM		\$ 2,000.00
DISPATCH SHARED SERVICES		\$ 121,000.00
BLOODBORNE PATHOGEN		\$ 100.00
SCHOOL CLASS 3 RESOURCE OFFICER	\$ 15,000.00	\$ 1,000.00
MUNICIPAL COURT S&W	\$ 30,000.00	\$ 2,500.00
PUBLIC DEFENDER-OTHER EXPENSE		\$ 1,000.00
DEBT SERVICE - GREEN ACRES		\$ 9,000.00
CAPITAL LEASE		\$ 400.00
DEBT SERVICE BOND INTEREST		\$ 105,000.00
TOTALS	\$ 902,400.00	\$ 2,377,451.00
OPEN SPACE FUND		
Maintenance of Land for Recreation		\$ 50,000.00
Debt Service		\$ 65,200.00
TOTAL		\$ 115,200.00

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

**Resolution #2024-6
01/4/24**

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 2024 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, search, document collection, copying, production, conversion and review. All fees shall become effective immediately.

BE IT FURTHER RESOLVED that the aforementioned fees are effective for CY2024 and in conformance with State requirements.

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

Resolution #2024-7
01/4/24

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

Lakeland Bank

PNC Bank, NA

Santander Bank, NA

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE BOROUGH CLERK TO CERTIFY AUTHORIZED SIGNATORIES FOR FINANCIAL
INSTITUTIONS**

**Resolution #2024-8
01/4/24**

WHEREAS, the Borough of Oceanport is a duly organized Municipal Corporation (hereinafter referred to as "Borough") having principal offices at 910 Oceanport Way, Oceanport, New Jersey 07757; and

WHEREAS, the Borough of Oceanport maintains financial accounts with TD Bank; and

WHEREAS, TD Bank requires a certification by the Borough Clerk as Records Custodian that certain named persons are authorized as signatories,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that the Borough Clerk is hereby authorized to certify to TD Bank and any other financial institution requiring same that:

1. That the financial institution, at any one or more of its offices or branches, be and it hereby is designated as a Financial Institution of and depository of funds for the Borough of Oceanport, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for payment of monies (including electronic orders) bearing the signature of, or as otherwise authorized by, any one (1) of the following officers, employees or agents of the Borough of Oceanport ("Agents"):

Mayor	Thomas J. Tvrdik
Chief Financial Officer	Catherine D. LaPorta
Borough Administrator	Donna M. Phelps
2. That the Agents, whose names appear above are hereby authorized to open and maintain a deposit account or accounts of the Borough of Oceanport with the Financial Institution, subject to terms and conditions of the Business Deposit Account Agreement, as it may be amended from time to time (the "Account Agreement").
3. That the Financial Institution is hereby directed to accept and pay without further inquiry any item or payment order drawn against any of the Borough's accounts with the Financial Institution bearing the signature of or as otherwise authorized by any such Agents even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed, or payment order authorized, in accordance with the resolutions contained herein, or the application or disposition of such item or payment order or the proceeds of the item or payment order.
4. That any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by the Borough of Oceanport for deposit with the Financial Institution, or for collection or discount by the Financial Institution, and to accept drafts and other items payable at the Financial Institution.
5. That the above-named agents are authorized and empowered to execute such other agreements including, but not limited to, special depository agreements and arrangements regarding the manner, conditions or purposes for which funds, checks or items of the Borough of Oceanport may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions.
6. That the authority hereby conferred upon the above-named Agents shall be and remains in full force and effect until written notice of the revocation thereof shall have been delivered to and received by the Financial Institution at the location where an account of the Borough of Oceanport is maintained and Financial Institution has had a reasonable period of time to act upon such notice.

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

**Resolution #2024-9
01/4/24**

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	COLUMBIA BANK	
OCEANFIRST BANK	CAPITAL ONE BANK	
WELLS FARGO	LAKELAND BANK	
TD BANK	PNC BANK, NA	
VALLEY NATIONAL BANK	SANTANDER BANK, NA	State of
NJ CASH MANAGEMENT FUND		

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-1et 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 managed 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. Best Practices for Wire Transfers and ACH Payments

1. Review contracts with financial institutions – Your entity's legal counsel must immediately review all agreements and be certain that the "presumptive liability" is placed on financial institutions that process wire transfers and ACH payments.
2. Confirm receipt of Best Practices – Verify that your Chief Financial Officer has reviewed each of these practices and provides specific "no exception guidelines" as to wire transfer and ACH payment policy and procedures.
3. Include Best Practices in Annual Cash Management Plan – Require that your Chief Financial Officer includes the entire Best Practices for Wire Transfer and ACH Payments, as part of the Annual Cash Management Plan pursuant to N.J.S.A. 40A:5-14, which is required to be adopted annually by the governing body.
4. Establish specific wire transfer and ACH payment requirements – Wire transfers payments are completed the same day while ACH payments take 1-2business days for the transaction to be completed. Banking institutions have indicated that ACH payments are more secure than wire transfers. The following requirements must be part of your wire transfer and ACH payments policy:
 - a. Identify at least two authorized individuals in the covered entity who are authorized to execute and confirm wire transfers and ACH payments respectively. The Official with financial administrative rights that is tasked with this process is required to have an appropriate level of responsibility. This official will set up the wire transfer or the ACH payment and the other official, also with an appropriate level of responsibility will authorize the release of the wire or ACH payment directly with the bank utilizing a separate platform other than the electronic platform utilized to initiate the wire, i.e., Telephone call or Phone Text, not an email on the same network.
 - b. Free form wire transfers and ACH payments must be blocked in the banking system. Only wire transfers where an approved wire or ACH template is authorized are allowed. Wire and ACH Template authorizations should go through the same approval process as noted in a. above, wherein the Finance office initiates and the Administrative office confirms. Also, any changes to a template must be authorized using this same process. A wire transfer or ACH payment requires at least two forms of verification from the vendor bank before a transfer can be authorized. The verification should include: (i) Multi-factor authentication for each authorized user; (ii) user verbal authorization and verbal confirmation using phone contact information on file, not the phone number in an email; and (iii) a limited email exchange to confirm the wire transfer. The additional factor(s) can be a text with a code sent to an authorized user's smartphone, a hard token, or biometrics. The email exchange shall never contain specific information relating to the actual contents of the transfer.
 - c. For all wire/ACH transfer of funds, the following information is required:
 - i. Must create a template for all transactions.
 - ii. Name of person spoken to, including the recipient vendor title and telephone number.
 - iii. Name of the two individuals from the covered entity that verbally and in writing confirmed the authorization of the transfer, and the receiving bank information, including routing number, account number and dollar amount.
 - iv. Confirming telephone call to vendor/receiving entity verifying transfer authorization, receiving bank information including routing number, account number and dollar amount.
 - v. Memorialization of the transfer and confirmation of completion of the transaction.
 - vi. Exception to the above is when a recurring transaction with an established template is transacted, steps iii-v will not have to be completed.
 - d. Memorialization of each transfer/payment must be filed with the Chief Financial Officer/JIF treasurer and made available for audit.
 - e. A detailed description of all wire transfers and ACH payments must be filed with the Chief Administrative Officer and the Clerk.

- f. Verbally confirm, within 24 hours, with receiving vendor/entity that the funds were credited to their account.
- g. Entities are required to establish a policy restricting the frequency of wire transfers to infrequent or emergent matters, and real estate transactions, rather than for routine payments to vendors. The frequency of fraudulent transactions for wire transfers is far greater than for checks. Templates must be set up for wire transfers and ACH payments.
- h. Entities are required to placing a dollar limit on wire transfers and ACH payments that is reasonable to your size entity but recognize when setting that limit that your coverage is limited to the maximum coverage of the crime policy and your entity will be responsible for any losses between the coverage limits and the wire limit you set.
- i. Establish on-line banking alerts for all wires & ACHs changes to a template. The online banking policy must include a requirement that the wire/ACH is not released until the recipient of the alert approves it.
- j. Covered entities are required to restrict all permissions on international wires. Authorized users are required to set up the restrictions on the banking institution's on-line system.
- k. Each Chief Financial Officer must utilize blocks and alerts in their banking system to ensure that any transactions not specifically authorized will be flagged by the banking system, and the Chief Financial Officer must authorize each flagged transaction. The use of a Payee Positive Pay system for all checks and ACH transactions is required. Additionally, daily review of overnight transactions and balances to identify any unusual transactions or events is strongly recommended.
- l. Notify the bank and Chief Financial Officer/Treasurer/Responsible individual immediately if suspicious activity is detected.

Cyber Insurance and Wire Transfers

Generally speaking, wire transfer fraud is considered a theft and there may be limits of up to \$250,000 depending on the incident. That leaves a potential gap for significant exposure to . There are important coverage contingencies in many policies, such as that the coverage will apply only if you "properly verify the instructions to transfer such assets by following a prearranged procedure to authenticate the request." The bottom line is, insurers have been moving to restrict or eliminate coverage altogether, especially if proper controls are not in place. Many of the losses that we are seeing today throughout government agencies are easy to prevent, but also easy to create significant losses. Prudent controls must be implemented to protect our members and covered entities and minimize exposure, as well as to qualify for coverage.

X. TERM OF PLAN

This Plan shall be in effect from Jan. 1, 2024 to December 31, 2024. 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 #2024-10
01/4/24**

WHEREAS, the Borough of Oceanport has budgeted funds for 2024 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 2024 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.
7. Contractual Payments

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

**Resolution #2024-11
01/4/24**

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 or a holiday, 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 interest on delinquent taxes with a rate of Eight Percent (8%) per annum for the first \$1,500 and Eighteen Percent (18%) per annum 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 #2024-12
01/4/24**

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 2024 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 2024**

**Resolution #2024-13
01/4/24**

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 2024 for those taxes and sewer utility charges due on real property that have been delinquent since December 31, 2022.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
DESIGNATING THE CHIEF OF POLICE AS THE CUSTODIAN OF OCEANPORT POLICE DEPARTMENT
RECORDS**

Resolution #2024-14
01/4/24

WHEREAS, N.J.S.A. 47:1A-1.1 of the Open Public Records Act names the Municipal Clerk as the Records Custodian of the Municipality; and

WHEREAS, N.J.S.A. 47:1A-1.1 of the Open Public Records Act does not preclude the Municipality from developing reasonable and practical measures for responding to OPRA requests which may include the designation of deputy custodians for particular types of records; and

WHEREAS, the custodian will manage and respond to Open Public Records Act requests and manage the maintenance, retrieval, protection and retention of all police records in accordance with law; and

WHEREAS, the Borough Clerk shall continue to review and approve requests for destruction of police records in accordance with law and Borough procedures; and

WHEREAS, the Mayor & Council have determined that it is proper to designate the Chief of Police as the Custodian of Police Department Records;

NOW, THEREFORE, BE IT RESOLVED by the Mayor & Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that the Chief of Police is hereby designated as the Custodian of Police Department Records and requests for destruction of police records shall be approved by the Borough Clerk.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENTS TO THE POLICE DEPARTMENT FOR THE PERIOD
JANUARY 1, 2024 TO DECEMBER 31, 2024**

**Resolution #2024-15
01/4/24**

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 III:
James Gomez

Special Law Enforcement Officer Class II:
Shane Carroll
Aydem Miles

Special Law Enforcement Officer Class I:
Thomas Pullaro

School Crossing Guards
Kelly Abbate
Doris Agaman
Janet Wallace
Kathleen Britton
Scott Poyner
Maggie Lippolis
Frank Lippolis

Relief Crossing Guards
Darlene Crochet
William McNish
Wes Sherman
Gina Egidio

**RESOLUTION OF THE BOROUGH OF OCEANPORT
SETTING THE FEES FOR EXTRA DUTY ASSIGNMENTS FOR CY2024**

Resolution #2024-16
01/4/24

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 equivalent to the top patrol overtime rate per hour for police officers, Class I and II special officers.
2. All Extra Duty Assignment shall have a minimum of four (4) hours
3. 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 \$65.00 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 reduced rate of \$65 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
AWARDING CONTRACTS FOR TOWING SERVICES FOR 2024**

Resolution #2024-17
01/4/24

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 2024.

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 2024 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
930 OCEANPORT WAY, OCEANPORT, NEW JERSEY 07757

732.222.6300
Main

732.222.6301 ext 3015
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 26, 2023

Re: 2024 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
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 #2024-18
01/4/24**

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 2023 to December 31, 2023; 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, 2024 to December 31, 2024.

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

Resolution #2024-19
01/4/24

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 M. 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 M. 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.

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

**Resolution #2024-20
01/4/24**

BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that DONNA M. 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 2024.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING A CLEAN COMMUNITIES COORDINATOR FOR CY2024**

Resolution #2024-21
01/4/24

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 M. Phelps is hereby appointed as Clean Communities Coordinator for the Borough of Oceanport for the period commencing January 1, 2024 and ending December 31, 2024.
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
CY2024**

**Resolution #2024-22
01/4/24**

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 Donna M. Phelps to the position of ADA Coordinator and Jeanne Smith 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 Donna M. Phelps as ADA Coordinator and Jeanne Smith as Deputy Coordinator for the period commencing January 1, 2024 through December 31, 2024.
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 #2024-23
01/4/24**

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 Borough Administrator Donna M. Phelps and Steve Btriskey 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 Steve Briskey 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
AUTHORIZING A WAIVER OF §115-2 ALCOHOLIC BEVERAGES/HOURS OF OPERATION FOR
CERTAIN EVENTS BEING HELD AT MONMOUTH PARK**

**Resolution #2024-24
01/4/24**

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 10:00 a.m. 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 Haskell Invitational event held at Monmouth Park Racetrack and any other special events upon notification to the Borough Administrator.

RESOLUTION OF THE BOROUGH OF OCEANPORT APPOINTMENTS TO BOARDS AND COMMITTEES

Resolution #2024-25

01/4/24

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

Vacant 4yr Term expiring 12/31/27

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

David LaPorta	4yr Term expiring 12/31/24
Karen Statmore	4yr Term expiring 12/31/25
Fred Fillippone	4yr Term expiring 12/31/26
Vacant	4yr Term expiring 12/31/27

CABLE & TECHNOLOGY COMMITTEE

James Whitson	1yr Term expiring 12/31/24
Joseph Foster	1yr Term expiring 12/31/24
Steve Heinsius	1yr Term expiring 12/31/24
John Fleming	1yr Term expiring 12/31/24
Frank Leslie	1yr Term expiring 12/31/24
Bryan Russell	1yr Term expiring 12/31/24

GREEN TEAM ADVISORY COMMITTEE

Jen McDonald	3yr Term expiring 12/31/26
Angela Testa	3yr Term expiring 12/31/26
Andy Judkis	3yr Term expiring 12/31/26
Sara Torbet	1yr Term expiring 12/31/24
Jack Harris	Unexpired Term ending 12/31/26

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

Robert Kleiberg	2yr Term expiring 12/31/24
Jordan Falcone	2yr Term expiring 12/31/24
Jen McDonald	3yr Term expiring 12/31/26
Angela Testa	3yr Term expiring 12/31/26
Andy Judkis	3yr Term expiring 12/31/26
Sara Torbet	1yr Term expiring 12/31/24
Jack Harris	3yr Term expiring 12/31/24

HISTORICAL COMMITTEE

Rosanne Letson	1yr Term expiring 12/31/24
Robin Kelly	1yr Term expiring 12/31/24
Paula Lombardo	1yr Term expiring 12/31/24
Mike MacStudy	1yr Term expiring 12/31/24
Ric Siciliano	1yr Term expiring 12/31/24
Toni Sverapa	1yr Term expiring 12/31/24
John Bonforte	1yr Term expiring 12/31/24
Tom Cavanaugh	1yr Term expiring 12/31/24
Joseph Foster	1yr Term expiring 12/31/24

RECREATION COMMITTEE

Christopher Farrell	3yr Term expiring 12/31/26
Jacqueline Patterson	3yr Term expiring 12/31/26
Vacant	3yr Term expiring 12/31/26
Vacant	3yr Term expiring 12/31/26

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

Scott Marcantonio	3yr Term expiring 12/31/24
Melanie Patterson	3yr Term expiring 12/31/24
Alexa Hetzel	3yr Term expiring 12/31/25
Kevin Guilford	3yr Term expiring 12/31/25
David Walker	3yr Term expiring 12/31/25
Debbie Peterson	3yr Term expiring 12/31/25
Vacant	3yr Term expiring 12/31/26
Christopher Farrell	3yr Term expiring 12/31/26
Jacqueline Patterson	3yr Term expiring 12/31/26
Vacant	3yr Term expiring 12/31/26

WATER WATCH COMMITTEE

Richard Gruskos	1yr Term expiring 12/31/24
Thomas Cox	1yr Term expiring 12/31/24
Dr. Jessica Gruskos	1yr Term expiring 12/31/24
Joseph Foster	1yr Term expiring 12/31/24
Joseph Stark	1yr Term expiring 12/31/24
Joan T. Cox	1yr Term expiring 12/31/24
Vacant	1yr Term expiring 12/31/24
Vacant	1yr Term expiring 12/31/24

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENTS FOR FIRE POLICE FOR CY2024**

Resolution #2024-26
01/4/24

BE IT RESOLVED, by Thomas J. Tvrdik, 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:

Port Au Peck Chemical Hose Co.:

Bill McNish, Captain	5yr Term expiring 12/31/28
Clarence Brocklebank, 1st Lieutenant	5yr Term expiring 12/31/28
Bob D'Agostino	5yr Term expiring 12/31/28
Frank Lippolis	5yr Term expiring 12/31/28
Fred Fillippone	5yr Term expiring 12/31/28
Wes Sherman	5yr Term expiring 12/31/28

Oceanport Hook & Ladder Fire Co.:

Michael DePonte	5yr Term expiring 12/31/28
Tom Porowski	5yr Term expiring 12/31/28
Roman Lima-Velasquez	5yr Term expiring 12/31/28

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING A MUNICIPAL PROSECUTOR FOR CY2024**

Resolution #2024-27
01/4/24

WHEREAS, pursuant to N.J.S.A. 2B:25-4 and § 41-9 of the Code of the Borough of Oceanport there is 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.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF BOROUGH ATTORNEY FOR THE PERIOD
JANUARY 1, 2024 TO DECEMBER 31, 2024**

**Resolution #2024-28
01/4/24**

WHEREAS, the Borough of Oceanport desires to appoint and retain the services of Andrew Bayer, Esq. of the firm Pashman Stein PC, 28 Leroy Place, Red Bank, NJ 07701 as **Borough Attorney** for the period commencing January 1, 2024 and ending December 31, 2024;

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

WHEREAS, the Borough has determined that the value of the services will exceed \$17,500.00 and desires to make the appointment by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, Andrew Bayer, Esq. of the firm Pashman Stein PC has completed and submitted a Business Entity Disclosure Certification and Political Disclosure pursuant with **P.L. 2023, c.20**; and

WHEREAS, funds shall be available for the stated purpose in the 2024 municipal budget subject to adoption of the 2024 budget in accordance with the below Certification of Funds by the Chief Financial Officer,

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

1. Andrew Bayer, Esq. of the firm Pashman Stein PC, 28 Leroy Place, Red Bank, NJ 07701 be and is hereby appointed as Borough Attorney for CY2024.
2. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for an amount not to exceed \$75,000.00 pursuant with the provided fee schedule for 2024.
3. Subject to the certification of funds by the CFO for the stated purpose.

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

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

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 2024 Budget


Catherine D. LaPorta, CFO

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT made this _____ day of January, 2024 by and between the **Borough of Oceanport**, a municipal Corporation of the State of New Jersey (the "Borough"), 315 E. Main Street, Oceanport, New Jersey 07757 and **Pashman Stein Walder Hayden, PC**, 101 Crawford's Corner Road, Suite 4202, Holmdel, New Jersey 07733 (the Borough and Pashman Stein Walder Hayden, PC shall collectively be referred to as the "Parties").

W I T N E S S E T H:

WHEREAS, the Mayor and Borough Council have determined, and they are required by statute to appoint a Borough Attorney to handle the Borough's legal affairs; and

WHEREAS, by Resolution 02-2023 dated January 1, 2024, Andrew Bayer of the Law Firm Pashman Stein Walder Hayden, PC, was duly appointed the Borough Attorney for the Borough of Oceanport for the 2024 calendar year; and

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Borough and the Attorney hereby agree as follows:

Appointment: The Borough hereby appoints Andrew Bayer, Esq. of Pashman Stein Walder Hayden, PC (the "Firm") to perform services as the Borough Attorney in connection with legal matters for the Borough and carry out the responsibilities as set forth in this Agreement.

Responsibilities/Scope of Work: The Attorney shall serve as the Borough Attorney in accordance with all applicable Borough Ordinances and be the chief legal adviser of the Borough. In addition to those responsibilities specifically set forth by statute and/or by Borough Ordinance, the Firm shall perform such legal activities as directed by the Borough, including but not limited to the following:

1. Attendance at agenda and public meetings of the Mayor and Borough Council.
2. Serve as legal advisor to the Mayor and Borough Council and to all administrative boards and agencies appointed by the Mayor and/or Council, except as may otherwise be provided by law or the Borough Code, on all matters of Borough business.
3. Communicate with the Mayor, members of the Administration, members of the Borough Council, members of the Municipal Staff, Borough professionals, and other agents and/or representatives of the Borough on all matters of Borough business.
4. Advise the Council as to the form and sufficiency of all ordinances and resolutions and advise the Mayor and Council as to the sufficiency of all Borough actions prior to their occurrence.

5. Review and approve all legal documents, contracts, deeds, documents and other instruments prior to the execution thereof by or on behalf of the Borough.
6. Render opinions in writing on any question of law submitted to him by the Mayor and/or Borough Council with respect to their official powers or duties, or duties or the powers and duties of any officer of the Borough.
7. Supervise and direct the work of such additional attorneys and/or technical or professional assistants as the Mayor and/or Borough Council may authorize for special or regular employment in or for the Borough.
8. Represent the Borough in all matters in which the Borough is a party before any division of the Superior Court of New Jersey, the Federal District Court, and such appellate courts and similar administrative tribunals such as the Office of Administrative Law.
9. File suit on behalf of the Borough in any court when so directed by the Mayor and/or Borough Council.
10. With the approval of the Mayor and/or Borough Council, conduct appeals from orders, decisions or judgments affecting any interest of the Borough as the Attorney may in his discretion determine to be necessary or desirable, or as directed by the Mayor and/or Borough Council.
11. Serve as attorney for the Borough in any alcoholic beverage proceeding, either before the Mayor and Borough Council or before the Alcoholic Beverage Commission.
12. Serve as attorney for the Borough in any matter before the Council on Affordable Housing and any other state agency and/or instrumentality of the State of New Jersey.
13. Subject to the approval of the Mayor and/or Borough Council, have power to enter into any agreement, compromise or settlement of any litigation in which the Borough is involved.
14. Conduct prosecution of crimes and offense cognizable before the court of the State of New Jersey, including the violation of ordinances or citizens' complaints of any department or agency of the Borough as required under state law and violations of the rules and regulations duly promulgated by the department, board or agency of the Borough, except where the prosecution of such crimes and offenses is the duty of the County or Borough Prosecutor.
15. Maintain a record of all actions, suits, proceedings and matters which relate to the Borough's interests and report thereon from time to time as the Mayor and /or Council may require.
16. Such other powers, duties and functions as may be provided by the Borough,

applicable law, administrative directive, or court decision.

Term of Office: The Attorney shall serve for a one (1) year term and until the appointment and qualification of his successor.

Compensation/Expenses: The Borough hereby agrees to pay the Attorney within 30 days upon receipt of appropriate vouchers, all charges rendered pursuant to this Agreement or any modifications, additions or amendments to the Agreement, for services provided by him or a member of the Firm as herein set forth as follows:

a. All legal services including but not limited to, telephone conferences, drafting ordinances, resolutions, contracts, correspondence and other documents, legal research, opinion letters, labor work, and litigation services, including but not limited to prosecuting and/or defending the Borough in prerogative writ actions, federal civil rights claims, tort claims, labor claims and workers compensation claims in the United States District Court, Superior Court of New Jersey, and/or any State of New Jersey administrative agencies, shall be billed at the following hourly rates: \$195.00 per hour for all attorneys and \$95 per hour for paralegals.

b. In addition to the above, the Firm shall be reimbursed for all out-of-pocket and travel costs such as copying or printing costs, facsimiles, messenger fees, filing fees, recording fees, court costs, transcript costs, Westlaw or other computerized legal research charges, and for all other out-of-pocket disbursements incurred in performing their responsibilities on behalf of the Borough.

Assignment of Work: Unless otherwise directed by the Governing Body of the Borough, the Firm may, at his discretion, assign certain appearances and projects to attorneys in his office who are members of the legal profession and are licensed as an Attorney-at-Law by the State of New Jersey, compensation for whose services shall be paid in accordance with "Compensation/Expenses" paragraph above. In addition to utilizing those attorneys in his office, the Firm may, if so required, and at his discretion, assign certain legal projects, including litigation, to special counsel or other outside counsel as the Borough Attorney may determine whenever the Firm deems the interest of the Borough to require. If the Firm should be disqualified with respect to any matter, the Firm shall have the right to appoint, with the Governing Body's approval, legal counsel to represent the Borough with respect to such matters.

Certification of Funds: The Borough represents that it has and will have sufficient funds available in its budget to pay the consideration to the Attorney for the services to be rendered by the Attorney to the Borough as required by the provisions of this Agreement.

Termination: The Firm's contract with the Borough shall be deemed expired at the end of the term of this Agreement. However, if the Borough has failed to enter into a new Agreement with the Firm or its replacement, this contract shall remain in full force and effect to the same extent and at the same rates as provided for hereinbefore until a new contract has been entered into between the parties or until a successor has been appointed and qualified through the consent of the Borough Council.

Affirmative Action: During the performance of this Agreement, The Firm agrees as follows:

A. The Firm will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Firm 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 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 Firm 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 non-discrimination clause;

B. The Firm will in all solicitations or advertisements for employees placed by or on behalf of The Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

C. The Firm, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer advising the labor union or workers' representative of The Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

D. The Firm agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

E. The Firm 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 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;

F. The Firm agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and 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 or indirect discriminatory practices;

G. The Firm 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. The Firm 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 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; and

I. The Firm will 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 the Borough will 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).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first referenced above.

WITNESS:

Borough of Eatontown

Jeanne Smith, RMC
Borough Clerk

By: _____
Thomas Tvrdik, Mayor

Pashman Stein Walder Hayden, PC

By:  _____
Andrew Bayer, Partner

Andrew Bayer

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



December 28, 2023

Borough of Oceanport
Jeanne Smith, Borough Clerk
910 Oceanport Way
Oceanport, New Jersey 07757
Attention Jeanne Smith

Re: Proposal to Serve as Borough Attorney and COAH/Affordable Housing Attorney

Dear Ms. Smith:

Let me first thank you and the Governing Body for the opportunity to submit this proposal to continue to serve as the Borough Attorney and 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 for all of its legal needs. We have the experience and depth of understanding of the legal and policy hurdles facing municipalities to best represent the Borough's interests.

We are enclosing two proposed contracts; one for the Borough Attorney position and the other for the COAH/Affordable Housing position. Thank you again for the opportunity to submit these proposals, the specific details of which are set forth on the pages that follow. Please do not hesitate to reach out if you have any questions.

Very truly yours,

Pashman Stein Walder Hayden, PC

By: _____

A handwritten signature in blue ink, appearing to read "Andrew Bayer".

Andrew Bayer

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
Andrew Bayer, of Pashman Stein Walder Hayden, P.C.,
 (Vendor Name) (Vendor Address, City, State, Zip)

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 2023* 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	Bryan Keeshen	Thomas Tvrdik
William Deerin	Michael O'Brien	Oceanport Republican Committee
Richard Gallo	Keith Salnick	Oceanport Democratic Committee

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
See attached	

Part 3 – Signature and Attestation:

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. 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, P.C.
 Printed Name of Affiant: Andrew Bayer
 Title: Member of the Firm
 Signature of Affiant: *Andrew Bayer*
 Date: December 21, 2023

Subscribed and sworn before me this 21st day of

December, 2023

My Commission expires:

10/17/27

MONICA E. BANTA
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES OCT. 17, 2027

Monica Banta
 (Witnessed or attested by)

(Seal)

OWNERSHIP DISCLOSURE

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. Samara, 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: 5 Duryea Place, Nyack, NV 10960

DOB: 6/21/73

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF THE BOROUGH AUDITOR FOR THE PERIOD
JANUARY 1, 2024 TO DECEMBER 31, 2024**

**Resolution #2024-29
01/4/24**

WHEREAS, the Borough of Oceanport has a need to retain professional auditor services to prepare the Borough's 2023 annual financial statement, 2023 annual debt statement and any 2024 supplemental(s); perform the 2023 audit; assist in the preparation of the CY2024 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, 2024, as needed, review the Employee's Deferred Compensation Plan and review and preparation of an appropriate statement of the latest audit report provided by Lincoln Financial for the Borough's LOSAP plan pursuant with N.J.A.C. 5:30-14.49(h); and

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

WHEREAS, the Borough has determined that the value of the services will exceed \$17,500.00 and desires to make the appointment by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, **Suplee, Clooney & Company, 308 E. Broad St., Westfield, NJ 07090** has completed and submitted a Business Entity Disclosure Certification and Political Disclosure pursuant with **P.L. 2023, c.20**; and

WHEREAS, funds shall be available for the stated purpose in the 2024 municipal budget subject to adoption of the 2024 budget in accordance with the below Certification of Funds by the Chief Financial Officer,

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

1. **Suplee, Clooney & Company, 308 E. Broad St., Westfield, NJ 07090** is hereby appointed as Borough Auditor for CY2024.
2. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for an amount not to exceed **\$30,500.00** pursuant with the provided fee schedule for 2024.
3. Subject to the certification of funds by the CFO for the stated purpose.

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

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

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 2024 Budget

Catherine D. LaPorta, CFO

CONTRACT

THIS CONTRACT is made and entered into on this 21st day of December 2023, by and between the Borough of Oceanport, County of Monmouth, a municipal corporation of the State of New Jersey (hereafter referred to as the “Borough”) and Suplee, Clooney & Company, 308 E. Broad Street, Westfield, New Jersey 07090-2122.

WHEREAS, the Governing Body of the Borough of Oceanport requires the services of a municipal auditor for the audit year ended 2023;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereafter set forth, the parties hereto agree as follows:

1. The Borough hereby retains the services of Suplee, Clooney & Company to provide professional services as municipal auditor for the audit year ended 2023.

2. Suplee, Clooney & Company and the Borough 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 mandated and supplemented from time to time), and Suplee, Clooney & Company 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.

3. Suplee, Clooney & Company and the Borough hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (42 USC S121 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.

4. The scope of such services shall be in accordance with the terms and conditions contained in attached Proposal from Suplee, Clooney & Company, dated December 21, 2023.

5. In consideration of the aforesaid services, the Borough agrees to compensate Suplee, Clooney & Company a fee not to exceed \$30,465.00.

6. This Contract supersedes any and all prior oral or written negotiations and agreements with respect to this subject matter.

WHEREFORE, the parties have hereunto set their hands and seals the day and year first above written.

Borough of Oceanport

ATTEST:

By _____

SUPLEE, CLOONEY & COMPANY

By *V. H. E. Din*

WITNESS:

Maureen V. Farrell

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, of 308 East Broad Street, Westfield, NJ 07090,

(Vendor Name)

(Vendor Address, City, State, Zip)

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 2023* 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	Bryan Keeshen	Thomas Tvrdik
William Deerin	Michael O'Brien	Oceanport Republican Committee
Richard Gallo	Keith Salnick	Oceanport Democratic Committee

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.

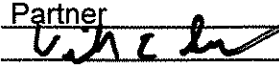
Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Robert W. Swisher	20 Randolph Road, Freehold, NJ 07728
Robert J. Butvilla	20 O'Hara Street, Edison, NJ 08837
John R. Swisher	25 Pasture Drive, Farmingdale, NJ 07727
William E. Swisher	135 Severin Court, Cranford, NJ 07016

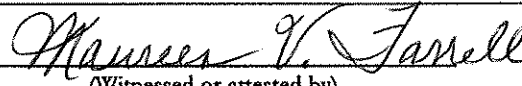
Part 3 – Signature and Attestation:

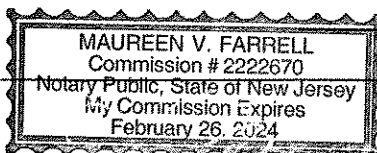
The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form. The undersigned is fully aware that if I have misrepresented in whole or 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
 Printed Name of Affiant: William E. Swisher
 Title: Partner
 Signature of Affiant: 
 Date: December 21, 2023

Subscribed and sworn before me this 21st day of
December, 2023

My Commission expires:


 (Witnessed or attested by)



(Seal)

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF BOND COUNSEL FOR THE PERIOD
JANUARY 1, 2024 TO DECEMBER 31, 2024**

**Resolution #2024-30
01/4/24**

WHEREAS, the Borough of Oceanport is a duly organized Municipal Corporation (hereinafter referred to as "Borough") having principal offices at 910 Oceanport Way, Oceanport, New Jersey 07757; and

WHEREAS, the Borough of Oceanport has need for legal services firm to serve as the Borough's Bond Counsel for 2024; and

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

WHEREAS, the Borough has determined that the value of the services will exceed \$17,500.00 and desires to make the appointment by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, Archer & Greiner, P.C., Riverview Plaza, 10 Highway 35, Red Bank, NJ 07701 has completed and submitted a Business Entity Disclosure Certification and Political Disclosure pursuant with P.L. 2023, c.20; and

WHEREAS, funds shall be available for the stated purpose in the 2024 municipal budget subject to adoption of the 2024 budget in accordance with the below Certification of Funds by the Chief Financial Officer,

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

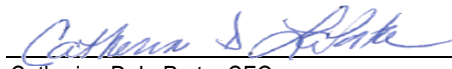
1. **Archer & Greiner, P.C., Riverview Plaza, 10 Highway 35, Red Bank, NJ 07701** be and is hereby appointed as Borough Auditor for CY2024.
2. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for an amount not to exceed **\$20,000.00** pursuant with the provided fee schedule for 2024.
3. Subject to the certification of funds by the CFO for the stated purpose.

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

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

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 2024 Budget.


Catherine D. LaPorta, CFO



John M. Cantalupo
jcantalupo@archerlaw.com

732-268-8009 Direct
732-345-8420 Direct Fax

Archer & Greiner, P.C.
10 Highway 35
Red Bank, NJ 07701-5902
732-268-8000 Main
732-345-8420 Fax
www.archerlaw.com

December 21, 2023

VIA EMAIL AND U.S. MAIL

Borough of Oceanport
Attn: Jeanne Smith
Borough Clerk
910 Oceanport Way
Oceanport, New Jersey 07757

Re: Borough of Oceanport
2024 Professional Services Agreement – Bond Counsel

Dear Ms. Smith:

Enclosed please find two (2) executed copies of our service agreement, which agreement incorporates Affirmative Action Language, as well as other supporting documents. I ask that you please return to me one (1) fully executed service agreement for our file within the preaddressed, postage paid envelope provided.

Please contact me should you require anything further.

It is truly our pleasure to be of service to the Borough of Englishtown.

Very truly yours,

JOHN M. CANTALUPO

Enclosures

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, P.C., of 1025 Laurel Oak Road, Voorhees, NJ 08043,
 (Vendor Name) (Vendor Address, City, State, Zip)

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 2023* 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	Bryan Keeshen	Thomas Tvrdik
William Deerin	Michael O'Brien	Oceanport Republican Committee
Richard Gallo	Keith Salnick	Oceanport Democratic Committee

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
N/A - No one Shareholder owns 10% more of stock.	

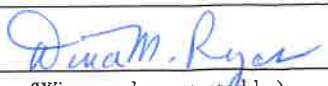
Part 3 – Signature and Attestation:

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. 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, P.C.
 Printed Name of Affiant: John M. Cantalupo, Esquire
 Title: Partner
 Signature of Affiant: 
 Date: 12/21/2023

Subscribed and sworn before me this 21st day of December, 2023.

My Commission expires DINA M. RYAN
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires July 11, 2026


 (Witnessed or attested by)

(Seal)

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-2022** to **15-JUL-2025**

ARCHER & GREINER, P.C.
1025 LAUREL OAK RD
VOORHEES NJ 08043



A handwritten signature in cursive script, reading "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 more information on this, call our Registration Hotline at (609) 982-1730.

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 282
TRENTON, NJ 08646-0252

TAXPAYER NAME:

ARCHER & GREINER, A PROFESSIONAL CORPORATION

TRADE NAME:

ADDRESS:

1 CENTENNIAL SQUARE
HADDONFIELD NJ 08033

SEQUENCE NUMBER:

0000793

EFFECTIVE DATE:

12/12/75

ISSUANCE DATE:

12/30/04

Director

FORM-BRC(08-01)

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

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

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ARCHER & GREINER, P.C.

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) N/A

Exemption from FATCA reporting code (if any) N/A

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1025 LAUREL OAK ROAD

6 City, state, and ZIP code

VOORHEES, NJ 08043

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

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 ►

by [Signature]

Date ► 1/4/2023

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.

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

THIS AGREEMENT, made as of this 1st day of January, 2024, 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 \$3,500, 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 \$450 for each single purpose ordinance and \$550 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 \$1,200.00 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 \$5,000 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, \$150 per hour for associate attorneys and \$175 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).

228206278 v1

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF BOROUGH ENGINEER FOR THE PERIOD
JANUARY 1, 2024 TO DECEMBER 31, 2024**

**Resolution #2024-31
01/4/24**

WHEREAS, the Borough of Oceanport is a duly organized Municipal Corporation (hereinafter referred to as "Borough") having principal offices at 910 Oceanport Way, Oceanport, New Jersey 07757; and

WHEREAS, the Borough of Oceanport has need for a professional engineering services firm to serve as the Borough's Engineer for 2024 and the Council desires to reappoint **Colliers Engineering & Design, 101 Crawfords Corner Road Suite 3400, Holmdel, New Jersey 07733**; and

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

WHEREAS, the Borough has determined that the value of the services will exceed \$17,500.00 and desires to make the appointment by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, Colliers Engineering & Design, Colliers Engineering & Design, 101 Crawfords Corner Road Suite 3400, Holmdel, New Jersey 07733 has completed and submitted a Business Entity Disclosure Certification and Political Disclosure pursuant with P.L. 2023, c.20; and

WHEREAS, funds shall be available for the stated purpose in the 2024 municipal budget subject to adoption of the 2024 budget in accordance with the below Certification of Funds by the Chief Financial Officer,

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

1. **Colliers Engineering & Design, 101 Crawfords Corner Road Suite 3400, Holmdel, New Jersey 07733** be and is hereby appointed as Borough Engineer for CY2024.
2. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for an amount not to exceed \$75,000.00 pursuant with the provided fee schedule for 2024.
3. Subject to the certification of funds by the CFO for the stated purpose.

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

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

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 2024 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 Colliers Engineering & Design, Inc. dba Maser, of 101 Crawford's Corner Rd, Suite 3400, Holmdel, NJ 07733,
 (Vendor Name) Consulting (Vendor Address, City, State, Zip)
 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 2023 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	Bryan Keeshen	Thomas Tvrdik
William Deerin	Michael O'Brien	Oceanport Republican Committee
Richard Gallo	Keith Salnick	Oceanport Democratic Committee

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
The Colliers Group, Inc.	666 Fifth Avenue, NY NY 10103

Part 3 – Signature and Attestation:

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. 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: Colliers Engineering & Design, Inc. dba Maser Consulting
 Printed Name of Affiant: Tereza Mirkovic
 Title: Regulatory Affairs Specialist
 Signature of Affiant: Tereza Mirkovic
 Date: December 21, 2023

Subscribed and sworn before me this 26th day of December, 2023

LISA A. GAROFANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 4, 2026

(Witnessed or attested by)

My Commission expires:

(Seal)

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made as of January _____, 2024.

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 Colliers Engineering & Design, Inc. (dba Maser Consulting), 101 Crawfords Corner Road, Suite 4300, Holmdel, 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, Colliers Engineering & Design.

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 a \$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, 2024 to December 31, 2024.

Either the Borough of Oceanport or William H.R. White, III, P.E., P.P., C.M.E., of the firm of Colliers Engineering & Design, Inc. (dba Maser Consulting), 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 Colliers Engineering & Design.

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 outlined in the 2023 Professional Services Contract will be compensated at the monthly lump sum fee of \$6,000.00 for the aforementioned period of service. 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

- 1) 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.

2) 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:

- 1) All charges shall be limited in strict accordance with N.J.S.A. 40:55D-53.2, et seq.
- 2) 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.
- 3) The Engineer shall send an informational copy of all vouchers submitted to the Chief Financial Officer and simultaneously to the applicant.
- 4) 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.
- 5) 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:

- 1) Proof of Federal Affirmative Action Plan Approval.
 - a. The New Jersey State Certificate of Approval from the Department of Treasury.
 - b. 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. Billings will be in accordance with the 2023 professional services contract and associated conditions. Any work beyond General Engineering Services will require prior authorization from the Borough Council at an additional fee.

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 _____ 2024.

ATTEST:

MUNICIPALITY
BOROUGH OF OCEANPORT

JEANNE SMITH
BOROUGH CLERK

THOMAS J. TVRDIK
MAYOR

WITNESS:

ENGINEER:

WILLIAM H.R. WHITE III, P.E., P.P., C.M.E.
Colliers Engineering & Design, Inc.
(dba Maser Consulting)
101 Crawfords Corner Road, Suite 4300
Holmdel, NJ 07733

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF BOROUGH PLANNER FOR THE PERIOD
JANUARY 1, 2024 TO DECEMBER 31, 2024**

**Resolution #2024-32
01/4/24**

WHEREAS, the Borough of Oceanport is a duly organized Municipal Corporation (hereinafter referred to as "Borough") having principal offices at 910 Oceanport Way, Oceanport, New Jersey 07757; and

WHEREAS, the Borough of Oceanport has need for a professional planner services firm to serve as the Borough's Planner for 2024 and the Council desires to reappoint **Kendra Lelie of Kyle + McManus, 2 East Broad Street, 2nd Floor, PO Box 236, Hopewell, NJ 08525**; and

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

WHEREAS, the Borough has determined that the value of the services will exceed \$17,500.00 and desires to make the appointment by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, **Kendra Lelie of Kyle + McManus, 2 East Broad Street, 2nd Floor, PO Box 236, Hopewell, NJ 08525** has completed and submitted a Business Entity Disclosure Certification and Political Disclosure pursuant with **P.L. 2023, c.20**; and

WHEREAS, funds shall be available for the stated purpose in the 2024 municipal budget subject to adoption of the 2024 budget in accordance with the below Certification of Funds by the Chief Financial Officer,

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

1. **Kendra Lelie of Kyle + McManus, 2 East Broad Street, 2nd Floor, PO Box 236, Hopewell, NJ 08525** be and is hereby appointed as Borough Planner for CY2024.
2. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for an amount not to exceed \$25,000.00 pursuant with the provided fee schedule for 2024.
3. Subject to the certification of funds by the CFO for the stated purpose.

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

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

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 #01-201-21-180-204 and Account #01-201-21-181-205 pending adoption of the CY 2024 Budget


Catherine D. LaPorta, CFO

**CONTRACT FOR PROFESSIONAL PLANNING SERVICES
AS MUNICIPAL PLANNER (ANNUAL CONTRACT)
FOR THE BOROUGH OF OCEANPORT , MONMOUTH COUNTY, NEW JERSEY**

THIS AGREEMENT is made as of this ____ day of _____, _____

BETWEEN:

Oceanport Borough
910 Oceanport Way
PO Box 370
Oceanport, NJ 07757

hereinafter referred to as CLIENT

AND

Kyle + McManus Associates, LLC
2 East Broad Street, 2nd Floor
PO Box 236
Hopewell, NJ 08525

who shall be the Borough's MUNICIPAL PLANNER hereinafter referred to as PLANNER.

WHEREAS, the CLIENT desires to engage the PLANNER to serve as the Borough's Municipal Planner for the purpose of rendering planning services when the need arises and upon the request of the Borough; and

WHEREAS, by entering into this CONTRACT, the CLIENT acknowledges that the services to be performed by the PLANNER shall be considered a "Professional Service" in accordance with N.J.S.A. 40A:11-1 et. seq.; and

WHEREAS, **Kendra Lelie**, PP, AICP, of Kyle + McManus Associates, LLC shall be designated as the Municipal Planner on behalf of the CLIENT; and

WHEREAS, PLANNER certifies that it is in compliance with Pay-to-Play Laws, P.L.2004, c.19 and P.L.2005, c.271, including any applicable local ordinance(s) addressing political contributions, effective as of the date of this agreement.

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

SECTION I -- PROFESSIONAL SERVICES OF THE PLANNER

The PLANNER shall provide basic professional planning services as required by CLIENT which may include the following:

1. Serve as Municipal consultant to the CLIENT;
2. Provide technical and planning advice to the CLIENT;

3. Review the applications, reports, and plans submitted by others to the CLIENT;
4. Consult with others and the CLIENT with respect to the foregoing matters, and all other planning matters, related to the duties and responsibilities of the CLIENT;
5. Furnish pertinent reports, counseling, and advice to the CLIENT as required;
6. Serve as Municipal planning consultant to the Governing Body and other municipal officials, boards, commissions and bodies of the CLIENT.
7. Review and/or prepare Master Plans and development ordinances as requested by the CLIENT.
8. Provide professional planning and zoning studies, reports and testimony as requested by the CLIENT.
9. Perform such other duties and functions as may be requested by the CLIENT; and
10. Attend meetings of the CLIENT as directed.

SECTION II -- CLIENT'S RESPONSIBILITIES

The CLIENT agrees to:

1. Make such records and information available to the PLANNER as may be required to assist him in the performance of his duties.
2. Authorize and direct committees, employees, and agents of the CLIENT to consult with the PLANNER at all reasonable times upon the request of the PLANNER regarding:
 - A. The work and services to be done or rendered by the PLANNER and/or others in the employ of the CLIENT;
 - B. The applications, plans, and reports to be reviewed by the PLANNER, submitted by others to the CLIENT;
 - C. The coordination of PLANNER'S professional services for any project or application; and,
 - D. Any and all other matters, as requested by the PLANNER, relating to the work and services of the PLANNER.
3. Submit to the PLANNER all relevant applications, plans, and reports prepared by others within such time to allow PLANNER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the PLANNER causing a delay in the progress of the work.
4. Authorize the PLANNER to undertake additional services related to special projects ("Additional Services") if deemed necessary. Such authorization shall be by resolution of the CLIENT and

memorialized in writing between the parties prior to commencement of said services. The PLANNER shall be compensated for Additional Services in accordance with the negotiated fee agreed to between CLIENT and PLANNER, which shall be memorialized in the resolution authorizing the Additional Services.

SECTION III -- COMPENSATION OF THE PLANNER

1. For the services rendered by the PLANNER under this Agreement, the CLIENT shall pay and the PLANNER shall receive the following described sums:

- A. Professional Services:

For all professional services provided pursuant to Section I of this Agreement, the PLANNER shall be compensated at a rate consistent with Exhibit B. On any task for which the PLANNER is to be compensated from an escrow account for review and/or inspection services, CLIENT shall cooperate with the PLANNER and communicate the escrow account status throughout the extent of the application process or construction to assist PLANNER in ensuring that there are adequate funds for the services requested. At any time an escrow account is less than \$1,500, CLIENT shall provide immediate notice to PLANNER so that PLANNER can assess the prospective services requested and compare same to the escrow account balance prior to any further performance. All other work performed by staff other than the PLANNER will be billed in accordance with the Rate Schedule attached as Exhibit B.

- B. Additional Services:

For the additional services performed under Section II of this Agreement, the PLANNER shall be compensated in accordance with the negotiated fee as set forth in writing between the parties.

- C. Attendance at Meetings:

The PLANNER shall attend scheduled workshop and public meetings of the CLIENT as requested. The PLANNER shall be compensated for said meetings at a consistent with Exhibit B. PLANNER shall be compensated for a minimum of two (2) hours of time for each meeting.

- D. Travel Expenses

The PLANNER shall not charge for travel time or mileage for regularly scheduled public Planning Board or Zoning Board of Adjustment meetings. Travel and mileage for all other meetings shall be paid consistent with Exhibit B.

E. Additional Expenses:

Expenses for postage and production of documents (including photo copies and color and/or other exhibits) and all other expenses specifically related to the work performed under this Agreement shall be reimbursed to the PLANNER in accordance Exhibit B.

2. Vouchers or invoices shall be issued monthly for services performed. Such billings shall be due when rendered. In the event CLIENT or a Developer/Applicant has a dispute with an invoice (or any portion of an invoice), CLIENT or Developer/Applicant shall nevertheless pay all undisputed invoices, or undisputed portions thereof, no later than 60 days from the date of the invoice. PLANNER agrees 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.
3. In the event CLIENT requires PLANNER'S services beyond the termination date specified in SECTION V, PLANNER'S Schedule of Rates shall be subject to an equitable adjustment in January to reflect changes in the various elements that comprise the rates. All adjustments will be in pursuant to an agreement reached between the CLIENT and the PLANNER reduced to writing and deemed a modification of this Agreement.

SECTION IV -- PERIOD OF SERVICE

1. This Agreement shall have an effective commencement date of January 1, 2024 and shall terminate on December 31, 2024. Should the PLANNER'S services be required beyond that time, the PLANNER'S compensation for such work shall be subject to renegotiation, provided however, compensation shall not be lower than the rate provided in this agreement.

SECTION V -- STATUS OF PLANNER

1. To the extent permitted by law, the PLANNER, when engaged in the performance of duties and services as Borough Municipal PLANNER set forth herein (including specifically in Section I hereof), shall, only in the event of litigation, have the status of an agent of the Municipality for the sole and limited purposes of Title 59 Immunity (P.L.1972, c.45) allowing PLANNER to therefore be entitled to all immunities normally afforded to a MUNICIPAL employee or agent under Title 59.
2. The CLIENT, subject to appropriation and availability of funds, authorizes the PLANNER 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 employees of Kyle + McManus Associates.
3. The professional, technical and non-technical staff referred to in subpart 2 hereof, when they are engaged on behalf of the CLIENT in the performance of the duties and services referred to in Section I

hereof, shall be afforded Title 59 Immunity, to the extent permitted by law, as set forth in subpart 1, hereof.

SECTION VI -- OWNERSHIP AND REUSE OF DOCUMENTS

1. All final plans and specifications, ordered by the CLIENT and prepared by the PLANNER shall become the joint property of the CLIENT and the PLANNER. At the completion of work or in the event of termination, all work sheets and internal office communications of the PLANNER, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the PLANNER, as instruments of service. The CLIENT, at its expense, may obtain extra prints of final drawings and specifications.
2. All documents including drawings and specifications prepared by the PLANNER 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 PLANNER for the specific purpose intended will be at the CLIENT's sole risk, with no liability or exposure to PLANNER; and the CLIENT shall indemnify and hold harmless PLANNER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such unauthorized use. Any such verification or adaptation will entitle PLANNER to further compensation at rates to be agreed upon by the CLIENT and PLANNER.

SECTION VII -- INSURANCE AND INDEMNIFICATION

1. PLANNER shall secure and maintain Workman's Compensation Insurance (as required by Law) and General Liability Insurance (as required by contract) to protect the PLANNER 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 proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$2,000,000 excess liability coverage. The PLANNER shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.
2. PLANNER shall also provide and maintain Professional Liability (Errors and Omissions) Insurance for claims which arise from any negligent performance of the PLANNER pursuant to this agreement. The limits of PLANNER'S Professional Liability insurance are currently \$1,000,000 per claim.
3. The CLIENT acknowledges that although the PLANNER is to cooperate with and make recommendations to the CLIENT with respect to planning matters related to the services provided by PLANNER, the final decisions are within the CLIENT's discretion and are to be made by the CLIENT.
4. The PLANNER 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 PLANNER, or (ii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the PLANNER. In such event, the CLIENT hereby releases the PLANNER from any and all liability and waives

any and all claims against the PLANNER arising out of or relating to any such decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the PLANNER against loss, liability, claim, damage, and expense, including reasonable counsel fees, arising out of or relating to any such decisions or the consequences thereof.

5. PLANNER agrees subject to the provisions herein, to 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 PLANNER's negligent acts, errors or omissions (and those of his or her contractors, subcontractors or consultants or anyone for whom the PLANNER is legally liable) in the performance of professional services under this Agreement.
6. The CLIENT agrees subject to the provisions herein, to indemnify and hold PLANNER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions.

SECTION VIII -- LITIGATION AND ADDITIONAL INVESTIGATION

1. If requested by the client or directed by subpoena or court order, or in response to an Open Public Records Act ("OPRA") request, the PLANNER shall prepare for AND appear in litigation matters or provide project documents on behalf of the CLIENT or make investigations or reports in connection therewith in accordance with Exhibit B, specifically the Public Client Litigation Rate Schedule, or other consideration for such additional compensation as the PLANNER and CLIENT shall previously agree to in writing.

SECTION IX -- ENTIRE AGREEMENT

1. This Agreement represents the entire agreement between the CLIENT and the PLANNER 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.
2. 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.

SECTION X -- STATUTORILY REQUIRED AFFIRMATIVE ACTION CLAUSES

1. The PLANNER and the CLIENT hereby incorporate by reference into this Agreement 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 and N.J.S.A. 10:5-31, as amended and supplemented from time to time, and PLANNER 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.

SECTION XI -- AMERICANS WITH DISABILITIES ACT

1. The PLANNER 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.

SECTION XII -- CONTROLLING LAW

1. The laws of the State of New Jersey shall govern this Agreement.

SECTION XIII -- SUCCESSORS AND ASSIGNS

1. 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.

SECTION XIV - SEVERABILITY

1. 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.

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

WITNESS 

BY: _____ BY: _____
[Municipal Witness] [Municipal Signature]
Municipal Official

WITNESS KYLE MCMANUS ASSOCIATES, LLC

BY: _____ BY: _____
[Kyle + McManus Associates, LLC Witness] Elizabeth McManus, PP, AICP, LEED AP
Principal

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting 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 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 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 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**2024 PUBLIC CLIENT RATE SCHEDULE**

Principal Planner \$147/hour
 Senior Associate Planner \$145/hour
 Associate Planner \$135/hour
 Senior Project Manager Planner \$130/hour
 Project Manager Planner \$125/hour
 Assistant Planner \$95/hour
 GIS Technician \$85/hour
 Assistant Professional \$80/hour
 Administrative Assistant \$65/hour

Outside (pass-thru) Services Cost +10%
 Postage, Federal Express, UPS, DHL Cost
 Paper Black/White Copy/Prints (8.5"x11") \$0.10/Sheet
 Paper Black/White Copy/Prints (11"x17") \$0.20/Sheet
 Paper Color Copy/Prints (8.5"x11") \$0.50/Sheet
 Paper Color Copy/Prints (11"x17") \$2.50/Sheet
 Large format Color Copy/Prints (24"x36") \$40/Sheet
 Travel For Regularly Scheduled Meetings No Charge
 Travel For All Other Meetings and Other Municipal Business At Rates Noted Above

2024 PUBLIC CLIENT LITIGATION RATE SCHEDULE

Principal Planner \$195/hour
 Senior Associate Planner \$195/hour
 Associate Planner \$180/hour
 Senior Project Manager Planner \$175/hour
 Project Manager Planner \$170/hour
 Assistant Planner \$140/hour
 GIS Technician \$130/hour
 Assistant Professional \$80/hour
 Administrative Assistant \$65/hour

Outside (pass-thru) Services Cost +10%
 Postage, Federal Express, UPS, DHL Cost
 Paper Black/White Copy/Prints (8.5"x11") \$0.10/Sheet
 Paper Black/White Copy/Prints (11"x17") \$0.20/Sheet
 Paper Color Copy/Prints (8.5"x11") \$0.50/Sheet
 Paper Color Copy/Prints (11"x17") \$2.50/Sheet
 Large format Color Copy/Prints (24"x36") \$40/Sheet
 Travel For Regularly Scheduled Meetings No Charge
 Travel For All Other Meetings and Other Municipal Business At Rates Noted Above

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
 Kyle McManus Associates, LLC, of 2 East Broad Street, 2nd floor, Hopewell, NJ 08525

(Vendor Name)

(Vendor Address, City, State, Zip)

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 2023* 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	Bryan Keeshen	Thomas Tvrdik
William Deerin	Michael O'Brien	Oceanport Republican Committee
Richard Gallo	Keith Salnick	Oceanport Democratic Committee

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.

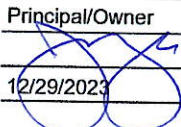
Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
James Kyle	10 Moores Mill Mount Rose Road Pennington, NJ 08534
Elizabeth McManus	70 Mountainview Road, Ewing, NJ 08628

Part 3 – Signature and Attestation:

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. 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: Kyle McManus Associates, LLC
 Printed Name of Affiant: James Kyle
 Title: Principal/Owner
 Signature of Affiant: 
 Date: 12/29/2023

Subscribed and sworn before me this 29 day of Dec., 2023.

My Commission expires:

(Witnessed or attested by)

(Seal)

GRAIG P. CORVELEYN ESQ
 ATTORNEY AT LAW - STATE OF NEW JERSEY
 ATTORNEY ID NO. 03191-2004
 MY COMMISSION DOES NOT EXPIRE

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A NON-FAIR AND OPEN CONTRACT FOR LEGAL SERVICES BETWEEN
MCMANIMON, SCOTLAND & BAUMANN, LLC AND THE BOROUGH OF OCEANPORT**

**Resolution #2024-33
01/4/24**

WHEREAS, the Borough of Oceanport is a duly organized Municipal Corporation (hereinafter referred to as "Borough") having principal offices at 910 Oceanport Way, Oceanport, New Jersey 07757; and

WHEREAS, the Borough of Oceanport has need for professional legal services related to redevelopment to serve as the Borough's Special Counsel for Redevelopment for 2024 and the Council desires to reappoint **McManimon, Scotland & Baumann, LLC, 75 Livingston Ave, 2nd floor, Roseland, NJ 07068**; and

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

WHEREAS, the Borough has determined that the value of the services will exceed \$17,500.00 and desires to make the appointment by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, **McManimon, Scotland & Baumann, LLC, 75 Livingston Ave, 2nd floor, Roseland, NJ 07068** has completed and submitted a Business Entity Disclosure Certification and Political Disclosure pursuant with **P.L. 2023, c.20**; and

WHEREAS, funds shall be available for the stated purpose in the 2024 municipal budget subject to adoption of the 2024 budget in accordance with the below Certification of Funds by the Chief Financial Officer,

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

1. **McManimon, Scotland & Baumann, LLC, 75 Livingston Ave, 2nd floor, Roseland, NJ 07068** be and is hereby appointed as Special Counsel for Redevelopment for CY2024.
2. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for an amount not to exceed **\$20,000.00** pursuant with the provided fee schedule for 2024.
3. Subject to the certification of funds by the CFO for the stated purpose.

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

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

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 2024 Budget


Catherine D. LaPorta, CFO

A G R E E M E N T

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 S121 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 McManimon, Scotland & Baumann, LLC, its subsidiaries, assigns or principals controlling in excess of 10% of the company has 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. 2021, c. 30, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any candidate committee of any person serving in an elective public office of that municipality/county 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 _____



McMANIMON • SCOTLAND • BAUMANN

75 Livingston Avenue, Roseland, NJ 07068 (973) 622-1800

RECEIVED

DEC 28 2023

Borough of Oceanport

December 27, 2023

Jeanne Smith, RMC
Borough Clerk
Planning/Zoning Board Secretary
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 the firm's proposed Agreement for Professional Services By and Between the Borough of Oceanport and McManimon, Scotland & Baumann, LLC. Please have one copy executed and returned to me for our file.

Also enclosed are the following documents for your files:

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. Statement of Ownership Disclosure;
7. Certificates of Insurance;
8. Disclosure of Investment Activities in Iran;
9. Short Form Standing; and
10. Form W-9.

We appreciate your continued confidence in our firm and look forward to serving the Borough in 2024.

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

Very truly yours,

Matthew D. Jessup

Enclosures

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: 12/27/23

SIGNATURE: Matthew

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-2021 to 15-NOV-2024

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



A handwritten signature in black ink, reading "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 26, 2022

For Office Use Only:

20220126102617447

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 the **McManimon, Scotland & Baumann, LLC** of **75 Livingston Avenue, Roseland, NJ 07098** 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. 2023, c. 30 would bar the award of this contract in the one year period preceding January 1, 2024 (*date of award scheduled for approval of the contract by the governing body*) to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

John F. Coffey	
William Deerin	
Richard Gallo	
Bryan Keeshen	
Michael O'Brien	
Keith Salnick	
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:

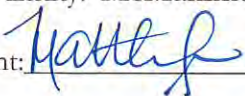
☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☒ Limited Liability Company

Name of Stock or Shareholder	Address
Joseph P. Baumann, Jr.	26 Samuel Way, Chatham, NJ 07928
Matthew D. Jessup	150 North Cottage Place, Westfield, NJ 07090
William W. Northgrave	97 West 36 th Street, Bayonne, NJ 07002

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: 12/27/23

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:	McManimon, Scotland & Baumann, LLC		
Address:	75 Livingston Avenue		
City:	Roseland	State:	NJ Zip: 07068

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

MATTHEW D. JESSUP
Printed Name

____MEMBER____
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 \$200 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)

Date	Payee	Amount	Allocated to
5/12/2023	Steven Fulop for Governor	\$ 4,900.00	Joseph P. Baumann, Jr.
5/12/2023	Steven Fulop for Governor	\$ 1,000.00	Leah Kaufman
5/12/2023	Steven Fulop for Governor	\$ 700.00	Andrea Dobin
5/12/2023	Steven Fulop for Governor	\$ 1,000.00	Kevin P. McManimon
5/12/2023	Steven Fulop for Governor	\$ 700.00	Jennifer L. Credidio
5/12/2023	Steven Fulop for Governor	\$ 1,000.00	John V. Cavaliere
5/12/2023	Steven Fulop for Governor	\$ 2,000.00	Jeffrey A. Sherry
5/12/2023	Steven Fulop for Governor	\$ 700.00	Bakari G. Lee
5/12/2023	Steven Fulop for Governor	\$ 2,000.00	Anthony Sodono
5/12/2023	Steven Fulop for Governor	\$ 1,000.00	Christopher B. Langhart
12/8/2022	Gopal for Senate	\$ 500.00	Christopher B. Langhart
12/8/2022	Gopal for Senate	\$ 500.00	Jeffrey A. Sherry
7/26/2023	Gopal for Senate	\$ 1,000.00	Matthew D. Jessup
7/26/2023	Gopal for Senate	\$ 1,000.00	Joseph P. Baumann, Jr.
7/26/2023	Gopal for Senate	\$ 1,000.00	Anthony Sodono
7/26/2023	Gopal for Senate	\$ 1,000.00	Jeffrey A. Sherry
7/26/2023	Gopal for Senate	\$ 1,000.00	Andrea Dobin
7/7/2023	Steven Fulop for Governor	\$ 500.00	Matthew D. Jessup
7/7/2023	Steven Fulop for Governor	\$ 500.00	Jeffrey A. Sherry
7/26/2023	Gopal for Senate	\$ 200.00	Leah Kaufman
7/26/2023	Gopal for Senate	\$ 1,000.00	Matthew D. Jessup
7/26/2023	Gopal for Senate	\$ 1,000.00	Joseph P. Baumann, Jr.
7/26/2023	Gopal for Senate	\$ 1,000.00	Anthony Sodono
7/26/2023	Gopal for Senate	\$ 1,000.00	Jeffrey A. Sherry
7/26/2023	Gopal for Senate	\$ 1,000.00	Andrea Dobin
10/20/2023	Gopal for Senate	\$ 1,000.00	William W. Northgrave
10/20/2023	Gopal for Senate	\$ 500.00	Leah Kaufman
10/20/2023	Gopal for Senate	\$ 500.00	Kevin P. McManimon
10/31/2023	Gopal for Senate	\$ 500.00	Christopher B. Langhart

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
Joseph P. Baumann, Jr.	26 Samuel Way Chatham, NJ 07928
William W. Northgrave	97 West 36th Street Bayonne, NJ 07002
Matthew D. Jessup	150 North Cottage Place Westfield, NJ 07090

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.**

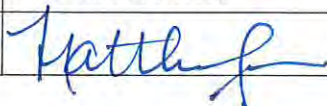
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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 of Oceanport 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 of Oceanport to notify the Borough of Oceanport 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 of Oceanport to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Matthew D. Jessup	Title:	Member
Signature:		Date:	12/27/23



MCMASCO-01

J1RKULL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2023

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 Jamison, LLC 20 Commerce Drive, Suite 200 Cranford, NJ 07016	CONTACT NAME: Charles J. Caruso PHONE (A/C, No, Ext): (973) 669-2311 FAX (A/C, No): E-MAIL ADDRESS: charles.caruso@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED McManimon, Scotland & Baumann, LLC 75 Livingston Avenue 2nd Floor Roseland, NJ 07068	INSURER A : Columbia Casualty Company	NAIC # 31127
	INSURER B : Indian Harbor Insurance Company	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 INSD	SUBR 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 ☐ PROJECT ☐ 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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ 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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	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	10/15/2023	10/15/2024	*See Limits Below
B	Lawyers Prof Liab			LPN9039737 04	10/15/2023	10/15/2024	**See Limits Below

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

*\$6,000,000/\$12,000,000 part of \$20,000,000/\$40,000,000

**\$5,000,000/\$10,000,000 part of \$20,000,000/\$40,000,000

See attached "Additional Remarks Schedule" for additional insurers.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE

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 2nd Floor Roseland, NJ 07068	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: **ACORD 25** FORM TITLE: *Certificate of Liability Insurance*

Additional Insurers:

Endurance American Specialty Insurance Company
 Policy No.: LPY30026073601
 Limits: \$5,000,000/\$10,000,000 part of \$20,000,000/\$40,000,000
 NAIC #10641

Bridgeway Insurance Company
 Policy No: 7GA7PL0001763-00
 Limits: \$4,000,000/\$8,000,000 part of \$20,000,000/\$40,000,000
 NAIC #12489



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/03/2023

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: Deana Kotsianas PHONE (A/C, No, Ext): (732) 574-8000 FAX (A/C, No): (732) 574-8001 E-MAIL ADDRESS: Deana.Kotsianas@assuredpartners.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great Northern Insurance Co.	
		INSURER B: Chubb Insurance Co. of NJ	
		INSURER C: Federal Insurance Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2310345602 **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 ☐ PRO-JECT ☐ LOC OTHER:			35907942	10/15/2023	10/15/2024	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 \$ Included \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			73563735	10/15/2023	10/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 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	10/15/2023	10/15/2024	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	10/15/2023	10/15/2024	☒ 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)

Certificate is Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

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

SSTANLEY

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/31/2023

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 Acrisure, LLC dba The Dittmar Agency 960 Holmdel Road Building 1 Suite C Holmdel, NJ 07733	CONTACT NAME: Sheryl Stanley PHONE (A/C, No, Ext): (732) 462-2343 FAX (A/C, No): (732) 780-8414 E-MAIL ADDRESS: shstanley@dittmarinsurance.com														
INSURED McManimon, Scotland & Baumann, LLC 75 Livingston Avenue Roseland, NJ 07068	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Arch Specialty Insurance Company</td> <td>21199</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></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(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Specialty Insurance Company	21199	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
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 INSD	SUBR 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	Cyber Liability			C-4MQ8-327204-CYBER-2023	6/6/2023	6/6/2024	Policy Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 \$5,000,000 policy aggregate indemnity & expense
 \$25,000 per claim retention
 Full prior acts

Each of the following coverages included subject to policy aggregate / retention above unless otherwise indicated below.

A. NETWORK AND INFORMATION SECURITY LIABILITY \$5,000,000 / \$25,000
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance 75 Livingston Avenue 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
--	--



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Acrisure, LLC dba The Dittmar Agency		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**

Description of Operations/Locations/Vehicles:

B. REGULATORY DEFENSE AND PENALTIES \$5,000,000 / \$25,000
 C. MULTIMEDIA CONTENT LIABILITY \$5,000,000 / \$25,000
 D. PCI FINES AND ASSESSMENTS \$5,000,000 / \$25,000
 E. BREACH RESPONSE \$5,000,000 / \$25,000
 F. CRISIS MANAGEMENT AND PUBLIC RELATIONS \$5,000,000 / \$25,000
 G. CYBER EXTORTION \$5,000,000 / \$25,000
 H. BUSINESS INTERRUPTION AND EXTRA EXPENSES \$5,000,000 / \$25,000
 i. Waiting period: 8 hours
 ii. Enhanced waiting period: 8 hours
 I. DIGITAL ASSET RESTORATION \$5,000,000 / \$25,000
 FUNDS TRANSFER FRAUD \$250,000 sublimit / \$25,000

BREACH RESPONSE SEPARATE LIMIT \$5,000,000 \$25,000

Limit is separate from and in addition to the Aggregate Policy Limit of Liability

CR. COMPUTER REPLACEMENT ENDORSEMENT \$5,000,000 / \$25,000

SF. SERVICE FRAUD \$250,000 / \$25,000

RHL. REPUTATIONAL HARM LOSS \$5,000,000 Waiting period: 14 days

REPUTATION REPAIR1 \$5,000,000 / \$25,000

Pre-Claim Assistance \$5,000 Pre-claim assistance is a benefit included as part of the premium. See Section V, CLAIMS PROCESS, PRECLAIM ASSISTANCE of the Policy for more details.

Quota Share of \$5M total policy limit:

Arch Specialty Insurance Company 30% \$1,500,000

Fortegra Specialty Insurance Company 30% \$1,500,000

Ascot Specialty Insurance Company 20% \$1,000,000

Allianz Underwriters Insurance Company 20% \$1,000,000

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: Redevelopment Attorney

VENDOR NAME: McManimon, Scotland & Baumann, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey 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 <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. 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



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



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 New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, 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 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 may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

12/27/23

Date

Matthew D. Jessup, Member

Print Name and Title

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

MCMANIMON, SCOTLAND & BAUMANN, LLC
0600036776

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on March 13, 1997.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

JOHN V. CAVALIERE
75 LIVINGSTON AVENUE
2ND FLOOR
ROSELAND, NJ 07068



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
3rd day of January, 2023*

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 6138996059

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
☐ Individual/sole proprietor or single-member LLC	☐ C Corporation
☐ S Corporation	☐ Partnership
☒ 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) ►	
5 Address (number, street, and apt. or suite no.) See instructions. 75 Livingston Avenue, Second Floor	Requester's name and address (optional)
6 City, state, and ZIP code Roseland, New Jersey 07068	
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									

Part II Certification

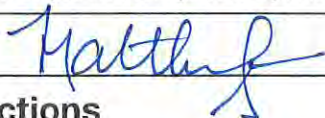
Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ►



Date ► **12/27/23**

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 SPECIAL AFFORDABLE HOUSING COUNSEL AND AWARD OF A NON-FAIR AND
OPEN CONTRACT BETWEEN PASHMAN STEIN, P.C. AND THE BOROUGH OF OCEANPORT FOR THE
PERIOD JANUARY 1, 2024 TO DECEMBER 31, 2024**

**Resolution #2024-34
01/4/24**

WHEREAS, the Borough of Oceanport has need for a professional legal services to serve as the Borough's Special Counsel for Affordable Housing for 2024 and the Council desires to reappoint **Andrew Bayer, Esq. of the firm Pashman Stein PC, 28 Leroy Place, Red Bank, NJ 07701** as Borough Special Counsel for Affordable Housing ; and

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

WHEREAS, the Borough has determined that the value of the services will exceed \$17,500.00 and desires to make the appointment by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, **Andrew Bayer, Esq. of the firm Pashman Stein PC, 28 Leroy Place, Red Bank, NJ 07701** has completed and submitted a Business Entity Disclosure Certification and Political Disclosure pursuant with **P.L. 2023, c.20**; and

WHEREAS, funds shall be available for the stated purpose in the 2024 municipal budget subject to adoption of the 2024 budget in accordance with the below Certification of Funds by the Chief Financial Officer,

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

1. **Andrew Bayer, Esq. of the firm Pashman Stein PC, 28 Leroy Place, Red Bank, NJ 07701** be and is hereby appointed as Special Counsel for Affordable Housing for CY2024.
2. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport for an amount not to exceed \$25,000.00 pursuant with the provided fee schedule for 2024.
3. Subject to the certification of funds by the CFO for the stated purpose.

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

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

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 2024 Budget.


Catherine D. LaPorta, CFO

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this ____ day of _____, 2024 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, 2024, 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 \$195 per hour for Attorneys and \$95 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, 2024 through December 31, 2024.

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:

Thomas Tvrdik, Mayor

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

**Resolution #2024-35
01/4/24**

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

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

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

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

WHEREAS, pursuant with N.J.S.A. 40A:11-3(a)(b), the Borough desires to enter into a two (2) year contract with the CGP&H to serve as its Administrative Agent and administer its affordable housing program for the period January 1, 2024 through December 31, 2025; and

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

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

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

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

3. That the contract shall also provide for an open-ended contract for services performed in regards to affordable housing services contingent upon the availability of funds in the Affordable Housing Trust Fund not to exceed \$10,300 for CY2024 and not to exceed \$10,300 for CY2025. Funds will be certified and encumbered by individual purchase order prior to each request for service pursuant with N.J.A.C. 5:30-5.5

PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

WITNESS:

BOROUGH OF OCEANPORT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

WITNESS:

CGP&H, LLC

NAME: _____

NAME: Randall Gottesman, PP

TITLE: _____

TITLE: President

DATE: _____

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

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

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

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

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

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

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

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

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

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

This may include, but is not limited to:

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

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

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

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

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

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

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

AFFORDABILITY ASSISTANCE PROGRAM SERVICES

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

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

ACCESSORY APARTMENT PROGRAM SERVICES

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

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

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

Housing Rehabilitation Program Administration Services

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

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

Housing Rehabilitation Program Case Management

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

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

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

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

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

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

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

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

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

Exclusions:

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

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

SCHEDULE B

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

COMPANY CGP&H, LLC

SIGNATURE _____

TITLE PRESIDENT

DATE _____

**RESOLUTION OF THE BOROUGH OF OCEANPORT
BOROUGH OFFICIALS FOR 2024**

**Resolution #2024-36
01/4/24**

BE IT RESOLVED that the following officials are serving for CY2024:

Borough Administrator	Donna M. Phelps	
Borough Clerk	Jeanne Smith	Tenured
Chief Financial Officer	Catherine LaPorta	Tenured
Code Enforcement Officer	Timothy P. Griffin	
Construction Official, Acting	Django Wiegiers	
Court Administrator	Carol Smith	
DPW Superintendent	Steven Briskey	
Fire Official/Marshal	Timothy P. Griffin	(2yr term expiring 12/31/2024)
Flood Plain Manager	William White	
Health Insurance Fund Commissioner	Jeanne Smith	
Health Insurance Fund Commissioner (Alternate)	Donna M. Phelps	
Housing Inspector	Timothy P. Griffin	
IT Coordinator	Jeanne Smith	
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 12/31/2025)
Public Defender	Kevin Moriarty	
Purchasing Agent	Catherine D. LaPorta	
Recycling Coordinator	Donna M. Phelps	
Registrar, Vital Statistics	Jason Sutton	(3yr term expiring 12/31/2024)
Registrar, Deputy	Catherine D. LaPorta	
Right to Know Coordinator	Jeanne Smith	
Safety Coordinator	Donna M. Phelps	
Searcher of Tax Liens	Jason Sutton	
Searcher of Assessment Liens	Jeanne Smith	
Tax Assessor	John Butow	Tenured
Tax Collector	Jason Sutton	(4yr term expiring 12/31/2026)
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	Tenured
Subcode Official, Plumbing	John Palmer	Tenured
Zoning Officer	Jeanne Smith	

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF REPRESENTATIVE TO THE TWO RIVERS WATER RECLAMATION AUTHORITY**

**Resolution #2024-37
01/4/24**

WHEREAS, the Borough of Oceanport is a member of the Two Rivers Water Reclamation Authority by virtue of the provisions of Ordinance #242 adopted August 5, 1965; and

WHEREAS, it is necessary to appoint members to the Two Rivers Water Reclamation Authority to represent the Borough for a five (5) year term in accordance with the provisions of N.J.S.A. 40:14A- et seq.; and

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

1. That John Bonforte be and is hereby re-appointed to be a member of the Two Rivers Water Reclamation Authority for a five (5) year term commencing February 1, 2024 and ending January 31, 2029.
2. That a certified copy of this resolution shall be filed with the Office of the Secretary of State and a copy forwarded to the Two Rivers Water Reclamation Authority.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
CONFIRMING AUTHORIZATION OF AN INTERLOCAL AGREEMENT WITH THE TWO RIVERS WATER
RECLAMATION AUTHORITY FOR EMERGENCY SEWER SERVICES RELATED TO MUNICIPAL
COMPLEX**

**Resolution #2024-38
01/4/24**

WHEREAS, the Borough of Oceanport (Borough) is a member municipality of the Two Rivers Water Reclamation Authority (Authority); and

WHEREAS, the Borough has declared an "Emergency" relating to sewer laterals connecting a number of its facilities to the sewer system currently operated by FMERA, which the Borough has been notified is failing and is set to be decommissioned in the near future; and

WHEREAS, the Borough requested that the Authority provide it with assistance to get the subject laterals connected to the Authority's system; and

WHEREAS, the Authority has a publicly bid agreement with an emergency services contractor who can perform the services needed to join the Borough's laterals to the Authority's system; and

WHEREAS, under the Member Services Agreement between the Authority and the Borough, costs associated with laterals are typically borne by the property owners, in this case, the Borough.

WHEREAS, the Chief Financial Officer has certified the availability of funds for said emergency not to exceed \$10,000.00,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council that the statements contained in the foregoing preamble be and are hereby incorporated into this Resolution as if more fully set forth herein at length; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute and enter into an Interlocal Services Agreement, in a form acceptable to the Borough Attorney, with the Two Rivers Water Reclamation Authority pursuant to and ratifying that the Authority will have its emergency service contractor assist the Borough with its emergency by making the connections from the Borough's facilities to the Authority's system; and

BE IT FURTHER RESOLVED that the Interlocal Services Agreement will provide that the Borough of Oceanport shall reimburse the Authority for the costs associated with having its emergency services contractor perform the necessary work to resolve the Borough's lateral connection issues for an amount not to exceed \$10,000.00

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 # _____ for an amount not to exceed \$10,000.00.

Catherine D. LaPorta, CFO