



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • DECEMBER 13, 2018

Workshop

FMERA Offices

7:00 PM

502 Brewer Ave/Caren Franzini Way, Oceanport, NJ 07757

I. Meeting Called to Order

II. Statement of Compliance with Open Public Meetings Act: *This meeting complies with the Open Public Meetings Act by notification on January 2, 2018 of this location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.*

III. Flag Salute

IV. Invocation

V. Roll Call

VI. Presentations:

1. 2018 Clean Communities Poster Contest Winners
2. Oceanport Welcome Wall in Old Wharf Park Renewal - Recognizing resident John Rodriquez and his assistant Steven Gironda

VII. Executive Session

#2018-185 Resolution authorizing an Executive Session

Matters Involving Individual Privacy - N.J.S.A. 10:4-12(b)(3)

Personnel Matters - N.J.S.A. 10:4-12(b)(8)

Borough Administrator Position

Litigation, Negotiations and the Attorney Client Privilege N.J.S.A. 10:4-12(b)(7)

Oceanport Gardens, PILOT

Fort Monmouth parcels in Oceanport Update

VIII. Administrator's Report

1. Renewal of Shared Service Agreement with Sea Bright for Court Services
2. Renewal of Shared Services Agreement with BOE for grounds keeping and snow removal

IX. Clerk's Report

A. Reorganization Meeting

B. December 13, 2018 Regular Meeting Items

Consent Agenda

1. Resolution authorizing payment of BILL LIST 12-13-2018
2. Resolution authorizing cancellation of grant balances
3. Resolution authorizing Refund for Overpayment, Block 130, Lot 4
4. Resolution authorizing Tax Sale Redemption #18-00011
5. Resolution authorizing Tax Sale Redemption #18-00003

6. Resolution authorizing Tax Sale Redemption #18-00008
7. Resolution awarding contract for Deal Ave Bulkhead Project
8. Resolution designating Entity Administrator for Federal System of Awards System
9. Resolution authorizing 2017 Road Program Change Order #1
10. Resolution to amend 2018 budget for Drunk Driving Enforcement Grant
11. Resolution renewing membership with the Central Jersey Health Insurance Fund
12. Resolution extending the Contract for Cleaning Services for 2019
13. Resolution approving Special Event Permit for 2019 NJ Marathon
14. Resolution authorizing Special Event permit for VNA House Tour
15. Resolution authorizing an Agreement with MCSPCA for Animal Control Services 2019
16. Resolution authorizing participation 2018-2019 Regional Fire Fighter's Assistance Grant

Resolutions

17. Resolution re-appointing Peggy Warren as Tax Collector
18. Resolution appointing Crossing Guard Jane Wallace
19. Resolution granting temporary permission for alcohol consumption Jan. 1, 2019

Minutes

20. Workshop Minutes, November 1, 2018
21. Regular Minutes, November 1, 2018
22. Executive Session Minutes, November 1, 2018
23. Special Meeting Minutes, November 8, 2018

X. Discussion Items

1. Fort Monmouth Plan Amendment #12
2. Proposed amendments to the Nursing Home Transportation ordinance
3. Resolution authorizing Joint Purchasing with Area Police Departments
4. Proposed Changes to Police Department Rules & Regulations
5. Borough by-laws

XI. Mayor's Report**XII. Petitions from the Public****XIII. Adjournment**

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

**Resolution #2018-185
12/13/18**

WHEREAS, the Open Public Meetings Act provides that the Borough Council may go into executive session to discuss matters that may be confidential or listed pursuant to N.J.S.A. 10:4-12; and

WHEREAS, it is recommended by the Borough Attorney that the Borough Council go into executive session to discuss matters set forth hereinafter which are permissible for discussion in executive session.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport that the Council shall go into executive session to discuss the following items:

Matters Involving Individual Privacy - N.J.S.A. 10:4-12(b)(3)

Personnel Matters - N.J.S.A. 10:4-12(b)(8)

Borough Administrator Position

Litigation, Negotiations and the Attorney Client Privilege N.J.S.A. 10:4-12(b)(7)

Oceanport Gardens, PILOT

Fort Monmouth parcels in Oceanport Update

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

I certify that the foregoing Resolution #2018-185 was adopted
by the Oceanport Governing Body at the Regular Meeting held
December 13, 2018

JEANNE SMITH, RMC
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR DECEMBER 13, 2018**

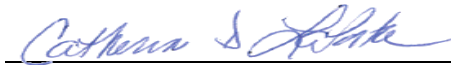
Resolution

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of December 13, 2018.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list dated December 13, 2018 totaling \$2,013,833.44.

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 OCEANPOF BILL LIST

13-Dec-18

PAYEE	AMOUNT	
PAYROLL ACCOUNT	\$162,636.61	22ND PAY
PAYROLL ACCOUNT	\$116,230.77	23RD PAY
PAYROLL ACCOUNT	\$110,076.54	24TH PAY
PAYROLL ACCOUNT	\$ 487.60	DCRP
 CAPITAL TRUST TOTAL	 \$231,274.54	
 GRANT FUND	 \$109.90	
 DOG REGISTRY TOTAL	 \$896.84	
 OPEN SPACE TRUST TOTAL	 \$14,981.60	
 SUI TRUST	 \$5,867.00	
 TRUST OTHER TOTAL	 \$5,187.50	
 ESCROW TRUST TOTAL	 \$21,251.64	
 2017 VOUCHERS PAID THIS MEETING	 \$5,080.93	
 2018 VOUCHERS PAID THIS MEETING	 \$1,339,751.97	
 TOTAL	 \$2,013,833.44	

I CERTIFY THAT THE ABOVE ITEMS ARE TRUE AND CORRECT AS PRESENTED
TO THE MAYOR AND COUNCIL FOR PAYMENT

List of Bills - (All Funds)

9.B.1.a

Vendor	Description	Payment	Check	Total
Current Fund				
1009 - ADP, INC	PO 2356 PAYROLL SERVICES - 11/18	435.93		435.93
1016 - AMERICAN UNIFORM & SUPPLY	PO 2031 Uniform purchase for Fagliarone, Re	759.87		
	PO 2166 Uniform purchase Fagliarone	112.99		872.86
1017 - AMERICAN WEAR, INC	PO 2192 OCTOBER UNIFORM RENTAL	290.80		290.80
1116 - ASBURY PARK PRESS	PO 2283 Legal Advertising - Notice of RFP f	114.20		114.20
1023 - ATLANTIC PRINTING&GRAPHICS LLC	PO 2260 NOV/DEC NEWSLETTERS	950.00		950.00
1029 - BEATRIZ C CRANEY	PO 2049 2018 INTERPRET SERVICES 10/18	235.00		
	PO 2248 2018 INTERPRET SERVICES - 8/8/18	280.00		515.00
1469 - BLAZE EMERGENCY, LLC	PO 1210 AERIAL LADDDER REPLACEMENT 38-90	2,857.23		
	PO 2014 BREAK REPAIR LADDER 38-90	295.50		3,152.73
1032 - BOB JENSEN PLUMBING, INC	PO 2152 SNAKE KITCHEN DRAIN - PAP FIRE HOUS	150.00		
	PO 2151 SNAKE MENS TOILET - BBB	130.00		
	PO 2245 PAP - FLUSH VALVE	447.00		727.00
1033 - BOB'S UNIFORM SHOP, INC	PO 2054 Uniform purchase for Svenson	98.00		
	PO 2030 Uniform shirt for Weir	52.00		
	PO 2165 Uniform purchase Fagliarone	59.95		209.95
1472 - BOROUGH OF EATONTOWN	PO 1959 BRUSH COMPOST SERVICE - SEPT	142.50		142.50
1038 - BOROUGH OF SHREWSBURY	PO 2246 BROOM REPLACEMENT - STREET SWEEPER	411.86		411.86
1525 - BOUND TREE MEDICAL LLC	PO 1810 FIRST AID SUPPLIES	2,341.21		2,341.21
1040 - BROWN'S HEATING & COOLING INC	PO 2088 REPAIR AT THE PAP FIRE HOUSE	94.00		94.00
1042 - C&S ELECTRICAL CONTRACTOR, INC	PO 2036 PORT AU PECK FIREHOUSE REAR PARKING	190.00		190.00
1516 - CANON FINANCIAL SERVICES, INC	PO 2018 CONTRACT CHARGE - PD COPIER - 9/18	57.00		
	PO 2105 IMAGE RUNNER ADVANCE 400if LEASE	57.00		114.00
1044 - CAROL SMITH	PO 2340 3RD QUARTER CELL PHONE REIMBURSEMEN	45.00		
	PO 2335 4th QUARTER CELL PHONE REIMBURSEMEN	45.00		90.00
1045 - CATHERINE LAPORTA	PO 2395 NJLM Conference 2018 - Reimbursemen	89.38		89.38
1047 - CENTRAL JERSEY HEALTH INSURANC	PO 2221 HEALTH & DENTAL - NOVEMBER	66,927.00		
	PO 2308 HEALTH & DENTAL - DECEMBER	66,927.00		133,854.00
1050 - CERTIFIED SPEEDOMETER, INC	PO 2002 Calibration of patrol units for rad	190.00		190.00
1052 - CHARLES SVENSON	PO 2177 Reimbursement for Uniform Equip Sve	338.22		338.22
1399 - CHRISTOPHER PETRILLO	PO 2224 Reimbursement for uniforms Petrillo	887.17		887.17
1054 - CITY OF LONG BRANCH	PO 2199 2018 GAS & OIL - OCT 18	5,406.65		5,406.65
1055 - CLARKE CATON HINTZ CORP	PO 2130 LAND USE ORDINANCE SEPTEMBER SERVIC	467.50		
	PO 2129 HOUSING PLAN ELEMENT/FAIR SHARE PLA	43.50		511.00
1058 - COMCAST * DPW	PO 2202 DPW - 11/8-12/7/18	125.22		125.22
1060 - COMCAST BUSINESS COMMUNICATION	PO 2316 BOROUGH HALL - 11/14-12/13/18	553.03		553.03
1548 - CONNELL CONSULTING, LLC	PO 2146 Courses-OPRA-Press Relations-Kelly-	516.00		516.00
1062 - CONSTELLATION NEW ENERGY, INC	PO 2355 STREET LIGHTING 9/20-10/18/18	861.04		
	PO 2376 STREET LIGHTING 10/20-11/16/18	861.04		1,722.08
1069 - CRYSTAL SPRINGS	PO 2179 2018 - WATER SERVICES SEPT/OCT	65.26		
	PO 2370 2018 - CERTIFICATION BALANCE	31.98		97.24
1446 - DIRECT ENERGY BUSINES	PO 2144 HOOK & LADDER 9/14-10/15/18	37.77		
	PO 2143 282 HILDRETH 8/17-9/14/18	51.06		
	PO 2288 PORT AU PECK FIRE HOUSE - 09/14-10/	16.18		
	PO 2284 HOOK & LADDER 10/16-11/13/18	129.49		
	PO 2396 PORT AU PECK FIRE HOUSE - 10/16-11/	105.46		339.96
1084 - DYNAMIC TESTING SERVICE LLC	PO 2091 BREATH ALCOHOL & URINE SCREENING	160.00		160.00
1087 - EBSCO SUBSCRIPTION SERVICE INC	PO 2234 SUBSCRIPTIONS FOR LIBRARY FOR 2019	563.75		563.75
1551 - ELITE EQUIPMENT SERVICES INC	PO 2397 FIRE TRUCK REPAIR #1	22,749.00		22,749.00
1091 - ELIZABETH C. MCKENZIE, PP, PA	PO 2211 MOUNT LAUREL LITIGATION 10/1-10/31/	1,875.00		1,875.00
1094 - ENFORSYS POLICE SYSTEMS, INC	PO 2156 Annual Maintenance Fee 4/1/18 thru	2,400.00		2,400.00
1104 - FASTENAL INDUSTRIAL SUPPLIES	PO 2023 SUPPLIES FOR SNOW PLOW	92.11		92.11
1109 - FMERA	PO 2217 STREET LIGHTS - 10/1-10/31/18	273.26		
	PO 2218 UTILITIES - 900 MURPHY - 10/1/18	608.03		
	PO 2180 WATER (PD) - 282 HILDRETH 10/1-10/3	269.13		
	PO 2181 ELECTRIC - 282 HILDRETH (P/D) 10/1-	822.02		
	PO 2391 STREET LIGHTS - 11/1-11/30/18	273.26		
	PO 2390 UTILITIES - 900 MURPHY - 11/1-11/30	608.03		
	PO 2380 ELECTRIC - 282 HILDRETH (P/D) 11/1/	822.02		
	PO 2379 WATER (PD) - 282 HILDRETH 11/1-11/8	59.81		3,735.56
1473 - GAMETIME	PO 1130 EXPRESSION SWINGS	2,922.45		
	PO 2085 SWING FRAME	1,669.87		4,592.32
1121 - GARY GRIMES	PO 2163 Reimbursement for uniform purchase	309.99		309.99
1124 - GEORGE WALL	PO 2155 SIDE MIRROR REPAIR - CHIEF'S CAR	231.34		
	PO 2223 Service & Repairs to Units 4, 6, 5,	2,643.14		2,874.48
1506 - GRANICUS, LLC	PO 2219 OLD PO#17-01734 - LEGISLATIVE MGT S	415.00		415.00
1135 - GREGORY LOCKWOOD	PO 2149 WATER FOR HALLOWEEN PARTY	23.97		23.97
1143 - I.D.M. MEDICAL SUPPLY INC	PO 2213 REFILL OXYGEN	312.95		312.95
1151 - JAY SILVERMAN	PO 2147 SONGS FOR HALLOWEEN PARTY	10.41		10.41

List of Bills - (All Funds)

9.B.1.a

Vendor	Description	Payment	Check	Total
1152 - JEANNE SMITH	PO 2337 NJLM Conference 2018 - Reimbursemen	89.38		89.38
1428 - JERSEY AUTO SPA CAR WASH	PO 2072 ANNUAL CAR WASH CONTRACT	450.00		450.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 2186 JCPL #200-000-957-007 STREET LIGHTI	3,962.69		
	PO 2294 JCPL #200-000-957-015 - 10/2-10/30/	1,073.06		
	PO 2309 JCPL #200-000-957-009- 10/3-10/31/	931.69		
	PO 2373 JCPL #200-000-957-007 STREET LIGHTI	3,963.50		9,930.94
1154 - JOANNE HUNT	PO 2150 PRETZELS/GIFT CARDS - HALLOWEEN PAR	264.00		
	PO 2401 mileage to/from league of municipal	86.11		
	PO 2359 SUPPLIES for Tree Lighting	49.03		
	PO 2344 3RD QUARTER CELL PHONE REIMBURSEMEN	45.00		
	PO 2343 4TH QUARTER CELL PHONE REIMBURSEMEN	45.00		489.14
1159 - JOSEPH FAZZIO - WALL LLC	PO 2154 CHAINS, WELDING RODS, CHAIN HOOKS F	349.51		349.51
1499 - KEVIN E KENNEDY, ESQ	PO 2243 OCTOBER 2018 PB LEGAL SERVICES	500.00		
	PO 2384 KELLY/BUCK VS.OP UNITED PLANNING BO	30.00		
	PO 2383 NOVEMBER 2018 PB LEGAL SERVICES	500.00		1,030.00
1181 - LANIGAN ASSOCIATES, INC	PO 2162 Duty holster for Fagliarone	39.95		39.95
1182 - LAURA MCCRAE	PO 2315 BULLETIN FOR NOV/DEC 2018	425.00		425.00
1195 - MASER CONSULTING, P.A.	PO 2259 2018 CERTIFICATION - ENGINEERING R#	4,750.00		4,750.00
1197 - MAX LOPEZ	PO 2342 4TH QUARTER CELL PHONE REIMBURSEMEN	45.00		
	PO 2341 3RD QUARTER CELL PHONE REIMBURSEMEN	45.00		90.00
1200 - McMANIMON*SCOTLAND*BAUMANN LLC	PO 2140 LEGAL - REDEVE SERV # - SEPT	86.00		86.00
1204 - MGL PRINTING SOLUTIONS	PO 2220 2018 TAX FORMS - 1099s & ENVELOPES	89.75		89.75
1206 - MICHAEL KELLY	PO 2231 Uniform purchase reimbursement	195.97		195.97
1211 - MILLENNIUM STRATEGIES LLC	PO 2184 GRANT WRITING OCT 2018	1,500.00		1,500.00
1218 - MONMOUTH COUNTY POLICE ACADEMY	PO 2039 Training for Petrillo & Resnyk	75.00		
	PO 2161 Training ICS 400 Lauretta	25.00		100.00
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 2051 BAR CODES FOR FIRE VEHICLES	14.00		
	PO 2135 FIRE POLICE - CAPTAIN	885.90		899.90
1231 - MONMOUTH HOSE & HYDRAULICS	PO 2145 REPAIRS TO SALT SPREADER	272.66		
	PO 2206 HOSE FOR LOADER	76.98		349.64
1539 - MRA INTERNATIONAL	PO 2158 Microsoft Office 2019 for OEM table	490.00		490.00
1240 - NAPA AUTO PARTS (#15450)	PO 2022 GREASE FOR HEAVY EQUIPMENT	49.90		49.90
1241 - NAPA AUTO PARTS (#15456)	PO 2198 FIRE DEPARTMENT BLANKET	999.99		999.99
1241 - NAPA AUTO PARTS (#15456)	PO 2208 SUPPLIES FOR SHOP	87.33		87.33
1241 - NAPA AUTO PARTS (#15456)	PO 2249 BATTERY TERMINAL CLEANING BRUSH	7.29		7.29
1546 - NAT ALEXANDER	PO 1208 CALIBRATION GAS - SCBA BOTTLE FILL	182.00		182.00
1244 - NICHOLAS H. TEETELLI	PO 2366 2018 CERTIFICATION - FEMA SUPPORT #	780.00		780.00
1245 - NJ AMERICAN WATER CO	PO 2353 OLD WHARF PARKS - 9/20-11/8/18	780.18		
	PO 2171 HYDRANT SERVICES - 9/26-10/24/18	5,816.96		
	PO 2273 PAP FIRE HOUSE - 10/12-11/9/18	134.80		
	PO 2272 LIBRARY - 10/12-11/9/18	23.43		
	PO 2258 OLD WHARF - 10/12-11/9/18	38.11		
	PO 2254 262 ARNOLD - 10/12-11/9/18	16.85		
	PO 2371 OLD WHARF PARKS - 10/12-11/9/18	15.23		6,825.56
1248 - NJ LEAGUE OF MUNICIPALITIES	PO 1992 ADVERTISING	230.00		230.00
1251 - NJ NATURAL GAS CO	PO 2214 FIRST AID - 9/13-10/15/18	314.00		
	PO 2285 TOHICON LIBRARY - 10/12-11/12/18	68.51		
	PO 2282 977 MURPHY (NEW PD) 10/16-11/14/18	26.37		
	PO 2281 282 HILDRETH (PD) 10/16-11/14/18	368.85		
	PO 2280 315 E MAIN - BOROUGH HALL - 10/15-1	103.48		
	PO 2279 2018 HOOK & LADDER 10/15-11/13/18	160.45		
	PO 2278 2018 PORT AU PECK FIRE HOUSE 10/1	135.57		
	PO 2276 918 MURPHY 10/16-11/14/18	26.37		1,203.60
1251 - NJ NATURAL GAS CO	PO 2253 900 MURPHY DRIVE 10/16-11/14	205.21		205.21
1251 - NJ NATURAL GAS CO	PO 2275 901 MURPHY (NEW BORO HALL) 10/16-11	374.86		
	PO 2349 FIRST AID - 9/13-11/13/18	314.00		688.86
1253 - NJ STATE ASSOC CHIEFS - POLICE	PO 2230 2018 State Chiefs mid-year meeting	180.00		180.00
1261 - OCEANPORT BOARD OF EDUCATION	PO 1365 DECEMBER TAX REMITTANCE	794,999.67		794,999.67
1543 - ORIENTAL TRADING CO, INC	PO 1957 items for Halloween and tree lighti	482.50		482.50
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 2240 LEGAL SERV - COAH -10/4-10/31/18	3,237.50		3,237.50
1275 - PITNEY BOWES GLOBAL FINANCIAL	PO 127 PITNEYBOWED LEASE 07/17	423.99		
	PO 944 PITNEY BOWES LEASE 05/18	423.99		847.98
1276 - PITNEY BOWES INC	PO 93 INK FOR MAIL MACHINE; OLD PO 17-00	101.99		
	PO 921 SUPPLIES FOR PRINTER - KIT & INK	337.41		
	PO 1570 E-Z SEAL FOR POSTAGE MACHINE	71.99		511.39
1284 - POWERHOUSE SIGNWORKS	PO 2247 XMAS TREE LIGHTING BANNERS	270.00		270.00
1482 - PREMIERE PRODUCTIONS	PO 2056 MOVIES IN THE PARK	920.00		920.00
1286 - PRO JANITORIAL SERVICES, LLC	PO 2332 CLEANING SERVCIES - NOV	1,735.00		
	PO 2235 CLEANING SERVCIES - OCT	1,735.00		3,470.00
1292 - R & J CONTROL INC.	PO 2042 REPAIR FOR LOW COOLANT SENSOR	486.00		
	PO 2141 PREVENTIVE MAINT EMERGENCY GENERATO	324.00		810.00

List of Bills - (All Funds)

9.B.1.a

Vendor	Description	Payment	Check	Total
1295 - R.N. DEMAIO	PO 2079 TOILET PAPER, BLACK BAGS, CASE OF H	469.65		469.65
1303 - RESERVE ACCOUNT	PO 2322 POSTAGE	2,000.00		2,000.00
1554 - RICHARD ARLT	PO 2334 4th QUARTER CELL PHONE REIMBURSEMENT	45.00		45.00
1313 - SAKER SHOPRITE INC	PO 2086 VETERANS DAY REFRESHMENTS	30.35		
	PO 2182 CLEAN COMMUNITIES POSTER CONTEST	109.90		140.25
1452 - SCHWAAB	PO 2173 EXCELMARK SI PADS/RED - COURT	73.22		73.22
1314 - SEABOARD FIRE & SAFETY	PO 2228 KITCHEN SUPPRESSION INSP - OLD WHAR	395.00		395.00
1552 - SHORE POP WARNER	PO 1956 SUPPORT OF ORGANIZATION- 2017	750.00		
	PO 2077 SUPPORT OF ORGANIZATION - 2018	750.00		1,500.00
1323 - SHORE REGIONAL HIGH SCHOOL	PO 1288 DECEMBER TAX REMITTANCE 2018	249,771.00		249,771.00
1325 - SHREWSBURY AUTO PARTS	PO 2207 PARTS	31.42		31.42
1326 - SIP'S PAINT	PO 2058 BATTERIES - KEYBOARD	14.99		
	PO 2035 BOLTS FOR LAWN EQUIPMENT	15.56		
	PO 2139 DPW SUPPLIES	25.98		56.53
1337 - SUBURBAN DISPOSAL	PO 2227 SOLID WASTE & RECYCLING - NOVEMBER	16,975.00		
	PO 2226 DISPOSAL FEE & RECYCLING & CONTAINERS	22,583.72		39,558.72
1341 - TARGETED TECHNOLOGIES LLC	PO 2402 AGREEMENT MAIL ARCHIVING 12/18	222.00		
	PO 2271 IT SERVICES - DEC 2018	2,549.00		
	PO 2277 NEW COMPUTER FOR CONSTRUCTION	1,517.75		4,288.75
1345 - TEAM LIFE, INC	PO 1809 LITTLE ANNIE TRAINER	1,195.00		
	PO 1944 TRAINING EQUIPMENT FIRST AID	1,577.05		2,772.05
1346 - THE ARNETTE LAW FIRM LLC	PO 2239 BOROUGH ATTORNEY FEES - SEPT 2018	3,487.50		3,487.50
1348 - THE HOME DEPOT	PO 2134 PUBLIC WORKS SUPPLIES	24.43		
	PO 2210 CONCRETE FOR 69 MONMOUTH ROAD	8.80		
	PO 2209 FLOOR MAT FOR PAP FIREHOUSE - WET F	35.10		
	PO 2311 TARP FOR DPW SALT, CHRISTMAS LIGHTS	120.58		
	PO 2307 LIGHTS FOR WREATHS, ROPE AND TWO HO	42.19		231.10
1349 - THE LINK NEWS, INC	PO 2045 Legal Advertising	28.65		28.65
1373 - TWO RIVER WATER RECLAMATION	PO 2167 POOL AT BLACKBERRY BAY PARK	792.00		792.00
1382 - US POSTAL SERVICE	PO 2153 USPS MARKETING MAIL	225.00		225.00
1383 - V&B AUTO REPAIR LLC	PO 2084 Repairs to Unit 4 & New Battery Uni	1,444.93		1,444.93
1387 - VERIZON	PO 2142 2018 OEM - 10/1-10/22/18	230.13		
	PO 2203 2018 LIBRARY - 10/28-11/27/18	242.77		
	PO 2296 FIRE ALARM MONITOR - 11/8-12/7/18	43.80		
	PO 2399 2018 OEM - 11/1-12/22/18	233.72		750.42
1388 - VERIZON WIRELESS	PO 2215 FIRST AID AIR CARD - 10/24-11/23/1	155.22		
	PO 2187 2018 PD WIRELESS SERV - 9/27-10/26/	366.40		
	PO 2338 FIRST AID AIR CARD - 11/24-12/23/1	140.04		
	PO 2336 2018 PD WIRELESS SERV - 11/27-12/26	366.12		1,027.78
1389 - VERIZON WIRELESS (OEM)	PO 2201 OEM WIRELESS SERVICE - 10/2-11/1/1	38.01		38.01
1392 - W.B. MASON CO, INC	PO 2040 SUPPLIES FOR VARIOUS DEPARTMENTS -	1,837.33		1,837.33
1396 - WILLIAM RESYNK	PO 2164 Reimbursement for uniform purchase	238.00		238.00
Capital Fund				
1001 - A.R. COMMUNICATIONS	PO 2137 RADIO FOR DUMP TRUCK	295.00		
	PO 2136 RADIO FOR DUMP TRUCK	160.00		
	PO 2196 RADIOS FOR NEW PUBLIC WORKS VEHICLE	424.25		
	PO 2195 RADIOS FOR NEW PUBLIC WORKS VEHICLE	424.25		1,303.50
1038 - BOROUGH OF SHREWSBURY	PO 1449 SHARED SERVICE HOT BOX - RESOLUTION	11,676.67		
	PO 2194 SET UP OF JET TRUCK	2,932.65		14,609.32
1075 - DELL MARKETING L.P.	PO 650 OLD PO#17-01520; SERVER FINANCE SOF	4,663.20		4,663.20
1105 - FIREFIGHTER ONE, LLC	PO 2017 SCBA BOTTLES RESOLUTION #2018-150	10,120.00		
	PO 2016 SCBA PACKS RESOLUTION #2018-150	37,992.60		48,112.60
1106 - FIORE PAVING COMPANY, INC	PO 2300 OLD PO#17-01174; 2016-2017 ROAD PRO	71,544.72		71,544.72
1138 - HALE TRAILER BRAKE & WHEEL INC	PO 2183 OLD PO#17-01243; OFFICE TRAILER EXP	340.00		340.00
1157 - JOHNNY ON THE SPOT INC	PO 1786 OLD PO#17-01246; RESTROOM SERVICE D	75.00		
	PO 1779 900 MURPHY - TRAILER	199.50		
	PO 1995 RESTROOM SERVICE DPW TRAILER 10/4-1	199.50		
	PO 2157 OLD PO#17-01246; RESTROOM SERVICE D	90.00		564.00
1195 - MASER CONSULTING, P.A.	PO 2361 MILTON AVE ENGINEERING CERTIFICATI	2,925.00		
	PO 2362 BULKHEAD ENGINEERING CERTIFICATION R	827.00		
	PO 2363 ADRIAN AVE CONSTRUCTION OVERSIGHT C	163.00		
	PO 2364 ADRIAN AVE ENGINEERING CERTIFICATIO	3,000.00		
	PO 2365 MYRTLE AVE ENGINEERING CERTIFICATI	3,991.50		
	PO 2398 MAIN STREET ENGINEERING CERTIFICATI	5,617.00		16,523.50
1347 - THE GOLDSTEIN PARTNERSHIP	PO 2354 OCT - ARCHITECTURAL SERVICES	56,909.40		
	PO 2369 NOV - ARCHITECTURAL SERVICES	16,704.30		73,613.70
DOG TRUST FUND				
1163 - KELLY WINTHROP, LLC	PO 2232 DEER REMOVAL	34.84		34.84
1445 - Monmouth County SPCA	PO 2099 ANIMAL CONTROL - 9/18	425.00		

List of Bills - (All Funds)

9.B.1.a

Vendor	Description	Payment	Check	Total
1367 - TREASURER:STATE OF NJ HEALTH	PO 2200 ANIMAL CONTROL - 10/18	425.00	850.00	
	PO 2168 Dog Report - October	8.40		
	PO 2358 DOG REPORT - NOVEMBER	3.60	12.00	
OPEN SPACE TRUST				
1533 - BOLEY'S TREE EXPERTS, LLC	PO 1780 TREES - EVERGREEN	5,000.00		
1042 - C&S ELECTRICAL CONTRACTOR, INC	PO 2329 TREES - COMMUNITY CENTER	5,000.00	10,000.00	
	PO 2060 BLACKBERRY FLAGPOLE LIGHT	267.50		
1077 - DEW DROP LAWN SPRINKLERS	PO 2250 ELECTRICAL WORK - OLD WHARF PARK	1,633.50	1,901.00	
	PO 2205 OLD WHARF PARK, CHARLES PARK, BBB	1,035.00	1,035.00	
1157 - JOHNNY ON THE SPOT INC	PO 1784 MARIA GATTA PARK - RESTROOMS JUNE 2	291.20		
	PO 2010 MARIA GATTA PARK - RESTROOMS SEPT	291.20		
	PO 2185 MARIA GATTA PARK - RESTROOMS - OCT	326.20	908.60	
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 2052 BLUE STONE - BLACKBERRY BAY	122.00	122.00	
1362 - TREASURER: STATE OF NJ	PO 2286 RECYCLING COMPLIANCE MONITORING FEE	1,015.00	1,015.00	
SUI Trust				
1331 - STATE OF NJ - DEPT OF LABOR	PO 2138 JUNE-JULY UNEMPLOYMENT CLAIMS	5,867.00	5,867.00	
OTHER TRUST				
1262 - OCEANPORT FIRST AID SQUAD	PO 2238 Downtown E. Main Street Holiday Dec	1,080.00	1,080.00	
1362 - TREASURER: STATE OF NJ	PO 2287 RECYCLING COMPLIANCE MONITORING FEE	1,015.00	1,015.00	
1394 - WASTE MANAGEMENT OF NJ, INC	PO 2064 RECYCLING MIXED PAPER 9/18	427.50		
	PO 2068 RECYCLING CARDBOARD 9/18	735.00		
	PO 2125 RECYCLE COMMINGLE 10/18	643.00		
	PO 2188 RECYCLING NEWSPAPER 9/28-10/3018	505.50		
	PO 2189 RECYCLING MIXED PAPER 10/2 & 10/22	781.50	3,092.50	
DEVELOPERS ESCROW TRUST				
1499 - KEVIN E KENNEDY, ESQ	PO 2242 502 BRANCHPORT - CATALOG #776452034	375.00		
	PO 2241 36 TOHICON - CATALOG #7764520340	360.00		
	PO 2388 61 WERAH - CATALOG #7764520324	240.00		
	PO 2387 86 SEA GIRT - CATALOG #7764520336	360.00		
	PO 2386 36 TOHICON - CATALOG #7764520077	240.00		
	PO 2385 47 HIAWATHA - CATALOG #7764520358	375.00	1,950.00	
1195 - MASER CONSULTING, P.A.	PO 2094 47 TECUMSEH AVE; CATALOG #776452033	203.75		
	PO 2111 Plot Plan Review - 36 PEMBERTON	125.00		
	PO 2262 43 GENESEE, POOL - CATALOG #7764520	125.00		
	PO 2264 FT MONMOUTH FITNESS CTR - CATALOG #	163.00		
	PO 2265 ACUTE CARE AT FT MONMOUTH - CATALOG	365.50		
	PO 2267 47 TECUMSEH - CATALOG #7764520332	489.00		
	PO 2268 502 BRANCHPORT - CATALOG #776452034	81.50		
	PO 2269 36 TOHICAN - CATALOG #774520077	122.25	1,675.00	
	PO 2261 86 SEA GIRT - CATALOG #7764520336	163.00	163.00	
	PO 2298 47 HIAWATHA - CATALOG #7764520358	163.00		
1195 - MASER CONSULTING, P.A.	PO 2270 1262 TURF - CATALOG #7764520374	122.25	285.25	
1340 - T&M ASSOCIATES	PO 2132 RPM NORTH POST - CATALOG #776452021	4,141.99		
	PO 2131 RPM SOUTH POST - CATALOG #776452021	1,527.75		
	PO 2293 RPM SOUTH POST - CATALOG #776452021	544.63		
	PO 2292 RPM NORTH POST - CATALOG #776452021	4,546.47		
	PO 2299 RPM SOUTH POST CATALOG #7764520217	4,577.75		
	PO 2297 RPM NORTH POST CATALOG #7764520217	1,831.25	17,169.84	
	PO 1997 PB Notice of Decision - Tecumseh Av	8.55	8.55	
TOTAL			1,624,401.92	

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	1,344,832.90
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	11,859.94			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	790.53			
01-201-20-155-200	LEGAL SERVICES OE	8,716.00			
01-201-20-165-200	BOROUGH ENGINEER OE	4,750.00			
01-201-21-180-200	PLANNING BOARD OE	1,043.50			
01-201-22-195-200	CONSTRUCTION CODE OE	204.43			
01-201-23-210-202	HEALTH	126,178.00			
01-201-23-210-203	DENTAL	7,676.00			

Summary By Account

9.B.1.a

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-25-240-200	POLICE OE	13,416.17			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	528.01			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	5,816.96			
01-201-25-260-200	FIRST AID ORGANIZATION OE	6,349.47			
01-201-25-265-200	FIRE DEPARTMENT OE	1,195.99			
01-201-25-265-209	REPAIRS & MAINTENANCE	27,018.97			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	158.06			
01-201-26-300-271	REPAIRS	684.52			
01-201-26-300-273	SUPPLIES	617.10			
01-201-26-300-281	UNIFORM RENTAL	290.80			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	14,141.68			
01-201-26-306-200	RECYCLING OE	2,833.32			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	4,289.16			
01-201-26-310-252	REPAIRS & EQUIPMENT	2,216.00			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	4,525.89			
01-201-29-390-200	LIBRARY OE	563.75			
01-201-30-420-200	CELEBRATION OF PUB. EVENTS OE	30.35			
01-201-31-430-200	UTILITIES	5,406.65			
01-201-31-430-201	JCPL-Buildings	3,726.46			
01-201-31-430-203	TELEPHONE	1,478.82			
01-201-31-430-204	New Jersey American Water	1,637.48			
01-201-31-430-205	NATURAL GAS	1,809.63			
01-201-31-430-206	UTILITIES-SEWER	792.00			
01-201-31-430-207	STREET LIGHTING	11,033.24			
01-201-31-465-200	SANITATION DUMPING FEES	22,583.72			
01-201-43-490-200	MUNICIPAL COURT OE	618.70			
01-203-20-100-200	(2017) ADMINISTRATIVE & EXECUTIVE OE		940.98		
01-203-21-180-300	(2017) MRT & BORO PROP PLAN FEES OE		467.50		
01-203-28-371-200	(2017) PARKS AND PLAYGROUNDS OE		3,672.45		
01-206-55-000-046	REGIONAL SCHOOL TAX			249,771.00	
01-207-55-000-045	LOCAL SCHOOL TAX			794,999.67	
TOTALS FOR	Current Fund	294,981.30	5,080.93	1,044,770.67	1,344,832.90
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	109.90
02-213-40-700-025	CLEAN COMMUNITIES			109.90	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	109.90	109.90
04-101-01-100-011	CAPITAL CASH - TD			0.00	231,274.54
04-215-55-464-000	BOND ORD 950-3 UNFUNDED			10,120.00	
04-215-55-471-000	TECHNOLOGY ORD 965			4,663.20	
04-215-55-474-000	MUNICIPAL COMPLEX ORD #970			74,517.70	
04-215-55-973-A00	2017 #973 VARIOUS CAPITAL EQUIPMENT			75,780.87	
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA			16,523.50	
04-215-55-988-B00	EQUIPMENT FOR FACILITIES			49,669.27	
TOTALS FOR	Capital Fund	0.00	0.00	231,274.54	231,274.54
05-101-00-100-011	CASH - TD			0.00	896.84
05-161-00-500-040	DUE TO STATE OF NJ			12.00	
05-270-00-500-020	RESERVE FOR EXPENDITURES			884.84	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	896.84	896.84
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	14,981.60
06-270-00-500-020	RESERVE FOR OPEN SPACE			14,981.60	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	14,981.60	14,981.60
14-101-01-100-101	Cash SUI Trust			0.00	5,867.00
14-270-55-600-155	Reserve for SUI			5,867.00	
TOTALS FOR	SUI Trust	0.00	0.00	5,867.00	5,867.00

Summary By Account

9.B.1.a

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	5,187.50
60-270-55-600-177	RES FOR COM ENHANCEMENT & BEAUTIFICATION			1,080.00	
60-270-55-600-206	RES FOR RECYCLING			4,107.50	
TOTALS FOR	OTHER TRUST	0.00	0.00	5,187.50	5,187.50
		=====	=====	=====	=====
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	21,251.64
61-270-55-600-205	RES.FOR DEV.ESCROW			21,251.64	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	21,251.64	21,251.64
		=====	=====	=====	=====

Total to be paid from Fund 01 Current Fund	1,344,832.90
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	109.90
Total to be paid from Fund 04 Capital Fund	231,274.54
Total to be paid from Fund 05 DOG TRUST FUND	896.84
Total to be paid from Fund 06 OPEN SPACE TRUST	14,981.60
Total to be paid from Fund 14 SUI Trust	5,867.00
Total to be paid from Fund 60 OTHER TRUST	5,187.50
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	21,251.64

	1,624,401.92

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

From 12/01/2018 to 12/31/2018 With a Line Amount > 10000

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
12/03/2018		1449		04-215-55-988-B01	SHARED SERVICE HOT BOX BOROUGH OF SHREWSBURY	11,676.67	11,676.67	04-101-01-100-011
12/03/2018		1365		01-207-55-000-045	DECEMBER TAX REMITTANCE OCEANPORT BOARD OF EDUCATION	794,999.67	794,999.67	01-101-01-000-011
12/03/2018		1288		01-206-55-000-046	SHORE REGIONAL HIGH SCHOOL	249,771.00	249,771.00	01-101-01-000-011
12/06/2018		2354		04-215-55-474-006	ARCHITECTURAL SERVICES 10/1-10/31/18 THE GOLDSTEIN PARTNERSHIP	56,909.40	56,909.40	04-101-01-100-011
12/07/2018		2369		04-215-55-474-006	ARCHITECTURAL SERVICES 11/1-11/30/18 THE GOLDSTEIN PARTNERSHIP	16,704.30	16,704.30	04-101-01-100-011
12/07/2018		2016		04-215-55-988-B04 04-215-55-988-B04 04-215-55-988-B04	AIR PACKS FACE PIECE TRADE IN ALLOWANCE FF1 PROFESSIONAL SAFETY SERVIC	40,500.00 1,992.60 -4,500.00	37,992.60	04-101-01-100-011
12/07/2018		2017		04-215-55-464-249 04-215-55-464-249	SCOTT SAFETY SCPA CARBON WRAPPED CYLINDER TRADE IN ALLOWANCE FF1 PROFESSIONAL SAFETY SERVIC	10,620.00 -500.00	10,120.00	04-101-01-100-011
12/07/2018		2308		01-201-23-210-202 01-201-23-210-203	HEALTH DENTAL CENTRAL JERSEY HEALTH INSURANC	63,089.00 3,838.00	66,927.00	01-101-01-000-011
12/07/2018		2397		01-201-25-265-209-7	REPAIR TO TRUCK ELITE EQUIPMENT SERVICES INC	22,749.00	22,749.00	01-101-01-000-011

DECEMBER SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				1,134,446.67
04-101-01-100-011	CAPITAL CASH - TD				133,402.97
01-201-23-210-202	HEALTH		63,089.00		
01-201-23-210-203	DENTAL		3,838.00		
01-201-25-265-209-7	REPAIRS TO VEHICLES		22,749.00		
01-206-55-000-046	REGIONAL SCHOOL TAX			249,771.00	
01-207-55-000-045	LOCAL SCHOOL TAX			794,999.67	
04-215-55-464-249	FIRE DEPT. EQUIPMENT & IMPROVEMENTS			10,120.00	
04-215-55-474-006	ARTHITECTURAL SERVICES			73,613.70	
04-215-55-988-B01	SHARED SERVICE HOT BOX			11,676.67	
04-215-55-988-B04	SCBA			37,992.60	
DECEMBER TOTALS (FOR RANGE):			89,676.00	1,178,173.64	1,267,849.64

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				1,134,446.67
04-101-01-100-011	CAPITAL CASH - TD				133,402.97
01-201-23-210-202	HEALTH		63,089.00		
01-201-23-210-203	DENTAL		3,838.00		
01-201-25-265-209-7	REPAIRS TO VEHICLES		22,749.00		
01-206-55-000-046	REGIONAL SCHOOL TAX			249,771.00	
01-207-55-000-045	LOCAL SCHOOL TAX			794,999.67	
04-215-55-464-249	FIRE DEPT. EQUIPMENT & IMPROVEMENTS			10,120.00	
04-215-55-474-006	ARTHITECTURAL SERVICES			73,613.70	
04-215-55-988-B01	SHARED SERVICE HOT BOX			11,676.67	
04-215-55-988-B04	SCBA			37,992.60	
TOTALS (FOR RANGE):			89,676.00	1,178,173.64	1,

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE CANCELLATION OF GRANT APPROPRIATION
RESERVES AGAINST GRANTS RECEIVABLE**

Resolution

WHEREAS, there exists various Grant Receivables and Grant Reserves on the balance sheet;
and

WHEREAS, the requirements of the grants have been carried out and it is necessary to formally cancel the receivable balances and if applicable, their offsetting appropriation balances from the balance sheet; and

WHEREAS, the Chief Financial Officer recommends the following balances in the grant fund be hereby canceled:

<u>Grant Name</u>	<u>Grant Receivable</u>	<u>Grants Appropriated</u>
CDBG - Post Sandy Planning Assistance	\$ 1,021.94	\$ 1,592.08
CDBG - Post Sandy Monmouth Park Redevelopment	\$ 0.01	\$ 1,318.41
CDBG - Post Sandy East Main Street	\$ 165.87	\$ 3.92
CDBG - Post Sandy Planning GIS	\$ 4,510.28	\$ 3,296.90
Direct Install		\$ 0.49
	\$ 5,698.10	\$ 6,211.80

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport that the adjustments are hereby made.

BE TI FURTHER RESOLVED that a copy of this resolution be filed with the Borough Chief Financial Officer.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REFUND FOR OVERPAYMENT OF PROPERTY TAXES
BLOCK 130, LOT 4 ALSO KNOWN AS 1202 TURF DRIVE**

Resolution

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the Tax Collector is hereby authorized to refund overpayment due to the property owner being exempt as a result of a veteran exemption and is as follows:

Block 130 Lot 4	James A & Janis R Palumbo	2018	\$303.06
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**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #18-00011 FOR
BLOCK 115, LOT 14 KNOWN AS 7 CENTER STREET**

Resolution

WHEREAS, at the Borough Tax Sale held on August 23, 2018, a lien was sold on Block 115, Lot 14 otherwise known as 7 Center St; and

WHEREAS, this lien, known as Tax Sale Certificate 18-00011 was sold to Trystone Capital Assets LLC at an interest rate of 0% and;

WHEREAS, the owner's representative has redeemed certificate 18-00011 in the amount of \$515.09.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$515.09 payable to Trystone Capital Assets LLC, PO Box 1030, Brick NJ 08723 for the redemption of Tax Sale Certificate 18-00011.

BE IT FURTHER RESOLVED, that the CFO be authorized to issue a check in the amount of \$1,400 (Premium) to the aforementioned lienholder.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #18-00003 FOR
BLOCK 44, LOT 8 KNOWN AS 23 MONMOUTH BLVD**

Resolution

WHEREAS, at the Borough Tax Sale held on August 23, 2018, a lien was sold on Block 44 Lot 8 otherwise known as 23 Monmouth Blvd; and

WHEREAS, this lien, known as Tax Sale Certificate 18-00003 was sold to Trystone Capital Assets LLC at an interest rate of 0% and;

WHEREAS, the owner's representative has redeemed certificate 18-00003 in the amount of \$ 515.09.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$515.09 payable to Trystone Capital Assets LLC, PO Box 1030, Brick NJ 08723 for the redemption of Tax Sale Certificate 18-00003.

BE IT FURTHER RESOLVED, that the CFO be authorized to issue a check in the amount of \$1,400 (Premium) to the aforementioned lienholder.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #18-00008 FOR
BLOCK 101, LOT 14 KNOWN AS 7 LAKE DRIVE**

Resolution

WHEREAS, at the Borough Tax Sale held on August 23, 2018, a lien was sold on Block 101 Lot 14 otherwise known as 7 Lake Dr; and

WHEREAS, this lien, known as Tax Sale Certificate 18-00008 was sold to US Bank as cust for Actlien Holding Inc at an interest rate of 0%; and

WHEREAS, the owner's representative has redeemed certificate 18-00008 in the amount of \$ 511.80.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$511.80 payable to US Bank as cust for Actlien Holding Inc, 50 S 16th St Suite 2050, Philadelphia PA 19102for the redemption of Tax Sale Certificate 18-00008.

BE IT FURTHER RESOLVED, that the CFO be authorized to issue a check in the amount of \$1,100 (Premium) to the aforementioned lienholder.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT FOR THE DEAL AVENUE BULKHEAD
IMPROVEMENTS PROJECT**

Resolution

WHEREAS, the Borough of Oceanport solicited bids for the Deal Avenue Bulkhead Improvements project; and

WHEREAS, the said bid solicitation process was effectuated in accordance with prevailing provision of the Local Public Contracts Law, pursuant to N.J.S.A 40A:11-1 et seq.; and

WHEREAS, in response to the subject bid solicitations process the Borough of Oceanport received four (4) bids; and

WHEREAS, the lowest responsible, responsive bid for the base bid was submitted by Albert Marine Construction, 65 Pennsylvania Ave, Waretown, NJ 08758 hereinafter referred to as "Contractor" in the sum of Seventy-Five thousand Four hundred Eight dollars and no cents (\$75,408.00); and

WHEREAS, the Contractor has complied with the mandatory requirements of N.J.S.A. 40A:11-23.2.

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

1. That the Borough of Oceanport is hereby authorized to award the Deal Avenue Bulkhead Improvements Project to Albert Marine Construction, 65 Pennsylvania Ave, Waretown, NJ 08758 subject to the conditions set forth herein.
2. That said Contract shall be in the total sum of Seventy-Five thousand Four hundred Eight dollars and no cents (\$75,408.00).
3. That the within award of contract shall be subject to the Borough's Chief Financial Officer certifying in writing that funds are available for the stated purposes.
4. That the within award of Contract shall be contingent upon the Contractor submitting Appropriate Performance Security, which guarantees shall be approved as to form by the Borough Attorney.
5. That the Mayor and Clerk are hereby authorized to sign any and all documents necessary to effectuate the intentions of the within Resolution - including but not limited to, the Contract subject to the review of said Contract by the Borough Attorney.

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized to return the bid security to the remaining unsuccessful bidders, within three (3) days of signed Contracts and the approval of the Contractor's Performance Guarantees.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in Account #04-215-55-988-A01 in the amount of \$75,408.00 for the stated purpose.

CATHERINE D. LAPORTA, CFO



Catherine D. LaPorta, CFO



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

9.B.7.a

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

November 26, 2018

Honorable Mayor and Council
Borough of Oceanport
315 East Main Street
Oceanport, NJ 07757

Re: Deal Avenue Bulkhead Replacement Project
Borough of Oceanport, Monmouth County, New Jersey
Project No. OPB-160

Dear Mayor and Council:

On Tuesday, November 20, 2018 at 11:00 a.m., bids were received for the Deal Avenue Bulkhead Replacement Project. We have reviewed the bids and found a minor mathematical error in the bid from Compass Construction. A comparison of the bids is as follows:

CONTRACTOR	TOTAL PROPOSAL BID
Albert Marine Construction	\$75,408.00
J.E. Hannon Inc, T/A Bird Construction	\$79,225.00
R. Kremer & Son Construction	\$90,873.00
Compass Construction	\$118,225.00

Our office has worked with the apparent low bidder in the past and has found their work to be acceptable. Based upon our review of the above referenced bid it is our recommendation that the contract be awarded to Albert Marine Construction, 65 Pennsylvania Avenue, Waretown, NJ 08758 for total amount bid. Any award shall be conditioned upon the review and approval of the bid documents by the Borough Attorney, and the availability of funds.

If you should have any questions or require additional clarification, please do not hesitate to contact me.

Very truly yours,

MASER CONSULTING P.A.

William H.R. White, III, P.E., P.P., C.M.E.
Oceanport Borough Engineer

WHW/nb
Enclosures

cc: Jeanne Smith, RMC, Borough Clerk (with enclosure and original bids)
Scott Arnette, Esq., Borough Attorney (via email)

\\hqfas1\general\projects\opb\opb-160\correspondence\out\181126_ whw_ council_ rec. of award.docx

BID SUMMARY SHEET FOR:
OCEANPORT
DEAL AVENUE BULKHEAD

Deal Avenue Bulkhead Replacement Borough of Oceanport, Monmouth County, New Jersey OPB-160			Albert Marine Construction 65 Pennsylvania Avenue Waretown, NJ 08758		J.E. Hannon Inc. T/A Bird Construction 105 Harbor Inn Road Bayville, NJ 08721	
Item	Description	UNIT	Qty	Unit Price	Item Total	Item Total
BASE BID ITEMS						
1	MOBILIZATION	LS	1	\$6,669.00	\$6,669.00	\$12,600.00
2	CLEARING SITE	LS	1	\$5,669.00	\$5,669.00	\$9,650.00
3	ANCHORED VINYL SHEET PILE BULKHEAD	LF	65	\$869.00	\$56,485.00	\$41,275.00
4	GUARD FENCE	LF	55	\$102.00	\$5,610.00	\$10,450.00
5	TOPSOILING, 4" THICK (IF & WHERE DIRECTED)	SY	150	\$3.00	\$450.00	\$3,150.00
6	FERTILIZING AND SEEDING, TYPE F (IF & WHERE DIRECTED)	SY	150	\$2.00	\$300.00	\$1,050.00
7	STRAW MULCHING (IF & WHERE DIRECTED)	SY	150	\$1.50	\$225.00	\$1,050.00
TOTAL BASE BID AMOUNT					\$75,408.00	\$79,225.00

BID SUMMARY SHEET FOR:
OCEANPORT
DEAL AVENUE BULKHEAD

Deal Avenue Bulkhead Replacement Borough of Oceanport, Monmouth County, New Jersey OPB-160				R. Kremer & Son Marine Contractors, LLC 253 Drum Point Road Brick, NJ 08723		Compass Construction P.O. Box 191 New Egypt, NJ 08533	
Item	Description	UNIT	Qty	Unit Price	Item Total	Unit Price	Item Total
BASE BID ITEMS							
1	MOBILIZATION	LS	1	\$12,000.00	\$12,000.00	\$9,900.00	\$9,900.00
2	CLEARING SITE	LS	1	\$5,688.00	\$5,688.00	\$8,000.00	\$8,000.00
3	ANCHORED VINYL SHEET PILE BULKHEAD	LF	65	\$1,000.00	\$65,000.00	\$1,450.00	\$94,250.00
4	GUARD FENCE	LF	55	\$67.00	\$3,685.00	\$75.00	\$4,125.00
5	TOPSOILING, 4" THICK (IF & WHERE DIRECTED)	SY	150	\$10.00	\$1,500.00	\$5.00	\$750.00
6	FERTILIZING AND SEEDING, TYPE F (IF & WHERE DIRECTED)	SY	150	\$10.00	\$1,500.00	\$5.00	\$750.00
7	STRAW MULCHING (IF & WHERE DIRECTED)	SY	150	\$10.00	\$1,500.00	\$3.00	\$450.00
TOTAL BASE BID AMOUNT					\$90,873.00		\$118,225.00

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF ENTITY ADMINISTRATOR OF THE FEDERAL
GOVERNMENT'S SYSTEM OF AWARDS MANAGEMENT (SAM) FOR THE
BOROUGH**

Resolution

WHEREAS, the Borough of Oceanport participates in the System for Award Management ("SAM"), an official website of the U.S. government, in order to do business with the U.S. government; and

WHEREAS, the Borough must maintain an active registration while engaged in projects such as Community Development Block Grants or FEMA assistance projects by which the Borough may receive reimbursement payments for various grants and other activities involving the U.S. Government; and

WHEREAS, "SAM" now requires that the Borough formally appoint an Entity Administrator for the Borough that will attest to the accuracy of the information contained in the entity registration.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that the Chief Financial Officer is hereby appointed as the Entity Administrator for the U.S. government's System for Award Management.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute any documents necessary to effectuate same.

Template 1 – Single Entity (located in the U.S. or its outlying areas)

Background

The System for Award Management (SAM) is a computer system accessed by the Internet managed by the U.S. Government. Entities must have an active registration in SAM to do business with the U.S. Government. An “entity” is the company, business, or organization registering in SAM. Each entity is represented by a nine-digit unique entity identifier, the Data Universal Numbering System (DUNS®) Number as issued by Dun & Bradstreet.

Only individuals who are authorized to represent a particular entity, or individuals representing themselves as an entity, may register an entity in SAM. Accessing or using SAM, or information contained therein, for any unauthorized or illegal purposes, may have civil and criminal penalties, and may negatively impact the status of the SAM registration maintained for the entity.

Instructions to Entity

- 1. Single Entity.** Use this template to formally appoint an Entity Administrator for 1) a single, domestic entity located in the U.S. or its outlying areas, or 2) a single, international entity that uses banking information from a U.S. financial institution in their SAM entity registration.
- 2. Complete the template.** Fill in the blanks. Enter the highlighted information on the next two pages. Do not include this instruction page in your letter.
- 3. Print the letter on your entity’s letterhead.** If you don’t have letterhead, enter your entity’s legal business name and physical address at the top of the letter before printing.
- 4. Sign the completed letter in the presence of the notary.** Make sure the person who signs the letter is someone with signatory authority, i.e. who can make commitments on behalf of the entity like an executive, officer, partner, or other authorized signatory. The notary will confirm the signatory’s identity in accordance with your state’s notary procedures.
- 5. Mail the completed, signed, notarized letter.** Your letter will be reviewed for completeness upon receipt at the Federal Service Desk at:

FEDERAL SERVICE DESK
ATTN: SAM.GOV REGISTRATION PROCESSING
460 INDUSTRIAL BLVD
LONDON, KY 40741-7285
UNITED STATES OF AMERICA

If incomplete or incorrect, you will be contacted. Your registration will not be activated until an approved letter is on file.

End of instructions. Complete the template that follows.

[PRINT LETTER ON ENTITY LETTERHEAD]

[Insert Date]

FEDERAL SERVICE DESK
ATTN: SAM.GOV REGISTRATION PROCESSING
460 INDUSTRIAL BLVD
LONDON, KY 40741-7285
UNITED STATES OF AMERICA

SUBJECT: Information Required to Activate SAM Entity Registration

Purpose of Letter

The purpose of this letter is to formally appoint an Entity Administrator for the named Entity and to attest to the accuracy of the information contained in the entity registration.

Designation of Entity Administrator

I, [Insert Name and Title of Signatory], the below signed individual, hereby confirm that the appointed Entity Administrator is an authorized officer, agent, or representative of the Entity. This letter authorizes the appointed Entity Administrator to manage the Entity's registration record, its associated users, and their roles to the Entity, in the System for Award Management (SAM).

Entity Covered by this Letter

DUNS® Number: _____

Legal Business Name: _____

Physical Address: _____

Entity Administrator Contact Information

Full Name: _____

Phone Number: _____

Email Address: _____

**The Entity Administrator must have an individual user account in SAM associated with the email address listed.*

Account Administration Preference (ONLY CHOOSE ONE)

You must choose **ONE** of the two following statements by checking the applicable box. Remember, there is no cost to register in SAM -- it is free. However, if you choose to have a third-party agent administer your SAM registration, with or without an associated fee, you must check the Third-Party Agent Designation box below.

☐ **Self-Administration Confirmation**

For the purpose of registering with the United States Government through the online System for Award Management (SAM), I do not authorize any third party to act on

[PRINT LETTER ON ENTITY LETTERHEAD]

behalf of the Entity listed above. I have checked the Self-Administration Confirmation box to indicate that the designated Entity Administrator is not a third-party agent.

☐ **Third-Party Agent Designation**

For the purpose of registering with the United States Government through the online System for Award Management (SAM), I do hereby authorize **[insert full name, phone number, address, and email address of the Third-Party Agent]** (Designated Third-Party Agent) to act on behalf of the Entity listed above. This authorization permits the Designated Third-Party Agent to conduct all normal, common business functions within SAM while binding the signatory to all actions conducted and representations made as a result of authorization granted herein. I have checked the Third-Party Agent Designation box and completed the above information to indicate that the designated Entity Administrator is a third-party agent.

Attestation

I, the below-signed, attest to the following:

- All information contained in this letter is complete and accurate.
- The designated Entity Administrator listed above has an individual SAM User Account created with the email address provided in this letter.
- The banking information provided for Electronic Funds Transfer on the Financial Information Page in the SAM.gov registration for the Entity above is correct and accurate.

Respectfully,

[Insert Full Name of Signatory]

[Insert Title of Signatory, e.g. Director of Contracting, Managing Partner, Vice President for Research, etc.]

[Insert Email of Signatory]

[Insert Entity Legal Business Name]

[Insert Entity Physical Address]

[PRINT LETTER ON ENTITY LETTERHEAD]

TO BE COMPLETED BY NOTARY
(in accordance with State notary requirements)

State of _____

County of _____

This instrument was acknowledged before me this _____ day of _____ (month),
_____ (year), by _____ (name of
officer or agent, title or officer or agent) of _____
(name of entity).

_____ Personally Known

_____ Produced Identification

Type of ID and Number on ID _____

(Seal)

Signature of Notary

Name of Notary
(Typed, Stamped or Printed)

Notary Public, State of _____

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #2 - 2017 ROAD PROGRAM CONTRACT**

Resolution

WHEREAS, change orders are regulated by Local Finance Board Regulations (N.J.A.C. 5:30-14.4); and

WHEREAS, there is a need to amend the contract with Fiore Paving Co. as stated in a letter from the Engineer dated November 15, 2018; and

WHEREAS, the original contract of \$1,021,718.12 was reduced by Change Order #1 to \$1,015,597.96 and Change Order #2 will further reduce the contract to \$981,802.32 to reflect adjustments for as-built quantities; and

WHEREAS, the Borough Council is satisfied that the requested change is necessary and that it will actually be carried out.

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

1. Change Order #2 to the contract between the Borough of Oceanport and Fiore Paving Co. is hereby approved.
2. The Administrator or Borough Clerk are hereby authorized to sign the change order on behalf of the Borough.



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

9.B.9.a

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

November 15, 2018

VIA HAND DELIVERY

Honorable Mayor and Council
Borough of Oceanport
315 East Main Street
Oceanport, NJ 07757

Re: Partial Payment No. 5
2017 Road Program
Borough of Oceanport, Monmouth County, New Jersey
MC Project No. OPB-150

Dear Mayor and Council:

We are writing this letter to certify that Fiore Paving Company, 4 Fiore Court, Oceanport, NJ 07757, contractor for the above-referenced project, has completed the work as listed on the enclosed Partial Payment Certificate No. 5, and is entitled to payment in the amount of \$71,544.72.

Also enclosed with this Payment are four copies of Change Order No. 2. This adjusts some items to their as-built quantities and provides a reduction in the overall contract in the amount of \$33,795.64. The original contract amount was \$1,021,718.12. Change Order #1 reduced the contract amount to \$1,015,597.96. Change Order #2 further reduces the contract to \$981,802.32. Please return all four copies of the execute Change Order to our office.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to be 'W. White, III'.

William H.R. White, III, P.E., P.P., C.M.E.
Oceanport Borough Engineer

WHW/nb

Enclosures

cc: Jeanne Smith, RMC, Borough Clerk

\\Hqfas1\general\Projects\Opb\OPB-150\Correspondence\OUT\181115_Whw_MayorAndCouncil_Est#5.docx

BOROUGH OF OCEANPORT

PAYMENT APPLICATION NO. 5

DATE: 11/12/2018

Contractor: Fiore Paving Co., Inc.
4 Fiore Court
Oceanport, NJ 07757

Project No. OPB-150

ESTIMATE OF THE AMOUNT AND VALUE OF WORK COMPLETED UNDER CONTRACT FOR:

Period 9/26/18 to 11/12/18

2017 ROAD PROGRAM

Item	Description	Contract Quantity	Unit	Unit or Lump Sum Price	Contract Totals	Amended Quantity	Previous Quantity	Current Period		Total To Date	
								Quantity	Amount	Quantity	Amount
	PROPOSAL A - MAIN STREET										
1	CLEARING SITE	1	LS	\$23,000.00	\$23,000.00		1.00		\$0.00	1.00	23,000.00
2	EXCAVATION, UNCLASSIFIED (1F & WHERE DIRECTED)	195	CY	\$0.01	\$1.95		5.00		\$0.00	5.00	0.05
3	HMA MILLING, 3" OR LESS	5635	SY	\$3.00	\$16,905.00		4,805.00	295.00	\$885.00	5100.00	15,300.00
4	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK (1F & WHERE DIRECTED)	500	SY	\$0.01	\$5.00		0.00		\$0.00	0.00	0.00
5	HOT MIX ASPHALT 19M64, BASE COURSE, 6" THICK (1F & WHERE DIRECTED)	180	TON	\$65.00	\$11,700.00		1.87		\$0.00	1.87	121.55
6	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK	710	TON	\$70.00	\$49,700.00		566.91		\$0.00	566.91	39,683.70
7	TACK COAT	800	GAL	\$0.01	\$8.00		500.00		\$0.00	500.00	5.00
8	POLYMERIZED JOINT ADHESIVE	1575	LF	\$1.00	\$1,575.00		0.00		\$0.00	0.00	0.00
9	RESET EXISTING CASTING	5	UNIT	\$0.01	\$0.05		0.00		\$0.00	0.00	0.00
10	RECONSTRUCTED INLET TYPE "B", USING NEW CASTING	1	UNIT	\$1,800.00	\$1,800.00		0.00		\$0.00	0.00	0.00
11	BICYCLE SAFE GRATE	1	UNIT	\$400.00	\$400.00		1.00		\$0.00	1.00	400.00
12	CURB PIECE, TYPE "N"	3	UNIT	\$400.00	\$1,200.00		3.00		\$0.00	3.00	1,200.00
13	6" X 8" X 18" CONCRETE VERTICAL CURB (1F & WHERE DIRECTED)	320	LF	\$27.50	\$8,800.00		320.00	30.00	\$825.00	350.00	9,625.00
14	CONCRETE SIDEWALK, 4" THICK (1F & WHERE DIRECTED)	170	SY	\$63.00	\$10,710.00		133.00	37.00	\$2,331.00	170.00	10,710.00
15	CONCRETE DRIVEWAY, REINFORCED, 6" THICK (1F & WHERE DIRECTED)	115	SY	\$75.00	\$8,625.00		76.10	36.00	\$2,700.00	112.10	8,407.50
16	DETECTABLE WARNING SURFACE	5	SY	\$225.00	\$1,125.00		3.60		\$0.00	3.60	810.00
17	HMA DRIVEWAY, 5" THICK	50	SY	\$50.00	\$2,500.00		9.20	35.00	\$1,750.00	44.20	2,210.00
18	TRAFFIC STRIPES, 4" WIDE, LONG LIFE	3140	LF	\$0.60	\$1,884.00		2,954.00		\$0.00	2954.00	1,772.40
19	TRAFFIC MARKINGS, THERMOPLASTIC	396	SF	\$3.15	\$1,247.40		156.00		\$0.00	156.00	491.40
20	DRUMS	75	UNIT	\$0.01	\$0.75		40.00		\$0.00	40.00	0.40
21	CONSTRUCTION SIGNS	230	SF	\$12.00	\$2,760.00		40.00	190.00	\$2,280.00	230.00	2,760.00
22	BREAKAWAY BARRICADES	12	UNIT	\$0.01	\$0.12		0.00		\$0.00	0.00	0.00
23	TRAFFIC DIRECTORS, FLAGGER	160	HOURL	\$81.00	\$12,960.00		136.50		\$0.00	136.50	11,056.50

BOROUGH OF OCEANPORT

DATE: 11/12/2018

Contractor: Fiore Paving Co., Inc.
4 Fiore Court
Oceanport, NJ 07757

Project No. OPB-150

ESTIMATE OF THE AMOUNT AND VALUE OF WORK COMPLETED UNDER CONTRACT FOR:
2017 ROAD PROGRAM

Period 9/26/18 to 11/12/18

Packet Pg. 30

Item	Description	Contract Quantity	Unit	Unit or Lump Sum Price	Contract Totals	Amended Quantity	Previous Quantity	Current Period		Total To Date	
								Quantity	Amount	Quantity	Amount
24	TOPSOILING, 4" THICK (IF & WHERE DIRECTED)	200	SY	\$0.01	\$2.00		37.60		\$0.00	37.60	0.38
25	FERTILIZING AND SEEDING, TYPE F (IF & WHERE DIRECTED)	200	SY	\$0.01	\$2.00		37.60		\$0.00	37.60	0.38
26	STRAW MULCHING (IF & WHERE DIRECTED)	200	SY	\$0.01	\$2.00		0.00		\$0.00	0.00	0.00
27	FUEL PRICE ADJUSTMENT	1	LS	\$5,000.00	\$5,000.00		0.00	0.36	\$1,780.60	0.36	1,780.60
28	ASPHALT PRICE ADJUSTMENT	1	LS	\$5,000.00	\$5,000.00		0.00	1.04	\$5,207.07	1.04	5,207.07
	Proposal A Sub-Total										\$134,541.92
	PROPOSAL B										
1	CLEARING SITE	1	LS	\$83,000.00	\$83,000.00		1.00		\$0.00	1.00	83,000.00
2	EXCAVATION, UNCLASSIFIED (IF & WHERE DIRECTED)	1070	CY	\$0.01	\$10.70		678.50		\$0.00	678.50	6.79
3	EXCAVATION, TEST PITS (IF & WHERE DIRECTED)	20	CY	\$50.00	\$1,000.00		1.30		\$0.00	1.30	65.00
4	HMA MILLING, 3" OR LESS	10240	SY	\$2.75	\$28,160.00		8,999.00		\$0.00	8999.00	24,747.25
5	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK (IF & WHERE DIRECTED)	2822	SY	\$0.01	\$28.22		0.00		\$0.00	0.00	0.00
6	HOT MIX ASPHALT 19M64, BASE COURSE, 4" THICK (IF & WHERE DIRECTED)	830	TON	\$85.00	\$70,550.00		475.48	97.00	\$8,245.00	572.48	48,660.80
7	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK	1509	TON	\$81.25	\$122,606.25		1,417.54		\$0.00	1417.54	115,175.13
8	CONCRETE DRIVEWAY, REINFORCED, 6" THICK (IF & WHERE DIRECTED)	418	SY	\$75.00	\$31,350.00		318.42	9.00	\$675.00	327.42	24,556.50
9	HMA DRIVEWAY, 5" THICK (IF & WHERE DIRECTED)	389	SY	\$40.00	\$15,560.00		204.97	21.75	\$870.00	226.72	9,068.80
10	RESET PAVERS	55	SY	\$120.00	\$6,600.00	61.40	61.40		\$0.00	61.40	7,368.00
11	TACK COAT	1897	GAL	\$0.01	\$18.97		790.00		\$0.00	790.00	7.90
12	SEALING OF CRACKS IN HOT ASPHALT SURFACE COURSE	7215	LF	\$1.75	\$12,626.25		0.00		\$0.00	0.00	0.00
13	15" REINFORCED CONCRETE PIPE	30	LF	\$80.00	\$2,400.00		24.00		\$0.00	24.00	1,920.00
14	12" REINFORCED CONCRETE PIPE	80	LF	\$70.00	\$5,600.00	103.00	103.00		\$0.00	103.00	7,210.00
15	12" PVC PIPE, C905 D25	35	LF	\$90.00	\$3,150.00		24.00		\$0.00	24.00	2,160.00
16	INLET, TYPE "B"	7	UNIT	\$3,500.00	\$24,500.00		7.00		\$0.00	7.00	24,500.00

BOROUGH OF OCEANPORT

PAYMENT APPLICATION NO. 5

DATE: 11/12/2018

Contractor: Fiore Paving Co., Inc.
4 Fiore Court
Oceanport, NJ 07757

Project No. OPB-150

ESTIMATE OF THE AMOUNT AND VALUE OF WORK COMPLETED UNDER CONTRACT FOR:

Period 9/26/18 to 11/12/18

2017 ROAD PROGRAM

Item	Description	Contract Quantity	Unit	Unit or Lump Sum Price	Contract Totals	Amended Quantity	Previous Quantity	Current Period		Total To Date	
								Quantity	Amount	Quantity	Amount
17	INLET, TYPE "E"	2	UNIT	\$3,800.00	\$7,600.00		2.00	1.00	\$3,800.00	3.00	11,400.00
18	INLET, TYPE "A"	2	UNIT	\$3,400.00	\$6,800.00		1.00		\$0.00	1.00	3,400.00
19	RIP RAP, D(50) = 3", 9" THICK	9	SY	\$85.00	\$765.00	26.00	26.00		\$0.00	26.00	2,210.00
20	CURB PIECE, TYPE "N"	2	UNIT	\$400.00	\$800.00		0.00		\$0.00	0.00	0.00
21	SET INLET TYPE "B" CASTING	2	UNIT	\$400.00	\$800.00		0.00		\$0.00	0.00	0.00
22	RECONSTRUCT INLET TYPE "B", USING NEW CASTING	1	UNIT	\$1,800.00	\$1,800.00		0.00		\$0.00	0.00	0.00
23	RECONSTRUCT INLET TYPE "A", USING NEW CASTING	1	UNIT	\$1,800.00	\$1,800.00		0.00		\$0.00	0.00	0.00
24	BICYCLE SAFE GRATE	2	UNIT	\$400.00	\$800.00		0.00		\$0.00	0.00	0.00
25	RESET EXISTING CASTING	7	UNIT	\$0.01	\$0.07		0.00		\$0.00	0.00	0.00
26	RESET EXISTING MANHOLE CASTING, SANITARY	5	UNIT	\$0.01	\$0.05		1.00		\$0.00	1.00	0.01
27	6" X 8" X 18" CONCRETE VERTICAL CURB (IF & WHERE DIRECTED)	970	LF	\$27.50	\$26,675.00	1,225.00	1,225.00	165.00	\$4,537.50	1390.00	38,225.00
28	6" X 8" X 20" CONCRETE VERTICAL CURB (IF & WHERE DIRECTED)	150	LF	\$28.50	\$4,275.00	317.00	317.00		\$0.00	317.00	9,034.50
29	CONCRETE CURB AND GUTTER	130	LF	\$32.00	\$4,160.00		116.50		\$0.00	116.50	3,728.00
30	CONCRETE ROLLED CURB	950	LF	\$32.00	\$30,400.00	812.00	812.00		\$0.00	812.00	25,984.00
31	SWALE CURB	1645	LF	\$32.00	\$52,640.00		1,277.00		\$0.00	1277.00	40,864.00
32	GRANITE CURB	8	LF	\$32.00	\$256.00		8.00		\$0.00	8.00	256.00
33	CONCRETE SIDEWALK, 4" THICK (IF & WHERE DIRECTED)	700	SY	\$63.00	\$44,100.00		635.42	19.00	\$1,197.00	654.42	41,228.46
34	DETECTABLE WARNING SURFACE	13	SY	\$225.00	\$2,925.00		8.90		\$0.00	8.90	2,002.50
35	GUIDE SIGN, TYPE GA, BREAKAWAY SUPPORTS	21	SF	\$45.00	\$945.00		0.00	20.00	\$900.00	20.00	900.00
36	RESET SIGN, BREAKAWAY SUPPORTS	4	UNIT	\$200.00	\$800.00		1.00		\$0.00	1.00	200.00
37	TRAFFIC STRIPES, 4" WIDE, THERMOPLASTIC	520	LF	\$0.60	\$312.00		400.00		\$0.00	400.00	240.00
38	TRAFFIC MARKINGS, THERMOPLASTIC	636	SF	\$3.15	\$2,003.40		66.00		\$0.00	66.00	207.90
39	DRUMS	80	UNIT	\$0.01	\$0.80		36.00		\$0.00	36.00	0.36
40	MOUNTED CRASH CUSHION	1	UNIT	\$1,500.00	\$1,500.00		1.00		\$0.00	1.00	1,500.00
41	CONSTRUCTION SIGNS	300	SF	\$12.00	\$3,600.00		32.00	268.00	\$3,216.00	300.00	3,600.00

BOROUGH OF OCEANPORT

PAYMENT APPLICATION NO. 5

DATE: 11/12/2018

Contractor: Fiore Paving Co., Inc.
4 Fiore Court
Oceanport, NJ 07757

Project No. OPB-150

ESTIMATE OF THE AMOUNT AND VALUE OF WORK COMPLETED UNDER CONTRACT FOR:

Period 9/26/18 to 11/12/18

2017 ROAD PROGRAM

Item	Description	Contract Quantity	Unit	Unit or Lump Sum Price	Contract Totals	Amended Quantity	Previous Quantity	Current Period		Total To Date	
								Quantity	Amount	Quantity	Amount
42	BREAKAWAY BARRICADES	39	UNIT	\$0.01	\$0.39		0.00		\$0.00	0.00	0.00
43	TRAFFIC DIRECTORS, FLAGGER	316	HOURL	\$81.00	\$25,596.00		104.00		\$0.00	104.00	8,424.00
44	TREE REMOVAL OVER 6" TO 24" DIAMETER (IF & WHERE DIRECTED)	3	UNIT	\$1,000.00	\$3,000.00		3.00		\$0.00	3.00	3,000.00
45	TREE REMOVAL OVER 24" DIAMETER (IF & WHERE DIRECTED)	1	UNIT	\$2,500.00	\$2,500.00		0.00		\$0.00	0.00	0.00
46	TOPSOILING, 4" THICK (IF & WHERE DIRECTED)	1475	SY	\$6.00	\$8,850.00		1,007.80		\$0.00	1007.80	6,046.80
47	FERTILIZING AND SEEDING, TYPE F (IF & WHERE DIRECTED)	1475	SY	\$1.00	\$1,475.00		750.50		\$0.00	750.50	750.50
48	STRAW MULCHING (IF & WHERE DIRECTED)	1475	SY	\$1.00	\$1,475.00		0.00		\$0.00	0.00	0.00
49	FUEL PRICE ADJUSTMENT	1	LS	\$20,000.00	\$20,000.00	0.25	0.00	0.19	\$3,730.44	0.19	3,730.44
50	ASPHALT PRICE ADJUSTMENT	1	LS	\$20,000.00	\$20,000.00	0.25	0.00	0.27	\$5,300.20	0.27	5,300.20
Supplemental items											
S-1	REROUTE SUMP PUMP DISCHARGE	1	LS	\$1,500.00	\$1,500.00		1.00		\$0.00	1.00	1,500.00
S-2	6" PVC PIPE, C900	30	LF	\$80.00	\$2,400.00		30.00		\$0.00	30.00	2,400.00
S-3	CLEAN STONE (PEMBERTON SWALE)	40	CY	\$65.00	\$2,600.00		40.00		\$0.00	40.00	2,600.00
S-4	6" UNDERDRAIN (PEMBERTON SWALE)	20	LF	\$100.00	\$2,000.00		20.00		\$0.00	20.00	2,000.00
S-5	BELGIUM BLOCK APRON	16.67	SY	\$252.00	\$4,200.84		16.67		\$0.00	16.67	4,200.84
S-6	CONCRETE APRON	30	SY	\$75.00	\$2,250.00			30.00	\$2,250.00	30.00	2,250.00
S-7	3/4" CLEAN STONE FOR FIRE HOUSE	65	CY	\$65.00	\$4,225.00			65.00	\$4,225.00	65.00	4,225.00
S-8	CONCRETE SIDEWALK UNDERDRAIN	7	LF	\$65.00	\$455.00			7.00	\$455.00	7.00	455.00
S-9	3/4" CLEAN STONE FOR FIRST AID	30	CY	\$65.00	\$1,950.00			30.00	\$1,950.00	30.00	1,950.00
S-10	STONE LOT	120	CY	\$65.00	\$7,800.00			120.00	\$7,800.00	120.00	7,800.00
Proposal B Sub-Total											
Add Alternate #1 Oceanport Hook and Ladder Driveway											
A-1	FIRE HOUSE DRIVEWAY	440	SY	\$175.00	\$77,000.00		440.00		\$0.00	440.00	\$77,000.00
Add Alternate #2 First Aid Driveway											
B-1	FIRST AID DRIVEWAY	310	SY	\$175.00	\$54,250.00		235.44		\$0.00	235.44	41,202.00
B-2	CONCRETE DRIVEWAY, REINFORCED, 6" THICK (IF & WHERE DIRECTED)	15	SY	\$75.00	\$1,125.00		15.00		\$4,500.00	75.00	5,625.00
B-3	6" X 8" X 18" CONCRETE VERTICAL CURB (IF & WHERE DIRECTED)	85	LF	\$27.50	\$2,337.50		85.00		\$1,595.00	143.00	3,932.50
\$590,059.67											

**RESOLUTION OF THE BOROUGH OF OCEANPORT
REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL
GOVERNMENT SERVICES AMENDING THE 2018 MUNICIPAL BUDGET PER
N.J.S.A. 40A:4-87 FOR DRUNK DRIVING ENFORCEMENT FUND**

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,

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 2018 in the sum of \$3,795.46 which item is now available as a revenue from Drunk Driving Enforcement Fund pursuant to the provisions of statute; and

BE IT FURTHER RESOLVED, that a like sum of \$3,795.46 be and the same is hereby appropriated under the caption of Drunk Driving Enforcement Fund, \$3,795.46.

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

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AUTHORIZING RENEWAL OF MEMBERSHIP IN THE CENTRAL JERSEY
HEALTH INSURANCE FUND**

Resolution

WHEREAS, a number of public entities in the State of New Jersey have joined together to form the CENTRAL JERSEY HEALTH INSURANCE FUND, hereafter referred to as "the FUND", as permitted by N.J.S.A. 11:15-3, 17:1-8.1, and 40A:10-36 et seq., and;

WHEREAS, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date, and;

WHEREAS, the statutes and regulations governing the creation and operation of a joint health insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such the FUND;

WHEREAS, the governing body of the Borough of Oceanport, hereinafter referred to as "LOCAL UNIT" has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the LOCAL UNIT hereby agrees as follows:

- i. Renew membership with the FUND for the period outlined in the LOCAL UNIT's Indemnity and Trust Agreements.
- ii. Will participate in the following type (s) of coverage (s):
 - a.) Health Insurance and/or Dental Insurance and/or Prescription Coverage as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- iii. Adopts and approves the FUND's Bylaws.
- iv. Execute an application for membership and any accompanying certifications.

BE IT FURTHER RESOLVED that the governing body of the LOCAL UNIT is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the FUND as required by the FUND's Bylaws, and to deliver these documents to the FUND's Executive Director with the express reservation that these documents shall become effective only upon:

- i. Approval of the LOCAL UNIT by the FUND.
- ii. Receipt from the LOCAL UNIT of a Resolution accepting assessment.
- iii. Approval by the New Jersey Department of Insurance and Department of Community Affairs.

**CENTRAL JERSEY HEALTH INSURANCE FUND
INDEMNITY AND TRUST AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 2018, in the County of Monmouth, State of New Jersey, By and Between the CENTRAL JERSEY HEALTH INSURANCE FUND, hereinafter referred to as "The FUND" and the governing body of the BOROUGH OF OCEANPORT, a duly constituted LOCAL UNIT OF GOVERNMENT, hereinafter referred to as "LOCAL UNIT".

WITNESSETH:

WHEREAS, the governing bodies of various local units of government, as defined in N.J.A.C. 11:15-3.2, have collectively formed a Joint Health Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et. seq. and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The LOCAL UNIT accepts the FUND's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.
2. The LOCAL UNIT agrees to participate in the FUND with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the LOCAL UNIT's resolution to join.
3. The LOCAL UNIT agrees to become a member of the FUND and to participate in the health insurance coverages offered for an initial period, (subject to early release or termination pursuant to the Bylaws), such membership to commence on **January 1, 2019** and ending on **December 31, 2021 at 12:00 AM** provided, however, that the LOCAL UNIT may withdraw at any time upon **90-day** written notice to the Fund.
4. The LOCAL UNIT certifies that it has never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.
5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, for the periods during which the member is receiving coverage, all of whom as a condition of membership in the FUND shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the LOCAL UNIT is pledged to the punctual payments of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the LOCAL UNIT for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the LOCAL UNIT retained limit or in an amount which exceeds the FUND's limit of coverage.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.

7. The LOCAL UNIT and the FUND agree that the FUND shall hold all moneys in excess of the LOCAL UNIT's retained loss fund paid by the LOCAL UNIT to the FUND as fiduciaries for the benefit of the FUND claimants all in accordance with N.J.A.C. 11:15-3 et. seq.

8. The FUND shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. 40A:10-36 et. seq., N.J.S.A. 40A:5-1 and such other statutes and regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:

- a) Employer contributions to group health insurance
- b) Employee contributions to contributory group health insurance
- c) Employer contributions to contingency account
- d) Employee contributions to contingency account
- e) Other trust accounts as required by the Commissioner of Insurance

9. Notwithstanding 8 above, to the contrary, the FUND shall not be required to establish separate trust accounts for employee contributions provided the FUND provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.

10. Each LOCAL UNIT of government who shall become a member of the FUND shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.

DATE ADOPTED: _____

BY:

Mayor John F. Coffey, II

ATTEST:

Jeanne Smith, Borough Clerk

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A CONTRACT FOR CLEANING OF BOROUGH BUILDINGS**

Resolution

WHEREAS, the Borough of Oceanport solicited proposals through a fair and open process for cleaning services on February 26, 2018 which resulted in a contract by and between the Borough of Oceanport and Pro Janitorial Services, effective May 1, 2018; and

WHEREAS, the said proposal solicitation was for a contract through the period December 31, 2018 with the option for one (1) year extension; and

WHEREAS, the Contractor has agreed to the one (1) year extension at the same terms of the base year including windows and floor care; and

WHEREAS, the Borough is satisfied with the services provided and wishes to extend the contract for one additional year as provided for in the solicitation,

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport that the Borough of Oceanport does hereby exercise its right to extend the Contract for a one (1) year term commencing January 1, 2019 through December 31, 2019, for the amount of Twenty Three Thousand Four Hundred Seventy (\$23,470.00) and an hourly rate of \$20 for additional cleaning services requested on a special or emergent basis for a total amount not to exceed Twenty Five Thousand (\$25,000) to Pro Janitorial Services, LLC, 308 Clifton Ave, Long Branch, New Jersey subject to provision of the appropriate certificate of insurance and business registration.

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

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, have ascertained that there are sufficient uncommitted funds in Account #1-201-26-310-253 Custodial Services not to exceed \$25,000.00 for CY2019 subject to funding of the 2019 Budget



Catherine D. LaPorta, CFO

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED TO PACERS
EVENTS LLC FOR THE NJ MARATHON TO BE HELD APRIL 28, 2019
WITHIN THE BOROUGH OF OCEANPORT**

Resolution

WHEREAS, Pacers Events LLC made application for a Special Events Permit to hold the 2019 NJ Marathon and Half Marathon with a course that includes portions of Borough roadways; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to Pacers Events LLC for the 2019 NJ Marathon and Half Marathon to be held on April 28, 2019 in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

Michael Fagliarone
Lieutenant



POLICE DEPARTMENT

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

732.222.6300
Main

732.222.6301 ext 1015
Records

732.222.0945
Fax

To: Mayor Jay Coffey, Acting Borough Administrator Donna Phelps, and Borough Clerk Jeanne Smith

CC: Capt. Michael Chenoweth, Lt. Michael Fagliarone, OEM Director Buzz Baldanza, First Aid Capt. Kathy Kenny, Incoming Fire Chief Paul Van Brunt

From: Chief Michael P. Kelly, Oceanport Police Department

Date: November 28, 2018

Re: Special Permit Application-2018 New Jersey Marathon

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the 2019 New Jersey Marathon which will be held within the Borough on Sunday, April 28th, 2019.

I have attached a map of Oceanport that identifies the course route.

Members of the Oceanport Police, including myself, will meet with the Course Management Director, Jamie Thomas, Event Organizer Adam Zocks, and other marathon representatives in reference to the logistics of the event, as well as the planned route, the number of perspective participants. We will have several meetings with those same representative, Monmouth Park Representatives and numerous Municipal, State, County and Federal Law Enforcement and Public Safety agencies in relation to security and planning for the event. These meeting s will take place over the next several months.

We have also reviewed the course map.

Based on the information gathered, the start area being in the same location at Monmouth Park, and the success the Marathon has obtained within Oceanport, I am recommending that the Mayor and Council approve the Special Permit application.

The same traffic and security plan will be in place as it has been in past years. We will make the necessary changes to the traffic and security plan for the any event or security changes.

Notifications of the event, road closures, and detours will be made to the residents and motoring public. These advisories and notifications will be made weeks prior to, and up to the event, through social media, the Borough web page, news outlets, and sign boards.

I will notify your office of any changes in the event that may occur.

BOROUGH OF OCEANPORT

Monmouth County, New Jersey

SPECIAL EVENT PERMIT APPLICATION

Event Name:	Novo Nordisk NJ Marathon & Half Marathon	Event Date(s):	April 28, 2019
Event Type:	road race		
Event Location:	Start at Monmouth Park Racetrack and surrounding roads in Oceanport		
Event Start Time:	7:30am	Event End Time:	Out of Oceanport by 9:30am

Organization Name:	Pacers Events LLC		
Contact Name:	Hilary Biggs, Event Director	Contact Phone #:	6098584535
Billing Contact:	(same as above)	Billing Phone #:	(same as above)
Billing Address:	1600 N Oak St #308 Arlington VA 22209		Billing Fax #:

Number of Roads to be utilized:	See attached course map	Number of officers requested:	TBD by Oceanport PD
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Applicants must return this application to the Borough Clerk's Office, after which it will be forwarded to the Oceanport Police Department Traffic Safety Bureau for review. Once received, the event contact person will be contacted to meet or speak with the Traffic Safety Officer to discuss what will be required, prior to approval of the event.

NOTE: A map of the area, course or event may be required by Oceanport Police Department Traffic Safety Officer.

The number of officers required will be determined by the Oceanport Police Department based upon the type of event and the roadways affected.

Application fees listed at the end of this form do not include the fees required for traffic/security control officers as required by the Oceanport Police Department. Any traffic/security control fees required shall be submitted into escrow prior to the event date. An escrow sheet will be provided with the estimated cost for traffic/security control. If, during the course of the event, additional traffic control and or security is required, the event billing contact shall be required to submit the additional fees without delay. Any unused fees will be returned to the event billing contact.

APPLICABLE BOROUGH CODES:

§ 326-1: Road closure or traffic control; permit required.

Any event requesting or requiring the closure of any road or requiring traffic control within the Borough for any amount of time shall be required to apply for a permit.

- A. Events shall include, but not be limited to: sporting events, concerts, sales, and/or any other type that would cause traffic to be increased or altered.
- B. It shall be the determination of the Oceanport Police Department Traffic Safety Bureau, hereafter referred to as Traffic Safety, whether the closure of a road, traffic controls or traffic officers are required.
- C. The number of roads closed or requiring traffic control shall be determined by Traffic Safety.
- D. The method and number of traffic control devices and/or officers shall be determined by Traffic Safety.

ROAD CLOSURES - SUNDAY, APRIL 29, 2018 (as of 3/28/2018)

NOVO NORDISK NJ MARATHON & 1/2 MARATHON

STREET CLOSED	SIDE OF ROAD	CLOSED FROM	CLOSED TO	CLOSED	OPEN
OCEANPORT - Start to Mile 5.5					
Oceanport Ave	Whole road	Port au Peck Ave	Springfield Ave	7:15 AM	
Crescent Pl	Whole road	Oceanport Ave	Eatontown Blvd	7:15 AM	8:30 AM
Eatontown Blvd	Whole road	Crescent Pl	Wolfhill Ave	7:00 AM	8:30 AM
Wolfhill Ave	Whole road	Port au Peck Ave	Pemberton Ave	7:00 AM	8:30 AM
Pemberton Ave	Whole road	Wolfhill Ave	Oceanport Ave	7:00 AM	8:30 AM
Oceanport Ave	Whole road	Pemberton Ave	Port au Peck Ave	7:00 AM	8:45 AM
Port au Peck	Whole road	Oceanport Ave	Myrtle Ave	7:00 AM	8:45 AM
Myrtle Ave	Whole road	Port au Peck Ave	Monmouth Blvd	7:00 AM	9:00 AM
Monmouth Blvd	Whole road	Myrtle Ave	Pleasure Bay Bridge	7:00 AM	9:00 AM
Port au Peck	Whole road	Monmouth Blvd	Pocano Ave	7:00 AM	9:00 AM
Pocano Ave	Whole road	Port au Peck Ave	Comanche Dr	7:00 AM	9:30 AM
Comanche Dr	Whole road	Pocano Ave	Monmouth Blvd	7:00 AM	9:30 AM
Access lane for westbound traffic on Monmouth Blvd from Bayview Place to Myrtle Ave					
MONMOUTH BEACH - Mile 6.3 to Mile 7.6					
Patten Ave	Whole road	Lori Rd.	Wesley St	6:45 AM	10:00 AM
Wesley St	Whole road	Patten Ave	Tocci Ave	6:45 AM	10:00 AM
Tocci Ave	Whole road	Wesley St	Griffin St	6:45 AM	10:00 AM
Griffin St	Whole road	Tocci Ave	Riverdale Ave	6:45 AM	10:00 AM
Riverdale Ave	Whole road	Griffin St	Columbia Ave	6:45 AM	10:00 AM
LONG BRANCH - Mile 5.5 - Mile 6.3, Mile 7.6 - Mile 13.5 and Mile 23 - Finish					
Monmouth Blvd.	Whole road	Pleasure Bay Bridge	Patten Ave.	6:45 AM	9:45 AM
Patten Ave	Whole road	Monmouth Blvd	Patten Ave. Bridge	6:45 AM	9:45 AM
Columbia Ave	Whole road	Riverdale Ave	Church St	7:00 AM	10:15 AM
Church St	Whole road	Columbia Ave	Atlantic Ave	7:00 AM	10:15 AM
Atlantic Ave	Whole road	Church St	MacArthur Ave	7:00 AM	10:15 AM
MacArthur Ave	Whole road	Atlantic Ave	Avenel Blvd	7:00 AM	10:30 AM
Avenel Ave	Whole road	MacArthur Ave	Long Branch Ave	7:00 AM	10:30 AM
Long Branch Ave	Whole road	Avenel	Broadway	7:00 AM	10:30 AM
S. Broadway	Whole road	Long Branch Ave	2nd Ave	7:00 AM	10:45 AM
Broadway	Whole road	2nd Ave	3rd Ave	7:00 AM	10:45 AM
3rd Ave	Whole road	Broadway	Franklin Ave	7:00 AM	10:45 AM
Franklin Ave	Whole road	Westwood Ave	2nd Ave	7:00 AM	11:00 AM
2nd Ave	Whole road	Franklin Ave	West End Ave	7:00 AM	11:00 AM
West End Ave	Whole road	2nd Ave	Ocean Blvd	7:00 AM	11:00 AM
Ocean Blvd	Whole road	West End Ave	Brighton Ave	7:00 AM	11:00 AM
Ocean Ave	Whole road	Brighton Ave	Laird St.	7:30 AM	2:45 PM
Ocean Ave	Whole road	West End Ave	Lawrence Ave	7:30 AM	2:30 PM
DEAL / ALLENHURST / LOCH ARBOUR - Mile 13.5 - Mile 16.5 and Mile 20.8 - Mile 23					
Ocean Ave	Whole road	Lawrence Ave	Neptune Ave	8:00 AM	1:45 PM
Phillips Ave	Whole road	Ocean Ave	Almyr Ave	8:00 AM	1:45 PM
Almyr Ave	Whole road	Phillips Ave	Brighton Ave	8:00 AM	1:45 PM
Brighton Ave	Whole road	Almyr Ave	Ocean Ave	8:00 AM	1:45 PM
Ocean Ave (Allenhurst)	Whole road	Neptune Ave	Elberon Ave	8:00 AM	1:30 PM
Ocean Ave (Loch Arbour)	Whole road	Elberon Ave	Deal Lake Dr	8:00 AM	1:30 PM
Edgemont Dr	South side	Ocean Ave	Park Ave	8:00 AM	1:30 PM
ASBURY PARK - Mile 16.5 - Mile 17.9 and Mile 19.9 - Mile 21					
Park Ave Bridge	Eastern lane	Edgemont Dr	Deal Lake Dr	8:00 AM	12:30 PM
The southbound lanes will be open to traffic					
Deal Lake Dr	North side	Park Ave	Kingsley St	8:15 AM	12:30 PM
Athletes on roadway closest to the lake one way vehicular traffic on outermost lane					
Kingsley St	East side	Deal Lake Dr	7th Ave	8:15 AM	12:30 PM
7th Ave	North side	Kingsley St	Ocean Ave	8:15 AM	12:30 PM
Ocean Ave	East side	7th Ave	4th Ave	8:15 AM	12:30 PM
Boardwalk		Asbury Ave	Ocean Ave/Deal Lake Dr	8:15 AM	1:30 PM
OCEAN GROVE - Mile 17.9 - Mile 19.9					
Ocean Ave	East Side	Seaview Ave	Bath Ave	8:15 AM	1:00 PM
Ocean Pathway	South side	Ocean Ave	Central Ave	8:15 AM	1:00 PM
Central Ave	East side	Ocean Pathway	McClintock Ave	8:15 AM	1:00 PM
Center Pathway	Whole road	Central Ave	Ocean Ave	8:15 AM	1:00 PM
Ocean Ave	East side	Center Pathway	Broadway	8:15 AM	1:00 PM
Broadway	South side	Ocean Ave	Central Ave	8:15 AM	1:00 PM
Central Ave	Whole road	Broadway	Pilgrim Pathway	8:15 AM	1:00 PM

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED TO THE
VISITING NURSE ASSOCIATION OF CENTRAL JERSEY FOUNDATION FOR
THE 45TH ANNUAL HOLIDAY HOUSE TOUR TO BE HELD DECEMBER 7,
2018 WITHIN THE BOROUGH OF OCEANPORT**

Resolution

WHEREAS, the Visiting Nurse Association of Central New Jersey has made application for a Special Events Permit to hold the “45th Annual Holiday House Tour” that will require minimal traffic control and no roadway closures; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to the Visiting Nurse Association of Central New Jersey for their “45th Annual Holiday House Tour” for December 7, 2018 in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

BOROUGH OF OCEANPORT

Monmouth County, New Jersey

SPECIAL EVENT PERMIT APPLICATION

Event Name:	45 th Annual Holiday House Tour	Event Date(s):	Friday, December 7, 2018
Event Type:	Self-Guided Tour of Private Homes - Fundraiser		
Event Location:	189 Monmouth Blvd Oceanport		
Event Start Time:	9:30 am	Event End Time:	4:00 pm

Organization Name:	Visiting Nurse Association of Central Jersey Foundation		
Contact Name:	Carmela Tedesco	Contact Phone #:	732-224-6970
Billing Contact:	"	Billing Phone #:	"
Billing Address:	23 main street, suite M, Holmdel, NJ		
Billing Fax #:			

Number of Roads to be utilized:	/	Number of officers requested:	/
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Applicants must return this application to the Borough Clerk's Office, after which it will be forwarded to the Oceanport Police Department Traffic Safety Bureau for review. Once received, the event contact person will be contacted to meet or speak with the Traffic Safety Officer to discuss what will be required, prior to approval of the event.

NOTE: A map of the area, course or event may be required by Oceanport Police Department Traffic Safety Officer.

The number of officers required will be determined by the Oceanport Police Department based upon the type of event and the roadways affected.

Application fees listed at the end of this form do not include the fees required for traffic/security control officers as required by the Oceanport Police Department. Any traffic/security control fees required shall be submitted into escrow prior to the event date. An escrow sheet will be provided with the estimated cost for traffic/security control. If, during the course of the event, additional traffic control and or security is required, the event billing contact shall be required to submit the additional fees without delay. Any unused fees will be returned to the event billing contact.

APPLICABLE BOROUGH CODES:

§ 326-1: Road closure or traffic control; permit required.

Any event requesting or requiring the closure of any road or requiring traffic control within the Borough for any amount of time shall be required to apply for a permit.

- Events shall include, but not be limited to: sporting events, concerts, sales, and/or any other type that would cause traffic to be increased or altered.
- It shall be the determination of the Oceanport Police Department Traffic Safety Bureau, hereafter referred to as Traffic Safety, whether the closure of a road, traffic controls or traffic officers are required.
- The number of roads closed or requiring traffic control shall be determined by Traffic Safety.
- The method and number of traffic control devices and/or officers shall be determined by Traffic Safety.

From: [Kelly, Michael P.](#)
To: [Jeanne Smith](#)
Subject: RE: VNA House Tour parking/ special events application
Date: Monday, December 3, 2018 2:52:57 PM

Yes, it was approved and they are paying for 1 officers to cross people and monitor traffic. No roadway closures.

Michael P. Kelly
 Chief of Police
 Oceanport Police Department
 P.O. Box 370
 Oceanport, N.J. 07757
 Tele# 732-222-6301 ext 1001
 Fax-732-222-0945
 Email:chief@oceanportpolice.org

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-----Original Message-----

From: Jeanne Smith [<mailto:JSmith@oceanportboro.com>]
 Sent: Monday, December 03, 2018 2:23 PM
 To: Kelly, Michael P. <MKelly@oceanportpolice.org>
 Subject: FW: VNA House Tour parking/ special events application

Did you get to look at this yet? I know its for this Friday but we could do a reso on 12/13 retroactive?

Jeanne Smith, RMC
 Borough Clerk
 Purchasing Agent
 Planning/Zoning Board Secretary
 Borough of Oceanport
 315 E. Main Street
 Oceanport, NJ 07757
 Tel: 732.222.8221
 Fax: 732.222.0904

-----Original Message-----

From: Tedesco, Carmela <Carmela.Tedesco@vnahg.org>
 Sent: Monday, November 19, 2018 11:28 AM
 To: Jeanne Smith <JSmith@oceanportboro.com>; Michael Kelly-OPPD <mkelly@oceanportpolice.org>
 Subject: VNA House Tour parking/ special events application

? ? Hello, My name is Carmela Tedesco and I am sending you the attached Special Events Permit Application for Oceanport. I was told that we need to submit to the Boro Clerk Jeanne Smith and the Chief of Police Michael Kelly. The VNA is hosting our annual Holiday house tour on Friday December 7th in the Rumson - Oceanport Area. The featured home on the tour is Mr. and Mrs. Denholtz located at 189 Monmouth Blvd.

We are in need of a Police officer the day of the tour to help with Traffic Control . We are hoping to direct tour goers to park on Monmouth Blvd and walk up to the home at 189. I would appreciate if i could speak with someone ASAP regarding logistics and details for the event. I welcome your in put as we are hoping to print our tour directions by next Monday.
thank you and I would greatly appreciate if i could speak with someone today and meet you at the location to discuss details.

Sincerely
Carmela Tedesco
VNAHG Director of Special Events
732-224-6970

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

Resolution

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

WHEREAS, the Borough of Oceanport has a need for animal control services in the Borough of Oceanport as its current agreement is expiring December 31, 2018; and

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

WHEREAS, Monmouth County SPCA has submitted a proposal dated September 27, 2018 to renew the agreement at a cost of \$5,100.00 annually billable at \$425.00 per month to be paid from the Borough's Animal Control Fund.

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

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify that funds in the amount of \$5,100.00 are available in the Animal Control Fund for the purpose stated herein.



Catherine D. LaPorta, CFO



Monmouth County
SPCA

NOT-FOR-PROFIT
ORGANIZATION
Founded in 1945

260 Wall Street
Eatontown, NJ 07724

732.542.0040
Fax 732.542.4552

MonmouthCountySPCA.org

BOARD OF TRUSTEES

Ross Licitra
Executive Director

Sean Byrnes, Esq.
President

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Vice President

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Marlam Savaria
Kathleen Schatzmann
Thomas Shapero

SERVICES

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

RECEIVED

OCT 10 2018

Borough of Oceanport

September 27, 2018

Jeanne Smith
Borough Administrator
315 East Main Street
Oceanport, New Jersey 07757

Ref: Animal Control Bid for 2019

Dear Ms. Smith

The Monmouth County SPCA, a governmental entity, is please to submit a contract proposal for the 2019 calendar year for animal control services for the Borough of Oceanport. If accepted, the Monmouth County SPCA is looking forward to working with the Borough of Oceanport by providing exceptional service.

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

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

Sincerely


Chief Ross Licitra
Monmouth County SPCA



Monmouth County SPCA



@mcspca



@themcspca

MONMOUTH COUNTY MCSPCA

SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS LAW ENFORCEMENT DIVISION

260 WALL STREET, OCEANPORT, NEW JERSEY 07724

732-542-0040

FAX: 732-542-4552

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

WHEREAS, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of January, 2019 and ending on the 31st day of December, 2019 .

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

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

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

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

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

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

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

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

5. The MCSPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the SPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.

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

7. Upon proof of ownership, any person may redeem his/her animal from the MCSPCA upon payment to the MCSPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary. Additionally, the MCSPCA is entitled to charge a \$4.00 (4:19-15.16.g(3)) per day charge per State Law for the first seven days (7) and the owner of the animal shall be responsible for that fee. Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the MCSPCA by the owner prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the MCSPCA shall by law take ownership of the animal and offer the animal for adoption, humanly disposed or any other disposition that the MCSPCA deems humanely appropriate.
8. Any stray dog, cat or any other animal taken into the custody of the MCSPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the SPCA.
9. Transportation of the head of the animal suspected of rabies to the State department shall be provided by the MCSPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed by the MCSPCA if the owner is unknown.
10. The animal control officer shall be an employee of the SPCA. The MCSPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.

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

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

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

MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

BY: 

Ross Licitra
Chief of Police-Executive Director



WITNESS

MUNICIPALITY

BY: _____

ATTEST

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE EXECUTION OF A MEMORANDUM OF
UNDERSTANDING BETWEEN THE BOROUGH OF OCEANPORT, CITY OF
LONG BRANCH, BOROUGH OF WEST LONG BRANCH, BOROUGH OF
MONMOUTH BEACH AND BOROUGH OF SEA BRIGHT FOR THE FEMA
ASSISTANCE TO FIREFIGHTERS GRANT 2018-2019 REGIONAL GRANT
APPLICATION**

Resolution

WHEREAS, the Borough of Oceanport desires to participate in a Memorandum of Understanding ("MOU") setting forth the terms and understanding by and between the Parties identified below regarding applying for and administering a regional FEMA Assistance to Firefighters Grant being entered into by and between the following listed participants:

- City of Long Branch
- Borough of West Long Branch
- Borough of Oceanport
- Borough of Monmouth Beach
- Borough of Sea Bright

WHEREAS, the Parties, through the chiefs of their respective fire departments, have formed a working committee and developed a course of action to apply for and administer a potential regional grant under the Department of Homeland Security ("OHS") Federal Emergency Management Agency's ("FEMA") 2018-2019 Assistance to Firefighters Grant Program ("AFG "); and

WHEREAS, the Parties have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG program; and

WHEREAS, The City of Long Branch has been selected, through this MOU, to be the host agency to prepare and file a 2018-2019 regional AFG application (the "Application") on behalf of the Parties, to administer the potential 2018-2019 regional AFG program award, and to procure and disburse all equipment purchased under the AFG program award in the event of approval; and

WHEREAS, the approximate costs of radio equipment being sought by the Borough of Oceanport amounts to \$148,000.00 with a Federal grant share of approximately \$133,200.00 and the Borough's share being approximately \$14,800.00.

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Oceanport authorizes the Mayor and Clerk to sign and effectuate said Memorandum of Understanding for the purpose of participating in a regional grant application for the 2018 FEMA Assistance to Firefighters Grant for radio equipment for the Fire Department.

BE IT FURTHER RESOLVED that the Borough Clerk forward a certified copy of this resolution along with the executed MOU to each of the participating municipalities.

From: [Lt. Charles F. Shirley Jr.](#)
To: cpfeiffer@seabrightnj.org; [Judy Wilson](#); [Cole Lori](#); [Kathy Schmelz](#); [Jeanne Smith](#)
Subject: 2018 FEMA Assistance to Firefighters Regional Grant MOU
Date: Monday, November 5, 2018 2:30:10 PM
Attachments: [2018 Regional Grant \(MOU\).docx](#)

Good afternoon,

Please see attached Memorandum of Understanding (MOU) for the 2018 FEMA Assistance to Firefighters Regional Grant. Please have your governing bodies approve a resolution and complete the signature page that applies to your municipality. Once the signature page is executed please forward an original to my attention. If you have any questions or concerns please don't hesitate to contact em directly.

Charles F. Shirley Jr.

LIEUTENANT

CITY OF LONG BRANCH
POLICE DEPARTMENT
344 BROADWAY
LONG BRANCH, NJ 07740

732-222-1000 X 1284

CSHIRLEY@LONGBRANCH.ORG



**MEMORANDUM OF UNDERSTANDING
FEMA ASSISTANCE TO FIREFIGHTERS GRANT
2018 - 2019 REGIONAL GRANT APPLICATION**

This Memorandum of Understanding ("MOU") sets forth the terms and understanding by and between the Parties identified below regarding applying for and administering a regional FEMA Assistance to Firefighters Grant. This MOU is being entered into by and between the following listed participants (hereinafter referred to collectively as the "Parties ' or individually as a "Party"):

- City of Long Branch, New Jersey, whose address is: 344 Broadway, Long Branch, NJ 07740
- Borough of West Long Branch, whose address is: 965 Broadway, West Long Branch, NJ 07764
- Borough of Oceanport, New Jersey, whose address is: 315 East Main Street, Oceanport, NJ 07757
- Borough of Monmouth Beach, New Jersey, whose address is: 18 Willow Avenue, Monmouth Beach, NJ 07750
- Borough of Sea Bright, whose address is: 1167 Ocean Avenue, Sea Bright, NJ 07760

WHEREAS, the Parties, through the chiefs of their respective fire departments, have formed a working committee and developed a course of action to apply for and administer a potential regional grant under the Department of Homeland Security ("OHS") Federal Emergency Management Agency ' s ("FEMA") 2018-2019 Assistance to Firefighters Grant Program ("AFG"); and

WHEREAS, the Parties have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG program; and

WHEREAS, The City of Long Branch has been selected, through this MOU, to be the host agency to prepare and file a 2018-2019 regional AFG application (the "Application") on behalf of the Parties, to administer the potential 2018-2019 regional AFG program award, and to procure and disburse all equipment purchased under the AFG program award in the event of approval; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

PURPOSE

This MOU establishes the relationship between the Parties in a regional 2018-2019 Assistance to Firefighters Grant Program grant award in the event of approval of the Application.

PROCEDURES

1. The City of Long Branch will serve as the host agency to submit the Application and serve as grant administrator for the Parties in the event of approval.
2. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through The City of Long Branch in the event of approval of the Application.
3. The City of Long Branch agrees, as the host agency, to provide accountability for the assets acquired under the regional AFG award and provide reporting requirement deliverables. As such, the Parties agree to provide the City of Long Branch with this information on a timely basis to remain in compliance with the requirements of the grant.
4. The Parties agree to accept the 2018-2019 regional AFG program award and accept their respective equipment as listed in the Application in the event of approval.
5. The Parties agree to provide a required cash match in the amount of 10% of the total cost of their requested items as detailed in the Application as required under the regional AFG program guidelines. The required match shall be paid by the Parties within thirty (30) days after receipt of an invoice from the City of Long Branch, in advance of equipment procurement.
6. The grant award to each Party will be distributed as shown on the attached Schedule "A"
7. In the event of a reduced award, the Parties agree to accept this reduced amount and provide a 10% cash match on the total reduced award amount of their approved items.
8. Any expenditure beyond the grant award for a Party's approved item(s) remains the sole responsibility of that Party.
9. The Parties agree to allow the City of Long Branch to procure and distribute their respective assets, if awarded under the regional AFG program.
10. The Parties agree to promptly provide any additional documentation to the City of Long Branch, as requested, that may be necessary in connection with the grant.
11. The Parties agree to promptly return to the City of Long Branch any equipment or deliverables that are received in error.
12. The Parties will implement this potential collaboration during the one-year period commencing on the effective date of the potential grant award plus any potential grant extension period and grant close-out period. Unless renewed by the Parties, this MOU will expire at the end of the grant period, including the close-out period.

13. The Parties agree to comply with the Fiscal Year 2018 Department of Homeland Security Standard Terms and Conditions incorporated into this MOU by this reference.
14. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this MOU, and that the person signing on behalf of each has been properly authorized and empowered to enter this MOU.

[The remainder of this page is left blank intentionally]

[The following pages are the signature pages]

IN WITNESS WHEREOF, the Parties have executed this MOU under hand seal, as of this _____ day of _____, 2018.

CITY OF LONG BRANCH

By: _____

John Pallone

Mayor, City of Long Branch

Attest: _____

Kathy Schmelz, City Clerk

[Signatures continued on following pages]

[Signature page continued]

IN WITNESS WHEREOF, the Parties have executed this MOU under hand seal, as of this _____ day of _____, 2018.

BOROUGH OF WEST LONG BRANCH

By: _____

Janet Tucci

Mayor, Borough of West Long Branch

Attest: _____

Lori Cole, Borough Clerk

[Signatures continued on following pages]

[Signature page continued]

IN WITNESS WHEREOF, the Parties have executed this MOU under hand seal, as of this _____ day of _____, 2018.

BOROUGH OF OCEANPORT

By: _____

John F. Coffey, II

Mayor, Borough of Oceanport

Attest: _____

Jeanne Smith, Borough Clerk

[Signatures continued on following pages]

[Signature page continued]

IN WITNESS WHEREOF, the Parties have executed this MOU under hand seal, as of this _____ day of _____, 2018.

BOROUGH OF MONMOUTH BEACH

By: _____

Sue Howard

Mayor, Borough of Monmouth Beach

Attest: _____

Joyce Escalante, Borough Clerk

[Signatures continued on following pages]

[Signature page continued]

IN WITNESS WHEREOF, the Parties have executed this MOU under hand seal, as of this _____ day of _____, 2018.

BOROUGH OF SEA BRIGHT

By: _____

Dina Long

Mayor, Borough of Sea Bright

Attest: _____

Christine Pfeiffer, Borough Clerk

[Signatures continued on following pages]

AFG REGIONAL GRANT

"Schedule A"

Municipality		Qty.	Mobile Radio	Qty.	Mobile Radio	Qty.	Portable Radio	Qty.	Portable Radio		Total Cost	Federal Share	10%
			(Single Band)		(All Band)		(Single Band)		(All Band)				
Long Branch		14	\$ 56,000.00	3	\$ 16,500.00	72	\$ 270,000.00	4	\$ 31,000.00		\$ 373,500.00	\$ 336,150.00	\$ 37,350.00
West Long Branch		8	\$ 32,000.00	2	\$ 11,000.00	27	\$ 101,250.00	2	\$ 15,500.00		\$ 159,750.00	\$ 143,775.00	\$ 15,975.00
Oceanport		6	\$ 24,000.00	2	\$ 11,000.00	26	\$ 97,500.00	2	\$ 15,500.00		\$ 148,000.00	\$ 133,200.00	\$ 14,800.00
Monmouth Beach		7	\$ 28,000.00	2	\$ 11,000.00	26	\$ 97,500.00	2	\$ 15,500.00		\$ 152,000.00	\$ 136,800.00	\$ 15,200.00
Sea Bright		8	\$ 32,000.00	2	\$ 11,000.00	28	\$ 105,000.00	2	\$ 15,500.00		\$ 163,500.00	\$ 147,150.00	\$ 16,350.00
TOTALS		43	\$ 172,000.00	11	\$ 60,500.00	179	\$ 671,250.00	12	\$ 93,000.00		\$ 996,750.00	\$ 897,075.00	\$ 99,675.00

**RESOLUTION OF THE BOROUGH OF OCEANPORT
RE-APPOINTING PEGGY WARREN AS TAX COLLECTOR**

Resolution

WHEREAS, Peggy Warren is a Certified Tax Collector for the State of New Jersey in accordance with the requirements of *N.J.S.A 40A:9-141 et. seq.*; and

WHEREAS, Peggy Warren is currently serving as the appointed Tax Collector effective January 1, 2014 and will have served four consecutive years in the position; and

WHEREAS, Peggy Warren shall hereafter “hold his[her] position during good behavior and efficiency and compliance with requirements for continuing education...and he[she] shall not be removed therefrom for political reasons but only for good cause shown and after a proper hearing before the Director (of the Division of Taxation) or his designee after due notice” (*N.J.S.A. 54:1-35.31*);

NOW, THEREFORE, BE IT RESOLVED by the Oceanport Governing Body of the Borough of Oceanport that Peggy Warren is hereby appointed Borough Tax Collector for a four- year term expiring December 31, 2022 with tenure.

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

BE IT FURTHER RESOLVED that Peggy Warren will work on an as-needed basis as best meet the needs of the Borough at a salary in accordance with the salary ordinance.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENTS TO THE POLICE DEPARTMENT FOR THE PERIOD
JANUARY 1, 2018 TO DECEMBER 31, 2018**

Resolution

WHEREAS, Police Chief Michael Kelly has advised that Crossing Guard Peggy Anderson has resigned effective November 9, 2018; and

WHEREAS, Chief Kelly has recommended the appointment of Gina Egidio to fill the vacancy left by Ms. Anderson.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Oceanport, that Gina Egidio is hereby appointed as a School Crossing Guard effective November 10, 2018 through December 31, 2018 based on the recommendation of the Mayor and Police Chief Michael Kelly.

From: [Kelly, Michael P.](#)
To: [Jeanne Smith](#); [Donna Phelps](#); [Oceanport Mayor](#); [Steve Solan](#)
Cc: [Michael Chenoweth-OPPD](#)
Subject: Crossing Guard Resignation and hiring of a replacement guard.
Date: Friday, November 2, 2018 11:08:46 AM
Attachments: [image003.png](#)
[Gina Egidio-Application for Crossing Guard.pdf](#)
[Peggy Anderson's resignation-letter to Borough.pdf](#)

Peggy Anderson is resigning her position as crossing guard effective November 9th. She is moving out of state. We will be replacing her with a resident, Gina Egidio, who is also a member on the First aid Squad. I have attached Gin's application. She has passed a background employment check completed by the PD. Also attached in my letter of notification of Peggy Andersons resignation and bringing aboard Gina to fill her post. If you have any question please let me know. Mrs. /Anderson will be forwarding to me her letter of resignation which I will forward to the Clerk.

Michael P. Kelly
 Chief of Police
 Oceanport Police Department
 P.O. Box 370
 Oceanport, N.J. 07757
 Tele# 732-222-6301 ext 1001
 Fax-732-222-0945
 Email:chief@oceanportpolice.org



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**RESOLUTION OF THE BOROUGH OF OCEANPORT
GRANTING TEMPORARY PERMISSION FOR THE POSSESSION AND
CONSUMPTION OF ALCOHOLIC BEVERAGES ON OCEANPORT BOROUGH
PROPERTY**

Resolution

WHEREAS, the New Jersey Alcoholic Beverage Control Act Title 33 provides for the regulation of alcoholic beverage within the State of New Jersey; and

WHEREAS, the Alcoholic Beverage Control Law provides for an Issuing Authority in each municipality, to issue, renew and transfer retail licenses and provide for enforcement of the alcoholic beverage law, ABC rules and regulations and local Ordinances pertaining to the control of alcoholic beverages; and

WHEREAS, the Issuing Authority in the Borough of Oceanport is the Governing Body of the municipality, which is vested with the authority to enforce the ABC rules and regulations and the local Ordinances pertaining to the control of alcoholic beverages within the Borough of Oceanport and has the authority to grant temporary permission for the possession and consumption of alcoholic beverages on Borough property; and

WHEREAS, the Borough of Oceanport has enacted Ordinances under Chapter 115, entitled "Alcoholic Beverages" dealing with the distribution and consumption of alcoholic beverage within the Borough; and

WHEREAS, the Borough is desirous of allowing the limited private possession and consumption of alcoholic beverages at the "Greet the New Chief" Port Au Peck Chemical Hose Co., 433 Myrtle Avenue, sponsored by the Port Au Peck Chemical Hose Co., within the Borough of Oceanport; and

WHEREAS, the "Greet the New Chief" will be held upon the property and lands owned by the Borough of Oceanport known as Port Au Peck Firehouse, and the temporary permission for possession and consumption of alcoholic beverages for this event on Borough property will be during the hours of 12:00 p.m. to 11:00 p.m. only, by those individuals who are over the age of 21 and would otherwise be lawfully allowed to consume alcohol in a public, licensed premises;

NOW THEREFORE BE IT, RESOLVED, that the Mayor and Council of the Borough of Oceanport hereby approve and give temporary permission for the possession and consumption of alcoholic beverages at the "Greet the New Chief" to be held on the land and property of the Borough of Oceanport known as Port Au Peck Firehouse, 433 Myrtle Avenue, on January 1, 2019 with the hours of possession and consumption within and upon the property of Port Au Peck Firehouse being between 12:00 p.m. and 11:00 p.m., by individuals of lawful drinking age; and

BE IT FURTHER, RESOLVED, that nothing contained herein nor the issuance of this temporary permission for the possession and consumption of alcoholic beverages at Port Au Peck Firehouse shall in any way hinder or inhibit the Borough of Oceanport Police or other law enforcement agencies from their lawful duties in keeping peace and order, only that it shall be lawful to have open containers of alcohol in an individual's possession for personal consumption at Port Au Peck Firehouse during the time period outlined within this Resolution.



November 5, 2018

Honorable John F. Coffey
Borough of Oceanport
Oceanport Municipal Building
315 Main Street
Oceanport, NJ 07757

Re: Plan Amendment #12 Permitting Alternative Development Scenario in Tinton Falls

Dear Mayor Coffey:

Attached for the Oceanport governing body's review and comment is the Draft Proposed Plan Amendment #12 permitting alternative development scenario in Tinton Falls to the Fort Monmouth Reuse and Redevelopment Plan. It is being delivered to you, for the Oceanport governing body, in one (1) hard copy for internal distribution to the members of the Oceanport governing body and its professionals. The law requires and allows a 45-day review period for each Borough to receive and prepare comments to FMERA, related to any amendment to the Reuse Plan.

Pursuant to N.J.S.A. 52:27I-35, this transmittal of the Draft Proposed Plan Amendment #12 permitting alternative development scenario in Tinton Falls to the Fort Monmouth Reuse and Redevelopment Plan by the Authority to the Oceanport governing body constitutes the start of the mandatory 45-day review period on November 5, 2018. Pursuant to N.J.S.A. 52:27I-35, a report from the Oceanport governing body containing its comments concerning the proposed plan amendment is due back to the Authority no later than 4:00p.m on Wednesday, December 19, 2018.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Steadman', is written over a horizontal line.

Bruce Steadman
Executive Director

Fort Monmouth Economic Revitalization Authority (FMERA)

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**Amendment #12 to the
*Fort Monmouth Reuse and Redevelopment Plan***

Prepared for:
The Fort Monmouth Economic Revitalization Authority

By:
Fort Monmouth Economic Revitalization Authority
PO Box 267
Oceanport, NJ 07757

October 17, 2018

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I. Introduction and Planning Rationale

Pursuant to P.L.2010, c. 10 (N.J.S.A. 52:27I-18 et. seq.), the Fort Monmouth Economic Revitalization Authority ("FMERA" or "Authority") is considering amending the *Fort Monmouth Reuse and Redevelopment Plan* (the "*Reuse Plan*" and "Plan") to provide the option for an alternative development scenario on a parcel (the "Subject Parcel" "Property") on the former Fort Monmouth property in the Borough of Tinton Falls, New Jersey ("Tinton Falls Reuse Area") known as the "Myer Center Parcel". This amendment contemplates the demolition of Building 2700, known as the Myer Center, and Building 2705, and that the Myer Center Parcel would be developed with a new state of the art medical campus including the creation of innovative and efficient health care facilities to support the needs of the community and create new economic growth for the Borough of Tinton Falls and surrounding communities. The proposed medical campus would be permitted to include an ambulatory care center, medical office buildings, a Cancer Institute of New Jersey Cancer Center, offices for support services, and campus space for future medical and university health facilities, such as, but not limited to, research, educational, laboratory and other facilities typically associated with an academic healthcare campus.

This amendment does not purport to delete any provisions of the *Reuse Plan*, but rather would supplement the Plan by proposing alternative development scenarios for the Subject Parcel. Pursuant to N.J.A.C. 19:31C-3.19(a)(1), principal land uses permitted in the *Reuse Plan* are specifically permitted under the Land Use Rules. Thus, this amendment is incorporated into the Land Use Rules for the Reuse Area in a manner similar to an "overlay zone," whereby an alternative set of requirements are superimposed on the area allowing for alternative land use scenarios to be realized. With regard to the alternative land use scenario, the overlay zoning provides alternative opportunities for development which do not apply unless the land is developed in accordance with the purposes for which the overlay zoning is adopted.

This amendment, referred to as "Amendment #12", maintains the land use concepts and plans articulated in the *Reuse Plan*, but also permits alternative development scenarios for the parcels listed above. This is the fourth amendment to the *Reuse Plan* for the Tinton Falls Reuse Area. The previous amendments, Amendment #1, permitted the construction of professional office/ R&D space on Parcel E for Commvault. Parcel E was planned for 126 residential units in the *Reuse Plan*. The change of use on Parcel E from the *Reuse Plan* Amendment #3 allocates all permitted residential units in the Tinton Falls Reuse Area to parcels C and C1. Amendment #5 supersedes Amendment #3 in providing additional planning clarification for the Pistol Range parcel.

This amendment is consistent with the planning objectives and principles articulated in the *Reuse Plan* and is necessary to fulfill the Authority's main objectives—specifically promoting, developing, encouraging, and maintaining economic development, job creation and public welfare. The fiscal impacts associated with the base closure relative to

the local property tax base and local and regional employment will continue to be felt so long as the former Fort properties remain fallow and unproductive.

The Fort Monmouth *Reuse and Redevelopment Plan* involved years of careful consideration and study as well as an extensive effort to draw input from local residents, the three host municipalities and the County, State and Federal government. As such, this amendment does not change the underlying Plan vision for the Tinton Falls Reuse Area. Instead, it provides land use options that afford FMERA with the necessary flexibility to respond to changed circumstances in a manner that does not compromise the overall *Reuse Plan* goals and objectives.

The following chapter describes the nature and scope of the amendment, while succeeding chapters discuss its relationship to the elements, objectives and planning principles of the *Reuse Plan*, as well as to FMERA's own directive, and to relevant State, County and municipal planning objectives.

II. Scope of Reuse Plan Amendment

This amendment to the *Reuse Plan* is intended to allow for alternative land uses in the Tinton Falls Reuse Area. The Tinton Falls Reuse Area is bound generally by the NJ Transit/ Conrail Southern Secondary railroad right-of-way and Pinebrook Road to the south, Tinton Avenue to the north, Pearl Harbor Road and Municipal Drive to the west, and Hope Road to the east. The *Reuse Plan* envisions redevelopment of the Tinton Falls Reuse Area for approximately one million square feet of non-residential space and 288 residential units. Such development would include a high-tech business campus with a multi-use town center containing ground-floor retail space with mixed-income housing or professional offices above, and standalone residential, institutional and civic uses.

This amendment maintains the development concepts and plans articulated in the *Reuse Plan* but further permits alternative development scenarios on the Myer Center parcel located in the Tinton Falls Reuse Area. The details of the alternative development scenario contemplated in this amendment are provided below.

The Myer Center Parcel:

The Myer Center Parcel is a ±36.97-acre parcel of land located on Corregidor Road and Pearl Harbor Avenue in the Tinton Falls Reuse Area. The parcel is bordered by Corregidor Road to the north; Pearl Harbor Avenue to the west; and Radar Properties, LLC at Building 2525 and Commvault Systems, Inc. at the Charles Wood Firehouse to the northeast. It is currently improved with Building #2700 which is a 673,540-gross square foot building known as Myer Center. The Myer Center, colloquially known as the Hexagon, was designed and constructed beginning in 1953 to be the largest building in the United States dedicated to the research and development of electronics. It was the headquarters of the Signal Corps Laboratory and later the United States Army Communication-Electronics Command (CECOM), Communications-Electronic Research, Development, and Engineering Center (CERDEC). Building 2705, the ± 43,230-gross square foot former Night Visions Lab is also located on the parcel.

The *Reuse Plan* envisioned that Myer Center would be the center of a mixed-use business campus centered around the reuse of the Myer Center. The district was intended to accommodate office/research and institutional uses within a campus-like setting, taking advantage of its access to the Garden State Parkway. The Myer Center would be the central feature of the Office/ High Tech Industry node, transformed into a modern multi-tenant corporate facility to accommodate a variety of tech uses. The reuse node was intended to be complemented by a central green within an open courtyard. The reuse node was expected to serve as one of the primary economic engines for the Reuse area, generating tax revenue and employment opportunities.

Amendment #12 would permit the demolition of buildings 2700 and 2705, and the development of a new state of the art medical campus including the creation of innovative and efficient health care facilities to support the needs of the community and create new economic growth for the Borough of Tinton Falls and surrounding communities. The medical campus would be permitted to include the following on the Subject Parcel:

- a four story, 90,000 – 225,000 sq. ft. ambulatory care center
- a six story*, 60,000 – 154,000 sq. ft. Cancer Institute of New Jersey Cancer Center
- a four story, 50,000 – 250,000 sq. ft. support services / medical office building
- a two story*, 50,000 – 326,000 sq. ft. site support building / miscellaneous structure (which may include renewable energy sources and/or cogeneration facility)
- a seven story*, 250,000-605,000 sq. ft. campus for future medical and health facilities, including an acute care hospital
- Structured Parking Garage not to exceed 940,000 sq. ft. designed to meet applicable criteria set forth in this amendment, including the height limitations* set forth on Figure 5 and in the notation set forth below.
- Notwithstanding the description of the principal structures above, the developer shall be permitted to co-locate certain other uses within such structures, including, but not limited to, research, educational, laboratory and other facilities typically associated with an academic healthcare campus
- a landscaped courtyard
- surface parking lots
- A maximum floor area ratio (FAR) on the Myer Center Parcel of 1.46
- A maximum impervious coverage on the Myer Center Parcel of 75%
- The following setbacks:
 - Main Street: 20 – 30 feet
 - Minor Collector: 20 - 30 feet
 - Side Lot Line: 15 feet
 - Rear Lot Line: 25 feet
- Generally applicable Height Limitations as set forth on Figure 5, Height Limitations for the Myer Center Parcel.
- Interior streets to provide access to development on the Myer Center Parcel

** With respect to the portions of the medical campus notated with an asterisk above, in the event below grade development is not feasible, as determined in the reasonable discretion of the developer of the site, the maximum number of stories for each such building shall be increased one story; provided, that no additional story shall be so permitted in Zone 1 as shown on Figure 5 attached hereto. By way of example, and not of limitation, in the event a building straddles Zone 1 and Zone 2, as shown on Figure 5, the portion of the building located in Zone 1 may not exceed four stories or 60 feet, but the portion of the building located in Zone 2 is eligible for a height increase as described herein.

The Myer Center Parcel lies within the Tech/ Office/ R&D Campus development district as delineated in the Land Use Rules (N.J.A.C. 19:31C-3 et seq.). The Tech/ Office/ R&D Campus development district is intended to accommodate office/ research and institutional uses within a campus-like setting. The district seeks to take advantage of its access to the Garden State Parkway. Specifically, the permitted principal uses in the district are office/ research, institutional/ civic, and open space/ recreation.

Proposed Design Guidelines

Parking and Loading

- The proposed hospital use shall provide 3.5 parking spaces per bed
- The proposed hospital use shall provide one loading space per 100,000 square feet of building area with the first space required at 10,000 square feet of building area.
- The proposed outpatient and medical office building uses shall provide four parking spaces per 1,000 square feet of building area.
- The proposed support uses (such as data centers, central utility plant, etc.) shall require one parking space per 1,000 square feet of building area.

Surface Parking Areas

- Surface parking areas should be set back from lot lines at least five feet if one double-loaded bay of parking is provided, or at least 10 feet if a deeper parking area is provided. Setbacks to parking areas and driveways should be landscaped with shrubs and/or low groundcover, including ever-green materials.
- Any surface parking area located between a building and a street should be delineated and separated from adjacent street/sidewalk frontages by means of a low screening hedge and/or low wall or fence of stone or metal. The hedge/wall/fence may be located at the front or back of the landscaped setback area.
- Where more than 25 parking spaces are provided in any surface parking area, at least 3 percent of the interior area of the lot should be landscaped with trees and low plantings.
- Where surface parking is provided, at least one sidewalk should be provided running alongside the primary entry drive, connecting the sidewalk at the street to the primary building entrance(s). Such connecting sidewalks should have a minimum clear walking area of five feet wide.
- Walkways between parking bays: Where more than 50 spaces are provided in any surface parking area, or where any parking spaces are located more than 125 feet from the primary building entrance, pedestrian walkway(s) should be provided through the parking lot, running parallel to bays of parking. The walk-

ways should have a minimum clear walking area of five feet wide and should be sited to provide convenient, direct, and safe pedestrian access to the primary building entrance(s).

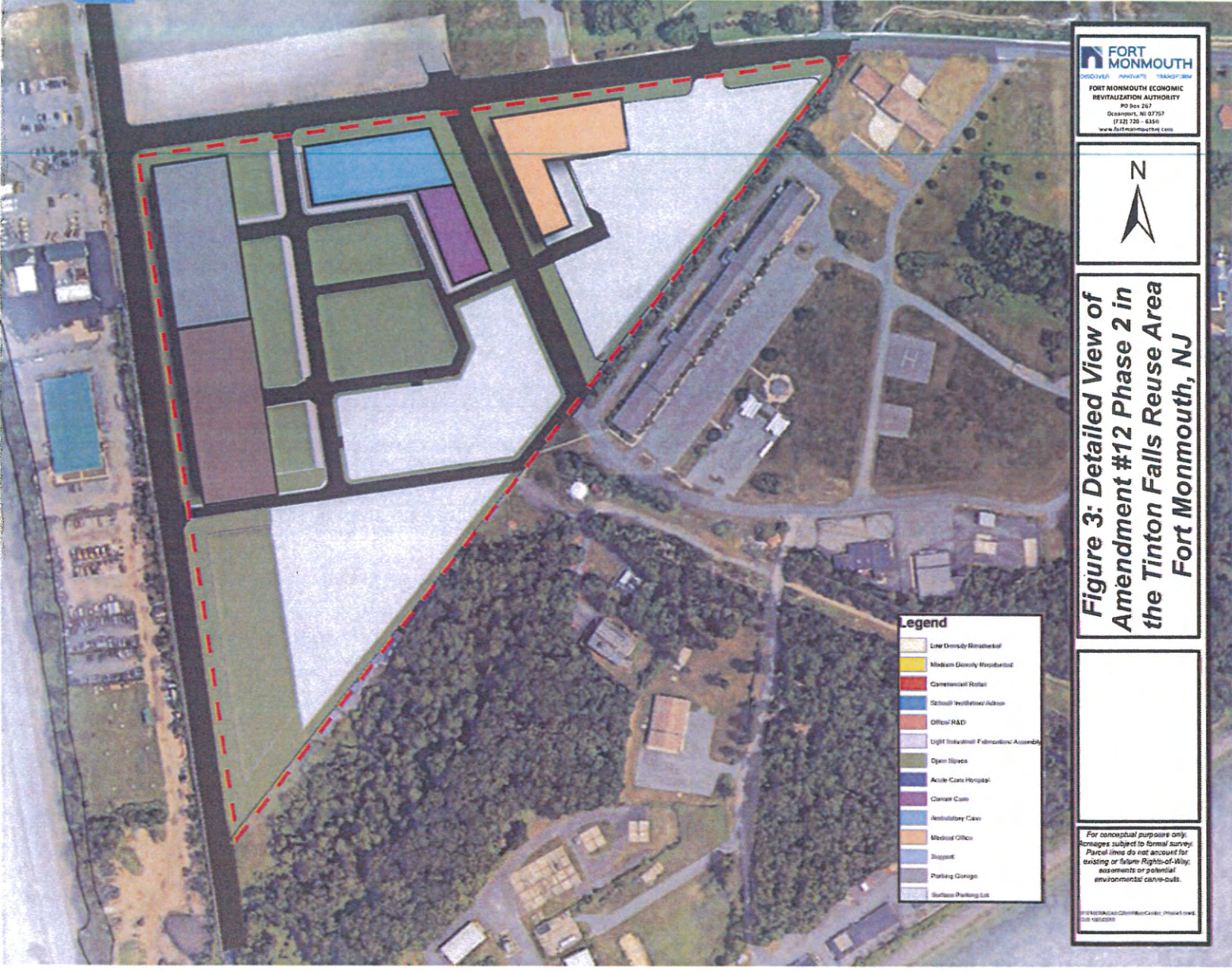
Structured Parking

- Structured parking should be kept away from view of streets or should employ architectural detailing at all levels to screen and soften the appearance of the structure and to minimize views of parked vehicles from the street. Such architectural detailing should include one or more of the following:
 - Buildings greater than 500 feet in length should be designed to aesthetically present as two or more structures, it being understood two or more structures will not be required.
 - Structured parking should be architecturally compatible with the principal buildings in the medical campus.
 - The garage façade shall be articulated like a non-curtain wall office building, with regularly-spaced openings covered with grilles and/or translucent glazing, mechanically ventilated as necessary. The articulation should disguise the low ceilings and sloping ramps of the garage.
 - The garage façade should be hidden behind a separate screen, mounted at a distance from the façade (so as to allow natural ventilation) that mimics a curtain wall building or a more traditional building with separate windows. The screen should extend above the roof level of the garage, so as to disguise any roof parking and mechanical equipment.
 - The garage façade should be covered with metal architectural mesh or other creative covering that disguises the levels of parking and ramps, preferably creatively lit at night.
 - Parking facades should be broken into bays. A bay is defined primarily by a substantial break in plane having a projection or recession proportionate to the height and mass of the building/structure.
 - The lower level(s) of parking should be designed to "read" as a base to the building, using, for example, a belt course or horizontal masonry banding to create a more detailed pedestrian-scale base.
 - Parking garages should conceal views of automobiles from streets, adjacent buildings, and open spaces. Facades should be designed to shield vehicle headlamp glare to the outside of the structure.
 - Landscaping, such as hedges and flowering plants, around the base of the structure should be considered to further conceal and soften views of parking level facades in these locations. Landscaping should include evergreen and deciduous materials so as to provide an effective screen year-round.

Principal Structure Design and Massing

- All buildings in the medical campus facades should be designed to be sensitive to the human scale and the features of the site and the surrounding community.
- The facades of all buildings should be a palette of complementary materials. Vertical elements should divide each floor's windows visually into a series of vertically-proportioned elements.
- The base of buildings should be highlighted architecturally and differentiated from upper floors to visually ground the building. The base should be differentiated from the upper portion of the façade by a change in materials, thicker cladding, or a horizontal element such as a canopy, cornice or belt trim.

Please see *Figure 1: Location of Amendment #12 in the Tinton Falls Reuse Area* which shows the location of this amendment in the context of the larger Tinton Falls Reuse Area. Please also see *Figure 2: Detailed View of Amendment #12 Phase 1 in the Tinton Falls Reuse Area*, *Figure 3: Detailed View of Amendment #12 Phase 2 in the Tinton Falls Reuse Area*, and *Figure 4: Detailed View of Amendment #12 Final Buildout in the Tinton Falls Reuse Area*. *Figures 2, 3, and 4* focus on the Subject Parcel, depicting what would be permitted under a phased development scenario as well as the final, total, allowable buildout. Please also see *Figure 5: Height Limitations for the Myer Center Parcel*, which depicts the maximum allowable height by zone on the parcel. This amendment maintains the development concepts and plans articulated in the Reuse Plan.



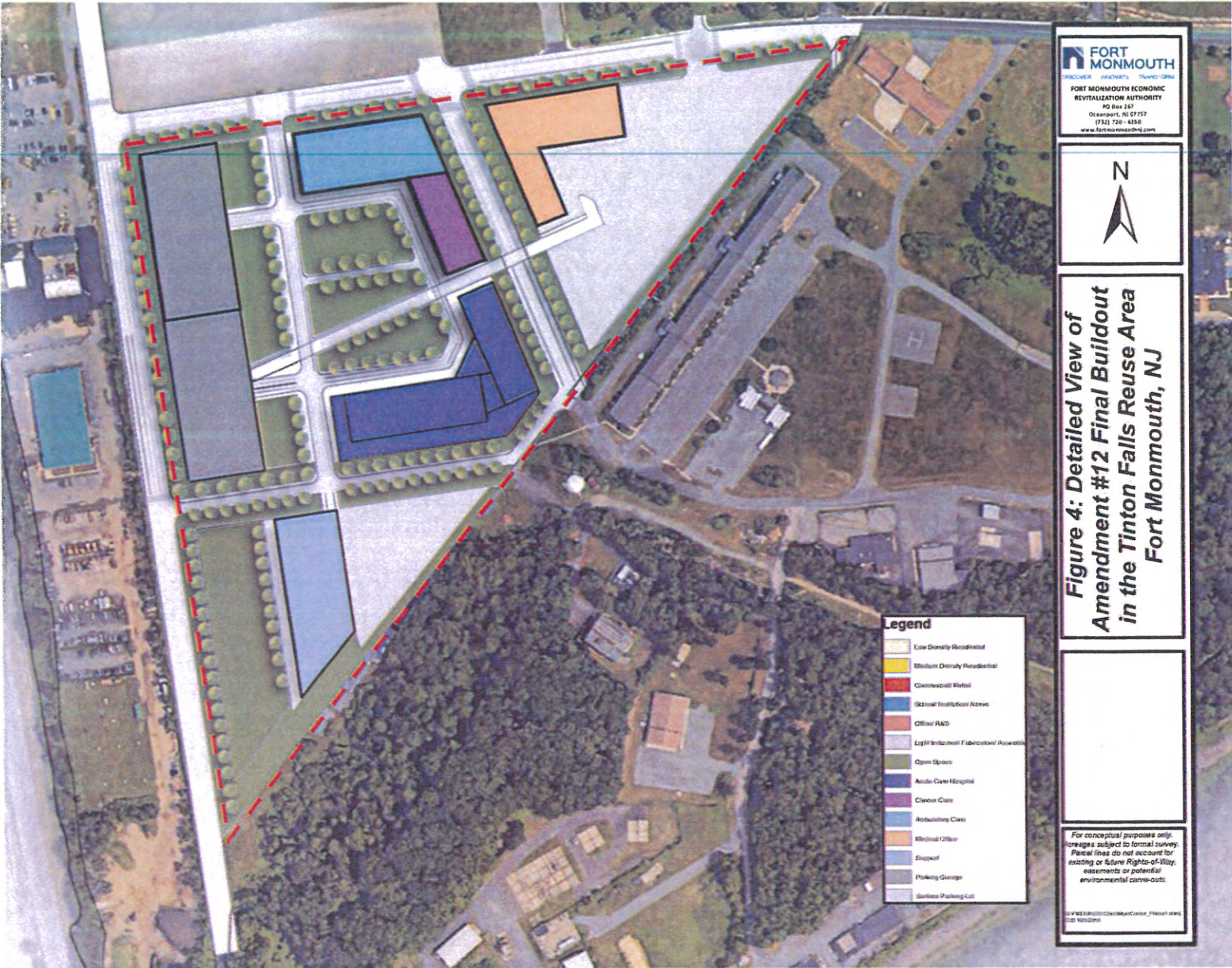
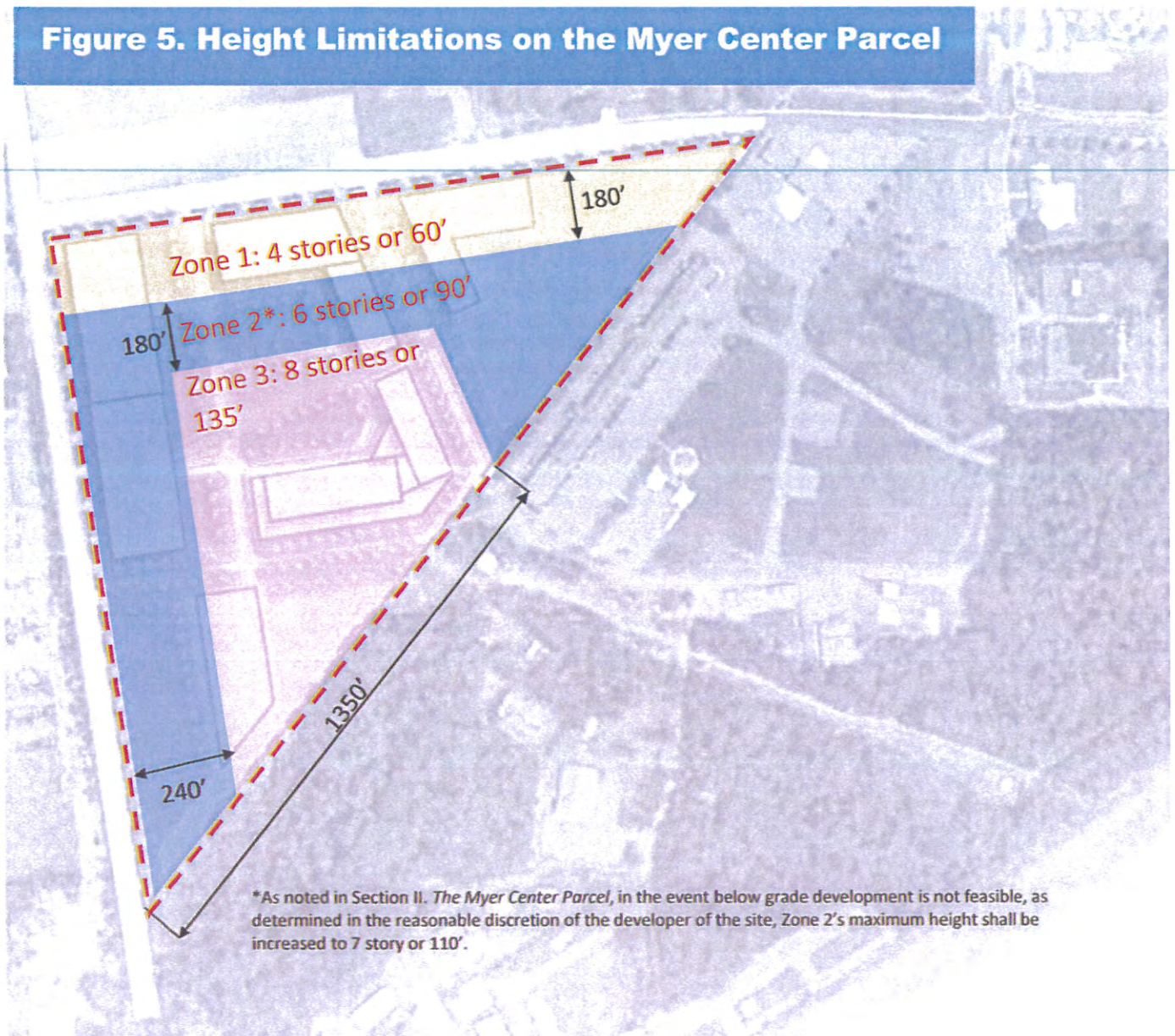


Figure 5. Height Limitations on the Myer Center Parcel



III. Relationship to Elements, Objectives and Principles of the *Reuse Plan* and FMERA Directive

Relationship to Reuse and Redevelopment Plan Elements

In considering the impacts of the *Reuse Plan* amendment, the following *Reuse Plan* elements were considered: land use and circulation, infrastructure, environmental issues, historic preservation and community impacts. The relationship between the amendment and these Plan elements are described below.

Land Use and Circulation

Total Non-Residential Square Footage Yield

The Reuse Plan contemplated approximately 753,000 sq. ft. of non-residential uses on this site. This amendment would permit between 1,440,000 and 2,500,000 sq. ft. of non-residential uses on the Myer Center parcel. This amendment would permit an increase of approximately 1,750,000 sq ft. of non-residential uses, but at no time can the overall sq. ft. exceed the proposed FAR of 1.46 for the site, than was contemplated in the Reuse Plan.

Total Residential Development Yield

This amendment permits 288 residential dwelling units, which is the same number of residential units as was contemplated in the *Reuse Plan* and subsequent amendments to the Tinton Falls Reuse Area. No residential uses would be permitted on the Myer Center Parcel under this amendment.

Compatibility with Surrounding Land Uses

The uses contemplated in this amendment are compatible with the surrounding land uses anticipated in the *Reuse Plan* and subsequent amendments.

The Reuse Plan envisioned the reuse of the Myer Center to serve a number of technology related office uses and for the parcel to serve as one of the primary economic engines for the Reuse area, generating tax revenue and employment opportunities. This amendment will permit the development of a medical campus including the creation of innovative and efficient health care facilities, which will serve as an economic engine for the Reuse Area, generating employment opportunities.

Circulation

This amendment will not adversely impact any of the "Transportation Circulation Improvement Goals" established in the Reuse Plan.

Open Space

The Reuse Plan envisions a central green within an open courtyard on the subject parcel. This amendment would allow for an open courtyard in the center of the site. As such, this amendment does not impact any active recreation or open space contemplated in the *Reuse Plan*.

Sustainability

This amendment would not preclude incorporation of any of the sustainability measures outlined in the *Reuse Plan* and is consistent with all other development contemplated on the former Fort properties.

Infrastructure

As indicated in the *Reuse Plan*, impacts on the existing gas, electric, water, wastewater and telephone utilities servicing Fort Monmouth will have to be evaluated at site plan review for a specific project. This assessment is unaffected by the amendment.

Traffic

This amendment contemplates up to an additional approximately 1,750,000 square feet of non-residential uses, but at no time can the overall sq. ft. exceed the proposed FAR of 1.46 for the site, than was envisioned in the *Reuse Plan*. A detailed traffic analysis would be prepared as part of any site plan review related to the reuse and/or development of this parcel. Any necessary traffic mitigation would be addressed at that time.

Environmental Issues

The portions of this parcel anticipated to be developed by this amendment are not environmentally constrained per Geographic Information System (GIS) layers provided by the New Jersey Department of Environment Protection (NJDEP). Any environmentally constrained areas within the Myer Center Parcel would be preserved and protected accordingly. There is a former wastewater treatment lime pit located in the center of the Myer Center site in the designated courtyard area that remains under Army ownership. The Army has indicated that it will commence remediation of the lime pit in Fall 2018 and will convey title to this carveout to FMERA upon receipt of a No Further Action determination from the NJ Department of Environmental Protection.

Historic Preservation

None of the buildings or parcel included in this amendment are listed in Chapter 7.0 Historic Preservation Guidelines of the Plan. In addition, none of the buildings or parcel have been identified by the State Historic Preservation Office (SHPO) as worthy of listing on the State or National Registers of Historic Places. Therefore, the amendment will not impact historic resources required for preservation according to the Programmatic Agreement between the SHPO and FMERA.

Community Impacts and Affordable Housing

As noted in the *Reuse Plan*, the host communities, including Tinton Falls, rely on taxation for the largest portion of their municipal revenues. The Fort's closure, and the resulting loss of Defense contractor jobs is expected to result in a larger share of the tax burden falling to residential property owners. The potential offered by this amendment to increase job opportunities and provide for some non-residential tax ratables would therefore lessen the burden on local residents.

Non-residential uses typically generate more positive fiscal impacts on a municipality, i.e., generate more tax revenues than incur municipal costs, than do residential land uses. While the uses permitted under this amendment could represent a mix of taxable and tax-exempt uses, additional and expanded non-residential uses permitted in this amendment that were not contemplated in the *Reuse Plan* can be expected to have a positive fiscal impact on the tax base of Tinton Falls. These uses would not generate any school children and the municipal costs associated per new employee, as indicated in the *Reuse Plan*, is almost 30 percent less than municipal costs associated per new resident in Tinton Falls.

Because no change in the total residential development yield is envisioned, there would be no direct impact on the construction of affordable housing as envisioned in the *Reuse Plan*.

Relationship to Objectives and Principles of the Reuse Plan

The amendment would fulfill the objectives and planning principles outlined in the *Reuse Plan*. Those planning objectives articulated in the *Reuse Plan* include the following:

- *Be consistent with State, County, and Municipal planning policies.* The amendment is consistent with State, County, and Municipal planning policies, as set forth in the ensuing chapter.
- *Focus on business retention and attraction, job replacement, and employee training.* This amendment would provide for increased flexibility to aid FMERA in its

efforts to attract suitable users who wish to relocate to Fort Monmouth and which have the potential to replace jobs lost when the Fort closed.

- *Be founded on market and economic analysis.* This amendment responds to the marketplace by permitting an alternative development scenario designed to attract non-residential users to the Tinton Falls Reuse Area.
- *Leverage Fort assets (people, infrastructure, location).* The amendment affords FMERA with an opportunity to leverage existing assets within the Tinton Falls Reuse Area and to maximize the potential of its location adjacent to the Garden State Parkway to attract new non-residential uses that generate much-needed local employment and potential tax ratables.
- *Be a green community model.* Development on the Myer Center Parcel shall aspire to include elements of LEED Version 4, as the same may be amended from time to time and as set forth by the US Green Building Council, it being understood that in certain instances LEED Certification cannot be obtained in light of existing site conditions and/or constraints. To the extent feasible, development should aspire to achieve LEED Certification (requiring 40-49 points).

The amendment further advances a number of key planning principles from which the overall concepts in the *Reuse Plan* were devised:

Principle #1: Decreasing Density West to East & Creating Mixed-Use Live/Work/Leisure Centers. This amendment involves the redevelopment of new non-residential square footage in the Tinton Falls Reuse Area. Principle #1 recommends higher density development in this area of the redeveloped Fort. As such, the increased maximum floor area ratio (FAR) permitted in this amendment is not inconsistent with the planning principles of the *Reuse Plan*.

Principle #2: Link centers & increase mobility with connected transit infrastructure serving the region and the Fort. The amendment does not impact the *Reuse Plan*'s vision for an extensive system of bikeways, pedestrian trails and sidewalks.

Principle #3: Enhance auto mobility and redevelopment capacity with targeted roadway infrastructure improvements. The *Reuse Plan* acknowledges that redevelopment of the Fort will require improvements to the roadway system. This amendment does not preclude the enhancement of auto mobility and redevelopment capacity with targeted roadway infrastructure improvements as set forth in the *Reuse Plan*.

- Principle #4: Combine open space, habitat, and water resources to establish a continuous Blue – Green belt.* The amendment does not preclude the creation of an open space network consisting of environmentally sensitive areas, including wetlands, watercourses, and habitats.
- Principle #5: Utilize the Blue – Green belt as an armature for enhanced bicycle and pedestrian mobility throughout the Fort.* The amendment would not preclude the development of the bike path or trails envisioned as part of the *Reuse Plan*.
- Principle #6: Remove Fort boundaries & extend existing land uses to reconnect the Fort to the communities.* The amendment would not preclude the opening of any gates into the Fort, nor inhibit public access to the Fort's amenities.
- Principle #7: Leverage existing Fort Monmouth assets (People, Buildings, Technology, and Infrastructure).* The amendment affords FMERA with an opportunity to maximize the potential of its location adjacent to the Garden State Parkway to attract non-residential users. This amendment contemplates leveraging existing roadway configurations and improving others. Additionally, this amendment compliments the surrounding existing and anticipated residential and commercial uses by providing for access to health services and additional high quality jobs.

In summary, the amendment is consistent with the *Reuse Plan* elements, objectives and planning principles.

Relationship to FMERA Directive

To implement the *Fort Monmouth Reuse and Redevelopment Plan*, the New Jersey State legislature empowered the Fort Monmouth Economic Revitalization Authority (FMERA) to adopt any modifications or amendments to the *Reuse Plan* and adopt development and design guidelines and land use regulations to implement the plan.

Pursuant to P.L.2010, c. 10 (N.J.S.A. 52:27I-18 et. seq.), FMERA's purpose is the following:

to oversee, administer, and implement the [Reuse Plan] as provided in this act, in a manner that will promote, develop, encourage, and maintain employment, commerce, economic development, and the public welfare; to conserve the natural resources of the State; to provide housing, including housing to address identified needs related to homelessness; and to advance the general prosperity and economic welfare of the people in the host municipalities, the county, and the entire State by cooperating and acting in conjunction

with other organizations, public and private, to promote and advance the economic use of the facilities located at Fort Monmouth.

The *Reuse Plan* amendment would advance both FMERA's stated purpose and the public welfare, by promoting, developing, encouraging and maintaining employment and economic development.

IV. Relationship to State, County and Municipal Planning Objectives

State Development and Redevelopment Plan (SDRP)

On March 1, 2001, the State Planning Commission readopted the State Development and Redevelopment Plan (SDRP). In the SDRP, the Tinton Falls Reuse Area is classified as Planning Area 1, Metropolitan Planning Area (PA-1). The SDRP defines Metropolitan Planning Areas as areas which "provide for much of the state's future redevelopment; revitalize cities and towns; promote growth in compact forms; stabilize older suburbs; redesign areas of sprawl; and protect the character of existing stable communities." The amendment is well-reconciled with the guiding policies and policy objectives of the adopted SDRP for the Planning Area 1, Metropolitan Planning Area.

Consistent with the goals for the PA-1, the amendment promotes the type of redevelopment needed to transform the Tinton Falls Reuse Area, which is currently well underway, into a vibrant, mixed-use community with compact development that will ensure efficient utilization of scarce land resources while also carefully protecting the character of surrounding communities. Also, in accordance with the objectives for PA-1, the amendment allows for redevelopment in a location well served by existing transportation networks, including the Garden State Parkway, which is consistent with the plans for the Tinton Falls Reuse Area.

Monmouth County Open Space Plan

The Monmouth County Open Space Plan, adopted by the Monmouth County Planning Board in August 2006 as an element of the Monmouth County Growth Management Guide, specifically advocates the acquisition of a portion of the Fort Monmouth property as a new County park site. To fulfill this acquisition, Monmouth County filed a Notice of Interest for park and recreation lands within Fort Monmouth. The County subsequently filed an application to the National Park Service's Federal Lands to Park Program for a Public Benefit Conveyance, which was endorsed by the three host municipalities of Eatontown, Tinton Falls and Tinton Falls. This amendment is not inconsistent with the County's goals for open space in the Tinton Falls Reuse Area.

Tinton Falls Master Plan

The former Fort properties in Tinton Falls are included within the "master plan" for Fort Monmouth, i.e., the Reuse and Redevelopment Plan. However, a vision for the redevelopment of the fort is provided in the most recent Master Plan for the Borough of Tinton Falls, adopted by the Borough Planning Board on April 25, 2007. The Borough Master

Plan anticipates the imminent redevelopment of Fort Monmouth, stating among its goals to “ensure the most appropriate reuse of Fort Monmouth.” In addition, the Master Plan asserts that “given this piece of property represents the last best opportunity to do something special for the Borough, it is appropriate that Tinton Falls advance its vision for the ultimate development of the site.” To that end, the Plan articulates a vision for the fort’s future as “a vibrant mixed-use development with commercial, residential, entertainment and public uses in a traditional main street setting.” The amendment is consistent with the vision articulated in the Borough Master Plan.

Tinton Falls Zoning

Although the development of the former Fort properties in Tinton Falls will be governed by the land use regulations and design guidelines adopted by FMERA, as a point of information, the study area lies within the Borough’s OS/GU: Open Space/ Governmental Use District under the municipality’s current zone plan. This designation represents a new land use category for Tinton Falls and includes the County Park south of Route 33 and the County-owned parcels on the east side of Wayside Road. This category also includes other large, publicly-held parcels, in addition to Fort Monmouth, including Naval Weapons Station Earle and the County Reclamation Center. The intent of this designation is to allow existing activities on the properties as a matter of right while not committing to a specific zone scheme until they become available for development. Permitted uses in the zone include open space and Borough and government uses. Permitted conditional uses include churches and places of religious worship, and schools. There are no bulk regulations for the OS/GU District.

The amendment is generally consistent with the Borough’s intent for the Tinton Falls Reuse Area.

V. Conclusion

The subject amendment, referred to as Amendment #12 to the *Fort Monmouth Reuse and Redevelopment Plan*, maintains the land use concepts and plans articulated in the *Reuse Plan*. However, the amendment permits alternative development scenarios for the Tinton Falls Reuse Area.

This amendment is consistent with the objectives and principles in the *Reuse Plan*, as well as State, County and Municipal planning objectives. Furthermore, the amendment advances the public welfare, particularly with regard to promoting, developing, encouraging and maintaining employment within Fort Monmouth.

Lastly, the amendment provides flexibility for FMERA to more effectively attract potential non-residential users to the Tinton Falls Reuse Area, thereby enabling it to fulfill its statutory mandate to create new jobs and advance the general prosperity and welfare of the people most impacted by the Fort's closure.

Donna Phelps

From: Scott Arnette <sarnette@arnettelaw.com>
Sent: Friday, October 26, 2018 1:37 PM
To: Donna Phelps
Cc: Oceanport Mayor; Joseph A. Irace; Steve Solan; Jeanne Smith; Katie LaPorta
Subject: Re: Nursing Home Transportation Ordinance

Hey Donna,

Happy to help, but can you list this for discussion at the next meeting. While I recall some discussion about this at a past meeting, I would like to understand the goal that is trying to be reached by the ordinance. Given the interaction with one of the businesses likely effected by the Ordinance, this guidance will help me create appropriate "teeth" to accomplish that end. Is this Eatontown's template?

Regards,
 Scott

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 Certified Civil Trial Advocate, NBTA

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On Oct 26, 2018, at 12:13 PM, Donna Phelps <dphelps@oceanportboro.com> wrote:

Scott – The Borough is working on putting the Nursing Home Transportation Services Ordinance (attached) into action. I have reached out to Acute Care and Unity Place advising them of the Ordinance and requesting proof of the availability of such emergency vehicles with the Oceanport Borough Clerk as soon as possible. Attached are e-mails to the appropriate individuals at both of these institutions. Unfortunately, it does not appear to be going very well. In addition, it doesn't seem like there are any "teeth" in the ordinance for enforcement.

Can you take a look and advise? Thanks.

Donna M. Phelps

*Reck out
to Bacon for
copy of contract*

Chapter 269. Nursing Homes

[HISTORY: Adopted by the Mayor and Council of the Borough of Oceanport as indicated in article histories. Amendments noted where applicable.]

Article I. Transportation Services [Adopted 4-2-2015 by Ord. No. 944]

§ 269-1. Purpose.

The purpose of this article is to establish requirements for transportation services for nursing homes.

§ 269-2. Definitions.

As used in this article, the following terms shall have the meanings indicated:

NURSING HOME Any private hospital, institution, care center, convalescent home, old-age home, nursing home, and any other establishment or institution for the care, treatment, lodging or nursing of persons mentally ill, mentally deficient or mentally or developmentally delayed or disabled, acutely or chronically ill, or who are crippled, convalescent, infirm or in any way afflicted, or who reside therein for any purpose whatsoever. The definition of "nursing home" as set forth in Chapter 390 shall also be incorporated herein.

§ 269-3. Ambulance or equivalent-type service required.

All nursing homes within the Borough of Oceanport, County of Monmouth, State of New Jersey shall be and are hereby required to own, lease, rent, possess, or have immediately available an ambulance or van-type vehicle suitable to be used as an ambulance for the conveyance of nonambulatory as well as emergency patients as the need so arises.

§ 269-4. Proof of availability to be filed.

All nursing homes shall file proof of the availability of such emergency vehicles with the Borough Clerk of the Borough of Oceanport within 60 days from the final passage of this article and on or before January 1 of each and every year thereafter.

contracts for delivery

§ 269-5. Violations and penalties.

Any person or organization that shall violate any provision of this article shall be subject to a penalty as set forth in Chapter 1, § 1-15, General penalty.

February 5th 2015 - Work Shop Meeting

Councilman Irace asked to bring up topic on the Lease for the Police Headquarters and that review of the Lease was not what the terms were discussed 6-7 months ago. Mayor Mahon responded that the Lease is a standard form and asked Mr. Arnette to speak more as to the sublease. Mr. Arnette explained discussions with Deputy Attorney General on sections of the sublease on environmental issues and the work around. The DAG agreed and said let's wait until the Army signs lease and then FMERA could do sublease. Final agreement was same terms. Councilwoman Kahle asked why it was only 6 months. Mayor Mahon advised it was for 12 months from when they moved in last October with a 6-month extension. Mayor Mahon also commented that there remains hope for the future to stay in the building. Mayor Mahon then explained process for FOSL process, the Army's environmental review and what is known is that there is non-friable asbestos as part of the insulation of the piping for the heating system and was not near employees. He continued that if the site moves to a "purchase" then a finding of suitability to transfer process would be conducted.

Councilwoman Kahle advised that the Borough's representative is not able to make the next FMERA Staff Environmental Advisory Committee meeting and was there the ability to have someone attend in his place as she felt it was important for someone to go. Mr. Bennett noted date and would call to see if Councilwoman Kahle could attend.

Councilman Irace asked to return to discussion on lease for Police Headquarters and Rick Harrison not liking party of the agreement. Mr. Arnette responded that the language "worked out" around the provisions was what Mr. Harrison had an issue with. Councilman Irace asked Mayor Mahon if Mr. Harrison had that ability. Mayor Mahon responded no. Councilman Irace asked why we signed the lease so quickly if we had an issue with the language and did they really say they would evict.

DISCUSSION ITEMS

1. Proposed amendments to property maintenance ordinance; bamboo; Mayor Mahon led discussion, asked Council if they had reviewed the draft and asked for comments. Councilwoman Kahle asked if it covered existing. Mayor Mahon answered yes, addresses existing and new. Councilman Irace posed why would we address bamboo and for instance not trees? Why wouldn't this be addressed as civil matter and shouldn't the neighbors handle it between themselves? Mayor Mahon answered the key is that it's invasive. Mayor Mahon asked how Council wanted to proceed. Council consent was to move to regular agenda for introduction with no objections.
2. Proposed ordinance concerning Nursing Home and Transportation Requirements: Councilman Irace stated that the First Aid had come to him having done some research and expressed concerns for any burden placed on the Borough's First Aid Squad with new developments like AcuteCare's rehabilitation of the former Paterson Army Hospital. They have no issue responding to life-threatening calls. Councilman Irace added that the First Aid had provided an Eatontown ordinance that addresses the issue which was the basis for the proposed one before them. Councilwoman Kahle stated that AcuteCare had stated in an appearance before the Council that they would provide their own transportation services but it wasn't in writing and she wanted to have an ordinance in place to address it. As Council had no objections the proposed ordinance was directed to legal for review and plan for introduction at next meeting.
3. Proposed resolution supporting law enforcement officers. Councilman Irace commented why he believed it was a good thing to recognize the law enforcement officers and as there were no objections the resolution was moved to consent agenda for action.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE BOROUGH OF OCEANPORT TO ENTER INTO A JOINT
PURCHASING AGREEMENT WITH THE CITY OF LONG BRANCH, LEAD
AGENCY, FOR THE JOINT PURCHASING FOR PROVISION AND
PERFORMANCE OF GOODS FOR POLICE DEPARTMENT EQUIPMENT FOR
TRAINING PURPOSES**

Resolution

WHEREAS *N.J.S.A. 40A:11-11(10)* authorizes contracting units to establish a Joint Purchasing System and to enter into a Joint Purchasing Agreement for its administration; and

WHEREAS the City of Long Branch, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Joint Purchasing System for the provision and performance of goods and services; and

WHEREAS, the governing body of the City of Long Branch, County of Monmouth, State of New Jersey duly considered participation in a Joint Purchasing System for the provision and performance of goods for Police Department Equipment for Training Purposes, including but not limited to Simunition Equipment.

WHEREAS, the Joint Purchasing System will consist of the following participating contracting agencies: the City of Long Branch and the Borough of Allenhurst, Borough of Deal, Borough of Eatontown, Borough of Fair Haven, Borough of Little Silver, Borough of Monmouth Beach, Township of Ocean, Borough of Oceanport, Borough of Rumson, Borough of Sea Bright, Borough of Shrewsbury, Borough of West Long Branch, and the Monmouth University Police Department.

NOW, THEREFORE BE IT RESOLVED as follows:

1. **TITLE** - This Resolution shall be known and may be cited as the Joint Purchasing Resolution of the Borough of Oceanport for the joint purchasing for provision and performance of goods for Police Department Equipment for Training Purposes.
2. **AUTHORITY** - Pursuant to the provisions of *N.J.S.A. 40A:11-10* the Mayor and Borough Clerk are hereby authorized to enter into a Joint Purchasing Agreement with the Lead Agency.
3. **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.
4. **EFFECTIVE DATE** - This resolution shall take effect immediately upon passage.

JOINT PURCHASING SYSTEM AGREEMENT

AGREEMENT FOR A JOINT PURCHASING SYSTEM

This Agreement made and entered into this 13 day of December, 2018, by and between the City of Long Branch and the Borough of Allenhurst, Borough of Deal, Borough of Eatontown, Borough of Fair Haven, Borough of Little Silver, Borough of Monmouth Beach, Township of Ocean, Borough of Oceanport, Borough of Rumson, Borough of Sea Bright, Borough of Shrewsbury, Borough of West Long Branch, and the Monmouth University Police Department to participate in a Joint Purchasing System.

W I T N E S S E T H

WHEREAS, *N.J.S.A. 40A:11-10*, specifically authorize two or more contracting units to enter into a Joint Purchasing Agreement for the provision and performance of goods and services; and

WHEREAS, the City of Long Branch is conducting a voluntary Joint Purchasing System with other authorized contracting units utilizing the administrative purchasing services and facilities of the City of Long Branch; and

WHEREAS, this Joint Purchasing Agreement 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; and 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 jointly may include Equipment for the purpose of training purposes, including but not limited to Simunitions, and such other items as two or more participating contracting units in the system agree can be purchased on a joint basis.
2. The items and classes of items which may be designated by the participating contracting units hereto shall be purchased jointly 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 System's registration and annually thereafter, on the anniversary of the systems registration and shall 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 the Joint Purchasing System.
 - (E) The expiration date of the Joint Purchasing Agreement.
4. The specifications shall be prepared and approved by the Lead Agency, and no changes shall thereafter be made. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units.
 7. 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.
 8. The award shall result in only the Lead Agency entering into a formal written contract(s) directly with the successful bidder(s).
 9. The Lead Agency on behalf of each participating contracting unit shall certify the funds available for all the needs ordered under a particular contract(s); issue all purchase orders in its own name directly to the successful vendor(s) against said contract; and be invoiced by and receive statements from the successful vendor(s).
 10. The Lead Agency shall be responsible for payment for any items ordered, or for performance generally, by any other participating contracting unit. Each participating contracting unit, however, shall be required to accept its own deliveries.
 11. No participating contracting unit in the Joint Purchasing 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.
 12. 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.

13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. It is further agreed that upon notification by the Lead Agency that it is about to award a contract to a vendor on behalf of itself and participating agencies, each participating agency shall issue a purchase order and make payment in advance to the Lead Agency for its respective portion of the pending contract. The Lead Agency shall hold such advance payment in trust for the purpose for which it was made in accordance with *N.J.A.C. 5:34-7.14(d)6iii* and shall promptly return any unneeded portion.
15. This Agreement shall become effective on _____ subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. 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.
17. 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 LEAD AGENCY: City of Long Branch, NJ

BY: _____
(NAME AND TITLE)

FOR THE PARTICIPATING UNIT:

BY
:

John F. Coffey, II, Mayor

ATTEST:

Jeanne Smith, Borough Clerk

OCEANPORT POLICE DEPARTMENT
RULES AND REGULATIONS

1.0 Establishment of police Department rules and regulations

1.1 Police Department authority

1.1.1 The Police Department of the Borough of Oceanport is established pursuant to N.J.S.A. 40A:14-118 and ([Chapter 16 of the Municipal Ordinances of the Borough of Oceanport](#)). The Oceanport Police Department shall after this be called the “Department.”

1.2 Department Rules

1.2.1 Rules and Regulations Established. The Governing Body or its designee (a designated committee thereof or Borough Administrator) is designated as the appropriate authority as provided in the New Jersey statutes. The Appropriate Authority shall be responsible for the overall performance of the Police Department. The Governing Body or its designee shall adopt and promulgate rules and regulations for the government of the Police Department and for the discipline of its members (N.J.S.A. 40A:14-118).

1.2.2 Right to Amend or Revoke. In accordance with N.J.S.A. 40A:14-118, the right is reserved by the appropriate authority to amend or to revoke any of the rules contained herein.

1.2.3 Previous Rules, Policies and Procedures. All rules previously issued, and policies, procedures and guidelines that are contrary to the rules contained herein, are hereby revoked. All other policies and guidelines shall remain in force.

1.2.4 Application. These rules are applicable to all police officers of the Department and to all civilian employees of the Department where appropriate.

1.2.5 Distribution. One copy of these rules shall be distributed to each employee of the Department. **Copies will also be maintained on file in the Department Training database, by the records clerk and in the Squad room.**

1.2.6 Responsibility for maintenance. Employees shall be responsible for maintaining a current copy of the rules, including all additions, revisions, and amendments as issued.

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1.2.7 The Chief of Police will advise the Appropriate Authority of any necessary changes or additions to the rules.

1.2.8 Familiarization. Employees shall thoroughly familiarize themselves with the provisions of the rules. Ignorance of any provision of these rules will not be a defense to a charge of a violation of these rules.

2.0 Definitions

2.1 Authority. The right to issue orders, give commands, enforce obedience, initiate action and make necessary decisions commensurate with rank or assignment as provided for in the Department rules, policies, and guidelines. Authority may be delegated by those so designated. Acts performed without proper authority or authorization shall be considered to be in violation of the rules.

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2.2 Chain of command. Vertical lines of communication, authority and responsibility within the organizational structure of the Department.

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2.3 Day Off. Those days determined by the appropriate supervisor on which a given employee is excused from duty.

2.4 Directive. A document detailing the performance of a specific activity or method of operation. "Directive" includes:

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2.4.1 General Order: Broadly based directive dealing with policy and guidelines and affecting one or more organizational subdivisions of the Department.

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2.4.2 Personnel order: A directive initiating and announcing a change in the assignment, rank or status of personnel.

2.4.3 Special order: A directive dealing with a specific circumstance or event that is usually self-canceling.

2.5 Employee. All employees of the Department, whether sworn regular or special police officers or civilian employees.

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2.6 Governing Body. The Mayor and Borough Council of the Borough of Oceanport.

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2.7 Guideline. A written statement providing specific direction for performing Department activities. Guidelines are implemented through policies and directives.

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2.8 May/Should. As used herein words “may” and “should” mean that the action indicated is permitted.

2.9 Order. Any written or oral directive issued by a supervisor to any subordinate, or group of subordinates in the course of police duty.

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2.10 Policy. A statement of Department principles that provides the basis for the development of guidelines and directives.

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2.11 Shall/Will. The words “shall” and “will” as used herein, shall indicate that the action required is mandatory.

2.12 Supervisor. Employee assigned to a position requiring the exercise of immediate supervision over the activities of other employees.

3.0 Rank and command

3.1 The order of Rank in the Police Department shall be:

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A. Chief

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B. Captain

C. Lieutenant

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D. Sergeant-

E. Detective-

F. Patrolman-

G. Probationary Officer

H. Special Officer Class II

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I. Special Officer Class I

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J. Records Clerk-

3.2 Command in the Police Department shall be exercised by virtue of rank and in cases of equal rank by length of service in such rank, and where equal by length of service in the next preceding rank.

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4.0 Powers and Duties of Officers

4.1 Authority and Duties of the Chief of Police

4.1.1 Summary

The Chief of Police is the Chief Administrative Officer of the Department and is directly responsible to the Public Safety Committee for

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its efficiency and day-to-day operations. He is the final authority in all matters of policy, operations, and discipline. He exercises all lawful powers of his office and issues such lawful orders as are necessary to assure the effective performance of the Department.

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Through the Chief of Police, the Department is responsible for the enforcement of all laws coming within its legal jurisdiction. The Chief of Police is responsible for planning, directing, coordinating, controlling and staffing all activities of the Department. He is also responsible for its continued and efficient operation, for the enforcement of rules and regulations within the Department, for the completion and forwarding of such reports as may be required by proper authority and for the Department's relations with local citizens, the local government and other related agencies.

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The Chief is responsible for training of all members of the Department. The Chief shall have general charge of the station house and all property of the police Department.

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4.1.2 General Duties and responsibilities:

1. **Protect life and property.**
2. **Exercises authority consistent with obligations imposed by the oath of office and in conformance with the policies of the Department.**
3. **Abides by all rules, regulations and Departmental guidelines and directives governing police officers.**
4. As necessary, recommends and makes recommendations for the adoption of new town ordinances or the amendment of existing ones.
5. Supervises the maintenance of police vehicles and any other equipment needed for the operation of the Department.
6. Prepares periodic and special reports and assures that adequate records are maintained of all Department activities. Forwards monthly activity reports to the Public Safety Committee.
7. Controls the expenditure of Department appropriations and prepares annual budget estimates of needs.

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8. Plans and coordinates training of members in procedures, duties and proper use of equipment.
9. Cooperates with other laws enforcement agencies in the apprehension and detention of wanted persons and with other agencies as appropriate.
10. Receives and disposes of complaints; attends civic club and school meetings to explain the activities and functions of the Police Department, and to establish favorable public relations.
11. Formulates written administrative guidance in the form of policies, regulations, and other orders governing activities of the Police Department
12. Ensures compliance with all laws that the Department or its officers have the authority to enforce.
13. Organizes, directs, and controls all resources of the Department to preserve the peace, protect persons and property and enforce the law.
14. Establishes a routine of daily duties to be performed by officers.
15. Assigns, details or transfers any member or employee of the Department to or from any assignment wherever he shall deem such action necessary for the efficiency, discipline or morale of the Department
16. Ensures that all members have copies of the Department's Rules and Regulations and Guideline manuals.
17. Oversees Investigations of all cases of alleged or apparent misconduct by Department personnel, and makes determination of all disciplinary actions following Departmental Investigations.
18. Keeps himself informed of Departmental affairs, ensuring that the duties and responsibilities of members and employees are properly discharged.
19. Promulgates all general and special orders of the Department and issues on his own authority orders, written and oral, consistent with his powers, duties, and responsibilities.

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20. Supervises the safekeeping of all evidence and any property recovered, found or confiscated.
21. Maintains a personnel record system in which shall be kept all pertinent information on all Departmental members and employees.
22. Notifies the Chairman of the Public Safety Committee and Borough Clerk any time that he intends to leave the borders of the State of New Jersey.
23. Reports immediately to the Chairman of the Public Safety Committee the death, resignation or suspension of any member and takes into custody all the equipment of the Department issued to that officer.
24. Reports promptly to the Chairman of the Public Safety Committee the name of any member who, by reason of age, disease, injury or other cause, does not or is unable to fully and efficiently perform his duties. In his discretion, he may order the member to be examined by a physician selected by the borough for the purpose of determining his ability to perform his duties.
25. Reports in writing to the Governing Body all instances of special faithfulness to duty, exceptional skill and bravery in the performance of duty, and any recommendation as to special award or commendation to be made.
26. Certifies the correctness of all bills and vouchers relating to the Department and maintains an accurate record of all supplies ordered by and delivered to police headquarters.
27. Investigates and reports to the Public Safety Committee all cases involving personal injury or damage to property whereby the borough may be held liable.
28. Reports in person, when possible, at all serious incidents.
29. Reviews, plans, implements safety protocols and measures for Special Events within the Borough.
30. Ensures that Department Payroll is completed in a timely manner, maintains the schedule and makes any necessary changes regarding overtime, sick time, vacation time, Kelly

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time, Special Details, outside work assignments, meetings, Training, military time and/or any other leave of absence reflected on the Department work schedule.

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31. Maintains an inventory of all property and belongings of the police Department.

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32. Causes an investigation into the background of each applicant for appointment to the Police Department, and reports the results to the Public Safety Committee.

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4.1.3 Knowledge, Skills, and Abilities

The Police Chief must maintain comprehensive knowledge of laws, rules, and court decisions relating the administration of criminal justice and law enforcement; comprehensive knowledge of scientific methods of crime detection, criminal identification, and radio communications; comprehensive knowledge of controlling laws and ordinances, thorough knowledge of the geography of the town; demonstrated ability to lead and direct the activities of police officers; ability to maintain cooperative relationships with other town officials and with the general public; ability to evaluate the effectiveness of the police operation and to institute improvements; ability to prepare and review reports; resourcefulness and sound judgement in emergencies; demonstrated integrity; tact, physically fit and is capable of successfully performing all of the essential functions required for the position of police officer.

4.2 Authority and Duties of the Captain

4.2.1 Summary

The Captain is the second highest rank authorized in the police Department. The Captain possesses the authority in matters of policy, operations, and discipline delegated to him by the Chief of Police. He exercises all lawful powers of his office and issues such lawful orders as are necessary to assure the effective performance of Department personnel.

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The Captain is responsible for the enforcement of all laws coming within the legal jurisdiction of the Department. He is responsible for planning, directing, coordinating, controlling and staffing all activities assigned to his command. The Captain shares responsibility with the Chief of Police for the continued and efficient operation of the Department, the enforcement of rules and regulations within the Department, for the completion and forwarding of such reports as may be required by proper authority and for the

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Department's relations with local citizens, the local government, and other related agencies.

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The Captain shares responsibility for the training of all members of the Department.

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4.2.2 General Duties and Responsibilities

1. **Protect life and property.**
2. **Exercises authority consistent with obligations imposed by the oath of office and in conformance with the policies of the Department.**
3. **Abides by all rules, regulations and Departmental guidelines and directives governing police officers.**
4. As necessary, recommends and makes recommendations for the adoption of new policies and procedures or the amendment of existing ones.
5. Supervises the maintenance of police vehicles and any other equipment needed for the operation of his command.
6. Prepares periodic and special reports, and assures that adequate records are maintained of all command activities
7. Plans and coordinates training of members of his command in procedures, duties and proper use of equipment
5. Cooperates with other laws enforcement agencies in the apprehension and detention of wanted persons and with other agencies as appropriate.
6. Receives and disposes of complaints; attends civic club and school meetings to explain the activities and functions of the police Department, and to establish favorable public relations.
7. In consultation with the Chief of Police, formulates written administrative guidance in the form of policies, regulations, and other orders governing activities of the police Department
8. Ensures compliance with all laws that the Department or its officers have the authority to enforce.

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9. Organizes, directs, and controls all resources of the Department to preserve the peace, protect persons and property and enforce the law.
10. Establishes a routine of daily duties to be performed by officers under his command.
11. Assigns, details or transfers any member or employee of the Department to or from any assignment wherever he shall deem such action necessary for the efficiency, discipline or morale of the Department with the prior approval of the Chief of Police.
12. Ensures that all members have copies of the Department's Rules and Regulations and Guidelines manuals
13. Investigates all cases of alleged or apparent misconduct by Department personnel and forwards that information to the Chief of Police for determination of all disciplinary actions.
14. Keeps himself informed of Departmental affairs, ensuring that the duties and responsibilities of members and employees are properly discharged.
15. Promulgates general and special orders for his command and issues on his own authority orders, written and oral, consistent with his powers, duties, and responsibilities conveyed to him by the Chief of Police.
16. Supervises the Field Training Officers and the Field Training program and its proper implementation to train new officers.
17. Is the Commander of the Department's Internal Affairs Function, in which capacity the Captain shall:
 - a) Supervise internal affairs investigations.
 - b) Maintain Internal Affairs Reports and Files
 - c) Report to the County Prosecutor in regards to internal affairs reporting on a quarterly and annual basis.
 - d) Recommend to the Chief of Police Internal Affairs discipline and disposition.
18. Reviews, plans, implements safety protocols and measures for Special Events within the Borough.
19. Ensures that Department Payroll is completed in a timely manner, maintains the schedule and makes any necessary changes regarding

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overtime, sick time, vacation time, Kelly time, Special Details, outside work assignments, meetings, Training, military time and/or any other leave of absence reflected on the Department work schedule.

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20. During the absence or disability of the Chief of Police, possesses temporarily all the powers, authority and responsibility and shall perform temporarily all of the duties of the Chief of Police.

4.2.3 Knowledge, Skills and Abilities;

The Captain must maintain comprehensive knowledge of laws, rules, and court decisions relating to the administration of criminal justice and law enforcement; comprehensive knowledge of scientific methods of crime detection, criminal identification, and radio communications; comprehensive knowledge of controlling laws and ordinances, thorough knowledge of the geography of the town; demonstrated ability to lead and direct the activities of police officers; ability to maintain cooperative relationships with other town officials and with the general public; ability to evaluate the effectiveness of the police operation and to institute improvements; ability to prepare and review reports; resourcefulness and sound judgement in emergencies; demonstrated integrity; tact, physically fit and is capable of successfully performing all of the essential functions required for the position of police officer.

4.3 Authority and Duties of the Lieutenant.

4.3.1 Summary

The Lieutenant is the third highest rank authorized in the police Department. The Lieutenant supervises the patrol operations of the Department and supervises the detective bureau and possesses such authority in matters of policy, operations, and discipline as delegated to him by the Chief of Police. He exercises all lawful powers of his assignment and issues such lawful orders as are necessary to assure the effective performance of personnel assigned to the Patrol and the Detective Bureau. The Lieutenant also supervises the Records Bureau.

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The Lieutenant is responsible for the enforcement of all laws coming with the legal jurisdiction of the Department. In consultation with the Chief and Captain, the Lieutenant is responsible for the planning, direction, coordination, control and supervision of the Detective Bureau. The Lieutenant shares responsibility with the command above for the continued efficient operation of the Department, the enforcement of rules and regulations within the Department, for the completion and forwarding of such reports as may be

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required by proper authority and for the Departments relations with local citizens, the local government, and other related agencies.

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The Lieutenant, in consultation with the Chief and Captain, bears responsibility for implementation of mandatory and in-service training of all members of the Department. The Lieutenant will work with and supervise the Sergeants of the Department and ensure that the Sergeants are properly following all supervisory functions within patrol, as well as all aspects assigned to them, and that they are knowledgeable on policy, procedures, and laws.

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4.3.2 General Duties and Responsibilities:

1. Protect life and Property.
2. Exercises authority consistent with obligations imposed by the oath of office and in conformance with the policies of the Department.
3. Abides by all rules, regulations and Departmental guidelines and directives governing police officers.
4. Supervises the Patrol Sergeants and the Departments Patrol Functions.
5. Supervision of all investigations assigned to the Detective Bureau.
6. Informs the Chief and Captain about progress of all investigative responsibilities.
7. Prepares periodic and special reports and assures that adequate records are maintained of all command activities.
8. Ensures that Department Payroll is completed in a timely manner, maintains the schedule and makes any necessary changes regarding overtime, sick time, vacation time, Kelly time, Special Details, outside work assignments, meetings, Training, military time and/or any other leave of absence reflected on the Department work schedule.
9. Oversee and supervises the operations of the Records Bureau.
10. Plans and coordinates training of members of the Department in procedures, duties and proper use of equipment.

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11. Cooperates with other laws enforcement agencies in the apprehension and detention of wanted persons and with other agencies as appropriate.
12. Investigates all cases of alleged or apparent misconduct by Department personnel and forwards that information to the Chief of Police for determination of all disciplinary actions.
13. Ensures compliance with all laws that the Department or its officers have the authority to enforce.
14. Organizes, directs, and controls all resources assigned to his command to preserve the peace, protect persons and property and enforce the law.
15. Establishes a routine of daily duties to be performed by officers under his command.
16. Reviews, plans, implements safety protocols and measures for Special Events within the Borough.
17. Keeps himself informed of Departmental affairs, ensuring that the duties and responsibilities of members and employees are properly discharged.
18. Supervises the safekeeping of all evidence and any property recovered, found or confiscated by members of the Department.

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4.3.3 Knowledge, Skills and Abilities

The Lieutenant must maintain comprehensive knowledge of laws, rules, and court decisions relating the administration of criminal justice and law enforcement; comprehensive knowledge of controlling laws and ordinances, thorough knowledge of the geography of the town; demonstrated ability to lead and direct the activities of police officers; ability to maintain cooperative relationships with other town officials and with the general public; ability to evaluate the effectiveness of the police operation and to institute improvements; ability to prepare and review reports; resourcefulness and sound judgement in emergencies; demonstrated integrity; tact, physically fit and is capable of successfully performing all of the essential functions required for the position of police officer.

4.4 Authority and Duties of the Sergeant

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4.4.1 Summary

The Sergeant serves as the **front-line level of supervision** in the Department. His primary responsibility is exacting the proper performance of police duty from patrol officers.

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The Sergeant is charged with enforcing Department rules and ensuring compliance with the Department's regulations. **He handles all infractions and reports violations to the Captain or Lieutenant.**

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He shall thoroughly acquaint himself with the duties of patrol officers and shall assist and instruct the officers under his supervision in the proper performance of their duties.

He shall be responsible for the proficiency, discipline, conduct, appearance, and strict attention to duty of all officers.

A Sergeant with the Department may be assigned to specialized assignment, or supervise a specific assignment that is a required function within the Department, such as:

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1. Supervisory Firearms Instructor
2. Supervisor of Traffic Safety
3. Internal Affairs Officer
4. Field Training Officer
5. TAC Officer
6. Other specialized assignments as determined by the Chief of Police, or Captain.
7. Training officer in any police related specialization or topic.

4.4.2 General duties and Responsibilities of Sergeants

1. **Protect Life and Property.**
2. Exercises authority consistent with obligations imposed by the oath of office and in conformance with the policies of the Department.
3. Abides by all rules, regulations and Departmental guidelines and directives governing police officers.
4. Instructs and trains new police officers and assists those concerning difficult police problems and cases.
5. Performs all work required of a police officer.

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6. Prepares reports on a variety of police Department activities.
7. Supervises patrol officers assigned to him
8. Maintains active, working knowledge of Departmental rules, policies, procedures, and developments in the law that affect him and members under his supervision.
9. Continuously audits the performance of officers under his supervision to determine whether they are properly, effectively, and consistently carrying out their police duties. In particular, compares field practices with the standards established through written orders.
10. Ensures that when the performance of an officer under his command is unsatisfactory, measures are taken through encouragement, explanation, referral to his superior officer or other means consistent with Departmental policy to see that the officer's future conduct is up to standard.
11. Submits a written report to the Captain or Lieutenant regarding any member of the Department who commits a serious breach of the regulations of the Department, or where informal corrective measures prove inadequate. Includes in this report the complete details of the misconduct and of corrective measures attempted. Examples of types of misconduct which would ordinarily be considered "serious" include, but are not limited to, the following:
 - a. Flagrant refusal to obey orders.
 - b. The commission of any criminal offense.
 - c. Oral or physical abuse of a member of the public.
 - d. Excessive use of force with a prisoner or other person.
 - e. Absence without leave.
 - f. Excessive tardiness
 - g. A Conflict of interest.

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- h. Failure amounting to negligence to discover or act upon a felony or upon the existence of conditions dangerous to the health or safety of the public.
- i. Repeated failure to respond to orders, instructions or other admonitions to correctly execute duties.

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- 12. Implements all orders received from the **Chief or Captain and/or Lieutenant**. To this end, thoroughly explains to Departmental personnel under his command the content and meaning of new orders that affect their responsibilities.

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- 13. Accountable for the actions or omissions of the officers under his supervision which are contrary to Departmental regulations or policy.

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- 14. Responds to emergencies, incidents, or dispatches as required. Takes command of the situation until relieved by an officer of superior rank.

- 15. Ensures that all patrol officers receive, serve, or deliver warrants, summonses, subpoenas or other official papers and performs relevant duties promptly and accurately.

- 16. Performs other duties as may be assigned by the Chief, **Captain or Lieutenant**.

4.4.3 Knowledge, Skills and Abilities

The Sergeant must maintain thorough knowledge of the rules and regulations of the Department; thorough knowledge of approved principles, practices and procedures of police work; thorough knowledge of pertinent state laws, municipal ordinances and court decisions; thorough knowledge of the geography of the municipality and location of important buildings; commands respect of the officers and assigns, directs and supervises their work; handles the public courteously and firmly and establishes and maintains satisfactory public relations; analyzes complex police problems and situations and adopts quick, effective, and reasonable courses of actions; skilled in the use of police equipment, physically fit and is capable of successfully performing all of the essential functions required for the position of police officer.

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4.5 Authority and Duties of the Detective

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4.5.1 Summary

Assignments received usually consist of specific cases to be followed to conclusion, normally closing with the preparation of a case for prosecution. This aspect of the work distinguishes the investigator from other police personnel who make preliminary investigations of cases at the scene of the crime.

4.5.2 General Duties and Responsibilities

1. Protect life and property.
2. Exercises authority consistent with obligations imposed by the oath of office and in conformance with the policies of the Department.
3. Abides by all rules, regulations and Departmental guidelines and directives governing police officers.
4. Investigates all assigned cases to the best of one's ability.
5. Demonstrates skills in interviewing and interrogating, properly observing legal safeguards.
6. Testifies in various state and federal court proceedings; presenting a professional competent image of the Department.
7. Develops and maintains case files and other files or paperwork appropriate to investigative matters, Knowledgeable about relevant legal processes such as grand juries, obtaining warrants, understands and safe guards the constitutional rights of suspects under investigation.
8. Informs the Lieutenant about progress of all investigative responsibilities and completes bi-weekly reports that are forwarded to the Lieutenant of relevant cases, incidents being investigated.
9. Maintains liaison with investigators of the County Prosecutor's officer, State Police and other local and federal law enforcement agencies on matters of mutual concern.
10. Performs all duties required of police officers.
11. Timely completion of background investigations for firearms permits, solicitor permits, and volunteer organizations.

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12. Collects, stores, inventories evidence, and maintains records for evidence submission, collection, and destruction.

13. Services as the Departments Juvenile officer, handling cases which involve juvenile involvement or cases where the schools are involved.

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13. Performs other duties as assigned by the Lieutenant, Captain or Chief of police.

4.5.3 Knowledge, Skill and Abilities:

Possess substantial knowledge of police investigative techniques and techniques of identification; general knowledge of rules of evidence and laws of search and seizure; general knowledge of geography of the municipality and important buildings; ability to analyze evidence; ability to question and interview skillfully; ability to organize and prepare clear and concise reports; skill in the use of police equipment; physically fit and is capable of successfully performing all of the essential functions required for the position of police officer.

4.6 Authority and Duties of the Police Officer

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4.6.1 Summary

A Police officer is responsible for the efficient performance of required duties conforming to the rules, regulations, and general orders contained herein. Duties shall consist of, but are not limited to, general police responsibilities necessary to the safe and good order of the community. A police officer shall:

1. Protect life and property
2. Identify criminal offenders and criminal activity and, where appropriate, apprehend offenders and participate in subsequent court proceedings.
3. Reduce the opportunity for the commission of crime through preventative patrol and other measures.
4. Aid people who are in danger of physical harm.
5. Facilitate the movement of vehicular and pedestrian traffic.

6. Identify potentially serious law enforcement or governmental problems.
7. Promote and preserve the peace.
8. Provide emergency service.

Although the police officer position is non-supervisory, he or she may be the senior officer working in absence of a Sergeant, Lieutenant, or the Captain. That senior officer, when working with a less experienced officer, shall be responsible for the supervision, proficiency, discipline, conduct, appearance, and strict attention to duty of all subordinate officers working with them. Police officer duties are performed on an assigned shift under the general guidance of the Police Chief, Captain, Lieutenant, and/or Sergeant.

4.6.2 General Duties and Responsibilities

1. Exercises authority consistent with obligations imposed by the oath of office and in conformance with the policies of the Department.
2. Abides by all rules, regulations and Departmental guidelines and directives governing police officers.
3. Is accountable to superior officers. Promptly obeys legitimate orders.
4. Coordinates efforts with those of other members of the Department so that teamwork may ensure continuity of purpose and achievement of police objectives.
5. Communicates to superiors and to fellow officers all information obtained in the field, which is pertinent to the achievement of police objectives.
6. Responds punctually to all assignments. Performs their duties promptly, faithfully and diligently.
7. Acquires and records information concerning events that have taken place since the last tour of duty.
8. Records activity during the tour of duty in the manner prescribed by proper authority.
9. Report to the proper borough officials, any violations of any of the borough codes which may come to his attention.

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10. Strives to improve their skills and techniques through study and training
11. Maintains weapons and equipment in a functional, presentable condition.
12. Assists citizens requesting assistance or information. Courteously explains any instance where jurisdiction does not lie with the police Department and suggests other procedures to be followed.
13. Accountable for the securing, receipt, and proper transporting of all evidence and property coming into custody.
14. Answers questions asked by the general public, counsels juveniles and adults when necessary and refers them to persons or agencies where they can obtain further assistance.
15. Preserves the peace at public gatherings, neighborhood disputes, and family quarrels
16. Serves or delivers warrants, summonses, subpoenas, and other official papers promptly and accurately when so directed by a superior officer.
17. Confers with prosecutors and testifies in court.
18. Accomplishes other general duties as they are assigned or become necessary.
19. Performs other duties as may be assigned by the Chief, Captain, Lieutenant, and/or Sergeants.
20. Cooperates with the efforts of other law enforcement agencies.
21. Police officers may be assigned to specific tasks within the Department by the Chief of Police, Captain, and/or Lieutenant. These assignments include, but are not limited to:
 - a. Backup Detective duties and rendering assistance in the Detective Bureau.
 - b. Traffic Safety Officer.
 - c. Field Training Officer.

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d. Drug Awareness and Resistance Education, or School drug and alcohol education officer.

e. Firearms Instructor, Radar Instructor, Drug Recognition Expert, or any other Police related Instructor or assignment that is beneficial to the Department or the Community.

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f. T.A.C. Officer

g. Any Multi-agency assistance entity, such as M.O.C.E.R.T (SWAT). County RDF (Rapid Deployment Force), Narcotics Task Force, S.C.A.R.T. (County Accident Response Team, etc.

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4.6.3 Specific duties and responsibilities: Preventative Patrol.

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1. Patrols an assigned area for general purposes of crime prevention and law enforcement. Patrol includes:
 - a. Being thoroughly familiar with the assigned route of patrol. Such familiarity includes knowledge of residents, merchants, businesses, roads, alleyways, paths etc. Conditions that contribute to crime should be reported. The location of telephones and other emergency services should be noted.
 - b. Apprehending persons violating the law or wanted by the police.
 - c. Completing detailed reports on all crimes, vehicle accidents and other incidents requiring police attention. In cases where an arrest is made, an arrest report is submitted along with the required crime reports. When property is recovered or additional information is discovered pertaining to a previously reported offense, and completes any necessary follow-up reports.
 - d. Preserving any serious crime scene until the sergeant or detective arrives.
 - e. Public assembly checks.
 - f. Building security checks.
 - g. Observing and interrogating suspicious persons.
 - h. Issuing traffic citations.

- i. Being alert for and repressing fires.
 - j. Reporting street light and traffic signals out-of-order, street hazards and any conditions that endanger public safety
 - k. Checking schools, parks and playgrounds
 - l. Responding to any public emergency
- 2. Conducts a thorough investigation of all offenses and incidents within the area of assignment and scope of activity. Collects evidence and records data, which will aid in identification, apprehension, and prosecution of offenders, as well as the recovery of property.
- 3. Alert to the development of conditions tending to cause crime or indicative of criminal activity. Takes preventive action to correct such conditions, and informs superiors as soon as the situation permits.
- 4. Responds to situations brought to the officer's attention while in the course of routine patrol or when assigned by radio. Renders First Aid, when qualified, to persons who are seriously ill or injured. Assists persons needing police services.
- 5. Remains on assigned route throughout the tour of duty except when a police emergency necessitates a temporary absence, or when the sergeant or senior police officer on duty has issued authorization for a temporary absence.
- 6. Patrols area giving particular attention to and frequently rechecking locations where the crime hazard is great. Insofar as possible, a patrol officer shall not patrol an area according to any fixed route or schedule, but shall alternate frequently and backtrack in order to be at the location least expected.
- 7. Be alert for all nuisances, impediments, obstructions, defects or other conditions that might endanger or hinder the safety, health or convenience of the public within the patrol area.
- 8. Concerning a patrol vehicle:
 - a. See that it is well maintained mechanically and that it is kept clean both inside and out.

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- b. Inspects the vehicle at the beginning of the tour of duty for any defects or missing equipment. Immediately reports all defects and damage sustained to the proper authority and completes all reports and forms required by current procedures.
 - c. Removes the keys whenever the patrol car is left unattended for any reason.
 - d. Uses only vehicles assigned by the Captain or senior police officer on duty
 - e. Operates the radio according to FCC regulations and current Departmental procedures.
 - f. Ensures that the assigned vehicle's gas tank is full before completion of each tour of duty.
- 9. Keeps radio equipment in operation at all times and remains thoroughly familiar with Departmental policy concerning its use.
 - 10. Takes measures to direct the flow of traffic during periods of congestion.
 - 11. Notifies the Sergeant or officer-in-charge on duty if more than a temporary absence from regular duties is required.

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4.6.4 Specific duties and responsibilities: Traffic Patrol.

- 1. Directs and expedites the flow of traffic at assigned intersections, preventing accidents, protecting pedestrians, and ensuring the free flow of traffic.
- 2. Enforces the parking ordinances and motor vehicle laws in the patrol areas in specified areas, or where the need to conduct the necessary targeted enforcements actions are required. (Radar enforcement, traffic light enforcement,
- 3. Alert to traffic safety conditions which may endanger or inconvenience the public and reports such conditions to the Sergeant or officer-in-charge.
- 4. Responds immediately when called from a traffic post to render emergency police service. Notifies the sergeant, or officer-in charge, at the earliest possible opportunity.

5. Wears the prescribed traffic safety clothing and equipment.

4.6.5 Knowledge, Skills and Abilities:

Knowledge of the laws of the federal government, the State of New Jersey, and all ordinances of the Borough of Oceanport which may be related to the intelligent performance of police duties. Some knowledge of the philosophy, objectives and practices of counseling, particularly as related to juveniles; some knowledge of the fundamental principles of adolescent psychology; knowledge of police investigative techniques and techniques of identification; general knowledge of rules of evidence and laws of search and seizure; ability to deal effectively with juveniles and adults; ability to analyze evidence; ability to question and interview skillfully; ability to organize and prepare clear and concise oral and written reports; skill in the use of firearms and police equipment; possession of physical ability and endurance; ability to establish effective working relationships with juveniles, parents, school officials, fellow workers and the public; physically fit and is capable of successfully performing all of the essential functions required for the position of police officer.

4.7 Duties of the Special Officer Class II

4.7.1 Summary

A Special Officer Class II, who is appointed by the Governing Body, on a yearly basis, is responsible for the efficient performance of required duties conforming to the rules, regulations, and general orders contained herein. Duties shall consist of, but are not limited to, general police responsibilities necessary to the safe and good order of the community. A Special Officer Class II police officer shall:

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1. Protect life and property
2. Identify criminal offenders and criminal activity and, where appropriate, apprehend offenders and participate in subsequent court proceedings.
3. Reduce the opportunity for the commission of crime through preventative patrol and other measures.
4. Aid people who are in danger of physical harm.
5. Facilitate the movement of vehicular and pedestrian traffic.

6. Identify potentially serious law enforcement or governmental problems.
7. Promote and preserve the peace.
8. Provide emergency service.

4.7.2 General Duties and Responsibilities

1. Exercises authority consistent with obligations imposed by the oath of office and in conformance with the policies of the Department.
2. Abides by all rules, regulations and Departmental guidelines and directives governing police officers.
3. Is accountable to superior officers. Promptly obeys legitimate orders.
4. Coordinates efforts with those of other members of the Department so that teamwork may ensure continuity of purpose and achievement of police objectives.
5. Communicates to superiors and to fellow officers all information obtained in the field, which is pertinent to the achievement of police objectives.
6. Responds punctually to all assignments. Performs their duties promptly, faithfully and diligently.
7. Acquires and records information concerning events that have taken place since the last tour of duty.
8. Records activity during the tour of duty in the manner prescribed by proper authority.
9. Report to the Supervisor, who in turn will report to the proper borough officials, any violations of any of the borough codes which may come to his attention.
10. Strives to improve their skills and techniques through study and training
11. Maintains weapons and equipment in a functional, presentable condition.

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12. Assists citizens requesting assistance or information. Courteously explains any instance where jurisdiction does not lie with the police Department and suggests other procedures to be followed.

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13. Accountable for the securing, receipt, and proper transporting of all evidence and property coming into custody.

14. Answers questions asked by the general public, counsels juveniles and adults when necessary and refers them to persons or agencies where they can obtain further assistance.

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15. Preserves the peace at public gatherings, neighborhood disputes, and family quarrels.

16. Serves or delivers warrants, summonses, subpoenas, and other official papers promptly and accurately when so directed by a superior officer.

17. Confers with prosecutors and testifies in court.

18. Accomplishes other general duties as they are assigned or become necessary.

19. Performs other duties as may be assigned by the Chief, Captain, Lieutenant, and/or Sergeants.

20. Cooperates with the efforts of other law enforcement agencies.

4.7.3 Specific duties and responsibilities: Preventative Patrol.

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1. Patrols an assigned area for general purposes of crime prevention and law enforcement. Patrol includes:

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- a. Being thoroughly familiar with the assigned route of patrol. Such familiarity includes knowledge of residents, merchants, businesses, roads, alleyways, paths etc. Conditions that contribute to crime should be reported. The location of telephones and other emergency services should be noted.

- b. Apprehending persons violating the law or wanted by the police.
 - c. Completing detailed reports on all crimes, vehicle accidents and other incidents requiring police attention. In cases where an arrest is made, an arrest report is submitted along with the required crime reports. When property is recovered or additional information is discovered pertaining to a previously reported offense, the officer must produce any and all necessary follow-up reports.
 - d. Preserving any serious crime scene until the sergeant or detective arrives.
 - e. Public assembly checks.
 - f. Building security checks.
 - g. Observing and interrogating suspicious persons.
 - h. Issuing traffic citations.
 - i. Being alert for and repressing fires.
 - j. Reporting street light and traffic signals out-of-order, street hazards and any conditions that endanger public safety
 - k. Checking schools, parks and playgrounds
 - l. Responding to any public emergency
2. Conducts a thorough investigation of all offenses and incidents within the area of assignment and scope of activity. Collects evidence and records data, which will aid in identification, apprehension, and prosecution of offenders, as well as the recovery of property.
 3. Alert to the development of conditions tending to cause crime or indicative of criminal activity. Takes preventive action to correct such conditions and informs superiors as soon as the situation permits.
 4. Responds to situations brought to the officer's attention while in the course of routine patrol or when assigned by

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radio. Renders First Aid, when qualified, to persons who are seriously ill or injured. Assists persons needing police services.

5. Remains on assigned route throughout the tour of duty except when a police emergency necessitates a temporary absence, or when the sergeant or officer-in-charge on duty has issued authorization for a temporary absence.
6. Patrols area giving particular attention to and frequently rechecking locations where the crime hazard is great. Insofar as possible, a patrol officer shall not patrol an area according to any fixed route or schedule, but shall alternate frequently and backtrack in order to be at the location least expected.
7. Be alert for all nuisances, impediments, obstructions, defects or other conditions that might endanger or hinder the safety, health or convenience of the public within the patrol area.
8. Concerning a patrol vehicle:
 - a. See that it is well maintained mechanically and that it is kept clean both inside and out.
 - b. Inspects the vehicle at the beginning of the tour of duty for any defects or missing equipment. Immediately reports all defects and damage sustained to the proper authority and completes all reports and forms required by current procedures.
 - c. Removes the keys whenever the patrol car is left unattended for any reason.
 - d. Uses only vehicles assigned by the Captain, Lieutenant, Sergeant or senior police officer on duty
 - e. Operates the radio according to FCC regulations and current Departmental procedures.
 - f. Ensures that the assigned vehicle's gas tank is full before completion of each tour of duty.
 - g. Keeps radio equipment in operation at all times and remains thoroughly familiar with Departmental policy concerning its use.

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- h. Takes measures to direct the flow of traffic during periods of congestion.
- i.. Notifies the sergeant or officer-in-charge on duty if more then a temporary absence from regular duties is required.

4.7.4 Specific duties and responsibilities: Traffic Patrol.

1. Directs and expedites the flow of traffic at assigned intersections, preventing accidents, protecting pedestrians, and ensuring the free flow of traffic.
2. Enforces the parking ordinances and motor vehicle laws in the patrol areas
3. Alert to traffic safety conditions which may endanger or inconvenience the public and reports such conditions to the sergeant.
4. Responds immediately when called from a traffic post to render emergency police service. Notifies the sergeant or officer-in-charge at the earliest possible opportunity.
5. Wears the prescribed traffic safety clothing and equipment.

4.7.5 Knowledge, Skills and Abilities:

Knowledge of the laws of the federal government, the State of New Jersey, and all ordinances of the Borough of Oceanport which may be related to the intelligent performance of police duties. Some knowledge of the philosophy, objectives and practices of counseling, particularly as related to juveniles; some knowledge of the fundamental principles of adolescent psychology; knowledge of police investigative techniques and techniques of identification; general knowledge of rules of evidence and laws of search and seizure; ability to deal effectively with juveniles and adults; ability to analyze evidence; ability to question and interview skillfully; ability to organize and prepare clear and concise oral and written reports; skill in the use of firearms and police equipment; possession of physical ability and endurance; ability to establish effective working relationships with juveniles, parents, school officials, fellow workers and the public; physically fit and is capable of

successfully performing all of the essential functions required for the position of police officer.

4.8 Duties of Class I special Officers

A Special Officer Class I, who is appointed by the Governing Body, on a yearly basis, is responsible for the efficient performance of required duties conforming to the rules, regulations, and general orders contained herein. Duties shall consist of, but are not limited to, general assigned police responsibilities necessary to the safe and good order of the community. A Special Officer Class I officer is a part time employee who is assigned to special details, events, and/or outside details as scheduled by the Chief, Captain, Lieutenant, Sergeants, or other officers following Department policy. Special officer Class I shall:

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1. Protect life and property
2. Identify criminal offenders and criminal activity and, where appropriate, notify a superior officer (Patrol Officer or Class II Special Officer) of such offense.
3. Aid people who are in danger of physical harm.
4. Facilitate the movement of vehicular and pedestrian traffic.
5. Identify potentially serious law enforcement or governmental problems.
6. Promote and preserve the peace.
7. Provide emergency service.

4.8.2 General Duties and Responsibilities

1. Exercises authority consistent with obligations imposed by the oath of office and in conformance with the policies of the Department.
2. Abides by all rules, regulations and Departmental guidelines and directives governing police officers.
3. Is accountable to superior officers. Promptly obeys legitimate orders.

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4. Coordinates efforts with those of other members of the Department so that teamwork may ensure continuity of purpose and achievement of police objectives.
5. Communicates to superiors and to fellow officers all information obtained in the field, which is pertinent to the achievement of police objectives.
6. Responds punctually to all assignments. Performs their duties promptly, faithfully and diligently.
7. Acquires and records information concerning events that have taken place since the last tour of duty.
8. Records activity during the tour of duty in the manner prescribed by proper authority.
9. Report the Supervisor, who in turn will report to the proper borough officials, any violations of any of the borough codes which may come to his attention.
10. Strives to improve their skills and techniques through study and training
11. Assists citizens requesting assistance or information. Courteously explains any instance where jurisdiction does not lie with the police Department and suggests other procedures to be followed.
12. Answers questions asked by the general public, and when necessary and refers them to persons or agencies where they can obtain further assistance.
13. Preserves the peace at public gatherings, neighborhood disputes, and family quarrels
14. Performs other duties as may be assigned by the Chief, Captain, Lieutenant, and/or Sergeants

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4.8.3 Specific duties and responsibilities: preventative patrol.

1. Patrols an assigned event or work area for general purposes of crime prevention and public safety. These may include:

- a. Being thoroughly familiar with the assigned route of the event. Such familiarity includes knowledge of residents, merchants, businesses, roads, alleyways, paths etc. Conditions that contribute to hazards should be reported.
 - b. Observing persons violating the law or wanted by the police and making notification to Officers on duty.
 - c. Issuing traffic citations or parking citations.
 - d.. Being alert for and repressing fires.
 - e. Reporting street light and traffic signals out-of-order, street hazards and any conditions that endanger public safety
 - f. Checking the assigned areas for hazards, criminal activity, suspicious activity
2. Responding to any public emergency.
3. Alert to the development of conditions tending to cause crime or indicative of criminal activity. Takes preventive action to correct such conditions, and informs superiors as soon as the situation permits.
4. Responds to situations brought to the officer's attention while in the course of the assigned event or detail and notify the supervisor or officer by radio. Renders First Aid, when qualified, to persons who are seriously ill or injured. Assists persons needing police services.
5. Remains on assigned route throughout the tour of duty except when a police emergency necessitates a temporary absence, or when the sergeant or senior police officer on duty has issued authorization for a temporary absence.
6. Be alert for all nuisances, impediments, obstructions, defects or other conditions that might endanger or hinder the safety, health or convenience of the public within the patrol area.
7. Concerning a patrol vehicle:
 - a. See that it is well maintained mechanically and that it is kept clean both inside and out.

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- b. Inspects the vehicle at the beginning of the tour of duty for any defects or missing equipment. Immediately reports all defects and damage sustained to the proper authority and completes all reports and forms required by current procedures.
 - c. Removes the keys/secure vehicle whenever the patrol car is left unattended for any reason.
 - d. Uses only vehicles assigned by the Captain, Lieutenant, Sergeant or senior police officer on duty
 - e. Operates the radio according to FCC regulations and current Departmental procedures.
 - f. Ensures that the assigned vehicle's gas tank is full before completion of each tour of duty.
- 8. Keeps radio equipment in operation at all times and remains thoroughly familiar with Departmental policy concerning its use.
 - 9. Takes measures to direct the flow of traffic during periods of congestion.
 - 10. Notifies the sergeant or senior officer on duty if more than a temporary absence from regular duties is required.

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4.8.4 Specific duties and responsibilities: Traffic Patrol.

- 1. Directs and expedites the flow of traffic at assigned intersections, preventing accidents, protecting pedestrians, and ensuring the free flow of traffic.
- 2. Enforces the parking ordinances and motor vehicle laws in the patrol areas
- 3. Alert to traffic safety conditions which may endanger or inconvenience the public and reports such conditions to the sergeant.
- 4. Responds immediately when called from a traffic post to render emergency police service. Notifies the sergeant at the earliest possible opportunity.

5. Wears the prescribed traffic safety clothing and equipment.

4.8.5 Knowledge, Skills and Abilities:

Knowledge of the laws of the federal government, the State of New Jersey, and all ordinances of the Borough of Oceanport which may be related to the intelligent performance of police duties. Understanding of relevant laws of search and seizure; ability to deal effectively with juveniles and adults; maintenance of police equipment; use of handcuffs, O.C. spray and side handle baton; possession of physical ability and endurance; ability to establish effective working relationships with juveniles, parents, school officials, fellow workers and the public; physically fit and is capable of successfully performing all of the essential functions required for the position of Special Officer Class I.

4.9 Duties of Records Clerk.

4.9.1 Summary

The Records Clerk shall be responsible for the accurate maintenance, filing and retrieval of all criminal, accident and other incident reports and records resulting from or relating to the operations of the Police Department and shall perform such other duties as may be assigned from time to time by the Chief of Police, Captain and/or Lieutenant.

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4.9.2 General duties and Responsibilities:

1. Collect, Maintain, and disseminate case files and reports within the Police Department.
2. Prepare, organize, and answer to requests for discovery, and other reports.
3. Work with the courts and Officers to ensure proper paperwork is available for court case presentation.
4. Prepare monthly incident/status reports for the Chief of Police.
5. Notify Officers of subjects requesting police assistance when arriving at Headquarters.

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6. Disseminate requests made under the Open Public Records Act and provide responses to the appropriate requester.

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7. Preparing completed firearms applications related to all types that fall within the scope of New Jersey Firearms laws.

8. Any and all other functions as related to the efficient and organized operations within the Records Bureau.

4.9.3

Although members of the Police Department, Dispatchers and Records Clerks are also included in the scope of the Borough of Oceanport's Personnel Policy Chapter 13, all rules and regulations which do not conflict with the above cited ordinance ???(what ordinance is cited above)???will apply to the records clerk as well.

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5.0 Rules of Conduct

5.1 General Conduct

5.1.1 Performance of duty. All employees shall promptly perform their duties as required or directed by law, Department rule, policy, directive, guideline, or by lawful order of a superior officer.

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5.1.2 Action off duty. While off duty, police officers shall take appropriate action as needed in any police matter that comes to their attention within their jurisdiction as authorized by New Jersey law and Department policy.

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5.1.3 Obedience to laws and rules. Employees shall report any information concerning suspected criminal activity of others.

5.1.4 Withholding Information. Employees shall report any information concerning suspected criminal activity of others.

5.1.5 Reporting violations of law or rules. Employees knowing of other employees violating laws, ordinances, or rules of the Department, shall report same in writing to the Chief of Police, Captain or Lieutenant through official channels. If the employee believes the information is of such gravity that it must be brought to the immediate, personal attention of the Chief of Police, Captain or Lieutenant through official channels may be bypassed.

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5.1.6 Insubordination. Employees shall not:

- a. Fail or refuse to obey a lawful order given by a supervisor;
- b. Use any disrespectful or abusive language or action toward a supervisor.

- 5.1.7 Conduct toward Other Department Employees. Employees shall treat other Department employees with respect. They shall be courteous and civil at all times in their relationships with one another. When on duty and in the presence of the public, officers should be referred to by rank.
- 5.1.8 Compromising Criminal Cases. Employees shall not interfere with the proper administration of criminal justice.
- 5.1.9 Recommending attorney and bail bond brokers prohibited. Employees shall not suggest, recommend, or advise the retention of any attorney or bail bond broker to any person as a result of police business.
- 5.1.10 Use of force. Employees shall follow the Monmouth County Prosecutors Office, and Department policies and procedures on the use of force.
- 5.1.11 Physical fitness. Police officers shall maintain good physical condition so that they can handle the strenuous physical activities often required of a law enforcement officer.
- 5.1.12 Driver's license. Employees operating Department motor vehicles shall possess a valid New Jersey driver's license. Whenever a driver's license is revoked, suspended, or lost, the employee shall immediately notify the appropriate Supervisor giving full particulars.
- 5.1.13 Address and telephone numbers. Employees are required to have a telephone in the place where they reside. Changes in address or telephone number shall be reported in writing to the appropriate supervisor within 24 hours of the change.
- 5.2 Orders
 - 5.2.1 Issuing orders
 - a. Manner of issuing orders. Orders from a supervisor to a subordinate shall be in clear and understandable language.

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- b. Unlawful orders. No supervisor shall knowingly issue any order which is in violation of any law or ordinance.
- c. Improper orders. No supervisor shall knowingly issue any order which is in violation of any Department rule, policy, or procedure.

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5.2.2 Receiving orders

- a. Questions regarding orders. Employees in doubt as to the nature or detail of an order shall seek clarification from their supervisors by going through the chain of command.
- b. Obedience to unlawful orders. Employees are not required to obey any order which is contrary to any law or ordinance. Responsibility for refusal to obey rests with the employee, who will be required to justify the refusal to obey.
- c. Obedience to improper orders. Employees who are given any order which is contrary to Department rule, policy, or procedure must first obey the order to the best of their ability and then report the improper order as provided.
- d. Conflicting orders. Upon receipt of an order conflicting with any previous order, the employee affected will advise the person issuing the second order of this fact. Responsibility for countermanding the original order rests with the individual issuing the second order. If so directed, the latter order shall be obeyed first. Orders will be countermanded, or conflicting orders will be issued only when reasonably necessary for the good of the Department.
- e. Reports of unlawful or improper orders. An employee receiving an unlawful or improper order shall, at first opportunity, report in writing to the next highest ranking supervisor above the supervisor who issued the unlawful or improper order. Action regarding such a report shall be conducted by the Chief of Police
- f. Criticism of official acts or orders. Employees shall not criticize the actions or orders of any Department employee in a manner which is defamatory, obscene, or which tends to impair the efficient operation of the Department.

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5.3 Police Records and Information

- 5.3.1 Release of information. Employees shall not release any information, nor reveal any confidential business of the Department to the public or the press except as provided in Department policy and guideline.
- 5.3.2 Department records. Contents of any record or report filed within the Department shall not be exhibited or divulged to any person other than a duly authorized police officer, except with the approval of the appropriate supervisor, or under due process of law, or as permitted under Department policy and guidelines.
- 5.3.3 Reports. No employee shall knowingly falsify any official report or enter or cause to be entered any inaccurate, false, or improper information on records of the Department.
- 5.4 Gifts, rewards, etc.
- 5.4.1 Soliciting or accepting benefits. Employees shall not directly or indirectly solicit, accept or agree to accept any benefit not allowed by law to influence the performance of their official duties.
- 5.4.2 Rewards. Employees shall not accept any gift, gratuity, or reward in money or other compensation for services rendered in the line of duty, except that which may be authorized by law and Department policy.
- 5.4.3 Disposition of unauthorized gifts, gratuities. Any unauthorized gift, gratuity, loan, fee, reward, or other object coming into the possession of any employee shall be forwarded to the Chief of Police together with a special unnumbered report explaining the circumstances. A desk log entry shall also be made, noting the item received.
- 5.5 Alcoholic beverages and drugs
- 5.5.1 Consuming alcoholic beverages before duty. Employees shall not consume alcoholic beverages within eight hours prior to reporting for duty.
- 5.5.2 Being under the influence. Employees shall not report for duty under the influence of any alcoholic beverage.
- 5.5.3 Consuming alcoholic beverages on duty. Employees of the Department shall not consume any alcoholic beverage while on duty.

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- 5.5.4 Exception. Employees while assigned to duty in civilian clothes may consume alcoholic beverages only if such consumption:
- is absolutely necessary in the performance of duty, and
 - has been approved by the appropriate supervisor, and
 - does not render the employee unfit for proper and efficient performance of duty.
- 5.5.5 Consuming alcoholic beverages off duty in uniform. Employees shall not consume alcoholic beverages while off duty and in uniform or any recognizable component of the uniform.
- 5.5.6 Alcoholic beverages in police headquarters. Alcoholic beverages shall not, at any time, be consumed in police buildings or facilities.
- 5.5.7 Supervisors' responsibility. Supervisors shall not assign to duty or allow to remain on duty, any employee whose fitness for duty is questionable due to the use of alcohol or medication.
- 5.5.8 Possession of alcoholic beverages. Employees shall not have alcoholic beverages on their person while on duty or in uniform, nor in any police Department building or vehicle, except for evidential or other authorized purpose.
- 5.5.9 Entering licensed premises. Employees in uniform shall not enter any licensed premises where alcoholic beverages are sold or stored, except in the performance of duty and in compliance with Department policy. Employees may enter a licensed establishment for the purpose of picking up a purchased meal, provided that the meal is removed from the premises and consumed at an appropriate other location.
- 5.5.10 Taking medication on duty. Employees of the Department shall not take any medication which may diminish their alertness or impair their senses prior to or after reporting for duty unless directed by a physician.
- 5.5.11 Notification about medication. When employees are required to take any prescription medication or any non-prescription medication which may diminish their alertness or impair their senses, the employee shall notify their supervisor as to the medication required, its properties, the dosage and the period during which the employee is required to take the medication.

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This notification shall be by the prescribing physician. If the medication is a non-prescription drug the employee shall make this notification. The required notification shall be made prior to the employee reporting for duty. This information so provided shall be confidential.

5.6 Drug Testing

5.6.1 The Oceanport Police Department shall ensure that its members are free from illegal drug use. The critical mission of law enforcement justifies the maintenance of a drug-free work environment through the use of a drug-testing program. It is the goal of these rules and regulations to prevent the hiring of those engaged in illegal drug use, deter illegal drug use by law enforcement officers, and to identify and remove those officers engaged in the illegal use of drugs.

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5.6.2 Procedure:

a. Trainees will be required to submit to one or more urine specimens for testing while they attend a mandatory basic training course. All drug testing conducted during mandatory basic training will comply with the Rules and Regulations established by the Police Training Commission.

b. Individual trainees shall be required to submit a urine specimen for testing when there exists reasonable suspicion to believe that the trainee is illegally using drugs. A trainee shall be ordered to submit to a drug test based on reasonable suspicion only with the approval of the County Prosecutor, Chief of Police, or the Academy Director.

c. Urine specimens shall be ordered from a sworn Law Enforcement Officer or Class II Special Law Enforcement Officers when there exists reasonable suspicion to believe that the officer or employee is illegally using drugs. Urine specimens shall not be ordered without the approval of the County Prosecutor or the Chief of Police.

d. Urine specimens may be ordered from sworn Law Enforcement Officers or Class II Special Law Enforcement Officers who have been randomly selected to submit to a drug test. Random selection is defined as a method of selection in which each and every member of the Department, regardless of rank or assignment, has an equal

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chance to be selected each and every time a selection is conducted.

5.6.3 Notification of Drug Testing Procedures.

A. Trainees: Drug testing of trainees will be governed by the Police Academy the trainee is attending. Positive results on the drug test will result in:

- (1) The trainee's termination from employment;
- (2) Inclusion of the name in the Central Drug Registry maintained by the Division of State Police;
- (3) The trainee being permanently barred from future law Enforcement in New Jersey.

B. Sworn Police officers/Class II special Officers Reasonable Suspicion Testing:

- (1). Individual Police officers and Class II Special Law Enforcement officers are required to submit to a drug test when there is reasonable suspicion to believe that the officer/employee is illegally using drugs.
- (2). Before an officer or employee is ordered to submit to a drug test, a written report shall be prepared which documents the basis for the reasonable suspicion. The report shall be reviewed by the County Prosecutor and/or the Chief of Police before a reasonable suspicion test may be ordered.
- (3). A negative test result is a condition of employment and a positive result will result in termination from employment. A positive result for a sworn officer will result in:
 - (a) Termination of employment;
 - (b) Inclusion of the officer's name in the Central Drug Registry by the Division of State Police;
 - (c) Being permanently barred from future Law Enforcement employment in New Jersey.

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Any officer or employee who refuses to submit to a drug test based on reasonable suspicion after being lawfully ordered to do so shall be subject to the same penalties as those who test positive for the illegal use of drugs.

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D. Sworn Law Enforcement Officers/Class II Special Law Enforcement Officers: Random Drug Testing.

1. All sworn officers and Class II officers of the Oceanport Police Department, regardless of rank or assignment, are eligible for random drug testing.

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2. Random drug testing shall be conducted semi-annually. The dates of the selections shall be determined by the Chief of Police. Each selection shall result in testing of one (1) officer(s).

3. The Oceanport Police Department shall use a computer program which randomly selects social security numbers from its database.

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4. All employees will have an equal chance to be selected for testing each and every time a selection takes place.

5. Members of the Employees Collective Bargaining Unit shall be permitted to witness the selection process.

6. Any member who discloses the identity of an officer selected for random testing or the fact that a random selection is scheduled to take place prior to the collection of urine specimens shall be subject to disciplinary action.

7. Officers selected who are on Sick leave, Vacation, or other authorized leave will appear as soon as they return from approved leave.

8. Any officer, who refuses to submit to a drug test when randomly selected, is subject to the same penalties as those who test positive for illegal use of drugs. An officer who resigns or retires after receiving a lawful order to submit a urine specimen for drug testing and who does not provide the specimen shall be deemed to have refused to submit to the drug test.

5.6.4 Preliminary Requisition Procedures

1. The Internal Affairs Commander (Captain) shall serve as monitor of the specimen acquisition process. In the event the Internal Affairs Commander is selected for testing the Chief of Police shall serve as monitor. When the Chief of Police is selected the Captain shall serve as monitor. The Chief of Police may designate another officer to monitor applicant specimen collection.

2. The monitor shall always be of the same sex as the individual being tested. In the event there is no member of the same sex available from this Department to monitor the specimen collection, a member of the same sex will be requested from another law enforcement agency to serve as monitor of the process.

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3. Prior to specimen submission, all current employees shall complete a medical questionnaire which clearly describes all medications both prescription and over-the-counter which were ingested in the past fourteen (14) days.

5.6.5 Specimen collection:

1. Throughout the test process, the identity of individuals who have submitted specimens shall remain confidential. Individual specimens shall be identified throughout the process by the use of social security numbers. At no time shall an individual's name appear on any form or specimen container sent to the State Toxicology Laboratory.

2. Specimens will be collected utilizing equipment and supplies approved by the State Toxicology Laboratory. Under no circumstances may a specimen be collected and submitted for analysis in a specimen container that has not been approved by the State Toxicology Laboratory.

3. Urine specimens will be acquired and processed in accordance with procedures established by the State Toxicology Laboratory.

4. Individuals will provide the sample without the direct observation of the monitor unless there is reason to believe that the individual will adulterate the specimen or otherwise compromise the integrity of the test process. Under these circumstances, the production of a specimen may be directly observed by the monitor. Reasons for direct observation must be documented.

5. Individuals that initially are unable to produce a urine specimen shall remain under the supervision of the monitor until the monitor is satisfied that the individual cannot produce a sample. While the individual is under supervision, the monitor may allow the individual to drink fluids in an attempt to induce the production of a specimen. If the individual remains unable to produce a specimen after a reasonable amount of time the monitor shall have the individual examined by a Physician contracted by, or approved through the Governing Body, to determine whether the inability to produce a specimen was the result of a medical condition or constituted as a refusal to cooperate with the drug testing process.

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6. Sworn Law Enforcement Officers / Class II Special Law Enforcement Officers shall have the option to provide the monitor with a second urine specimen at the same time the first specimen is collected.

5.6.6 Submission of specimens for Analysis

1. The New Jersey State Toxicology laboratory within the Division of Criminal Justice will constitute the sole facility for the analysis of Law Enforcement drug tests. Law Enforcement agencies are not permitted to use any other facility or laboratory for purposes of analyzing urine specimens.

2. Urine specimens should be submitted to the State Toxicology Laboratory within one (1) working day of their collection. In the event a specimen cannot be submitted to the laboratory within one (1) working day of its collection, the Department shall store the specimen in a controlled access refrigerated storage area until submission to the laboratory.

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3. Submissions of the specimens to the laboratory shall be accomplished by personnel designated by the Chief of Police.

5.6.7 Analysis of Specimens

1. The State Toxicology Laboratory shall utilize test procedures as determined by their Standard Operating Procedures.

2. Following their test procedures, positive test results are reviewed by a Medical Review Officer. Results of the test are compared to the medical questionnaire submitted with the specimen to determine if any substance listed on the questionnaire would explain the test result. The Medical Review Officer may direct the Department to obtain additional information from the individual being tested in the event the questionnaire does not explain the test result indicating that the specimen tested positive.

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3. The State Toxicology Laboratory shall analyze each specimen for the following substances and their metabolites:

- Amphetamine/Meth Amphetamine Barbiturates
- Benzodiazepine
- Cannabinoids
- Cocaine
- Methadone
- Phencyclidine
- Opiates

4. The analysis of each specimen shall be done in accordance with procedures adopted by the State Toxicology Laboratory. These procedures shall include but not be limited to security of the test, specimens, chain of custody, metabolite cut-off levels and the issuance of test reports.

5. The Chief of Police may request that one or more specimens be analyzed for the presence of steroids.

5.6.8 Drug Test Results

1. The State Toxicology Laboratory shall notify the Department of any positive test results from the specimens submitted for analysis. All reports of positive test results shall be in writing and sent to the agency within fifteen (15) working days of the submission. The State Toxicology Laboratory will, upon request, provide the submitting agency with written documentation that one or more specimens submitted tested negative.

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2. The State Toxicology Laboratory shall not report a specimen as having tested positive for a controlled

substance until the specimen has undergone a confirmatory test and the Medical Review Officer has reviewed the results of that test.

3. The Department shall notify the individual of the results of a positive test result as soon as possible after receipt of the report from the State Toxicology Laboratory. Upon request, the individual may receive a copy of the laboratory report.

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4. Under no circumstances may a specimen be resubmitted for testing.

5.6.9 Consequences of a Positive Test Result:

When a trainee tests positive for illegal drug use:

1. The trainee shall be immediately dismissed from Basic Training and suspended from employment.
2. The trainee shall be terminated from the Department upon final disciplinary action.
3. The trainee shall be reported to the Central Drug Registry maintained by the Division of State Police.
4. The trainee shall be permanently barred from Law Enforcement employment in New Jersey.

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When a Sworn Officer / Class II Special Officer tests positive for illegal drug use:

1. The Officer / Class II Special Officer shall be immediately suspended from all duties.
- 2 The Officer / Class II Special Officer shall be terminated upon final disciplinary action.
- 3 The Officer shall be reported to the Central Drug Registry maintained by the Division of State Police.
- 4 The Officer shall be permanently barred from future Law Enforcement employment in New Jersey.

5.6.10 Consequences of Refusal to Submit to a Drug Test.

1. Trainees who refuse to submit to a drug test shall be immediately removed from the academy and, immediately suspended from employment. Upon a finding that the trainee did in fact refuse to submit to a drug test, the trainee shall be terminated and permanently barred from Law Enforcement employment In New Jersey, The trainee's name shall be submitted to the Central Drug Registry.

2. Sworn officers who refuse to submit to a drug test ordered in response to reasonable suspicion or random selection shall be immediately suspended. Upon a finding that the officer did in fact refuse to submit a sample, the officer shall be terminated and permanently barred from Law Enforcement employment In New Jersey. The officer's name shall be forwarded to the Central Drug Registry.

5.6 Duty conduct

- 5.7.1 Reporting for duty. Employees shall report for duty at the time and place specified, properly uniformed and equipped.
- 5.7.2 Absence from duty. An employee who fails to appear for duty at the date, time, and place specified without the consent of competent authority is absent without leave. Supervisors shall immediately report to their supervisor in writing any employee who is absent without leave.
- 5.7.3 Prohibited activity on duty. Employees who are on duty are prohibited from engaging activities which are not directly related to the performance of their duty (e.g., sleeping, conducting private business, or gambling).
- 5.7.4 Smoking while on duty. Employees shall not smoke, chew tobacco or Vape except in authorized areas. Employees shall not smoke, chew tobacco or Vape on duty while in direct contact with the public. Employees shall not smoke, Vape or chew tobacco while in Department vehicles.
- 5.7.5 Personal radios. The use of portable radios and any other form of entertainment other than equipment authorized by the Department is prohibited while on duty. An exception will be allowed for officers standing a Monmouth Park Race Track traffic post,

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provided the volume is kept reasonable. The use of headphones is prohibited. (Remove)

- 5.7.6 Relief. Employees are to remain at their assignments and on duty until properly relieved by other employees or until dismissed by competent authority.
- 5.7.7 Meals. All meals are to be consumed within authorized areas, subject to modification by the supervisor.
- 5.7.8 Training. Employees shall attend training at the direction of the appropriate supervisor. Such attendance is considered a duty assignment, unless the prevailing collective bargaining agreement provides otherwise.
- 5.8 Uniforms, appearance and identification.
 - 5.8.1 Regulation uniform required. All police officers and uniformed civilians shall maintain uniforms prescribed in Department policy and guidelines. Uniforms shall be kept neat, clean and well-pressed at all times.
 - 5.8.2 Manner of dress on duty. Employees shall wear the uniform or civilian clothing on duty as prescribed by Department policy and guidelines for the employee's current assignment.
 - 5.8.3 Wearing jewelry on duty. Police officer on duty shall not wear loose fitting jewelry which may be grasped during a struggle or which can inflict injury or retard the mobility of the officer. This provision shall not prohibit non-uniform officers on duty from wearing jewelry appropriate for the conditions of their current assignment in accordance with Department policy.
 - 5.8.4 Personal appearance. Employees, while on duty, shall be neat and clean in person, with uniform or clothes clean and pressed. This provision shall not prohibit non-uniform officers on duty from dressing appropriately for the conditions of their current assignment in accordance with Department policy.
 - 5.8.5 Wearing or carrying identification. Employees shall wear or carry their Department identification at all times, provided that it is practical under the circumstances.
 - 5.8.6 Identification as police officer. Except when impractical or where the identity is obvious, police officers shall identify themselves by

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displaying the official badge or identification card before taking police action.

5.9 Department equipment and property

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5.9.1 All equipment and uniforms, firearms and ammunition, batons, shields and badges which may be supplied to the members of the Police Department shall be the property of the Borough of Oceanport. All equipment used in the Police Department shall be as prescribed by the Captain or Chief of Police.

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5.9.2 Equipment on duty. Employees shall carry all equipment on duty as prescribed in Department policy and guideline based on their assignment.

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5.9.3 Equipment off duty. Employees shall carry equipment off duty as prescribed in Department policy and guidelines based on their assignment.

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5.9.4 Firearms. Employees shall follow Monmouth County Prosecutor's Office and Department policy and guidelines on the care and handling of firearms.

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5.9.5 Department Property and Equipment. Employees are responsible for the proper care of Department property and equipment assigned to them.

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5.9.6 Use of Department property and equipment. Employees shall not use any Department property or equipment for personal business or pleasure.

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5.9.7 Damaged or Inoperative property or equipment. Employees shall immediately report to their supervisors any loss of or damage to Department property assigned to or used by them. The supervisor shall also be notified of any defects or hazardous conditions existing in any Department equipment or property.

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5.9.8 Care of Department buildings. Employees shall not mark or deface any surface in headquarters. No material shall be affixed to any wall in headquarters without specific authorization from the appropriate supervisor.

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5.9.9 Notices. Employees shall not mark, alter or deface any posted notice of the Department. Notices or announcements shall not be posted on bulletin boards without permission of the appropriate

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supervisor, except those areas designated for use by the collective bargaining units.

- 5.9.10 Use of Department vehicles. Employees shall not use any Department vehicle without the permission of a supervisor. Department vehicles shall never be used for personal business or pleasure except as provided for in Department policy.
- 5.9.11 Operation of Department Vehicles. When operating Department vehicles, employees shall not violate traffic laws except in cases of emergency and then only in conformity with state law and Department policy and procedure regarding same.
- 5.9.12 Transporting citizens. Citizens will be transported in Department vehicles on in conformance with Department policy.
- 5.9.13 Reporting Accidents. Accidents involving Department personnel, property, equipment and vehicles must be reported in accordance with Department policy and guideline.
- 5.9.15 Inspection. Department property and equipment is and remains the property of the Department and is subject to entry and inspection without notice.
- 5.9.16 Liability. If Department property is damaged or lost as a result of misuse or negligence by an employee, that employee will be held liable to reimburse the Department for the damage or loss and is subject to disciplinary action.
- 5.9.17 Surrender of Department property.
- a. Upon separation from the Department. Employees are required to surrender all Department property in their possession upon separation from the service. For failure to return a non-expendable item, the employee will be required to reimburse the Department for then fair market value of the article.
 - b. Under suspension. Any employee under suspension shall immediately surrender their identification, firearm (if applicable), and all other Department property to the appropriate supervisor pending disposition of the case.
- 5.10 Communications, correspondence.
- 5.10.1 Restrictions. Employees shall:

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- a. Not use Department letterheads for private correspondence.
 - b. Only send correspondence out of the Department under the direction of the appropriate supervisor.
- 5.10.2 Forwarding Communications. Any employee who receives a written communication for transmission to another employee shall forward same without delay.
- 5.10.3 Use of Department Address. Employees shall not use the Department as a mailing address for private purposes. The Department address shall not be used for any private vehicle registration or driver license.
- 5.10.4 Telephones. Department telephone equipment may not be used for personal use involving toll charges without the express approval of a supervisor.
- 5.10.5 Radio discipline. Employees operation the police radios shall strictly observe the procedures and restrictions for such operations as set forth in Department policy and procedure and by the Federal Communications Commission.
- 5.10.6 Social Media: Employees shall follow the Department policy on the use and transmission of all social media.
- 5.11 Conduct toward public.
 - 5.11.1 Courtesy. Employees shall be courteous and orderly in their dealing with the public. They shall perform their duties politely, avoiding profane language and shall always remain calm regardless of the provocation.
 - 5.11.3 Request for Identification. Upon request, employees are required to supply their identification in a courteous manner.
 - 5.11.4 Impartiality. Employees shall not exhibit bias or favoritism toward any person because of race, sex, sexual orientation, creed, color, national origin, ancestry, or influence.
 - 5.11.5 Use of Derogatory Terms. Employees shall not use language that is derogatory to anyone because of race, sex, sexual orientation, creed, color, national origin, ancestry, or influence.

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- 5.11.6 Affiliation with Certain Organizations Prohibited. No employee shall knowingly become a member of any organization which advocates the violation of law, or which professes hatred, prejudice, or oppression against any racial or religious group or political entity, except when necessary in the performance of duty and at the direction of the Chief of Police.
- 5.11.7 Representing the Police Department. Employees shall not give public speeches or demonstrations on behalf of the Department, nor shall they endorse any product or service as a representative of the Department, without prior approval from the Chief of Police.
- 5.12 Political Activities.
- 5.12.1 Employees shall not be candidates for or hold office in elective public positions or political organizations within or inclusive of the jurisdiction in which they are employed unless authorized to do so by the Monmouth County Prosecutor.
- 5.12.2 Employees may contribute funds or any other thing of value to candidates for public office subject to the provision of law governing such contributions.
- 5.12.3 Employees shall not engage in any political activity while on duty, or while in uniform, or at any other time if to do so would conflict with their duties or impair their ability to perform their duties.
- 5.12.4 Employees shall not directly or indirectly use or attempt to use their official position to influence the political activity of another person.
- 5.12.5 Employees shall not engage in any polling duties except in the performance of their official duties.
- 5.12.6 Employees shall not display any political material on any government property or on their person while on duty or in uniform.
- 5.13 Judicial appearance and testimony
- 5.13.1 Duty of employees to appear and testify. Employees shall appear and testify on matters directly related to the conduct of their office, position or employment before any court, grand jury, or the State Commission of Investigation.

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5.13.2 Subpoena. Employees must attend court or quasi-judicial hearings as required by a subpoena. Permission to omit this duty must be obtained from the prosecuting attorney handling the case of other competent court officials.

5.13.3 Court Appearance. When appearing in court on Department business, employees shall wear either the Department uniform or appropriate business attire.

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5.13.4 Testifying for the Defendant. Any employee subpoenaed to testify for the defense or against the municipality or Department in any hearing or trial shall notify the appropriate supervisor immediately upon receipt of the subpoena.

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5.13.5 Department Investigations. Employees are required to answer questions, file reports, or render material and relevant statements, in a Departmental investigation which such questions and statements are directly related to job responsibilities. Employees shall be advised of, and permitted to invoke, all applicable constitutional and statutory rights, including consultation with their designated representative.

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5.13.6 Truthfulness. Employees are required to be truthful at all times whether under oath or not.

5.13.7 Civil action, Subpoenas. Employees shall not volunteer to testify in civil actions arising out of Department employment and shall not testify unless subpoenaed. If the subpoena arises out of Department employment or if employees are informed that they are a party to a civil action arising out of Department employment, they shall immediately notify the appropriate supervisor.

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5.13.8 Civil Depositions and Affidavits. Employees shall confer with the appropriate supervisor before giving a deposition of affidavit on a civil case relating to their police employment.

5.13.9 Civil action, Expert witness. Employees shall not volunteer or agree to testify as expert witnesses in civil actions without the prior written approval of the Monmouth County Prosecutor.

5.13.10 Civil Process. Employees shall not serve civil process or assist in civil cases unless such service is approved by the appropriate supervisor.

6.0 Personnel regulations.

6.1 Duty Hours

- 6.1.1 Hours of Duty. Employees shall have regular hours assigned to them for active duty, and when not so employed, they shall be considered off duty. Employees are subject to be recalled to duty as needed.
- 6.1.2 Scheduled Days Off. Employees are entitled to days off pursuant to appropriate collective bargaining agreements and are to be taken according to a schedule arranged by the appropriate supervisor.
- 6.2 Annual Vacation.
 - 6.2.1 All full-time police officers are authorized an annual vacation allowance without loss of pay. For policemen, this vacation allowance or leave will accrue to the individual on calendar-year basis as listed in the employee's collective bargaining agreement.
 - 6.2.2 All periods of vacation must be arranged for in advance in accordance to procedures established by the Chief of Police.
 - 6.2.3 Unused vacation time cannot be accumulated from one year to another. Any unused allowance will be cancelled on January 1 of the following year unless it is established that the individual's duties, injury or illness have prevented him from using his leave in full. In such cases, and upon the recommendation of the Public Safety Committee, the Governing Body may approve the carrying over of such unused vacation allowance into the next calendar year, which must then be taken before June 1 of that year. Anyone allowed to carry vacation time into the next calendar year will not be allowed to take more than three consecutive weeks of vacation at any one time without prior approval of the Governing Body.
 - 6.2.4 Any member of the Police Department whose employment is terminated within six months of his hiring will not be entitled to annual vacation or pay in lieu thereof.
 - 6.2.5 The Chief of Police and/or the Captain will establish and maintain a register of annual vacation allowance earned and taken by all members of the Police Department and shall furnish a copy to the Borough Clerk
- 6.3 Holidays
 - 6.3.1 Holidays will be administered as outlined in the collective bargaining agreement.

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6.4 Sick Leave. Definition: Sick leave is the absence from work of an employee because of illness, injury while off-duty or the employees need to care for a member of the immediate family who is seriously ill.

6.4.1 Employees are entitled to sick days off pursuant to appropriate collective bargaining agreements and Department policy and procedures.

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6.4.2 Abuse of Sick Leave. Employees who take sick leave in violation of Department policy shall be subject to disciplinary action.

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6.4.3 Full time members of the Police Department are entitled to sick leave benefits, which accrue as follows:

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- a. New employees will accrue ½ day per month during the first calendar year of employment
- b. After the first calendar year and through the fifth calendar year, 12 days of sick leave will be accrued each year.
- c. The sixth calendar year, and thereafter, sick leave is accrued at 15 days per year. Unused sick leave can be accumulated from year to year.

6.4.4 Permanent part-time employees are not eligible for sick leave benefits.

6.4.5 The Chief of Police and/or Captain. will maintain a record of all sick leave earned, taken and accrued by all members of the Police Department. A copy will be furnished to the Borough Clerk. All members of the Police Department will be given an annual statement in writing as to the status of his sick leave earned, taken and accrued.

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6.4.6 Disposition of accrued sick leave benefit at retirement, will be administered as outlined in the collective bargaining agreement.

6.5 Excused Absence.

6.5.1 Leave of absence, without pay, may be granted to full time members of the Police Department, at the discretion of the Governing Body.

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6.5.2 Full-time members of the Police Department may be excused on workdays, without loss of pay, at the discretion of the Public Safety Committee. For guidance, excused absence includes, but is not

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limited to, time required for activities that cannot be handled during off-duty hours such as:

1. Deaths or grave illness in the immediate family.
2. Religious observance.
3. When representing the borough in an important event.
4. When required to appear for jury duty

6.5.3 In the event of a death in the employee's immediate family, and upon notification by the employee to the Chief of Police, the employee will be granted a leave of absence with pay not to exceed three days. Additional leave may be granted when necessary with the approval of the Governing Body.

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6.5.4 "Immediate Family" shall include employee's spouse, children, stepchildren, grandchildren, parents, stepparents, grandparents, brothers, sisters, mother-in-law, father-in-law, aunts, uncles, nephews, and nieces.

6.5.5 "Illness in the immediate family" is illness which is serious enough to require the presence at home of the employee. "Immediate family" in this case shall be limited to the employee's spouse or children or other members of the employee's household.

6.5.6 Employees receiving jury duty notification will immediately provide their Department head with a copy of the summons to report. If an employee is released early from jury duty, the employee shall contact the Department head to determine whether the employee's services are required for the remainder of the day.

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6.6 On-the-job injury leave.

6.6.1 When a full time employee shall be injured or disabled resulting from or arising due to his/her employment with the borough, said employee shall be entitled to receive full pay for up to thirty days from the date of injury or disability, less any money received from workman's Compensation. The injured employee shall:

1. Notify the Chief of Police or Supervisor of the injury immediately.
2. Any injury, no matter how minor, will be noted in the report on the incident and a separate report on the injury will be

filed by the officer injured, if possible, or by the other officer on the shift.

3. The Chief of Police will notify the appropriate Borough Representative of the injury and any pertinent information.
4. Notify the appropriate Borough contracted company for notification of the injury and any pertinent information.
5. File for workmen's compensation after the proscribed waiting period
6. Notify his employer of money received from compensation.
7. Submit to the employer, a physician's certificate stating the nature of the injury or disability that prevents the employee from returning to work.

- 6.6.2 If at the end of thirty days, the employee has not returned to work, full pay will continue to be paid to the employee provided that a physician's certificate states that the injury or disability continues to keep the employee from work. The physician should also stated the estimated length of the disability

6.7 Leave of Absence

- 6.7.1 Military leave, Maternity leave and any other absence without pay shall be granted as provided in United States and News Jersey Statutes.

- A. Planned leave without pay for any other reason for periods exceeding two weeks will be extended to full time employees only after an administrative decision has been reached by the Governing Body, after hearing the recommendation of the Public Safety Committee Chairman
- B. All employees covered by this Agreement shall receive paid leave in accordance with N.J.S.A. 38:23-2 and N.J.S.A. 40A:14-177

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6.8 Other Leaves

- 6.8.1 Other Leaves. Employees are entitled to other leave as provided for in collective bargaining agreement, by law and by Department policy and procedure subject to approval of the schedule by the appropriate supervisor.

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6.9 Suspension of Leave. Any vacation leave, scheduled day off, or other leave of absence may be suspended when an emergency which reasonable could not have been foreseen is declared by appropriate Department authority, and which unavoidably requires utilization of additional employees who are not scheduled to work.

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6.10 Secondary Employment.

6.10.1 Secondary employment. Employees may engage in secondary employment consistent with Department policy.

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6.11 Resignation.

6.3.1 Resignation to be in Writing. All resignations of employees must be in writing and bear the signature of the person resigning. Employees shall provide the Chief of Police with no less than two weeks written notice.

7.0 Discipline

7.1 Disciplinary Action

7.1.1 Disciplinary Action. Employees, regardless of rank, shall be subject to disciplinary action, according to the nature or aggravation of the offense, for:

- a. committing an offense/crime punishable under the laws or statutes of the United States, the State of New Jersey, or in any other State, including disorderly and petty disorderly persons offenses, or municipal ordinance;
- b. failure, either willingly or through negligence, or incompetence, to perform the duties of their rank or assignment;
- c. violation of any rule, policy, guideline or directive of the Department; or
- d. Failure to obey any lawful instruction, order, or command of a supervisor.
- e. Excessive force: Complaint regarding the use or threatened use of excessive force against a person.

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- f. Improper arrest: Complaint that the restraint of a person's liberty was improper, unjust, or violated the person's civil rights.
- g. Improper entry: Complaint that entry into a building or onto property was improper or that excessive force was used against property to gain entry.
- h. Improper search: Complaint that the search of a person or property was improper, unjust, violated established agency procedures or violated the person's civil rights.
- i. Differential treatment: Complaint that the taking of police action, the failure to take police action or method of police action was predicated upon irrelevant factors such as race, appearance, age or sex.
- j. Demeanor: Complaint that a Department member's bearing, gestures, language or other actions were inappropriate.
- k. Serious rule infractions: Complaint for conduct such as insubordination, drunkenness on duty, sleeping on duty, neglect of duty, false statements or malingering.
- l. Minor rule infractions: Complaint for conduct such as untidiness, tardiness, faulty driving, or failure to follow procedures.

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7.1.2 Repeated Violations. Repeated violations of the rules of conduct shall be indicative of employees' disregard for their duty and may be cause for dismissal. This shall apply regardless of the type or severity of the offenses.

7.1.3 The Department shall use the disciplinary process of Progressive Discipline to achieve the basic goals of instruction and address inappropriate behavior before minor problems escalate into major problems. At the same time, the subject officer is made aware that repeated violations of the agency's rules will result in this progressive discipline. An internal affairs complaint that has a disposition of exonerated, unfounded or not sustained should not be used to effect progressive discipline.

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A system of progressive discipline shall include the following elements:

1. Oral reprimand or performance notice
2. Written reprimand
3. Monetary fine
4. Suspension without pay
5. Loss of a promotional opportunity
6. Demotion
7. Discharge from employment

7.2 Disciplinary Procedures.

7.2.1 **(In Borough Ordinance)** No member or officer of the Police Department shall be suspended, removed, fined, or reduced in rank for any cause other than for incapacity, misconduct, or disobedience as provided in the New Jersey Statutes and the Police Departments Rules and regulations.

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7.2.2 All complaints or charges against members of the Police Dept. will be handled in accordance with the Department Guidelines for Internal Affairs.

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7.2.3 The Department will utilize the following disciplinary process to achieve the basic goals of instruction and address inappropriate behavior before minor problems escalate into major problems. Employees will be made aware that repeated violations of the Department rules, regulations, policies, orders and guidelines, will result in progressive discipline.

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8.0 Grievance Procedures

8.1 Purpose

8.1.1 Whenever a member of the Police Department has a grievance, he shall notify the Chief of Police, in writing, within 10 calendar days of the event giving rise to the grievance. Failure to act within the 10 calendar days shall be deemed to constitute abandonment of the grievance. The aforementioned ten calendar day limitations may be extended upon presentation to the Chief of a physician's certificate attesting to the incapacity of the aggrieved to file within the prescribed time.

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8.1.2 No Grievance shall be heard or considered unless the procedures set forth have been followed.

8.2 Procedures

- 8.2.1 The aggrieved shall institute action under the provisions hereof within ten calendar days after the event giving rise to the grievance has occurred and earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. The Chief or his designee shall render a decision within ten days after receipt of the grievance.
- 8.2.2 If the grievance is not settled at the first step, the aggrieved may make written request for a second step meeting within ten calendar days after the answer at the first step.
- 8.2.3 The chief or his designee shall set a meeting within ten calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Borough' Public Safety Committee and the Chief with the aggrieved, the P.B.A. Representative and the P.B.A. Attorney, if requested by the aggrieved. The Public Safety Committee's answer to the second step shall be delivered to the aggrieved within ten calendar days after the meeting.
- 8.2.4 If the aggrieved is not satisfied with the handling or result of the grievance on the second level, he may within ten calendar days notify the Governing Body that he wishes to have them rule on the aggrieved matter. A meeting shall be set within thirty days after the Governing Body has received the request that it rule on the matter. At such meeting, the aggrieved may appear with a representative of the P.B.A. and the P.B.A. Attorney, if requested by the aggrieved. The Governing Body's answer to the third step shall be delivered to the aggrieved within seven calendar days after the said meeting.
- 8.2.5 Should the aggrieved be dissatisfied with the decision of the Governing Body, such person may file where appropriate for review.

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