



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • DECEMBER 17, 2024

Regular Meeting

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

I. Call to Order

II. Statement of Compliance with Open Public Meetings Act:

This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2024 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.

III. Flag Salute, Statement to the Public

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

IV. Roll Call

V. Adjourn to Executive Session

#2024-313 Resolution authorizing an Executive Session, December 17, 2024

VI. Return from Executive Session

VII. PUBLIC COMMENT - Action Items Only

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

VIII. Administrator's Report

IX. Clerk's Report

X. Second Reading & Public Hearing Ordinances

#1104 2nd Reading and PUBLIC HEARING of An Ordinance Setting Salary Ranges for Various Positions

XI. Consent Agenda

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

- | | | |
|------------------|----|--|
| #2024-275 | 1. | Resolution approving First Aid Membership - Faigelmeir, Freddi |
| #2024-306 | 2. | Resolution authorizing payment of BILL LIST 12-17-2024 |
| #2024-307 | 3. | Resolution authorizing 2024 budget appropriation transfers, 12/17/24 |

- #2024-308 4. Resolution authorizing participation in the Cranford Police Cooperative Pricing System
- #2024-309 5. Resolution authorizing endorsement of TRWRA Applications to NJDEP for McAfee Center
- #2024-310 6. Resolution authorizing additional compensation to Catherine LaPorta for CFO Shared Services
- #2024-311 7. Resolution authorizing additional compensation to Jason Sutton for Tax Collector Shared Services

XII. Minutes

- 1. Regular Meeting Minutes, September 19, 2024
- 2. Workshop Minutes, November 7, 2024
- 3. Regular Meeting Minutes, November 7, 2024
- 4. Workshop Minutes, December 5, 2024

XIII. Resolutions

- #2024-312 Resolution authorizing an MOU with FMERA for Engineering Services - 800 Area Bldg Specifications
Resolution authorizing a Shared Services Agreement with Monmouth Beach court services - *Added on Late*
Resolution to amend 2024 budget for BOE SLEO III Shared Service - *Added on Late*

XIV. Council Standing Committee Reports

- 1. Councilman Deerin, Parks & Recreation
- 2. Councilman Gallo, Public Works & Engineering
- 3. Councilman Keeshen, Public Safety
- 4. Councilman O'Brien, Finance & Administration
- 5. Councilman Salnick, Health & Human Services
- 6. Councilwoman Cooper, Planning & Development

XV. Mayor Tvrdik's Report**XVI. 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.

XVII. Adjournment

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION, DECEMBER 17, 2024**

**Resolution #2024-313
12/17/24**

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

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

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

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

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

1.) The Mayor & Council shall hold a closed meeting from which the public shall be excluded on **December 17, 2024**.

2.) The general nature of the subjects to be discussed at said closed meeting shall be related to

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

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

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

ORDINANCE #1104

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY SETTING FORTH AND AMENDING THE SALARY RANGES OF CERTAIN BOROUGH OFFICERS AND BOROUGH EMPLOYEES PASSED AND APPROVED MARCH 16, 1939 AND LAST REVISED AND APPROVED ON APRIL 18, 2024

WHEREAS, pursuant to N.J.S.A. 40A:9-165, the Borough Council shall set forth the salaries, wages or compensation of the officers and employees of the Borough of Oceanport, who, by law, are entitled to salaries, wages or compensation, subject to any respective collective bargaining agreement applicable to such positions;

WHEREAS, the Borough has entered new shared services agreements that will take on providing services for other municipalities and adjustments are needed to accommodate staff appropriately; and

WHEREAS, the Mayor and Borough Administrator have recommended amendments to the salary ranges for certain positions having new contracts and particularly those engaged in new shared services with other municipalities,

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Oceanport, in the County of Monmouth, State of New Jersey that the ordinance entitled "An Ordinance to Fix and Determine the Salaries of Certain Borough Officials" passed and approved on March 16, 1939, as last revised and passed on April 18, 2024 is hereby amended to provide and confirm the following official employment designations and the range of compensation of each as follows:

NOTE: All additions are shown in **bold underline**. All deletions are shown in **~~bold~~ ~~strikeout~~**. All other sections shall remain unchanged.

SECTION 1. Administration & Finance

Borough Administrator	\$	70,000.	-	125,000.	<u>150,000.</u>
Deputy Borough Administrator	\$	30,000.	-	50,000.	
Deputy Borough Clerk	\$	36,000.	-	70,000.	

SECTION 2. Statutory Employees (N.J.S.A. 40A:9-165)

Chief Financial Officer/Qualified Purchasing Agent	\$	50,000.	-	110,000.	<u>140,000.</u>
Tax Assessor	\$	5,000.	-	70,000.	
Tax Collector	\$	10,000.	-	80,000.	
Borough Clerk	\$	50,000.	-	110,000.	
Part Time Borough Clerk	\$	20/hr.	-	60/hr.	

SECTION 3. Department of Public Works

Superintendent	\$	10,000.	-	110,000.	
Public Works Manager	\$	25,000.	-	50,000.	<u>60,000.</u>
Foreman	\$	50,000.	-	80,000.	
Assistant Foreman	\$	40,000.	-	70,000.	
Senior Laborer	\$	40,000.	-	70,000.	
Repair Mechanic	\$	35,000.	-	70,000.	
Worker	\$	40,000.	-	60,000.	
Labor 2	\$	35,000.	-	55,000.	
Labor 1	\$	30,000.	-	50,000.	
Street Sweeper/Sewer Jet Operator	\$	15.	-	35./hr	
Labor	\$	15.	-	35./hr	

SECTION 4. Municipal Court

Municipal Court Judge	\$	15,000.	-	25,000.	
Court Administrator	\$	30,000.	-	110,000.	<u>125,000.</u>
<u>Deputy Court Administrator</u>	\$	30,000.	-	70,000.	<u>80,000.</u>
Deputy Court Administrator	\$	50.	-	125.	per call
Municipal Prosecutor	\$	10,000.	-	20,000.	
Public Defender	\$	100.	-	200.	per defendant
Court Violations Clerk	\$	18./hr	-	35./hr	
<u>Court Violations Clerk</u>	\$	<u>45,000.</u>	-	<u>65,000.</u>	

SECTION 5. Recreation & Education

Recreation Coordinator	\$	15,000.	-	75,000.
Field Use Coordinator	\$	2,500.	-	7,500.
Action Camp Director	\$	2,000.	-	5,000.
Recreation Aides & Assistants	\$	14.	-	20.00/hr
Library Aide	\$	14.	-	20.00/hr

SECTION 6. Planning & Development

Planning Board Secretary	\$	10,000.	-	30,000.
Planning Board Secretary - Hourly	\$	15.	-	30./hr
Construction Official	\$	15,000.	-	150,000.
<u>Assistant Construction Official</u>	\$	10,000.	-	35,000.
Building Sub Code Official	\$	8,000.	-	30,000. <u>10,000. – 75,000.</u>
Plumbing Sub Code Official	\$	8,000.	-	30,000. <u>10,000. – 75,000.</u>
Electrical Sub Code Official	\$	8,000.	-	30,000. <u>10,000. – 75,000.</u>
Fire Sub Code Official	\$	8,000.	-	30,000. <u>10,000. – 75,000.</u>
UCC Inspectors (Building, Fire, Electrical, Plumbing)	\$	30.	-	60./hr
Housing Inspector	\$	4,000.	-	15,000.
Code Enforcement Officer	\$	2,000.	-	25,000.
Control Person/T.A.C.O.	\$	8,000.	-	80,000. <u>95,000.</u>
Engineer	\$	65,000.	-	125,000.
Zoning Officer	\$	5,000.	-	25,000.
Assistant Zoning Officer	\$	5,000.	-	15,000.

SECTION 7. Board of Health

Registrar	\$	1,000.	-	3,500. <u>5,000.</u>
Deputy Registrar	\$	0.	-	1,000.
Secretary	\$	400.	-	1,000.

SECTION 8. Emergency Management

Emergency Management Coordinator	\$	3,000.	-	10,000.
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SECTION 9. Clerical

Administrative Assistant/Clerk	\$	10,000.	-	65,000.
Part Time Administrative Assistant	\$	15.00/hr.	-	30.00/hr.

SECTION 10. Police Department

Chief	\$	110,000.	-	475,000. <u>190,000.</u>
Captain	\$	120,000.	-	150,000.
Lieutenant	\$	117,000.	-	145,000.
Sergeants	\$	114,000.	-	140,000.
Detective	\$	Stipend		250./mo
Patrol XII	\$	107,000.	-	130,000.
Patrol XI	\$	99,000.	-	115,000.
Patrol X	\$	94,000.	-	110,000.
Patrol IX	\$	88,000.	-	130,000.
Patrol VIIIA	\$	97,000.	-	115,000.
Patrol VIII	\$	82,000.	-	105,000.
Patrol VII	\$	76,000.	-	95,000.
Patrol VI	\$	70,000.	-	85,000.
Patrol V	\$	64,000.	-	78,000.
Patrol IV	\$	58,000.	-	70,000.
Patrol III	\$	50,960.	-	60,000.
Patrol II	\$	46,000.	-	54,000.

Patrol I	\$	40,000.	-	50,000.
Records Clerk	\$	30,000.	-	65,000.
School Crossing Guards	\$	6,500.	-	12,000.
School Crossing Guards Daily Rate	\$	48.00	-	54.00
School Crossing Guard ½ Day Rate	\$	24.00	-	27.00
Class III Special Officer	\$	25.00	-	45.00
Class II Special Officer	\$	15.	-	30./hr
Class I Special Officer	\$	15.	-	30./hr

SECTION 11. Casual Labor

Casual Labor	\$	15.	-	30./hr
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SECTION 12. Fire Prevention Bureau

Fire Official	\$	20,000.		35,000.
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SECTION 13. Elected Officials

Mayor	\$			1,500.00
Councilperson	\$			1,500.00

SECTION 14. Additional compensation by way of overtime, sick days, personal days, insurance benefits for full time employees not covered in collective bargaining agreements are fully set forth in the Personnel Handbook and amendments thereto previously adopted by the Borough Council are hereby incorporated in this Ordinance.

SECTION 15. This Ordinance shall supersede and replace all prior Salary Ordinances and Amendments thereto. Upon the effective date of this Ordinance, any and all prior Salary Ordinances and Amendments thereto and all salaries and compensation authorized therein shall have no further effect. The within Ordinance represents the salaries and compensation to be received by all current, existing employees and offices or those anticipated to be filled in the near future. In the event that an existing office or position is currently vacant, and a salary or compensation is not set forth in this Ordinance, this Salary Ordinance shall be amended to create a salary and/or salary range for such position or office prior to said position or office being filled.

SECTION 16. If any portion of this ordinance is in conflict with any portion of a collective bargaining agreement, then the collective bargaining agreement shall take precedence.

SECTION 17. This amending ordinance shall become effective upon due passage and publication according to law.

APPROVED ON FIRST READING

DATED: December 5, 2024

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: December 17, 2024

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

THOMAS J. TVRDIK
Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING FREDDI FAIGELMEIN FOR OCEANPORT FIRST AID MEMBERSHIP**

**Resolution #2024-275
12/17/24**

WHEREAS, Freddi Faigelmein, Long Branch, has submitted a Membership Application to join the Oceanport Volunteer First Aid & Rescue Squad; and

WHEREAS, the application has been approved and accepted by the Squad membership, approved by the First Aid Captain and received Police Chief designation of suitable for service,

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Oceanport that the First Aid Department Membership Application of Freddi Faigelmein is hereby approved.

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police
Michael S. Chenoweth
Captain



POLICE DEPARTMENT

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

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

Thursday, October 24, 2024

To: Frederick Filippone, Oceanport First Aid
Donna Phelps, Oceanport Borough Administrator

Reference: Freddi P. Faigelman, First Aid Applicant

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

 X

The applicant is suitable for membership.

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

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

Sincerely,

Michael P. Kelly
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR DECEMBER 17, 2024**

**Resolution #2024-306
12/17/24**

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of December 17, 2024.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$1,732,456.13.

CERTIFICATION OF FUNDS

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



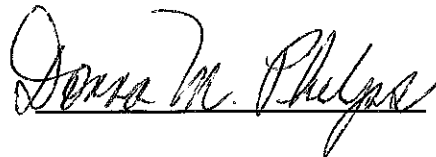
Catherine D. LaPorta, CFO

**BOROUGH OF OCEANPORT
BILL LIST**

17-Dec-24

ACCOUNT	AMOUNT
	\$230,222.77
	\$244.54
CHECKS	
Hls Academy - refund	\$1,500.00
IND	\$35,918.25
	\$7,375.81
ISTRY TOTAL	\$463.00
ACE TRUST TOTAL	\$31,519.44
	\$0.00
ST	\$1,246.09
HER TOTAL	\$571.00
TRUST TOTAL	\$425.00
3ETARY	\$1,252,019.57
CHERS PAID THIS MEETING	\$0.00
CHERS PAID THIS MEETING	\$170,950.66
	\$1,732,456.13

AYOR AND COUNCIL FOR PAYMENT



List of Bills - (All Funds)

11.2.b

Vendor	Description	Payment	Check Total
Current Fund			
1007 - ACTION UNIFORMS, LLC	PO 18255 Uniform Purchase Petrucelli & Sgt. Grime	968.00	
	PO 18367 Uniforms for new hire Officer Jenkins	1,583.46	
	PO 18444 Uniform Purchase Fagliarone & Rogers	526.55	
	PO 18465 Uniform Purchases for Officers	482.00	
	PO 18619 Uniform Equip Chenoweth	56.00	3,616.01
2021 - ALERT-ALL CORPORATION	PO 18521 FIRE SAFETY KITS	1,295.00	1,295.00
1795 - ATLANTIC PRINTING & DESIGN	PO 17903 BOROUGH NOTE CARDS	145.14	145.14
1024 - ATLANTIC TACTICAL	PO 16910 Magazines for patrol Rifles	217.20	
	PO 18259 OC Spray for Officers	325.80	543.00
1029 - BEATRIZ C CRANEY	PO 18639 INTERPRETING SERVICES - NOV 2024	310.00	310.00
2288 - BLAZING VISUALS	PO 18606 E-Bike warnings	67.95	67.95
1751 - BOROUGH OF RUMSON	PO 18725 VEHICLE PURCHASE	24,000.00	24,000.00
2000 - CENTRAL JERSEY EQUIPMENT LLC	PO 18638 Z950 72" 1 TC950MDKMT100045 UNIT 2	86.19	
	PO 18640 JD Z950M 72 S/N 1TC950MDPPT120573	229.67	315.86
1052 - CHARLES SVENSON	PO 18660 Reimbursement Equipment Svenson	137.09	137.09
1807 - COLLIERS ENGINEERING & DESIGN	PO 18665 2024 ROAD PROGRAM - (RESOLUTION #2024-1	2,977.50	
	PO 18666 2024 ROAD PROGRAM - (RESOLUTION #2024-1	647.50	
	PO 18668 FMERA STORMWATER INFRASTRUCTURE STUDY -	14,845.00	
	PO 18669 GENERAL ENGINEERING - 12/04/24	6,000.00	
	PO 18670 BID SPEC PREP - GARBAGE/RECYCLING - 12/0	150.00	
	PO 18671 BLDG 550 & 551 DEMOLITION	900.75	
	PO 18672 HUSKEY BROOK POND DREDGING - 12/04/24	20,172.50	
	PO 18676 ASBESTOS SURVEY & DEMO OF BLDGS - 12/04/	8,966.84	54,660.09
1087 - EBSCO SUBSCRIPTION SERVICE INC	PO 18641 SUBSCRIPTIONS FOR LIBRARY - 2024	492.67	492.67
1893 - FLOWERS BY VAN BRUNT	PO 18130 Veteran's Day Wreaths	525.00	525.00
1126 - GLENCO SUPPLY INC	PO 18611 BOROUGH SIGNS	250.00	250.00
1128 - GOODYEAR AUTO SERVICE CENTER	PO 18262 4 Tires for Unit 7	658.50	658.50
1203 - HACKENSACK MERIDIAN WORKS	PO 18613 Markos Physical Exam New Hire	533.00	533.00
2059 - HEADS UP IRRIGATION, LLC	PO 17790 BACKFLOW PREVENTER TESTING 2024	195.00	195.00
1145 - INSTITUTE FOR FORENSIC	PO 18607 Psych Exams New Hires	1,400.00	1,400.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 18727 MAIN & INTERSECTION - DEC 2024	39.47	39.47
1434 - Jersey Printing Associates, Inc.	PO 18412 BUSINESS CARDS	100.00	100.00
1480 - JOHN GUIRE SUPPLY	PO 18343 PLOW PARTS/SUPPLIES	11,320.28	
	PO 18499 HOSE REPAIR 521 CASE	202.48	
	PO 18500 TRK 111 2006 FORD 2006 F250 NJ REG 56041	1,388.95	
	PO 18690 REPAIR TO BIG YELLA	79.98	12,991.69
1160 - JPMONZO MUNICIPAL CONSULTING,	PO 18274 PERC WEBINAR	100.00	100.00
1642 - KEITH BRUMMER TREE AND FIREWOOD SERVICES	PO 18562 TREE REMOVAL BRIDGEWATERS DRIVE	3,000.00	3,000.00
2032 - KEVIN MORIARTY	PO 18593 PUBLIC DEFENDER	400.00	400.00
1814 - LEAF	PO 18681 COPIERS	223.01	
	PO 18728 OEM COPIER	82.32	305.33
2217 - LEONARDO US CYBER & SECURITY SOLUTIONS,	PO 17689 License Plate Reader Annual Software War	500.00	500.00
1578 - MONMOUTH COUNTY FINANCE DEPARTMENT	PO 18637 Special Victims Investigation Course - Si	150.00	150.00
1219 - MONMOUTH COUNTY POLICE CHIEFS	PO 18452 chief's dues	300.00	300.00
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 18642 FIRST AID GASOLINE - OCT 2024	255.22	
	PO 18643 FIRE DEPT GASOLINE - OCT 2024	302.92	
	PO 18645 OEM GASOLINE - OCT 2024	93.42	
	PO 18646 POLICE GASOLINE - OCT 2024	1,775.66	
	PO 18651 SHARED SERVICES-SO.PEMB/WHITEHALL/MAIN S	1,911.51	4,338.73
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 18652 DPW - GASOLINE - OCT 2024	1,674.88	1,674.88
1538 - MONMOUTH COUNTY TREASURER	PO 18072 BULK PICK UP - OCTOBER	1,391.65	1,391.65
2287 - NEPTUNE TOWNSHIP	PO 18622 Reimbursement to NTPD	1,155.00	1,155.00
1245 - NJ AMERICAN WATER CO	PO 18687 HYDRANT SERVICE -10/24-11/25/24	9,834.99	9,834.99
1246 - NJ CONFERENCE OF MAYORS	PO 18547 2025 MEMBERSHIP FOR MAYOR	525.00	525.00
1261 - OCEANPORT BOARD OF EDUCATION	PO 18679 DEC 2024 TAX	945,612.08	945,612.08
2160 - PANGARO TRAINING & MANAGEMENT	PO 18526 TRAINING	299.00	
	PO 18541 TRAINING	149.50	448.50
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 18701 AFFORDABLE HOUSING - NOV 2024	209.00	
	PO 18702 GENERAL LEGAL - NOV 2024	4,104.00	4,313.00
1279 - PL CUSTOM BODY & EQUIPMENT INC	PO 18654 Install computer in Unit 14	752.65	752.65

Packet Pg. 11

List of Bills - (All Funds)

11.2.b

Vendor	Description	Payment	Check Total
1284 - POWERHOUSE SIGNWORKS	PO 18515 Signs for Holiday Extravaganza	100.00	100.00
1286 - PRO JANITORIAL SERVICES, LLC	PO 18709 CLEANING SERVICES - DEC 2024	3,000.00	3,000.00
1791 - READY FRESH	PO 18741 WATER DELIVERY SERVICE - NOV 2024	86.92	86.92
1879 - RESERVE ACCOUNT - POSTAGE METER	PO 18707 POSTAGE REFILL	1,000.00	1,000.00
2161 - SAFE LIFE DEFENSE, LLC	PO 18525 LIFE VEST	842.34	842.34
1313 - SAKER SHOPRITE INC	PO 18414 VETERANS DAY/OFFICE SUPPLIES	69.05	69.05
1315 - SEABOARD WELDING SUPPLY, INC.	PO 18644 MONTHLY RENTAL CYLINDER OXYGEN, ARGON	40.25	40.25
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 18647 NOVEMBER PRINTER CHARGES	39.22	39.22
1322 - SHORE REGIONAL BOARD OF ED	PO 18686 2024 STUDENT TRANSPORT - DEC	4,397.90	4,397.90
1323 - SHORE REGIONAL HIGH SCHOOL	PO 18678 DEC 2024 TAX	306,407.49	306,407.49
1326 - SIPS PAINT & HARDWARE	PO 18608 SUPPLIES	198.25	198.25
1326 - SIPS PAINT & HARDWARE	PO 18609 SUPPLIES	141.73	
	PO 18610 SUPPLIES	91.59	233.32
1337 - SUBURBAN DISPOSAL	PO 18734 COLLECTION - DEC 2024	36,000.00	
	PO 18742 DISPOSAL FEE - NOV 2024	23,379.09	59,379.09
1348 - THE HOME DEPOT	PO 18720 Gift Cards for Holiday Decorating Contes	75.00	75.00
1384 - V.E. RALPH, INC	PO 18513 TRAMA BAGS	98.80	98.80
2268 - VAN WICKLE AUTO SUPPLY, INC	PO 18497 HD TRUCK BATTERIES	1,034.76	1,034.76
1387 - VERIZON	PO 18739 OLD WHARF HOUSE FIRE MONITORING - 12/08/	118.34	
	PO 18740 LIBRARY PHONE - 12/07/24-01/06/25	265.91	384.25
1388 - VERIZON WIRELESS	PO 18733 DPW - 12/02/24/01/01/25	81.35	
	PO 18736 FIRE BUREAU WIRELESS - 12/02/24-01/01/25	28.82	110.17
1558 - Verizon Wireless	PO 18737 FIRE WIRELESS - 12/02/24-01/01/25	120.09	120.09
1391 - VIRTUAL FX, LLC	PO 18659 AMBULANCE - LETTERING	1,485.00	1,485.00
1392 - W.B. MASON CO, INC	PO 18369 SUPPLIES FOR ADMIN, CLERK, CONST, COURT,	476.44	
	PO 18518 SUPPLIES - ADMIN, CLERK, COURT, FINANCE,	597.86	1,074.30
2262 - WTB PROMO PRODUCTS	PO 18045 FINGERPRINT/DETECTIVE SUPPLIES	1,635.00	1,635.00
Capital Fund			
1807 - COLLIERS ENGINEERING & DESIGN	PO 18667 2023 ROAD PROGRAM - 12/04/24	2,786.25	
	PO 18673 ALLENHURST AVE BULKHEAD - 12/04/24	537.50	
	PO 18674 OLD WHARF PARKNG LOT & DESIGN - 12/04/24	4,052.06	7,375.81
DOG TRUST FUND			
1204 - MGL PRINTING SOLUTIONS	PO 17992 DOG/CAT TAGS	463.00	463.00
OPEN SPACE TRUST			
2045 - BIRDS BEWARE, INC	PO 18680 GEESE CONTROL SERVICES FOR BORO PROPERTI	1,375.00	1,375.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 18675 TRINITY PARK IMPROVEMENT PROJECT - 12/04	2,207.74	2,207.74
1625 - DOG WASTE DEPOT	PO 18304 DOG WASTE BAGS	535.54	535.54
2059 - HEADS UP IRRIGATION, LLC	PO 18540 BLACKBERRY BAY PARK IRRIGATION	105.00	
	PO 18580 BLACKBERRY BAY PARK IRRIGATION REPAIR-	237.50	
	PO 18581 REPAIR OF IRRIGATION SYSTEM AT BBBP	4,633.92	
	PO 18657 IRRIGATION SERVICES BLACKBERRY	500.00	5,476.42
1456 - JCW, Inc d/b/a Natural Green Lawn C	PO 17010 LATE SPRING FERTILIZATION	2,725.36	
	PO 18492 FALL FERTILIZATION OF BORO PARKS	2,725.36	5,450.72
1836 - JONATHAN GREEN & SONS	PO 18364 BLACKBERRY BAY PARK SEEDING	5,281.00	5,281.00
2003 - POOR JOHN PORTABLE TOILETS	PO 18649 PORT O POTTIES AT MARIA GATTA	665.00	
	PO 18650 PORT O POTTIES AT MARIA GATTA	732.00	1,397.00
2112 - SPORT LINES, LLC	PO 17175 Lining Soccer Fields	1,220.00	
	PO 17638 INITIAL FIELD LINING	998.00	2,218.00
2111 - THE BORJA GROUP	PO 18721 FACILITY USE MANAGEMENT - RESOLUTION 202	7,500.00	7,500.00
1388 - VERIZON WIRELESS	PO 18738 BBB & OLD WHARF - 12/02/24-01/01/25	78.02	78.02
UCC Trust			
2266 - EDDIE'S PRINT SHOP	PO 18636 UCC - SCANS	60.00	60.00
1115 - GANN LAW BOOKS, INC	PO 17120 COURSE SUPPLIES	191.00	191.00
1814 - LEAF	PO 18681 COPIERS	223.00	223.00
2205 - MICHAEL THULEN	PO 18729 KEYS	22.95	22.95
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 17981 TRUCK REPAIR	619.41	619.41
1392 - W.B. MASON CO, INC	PO 18369 SUPPLIES FOR ADMIN, CLERK, CONST, COURT,	129.73	129.73
OTHER TRUST			

List of Bills - (All Funds)

11.2.b

Vendor	Description	Payment	Check Total
1434 - Jersey Printing Associates, Inc.	PO 18075 DISPLAY BOARDS - HISTORICAL COMMITTEE	571.00	571.00
	DEVELOPERS ESCROW TRUST		
1720 - CGP&H	PO 18519 HOUSING REHABILITATION SERVICES - 10/31/	300.00	300.00
1807 - COLLIER'S ENGINEERING & DESIGN	PO 18664 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	125.00

TOTAL			1,500,488.82

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	1,422,970.23
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	2,283.06			
01-201-20-120-200	MUNICIPAL CLERK OE	152.02			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	87.61			
01-201-20-155-200	LEGAL SERVICES OE	4,313.00			
01-201-20-165-200	BOROUGH ENGINEER OE	6,150.00			
01-201-25-240-200	POLICE OE	13,363.08			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	82.32			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	9,834.99			
01-201-25-260-200	FIRST AID ORGANIZATION OE	1,758.80			
01-201-25-265-200	FIRE DEPARTMENT OE	295.09			
01-201-25-265-400	FIRE BUREAU OE	1,323.82			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	290.25			
01-201-26-300-271	REPAIRS	3,544.59			
01-201-26-300-273	SUPPLIES	11,401.63			
01-201-26-300-289	STREETS & ROADS OFFICE SUPPLIES	39.22			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	28,500.00			
01-201-26-306-200	RECYCLING OE	7,500.00			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	7,820.52			
01-201-26-310-252	REPAIRS & EQUIPMENT	195.00			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	392.62			
01-201-29-390-200	LIBRARY OE	492.67			
01-201-29-405-200	TRANS OF HS STUDENTS OE	4,397.90			
01-201-31-430-203	TELEPHONE/INTERNET	384.25			
01-201-31-430-207	STREET LIGHTING	39.47			
01-201-31-430-208	GASOLINE & OIL	4,102.10			
01-201-31-465-200	SANITATION DUMPING FEES	24,770.74			
01-201-41-717-200	FMERA MOU MAIN POST	8,966.84			
01-201-43-490-200	MUNICIPAL COURT OE	444.07			
01-201-43-495-200	PUBLIC DEFENDER-OTHER EXPENSE	400.00			
01-201-44-900-904	PUBLIC WORKS VEHICLES	24,000.00			
01-201-44-900-910	BOROUGH ROADS	3,625.00			
01-206-55-000-046	REGIONAL SCHOOL TAX			306,407.49	
01-207-55-000-045	LOCAL SCHOOL TAX			945,612.08	
TOTALS FOR	Current Fund	170,950.66	0.00	1,252,019.57	1,422,970.23
		=====	=====	=====	=====
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	35,918.25
02-213-40-700-069	FMERA MOU-550 & 551			900.75	
02-213-40-700-071	FMERA - STORMWATER INFRASTRUCTURE STUDY			14,845.00	
02-213-40-700-072	HUSKEY BROOK POND DREDGING			20,172.50	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	35,918.25	35,918.25
		=====	=====	=====	=====
04-101-01-100-011	CAPITAL CASH - TD			0.00	7,375.81
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEAD			537.50	
04-215-55-993-A00	2022 ROAD PROGRAM - ORD #1053			4,052.06	
04-215-55-995-A00	2023 ROAD PROGRAM			2,786.25	

11.2.b

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
TOTALS FOR	Capital Fund	0.00	0.00	7,375.81	7,375.81
05-101-00-100-011	CASH - TD			0.00	463.00
05-270-00-500-020	RESERVE FOR EXPENDITURES			463.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	463.00	463.00
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	31,519.44
06-270-00-500-020	RESERVE FOR OPEN SPACE			31,519.44	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	31,519.44	31,519.44
18-101-01-100-101	CASH UCC TRUST			0.00	1,246.09
18-270-55-600	RESERVE FOR UCC TRUST			1,246.09	
TOTALS FOR	UCC Trust	0.00	0.00	1,246.09	1,246.09
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	571.00
60-270-55-600-135	RES.FOR HISTORICAL COMMITTEE			571.00	
TOTALS FOR	OTHER TRUST	0.00	0.00	571.00	571.00
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	425.00
61-270-55-600-205	RES.FOR DEV.ESCROW			425.00	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	425.00	425.00

Total to be paid from Fund 01 Current Fund	1,422,970.23
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	35,918.25
Total to be paid from Fund 04 Capital Fund	7,375.81
Total to be paid from Fund 05 DOG TRUST FUND	463.00
Total to be paid from Fund 06 OPEN SPACE TRUST	31,519.44
Total to be paid from Fund 18 UCC Trust	1,246.09
Total to be paid from Fund 60 OTHER TRUST	571.00
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	425.00
	1,500,488.82

Pending Payments (*Not Finalized*)**11.2.c****All Funds**

Month of December

From 12/01/2024 to 12/31/2024 With a Line Amount > 10000.00

Date	ENTRY	ACCOUNT	PO	Check #	VENDOR/DESCRIPTION	DEBIT	CREDIT CR ACCOUNT
12/09/2024	58581	02-213-40-700-072	18672		STUDY TO DREDGE HUSKY BROOK POND	20,172.50	
						20,172.50	-
12/09/2024	18672		18672		COLLIERS ENGINEERING & DESIGN	-	20,172.50 02-160-05-000-001
							20,172.50
12/09/2024	58585	02-213-40-700-071	18668		FMERA STORMWATER INFRASTRUCTURE STUDY	14,845.00	
						14,845.00	-
12/09/2024	18668		18668		COLLIERS ENGINEERING & DESIGN	-	14,845.00 02-160-05-000-001
							14,845.00
12/09/2024	58575	01-206-55-000-046	18678		DEC 2024 TAX REMITTANCE	306,407.49	
						306,407.49	-
12/09/2024	18678		18678		SHORE REGIONAL HIGH SCHOOL	-	306,407.49 01-101-01-000-011
							306,407.49
12/10/2024	58574	01-207-55-000-045	18679		DEC TAX REMITTANCE	945,612.08	
						945,612.08	-
12/10/2024	18679		18679		OCEANPORT BOARD OF EDUCATION	-	945,612.08 01-101-01-000-011
							945,612.08
12/12/2024	58915	01-201-44-900-904	18725		2005 FORD SUPERDUTY	24,000.00	
						24,000.00	-
12/12/2024	18725		18725		BOROUGH OF RUMSON	-	24,000.00 01-101-01-000-011
							24,000.00
12/12/2024	56291	01-201-26-300-273-4	18343		11' STEEL CUTTING EDGE BLADE	4,495.08	
						4,495.08	-
12/12/2024	56292	01-201-26-300-273-4	18343		3" PLOW RUNNING GEAR SHOES	3,467.84	
						3,467.84	-
12/12/2024	56293	01-201-26-300-273-4	18343		RUBBER CUTTING EDGE	7,789.85	
						7,789.85	-
12/12/2024	56294	01-201-26-300-273-4	18343		WESTERN HEAVY DUTY DISC SHOE ASSEMBLY	881.70	
						881.70	-
12/12/2024	56295	01-201-26-300-273-4	18343		WESTERN PLOWS	(273.30)	
						(273.30)	-
12/12/2024	56296	01-201-26-300-273-4	18343		ESCNJ DISCOUNT BUYERS 23-24/04	(5,040.89)	
						(5,040.89)	-
12/12/2024	18343		18343		MONMOUTH TRUCK EQUIPMENT	-	11,320.28 01-101-01-000-011
							11,320.28
12/16/2024	58944	01-201-26-305-201	18734		COLLECTION	28,500.00	
						28,500.00	
12/16/2024	58945	01-201-26-306-201	18734		RECYCLING	7,500.00	

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Pending Payments (*Not Finalized*) continued...

11.2.c

Date	ENTRY	ACCOUNT	PO	Check #	VENDOR/DESCRIPTION	DEBIT	CREDIT	CR ACCOUNT
						7,500.00	-	
12/16/2024	18734		18734		SUBURBAN DISPOSAL		36,000.00	01-101-01-000-011
						-	36,000.00	
12/16/2024	58917	01-201-31-465-201	18742		DISPOSAL	17,664.54		
						17,664.54	-	
12/16/2024	58918	01-201-31-465-201	18742		RECYCLING ENHANCEMENT ACT	604.95		
						604.95	-	
12/16/2024	58919	01-201-31-465-201	18742		RECYCLING FEE	5,109.60		
						5,109.60	-	
12/16/2024	18742		18742		SUBURBAN DISPOSAL		23,379.09	01-101-01-000-011
						-	23,379.09	
						1,381,736.44	1,381,736.44	

Totals by Account for December

ACCOUNT	ACCOUNT TITLE	LY			
		BUDGET CY	BUDGET NON	BUDGET PENDING	CR
01-101-01-000-011	CASH OPERATING			1,346,718.94	
02-160-05-000-001	DUE TO/FROM CURRENT FUND			35,017.50	
01-201-26-300-273-4	Plow Parts	11,320.28			
01-201-26-305-201	SANITATION-TRASH REMOVAL	28,500.00			
01-201-26-306-201	OTHER EXPENSES	7,500.00			
01-201-31-465-201	SANITATION DUMPING FEES	23,379.09			
01-201-44-900-904	PUBLIC WORKS VEHICLES	24,000.00			
01-206-55-000-046	REGIONAL SCHOOL TAX		306,407.49		
01-207-55-000-045	LOCAL SCHOOL TAX		945,612.08		
02-213-40-700-071	FMERA - STORMWATER INFRASTRUCTURE STUDY		14,845.00		
02-213-40-700-072	HUSKEY BROOK POND DREDGING		20,172.50		
Totals		-	94,699.37	1,287,037.07	1,381,736.44

Totals by Account for Range

ACCOUNT	ACCOUNT TITLE	LY			
		BUDGET CY	BUDGET NON	BUDGET PENDING	CR
01-101-01-000-011	CASH OPERATING			1,346,718.94	
02-160-05-000-001	DUE TO/FROM CURRENT FUND			35,017.50	
01-201-26-300-273-4	Plow Parts	11,320.28			
01-201-26-305-201	SANITATION-TRASH REMOVAL	28,500.00			
01-201-26-306-201	OTHER EXPENSES	7,500.00			
01-201-31-465-201	SANITATION DUMPING FEES	23,379.09			
01-201-44-900-904	PUBLIC WORKS VEHICLES	24,000.00			
01-206-55-000-046	REGIONAL SCHOOL TAX		306,407.49		
01-207-55-000-045	LOCAL SCHOOL TAX		945,612.08		
02-213-40-700-071	FMERA - STORMWATER INFRASTRUCTURE STUDY		14,845.00		
02-213-40-700-072	HUSKEY BROOK POND DREDGING		20,172.50		
Totals		-	94,699.37	1,287,037.07	1,381,736.44

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING 2024 BUDGET APPROPRIATION TRANSFERS 12/17/2024**

**Resolution #2024-307
12/17/24**

WHEREAS, it shall become necessary to expend for some of the purposes specified in the Budget an excess of the respective sums appropriated, and

WHEREAS, there is an excess in one or more appropriations over and above the amount deemed necessary to fulfill the purposes of such appropriations, and

WHEREAS, the transfers about to be authorized do not affect an appropriation to which or from which transfers are prohibited under the statutes.

NOW, THEREFORE, BE IT RESOLVED the following transfers between appropriations be authorized pursuant to N.J.S.A. 40A:4-58:

BUDGET TRANSFERS - 12/17

FROM:		AMOUNT	ACCOUNT
	Legal	\$12,000.00	01-201-20-155-200
	Electricity	\$5,000.00	01-201-31-430-201
	Natural Gas	\$5,000.00	01-201-31-430-205
	Street Lighting	\$2,000.00	01-201-31-430-207
	TOTAL	\$24,000.00	
TO:			
	Police SW	\$20,000.00	01-201-25-240-100
	Court OE	\$2,000.00	01-201-43-490-200
	Pupil Transportation	\$2,000.00	01-201-29-405-201
	TOTAL	\$24,000.00	

BE IT FURTHER RESOLVED that a copy of this resolution be filed forthwith with the Borough's Chief Financial Officer.

**RESOLUTION OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW
JERSEY AUTHORIZING MEMBERSHIP AND PARTICIPATION IN THE CRANFORD POLICE
COOPERATIVE PRICING SYSTEM**

Resolution #2024-308
12/17/24

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Cranford Police Cooperative Pricing System (ID # 47-CPCPS), hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, the Borough of Oceanport at the recommendation of the Police Chief, desires to participate in the Cranford Police Cooperative Pricing System at no cost to the Borough to join; and

WHEREAS, the Borough's Qualified Purchasing Agent has reviewed the Cranford Police Cooperative Pricing System for compliance with the Local Public Contracts Law and finds it compliant; and

WHEREAS, on December 17, 2024, the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey duly considered participation in a cooperative pricing system for the provision and performance of goods and services,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that this Resolution shall be known and may be cited as the Cooperative Pricing Resolution between the Borough of Oceanport and the Township of Cranbury and hereby authorizes participation in the Cranford Police Cooperative Pricing System.

BE IT FURTHER RESOLVED, pursuant to the provisions of *N. J.S.A. 40A:11-11(5)*, the Mayor and Borough Clerk are hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency, the Township of Cranford.

BE IT FURTHER RESOLVED, that the Lead Agency shall be responsible for complying with the provisions of the, *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon passage.

Jeanne Smith, Borough Clerk

Thomas J. Tvrdik, Mayor

DATE

COOPERATIVE PRICING SYSTEM AGREEMENT
CRANFORD POLICE COOPERATIVE PRICING SYSTEM

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this ____ day of _____, _____, by and between the ***Township of Cranford*** and the Borough of Oceanport, who desires to participate in the Cranford Police Cooperative Pricing System.

WITNESSETH

WHEREAS, N.J. S.A 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the ***Township of Cranford*** is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include ***police/admin vehicles*** and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter on the anniversary of the registration of the system publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.

- (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
 5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
 7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
 8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
 9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.

10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. It is agreed that each participating contracting unit shall pay the Lead Agency an annual fee of \$0 as its estimated prorated share of the administrative costs incurred by the Lead Agency. In the event this estimated prorated share should prove insufficient, each party agrees to pay an additional prorated sum to be determined by all of the participating contracting units.
16. This Agreement shall become effective immediately upon the review and approval of the Director of the Division of Local Government Services and shall continue in effect until any party to this Agreement shall give written notice of its intention to terminate its participation.
17. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
18. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
19. This Agreement shall be binding upon and ensure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE TOWNSHIP OF CRANFORD

BY: _____
Township Administrator

ATTEST BY: _____

FOR THE BOROUGH OF OCEANPORT

BY: _____
Thomas J. Tvrdik, Mayor

ATTEST BY: _____
Jeanne Smith, Borough Clerk



Cranford Police Department

Chief Ryan J. Greco



8 Springfield Avenue, Cranford, New Jersey 07016



908-272-2222



www.cranfordnj.org/police-department



police@cranfordnj.org

11.4.a

Prospective Coop Member,

Thank you for your interest in joining the Cranford Police Cooperative Pricing System. In order to become a registered member in our cooperative we will need the following documents from you:

1. Two (2) original copies of a resolution from your governing body authorizing your membership into the cooperative.
2. Two (2) original inter-local agreements between your municipality/contracting unit and the Township of Cranford.

Once we have received your original documents, we will complete a membership application and forward it along to the New Jersey Division of Local Government Services. We will return one (1) executed copy of your inter-local agreement to your municipality/contracting unit. Once your municipality/contracting unit has been granted approval from the State of New Jersey your membership is valid and does not have an expiration date, so long as our cooperative registration remains valid.

There are also currently no fees associated with becoming a member of the Cranford Police Cooperative Pricing System. We generally receive approvals back from the state within three weeks. Templates for both the resolution and inter-local agreement can be found on our website. Please feel free to insert your municipality/contracting unit in the appropriate fields for your convenience. If you have any further questions please do not hesitate to contact me for additional information.

Thank you,

Sergeant Steven D'Ambola
Patrol Division
Cranford Police Department
(908) 272-2222



@CranfordPD



@CranfordPolice



@CranfordPoliceDepartment



MyPD App for Apple or Android



Nixle Alerts: Text 07016 to 888777

Packet Pg. 23

**RESOLUTION FOR MEMBER PARTICIPATION
IN A COOPERATIVE PRICING SYSTEM:**

A RESOLUTION AUTHORIZING THE (CONTRACTING UNIT) TO ENTER INTO A
COOPERATIVE PRICING AGREEMENT

RESOLUTION NUMBER: _____

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Cranford Police Cooperative Pricing System (ID # 47-CPCPS), hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on (DATE OF ACTION) the governing body of the (CONTRACTING UNIT), County of (COUNTY OF LOCATION) , State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the (CONTRACTING UNIT)

AUTHORITY

Pursuant to the provisions of *N. J.S.A. 40A:11-11(5)*, the (CHIEF EXECUTIVE OFFICER) (*****Must have signature of CEO on resolution*****) is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the, *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

CERTIFICATION



Cranford Police Department

Chief Ryan J. Greco

8 Springfield Avenue, Cranford, New Jersey 07016
908-272-2222
www.cranfordnj.org/police-department
police@cranfordnj.org

11.4.a

Active Cranford Police Cooperative Pricing System (ID#47CPCPS) Members, as of September 14, 2023:

Boroughs:

Allendale	Far Hills	Mendham	River Edge
Allenhurst	Flemington	Merchantville	Rockaway
Alpine	Fort Lee	Metuchen	Roselle
Atlantic Highlands	Franklin Lakes	Middlesex	Roselle Park
Audubon	Garwood	Midland Park	Runnemede
Barrington	Gibbsboro	Milltown	Rutherford
Beachwood	Glen Rock	Morris Plains	Saddle River
Belmar	Haddonfield	Moonachie	Sayreville
Bellmawr	Haddon Heights	Mountain Lakes	Sea Bright
Bergenfield	Haledon	Mount Ephraim	Sea Girt
Berlin	Hawthorne	Neptune	Seaside Heights
Bernardsville	Hasbrouck Heights	Neptune City	Seaside Park
Bloomington	High Bridge	Netcong	Ship Bottom
Bogota	Highlands	New Milford	Somerville
Bound Brook	Hillsdale	New Providence	South Plainfield
Bradley Beach	Ho-Ho-Kus	North Caldwell	South River
Brielle	Keansburg	Norwood	Spotswood
Butler	Kenilworth	Oakland	Spring Lake
Caldwell	Keyport	Ocean Gate	Stanhope
Chatham	Kinnelon	Old Tappan	Stone Harbor
Chester	Lake Como	Palisades Park	Tenafly
Cliffside Park	Lavallette	Palmyra	Union Beach
Closter	Laurel Springs	Paramus	Upper Saddle River
Collingswood	Leonia	Park Ridge	Waldwick
Deal	Lincoln Park	Peapack & Gladstone	Wallington
Dunellen	Lodi	Pemberton	Washington
East Newark	Longport	Pine Beach	Watchung
East Rutherford	Madison	Pine Hill	Westwood
Eatontown	Magnolia	Point Pleasant	Westville
Edgewater	Manville	Point Pleasant Beach	Wharton
Elmwood Park	Matawan	Prospect Park	Wildwood Crest
Emerson	Manasquan	Ramsey	Woodbury Heights
Fair Lawn	Mantoloking	Raritan	Woodcliff Lake
Fanwood	Maywood	Red Bank	Woodland Park

Cities:

Absecon	Englewood	Ocean City	Summit
Asbury Park	Gloucester City	Orange	Union City
Atlantic City	Hackensack	Passaic	Ventnor
Bayonne	Lambertville	Paterson	Vineland
Bridgeton	Linden	Pleasantville	Wildwood
Brigantine	Long Branch	Perth Amboy	
Burlington	Millville	Rahway	
Camden	New Brunswick	Salem	
East Orange	North Wildwood	Sea Isle City	
Elizabeth	Northfield	South Amboy	

Townships:

Aberdeen	Elk	Mahwah	Readington
Bedminster	Ewing	Manalapan	River Vale
Belleville	Fairfield	Manchester	Roxbury
Berkeley	Florence	Mansfield (Burlington)	Scotch Plains
Berkeley Heights	Franklin (Somerset)	Mansfield (Warren)	Secaucus
Berlin	Galloway	Maplewood	South Harrison
Bernards	Gloucester	Marlboro	Springfield (Union)
Bloomfield	Green Brook	Medford	Springfield (Burlington)
Boonton	Greenwich	Mendham	Stafford
Boonton (Town)	Guttenberg	Middletown	Tewksbury
Bordentown	Hackettstown	Millburn	Toms River
Branchburg	Hamilton (Atlantic)	Monroe	Union
Brick	Hanover	Montclair	Upper
Bridgewater	Harding	Montgomery	Verona
Burlington	Harrison	Montville	Voorhees
Byram	Hazlet	Morris	Wall (pending)
Chatham	Hillsborough	Morristown	Warren
Cherry Hill	Holmdel	Mount Laurel	Washington (Bergen)
Chesterfield	Hopewell	Mullica	Washington Gloucester)
Cinnaminson	Howell	Neptune	Washington (Warren)
Clark	Jackson	Newton	Wayne
Clinton	Jefferson	North Bergen	Weehawken
Colts Neck	Kearny	North Brunswick	Westampton
Cranbury	Lacey	Nutley	Westfield
Cranford	Lakewood	Old Bridge	West Deptford
Delaware	Little Egg Harbor	Pemberton	West Milford
Delanco	Little Falls	Pennsauken	West New York
Denville	Livingston	Pennsville	West Orange
Deptford	Logan	Piscataway	Willingboro
East Brunswick	Long Beach	Phillipsburg	Winfield Park
East Greenwich	Long Hill	Plumsted	Winslow
East Hanover	Lopatcong	Princeton	Woodbridge
Edison	Lower	Randolph	Wyckoff
Egg Harbor	Lumberton	Raritan	

Villages:

Ridgefield Park Ridgewood

County:

Bergen	Middlesex
Burlington Bridge Commission	Monmouth
Camden	Monmouth County Regional Health Commission
Camden County Municipal Utilities Authority	Western Monmouth Utilities Authority
Cape May	Morris
Cumberland	Morris County Parks Commission
Cumberland County BOVE	Passaic
Cumberland County Improvement Authority	Salem
Essex	Somerset
Gloucester	Union
Mercer	Warren
Mercer County Park Commission	

Parking Authorities:

Camden (City of)	New Brunswick	Toms River	Westwood
Dunellen	North Bergen	Union City	
Elizabeth	Rahway	Weehawken	
Jersey City	South Orange Village	West New York	

Fire Districts:

Brick Fire District No. 1	Jackson Fire District No. 4
Brick Fire District No. 2	Lower Township Fire District No. 3
Brick Joint Board of Fire Commissioners	Manasquan Fire District No. 1
Cherry Hill Fire District No. 13	Marlboro Twp Fire District No. 3
Deptford Fire District No. 1	Maurice River Fire District No. 4
East Brunswick District No. 1	Montgomery Fire District No. 1
East Brunswick District No. 2	Moorestown Fire District No. 2
East Brunswick District No. 3	North Hudson Regional Fire and Rescue
East Newark Fire District No. 1	Piscataway Fire District No. 2
Freehold Township Fire District No. 1	Pt. Pleasant Emergency and Rescue Squad
Franklin Township Fire District No. 1	Tinton Falls Fire District No. 1
Gloucester Township Fire District No. 1	Toms River Township Fire District No. 1
Hillsborough Fire District	Wall Fire District No. 3
Howell Township Fire District No. 3	

Miscellaneous Authorities:

Pennsville Sewerage Authority	Union City Housing Authority
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Total Members: 373

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE MAYOR TO ENDORSE APPLICATIONS TO THE NJDEP BY THE TWO RIVERS
WATER RECLAMATION AUTHORITY FOR MCAFEE CENTER SEWER EXTENSION**

**Resolution #2024-309
12/17/24**

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

WHEREAS, the TRWRA will be installing a new sewer main extension to support the McAfee Center on former Fort Monmouth that requires NJDEP approvals; and

WHEREAS, the applications to the NJDEP require endorsement by the "owner" being the member community where the work is to be performed,

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute the endorsement of the Two Rivers Water Reclamation Authority's applications to the NJDEP for the new sewer main extension to support the McAfee Center on former Fort Monmouth.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING ADDITIONAL COMPENSATION TO CATHERINE LA PORTA IN CONNECTION WITH A
SHARED SERVICES AGREEMENT WITH THE BOROUGH OF MONMOUTH BEACH FOR CHIEF
FINANCIAL OFFICER SERVICES.**

**Resolution #2024-310
12/17/24**

WHEREAS, in connection with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65- I, et seq., which permit units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses, the Borough of Oceanport ("Oceanport") has authorized the execution and implementation of a Shared Services Agreement ("Agreement") with the Borough of Monmouth Beach ("Monmouth Beach"), for the provision of CFO services beginning December 1, and ending on December 31, 2025; and

WHEREAS, the services to be provided to Monmouth Beach will be furnished on behalf of the Borough by Catherine LaPorta ("Employee), who will continue to serve as Oceanport's CFO; and

WHEREAS, the Agreement provides for payment to Oceanport commensurate with the additional hours per week required to be worked by the Employee, and the Employee has agreed to work such hours and to be paid an additional sum in accordance with her current rate of compensation.

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

1. All of the above recitals are incorporated herein by reference.
2. Commencing as of December 1, 2024, the Borough Council hereby authorizes additional compensation to Catherine LaPorta in connection with the services to be provided by Mrs. LaPorta consistent with the aforementioned shared services agreement in the annual amount of \$20,000.00.
3. This Resolution is subject to the following conditions:
 - a. Oceanport's passage of Ordinance 2024-1104, authorizing additional compensation to the Chief Financial Officer.
 - b. The Oceanport Borough Council's adoption of a Resolution authorizing the execution and implementation of the subject Shared Services Agreement.
 - c. Mrs. LaPorta's performance of the services for Monmouth Beach as described in the subject Shared Services Agreement, and the continued provision of such services on a full-time basis to the Borough of Oceanport.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport, that Catherine LaPorta is hereby appointed as the CFO for the Borough of Monmouth Beach in connection with a shared services agreement at an annual rate of \$20,000 bringing her current salary to \$125,000, effective December 1, 2024.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to Catherine LaPorta, Borough Administrator and the Payroll Clerk.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING ADDITIONAL COMPENSATION TO JASON SUTTON IN CONNECTION WITH A SHARED
SERVICES AGREEMENT WITH THE BOROUGH OF MONMOUTH BEACH FOR TAX COLLECTOR
SERVICES**

**Resolution #2024-311
12/17/24**

WHEREAS, in connection with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65- I, et seq., which permit units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses, the Borough of Oceanport ("Oceanport") has authorized the execution and implementation of a Shared Services Agreement ("Agreement") with the Borough of Monmouth Beach ("Monmouth Beach"), for the provision of Tax Collector services beginning December 1, and ending on December 31, 2025; and

WHEREAS, the services to be provided to Monmouth Beach will be furnished on behalf of the Borough by Jason Sutton ("Employee"), who will continue to serve as Oceanport's Tax Collector; and

WHEREAS, the Agreement provides for payment to Oceanport commensurate with the additional hours per week required to be worked by the Employee, and the Employee has agreed to work such hours and to be paid an additional sum in accordance with her current rate of compensation.

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

1. All of the above recitals are incorporated herein by reference.
2. Commencing December 1, 2024, the Borough Council hereby authorizes additional compensation to Jason Sutton in connection with the services to be provided by Mr. Sutton consistent with the aforementioned shared services agreement in the annual amount of \$10,000.00.
3. This Resolution is subject to the following conditions:
 - a. Oceanport's passage of Ordinance 2024-1104, authorizing additional compensation to the Tax Collector.
 - b. The Oceanport Borough Council's adoption of a Resolution authorizing the execution and implementation of the subject Shared Services Agreement.
 - c. Mr. Sutton's performance of the services for Monmouth Beach as described in the subject Shared Services Agreement, and the continued provision of such services on a full-time basis to the Borough of Oceanport.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport, that Jason Sutton is hereby appointed as the Tax Collector for the Borough of Monmouth Beach in connection with a shared services agreement at an annual rate of \$10,000 bringing his current salary to \$65,000, effective December 1, 2024.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to Jason Sutton, Borough Administrator and the Payroll Clerk.

**BOROUGH OF OCEANPORT****MAYOR & COUNCIL****MINUTES • SEPTEMBER 19, 2024****Regular Meeting****Clement V. Sommers Municipal Building****7:00 PM****910 Oceanport Way, Oceanport, NJ 07757**

- I. **Call to Order:** Mayor Tvrdik called the meeting to order at 7:00 PM
- II. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2024 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.
- III. **Flag Salute, Statement to the Public:** Mayor Tvrdik led attendees and members of the Council in the flag salute.
- IV. **Roll Call:**

Attendee Name	Title	Status
Thomas Tvrdik	Mayor	Present
William Deerin	Councilman	Present
Richard Gallo	Councilman	Present
Bryan Keeshen	Councilman	Present
Michael O'Brien	Councilman	Present
Keith Salnick	Councilman	Present
Patty Cooper	Councilwoman	Present
Jeanne Smith	Borough Clerk	Present
Andrew Bayer	Borough Attorney	Present
Donna M. Phelps	Administrator	Present
Catherine D. LaPorta	Chief Financial Officer	Present

- V. **Proclamation:**
1. Recognizing Oceanport Preschool - Mayor Tvrdik announced that the proclamation would be scheduled for a meeting in October as many of the members are involved with Shore Regional who has back to school night tonight.
- VI. **PUBLIC COMMENT - Action Items Only:** Mayor Tvrdik opened the meeting for public comments on action items only. As no one appeared that portion of the meeting was closed.
- VII. **Administrator's Report:** Ms. Phelps discussed the Film Ready Workshop she attended, in order to become film ready the town would have to do an ordinance which fees can be set or adopt there code of conduct; thanked the borough staff for all of their hard work this week switching out the conference rooms.

At 7:08 PM, Councilman Salnick stepped down from the dais and took a seat as a member of the public.

Mayor Tvrdik gave a status report and recap on the 60 Shore Road Easement request – Mr. Salnick has requested an easement from the Borough for his ramp that falls within the borough's right of way; after discussion Mr. Salnick was directed to reach out to the DEP which he did; was informed by the DEP what he can and can not do; the ramp is in the right of way - a violation with the Borough and the DEP; the DEP confirmed that temporary ramps are viewed the same as a permanent structure and that permits are required; before the steps are taken to obtain the permit, the borough would need to grant the easement now contingent on the DEP approval that the ramp gets put away and it is removable. In summary, Mr. Salnick does not want to waste his time, resources, energy and money to do that process if it's a "no deal" with the borough. Referencing the DEP permit, advised the Council of where the permit stipulates only two jet skis are authorized and the ramp is to be removable and not a fixed structure. Code enforcement sent a violation about operating a commercial fishing charter from the residence and off the residential dock; it is the Mayor's recommendation that clarification be provided by Mr. Salnik as to what the dock is being used for before the Council makes a decision. Council members asked questions and expressed concern that confirmation was needed if the dock was being used appropriately before considering the easement request.

Mr. Salnik appeared and presented his argument as to why the dock was not the Borough's jurisdiction and this was solely about him seeking an easement within the right of way; stated that the dock is 100% in compliance, all fines have been paid and closed out;

removed permanent fixed structure and put in a temporary ramp which did not comply with the DEP; read the email from the DEP outlining the steps prior to filing for the permit; spoke about the issues and mistakes the contractor hired made with building the ramp and stairs; would like to get the GP18 permit, pay the fees and get plans redone. Mayor Tvrdik interjected that the Borough gave him instructions to go back to the DEP, provide the Borough with information and report back so they could make a decision. Mr. Salnick retorted that the Borough took it as an opportunity to call enforcement and assert that he had a commercial fishing business, which "I have never said I do, I operate a charter business in the State of New Jersey".

There was lengthy discussion that continued back and forth reiterating same statements, claims, complaints from public regarding operating a business in residential zone; Mr. Salnick's fishing has grown from a "hobby" to a scaled business and time to move the boat and cliental to any of the marinas that allow around the area; Mr. Salnick's assertion that Shore Road was unique and has other residences that cross the right of ways so he should be allowed to have the easement, he is willing to sign a hold-harmless so there's no liability for the Borough; the Borough's position that they didn't go out of their way to target this or find this – it presented itself during the road program to rebuild Shore Road. Mr. Salnick argued he just wanted to do things the right way and be able to get up to his dock for whatever he uses it for.

Mayor Tvrdik polled each member of Council whether they were inclined to grant the easement that evening, did they need more information. Councilman Keeshen commented he was not inclined to "hitch" the Borough to something that might not be compliant and would like to see the outstanding issues about the dock, the jet skis and boat resolved before granting an easement for everything its associated with. Councilman Gallo pointed out he would like to see his other issue regarding his house resolved before considering the easement. Councilman O'Brien commented that in principle his was okay with the easement but he does want to see that the Borough is not at any risk before going down the path with DEP and there turns out something not right. He would like to have clarification, a final as-built. Councilman Deerin stated he had no issue with granting an easement but agrees with prior Councilpersons comments, that they current issues should be resolved first. Councilwoman Cooper asked questions about the type of dock sought and approved; Mr. Salnick has no jet skis, he built a dock at which various craft could be moored. Mayor Tvrdik read from the DEP permit one of the conditions that states two jet skis are permitted and no other vessels so the Borough would like clarification on that. Councilwoman Cooper asked specific questions regarding the structures measurements, the area of encroachment on the Borough's right of way and if the Council were to approve the easement were there any legal concerns that they should be aware of. Mr. Bayer opined that the permit to construct the dock was premised on jet skis and now there's another use that is being sought by the resident for the easement, he would have concern that the easement granted would be in contravention to the state permit.

In summary, Mayor Tvrdik stated that it sounds like the Council was agreeable to the easement once the questions were addressed and clarification that the site was in compliance with the DEP permit – boat access or jet ski only, or if there was any amendment to the permit.

At 7:47 PM, Councilman Salnick resumed his seat at the dais.

VIII. Clerk's Report: Ms. Smith advised that vote by mail ballots would be going out from the County on Sat. 9/21 and the County Board of Elections is seeking poll workers.

IX. Consent Agenda: Mayor Tvrdik asked if any items needed to be removed. Councilman Keeshen requested that #2024-228 be taken separately. Mayor Tvrdik asked for a motion on the remaining 7 items:

- | | | |
|------------------|----|--|
| #2024-226 | 1. | Resolution authorizing payment of BILL LIST 09-19-2024 |
| #2024-227 | 2. | Resolution authorizing Tax Sale Redemption #23-00002 |
| SEPARATE | 3. | Resolution increasing contract for HVAC Services to Automated Building Controls |
| #2024-229 | 4. | Resolution approving Special Event Permit for Bike New York |
| #2024-230 | 5. | Resolution authorizing purchase of 2 vehicles for Police Dept through State Contract |
| #2024-231 | 6. | Resolution accepting donation of fork lift and truck lift from Little Silver |
| #2024-232 | 7. | Resolution authorizing signatories for TD Bank Municipal Court Account |
| #2024-233 | 8. | Resolution appointing Matthew Rack as a per diem Building/Mechanical Inspector |

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael O'Brien, Councilman
SECONDER:	William Deerin, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Salnick, Cooper

X. Minutes:

1. Mayor & Council - Regular Meeting - Apr 20, 2023 7:00 PM

RESULT:	ACCEPTED [5 TO 0]
MOVER:	William Deerin, Councilman
SECONDER:	Keith Salnick, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Salnick
INELIGIBLE:	Cooper

2. Mayor & Council - Regular Meeting - May 16, 2024 7:00 PM

RESULT:	ACCEPTED [5 TO 0]
MOVER:	Michael O'Brien, Councilman
SECONDER:	Bryan Keeshen, Councilman
AYES:	Gallo, Keeshen, O'Brien, Salnick, Cooper
ABSTAIN:	Deerin

3. Mayor & Council - Regular Meeting - Jun 20, 2024 7:00 PM

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

XI. Resolutions:

- #2024-228** Resolution increasing contract for HVAC Services to Automated Building Controls

RESULT:	ADOPTED [5 TO 0]
MOVER:	Patty Cooper, Councilwoman
SECONDER:	Richard Gallo, Councilman
AYES:	Deerin, Gallo, O'Brien, Salnick, Cooper
ABSTAIN:	Keeshen

- #2024-234** Resolution authorizing solicitation of bids for 2024 Road Program

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Richard Gallo, Councilman
SECONDER:	Keith Salnick, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Salnick, Cooper

- #2024-235** Resolution authorizing solicitation of bids for Allenhurst Ave Bulkhead Project

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Richard Gallo, Councilman
SECONDER:	Keith Salnick, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Salnick, Cooper

- Resolution appointing Fire Police member - Thomas Corsentino, Jr

RESULT:	TABLED [UNANIMOUS]	Next: 10/3/2024 7:00 PM
MOVER:	Richard Gallo, Councilman	
SECONDER:	Michael O'Brien, Councilman	
AYES:	Deerin, Gallo, Keeshen, O'Brien, Salnick, Cooper	

Resolution approving issuance of Liquor License to NLL Trust (Netflix)

RESULT: TABLED [UNANIMOUS]
MOVER: Michael O'Brien, Councilman
SECONDER: Bryan Keeshen, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Salnick, Cooper

Next: 10/3/2024 7:00 PM

XII. First Reading Ordinances - None

XIII. Second Reading & Public Hearing Ordinances:

#1100 Ordinance Amending Chapter 284, Peace and Good Order

#1101 An Ordinance Authorizing Easement Agreement with Netflix for Osprey Nest relocations

Due to a deficiency in the notice, the public hearing for both was rescheduled for October 3, 2024 with new notices to be issued.

XIV. Council Standing Committee Reports:

1. Councilman Deerin, Parks & Recreation – the Summers End party was a success, thanked DPW for keeping the fields and courts clean after the fireworks, Kelle who put together the Summers End Festival, the Fire Department, First Aid and Police, thanked all of the sponsors; Gatta Park the lights are up and running.
2. Councilman Gallo, Public Works & Engineering – Soliciting bids for the 2024 Road Program; leaf pick up program will start in mid-October.
3. Councilman Keeshen, Public Safety – October is Fire Safety Month, thanked the fire department for educating the children in town; Chief Kelly has announced his retirement, the interview process has started for Chief; the First Aid is hosting Bingo, the next date is September 21st; the Hook is having there Pumpkin Fest.
4. Councilman O'Brien, Finance & Administration – no report
5. Councilman Salnick, Health & Human Services - gave an update on the closure of the channel going under the Rumson Bridge.
6. Councilwoman Cooper, Planning & Development – gave an update on the Planning Board, waiting for some applications to be finished so they can be presented to the Board; the Development Review Committee met with Netflix to make sure all paperwork is in, looking to go in front of the Planning Board in November; fire department and first aid squad are running their fund drives, any dollar amount will help; reminded everyone about the Pumpkin Fest and Bingo at the First Aid Squad.

XV. Mayor Tvrdik's Report: Mayor Tvrdik reported that Netflix is starting their applications for demo permits, just under a hundred buildings to be taken down, first meeting in front of the Planning Board will be in November; come out and support the Shore Regional Blue Devils playing against Keyport; field lighting now installed at Gatta Park; spoke to Congressman Pallone about dredging efforts to the back channel on River Street and working with the County on the flooding problem; great job by the Summers End Committee and the DPW crew; E-Bikes have become a problem through out the town, a proposed ordinance has been drafted for review which defines low speed vehicles and electric vehicles; proposing a three step process, first time you get a warning; second time parents pay a fine, bike gets taken away and mandatory court appearance; third time is up to a \$1000 fine and the bike is forfeited; TRWRA Request – Additional Exceptions from Noise Ordinance; Sommers Park is shut down while drilling for new sanitary line, running into some issues and would like to start doing shift work to catch up on time which would be 3pm to 11pm and 11pm to 3am; would like to reach out to the neighbors ASAP and get some input, and see if the majority are good with the shift work; there was discussion amongst the governing body, after which a Resolution was drafted subject to the Mayor's discussion with members of the public and their feedback.

#2024-236 Resolution authorizing additional limited exceptions from the Noise Ordinance for TRWRA Project at Sommers Park

RESULT: ADOPTED [UNANIMOUS]
MOVER: Richard Gallo, Councilman
SECONDER: Keith Salnick, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Salnick, Cooper

XVI. Public Comments: Mayor Tvrdik opened the meeting to comments from the public. The following persons appeared:

- Mark Patterson, 40 Itaska Pl, complimented the Building Department and how accommodating they are to work with, and what a great experience it was to work with them. Also, Jeanne Smith for all of her help with Zoning.
- Fred Filippone, 21 Willow Ct, spoke about the First Aid holding a townwide CPR class on October 5th; expressed interest in

joining the Water Watch Committee and requested information on the meetings.

- Rosanne Letson, 50 Deer Path Court, Tinton Falls, the Historical Committee will be participating in the Monmouth County Clerk's Archives and History Day on October 26th; asked about the signs around town not painted yet; In two years the United States will celebrate her 250th birthday; work has begun towards updating the Oceanport section of the Monmouth County Clerk book; would like to have everyone work on a committee as the Historical Committee can do this by themselves.

- Sal LaRosa, 412 Milton Ave, expressed his concerns on the ordinance for E-Bikes.

As there was no one else from the public, the public comments was closed on a motion by Councilman O'Brien, seconded by Councilman Keeshen.

XVII. Adjournment: As there was no further business, the meeting was adjourned at 8:54 PM on a motion by Councilman Keeshen, seconded by Councilman O'Brien and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

**BOROUGH OF OCEANPORT****MAYOR & COUNCIL****MINUTES • NOVEMBER 7, 2024****Workshop****Clement V. Sommers Municipal Building****7:00 PM****910 Oceanport Way, Oceanport, NJ 07757**

I. **Call to Order & Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2024 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.

II. **Flag Salute, Statement to the Public:** Mayor Tvrdik led attendees and members of the Council in the flag salute.

III. **Roll Call:**

Attendee Name	Title	Status	Arrived
Thomas Tvrdik	Mayor	Present	
William Deerin	Councilman	Present	
Richard Gallo	Councilman	Present	
Bryan Keeshen	Councilman	Absent	
Michael O'Brien	Councilman	Present	
Keith Salnick	Councilman	Late	7:04 PM
Patty Cooper	Councilwoman	Present	
Jeanne Smith	Borough Clerk	Present	
Andrew Bayer	Borough Attorney	Present	
Donna M. Phelps	Administrator	Present	
Catherine D. LaPorta	Chief Financial Officer	Present	
Stephanie Kramer	Deputy Borough Clerk	Present	

IV. **Public Comment on Action Items:** None

V. **Action Items:** To follow in the regular meeting

VI. **Clerk's Report:**

Old Business:

1. Resolution re-appointing Special Conflict Counsel for 60 Shore Road Matters – *discussed and move forward*

New Business:

2. Resolution authorizing payment of BILL LIST 11-07-2024 – *discussed and move forward*
3. Resolution authorizing 2024 budget appropriation transfers – *discussed and move forward*
4. Resolution to amend 2024 budget for FMERA MOU Stormwater Infrastructure Study – *discussed and move forward*
5. Resolution creating a dedicated Trust for the Lead Hazard Control Assistance Fund – *discussed and move forward*
6. Resolution authorizing Tax Sale Redemption #23-00001 – *discussed and move forward*
7. Resolution authorizing refund of overpayment - Block 110.15, Lot 1 – *discussed and move forward*
8. Resolution authorizing Tax Sale Redemption #24-00006 – *discussed and move forward*
9. Resolution authorizing application for Sports Wagering Revenue Tax – *discussed and move forward*
10. Resolution authorizing purchase of fire dept equipment through State Contract– *discussed and move forward*
11. Resolution awarding contract for Trinity Park Improvements Project – *discussed and move forward*
12. Resolution authorizing the purchase of light towers for the Gatta Park parking lot – *discussed and move forward*
13. Resolution authorizing the purchase of outdoor equipment for Trinity Park – *discussed and move forward*
14. Resolution awarding contract to Colliers Engineering - Bid & Specs for Solid Waste & Recycling – *discussed, amended to correct certification of funds, moved forward*

15. Resolution requesting waiver of 390-17(F) - 47 Algonquin Ave – *discussed, amend hold harmless to include language that the curb may be ripped out as part of future road programs, and move forward*
16. Resolution appointments to Boards & Committees, Shade Tree – *discussed and move forward*
17. Resolution approving First Aid Membership - Faigelmein, Freddi – Mayor Tvrdik asked for this item to tabled which was moved on a motion by Councilman Deerin, seconded by Councilman Gallo and approved by the Council
18. Resolution appointing a Violations Clerk for the Court Office – *discussed and move forward*
19. Resolution appointing Milton Zarate to seasonal laborer for the Public Works Dept – *discussed and move forward*
20. Resolution authorizing purchase of hose equipment for fire department – *discussed and move forward*
21. Ordinance requiring lead-based paint inspections for rental dwelling – *discussed and move forward*
22. Fort Monmouth Plan Amendment #21 – Ms. Smith explained in detail and asked the Board for feedback or comments by December 16th.
23. 2024 Best Practices Questions – Ms. LaPorta explained in detail how the points were achieved and how the borough scored 43 out of 46.5 points that could have been earned.
24. Discussion: Sergeant Vacancy, Councilman Keeshen – *discussed and move forward*
25. Discussion: Patrolman Vacancy, Councilman Keeshen – *discussed and move forward*
26. Discussion: 60 Shore Road - Mayor Tvrdik updated the Council on the status of the current settlement agreement and litigation; explained that Mr. Salnik would like to move forward with the easement request for the ramp on his dock which detailed information has been provided to the Council explaining the process with the DEP. Mr. Bayer, Borough Attorney, gave a brief summary to those not familiar with the litigation and the hiring of special council concerning Mr. Salnik.

Minutes:

1. Mayor & Council - Workshop - Oct 3, 2024 7:00 PM - – *discussed and move forward*
2. Mayor & Council - Regular Meeting - Oct 17, 2024 7:00 PM – *discussed and move forward*

VII. Administrator's Report: Ms. Phelps gave an update on the projects going on in the borough; the pool has been filled in and was made possible by funding through a local improvement grant, two of the building in the pool area are being cleaned out and will be used by CBA and Monmouth University for students to place personal belongings, a portion of the building will be used for borough storage, the other building will have new bathrooms; a new playground once the money is allocated in the 2025 budget; we are going out to bid for Trinity Park project; the lighting project at Maria Gatta Park is complete; there are some RFP's that are going out for architectural services to help design and to move forward with Phase 4 of Maria Gatta Park which includes bathrooms, water and electric; second RFP would be for management of the borough's compost facility; due to the holiday it is requested that the December 19th meeting be moved to December 17th; requesting a resolution to hire full time DPW employee Oscar Montenegro effective November 11th; congratulations to our new hires in the Police Department, Patrolman Malik Jenkins and Class Two Special Officers Steve Marcos and Alex Boyce, new Court Violations Officer Kirsten Kately; wishing Chief Mike Kelly a great retirement and congratulations Chief Gary Grimes on being named Chief; a reminder that the Borough's Veterans Day Ceremony will be at Borough Hall on November 11th at 11:00.

VIII. Mayor's Report: Veterans Day Ceremony will be this Monday, wreath placement will be at 10:30 and ceremony at 11:00, Council President Deerin will be speaking in my absence; attended a breakfast at Shore Regional High School with the Veterans and attended the assembly where the Veterans war stories and what it was like to be a Veteran; Netflix will be here Tuesday in front of the Planning Board for the first phase of development; the Holiday Extravaganza will be November 30th which will have vendors, ice skating rink, the Shore Choir, local bands, and the Tree Lighting; attended Chief Kelly's walk out ceremony; met with the DOT about the repairs to Bridgewater Drive train track which will be closed November 14-22 to complete the repairs; wished everyone a Happy Thanksgiving.

IX. Public Comment: Mayor Tvrdik opened the meeting to comments from the public.
 - Rosanne Letson, 50 Deer Path Rd, Tinton Falls, provided an update on the Historical Committee's activities, representation on behalf of the Borough at the Monmouth County Clerk's Archives & History Day, presentation boards prepared, credited Frank Barricelli for his special contributions and the purchase of more than 200 historical postcards of different sites around the borough.

- Keith Salnick, 60 Shore Road, opined at length concerning the resolution re-appointing Mr. Anderson and the ongoing litigation concerning the non-compliance of his dwelling related to the flood damage prevention ordinance.

As there was no one else from the public, public comments was closed on a motion by Councilman O'Brien, seconded by Councilman Gallo.

- X. **Adjourn to Executive Session:** At 8:23 PM Councilman O'Brien made a motion to adopt the resolution to enter Executive Session which was seconded by Councilman Salnick and received the following roll call.

#2024-259 Resolution authorizing an Executive Session, November 7, 2024

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael O'Brien, Councilman
SECONDER:	Keith Salnick, Councilman
AYES:	Deerin, Gallo, O'Brien, Salnick, Cooper
ABSENT:	Keeshen

- XI. **Return from Executive Session:** At 8:43 PM, the Regular Meeting was re-opened on a motion by Councilman O'Brien, seconded by Councilman Deerin with the following roll call: PRESENT: Cooper, Deerin, Gallo, O'Brien, Salnick, Tvrdik

- XII. **Adjournment:** As there was no further business, the meeting was adjourned at 8:44 PM on a motion by Councilwoman Cooper, seconded by Councilman Gallo and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

**BOROUGH OF OCEANPORT****MAYOR & COUNCIL****MINUTES • NOVEMBER 7, 2024****Regular Meeting****Clement V. Sommers Municipal Building****7:30 PM****910 Oceanport Way, Oceanport, NJ 07757**

- I. **Call to Order:** Mayor Tvrdik called the meeting to order at 8:44 PM
- II. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2024 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.
- III. **Flag Salute, Statement to the Public:** Police Chief Gary Grimes led attendees and members of the Mayor & Council in the flag salute.
- IV. **Roll Call:**

Attendee Name	Title	Status
Thomas Tvrdik	Mayor	Present
William Deerin	Councilman	Present
Richard Gallo	Councilman	Present
Bryan Keeshen	Councilman	Absent
Michael O'Brien	Councilman	Present
Keith Salnick	Councilman	Present
Patty Cooper	Councilwoman	Present
Jeanne Smith	Borough Clerk	Present
Andrew Bayer	Borough Attorney	Present
Donna M. Phelps	Administrator	Present
Catherine D. LaPorta	Chief Financial Officer	Present
Stephanie Kramer	Deputy Borough Clerk	Present

- V. **PUBLIC COMMENT - Action Items Only:** Mayor Tvrdik opened the meeting for public comment on action items only. Ms. Smith advised of additional items added to the Agenda from Workshop & Executive Session.

Mark Patterson, Itaska Place, asked for additional details concerning the resolution to acquire land for open space acquisition. Mayor Tvrdik provided the resolution's details including location, purchase price, grant funding availability.

As no one else from the public appeared that portion of the meeting was closed on a motion by Councilman Deerin, second by Councilman Salnick.

- VI. **Consent Agenda:** Ms. Smith stated there were 19 items on Consent with #16 being tabled during the workshop. With Consent of Council, four items from Workshop were added for a total of 22 items.

- #2024-260** 1. Resolution authorizing payment of BILL LIST 11-07-2024
- #2024-261** 2. Resolution authorizing 2024 budget appropriation transfers
- #2024-262** 3. Resolution to amend 2024 budget for FMERA MOU Stormwater Infrastructure Study
- #2024-263** 4. Resolution creating a dedicated Trust for the Lead Hazard Control Assistance Fund
- #2024-264** 5. Resolution authorizing Tax Sale Redemption #23-00001
- #2024-265** 6. Resolution authorizing refund of overpayment - Block 110.15, Lot 1
- #2024-266** 7. Resolution authorizing Tax Sale Redemption #24-00006
- #2024-267** 8. Resolution authorizing application for Sports Wagering Revenue Tax
- #2024-268** 9. Resolution authorizing purchase of fire dept equipment through State Contract
- #2024-269** 10. Resolution awarding contract for Trinity Park Improvements Project

- | | | |
|-----------|-----|--|
| #2024-270 | 11. | Resolution authorizing the purchase of outdoor equipment for Trinity Park |
| #2024-271 | 12. | Resolution authorizing the purchase of light towers for the Gatta Park parking lot |
| #2024-272 | 13. | Resolution awarding contract to Colliers Engineering - Bid & Specs for Solid Waste&Recycling |
| #2024-273 | 14. | Resolution requesting waiver of 390-17(F) - 47 Algonquin Ave |
| #2024-274 | 15. | Resolution appointments to Boards & Committees, Shade Tree |
| #2024-276 | 16. | Resolution appointing a Violations Clerk for the Court Office |
| #2024-277 | 17. | Resolution appointing Milton Zarate to seasonal laborer for the Public Works Dept |
| #2024-278 | 18. | Resolution authorizing purchase of hose equipment for fire department |
| #2024-281 | 19. | Resolution approving contracts for land acquisition for open space preservation |
| #2024-282 | 20. | Resolution promoting Daniel Petrucelli to Sergeant in the Oceanport Police Department |
| #2024-283 | 21. | Resolution appointing Malik Q. Jenkins as Patrolman I |
| #2024-284 | 22. | Resolution promoting Oscar Montenegro to full time laborer for the Public Works Dept |

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael O'Brien, Councilman
SECONDER:	Patty Cooper, Councilwoman
AYES:	Deerin, Gallo, O'Brien, Salnick, Cooper
ABSENT:	Keeshen

VII. Minutes:

1. Mayor & Council - Workshop - Oct 3, 2024 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Patty Cooper, Councilwoman
SECONDER:	William Deerin, Councilman
AYES:	Deerin, Gallo, O'Brien, Salnick, Cooper
ABSENT:	Keeshen

2. Mayor & Council - Regular Meeting - Oct 17, 2024 7:00 PM

RESULT:	ACCEPTED [4 TO 0]
MOVER:	Richard Gallo, Councilman
SECONDER:	Michael O'Brien, Councilman
AYES:	Gallo, O'Brien, Salnick, Cooper
ABSTAIN:	Deerin
ABSENT:	Keeshen

VIII. Resolutions:

- #2024-275 Resolution approving First Aid Membership - Faigelmeim, Freddi

RESULT:	TABLED [UNANIMOUS]
MOVER:	William Deerin, Councilman
SECONDER:	Richard Gallo, Councilman
AYES:	Deerin, Gallo, O'Brien, Salnick, Cooper
ABSENT:	Keeshen

#2024-279 Resolution re-appointing Special Conflict Counsel for 60 Shore Road Matters. Ms. Smith read the resolution in full at the request of Mayor Tvrdik.

RESULT: ADOPTED [4 TO 0]
MOVER: William Deerin, Councilman
SECONDER: Patty Cooper, Councilwoman
AYES: Deerin, Gallo, O'Brien, Cooper
ABSENT: Keeshen
RECUSED: Salnick

#2024-280 Resolution confirming SLEO appointments to the Police Department

RESULT: ADOPTED [UNANIMOUS]
MOVER: Patty Cooper, Councilwoman
SECONDER: Keith Salnick, Councilman
AYES: Deerin, Gallo, O'Brien, Salnick, Cooper
ABSENT: Keeshen

IX. First Reading Ordinances:

#1103 Introduction of Ordinance requiring lead-based paint inspections for rental dwelling

Councilwoman Cooper called for the introduction of "AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 64 "VEHICLES & TRAFFIC " AS AMENDED AND SUPPLEMENTED, PERTAINING TO LOW-SPEED ELECTRIC VEHICLES" and then asked the Clerk to read the proposed ordinance by title only, after which Councilwoman Cooper moved to approve the Ordinance upon first reading and to hold the PUBLIC HEARING on the proposed ordinance at the Council meeting of December 5, 2024 and to advertise same in accordance with the law, which was seconded by Councilman Deerin.

RESULT: APPROVED OF FIRST READING [UNANIMOUS] **Next: 12/5/2024 7:00 PM**
MOVER: Patty Cooper, Councilwoman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, O'Brien, Salnick, Cooper
ABSENT: Keeshen

X. Second Reading & Public Hearing Ordinances:

#1102 Ordinance Amending Chapter 64 "Vehicles & Traffic" pertaining to Low Speed Electric Vehicles

Councilwoman Cooper called for the 2nd reading and Public Hearing of an ordinance amending the Property Maintenance Ordinance for rental/resale certificates and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only "AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 64 "VEHICLES & TRAFFIC " AS AMENDED AND SUPPLEMENTED, PERTAINING TO LOW-SPEED ELECTRIC VEHICLES" was published one time in the Two River Times on October 24, 2024.

PUBLIC HEARING: Mayor Tvrdik opened the meeting for public comment for this ordinance. As no one from the public presented to be heard, the public hearing was closed on a motion by Councilman O'Brien and seconded by Councilman Gallo.

Councilwoman Cooper motioned to adopt the ordinance and advertise in accordance with law, seconded by Councilman O'Brien.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Patty Cooper, Councilwoman
SECONDER: Michael O'Brien, Councilman
AYES: Deerin, Gallo, O'Brien, Salnick, Cooper
ABSENT: Keeshen

XI. Council Standing Committee Reports:

1. Councilman Deerin, Parks & Recreation – Reported on items including upcoming Christmas spectacular, commended Ms. Burrough on excellent job coordinating vendors; trunk or treat event very well – thanked Ms. Burrough, First Aid, OEM, Fire for their participation; parks continue to look great thanks to DPW; thanked outgoing Chief Michael Kelly and wished him the best in his retirement and welcomed Chief Grimes to his new position and look forward to working with him.

2. Councilman Gallo, Public Works & Engineering – Reported on items including 2023 road program is complete; welcomed Oscar Montenegro on board full time with Public Works; congratulated Councilpersons Cooper, Deerin and O'Brien on their re-election; commented on an encounter with an e-bike that was dangerous in relation to the new ordinance.
3. Councilman Keeshen, Public Safety – Absent. Mayor Tvrdek urged residents to be mindful of driving at safe speed with daylight savings now in effect; keep doors locked as there are still reports of car thefts occurring in the area.
4. Councilman O'Brien, Finance & Administration – Reported that work on the 2025 municipal budget has begun; reports issued to departments for preparations; commended efforts on the Best Practices review that ensures eligibility for 100% of the Borough's state aid; Gatta Park revenues to-date are \$475,000 – tremendous success; and court revenues have increased since last year allowing an about break-even versus last year's deficit; shared services for courts with West Long Branch and Sea Bright have enabled greater flexibility generating revenues for the Borough; congratulated Councilpersons Deerin and Cooper on re-election and thanked the public for the support and validation; wished Mike Kelly a great retirement and welcomed Chief Grimes.
5. Councilman Salnick, Health & Human Services – No report
6. Councilwoman Cooper, Planning & Development – Reported that Netflix will be appearing before the Planning Board, provided details for the meeting date/time and encouraged the public to attend; congratulated Mike Kelly on his retirement and Chief Grimes as well as all the new hires. Extended wishes for a Happy Thanksgiving.

XII. Mayor Tvrdek's Report: Mayor Tvrdek congratulated Councilpersons Cooper, Deerin and O'Brien on their re-election, welcomed back Milton Zarate, congratulated Oscar Montenegro on his promotion to full-time status, congratulated new officers and Chief Grimes as well as Kearstyn Catley in the court office. Concerning the schools, teacher of the year nominations, provided details on upcoming parent-teacher conferences.

XIII. Public Comments: Mayor Tvrdek opened the meeting to comments from the public. The following persons appeared: As there was no one else from the public, the public comments was closed on a motion by Councilman O'Brien, seconded by Councilman Gallo.

60 SHORE ROAD

Mayor Tvrdek summarized the request by this property owner for a lease agreement and polled the Council on whether to take action that evening or at a future meeting; polled eligible Council members with a majority deciding to table the discussion until matters of concern expressed previously are addressed. Councilman Salnick asked for discussion on the item and was told by Mayor Tvrdek that would take place at the December 5th meeting.

XIV. Adjournment: As there was no further business, the meeting was adjourned at 9:10 PM on a motion by Councilman Gallo, seconded by Councilman O'Brien and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES • DECEMBER 5, 2024

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

- I. **Call to Order:** Mayor Tvrdik called the meeting to order at 7:15 PM due to technological difficulties.
- II. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2024 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.
- III. **Flag Salute, Statement to the Public:** Mayor Tvrdik led attendees and members of the Council in the flag salute.

IV. **Roll Call:**

Attendee Name	Title	Status
Thomas Tvrdik	Mayor	Present
William Deerin	Councilman	Present
Richard Gallo	Councilman	Present
Bryan Keeshen	Councilman	Present
Michael O'Brien	Councilman	Present
Keith Salnick	Councilman	Absent
Patty Cooper	Councilwoman	Present
Jeanne Smith	Borough Clerk	Absent
Andrew Bayer	Borough Attorney	Present
Donna M. Phelps	Administrator	Present
Catherine D. LaPorta	Chief Financial Officer	Present

- V. **Public Comment on Action Items:** Mayor Tvrdik opened the meeting for public comments on Action Items only, hearing none, that portion of the meeting was closed.

VI. **Action Items Taken as Consent Agenda:**

- #2024-285 Resolution setting the date for the 2025 Reorganization Meeting
- #2024-286 Resolution authorizing payment of BILL LIST 12-05-2024
- #2024-287 Resolution authorizing Tax Sale Redemption #23-00013
- #2024-288 Resolution authorizing Tax Sale Redemption #21-00004
- #2024-289 Resolution authorizing Tax Sale Redemption #24-00010
- #2024-290 Resolution authorizing Tax Sale Redemption #24-00005
- #2024-291 Resolution amending the 2024 Meeting Schedule
- #2024-292 Resolution confirming Mayor's appointment of Electrical Subcode Michael Horton
- #2024-293 Resolution appointment of Malik Q. Jenkins as Patrolman I (corrected)
- #2024-294 Resolution authorizing an Interlocal Agreement with OPBOE for Class III SLEOs
- #2024-295 Resolution authorizing an agreement with Shore BOE for Student Transportation 2024-2025
- #2024-296 Resolution authorizing purchase of fire dept equipment through State Contract
- #2024-297 Resolution authorizing agreement with Eatontown for Brush Compost 2025-2026
- #2024-298 Resolution authorizing an exception of Chapter 267 "Noise" for Trinity Park Project
- #2024-299 Resolution authorizing contract for fertilization services
- #2024-300 Resolution accepting resignation of Thomas Pullaro
- #2024-302 Resolution authorizing competitive contracting for 2025 services
- #2024-303 Resolution authoring shared service for purchase of vehicles from Borough of Rumson

#2024-304 Resolution authorizing a Shared Service for financial and tax collector services to Monmouth Beach

#2024-305 Resolution authorizing 2024 budget appropriation transfers

RESULT: ADOPTED [UNANIMOUS]
MOVER: Patty Cooper, Councilwoman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Cooper
ABSENT: Salnick

VII. Action Items Taken Separate:

#2024-301 Resolution concerning Fort Monmouth Reuse Plan Amendment #21: Mayor Tvrdik summarized the plan amendment, recommendation by the Planning Board. Zoning/Construction will be monitoring the types of uses and parking demands for same. The developer sought to extend liquor license across the site but some of the buildings were not permitted for that use under the FMERA Reuse Plan. There was discussion on how the liquor license could be used across the site amongst different subleases.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Patty Cooper, Councilwoman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Cooper
ABSENT: Salnick

VIII. FIRST READING ORDINANCES:

#1104 An Ordinance Setting Salary Ranges for Various Positions

Councilwoman Cooper called for the introduction of "**AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY SETTING FORTH AND AMENDING THE SALARY RANGES OF CERTAIN BOROUGH OFFICERS AND BOROUGH EMPLOYEES PASSED AND APPROVED MARCH 16, 1939 AND LAST REVISED AND APPROVED ON APRIL 19, 2024**" and then asked the Clerk to read the proposed ordinance by title only, after which Councilwoman Cooper moved to approve the Ordinance upon first reading and to hold the PUBLIC HEARING on the proposed ordinance at the Council meeting of December 17, 2024 and to advertise same in accordance with the law, which was seconded by Councilman Keeshen.

RESULT: APPROVED OF FIRST READING [UNANIMOUS] Next: 12/17/2024 7:00 PM
MOVER: Patty Cooper, Councilwoman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Cooper
ABSENT: Salnick

IX. PUBLIC HEARING & SECOND READING ORDINANCES:

#1103 Ordinance requiring lead-based paint inspections for rental dwelling

Councilwoman Cooper called for the 2nd reading and Public Hearing of an ordinance requiring inspections for lead free certification and fee and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only "**AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY REQUIRING LEAD-BASED PAINT INSPECTIONS FOR LEAD-FREE CERTIFICATION AND FEE AS PART OF THE RENTAL CERTIFICATE APPLICATION PROCESS**" was published one time in the Two River Times on November 14, 2024.

PUBLIC HEARING: Mayor Tvrdik opened the meeting for public comment for this ordinance. As no one from the public presented to be heard, the public hearing was closed on a motion by Councilman Deerin and seconded by Councilman Gallo.

Councilwoman Cooper motioned to adopt the ordinance and advertise in accordance with law, seconded by Councilman O'Brien.

SULT:	ADOPTED [UNANIMOUS]
MOVER:	Patty Cooper, Councilwoman
SECONDER:	Michael O'Brien, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Cooper
ABSENT:	Salnick

X. Administrator's Report:

1. Discussion: Membership in the Cranford Police Co-operative Pricing System - Ms. Phelps discussed the opportunity for the Police Department to participate in the Cranford Police Cooperative Pricing system which would provide them with an additional avenue to get the best pricing on vehicles and potentially faster. It will not require any membership cost to the Borough and with no objections would be added to the next meeting for action.
2. Status of Sports Wagering Revenue - Ms. Phelps reported that she had submitted the application to the State to obtain the Borough's available share of sports wagering funds in the amount of \$197,316.
3. American Rescue Act Funding - Ms. Phelps reported that close out of the grant funding was due by January 31, 2025; all funds had been spent or obligated. First round was used for tidal check valve project. Remaining funds were used to purchase ambulances from Little Silver and Rumson for the First Aid Squad, a chest compression system for First Aid, a portion of the new fire truck including hosing, trailer for OEM and new light towers for Maria Gatta Park.

XI. Mayor's Report: Mayor Tvrdik commented on the resignation of Thomas Pullaro and expressed thanks for his 25 years of service to the police department and summarized his years of service. He will be greatly missed.

Mayor Tvrdik congratulated Aviana Cameron on her 2nd place for the Photo Contest held by the Monmouth County Clerk Archives.

Mayor Tvrdik reported that Netflix received its first approval for Phase I from the Planning Board after 2 meetings, complimented the Board members and their diligent attention to the application; professionals; and the Applicant's attention to the public's concerns and questions. He further reported on continued progress with plans to demolish vacant buildings.

He along with Councilmen Keeshen and O'Brien met with representatives for the Monmouth Park development project; some changes to the plan; stressed the importance of the egress and ingress along with safety concerns. Plans are to break ground on the housing portion of the project following the 2025 Haskell Invitational. There are also discussions with the sports groups regarding other uses for the project.

Mayor Tvrdik recognized Councilman Deerin, the Recreation Committee and Rec Coordinator Kelle Burrough on a very successful event for the Holiday Extravaganza which had nearly 1000 visitors during the 4hr period. Plans for next year are already underway. He also recognized sponsors the Butcher Block, Mike Abboud and his team from Tetherview for all their efforts and support and Ms. Phelps for her role with the pipes and drum along with resident Sean Burrough.

XII. Public Comment: Mayor Tvrdik opened the meeting to comments from the public, there being none, that portion of the meeting was closed.

XIII. Adjournment: As there was no further business, the meeting was adjourned at 7:37 PM on a motion by Councilwoman Cooper and second by Councilman Gallo with all in favor.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN FMERA AND THE BOROUGH OF
OCEANPORT FOR ENGINEERING SERVICES RELATED TO PREPARATION OF BID SPECIFICATION
AND BIDDING SERVICES FOR THE DEMOLITION OF BUILDINGS 814, 815, 820, 822, 826 & 830 ON
THE MAIN POST ON FORT MONMOUTH LANDS**

Resolution #2024-312

12/17/24

WHEREAS, the Fort Monmouth Economic Revitalization Authority (FMERA) has need for engineering services for the preparation of bid specifications and bidding services for the demolition of Buildings 814, 815, 820, 822, 826 and 830 on the Main Post of Fort Monmouth, NJ, to support FMERA's redevelopment of the Main Post Property; and

WHEREAS, the Borough of Oceanport will provide for the engineering and related services for this project through a Memorandum of Understanding (MOU) with FMERA, subject to approval of the Attorney General's Office and attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Oceanport authorize the Mayor and Clerk to sign and effectuate said MOU for engineering services for the preparation of bid specifications and bidding services for the demolition of Buildings 814, 815, 820, 822, 826 and 830 on the Main Post of Fort Monmouth, NJ, to support FMERA's redevelopment of the Main Post Property in concert with the approval and signature by FMERA.

BE IT FURTHER RESOLVED that the Borough Clerk forward a certified copy of this resolution along with the executed MOU to FMERA's Executive Director for approval and execution.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated the _____ day of _____ 2024, will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority ("FMERA") and the Borough of Oceanport (the "Borough") regarding the interagency agreement to fund the following items: the asbestos abatement (including removal, monitoring, and associated reporting), demolition, and site restoration activities (including preparation of all applications and associated, prerequisite environmental, engineering services and demolition permits) for Buildings 814, 815, 820, 822, 826 and 830 located on the Main Post of Fort Monmouth. FMERA and the Borough are collectively referred to herein as the "Parties."

WHEREAS, on April 24, 2024, FMERA and the Borough entered into a Memorandum of Understanding to contract for the civil and environmental engineering services with regard to the preparation of demolition plans and specifications, abatement, demolition and site improvements (including preparation of certain applications and associated prerequisite surveying, environmental and engineering services) for Buildings 814, 815, 820, 822, 826 and 830 located on the Main Post of Fort Monmouth (Civil and Environmental Engineering Services MOU) in the Project Sites as identified therein; and

WHEREAS, on October 21, 2024, FMERA received estimated costs, "Specifications for Asbestos Abatement and Demolition for the Project site containing Buildings 814, 815, 820, 822, 826 and 830," and a proposal for professional engineering, surveying and construction observation services associated with the asbestos abatement and demolition of buildings 814, 815, 820, 822, 826 and 830 from the Borough's engineer, Colliers Engineering and Design ("Colliers"); and

NOW THEREFORE, the Parties enter into this MOU to reflect the mutual understanding of the Parties relative to the Project (defined in Section 3 of this MOU) for the abatement and demolition of Buildings 814, 815, 820, 822, 826 and 830 and the associated site restoration activities.

1. **Incorporation of Recitals.** The Parties hereto agree that the statements contained in the foregoing recital be and are hereby incorporated into this MOU as if more fully set forth herein at length.
2. **Incorporation of Plans.** Colliers's specifications for the Project, entitled "Specification for Asbestos Abatement and Demolition of FMERA Buildings 814, 815, 820, 822, 826 and 830" (hereinafter "the Plans"), and dated August 2024, are hereby incorporated into this MOU as if more fully set forth herein at length. The Plans are attached to this MOU as **Exhibit A**. Any future amendment to the Plans shall be effective upon mutual agreement by the Parties expressed in writing.
3. **The Project.** The Project consists of the Borough's retention of the Borough's engineer, Colliers, for the abatement and demolition of Buildings 814, 815, 820, 822, 826 and 830 located on the Project Site (as defined in Section 4 below). Colliers's services shall include: bidding services for abatement and demolition contracts and the oversight and completion of the following tasks: removal of all asbestos containing materials (both friable and non-friable materials) from the interior and exterior sections of Buildings 814, 815, 820, 822, 826 and 830, asbestos abatement monitoring and reporting, post asbestos abatement review and the issuance of a final report, the collection, packaging, labeling, and disposal of universal wastes and other hazardous materials found at Buildings 814, 815, 820, 822, 826 and 830 to identified waste management facilities, potential removal of an underground storage tank, proper termination/abandonment (cut and capping)/deenergizing of existing utilities prior to commencement of demolition activities, all demolition work and the final restoration (i.e. grading, top soiling, and seeding) of the Project Site. Colliers shall conduct a public bidding process for abatement and demolition services. All bids shall be consistent with the Plans prepared by Colliers, attached hereto as **Exhibit A**. Starting a month after selection of the bidder, Colliers shall prepare and submit to the Parties a weekly summary reporting the status of the Project. The goal of the Project is to facilitate a competitive bidding process for the selection a qualified subcontractor to enter into an abatement and demolition contract ("Abatement and Demolition Contract") to commence and successfully complete the work at the Project Site in the most cost-effective manner possible, with oversight from Colliers.
4. **Project Site(s):** The Project Site is located within the boundaries of the Main Post Area of Fort Monmouth.

The Project Site includes Buildings 814, 815, 820, 822, 826 and 830 (a portion of Block 301, Lot 1), a map of which is attached hereto as **Exhibit B**.

5. FMERA's Role and Responsibilities: FMERA will be responsible for performing the following tasks under this MOU:

- a. Pay the costs of the Project to the Borough, not to exceed One Hundred Ninety-Five Thousand Seven Hundred ninety-five (\$195,795.00) Dollars "Project Funds," which is inclusive of costs for professional engineering, surveys, and construction observation services, attached hereto as **Exhibit C**, and the estimate for demolition, attached as **Exhibit D**.
- b. In consultation with Colliers, FMERA will review and approve the Plans as prepared by Colliers and as attached hereto, and any modification thereof, for public bidding in accordance with Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq).
- c. Grant to the Borough and its consultants and contractors a license to enter the Project Site of Fort Monmouth as needed to perform the Project, and as set forth below in section 8(c).
 - i. Each contract that the Borough enters into for the Project shall include provisions that the consultant or contractor will: (i) indemnify and hold FMERA and the Borough harmless against any and all claims related to or arising out of said consultant or contractor entering upon Fort Monmouth; and (ii) require the consultant/contractor to maintain adequate insurance coverage.
- d. Provide the Borough with copies of plans, drawings, reports and any other available information related to the Project Site, infrastructure and buildings to the extent such plans, drawings, reports and information are available to FMERA.
- e. Provide the Borough with a Notice to Proceed.
- f. FMERA hereby confirms to the Borough that FMERA is holding One Hundred Ninety-Five Thousand Seven Hundred ninety-five (\$195,795.00) Dollars (the "Project Funds") for the payment of Project costs and expenses.
 - i. In the event the amount due to the Borough's contractor for the work described in Paragraph 2 is expected to be greater than One Hundred Ninety-Five Thousand Seven Hundred ninety-five (\$195,795.00) Dollars, the Borough will notify FMERA that additional Project Funds are required. Any increase in the cost beyond ten (10%) percent of the Project Funds is subject to FMERA's Board approval.

6. The Borough's Role and Responsibilities: The Borough will be responsible for the following tasks under this MOU:

- a. **Project Funds:** The Borough shall use Project Funds disbursed by FMERA to the Borough to pay the costs of contractors and consultants hired to complete the Project. The Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Project.
- b. **Contractors and Consultants:** The Parties acknowledge that the Borough has retained and entered into agreements and contracts with Colliers to assist in connection with the Project. In the event it becomes necessary or appropriate to replace Colliers, and to the extent allowable and consistent with applicable selection procedures, the Parties will jointly approve the selection of any replacement consultant or contractor prior to contract execution; including, but not limited to, having a FMERA representative as a member of the consultant/contractor selection committees. Any and all contracts with consultants or contractors entered into by the Borough in connection with the Project shall be advertised, solicited and selected by the Borough in accordance with applicable procurement requirements. FMERA authorizes the Borough to direct Colliers to begin and complete Project work

under the terms set forth herein.

- c. **Project Schedule:** The proposed Project Schedule provided by selected bidder shall be consistent with Colliers's project timeline, as further described within the attached Plans.
 - d. **Project Deliverables:** Before awarding the Abatement and Demolition Contract, Colliers, on behalf of the Borough of Oceanport, shall, in consultation with FMERA, review the public bids for compliance with the Local Public Contracts Law and award the contract in accordance with the same. The Borough in consultation with Colliers shall provide FMERA with electronic copies of all documents provided by each of the bidders prior to the selection of a subcontractor, both in original software formats and PDF versions all of documents.
 - i. Abatement and Demolition Contract. The Parties acknowledge that Colliers, on behalf of the Borough of Oceanport, will enter into a contract(s) with the lowest responsible bidder for the Project as required by the Local Public Contracts Law. Any and all contracts with consultants or contractors entered into by Colliers in connection with the Project shall be publicly advertised, solicited and selected by Colliers in accordance with the Local Public Contracts Law.
 - ii. All requests for bids will state that any award of the contract shall be subject to the availability of FMERA funds. No contract will be awarded unless and until FMERA has deposited all the Project Funds required to complete work at the Project Site pursuant to Section 7 below.
 - iii. In the event the contract price for the Project should exceed the Project Cost, each Party reserve the right to reject all bids as exceeding the estimate in accordance with the Local Public Contracts Law.
 - e. **Project exceptions:** FMERA shall notify the Borough if any/all of the Project work is to be completed outside of this MOU. Upon notification of FMERA utilizing an alternate means to complete the work, the Borough shall incur no additional costs and return any unused monies under this agreement to FMERA.
 - f. **Approvals:** The Borough, through its consultants and contractors, will obtain any and all permits and approvals needed to complete the Project and the services associated with the Project.
 - g. **Prevailing Wage Requirement:** The Borough shall enter into, or direct Colliers to enter into, contracts that provide that each worker employed on the Project shall be paid not less than the prevailing wage rate for worker's craft or trade, as determined by the Commissioner of Labor and Workforce Development pursuant to N.J.S.A. 34:11- 56.25.
 - h. **Compliance with Law:** The Borough will oversee the work of its consultants and contractors to have work performed in a safe and professional manner and in accordance with any and all applicable rules, regulations, ordinances, statutes, laws and requirements of any governmental office having jurisdiction over the Project.
7. **Compensation and Payment:** In accordance with Section 6.a. above, FMERA shall provide 100% of Project Funds to the Borough to be kept in escrow and utilized as necessary to complete the Project. The Borough is not entitled to any fee or charge for its role in awarding, overseeing and administering the Abatement and Demolition Contract. However, the Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Abatement and Demolition Contract, including any and all permit fees, license fees, demolition observation engineering fees and such attorney's fees as are related to the administration of the abatement and demolition. The Borough will return to FMERA upon completion of the Project any amount of the Project Funds that are not expended for the Project.
8. **Additional Provisions:**
- a. **Environmental Liability:** It is expressly understood that this MOU and all subsequent, associated agreements will not obligate the Borough to incur any liability for any known or unknown

environmental conditions that existed at or on Fort Monmouth.

- b. **Sufficient Funds:** It is agreed that nothing in this Memorandum of Understanding shall obligate or require the Borough to enter into or continue any agreement or contract for the Project or to expend the Borough personnel time or other administrative costs for the Project unless sufficient funds are readily available to the Borough for expenses that would be incurred in connection with the Project. The Borough shall at all times have the right to terminate or discontinue any agreement, contract or work for the Project if the Borough determines that sufficient funds are not readily available to the Borough for the expenses that would be incurred in connection with the Project.
- c. **Right of Entry and License:** Subject to the terms and conditions set forth in sub-paragraph 5(c) above, this MOU constitutes a license from FMERA to the Borough, its employees, officers, agents, consultants, contractors and subcontractors for access to the Project Site and abutting areas of Fort Monmouth in order to carry out the Project. Any and all consultants, contractors, and subcontractors hired by the Borough who enters upon the Project Site shall: (i) indemnify and hold FMERA and the Borough harmless from any and all claims related to or arising from said sub/consultant or sub/contractor entering Fort Monmouth; and (ii) maintain adequate insurance coverage.
- d. **Other Approvals:** Each Party will obtain all applicable governmental approvals, permits, and authorizations necessary to effectuate their respective responsibilities under this MOU.
- e. **Commencement and Duration:** This MOU will commence immediately upon execution by the Parties. Unless terminated earlier, this MOU shall remain in effect for three (3) years from the date and year first written above and may be amended by a writing executed by the Parties.
- f. **Amendments:** This MOU may be amended in a writing executed by the Parties.
- g. **Termination:** Any Party shall have the right to terminate this Memorandum of Understanding upon written notice to the other party. Upon termination, the Borough shall make reasonable efforts not to incur any additional expenses or administrative costs; provided, however, the Borough shall be permitted to continue to use the Project Funds to pay for any expenses or fees actually incurred in connection with the Project.
- h. **Notices:** All notices required to be served or given hereunder shall be in writing and will be deemed given when received by personal delivery, by an overnight delivery service which issues a receipt from delivery, or three business days after having been mailed by certified mail, return receipt requested, and addressed as follows:

 If to the Borough of Oceanport:
 Borough of Oceanport
 910 Murphy Drive
 Oceanport, New Jersey 07757
 Attention: Donna Phelps, Borough Administrator

 If to FMERA:
 Fort Monmouth Economic Revitalization Authority
 P.O. Box 267
 Oceanport, New Jersey 07757
 Attention: Kara Kopach, Executive Director
- i. **Titles and Headings:** Titles and headings are included for convenience only and shall not be used to interpret the MOU.

The foregoing correctly reflects the Parties' understanding and intent.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be duly executed and delivered as of the date and year first above written and by so executing, represent and warrant they have the authority to do so.

ATTEST

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY

Kara Kopach
Executive Director

ATTEST

BOROUGH OF OCEANPORT

Jeanne Smith
Borough Clerk

Thomas J. Tvrđik
Mayor

EXHIBIT B

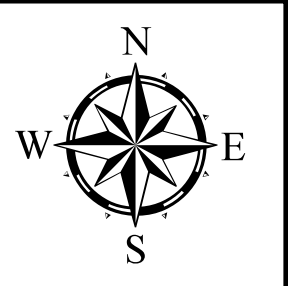


EXHIBIT A
EATONTOWN HOUSING PARCEL DEMO
FORT MONMOUTH
MAIN POST
OCEANPORT NJ

For reference purposes only.
Subject to formal survey.
May not account for all existing or
future rights-of-way, easements or
potential environmental issues.

FILE: W:\KDPantes\GIS\KDPantes\ET_Housing_Demo_Exhibit_03-01-24.mxd, 3/1/2024, Coordinate System: NAD 1983 StatePlane New Jersey EPS 2900 Feet

EXHIBIT C

101 Crawfords Corner Road
Suite 3400
Holmdel, New Jersey 07733
Main: 877 627 3772
colliersengineering.com



November 26, 2024

VIA EMAIL

Mayor and Council Members
Borough of Oceanport
910 Oceanport Way
P.O. Box 370
Oceanport, NJ 07757

Proposal for Professional Services
Buildings 814, 815, 820, 822, 826, & 830 Demolition
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Proposal No.: OPB-0181D

Dear Mayor and Council Members,

Colliers Engineering & Design, Inc. (CED) is pleased to submit this proposal for professional engineering, surveying and construction observation services associated with the Asbestos Abatement and Demolition of Buildings 814, 815, 820, 822, 826, & 830 at Fort Monmouth, in Oceanport, New Jersey.

This proposal is divided into four sections as follows:

- Section I** – Scope of Services
- Section II** – Business Terms and Conditions
- Section III** – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV** – Client Contract Authorization

The order in which the following scope of services is presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design (CED) to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 ABATEMENT MONITORING

Our office will provide an industrial hygiene technician (such as an individual accredited by USEPA or a state entity) to observe the asbestos abatement contractor and to collect the daily air samples and final clearance samples only in Buildings 814 and 826 which will be demolished. Daily monitoring



samples will be analyzed for asbestos via phase contrast microscopy (PCM) and final clearance samples will be analyzed via transmission electron microscopy (TEM). All analyses will be completed on a one-day turnaround. The cost provided below presumes up to forty five (45) days at Buildings 814 and 826 with up to three hundred twenty (320) PCM samples and ten (10) TEM samples.

The specifications will require the contractor to complete the abatement, including reaching clearance levels within forty five (45) working days. If the contractor exceeds the time frame, they will be responsible for the additional monitoring at \$1,000/day and lab fees of \$20/PCM and \$185/TEM, to reimburse CED for the additional services beyond the allotted time frame.

CED will monitor the removal of Universal Waste from all buildings in accordance with the Specifications.

The contractor-provided abatement documentation will be reviewed for regulatory compliance and will be incorporated into a final report issued by CED.

Phase 1.0 Lump Sum Fee

\$117,460.00

PHASE 2.0 DEMOLITION OBSERVATION AND ADMINISTRATION

CED will perform construction administration and construction observation services during the period of the demolition contract. The ACM Mitigation Monitoring is included in Phase 1.0 above. It is anticipated that the contract will have a duration of ninety (90) days. Part-time construction observation services will be provided throughout construction activities and final inspections. CED will check on the Contractor's compliance with the Contract Documents and provide monthly status reports and recommendations regarding payment applications. The following scope is included in this phase:

1. Attend and chair the pre-construction meeting and prepare and distribute the minutes of that meeting.
2. We will assist the contractor with utility companies, as required, regarding the shutoff of the existing utilities.
3. Perform part-time construction observation services as required during construction of the proposed improvements. CED shall provide observation of construction for conformance with the Contract Documents and report any deviations to the Borough and the Contractor.
4. Review and recommend for approval to FMERA, Contractor's quantities, measurements, and requests for payment on a monthly basis.
5. Maintain pertinent job records including Contract Drawings, Addenda, Change Orders, Payment Estimates, and Daily Inspection Reports.



6. Maintain copies of all files related to this project including, but not limited to, all correspondence, permits, requests for information, shop drawings/reviews, design modifications, payment estimates, change orders, cost estimates, inspection reports, record plans and specifications, etc.
7. Negotiate and prepare change orders approved by the FMERA as required. Independent cost estimates will be prepared during review of the change orders to advise FMERA on the validity of the change orders.
8. Prepare a punch list of remaining work near completion of the project.
9. Prepare final estimate and closeout project as per the Contract Specifications.

Phase 2.0 Lump Sum Fee

\$74,335.00

REIMBURSABLE EXPENSES

A number of reimbursable/out-of-pocket expenses may be required and will be invoiced monthly in accordance with the attached fee schedule. These costs may include courier, delivery, mileage, printing, reproduction, overnight mail service and postage costs, figures and graphics.

Reimbursable Expenses

\$4,000.00

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Phase Name	Fee
PHASE 1.0 ABATEMENT MONITORING (LUMP SUM)	\$117,460.00
PHASE 2.0 DEMOLITION OBSERVATION AND ADMINISTRATION (LUMP SUM)	\$ 74,335.00
REIMBURSABLE EXPENSES (COST PLUS)	\$ 4,000.00
TOTAL FEE	\$195,795.00

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. **Payment terms are NET30 of receipt of invoice.**

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined in Section I;



- Construction testing services. Expenses incurred for services, equipment, and facilities not furnished by CED are charged to FMERA at cost plus an up-charge not to exceed 25 percent of the invoice for said work;
- This proposal does not include exploratory or testing services, interpretations, or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on site;
- Printing and reproduction costs in excess of that contained in the contract. Such additional costs are not anticipated since contractors will be purchasing sets of the plans and technical specifications directly from this office;
- Permit and application fees and governmental fees which are to be paid directly by FMERA; and,
- Topographic and Underground GPR Surveys.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, CED may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

FMERA OBLIGATIONS

1. FMERA shall provide CED with access to files and allow relevant documents to be utilized.
2. FMERA shall provide application fees for any permits that may be required for the completion of the work.

Section II – Business Terms and Conditions

The Business Terms and Conditions are in accordance with our yearly contract.

Section III – Rate Schedule

The Rate Schedule is on file with the Borough of Oceanport.



Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. Alternatively, please provide a copy of a Resolution or Purchase Order approving this proposal, which shall constitute authorization. This proposal is valid until January 24, 2025.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.

A handwritten signature in blue ink, appearing to read "W. H. White, III".

William H.R. White, III, P.E., P.P., CME, CFM, CPWM
Oceanport Borough Engineer

WHW/hlo

cc: Kara Kopach, FMERA (via email)
Joseph Fallon, FMERA (via email)
Joseph Torlucci, Colliers Engineering & Design (via email)

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EXHIBIT D

101 Crawfords Corner Road
Suite 3400
Holmdel, New Jersey 07733
Main: 877 627 3772



October 21, 2024
Revised November 27, 2024

VIA EMAIL

Kara Kopach, Executive Director
FMERA
100 Barton Street
P. O. Box 267
Oceanport, New Jersey 07757

Buildings 814, 815, 820, 822, 826, & 830 Demolition
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Proposal No.: OPB-0181D

Dear Ms. Kopach,

Our office previously provided an estimate for the demolition and abatement cost. Since that time, we performed additional investigation and testing to determine the extent/limits of the interior tar waterproofing on the original portion of Building 814.

Based on the additional information and the anticipated days for abatement our office estimates that the abatement and demolition work for Buildings 814, 815, 820, 822, 826, & 830 and associated parking areas will be in the range from \$1,100,000.00 to \$1,450,000.00.

If you should have any questions, please do not hesitate to contact me directly.

Sincerely,

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)

A handwritten signature in blue ink, appearing to read "W. H. White, III".

William H.R. White, III, PE, PP, CME, CFM, CPWM
Oceanport Borough Engineer

WHW

cc: Laura Drahushak, Director of Legal Affairs, FMERA (via email)
Jeanne Smith, RMC, Borough Clerk (via email)
Joseph Fallon, FMERA (via email)
Joseph Torlucci, Colliers Engineering & Design (via email)

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**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND
THE BOROUGH OF MONMOUTH BEACH FOR COURT ADMINISTRATIVE SERVICES**

Resolution

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

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

WHEREAS, the Borough of Oceanport is a municipal corporation having its principal offices located at 910 Oceanport Way, Oceanport, New Jersey, 07757

WHEREAS, the Borough of Monmouth Beach is a municipal corporation having offices at 22 Beach Road, in the Borough of Monmouth Beach, Monmouth County, New Jersey; and

WHEREAS, the Borough of Oceanport and Borough of Monmouth Beach are desirous of entering into a Shared Services Agreement effective February 1, 2025 for the sharing of facilities, equipment, office staff and record storage; and

WHEREAS, it is in the best interest of the Borough of Oceanport and the Borough of Monmouth Beach to enter into this Shared Services Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Oceanport hereby authorize the Mayor and Borough Clerk to execute a two-year Shared Services Agreement ("agreement") for the sharing of facilities, equipment, office staff and record storage between the Borough of Oceanport and the Borough of Monmouth Beach that incorporates the following additional terms and conditions:

1. The term of this Agreement shall commence on the date of the approval of the State of New Jersey Administrative Office of the Courts, approval of the Assignment Judge and the adoption of Resolutions by the Parties, whichever comes later, and shall continue for a term of five (5) years until January 31, 2030.
2. The rate for the services shall be \$77,000.00 annually, with payments made monthly in the amount of \$6,416.67 due no later than the 15th of each applicable month.

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

**MUNICIPAL COURT SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF OCEANPORT AND THE
BOROUGH OF MONMOUTH BEACH**

THIS SHARED SERVICE AGREEMENT made this 1st day of February, 2025 by and between the **BOROUGH OF OCEANPORT** ("Oceanport"), a municipal corporation of the State of New Jersey with its principal offices located at 910 Oceanport Way, Oceanport, New Jersey 07757 and the **BOROUGH OF MONMOUTH BEACH** ("Monmouth Beach"), a municipal corporation of the State of New Jersey with its principal offices located at 22 Beach Road, Monmouth Beach, New Jersey 07750 will be collectively referred to herein as the "Parties".

WITNESSETH:

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

WHEREAS, Chapter 12, Municipal Courts, at N.J.S.A. 2B:12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process"; and

WHEREAS, the Borough of Oceanport (hereinafter, "Oceanport") and the Borough of Monmouth Beach (hereinafter, "Monmouth Beach") desire to share facilities, equipment, office staff, and record storage in accordance with N.J.S.A. 2B:12-1 in order to conserve resources and to provide for a more efficient and more economically sound municipal court system; while each municipality maintains its right to appoint its own judge, prosecutor and public defender; and

WHEREAS, Oceanport has agreed to allow Monmouth Beach to utilize Oceanport's Court Room and to allow Monmouth Beach to utilize the Oceanport Municipal Court offices effective upon the adoption of a Resolution by each municipality, execution of the Agreement and notice to and the approval of the Administrative Office of the Courts (hereinafter, "the AOC") and the Assignment Judge of Monmouth County Superior Court (hereinafter, "the Assignment Judge"), whichever occurs later; and

WHEREAS, the Borough Councils of both Oceanport and Monmouth Beach find that it would be in the best interest of the Parties for Monmouth Beach to utilize the Oceanport Municipal Court Room, Court offices, and to share employees, facilities, and equipment, under the terms and conditions referenced herein; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L 2007, c. 63 at N.J.S.A. 40A:65-1, et seq. ("the Agreement");

NOW THEREFORE, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Oceanport and Monmouth Beach intending to be legally bound, hereby agree as follows:

1. Provision of Service and Space within the Oceanport Municipal Building.

- A. Commencing February 1, 2025, Oceanport shall provide Monmouth Beach with suitable and sufficient space and the services set forth herein in the Oceanport Municipal Building located at 910 Oceanport Way, Oceanport, NJ ("the Municipal Building") in which to conduct municipal court. The Parties agree that all court sessions for the Borough of Monmouth Beach shall be held at the Oceanport Municipal Building. Suitable and sufficient space shall mean and shall include Municipal Court Chambers for Monmouth Beach's judge, the Municipal Courtroom, offices for and/or conference rooms for Monmouth Beach's Municipal Prosecutor and Public Defender, the violations bureau, archive storage space and rest rooms for all court personnel.

Monmouth Beach, at its sole cost and expense, shall erect appropriate signage inside and outside of the Municipal Building designating its municipal courtroom as a shared facility with the Borough of Oceanport Municipal Court.

If at any time municipal court services are not as good as the level, quality and scope of services that existed at the commencement of the Agreement, Monmouth Beach shall notify Oceanport thereof and Oceanport, with reasonable promptness, shall correct such deficiencies in services to Monmouth Beach's satisfaction.

2. Municipal Court Staff within the Oceanport Municipal Building.

- A. Prosecutor, Judge and Municipal Public Defender. Each party will have appointed each of these positions and each shall be solely responsible for the compensation and associated benefits, if any, provided to these professionals under separately negotiated contracts. If at any time the Parties agree to utilize the same individual for any of these positions, or in contemplation of establishing a joint municipal court, the Parties shall use their best efforts to negotiate an amendment to the Agreement and provide for the adoption of same by Resolution subject to the approval of the AOC and the Assignment Judge.
- B. Joint Municipal Court Administrator. Upon execution of the Agreement, West Long Branch shall discontinue use of its current Court Administrator and shall use the certified court administrator provided by Oceanport. The Municipal Court Administrator for Oceanport will serve as the Joint Municipal Court Administrator for Oceanport, Sea Bright, West Long Branch, and Monmouth Beach. Oceanport shall pay the salary of the

Municipal Court Administrator and associated benefits, if any, who shall remain an employee of Oceanport and shall retain all tenure rights accrued from Oceanport. Any subsequent appointment of a municipal court administrator shall be in conformance with N.J.S.A. 2B:12--10.

- C. Joint Deputy Court Administrator. Upon execution of the Agreement, Monmouth Beach shall discontinue use of its current Deputy Court Administrator. The Deputy Court Administrator for Oceanport shall serve as full time Deputy Court Administrator for Oceanport, Sea Bright, West Long Branch, and Monmouth Beach and shall become an employee of Oceanport, subject to the approval of the Municipal Court Administrator, which approval shall not be unreasonably withheld. Oceanport shall be solely responsible for the salary, wages and any associated benefits of the Deputy Court Administrator.
- D. Additional Court Personnel. Oceanport shall not hire any additional municipal court personnel, part time or full time, after commencement of this Agreement or fire any court personnel, without prior written notice to and the approval of Monmouth Beach. Any additional part-time employees hired with the consent of the parties shall be employees of the Borough of Oceanport.
- E. Courtroom Security. Monmouth Beach will provide one (1) SLEO Officer and Oceanport will provide two (2) officers as security for Monmouth Beach's Municipal Court sessions subject to the approval of the Superior Court and the Administrative Office of Courts. Oceanport shall provide an alternate exit for court employees in the event of an emergency.
- F. Interpreter. Oceanport will provide interpreter services for Monmouth Beach Municipal Court.
- G. Court Calendars. The municipal court operations of the parties shall be managed by the Joint Municipal Court Administrator using separate court calendars. Scheduling officers for Monmouth Beach's cases shall be managed efficiently to reduce overtime and minimize demands on officers under subpoena to testify.

3. Transition.

- A. Bank Accounts. The Parties shall each receive and retain all net revenues generated by all cases on their respective court dockets as is currently provided by them. In accordance with N.J.S.A. 2B:12-1 et seq. Oceanport and Monmouth Beach will maintain separate bank accounts for revenue purposes. In addition, Monmouth Beach agrees that the financial records relating to all Municipal Court activities involving Monmouth Beach prior to the Effective Date, including the case book and bail accounts, shall be audited by the Administrative Office of the Courts and by an independent auditor, and that all fees associated with such audits shall be paid for by Monmouth Beach.

The Joint Court Administrator's duties shall include establishing the accurate amounts to be transferred to Monmouth Beach, collection of money received as: fines and forfeitures, financial reports covering such funds, records of receipts and disbursements, and preparing checks for monthly revenues to Monmouth Beach.

- B. Liabilities. Any liability associated with or concerning Oceanport or Monmouth Beach determined to exist prior to or after the Effective Date shall be the sole responsibility of the Borough which incurred such liability.

4.

- A. In consideration for the full use of Oceanport's municipal court space, personnel and resources, as agreed to herein, Monmouth Beach agrees to pay Oceanport \$77,000.00 annually, with payments made monthly in the amount of \$6,416.67 due no later than the 15th of each applicable month.

- B. Compensation Adjustment
Accounting records for the expenses associated with municipal court records shall be maintained by Oceanport and shall be available for inspection by Monmouth Beach upon request. Review of actual operating expenses for municipal court services will be done annually by the Municipal Court Advisory Committee described in Paragraph 8 and will form the basis for any compensation adjustment recommended to the Parties in accordance with N.J.S.A. 40A:65-9(3).

- 5. Dispute of Payment. As provided in the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-8(g), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Section 4 shall be paid without prejudice to the disputing Parties. If through subsequent negotiation, mediation, litigation, or settlement, the amount due shall be determined, agreed to, or adjudicated to be less than what was actually so paid, Monmouth Beach shall promptly be repaid the excess.

- 6. Municipal Court Advisory Committee. The Municipal Court Advisory Committee shall consist of three representatives of each Party, elected, or appointed, who shall periodically meet as may be necessary to ensure that all obligations under this Agreement are being satisfied or to explore new issues and considerations related to shared services and long-term municipal court planning. Each party shall notify the other party of the names of its committee representatives annually within thirty (30) days of their annual respective reorganization meeting.

- 7. Modification. Any modification to the Agreement may be explored first by the Municipal Court Advisory Committee if the Parties so choose or directly negotiated between the Parties, and amendments shall be made and adopted by resolution of both Parties with notice to the Administrative Office of the Courts and the Assignment

Judge.

8. Indemnification. In addition to the other rights and remedies of the Parties herein, the Borough of Oceanport and the Borough of Monmouth Beach agree, to the extent permitted by law, to indemnify and hold each other harmless, their officials, employees and agents, from any and all liability and claims for damages or injuries on the part of Oceanport and/or Monmouth Beach, caused by or resulting from the negligent acts or omissions of each municipality arising out of this Agreement or any of the obligations assumed by Oceanport and Monmouth Beach hereunder, provided it is determined by a court of proper jurisdiction that Oceanport and/or Monmouth Beach is solely responsible for such liability, In the event it is determined by the Court that Oceanport and/or W are not solely responsible for said liability, the liability of each municipality is limited to that degree of liability determined by said Court to be the proportionate liability.

9. Insurance.

- A. The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with Monmouth County or the Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.

Oceanport shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage and shall name Monmouth Beach as an additional insured.

- B. This insurance shall] indicate on the Certificate of Insurance the following coverages:

- Operations;
- Use of independent contractors and/or subcontractors;
- Products and completed operations;
- Broad form contractual; and
- Broad form property endorsement.

Each certificate or policy shall require a thirty (30) day cancellation notice.

Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the Parties prior to the implementation of this Agreement.

- C. Oceanport shall provide statutory workers compensation insurance coverage with limits of \$500,000 for the joint positions of Court Administrator, Deputy Court Administrator and any additional court personnel who are hired by the Parties' mutual consent.

- D. Oceanport shall provide sufficient insurance coverage to protect Monmouth Beach's municipal court records from loss or damage by fire and such other hazards as may be included in the standard all risk of physical loss policy.
 - E. Oceanport shall provide commercial general liability insurance at limits of \$5,000,000 per occurrence and shall name Monmouth Beach as additional insured.
 - F. Oceanport shall provide sufficient insurance coverage covering losses to Monmouth Beach resulting from negligent errors or omissions, or misappropriations of funds by any person employed by the court who handles monies received for Monmouth Beach in an amount and with terms agreed to by the parties as is further set forth in N.J.S.A. 2B:12-12.
10. **Caption.** In accordance with N.J.S.A. 2B:12-1(c), the identities of the respective courts shall continue to be expressed in the captions of orders and process.
11. **Term.** The term of this Agreement shall commence on the date of the approval of the State of New Jersey Administrative Office of the Courts, approval of the Assignment Judge and the adoption of Resolutions by the Parties, whichever comes later, and shall continue for a term of five (5) years until January 31, 2030, (the "Term") unless terminated sooner pursuant to the terms and conditions of Section 16 of this Agreement. Notwithstanding the foregoing, this Agreement may be extended for additional term by resolutions of the governing bodies of both parties.
12. **Dispute Resolution.** In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties shall attempt non-binding mediation through a mediator of their choice and if mediation fails, the Parties hereto agree to be governed by the laws of the State of New Jersey.
13. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all the Parties hereto.
14. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplement of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implementation and give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.
15. **AOC and Superior Court Approval.** The Parties acknowledge that this Agreement is

contingent upon and subject to the approval of the State of New Jersey Administrative Office of the Courts and the Assignment Judge.

16. Termination. This agreement may be terminated at any time by either Party, with or without cause, by at least 90 days prior written notice to the other Party. In addition to any other notice requirements herein, the parties shall provide an additional ninety (90) days written notice of termination to the Administrative Office of the Courts and the Assignment Judge prior to the scheduled termination as a condition precedent to the termination of this Agreement.
17. Filing. In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.
18. Good Faith Covenant. The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
19. Effective Date. This Agreement shall take effect upon the approval of the Administrative Office of the Courts and the Assignment Judge, the adoption of appropriate ordinances of the parties and the execution of the Agreement authorized thereafter by their appropriate respective officials.
20. Notices. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated municipal representative.

- a. The designated municipal representative for Oceanport is:

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

- b. The designated municipal representative for Monmouth Beach is:

Borough Administrator
 Borough of Monmouth Beach
 22 Beach Street
 Monmouth Beach, NJ 07750

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

ATTEST:

 Jeanne Smith
 Municipal Clerk, Oceanport

 Thomas J. Tvrdik
 Mayor Oceanport

ATTEST:

 Joyce Escalante
 Municipal Clerk, Monmouth Beach

 David F. Stickle
 Mayor, Monmouth Beach

**RESOLUTION OF THE BOROUGH OF OCEANPORT
REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION AMENDING THE 2024
MUNICIPAL BUDGET PER NJSA 40A:4-87 FOR SHARED SERVICES AGREEMENT WITH OCEANPORT
BOARD OF EDUCATION FOR CLASS III SPECIAL LAW ENFORCEMENT OFFICER**

Resolution

WHEREAS, N.J.S.40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount, and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Oceanport hereby request the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of \$23,400.00 which item is now available as a revenue from the Shared Services Agreement with the Oceanport Board of Education for provision of Class III Special Law Enforcement Officer pursuant to the provisions of statute, and

BE IT FURTHER RESOLVED, that a like sum of \$23,400.00 be and the same is hereby appropriated under the caption of BOE Class III SLEO.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is directed to file this resolution electronically with the Director of Local Government Services.