



# BOROUGH OF OCEANPORT

## MAYOR & COUNCIL

AGENDA • NOVEMBER 7, 2024

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

### I. Call to Order & Statement of Compliance with Open Public Meetings Act

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

### II. Flag Salute, Statement to the Public

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

### III. Roll Call

### IV. Public Comment on Action Items

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

### V. Action Items

### VI. Clerk's Report

#### ***Old Business***

1. Resolution re-appointing Special Conflict Counsel for 60 Shore Road Matters

#### ***New Business***

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

13. Resolution authorizing the purchase of outdoor equipment for Trinity Park
14. Resolution awarding contract to Colliers Engineering - Bid & Specs for Solid Waste&Recycling
15. Resolution requesting waiver of 390-17(F) - 47 Algonquin Ave
16. Resolution appointments to Boards & Committees, Shade Tree
17. Resolution approving First Aid Membership - Faigelmeir, Freddi
18. Resolution appointing a Violations Clerk for the Court Office
19. Resolution appointing Milton Zarate to seasonal laborer for the Public Works Dept
20. Resolution authorizing purchase of hose equipment for fire department
21. Ordinance requiring lead-based paint inspections for rental dwelling
22. Fort Monmouth Plan Amendment #21
23. 2024 Best Practices Questions
24. Discussion: Sergeant Vacancy, Councilman Keeshen
25. Discussion: Patrolman Vacancy, Councilman Keeshen
26. Discussion: 60 Shore Road, Mayor Tvrdik

**A. Minutes**

1. Workshop Minutes, October 3, 2024
2. Regular Meeting Minutes, October 17, 2024

**VII. Administrator's Report**

**VIII. Mayor's Report**

**IX. Public Comment**

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

**X. Adjourn to Executive Session**

1. Resolution authorizing an Executive Session, November 7, 2024

**XI. Return from Executive Session**

**XII. Adjournment**

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
APPOINTMENT OF ERIK ANDERSON, ESQ. AS SPECIAL CONFLICT COUNSEL FOR MATTERS  
RELATED TO 60 SHORE ROAD**

**Resolution**

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

**WHEREAS**, the Borough of Oceanport desires to retain the services of **Erik Anderson, Esq. of Reardon Anderson, LLC, 55 Gilbert Street North, Suite 2204, Tinton Falls, NJ 07701** as Borough Special Conflict Counsel for continuing matters related to 60 Shore Road; and

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

**WHEREAS**, the Borough anticipates that the value of the services will not exceed \$17,499.00 and therefore complies with P.L. 2023, c.20; and

**WHEREAS**, funds are available for the stated purpose in the 2024 municipal budget,

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

1. Erik Anderson, Esq. of the firm Reardon Anderson, LLC, be and is hereby re-appointed as Borough Special Conflict Counsel for continuing matters related to 60 Shore Road for CY2024.
2. The contract shall be open-ended pursuant to N.J.A.C. 5:34-5.2 (B) contingent upon the availability of funds in the budget year with funds to be certified and encumbered by individual purchase order for an amount not to exceed \$17,499.00.
3. This appointment is made without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because the service is a recognized profession, licensed and regulated by the State of New Jersey, and bids are not required as per N.J.S.A. 40A:11-1, et seq.

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING PAYMENT OF BILL LIST FOR NOVEMBER 7, 2024**

**Resolution**

**WHEREAS**, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of November 7, 2024.

**BE IT RESOLVED**, by the Mayor and Council that the bills be paid as on the attached bill list for \$5,487,330.78.

**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.

  
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Catherine D. LaPorta, CFO

# **BOROUGH OF OCEANPORT BILL LIST**

**7-Nov-24**

| PAYEE                                       | AMOUNT                |
|---------------------------------------------|-----------------------|
| <b>PAYROLL ACCOUNT</b>                      | \$172,157.41 PR #22   |
| <b>DCRP</b>                                 | \$117.03              |
| <b>MANUAL CHECKS</b>                        |                       |
| <b>GRANT FUND</b>                           | \$605,139.06          |
| <b>CAPITAL</b>                              | \$0.00                |
| <b>DOG REGISTRY TOTAL</b>                   | \$425.00              |
| <b>OPEN SPACE TRUST TOTAL</b>               | \$538,161.96          |
| <b>SUI</b>                                  | \$0.00                |
| <b>UCC TRUST</b>                            | \$7,775.64            |
| <b>TRUST OTHER TOTAL</b>                    | \$100.00              |
| <b>ESCROW TRUST TOTAL</b>                   | \$18,506.25           |
| <b>NON BUDGETARY</b>                        | \$2,421,079.29        |
| <b>2023 VOUCHERS PAID THIS MEETING</b>      | \$0.00                |
| <b>2024 VOUCHERS PAID THIS MEETING</b>      | \$1,723,869.14        |
| <b>TOTAL</b>                                | <b>\$5,487,330.78</b> |
| <b>TO THE MAYOR AND COUNCIL FOR PAYMENT</b> |                       |



## List of Bills - (All Funds)

6.2.b

| Vendor                                       | Description                                       | Payment    | Check Total |
|----------------------------------------------|---------------------------------------------------|------------|-------------|
| <b>Current Fund</b>                          |                                                   |            |             |
| 1760 - ABSOLUTE FIRE PROTECTION COMPANY, INC | PO 17692 E-ONE TYPHOON PUMBER                     | 208,456.00 |             |
|                                              | PO 17692 E-ONE TYPHOON PUMBER                     | 565,185.00 | 773,641.00  |
| 1007 - ACTION UNIFORMS, LLC                  | PO 17772 Crossing Guard Equip                     | 466.00     |             |
|                                              | PO 17854 Uniform Purchase                         | 265.00     | 731.00      |
| 1658 - AMAZON CAPITAL SERVICES, INC          | PO 17426 SUPPLIES FOR COURT                       | 264.35     |             |
|                                              | PO 18057 ADMIN - PRINTER                          | 426.96     |             |
|                                              | PO 18073 Flag spreaders                           | 42.94      |             |
|                                              | PO 18074 FURNITURE - COURT ADMINISTRATOR          | 1,688.95   |             |
|                                              | PO 18185 WORK PANTS AND SHIRTS FOR DPW STAFF      | 967.94     |             |
|                                              | PO 18187 TRUCK OR TREAT                           | 245.50     | 3,636.64    |
| 1658 - AMAZON CAPITAL SERVICES, INC          | PO 18211 COURT SUPPLIES                           | 38.25      |             |
|                                              | PO 18213 ink for printer                          | 44.98      |             |
|                                              | PO 18271 CONFERENCE ROOM FURNITURE                | 209.98     | 293.21      |
| 1016 - AMERICAN UNIFORM & SUPPLY             | PO 18043 Uniform purchase Svenson                 | 356.46     | 356.46      |
| 1023 - ATLANTIC PRINTING&GRAPHICS LLC        | PO 18298 2024 OCEANPORT NEWSLETTER - BULLETIN - 0 | 1,428.00   | 1,428.00    |
| 1024 - ATLANTIC TACTICAL                     | PO 17792 Airsoft Rifles & Protective Gear for Act | 763.80     | 763.80      |
| 2065 - B&H PHOTO-VIDEO                       | PO 17843 DESKTOP COMPUTER                         | 1,296.41   | 1,296.41    |
| 1029 - BEATRIZ C CRANEY                      | PO 17914 INTERPRETING - SEPT 2024                 | 310.00     |             |
|                                              | PO 17974 INTERPRETING - SEPT 2024                 | 140.00     | 450.00      |
| 2045 - BIRDS BEWARE, INC                     | PO 18142 GEESE CONTROL SERVICES FOR BORO PROPERTI | 481.27     | 481.27      |
| 2001 - BOROUGH OF MONMOUTH BEACH             | PO 17137 SHARED SERVICE - FIRE MARSHALL VEHICLE   | 3,000.00   | 3,000.00    |
| 1516 - CANON FINANCIAL SERVICES, INC         | PO 18270 PD COPIER SERVICE - OCT 2024             | 61.13      | 61.13       |
| 1047 - CENTRAL JERSEY HEALTH INSURANC        | PO 18327 HEALTH / DENTAL INSURANCE - NOV 2024     | 84,236.32  | 84,236.32   |
| 2183 - CENTRAL JERSEY MECHANICAL, INC.       | PO 17716 REPAIR WATER CLOSET BBB PARK PAVILION    | 1,993.00   | 1,993.00    |
| 1056 - COAST CITIES EQUIPMENT, INC           | PO 18224 INTERNATIONAL DUMP TRUCK                 | 748.22     |             |
|                                              | PO 18237 REPAIRS 2003 FREIGHTLINER 43728MG        | 238.50     |             |
|                                              | PO 18244 REPAIRS/MAINTENANCE/PARTS- BIG YELLA #13 | 649.13     |             |
|                                              | PO 18260 2018 INTERNATIONAL 3HAWDTAR2JL342773     | 715.99     | 2,351.84    |
| 1065 - COOPER ELECTRIC SUPPLY CO             | PO 17867 REPAIR OF PD GENERATOR                   | 299.98     |             |
|                                              | PO 18264 PREVENTATIVE MAINTENANCE CONTRACT- POLIC | 1,245.18   |             |
|                                              | PO 18266 PREVENTATIVE MAINTENANCE CONTRACT- DPW G | 1,049.60   |             |
|                                              | PO 18308 PREVENTATIVE MAINTENANCE CONTRACT - PORT | 1,180.80   | 3,775.56    |
| 1066 - COUNTY TAX ADMINISTRATOR              | PO 18375 RECORDS ACCESS FEES 2024                 | 888.03     | 888.03      |
| 2102 - DCH FORD OF EATONTOWN                 | PO 18312 #113 1FT7X2BA8PED11779 2023F-250 NEW WH  | 97.58      |             |
|                                              | PO 18313 #115 1FDUF4HN2PDA01625 2023 F 450 MASON  | 100.83     |             |
|                                              | PO 18314 #131 1FDUF4HY8FEA23969 2015 F-450        | 94.68      |             |
|                                              | PO 18319 #131 1FDUF4HY8FEA23969 2015 F-450        | 509.44     |             |
|                                              | PO 18320 #131 1FDUF4HY8FEA23969 2015 F-450        | 412.18     | 1,214.71    |
| 1446 - DIRECT ENERGY BUSINES                 | PO 18197 OLD WHARF - 08/29-09/29/24               | 93.84      | 93.84       |
| 1084 - DYNAMIC TESTING SERVICE LLC           | PO 18176 TESTING - 10/02/24 - 4TH QTR             | 180.00     | 180.00      |
| 2152 - ELAN CITY INC                         | PO 17420 Speed Sign Mobility-Solar                | 3,000.00   | 3,000.00    |
| 1646 - ERIN K SERFASS                        | PO 18077 INSPECTIONS - ADDED ASSESSMENTS 2024     | 4,000.00   | 4,000.00    |
| 1767 - EVERON, LLC (90-0008456)              | PO 18191 FIRE MONITORING - 10/30-11/29/24         | 68.13      | 68.13       |
| 1110 - FMERA                                 | PO 18383 MOU 600 WATER AREA REFUND                | 344,170.16 | 344,170.16  |
| 1852 - FOLEY, INC                            | PO 17212 PURCHASE AND INSTALLATION OF NEW GENERAT | 556.56     | 556.56      |
| 1991 - FRANK SKOVRA JR                       | PO 18349 REIMBURSEMENT - TRAINING                 | 199.00     | 199.00      |
| 1116 - GANNETT NEW YORK/NEW JERSEY LOCALiQ   | PO 18014 Legal Notice - PB                        | 65.80      |             |
|                                              | PO 18300 BID Notice - Trinity Park Improvements   | 116.84     | 182.64      |
| 1122 - GENERAL CODE                          | PO 17313 Code Supplement #9                       | 2,321.00   | 2,321.00    |
| 1126 - GLENCO SUPPLY INC                     | PO 18086 BORO STREET SIGNS AND SUPPLIES           | 41.00      | 41.00       |
| 1941 - GOTO TECHNOLOGIES USA, INC            | PO 18301 MONTHLY SERVICES - 10/21/24-11/20/24     | 199.00     | 199.00      |
| 1506 - GRANICUS, LLC                         | PO 18275 AGENDA & MINUTE SOFTWARE - NOV 2024      | 435.75     | 435.75      |
| 1143 - I.D.M. MEDICAL SUPPLY INC             | PO 18218 FAS OXYGEN - OCT 2024                    | 362.52     | 362.52      |
| 1586 - IMPRINT SHOP, LLC                     | PO 17982 2 X 4" PATCHES OCEANPORT DPW             | 431.50     | 431.50      |
| 1595 - INTERNATIONAL CODE COUNCIL, INC       | PO 17998 INTERNATIONAL CODE BOOK                  | 302.50     | 302.50      |
| 1649 - INTRON TECHNOLOGY, LLC                | PO 17675 IT Equipment                             | 230.00     |             |
|                                              | PO 18118 IT Equipment                             | 890.94     |             |
|                                              | PO 18214 MONTHLY MANAGED PHONE SERVICES - 10/15/2 | 1,482.04   |             |
|                                              | PO 18297 IT MANAGED SERVICES                      | 4,689.00   | 7,291.98    |
| 1685 - JANITOR SUPPLY CORP                   | PO 18133 SUPPLIES FOR BORO FACILITIES             | 199.64     | 199.64      |

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## List of Bills - (All Funds)

6.2.b

| Vendor                                          | Description                                       | Payment    | Check Total  |
|-------------------------------------------------|---------------------------------------------------|------------|--------------|
| 1153 - JERSEY CENTRAL POWER & LIGHT             | PO 18198 200-000-957-015 - 08/29-09/29/24         | 730.44     |              |
|                                                 | PO 18199 200-000-956-009 - 08/30-09/30/24         | 1,202.32   |              |
|                                                 | PO 18348 MAIN & INTERSECTION - NOV 2024           | 38.30      | 1,971.06     |
| 1480 - JOHN GUIRE SUPPLY                        | PO 17907 QUOTE FOR SPRAY LINER LONG BED           | 628.95     | 628.95       |
| 1160 - JPMONZO MUNICIPAL CONSULTING,            | PO 17768 ALL THE FACETS OF FAST                   | 100.00     | 100.00       |
| 1642 - KEITH BRUMMER TREE AND FIREWOOD SERVICES | PO 18134 BLANKET 16868 DRAWDOWN FOR EMERGENCY TR  | 250.00     |              |
|                                                 | PO 18136 EMERGENCY TREE REMOVAL                   | 1,500.00   | 1,750.00     |
| 1918 - KELLE BURROUGH                           | PO 18212 REC SUPPLIES                             | 100.00     | 100.00       |
| 1499 - KEVIN E KENNEDY, ESQ                     | PO 18290 PB Legal                                 | 500.00     | 500.00       |
| 1182 - LAURA McCRAE                             | PO 18201 BULLETIN - JUN 2024 & SEPT 2024          | 288.00     |              |
|                                                 | PO 18202 BULLETIN - OCT 2024 - NOV 2024           | 475.00     | 763.00       |
| 1185 - LAWES COAL CO INC                        | PO 18087 EQUIPMENT- BOBCAT 9999400400140          | 65.90      |              |
|                                                 | PO 18088 SERVICE BOBCAT 999400400140              | 675.85     |              |
|                                                 | PO 18140 PULL CORD ASSEMBLY                       | 137.00     | 878.75       |
| 1814 - LEAF                                     | PO 18276 COPIERS                                  | 223.01     |              |
|                                                 | PO 18346 OEM COPIER                               | 82.32      | 305.33       |
| 1189 - LIFESAVERS, INC                          | PO 18330 Defibrillator for New Vehicle (Unit 14)  | 959.00     | 959.00       |
| 1206 - MICHAEL KELLY                            | PO 18219 Reimbursement for IACP conference        | 500.00     |              |
|                                                 | PO 18307 Reimbursement for purchase of award rego | 194.00     | 694.00       |
| 1578 - MONMOUTH COUNTY FINANCE DEPARTMENT       | PO 18158 Basic Crime Scene Investigations - Svens | 200.00     | 200.00       |
| 1538 - MONMOUTH COUNTY TREASURER                | PO 17853 BULK PICK UP - SEPTEMBER                 | 1,382.85   | 1,382.85     |
| 1222 - MONMOUTH COUNTY TREASURER                | PO 18019 COUNTY LIBRARY TAXES - 4TH QTR 2024      | 60,512.46  |              |
|                                                 | PO 18020 COUNTY TAXES DUE - 4TH QTR 2024          | 943,128.91 |              |
|                                                 | PO 18021 COUNTY OPEN SPACE TAXES - 4TH QTR 2024   | 143,270.62 |              |
|                                                 | PO 18022 COUNTY HEALTH TAXES - 4TH QTR 2024       | 16,776.93  |              |
|                                                 | PO 18339 PILOT PAYMENT 3RD QTR OF 2024            | 4,895.80   | 1,168,584.72 |
| 1236 - MUNICIPAL CLERKS ASSOC OF NJ             | PO 18265 2024-2025 Membership - Jeanne Smith      | 100.00     | 100.00       |
| 1739 - MUNICIPAL EMERGENCY SVCS                 | PO 17376 annual preventative maintenance of batte | 2,018.00   | 2,018.00     |
| 1245 - NJ AMERICAN WATER CO                     | PO 18227 MARIA GATTA PARK - 09/14-10/11/24        | 22.55      |              |
|                                                 | PO 18228 LIBRARY - 09/14-10/11/24                 | 22.55      |              |
|                                                 | PO 18232 OLD WHARF - 09/14-10/11/24               | 66.66      |              |
|                                                 | PO 18233 OLD WHARF #2 - 09/13-10/09/24            | 22.44      |              |
|                                                 | PO 18234 MUNICIPAL COMPLEX #2 - 09/13-10/09/24    | 210.50     |              |
|                                                 | PO 18235 CHARLES PARK - 09/14-10/11/24            | 424.10     |              |
|                                                 | PO 18236 24 PORT AU PECK - 09/14-10/11/24         | 201.17     |              |
|                                                 | PO 18238 OLD WHARF #1 - 09/14-10/11/24            | 1,066.07   | 2,036.04     |
| 1245 - NJ AMERICAN WATER CO                     | PO 18239 BLACKBERRY BAY - 09/14-10/11/24          | 87.26      |              |
|                                                 | PO 18240 PORT AU PECK FIRE HOUSE - 09/14-10/11/24 | 190.88     | 278.14       |
| 1245 - NJ AMERICAN WATER CO                     | PO 18242 FIRE - 09/14-10/11/24                    | 276.20     |              |
|                                                 | PO 18243 MUNICIPAL COMPLEX #1 - 09/13-10/09/24    | 395.06     |              |
|                                                 | PO 18277 HYDRANT SERVICE - 09/26-10/23/24         | 9,834.99   | 10,506.25    |
| 1249 - NJ MOTOR VEHICLE COMMISSION              | PO 18337 MVC'S ONLINE ACCESS PROGRAM 2025         | 150.00     | 150.00       |
| 1251 - NJ NATURAL GAS CO                        | PO 18217 LIBRARY - 09/12-10/15/24                 | 43.36      |              |
|                                                 | PO 18328 21 MAIN STREET - 09/13-10/16/24          | 48.60      |              |
|                                                 | PO 18329 315 E. MAIN - 09/13-10/16/24             | 67.95      |              |
|                                                 | PO 18331 FAS UTILITIES - 09/13-10/16/24           | 75.94      |              |
|                                                 | PO 18333 910 OCEANPORT WAY - 09/18-10/16/24       | 123.94     |              |
|                                                 | PO 18334 930 OCEANPORT WAY - 09/17-10/16/24       | 381.20     |              |
|                                                 | PO 18335 433 MYRTLE - 09/13-10/16/24              | 88.19      |              |
|                                                 | PO 18336 920 OCEANPORT WAY - 09/17-10/16/24       | 42.00      | 871.18       |
| 1261 - OCEANPORT BOARD OF EDUCATION             | PO 18209 NOV 2024 TAX                             | 945,612.08 | 945,612.08   |
| 1543 - OTC BRANDS, INC.                         | PO 17943 Candy for trunk or treat                 | 710.66     | 710.66       |
| 1520 - PASHMAN STEIN WALDER HAYDEN, PC          | PO 18215 GENERAL LEGAL - SEPT 2024                | 3,458.00   |              |
|                                                 | PO 18216 AFFORDABLE HOUSING - SEPT 2024           | 342.00     | 3,800.00     |
| 1282 - POSTMASTER                               | PO 18200 POSTAGE FOR BULLETIN - DEC 2024 / JAN 20 | 700.00     | 700.00       |
| 1284 - POWERHOUSE SIGNWORKS                     | PO 17437 2 NEW "COURT SIGNS ADDING WLB            | 170.00     | 170.00       |
| 1938 - PRIMEPOINT, LLC                          | PO 18220 PAYROLL SERVICES - 09/30, 10/11, & 10/25 | 663.30     | 663.30       |
| 1286 - PRO JANITORIAL SERVICES, LLC             | PO 18190 CLEANING SERVICES - OCT 2024             | 3,000.00   |              |
|                                                 | PO 18362 CLEANING SERVICES - NOV 2024             | 3,000.00   | 6,000.00     |
| 1791 - READY FRESH                              | PO 18358 WATER DELIVERY SERVICE - OCT 2024        | 106.43     | 106.43       |
| 2130 - REARDON ANDERSON, LLC                    | PO 18208 CIVIL LITIGATION                         | 3,115.00   | 3,115.00     |
| 1607 - RUTGERS UNIVERSITY                       | PO 17659 IRRIGATION SYSTEMS: REPAIR & MAINTENANCE | 490.00     | 490.00       |
| 1406 - SAFE-T                                   | PO 17936 TURNOUT GEAR - AMERICAN RESCUE GRANT - D | 13,010.08  | 13,010.08    |

## List of Bills - (All Funds)

6.2.b

| Vendor                                          | Description                                       | Payment    | Check Total |
|-------------------------------------------------|---------------------------------------------------|------------|-------------|
| 1315 - SEABOARD WELDING SUPPLY, INC.            | PO 18141 WELDING SUPPLY- HAND HELD HELMET         | 67.35      |             |
|                                                 | PO 18183 MONTHLY RENTAL CYLINDER OXYGEN, ARGON    | 40.25      | 107.60      |
| 1974 - SERVICE TIRE TRUCK CENTER INC            | PO 17199 3875 rear tires                          | 2,737.45   | 2,737.45    |
| 1320 - SHORE BUSINESS SOLUTIONS, INC            | PO 18149 DPW PRINTER CHARGES                      | 84.60      |             |
|                                                 | PO 18150 DPW PRINTER CHARGES                      | 28.85      | 113.45      |
| 1323 - SHORE REGIONAL HIGH SCHOOL               | PO 18210 NOV 2024 TAX                             | 306,407.49 | 306,407.49  |
| 1325 - SHREWSBURY AUTO PARTS                    | PO 18139 SUPPLIES                                 | 44.47      |             |
|                                                 | PO 18148 FLUIDS FOR VEHICLES                      | 331.77     |             |
|                                                 | PO 18182 FUEL ADDITIVE & OIL                      | 162.24     | 538.48      |
| 1326 - SIPS PAINT & HARDWARE                    | PO 17578 PAINT SUPPLIES- MAYORS OFFICE            | 356.81     |             |
|                                                 | PO 18123 SUPPLIES                                 | 60.96      |             |
|                                                 | PO 18222 SUPPLIES                                 | 111.57     | 529.34      |
| 1348 - THE HOME DEPOT                           | PO 18305 DPW SUPPLIES- TRUNK OR TREAT             | 79.94      | 79.94       |
| 1580 - THE TWO RIVER TIMES                      | PO 18289 Legal Notice - PB                        | 21.39      |             |
|                                                 | PO 18295 LEGAL NOTICES                            | 18.29      |             |
|                                                 | PO 18381 LEGAL NOTICES                            | 17.36      | 57.04       |
| 1447 - TREASURER STATE OF NJ                    | PO 18257 MARRIAGE LICENSE FEES 3RD QTR 2024       | 475.00     | 475.00      |
| 1358 - TREASURER: COUNTY OF MONMOUTH            | PO 18065 SCAT 3RD QTR BILLING - 2024              | 2,015.00   | 2,015.00    |
| 1373 - TWO RIVER WATER RECLAMATION              | PO 18245 BLACKBERRY BAY - 4TH QTR - 2024          | 100.00     |             |
|                                                 | PO 18246 BORO HALL - 4TH QTR 2024                 | 100.00     |             |
|                                                 | PO 18247 OLD WHARF HOUSE - 4TH QTR - 2024         | 100.00     |             |
|                                                 | PO 18248 POLICE - 4TH QTRS - 2024                 | 100.00     |             |
|                                                 | PO 18249 LIBRARY - 4TH - 2024                     | 100.00     |             |
|                                                 | PO 18250 PORT AU PECK FIRE HOUSE - 4TH QTR - 2024 | 100.00     | 600.00      |
| 2061 - UGI ENERGY SERVICES, LLC                 | PO 18354 HOOK & LADDER - 09/13-10/16/24           | 3.69       |             |
|                                                 | PO 18355 FAS UTILITIES - 09/13-10/16/24           | 19.06      |             |
|                                                 | PO 18356 PAP FIRE HOUSE - 09/13-10/16/24          | 25.96      | 48.71       |
| 1380 - US BANK OPERATIONS CENTER                | PO 18078 2023 DEBT SERVICE                        | 94,424.94  |             |
|                                                 | PO 18079 2013B DEBT SERVICE                       | 71,750.00  |             |
|                                                 | PO 18081 2022B DEBT SERVICE                       | 211,224.86 |             |
|                                                 | PO 18082 2021 DEBT SERVICE                        | 257,774.81 |             |
|                                                 | PO 18083 2019 DEBT SERVICE                        | 341,299.90 | 976,474.51  |
| 1382 - US POSTAL SERVICE                        | PO 18278 USPS MARKETING MAIL                      | 350.00     | 350.00      |
| 1387 - VERIZON                                  | PO 18192 LIBRARY PHONE - 10/07-11/06/24           | 264.86     |             |
|                                                 | PO 18229 910 OCEANPORT WAY FIRE MONITORING - 10/1 | 116.54     |             |
|                                                 | PO 18230 910 OCEANPORT WAY INTERNET - 10/13-11/12 | 149.00     |             |
|                                                 | PO 18231 OLD WHARF HOUSE FIRE MONITORING - 10/08- | 116.52     |             |
|                                                 | PO 18377 POLICE FIOS - 10/24-11/23/24             | 325.28     | 972.20      |
| 1388 - VERIZON WIRELESS                         | PO 18357 POLICE WIRELESS - 10/24-11/23/24         | 683.11     | 683.11      |
| 1391 - VIRTUAL FX, LLC                          | PO 18157 Re-Striping Units 3 & 7                  | 1,370.00   |             |
|                                                 | PO 18160 Lettering Unit 4 & 10                    | 1,370.00   | 2,740.00    |
| 1392 - W.B. MASON CO, INC                       | PO 17842 SUPPLIES FOR ADMIN, CLERK, COURT, OEM &  | 885.76     |             |
|                                                 | PO 17996 COURT & CONSTRUCTION SUPPLIES            | 766.46     | 1,652.22    |
| 1396 - WILLIAM RESNYK                           | PO 18365 Uniform Reimbursement Resnyk             | 214.71     | 214.71      |
| 2188 - YANNUZZI GROUP                           | PO 18382 ASBESTOS ABATEMENT 550/551               | 39,502.82  | 39,502.82   |
| <b>DOG TRUST FUND</b>                           |                                                   |            |             |
| 1445 - Monmouth County SPCA                     | PO 18145 ANIMAL CONTROL SERVICES - AUG 2024       | 425.00     | 425.00      |
| <b>OPEN SPACE TRUST</b>                         |                                                   |            |             |
| 1658 - AMAZON CAPITAL SERVICES, INC             | PO 18184 SIGNS FOR TENNIS COURTS/ PARKS           | 64.44      | 64.44       |
| 2045 - BIRDS BEWARE, INC                        | PO 18142 GEESE CONTROL SERVICES FOR BORO PROPERTI | 893.73     | 893.73      |
| 2183 - CENTRAL JERSEY MECHANICAL, INC.          | PO 17384 EMERGENCY REPAIR AT BBB- IRRIGATION/WELL | 10,928.00  | 10,928.00   |
| 1077 - DEW DROP LAWN SPRINKLERS                 | PO 18128 IRRIGATION SERVICES CHARLES PARK         | 325.00     | 325.00      |
| 2059 - HEADS UP IRRIGATION, LLC                 | PO 18253 IRRIGATION SERVICES FOR OLD WHARF PARK   | 125.00     | 125.00      |
| 1153 - JERSEY CENTRAL POWER & LIGHT             | PO 18347 280 PORT AU PECK - NOV 2024              | 1,597.58   |             |
|                                                 | PO 18353 280 PORT AU PECK - OCT 2024              | 1,152.12   | 2,749.70    |
| 1642 - KEITH BRUMMER TREE AND FIREWOOD SERVICES | PO 16649 TREE STUMP GRIND @ BBB POOL AREA         | 250.00     | 250.00      |
| 2087 - MUSCO SPORTS LIGHTING, LLC               | PO 18196 SPORTS LIGHTING - MARIA GATTA PARK       | 426,833.00 | 426,833.00  |
| 1485 - NJ GRAVEL AND SAND CO.                   | PO 18085 MATERIALS FOR PARKS AND FIELDS           | 64.44      |             |
|                                                 | PO 18091 MATERIALS FOR PARKS AND FIELDS           | 232.00     | 296.44      |
| 2003 - POOR JOHN PORTABLE TOILETS               | PO 18269 PORTABLES @ MG PARK 10/1-10/22 2024      | 1,492.00   | 1,492.00    |
| 2253 - ROSARIO CONTRACTING CORPORATION          | PO 18188 DEMOLITION OF POOL AND BATHROOMS - BBB   | 38,000.00  | 38,000.00   |

List of Bills - (All Funds)

6.2.b

| Vendor                               | Description                                       | Payment   | Check Total  |
|--------------------------------------|---------------------------------------------------|-----------|--------------|
| 1326 - SIPS PAINT & HARDWARE         | PO 18223 SUPPLIES                                 | 354.65    | 354.65       |
| 2111 - THE BORJA GROUP               | PO 18373 FACILITY USE MANAGEMENT - RESOLUTION 202 | 7,500.00  | 7,500.00     |
| 1380 - US BANK OPERATIONS CENTER     | PO 18080 2014 OPEN SPACE DEBT SERVICE             | 48,350.00 | 48,350.00    |
| UCC Trust                            |                                                   |           |              |
| 1649 - INTRON TECHNOLOGY, LLC        | PO 17967 Equipment Service                        | 1,219.69  | 1,219.69     |
| 1814 - LEAF                          | PO 18276 COPIERS                                  | 223.00    | 223.00       |
| 1361 - TREASURER: STATE OF NJ        | PO 18324 STATE TRAINING FEE - 3RD QTR 2024        | 6,317.00  | 6,317.00     |
| 1392 - W.B. MASON CO, INC            | PO 17996 COURT & CONSTRUCTION SUPPLIES            | 15.95     | 15.95        |
| OTHER TRUST                          |                                                   |           |              |
| 1284 - POWERHOUSE SIGNWORKS          | PO 17644 Patches for signs/ Signs for sponsors    | 100.00    | 100.00       |
| DEVELOPERS ESCROW TRUST              |                                                   |           |              |
| 1720 - CGP&H                         | PO 18225 HOUSING REHABILITATION SERVICES - 09/30/ | 300.00    |              |
|                                      | PO 18226 ADM AGENT FOR AFFORDABLE HOUSING - SEPT  | 450.00    | 750.00       |
| 1807 - COLLIERS ENGINEERING & DESIGN | PO 18280 Engineering - MPCCII                     | 3,003.75  |              |
|                                      | PO 18282 PB Engineering - Triumphant Life Church  | 277.50    |              |
|                                      | PO 18284 Engineering - Oport Partners LLC - PH II | 268.75    |              |
|                                      | PO 18285 PB Engineering - FMBC                    | 840.00    |              |
|                                      | PO 18286 PB Engineering - Somerset-Pulte Lodging  | 1,766.25  |              |
|                                      | PO 18287 PB Engineering - MARTELLI                | 138.75    |              |
|                                      | PO 18288 PB Engineering - 552 Caren Franzini Way  | 138.75    |              |
|                                      | PO 18293 PB Engineering - Netflix                 | 10,467.50 | 16,901.25    |
| 1499 - KEVIN E KENNEDY, ESQ          | PO 18291 PB Legal - JCP&L                         | 75.00     |              |
|                                      | PO 18294 PB Legal - Netflix                       | 780.00    | 855.00       |
| TOTAL                                |                                                   |           | 5,315,056.34 |

Summary By Account

| ACCOUNT           | DESCRIPTION                    | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT       |
|-------------------|--------------------------------|------------|--------------|---------------|--------------|
| 01-101-01-000-011 | CASH OPERATING                 |            |              | 0.00          | 4,144,948.43 |
| 01-192-09-000-008 | SEN CIT HOUSING IN LIEU OF TAX |            |              | 4,895.80      |              |
| 01-201-20-100-200 | ADMINISTRATIVE & EXECUTIVE OE  | 3,526.92   |              |               |              |
| 01-201-20-120-200 | MUNICIPAL CLERK OE             | 12,018.42  |              |               |              |
| 01-201-20-130-200 | FINANCIAL ADMINISTRATION OE    | 2,609.12   |              |               |              |
| 01-201-20-145-200 | COLLECTION OF TAXES OE         | 50.00      |              |               |              |
| 01-201-20-150-200 | ASSESSMENT OF TAXES OE         | 4,888.03   |              |               |              |
| 01-201-20-155-200 | LEGAL SERVICES OE              | 6,915.00   |              |               |              |
| 01-201-21-180-200 | PLANNING BOARD OE              | 500.00     |              |               |              |
| 01-201-23-210-202 | HEALTH                         | 79,457.38  |              |               |              |
| 01-201-23-210-203 | DENTAL                         | 4,778.94   |              |               |              |
| 01-201-25-240-200 | POLICE OE                      | 10,677.82  |              |               |              |
| 01-201-25-252-200 | EMERGENCY MANAGEMENT OE        | 1,396.69   |              |               |              |
| 01-201-25-255-200 | FIRE HYDRANT SERVICE OE        | 9,834.99   |              |               |              |
| 01-201-25-260-200 | FIRST AID ORGANIZATION OE      | 457.52     |              |               |              |
| 01-201-25-265-200 | FIRE DEPARTMENT OE             | 162.24     |              |               |              |
| 01-201-25-265-209 | REPAIRS & MAINTENANCE          | 4,755.45   |              |               |              |
| 01-201-25-265-400 | FIRE BUREAU OE                 | 3,548.00   |              |               |              |
| 01-201-26-300-200 | STREETS & ROADS OTHER EXPENSES | 682.82     |              |               |              |
| 01-201-26-300-271 | REPAIRS                        | 4,736.21   |              |               |              |
| 01-201-26-300-273 | SUPPLIES                       | 1,264.48   |              |               |              |
| 01-201-26-300-281 | UNIFORM                        | 1,399.44   |              |               |              |
| 01-201-26-310-200 | PUBLIC BUILDINGS & GROUNDS OE  | 10,390.80  |              |               |              |
| 01-201-26-310-252 | REPAIRS & EQUIPMENT            | 6,630.60   |              |               |              |
| 01-201-28-371-200 | PARKS AND PLAYGROUNDS OE       | 855.64     |              |               |              |
| 01-201-31-430-201 | ELECTRICITY                    | 1,449.56   |              |               |              |
| 01-201-31-430-203 | TELEPHONE/INTERNET             | 2,454.24   |              |               |              |
| 01-201-31-430-204 | WATER/SEWER                    | 3,585.44   |              |               |              |
| 01-201-31-430-205 | NATURAL GAS                    | 824.89     |              |               |              |

| ACCOUNT           | DESCRIPTION                            | CURRENT YR          | APPROP. YEAR | NON-BUDGETARY       | CREDIT              |
|-------------------|----------------------------------------|---------------------|--------------|---------------------|---------------------|
| 01-201-31-430-207 | STREET LIGHTING                        | 615.34              |              |                     |                     |
| 01-201-31-465-200 | SANITATION DUMPING FEES                | 1,382.85            |              |                     |                     |
| 01-201-43-490-200 | MUNICIPAL COURT OE                     | 2,035.80            |              |                     |                     |
| 01-201-44-900-907 | FIRE TRUCK                             | 565,185.00          |              |                     |                     |
| 01-201-45-920-200 | DEBT SERVICE OE                        | 974,799.51          |              |                     |                     |
| 01-206-55-000-046 | REGIONAL SCHOOL TAX                    |                     |              | 306,407.49          |                     |
| 01-207-55-000-045 | LOCAL SCHOOL TAX                       |                     |              | 945,612.08          |                     |
| 01-208-55-000-039 | COUNTY TAX PAYABLE                     |                     |              | 943,128.91          |                     |
| 01-208-55-000-041 | COUNTY OPEN SPACE TAX                  |                     |              | 143,270.62          |                     |
| 01-208-55-000-042 | COUNTY HEALTH TAX                      |                     |              | 16,776.93           |                     |
| 01-208-55-000-043 | COUNTY LIBRARY TAX                     |                     |              | 60,512.46           |                     |
| 01-218-55-000-028 | DUE STATE-MARRIAGE LICENSES            |                     |              | 475.00              |                     |
| <b>TOTALS FOR</b> | <b>Current Fund</b>                    | <b>1,723,869.14</b> | <b>0.00</b>  | <b>2,421,079.29</b> | <b>4,144,948.43</b> |
| 02-160-05-000-001 | DUE TO/FROM CURRENT FUND               |                     |              | 0.00                | 605,139.06          |
| 02-213-40-700-011 | AMERICAN RESCUE PLAN FIREFIGHTER GRANT |                     |              | 13,010.08           |                     |
| 02-213-40-700-064 | AMERICAN RESCUE PLAN FUNDS             |                     |              | 208,456.00          |                     |
| 02-213-40-700-069 | FMERA MOU-550 & 551                    |                     |              | 39,502.82           |                     |
| 02-213-40-700-070 | FMERA MOU-600 AREA WATER               |                     |              | 344,170.16          |                     |
| <b>TOTALS FOR</b> | <b>FEDERAL AND STATE GRANTS</b>        | <b>0.00</b>         | <b>0.00</b>  | <b>605,139.06</b>   | <b>605,139.06</b>   |
| 05-101-00-100-011 | CASH - TD                              |                     |              | 0.00                | 425.00              |
| 05-270-00-500-020 | RESERVE FOR EXPENDITURES               |                     |              | 425.00              |                     |
| <b>TOTALS FOR</b> | <b>DOG TRUST FUND</b>                  | <b>0.00</b>         | <b>0.00</b>  | <b>425.00</b>       | <b>425.00</b>       |
| 06-101-01-100-011 | OPEN SPACE CASH - TD                   |                     |              | 0.00                | 538,161.96          |
| 06-270-00-500-020 | RESERVE FOR OPEN SPACE                 |                     |              | 538,161.96          |                     |
| <b>TOTALS FOR</b> | <b>OPEN SPACE TRUST</b>                | <b>0.00</b>         | <b>0.00</b>  | <b>538,161.96</b>   | <b>538,161.96</b>   |
| 18-101-01-100-101 | CASH UCC TRUST                         |                     |              | 0.00                | 7,775.64            |
| 18-270-55-600     | RESERVE FOR UCC TRUST                  |                     |              | 7,775.64            |                     |
| <b>TOTALS FOR</b> | <b>UCC Trust</b>                       | <b>0.00</b>         | <b>0.00</b>  | <b>7,775.64</b>     | <b>7,775.64</b>     |
| 60-101-01-100-101 | CASH-OTHER TRUST - TD                  |                     |              | 0.00                | 100.00              |
| 60-270-55-600-115 | RES.FOR SUMMERS END                    |                     |              | 100.00              |                     |
| <b>TOTALS FOR</b> | <b>OTHER TRUST</b>                     | <b>0.00</b>         | <b>0.00</b>  | <b>100.00</b>       | <b>100.00</b>       |
| 61-101-01-100-101 | CASH-DEV.ESCROW/TD                     |                     |              | 0.00                | 18,506.25           |
| 61-270-55-600-205 | RES.FOR DEV.ESCROW                     |                     |              | 18,506.25           |                     |
| <b>TOTALS FOR</b> | <b>DEVELOPERS ESCROW TRUST</b>         | <b>0.00</b>         | <b>0.00</b>  | <b>18,506.25</b>    | <b>18,506.25</b>    |

|                                                        |              |
|--------------------------------------------------------|--------------|
| Total to be paid from Fund 01 Current Fund             | 4,144,948.43 |
| Total to be paid from Fund 02 FEDERAL AND STATE GRANTS | 605,139.06   |
| Total to be paid from Fund 05 DOG TRUST FUND           | 425.00       |
| Total to be paid from Fund 06 OPEN SPACE TRUST         | 538,161.96   |
| Total to be paid from Fund 18 UCC Trust                | 7,775.64     |
| Total to be paid from Fund 60 OTHER TRUST              | 100.00       |
| Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST  | 18,506.25    |
|                                                        | -----        |
|                                                        | 5,315,056.34 |

6.2.b

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

From 10/01/2024 to 11/30/2024 With a Line Amount > 10000.00

| DATE       | ENTRY # | PO# | CHECK # | ACCOUNT           | VENDOR/EXPLANATION                    | DEBIT      | CREDIT     | ACCOUNT           |
|------------|---------|-----|---------|-------------------|---------------------------------------|------------|------------|-------------------|
| 10/23/2024 | 17692   |     |         | 01-201-44-900-907 | PUMBER PUCHASE                        | 565,185.00 |            |                   |
| 10/23/2024 |         |     |         |                   | ABSOLUTE FIRE PROTECTION COMPANY, INC |            | 565,185.00 | 01-101-01-000-011 |
| 10/23/2024 |         |     |         | 02-213-40-700-064 | PUMPER PURCHASE                       | 208,456.00 |            |                   |
| 10/23/2024 |         |     |         |                   | ABSOLUTE FIRE PROTECTION COMPANY, INC |            | 208,456.00 | 02-160-05-000-001 |
| 10/23/2024 | 18022   |     |         | 01-208-55-000-042 | COUNTY HEALTH TAXES 4TH QTR           | 16,776.93  |            |                   |
| 10/23/2024 |         |     |         |                   | MONMOUTH COUNTY TREASURER             |            | 16,776.93  | 01-101-01-000-011 |
| 10/23/2024 | 18021   |     |         | 01-208-55-000-041 | COUNTY OPEN SPACE TAXES - 4TH QTR     | 143,270.62 |            |                   |
| 10/23/2024 |         |     |         |                   | MONMOUTH COUNTY TREASURER             |            | 143,270.62 | 01-101-01-000-011 |
| 10/23/2024 | 18020   |     |         | 01-208-55-000-039 | COUNTY TAXES DUE - 4TH QTR            | 943,128.91 |            |                   |
| 10/23/2024 |         |     |         |                   | MONMOUTH COUNTY TREASURER             |            | 943,128.91 | 01-101-01-000-011 |
| 10/23/2024 | 18019   |     |         | 01-208-55-000-043 | COUNTY LIBRARY TAXES - 4TH QTR        | 60,512.46  |            |                   |
| 10/23/2024 |         |     |         |                   | MONMOUTH COUNTY TREASURER             |            | 60,512.46  | 01-101-01-000-011 |
| 10/23/2024 | 18083   |     |         | 01-201-45-920-211 | PRINCIPAL                             | 285,000.00 |            |                   |
| 10/23/2024 |         |     |         | 01-201-45-930-213 | INTEREST                              | 56,000.00  |            |                   |
| 10/23/2024 |         |     |         | 01-201-20-130-206 | TRUSTEE FEES                          | 300.00     |            |                   |
| 10/23/2024 |         |     |         | 01-201-45-930-213 | LESS CURRENT AVAILABLE BALANCE        | -0.10      |            |                   |
| 10/23/2024 |         |     |         |                   | US BANK OPERATIONS CENTER             |            | 341,299.90 | 01-101-01-000-011 |
| 10/23/2024 | 18081   |     |         | 01-201-45-920-211 | PRINCIPAL                             | 130,000.00 |            |                   |
| 10/23/2024 |         |     |         | 01-201-45-930-213 | INTEREST                              | 80,875.00  |            |                   |
| 10/23/2024 |         |     |         | 01-201-20-130-206 | TRUSTEE FEES                          | 350.00     |            |                   |
| 10/23/2024 |         |     |         | 01-201-45-930-213 | LESS CURRENT AVAILABLE BALANCE        | -0.14      |            |                   |
| 10/23/2024 |         |     |         |                   | US BANK OPERATIONS CENTER             |            | 211,224.86 | 01-101-01-000-011 |
| 10/23/2024 | 18080   |     |         | 06-270-00-500-022 | OPEN SPACE PRINCIPAL                  | 40,000.00  |            |                   |
| 10/23/2024 |         |     |         | 06-270-00-500-022 | OPEN SPACE INTEREST                   | 8,000.00   |            |                   |
| 10/23/2024 |         |     |         | 06-270-00-500-022 | TRUSTEE FEES                          | 350.00     |            |                   |
| 10/23/2024 |         |     |         |                   | US BANK OPERATIONS CENTER             |            | 48,350.00  | 06-101-01-100-011 |
| 10/23/2024 | 18079   |     |         | 01-201-45-920-211 | PRINCIPAL                             | 70,000.00  |            |                   |

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

6.2.c

From 10/01/2024 to 11/30/2024    With a Line Amount > 10000.00

| DATE       | ENTRY # | PO# | CHECK # | ACCOUNT           | VENDOR/EXPLANATION                   | DEBIT      | CREDIT     | ACCOUNT           |
|------------|---------|-----|---------|-------------------|--------------------------------------|------------|------------|-------------------|
| 10/23/2024 |         |     |         | 01-201-45-930-213 | INTEREST                             | 1,750.00   |            |                   |
| 10/23/2024 |         |     |         |                   | US BANK OPERATIONS CENTER            |            | 71,750.00  | 01-101-01-000-011 |
| 10/23/2024 | 18078   |     |         | 01-201-45-920-211 | PRINCIPAL                            | 55,000.00  |            |                   |
| 10/23/2024 |         |     |         | 01-201-45-930-213 | INTEREST                             | 38,875.00  |            |                   |
| 10/23/2024 |         |     |         | 01-201-20-130-206 | TRUSTEE FEES                         | 550.00     |            |                   |
| 10/23/2024 |         |     |         | 01-201-45-930-213 | LESS CURRENT AVAILABLE BALANCE       | -0.06      |            |                   |
| 10/23/2024 |         |     |         |                   | US BANK OPERATIONS CENTER            |            | 94,424.94  | 01-101-01-000-011 |
| 10/23/2024 | 18082   |     |         | 01-201-45-920-211 | PRINCIPAL                            | 150,000.00 |            |                   |
| 10/23/2024 |         |     |         | 01-201-45-930-213 | INTEREST                             | 107,300.00 |            |                   |
| 10/23/2024 |         |     |         | 01-201-20-130-206 | TRUSTEE FEES                         | 475.00     |            |                   |
| 10/23/2024 |         |     |         | 01-201-45-930-213 | LESS CURRENT AVAILABLE BALANCE       | -0.19      |            |                   |
| 10/23/2024 |         |     |         |                   | US BANK OPERATIONS CENTER            |            | 257,774.81 | 01-101-01-000-011 |
| 10/24/2024 | 17936   |     |         | 02-213-40-700-011 | TURNOUT GEAR                         | 4,885.70   |            |                   |
| 10/24/2024 |         |     |         | 02-213-40-700-011 |                                      | 8,124.38   |            |                   |
| 10/24/2024 |         |     |         |                   | SAFE- T                              |            | 13,010.08  | 02-160-05-000-001 |
| 10/29/2024 | 18196   |     |         | 06-270-00-500-024 | SPORTS LIGHTING                      | 426,833.00 |            |                   |
| 10/29/2024 |         |     |         |                   | MUSCO SPORTS LIGHTING, LLC           |            | 426,833.00 | 06-101-01-100-011 |
| 10/29/2024 | 18209   |     |         | 01-207-55-000-045 | NOV TAX REMITTANCE                   | 945,612.08 |            |                   |
| 10/29/2024 |         |     |         |                   | OCEANPORT BOARD OF EDUCATION         |            | 945,612.08 | 01-101-01-000-011 |
| 10/29/2024 | 18210   |     |         | 01-206-55-000-046 | NOV 2024 TAX REMITTANCE              | 306,407.49 |            |                   |
| 10/29/2024 |         |     |         |                   | SHORE REGIONAL HIGH SCHOOL           |            | 306,407.49 | 01-101-01-000-011 |
| 10/29/2024 | 18293   |     |         | 61-270-55-600-205 | Netflix Phase 1A, Application Review | 10,467.50  |            |                   |
| 10/29/2024 |         |     |         |                   | COLLIERS ENGINEERING & DESIGN        |            | 10,467.50  | 61-101-01-100-101 |
| 10/31/2024 | 18327   |     |         | 01-201-23-210-202 | HEALTH                               | 79,457.38  |            |                   |
| 10/31/2024 |         |     |         | 01-201-23-210-203 | DENTAL                               | 4,778.94   |            |                   |
| 10/31/2024 |         |     |         |                   | CENTRAL JERSEY HEALTH INSURANC       |            | 84,236.32  | 01-101-01-000-011 |

OCTOBER    SUMMARY BY ACCOUNT:

| ACCOUNT | ACCOUNT DESCRIPTION | APR RESERVE | CURRENT | NON-BUDGETARY | PENDING OR |
|---------|---------------------|-------------|---------|---------------|------------|
|---------|---------------------|-------------|---------|---------------|------------|

Packet Pg. 12

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

6.2.c

From 10/01/2024 to 11/30/2024 With a Line Amount > 10000.00

OCTOBER SUMMARY BY ACCOUNT:

ACCOUNT ACCOUNT DESCRIPTION APR RESERVE CURRENT NON-BUDGETARY PENDING CR

|                   |                                        |  |            |            |              |
|-------------------|----------------------------------------|--|------------|------------|--------------|
| 01-101-01-000-011 | CASH OPERATING                         |  |            |            | 4,041,604.32 |
| 02-160-05-000-001 | DUE TO/FROM CURRENT FUND               |  |            |            | 221,466.08   |
| 06-101-01-100-011 | OPEN SPACE CASH - TD                   |  |            |            | 475,183.00   |
| 61-101-01-100-101 | CASH-DEV.ESCROW/TD                     |  |            |            | 10,467.50    |
| 01-201-20-130-206 | PROFESSIONAL SERVICES                  |  | 1,675.00   |            |              |
| 01-201-23-210-202 | HEALTH                                 |  | 79,457.38  |            |              |
| 01-201-23-210-203 | DENTAL                                 |  | 4,778.94   |            |              |
| 01-201-44-900-907 | FIRE TRUCK                             |  | 565,185.00 |            |              |
| 01-201-45-920-211 | PAYMENT OF BOND PRINCIPAL              |  | 690,000.00 |            |              |
| 01-201-45-930-213 | INTEREST ON BONDS                      |  | 284,799.51 |            |              |
| 01-206-55-000-046 | REGIONAL SCHOOL TAX                    |  |            | 306,407.49 |              |
| 01-207-55-000-045 | LOCAL SCHOOL TAX                       |  |            | 945,612.08 |              |
| 01-208-55-000-039 | COUNTY TAX PAYABLE                     |  |            | 943,128.91 |              |
| 01-208-55-000-041 | COUNTY OPEN SPACE TAX                  |  |            | 143,270.62 |              |
| 01-208-55-000-042 | COUNTY HEALTH TAX                      |  |            | 16,776.93  |              |
| 01-208-55-000-043 | COUNTY LIBRARY TAX                     |  |            | 60,512.46  |              |
| 02-213-40-700-011 | AMERICAN RESCUE PLAN FIREFIGHTER GRANT |  |            | 13,010.08  |              |
| 02-213-40-700-064 | AMERICAN RESCUE PLAN FUNDS             |  |            | 208,456.00 |              |
| 06-270-00-500-022 | RESERVE FOR BOAT RAMP                  |  |            | 48,350.00  |              |
| 06-270-00-500-024 | RESERVE FOR MARIA GATTA FIELDS         |  |            | 426,833.00 |              |
| 61-270-55-600-205 | RES.FOR DEV.ESCROW                     |  |            | 10,467.50  |              |

OCTOBER TOTALS (FOR RANGE):

|              |              |              |       |
|--------------|--------------|--------------|-------|
| -----        | -----        | -----        | ----- |
| 1,625,895.83 | 3,122,825.07 | 4,748,720.90 |       |
| =====        | =====        | =====        | ===== |

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

6.2.c

From 10/01/2024 to 11/30/2024    With a Line Amount > 10000.00

| DATE       | ENTRY # | PO#   | CHECK # | ACCOUNT           | VENDOR/EXPLANATION                          | DEBIT      | CREDIT     | ACCOUNT           |
|------------|---------|-------|---------|-------------------|---------------------------------------------|------------|------------|-------------------|
| 11/01/2024 |         | 17384 |         | 06-270-00-500-021 | REPLACE EXISTING WELL IRRIGATION PIPING FRO | 10,928.00  |            |                   |
| 11/01/2024 |         |       |         |                   | CENTRAL JERSEY MECHANICAL, INC.             |            | 10,928.00  | 06-101-01-100-011 |
| 11/04/2024 |         | 18188 |         | 06-270-00-500-021 | DEMOLITION OF POOL AND BATHROOMS            | 38,000.00  |            |                   |
| 11/04/2024 |         |       |         |                   | ROSARIO CONTRACTING CORPORATION             |            | 38,000.00  | 06-101-01-100-011 |
| 11/05/2024 |         | 18383 |         | 02-213-40-700-070 | FMERA MOU 600 WATER AREA REFUND             | 344,170.16 |            |                   |
| 11/05/2024 |         |       |         |                   | FMERA                                       |            | 344,170.16 | 02-160-05-000-001 |
| 11/05/2024 |         | 18382 |         | 02-213-40-700-069 | PARTIAL PAYMENT - CERTIFICATE #6            | 39,502.82  |            |                   |
| 11/05/2024 |         |       |         |                   | YANNUZZI GROUP                              |            | 39,502.82  | 02-160-05-000-001 |

NOVEMBER    SUMMARY BY ACCOUNT:

| ACCOUNT                      | ACCOUNT DESCRIPTION      | APR RESERVE | CURRENT | NON-BUDGETARY | PENDING CR |
|------------------------------|--------------------------|-------------|---------|---------------|------------|
| 02-160-05-000-001            | DUE TO/FROM CURRENT FUND |             |         |               | 383,672.98 |
| 06-101-01-100-011            | OPEN SPACE CASH - TD     |             |         |               | 48,928.00  |
| 02-213-40-700-069            | FMERA MOU-550 & 551      |             |         | 39,502.82     |            |
| 02-213-40-700-070            | FMERA MOU-600 AREA WATER |             |         | 344,170.16    |            |
| 06-270-00-500-021            | RESERVE FOR OPEN SPACE   |             |         | 48,928.00     |            |
| NOVEMBER TOTALS (FOR RANGE): |                          |             |         | 432,600.98    | 432,600.98 |

SUMMARY BY ACCOUNT FOR RANGE:

| ACCOUNT             | ACCOUNT DESCRIPTION                    | APR RESERVE | CURRENT    | NON-BUDGETARY | DISBURSED    |
|---------------------|----------------------------------------|-------------|------------|---------------|--------------|
| 01-101-01-000-011   | CASH OPERATING                         |             |            |               | 4,041,604.32 |
| 02-160-05-000-001   | DUE TO/FROM CURRENT FUND               |             |            |               | 605,139.06   |
| 06-101-01-100-011   | OPEN SPACE CASH - TD                   |             |            |               | 524,111.00   |
| 61-101-01-100-101   | CASH-DEV.ESCROW/TD                     |             |            |               | 10,467.50    |
| 01-201-20-130-206   | PROFESSIONAL SERVICES                  |             | 1,675.00   |               |              |
| 01-201-23-210-202   | HEALTH                                 |             | 79,457.38  |               |              |
| 01-201-23-210-203   | DENTAL                                 |             | 4,778.94   |               |              |
| 01-201-44-900-907   | FIRE TRUCK                             |             | 565,185.00 |               |              |
| 01-201-45-920-211   | PAYMENT OF BOND PRINCIPAL              |             | 690,000.00 |               |              |
| 01-201-45-930-213   | INTEREST ON BONDS                      |             | 284,799.51 |               |              |
| 01-206-55-000-046   | REGIONAL SCHOOL TAX                    |             |            | 306,407.49    |              |
| 01-207-55-000-045   | LOCAL SCHOOL TAX                       |             |            | 945,612.08    |              |
| 01-208-55-000-039   | COUNTY TAX PAYABLE                     |             |            | 943,128.91    |              |
| 01-208-55-000-041   | COUNTY OPEN SPACE TAX                  |             |            | 143,270.62    |              |
| 01-208-55-000-042   | COUNTY HEALTH TAX                      |             |            | 16,776.93     |              |
| 01-208-55-000-043   | COUNTY LIBRARY TAX                     |             |            | 60,512.46     |              |
| 02-213-40-700-011   | AMERICAN RESCUE PLAN FIREFIGHTER GRANT |             |            | 13,010.08     |              |
| 02-213-40-700-064   | AMERICAN RESCUE PLAN FUNDS             |             |            | 208,456.00    |              |
| 02-213-40-700-069   | FMERA MOU-550 & 551                    |             |            | 39,502.82     |              |
| 02-213-40-700-070   | FMERA MOU-600 AREA WATER               |             |            | 344,170.16    |              |
| 06-270-00-500-021   | RESERVE FOR OPEN SPACE                 |             |            | 48,928.00     |              |
| 06-270-00-500-022   | RESERVE FOR BOAT RAMP                  |             |            | 48,350.00     |              |
| 06-270-00-500-024   | RESERVE FOR MARIA GATTA FIELDS         |             |            | 426,833.00    |              |
| 61-270-55-600-205   | RES.FOR DEV.ESCROW                     |             |            | 10,467.50     |              |
| TOTALS (FOR RANGE): |                                        |             |            | 1,625,895.83  | 5,181,321.88 |

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING 2024 BUDGET APPROPRIATION TRANSFERS**

**Resolution**

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

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

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

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

**BUDGET TRANSFERS - 11/7**

| <b>FROM:</b>   |                         | <b>AMOUNT</b>        | <b>ACCOUNT</b>        |
|----------------|-------------------------|----------------------|-----------------------|
|                | Municipal Court S&W     | \$ (5,000.00)        | 01-201-43-490-100     |
|                |                         | <b>\$ (5,000.00)</b> |                       |
| <br><b>TO:</b> | <br>Municipal Court O&E | <br>\$ 5,000.00      | <br>01-201-43-490-200 |
|                |                         | <b>\$ 5,000.00</b>   |                       |

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

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION AMENDING THE 2024  
MUNICIPAL BUDGET PER NJSA 40A:4-87 FOR FMERA MOU FOR STORMWATER INFRASTRUCTURE  
STUDY**

**Resolution**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Oceanport hereby request the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of \$3,200.00 which item is now available as a revenue from the Fort Monmouth Economic Revitalization Authority for the FMERA MOU for Stormwater Infrastructure Study pursuant to the provisions of statute, and

**BE IT FURTHER RESOLVED**, that a like sum of \$3,200.00 be and the same is hereby appropriated under the caption of FMERA MOU Stormwater Infrastructure Study.

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



September 24, 2024

**Via Email**

Mayor Tom Tvrdik  
910 Oceanport Way  
Oceanport, N.J. 07757  
[mayor@oceanportboro.com](mailto:mayor@oceanportboro.com)

**Re: February 2, 2024 Memorandum of Understanding for Stormwater Infrastructure Study between the Fort Monmouth Economic Revitalization Authority ("Authority") and the Borough of Oceanport ("Borough")**

Dear Mayor Tvrdik:

Please accept this correspondence authorizing the increase in Project Costs in the amount of \$3,200 as more specifically set forth in the September 11, 2024 Client Authorization Form supplied by the Borough's engineer Colliers Engineering & Design, Inc. for the Todd Avenue Drainage Relocation design and layout.

As previously discussed, the poor site conditions including broken lines in the Fort Monmouth Fitness Center Tract created unforeseen circumstances necessitating the additional costs to redirect flow to a closer point of discharge.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kara Kopach', with a large, stylized loop at the end.

Kara Kopach  
Executive Director

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
COUNTY OF MONMOUTH, STATE OF NEW JERSEY  
A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER OF THE LEAD  
HAZARD CONTROL ASSISTANCE FUND REQUIRED BY N.J.S.A. 52:27D-437.1 ET. SEQ.**

**Resolution**

**WHEREAS**, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

**WHEREAS**, pursuant with the Lead Based Paint Inspection Law, P.L. 2021, c. 182, the Borough of Oceanport through its Rental Certificate application process shall assess an additional fee of \$20 per unit inspected by a certified lead evaluation contractor or permanent local agency for the purposes of the "Lead Hazard Control Assistance Act," P.L.2003, c.311 (C.52:27D-437.1 et al.); and

**WHEREAS**, said fees collected shall be deposited into the "Lead Hazard Control Assistance Fund" established pursuant to section 4 of P.L.2003, c.311 (C.52:27D-437.4); and

**WHEREAS**, *N.J.S.A. 40A:4-39* provides the dedicated revenues anticipated from the Lead Hazard Control Assistance Fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Uniform Construction Code Enforcement Fees Trust pursuant with *N.J.S.A. 52:27D-119 et seq.* and *N.J.S.A. 40A:4-39*.
2. The Clerk of the Borough of Oceanport, County of Monmouth is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.
3. The Municipal Clerk of the Borough of Oceanport is hereby directed to forward a copy of this Resolution to the Chief Financial Officer for posting in the State's FAST System.

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #23-00001 FOR  
BLOCK 5 LOT 4 KNOWN AS 16 SAGAMORE AVENUE**

**Resolution**

**WHEREAS**, at the Borough Tax Sale held on October 5, 2023, a lien was sold on Block 5 Lot 4, otherwise known as 16 Sagamore Ave.; and

**WHEREAS**, this lien, known as Tax Sale Certificate 23-00001 was sold to Christiana T C/F CE1 Firsttrust at an interest rate of 0%; and

**WHEREAS**, the owner has redeemed Certificate 23-00001 in the amount of \$30,770.10.

**NOW, THEREFORE, BE IT RESOLVED** that the CFO be authorized to issue a check in the amount of \$30,770.10 payable to Christiana T C/F CE1 Firsttrust, PO Box 5021, Philadelphia, PA 19111-5021 for the redemption of Tax Sale Certificate 23-00001.

**BE IT FURTHER RESOLVED**, that the CFO be authorized to issue a check in the amount of \$16,700.00 (Premium) to the aforementioned lienholder.

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING REFUND FOR OVERPAYMENT FOR BLOCK 110.15 LOT 1, KNOWN AS SIGNAL AVE.**

**Resolution**

**WHEREAS**, the following property is due a refund due to an overpayment from the property owner, due to a subdivision; 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 to the following property owner as follows:

Block 110.15 Lot 1  
Somerset Pulte Lodging JV, LLC  
750 US HWY 202, Suite 500  
Bridgewater Twp., NJ 08807

\$130,418.50

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #24-00006 FOR  
BLOCK 110.15 LOT 1.026 KNOWN AS 42 SIGNAL AVENUE**

**Resolution**

**WHEREAS**, at the Borough Tax Sale held on October 10, 2024, a lien was sold on Block 110.15 Lot 1.026, otherwise known as 42 Signal Ave.; and

**WHEREAS**, this lien, known as Tax Sale Certificate 24-00006 was sold to Trystone Capital Assets LLC at an interest rate of 0%; and

**WHEREAS**, the owner has redeemed Certificate 24-00006 in the amount of \$284.49.

**NOW, THEREFORE, BE IT RESOLVED** that the CFO be authorized to issue a check in the amount of \$284.49 payable to Trystone Capital Assets LLC, PO Box 1030, Brick, NJ 08723 for the redemption of Tax Sale Certificate 24-00006.

RESOLUTION OF THE BOROUGH OF OCEANPORT  
COUNTY OF MONMOUTH, STATE OF NEW JERSEY  
AUTHORIZING AN APPLICATION TO THE STATE OF NEW JERSEY DEPARTMENT OF TREASURY  
FOR FUNDING OF PROPOSED PROJECT PURSUANT WITH P.L. 2018, C. 33 (C.5:12A-16) FOR MARIA  
GATTA COMMUNITY PARK IMPROVEMENTS

Resolution

**WHEREAS**, pursuant with *P.L. 2018, c.33 (C.5:12A-16), Taxation of sums received by casinos, racetracks*, the Borough of Oceanport is entitled to a percentage of sums actually received by the horse racing permit holder from any sports wagering operation less sums paid out as winnings to patrons and other taxes paid to the State General Fund; and

**WHEREAS**, pursuant with *P.L. 2018, c. 33 (C.5:12A-16)* the Department of the Treasury shall establish an account for each eligible municipality and shall ensure that the amounts generated from the racetrack shall only be distributed to the municipality in which the majority of the racetrack is located with 0.75 percent paid to the municipality upon application by the municipality to the Department of Treasury with those amounts used for economic development purposes which shall include, but not be limited to, improvements to: transportation and infrastructure, tourism, public safety, and properties located on or near the racetrack; and

**WHEREAS**, the Borough of Oceanport desires to make application for its percentage of sums for the purpose of its continuing improvements to Maria Gatta Community Park including but not limited to walkways, restrooms, lighting, utilities (water/sewer/electric), concession stands and perimeter fencing to deter vandalism; and

**WHEREAS**, the Governing Body feels strongly that the improvements to this park will encourage greater community use, attract and draw people to the area for sporting tournaments thereby bringing greater exposure to Monmouth Park Racetrack located directly across the street and increasing the use of its racing and betting facilities, restaurants, mini-golf and other services,

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Borough of Oceanport, County of Monmouth, New Jersey that the Borough Administrator is hereby authorized to submit an application for funding of the continuing improvements to the Maria Gatta Community Park project to the State of New Jersey Department of Treasury pursuant with P.L. 2018, c.33 (C.5:12A-16) et seq.

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF ADMINISTRATION

Application by Municipality or County for Sports Wagering Taxes for Economic Development

Consistent with the provisions of P.L. 2018, c. 130, which modified P.L. 2018, c.33, the tax of 1.25 percent paid to the State General Fund on amounts received from a sports wagering operation shall be distributed by the Department of the Treasury ("Treasury") upon application by a municipality or county. According to the statute, **this revenue shall only be distributed to the municipality in which the majority of the racetrack (as based upon square footage) is located and to the county in which the racetrack is located or to an economic development authority of that municipality and county.** The funds must be used for economic development purposes, which shall include, but not be limited to, improvements to: transportation and infrastructure, tourism, public safety, and properties located on or near the racetrack.

The Department of the Treasury has established an account for each eligible municipality and county and shall ensure that the amounts generated from the racetrack shall only be distributed to the municipality in which the majority of the racetrack is located and county in which the racetrack is located. As per the statute, 0.75 percent shall be paid to the municipality and 0.5 percent shall be paid to the county.

*Note: Amounts generated from the Meadowlands racetrack shall be paid into the intermunicipal account, established pursuant to section 53 of P.L.2015, c.19 (C.5:10A-53), and used to pay Meadowlands adjustment payments to municipalities in the Meadowlands district. **This application form is not to be used for municipalities in the Meadowlands district.***

Key Dates

**By October 21, 2024**, an eligible municipality or county may apply through Treasury's Division of Administration for such funds received by Treasury pursuant to N.J.S.A. 5:12A-16 to be used for economic development purposes. The eligible municipality or county must decide which project or projects to pursue if multiple projects are proposed or considered. The eligible municipality or county must:

- Complete this application form and submit the completed form to Treasury;
- Pass a municipal or county resolution to formalize a request of funding for economic development projects, certifying that the project(s) meet the statutory criteria set forth in N.J.S.A. 5:12A-16 as improvements to: transportation and infrastructure, tourism, public safety, and properties located on or near the racetrack. A copy of the resolution must be attached to the application form submitted to Treasury; and
- Acknowledge that any future requests for funding will require a certification that any funds received previously under this statute were expended only for qualifying economic development projects.

**By February 21, 2025**, Treasury shall review all application forms received, and confirm that the applicant certifies that the projects proposed meet the statutory criteria pursuant to N.J.S.A. 5:12A-16 or request that the applicant amend the application form to include a certification regarding qualifying projects. Once Treasury is satisfied that one of these two criteria are met,

Treasury shall issue payment to the applicant for an amount to cover expected costs for qualifying projects. Any funds not requested or distributed in a given calendar year shall carry into subsequent years. Distributed funds not utilized for proposed projects as part of an annual application (for example if the project is completed for less than estimated costs or if the proposed project cannot be started or completed) may be used by the applicant for other qualifying expenses, in future years. The applicant shall notify Treasury of any reduction in expenditure, and include supporting documentation of a change (i.e. change order) prior to the reallocation of unexpended funds to another qualifying project. An applicant shall not proceed with a reallocation of funds absent written authorization from Treasury's Division of Administration.

#### Questions and Additional Information

Any questions regarding the application or this program should be addressed to the Department of the Treasury, Division of Administration at [NJSportsWageringApplication@treas.nj.gov](mailto:NJSportsWageringApplication@treas.nj.gov).

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF ADMINISTRATION

**Municipal or County Application for Sports Wagering Taxes for Economic Development**

Name of Municipality or County BOROUGH OF OCEANPORT

Primary contact for Municipality/County or Economic Development  
Authority DONNA M. PHELPS, BOROUGH ADMINISTRATOR

Primary contact phone 732-222-8221, EXT. 1003

Primary contact e-mail DPHELPS@OCEANPORTBORO.COM

Alternate contact person for Municipality/County or Economic Development  
Authority KATIE LA PORTA, CFO

Alternate contact phone 732-222-8221-, EXT. 1019

Alternate contact e-mail KLAPORTA@OCEANPORTBORO.COM

Federal ID Number 21-6000961 Mailing Address 910 Oceanport Way, P.O. Box  
370, Oceanport, NJ 07757

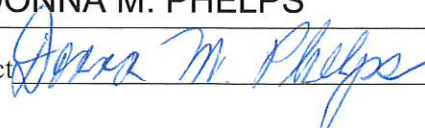
Description of project(s). Please include a brief summary of the total cost of the project(s), the amount of funds requested, the anticipated completion date, and who will be managing the project (Executive or EDA) in table or narrative form. Attach additional sheets if required. Please attach a copy of the municipal/county resolution approving this request for funds. **SEE ATTACHED DESCRIPTION & RESOLUTION**

On behalf of the Borough of Oceanport [name municipality/county], I hereby apply for funds collected in FY 2024 from the 1.25 percent tax on sports wagering operations pursuant to N.J.S.A. 5:12A-16. I certify that all such funds shall be used for economic development purposes solely as set forth in the description above, which shall include, but not be limited to, improvements to: transportation and infrastructure, tourism, public safety, and properties located on or near the racetrack. I further certify that, any funds received previously under this statute were expended only for qualifying economic development projects.

Name of County/Municipal Executive \_\_\_\_\_

Signature of County/Municipal Executive \_\_\_\_\_ Date \_\_\_\_\_

Name of County/Municipal Contact DONNA M. PHELPS

Signature of County/Municipal Contact  Date 10/23/24

**This application and all supporting documentation may be subject to release under the OPRA without further notice; Applicants are encouraged to keep copies of this application and supporting documentation on file for a period of seven (7) years following grant award.**

**PUBLIC NOTICE****TREASURY-GENERAL****DIVISION OF ADMINISTRATION****Notice of Availability of Funds****Economic Development Grant for Municipalities and Counties Impacted by Sports****Wagering**

Authority: N.J.S.A. 52:14-34.4, 34.5, and 34.6.

**Take notice** that, in compliance with N.J.S.A. 52:14-34.4, 34.5 and 34.6 (P.L. 1987, c. 7), the Department of the Treasury, Division of Administration, hereby publishes a notice of availability of funds.

**Name of Program:** Economic Development Grant for Municipalities & Counties Impacted by Horse Racing Sports Wagering.

**Purposes for which grants funds shall be used:** Pursuant to P.L. 2018, c. 130 (codified as N.J.S.A. 5:12A-16), 1.25 percent of the tax imposed on amounts received from horse racing sports wagering operations are to be distributed by the Department of the Treasury, upon application, to any municipality (0.75 percent) and county (0.50 percent), or an economic development authority of that municipality or county, in which the majority of a racetrack is located. The funds must be used to support economic development of that municipality or county, which shall include, but is not limited to, improvements to: transportation and infrastructure, tourism, public safety, and properties located on or near the racetrack.

**Amount of funding available:**

Freehold Raceway:

Total: \$1,034,957.00

County: \$413,982.80

Municipal: \$620,974.20

Monmouth Park:

Total: \$807,420.40

County: \$610,104.40

Municipal: \$197,316.00

**Groups or entities that may apply:** Any municipality or county, or an economic development authority of that municipality or county, in which the majority of a racetrack is located and sports wagering has occurred.

**Qualifications needed by applicant to be considered for a grant:** The existence of the majority of a racetrack in a municipality or county in which sports wagering has occurred.

**Procedure for eligible entities to apply for funds:** Qualified applicants must complete and submit an application outlining relevant use of the funds, consistent with program requirements, within the timeframes outlined.

**The address of the Division receiving the application:**

State of New Jersey

Department of the Treasury

PO Box 211

Trenton, NJ 08625

Eligible governmental entities may obtain a copy of the Application from the New Jersey Department of the Treasury, Administration Division website on or after October 21, 2024, at 9:00 A.M. Paper applications are available by emailing:

[NJSportsWageringApplication@treas.nj.gov](mailto:NJSportsWageringApplication@treas.nj.gov).

**Deadline by which applications must be submitted:** Applications must be submitted by December 23, 2024.

**Date by which applicants shall be notified whether they will receive funds under the grant program:** February 21, 2025.

**MUNICIPAL APPLICATION FOR SPORTS WAGERING TAXES  
FOR ECONOMIC DEVELOPMENT  
THE BOROUGH OF OCEANPORT**

The Borough of Oceanport continues to make additional improvements to the turf fields that were recently constructed at Maria Gatta Park. This year we finished the lighting project which was approximately \$1,000,000 and while we received partial funding from Monmouth County the Borough bore most of the costs. We are in the process of our next project which is to bring water and sewer to the property; construct restrooms and storage space for the sporting equipment; and install fencing around the perimeter of the park to prevent vandalism. These improvements will encourage greater community use, attract people to the area for sporting tournaments thereby bringing greater exposure to Monmouth Park Racetrack located directly across the street and increasing the use of its racing and betting facilities, restaurants, mini-golf and other services. Currently, the Borough has an available balance of \$197,316.00 which will be used to offset the costs of the above-mentioned improvements. The Borough is requesting the entire amount.

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING THE PURCHASE OF EQUIPMENT FROM SAFE-T SERVICES THROUGH STATE  
CONTRACT FOR THE OCEANPORT FIRE DEPARTMENT**

**Resolution**

**WHEREAS**, the Oceanport Fire Department has need to purchase turn out gear and funds have been appropriated in the budget for the purchase of said equipment; and

**WHEREAS**, N.J.S.A. 40A:11-3(a), allows for the award of a contract without the necessity of public advertising for bids where the municipality has a Qualified Purchasing Agent, and when the cost or price does not exceed \$44,000.00 or the procurement is made through a State contract; and

**WHEREAS**, Resolution #2024-149 authorized the purchase of \$17,502.62 in equipment for turn out gear with an actual purchase amount of \$13,010.08; and

**WHEREAS**, Skylands Area Fire Equipment and Training LLC, an authorized agent for SafeT State Contract 17-FLEET-00810, has submitted a quote dated October 7, 2024 for the provision of additional turnout gear for the Fire Department for a total cost of \$10,361.02; and

**WHEREAS**, the recommendation is to purchase the needed turnout gear from Skylands Area Fire Equipment and Training LLC, an authorized agent for SafeT, 23 Hamburg Turnpike, Unit A, Riverdale, NJ 07457 which is available through State Contract #17-FLEET-00810 for a total amount not to exceed \$10,361.02.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council that the purchase of turnout gear for a total price of \$10,361.02 from Skylands Area Fire Equipment and Training LLC pursuant with State Contract #17-FLEET-00810 is hereby authorized.

**BE IT FURTHER RESOLVED**, that the within Resolution shall be subject to the Borough Chief Financial Officer 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, certify that there are sufficient uncommitted funds available in Account #02-213-40-700-011 in the amount of \$7,066.18 and Account #01-201-25-240-300 in the amount of \$3,294.84 for a total amount of \$10,361.02 for the stated purpose.

  
Catherine D. LaPorta, CFO

**SKYLANDS AREA FIRE EQUIPMENT AND TRAINING LLC**

23 Hamburg Turnpike, Unit A  
 Riverdale, NJ 07457  
 Office 973-579-3473  
 Mobile: 732-691-8078  
 Email: Angelo@safe-tonline.com

**PROPOSAL****BILL TO:**

Katie LaPorta, CMFO, QPA  
 Borough Of Oceanport  
 910 Oceanport Way  
 Oceanport, NJ 07757

**SHIP TO:**

Borough Of Oceanport  
 930 Oceanport Way  
 Oceanport, NJ 07757  
 Attn: Fire Chief

| DATE             | REP    | FOB | VALID UNITL | TERMS |
|------------------|--------|-----|-------------|-------|
| 10/7/2024 REV-X3 | Angelo |     | 6/14/2025   | PO    |

**NJ State Contract 17-FLEET-00810**

| QTY.         | ITEM #                 | DESCRIPTION                                                                                          | UNIT PRICE | TOTAL PRICE        |
|--------------|------------------------|------------------------------------------------------------------------------------------------------|------------|--------------------|
| 2            | G541NYCL-XX            | Gemtor Class II Rescue Harness With 5742 Hook Up to Size 56" Waist, NFPA                             | \$315.00   | \$630.00           |
| 2            | NJOCEA00087            | Morning Pride LTO 17ID Coat, Black, <OCEANPORT>                                                      | \$2,278.58 | \$4,557.16         |
| 2            | NJOCEA00083            | Morning Pride LTO 17ID Pants, Black, With Bailout                                                    | \$1,727.68 | \$3,455.36         |
| 2            | 507502                 | Haix Eagle Air Leather Structural Firefighter Boot (NJSC 17-FLEET-00809)                             | \$454.00   | \$908.00           |
| 2            | NJBOOC00223497<br>4910 | BenLR Helmet With Ratchet Suspension, NFPA Flip Downs, Eagle Stabilizer & Std Trapzoids, Color Black | \$405.25   | \$810.50           |
|              | Boot Sizes             | 1 = 10.5M, 1 = 11.5W                                                                                 |            |                    |
| 2            | Hem Patch              | WARTEL, PAGAN                                                                                        |            |                    |
|              | 8/22 REV*              | Added Credit                                                                                         |            |                    |
|              | 8/29 REV**             | Corrected Added Credit                                                                               |            |                    |
|              | 10/7 REV***            | Removed Credit                                                                                       |            |                    |
|              |                        | *****Thank You For The Opportunity To Serve You*****                                                 |            |                    |
| <b>TOTAL</b> |                        |                                                                                                      |            | <b>\$10,361.02</b> |

Dept. Voucher or Purchase Order  
 will be issued

(Circle One) YES PO# ( ) NO Signed and dated for approval below

**\*A Valid Purchase Order or a written authorization must be received before any order is processed**

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Rank: \_\_\_\_\_

Additional Notes:

Thank you for the opportunity to quote these items. Please contact me with any questions.

**From:** [Katie LaPorta](#)  
**To:** [Jeanne Smith](#)  
**Cc:** [Donna Phelps](#)  
**Subject:** AGENDA ITEM  
**Date:** Thursday, October 31, 2024 9:34:16 AM  
**Attachments:** [SAFE-T.pdf](#)  
**Importance:** High

---

Jeanne,

Resolution #2024-149 was approved earlier this year for the purchase of Turn out Gear from Safe-T in the amount of \$17,502.62. A portion of this purchase order was later cancelled so the actual purchase amount was \$13,010.08.

The Fire Department is now looking to purchase additional turn out gear valued at \$10,361.02. Total purchases for the year will amount to \$23,711.10. This is a state contract purchase (State Contract #17-/fleet-00810)

A portion of this purchase will be funded via American Rescue Fire Fighter grant and the balance through operations.

Please include a resolution authorizing the additional purchase on the November 7<sup>th</sup> agenda. GL Acct numbers to charge are #02-213-40-700-011 for \$7,066.18 and #01-201-25-240-300 for \$3,294.84.

I've attached supporting documentation.

Thank you

Katie LaPorta, CMFO, QPA  
Borough of Oceanport  
910 Oceanport Way  
PO Box 370  
Oceanport, NJ 07757  
Phone – 732-222-8221 x1019  
Fax – 732-222-0904

Packet Pg. 33

101 Crawfords Corner Road  
Suite 3400  
Holmdel New Jersey 07733  
Main: 877 627 3772  
<http://colliersengineering.com>



November 1, 2024

**VIA EMAIL**

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

Recommendation of Award  
Trinity Park Improvements  
Borough of Oceanport, Monmouth County, New Jersey  
Colliers Engineering & Design Project No.: OPB-0187

Dear Mayor and Council Members,

Bids for the above-referenced project were received at the Borough Hall on Wednesday, October 30, 2024 at 11:00AM. A total of five (5) bids were received at the bid opening. Robbie Lane Enterprises, LLC. made a mathematical error in their calculation of Base Bid Item #14. This does not affect the order of the bidders.

The results of the bidders at the bid opening are as follows:

| BIDDERS                        | BASE BID TOTAL |
|--------------------------------|----------------|
| Shore Top Construction Corp.   | \$124,062.20   |
| Fiore Paving Co., Inc.         | \$140,552.08   |
| Robbie Lane Enterprises, LLC.  | \$155,538.00*  |
| Seacoast Construction, Inc.    | \$161,130.00   |
| T. Fiotakis Construction, LLC. | \$214,051.00   |

***\*Mathematical Error***

We have reviewed the bid package submitted by Shore Top Construction Corp. and find that the price appears reasonable for this project. We have worked with this contractor and know that they are experienced and qualified for performing this type of work.

Subject to approval from the Borough Attorney and verification that funds are available for construction, Colliers Engineering & Design, Inc. recommends that the Borough award a contract to Shore Top Construction Corp. for the Base Bid Total in the amount of **\$124,062.20**.

Project No. OPB-0187  
November 1, 2024  
Page 2 | 2



We have enclosed the **original** bid documents and a bid tabulation for review by you and the Borough Attorney. In accordance with the Local Public Contracts Law, the Award of Contract must be made within sixty (60) days from the date of opening of the bids.

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

Sincerely,

Colliers Engineering & Design, Inc.

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

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

WHW/hlo  
Enclosures

cc: Donna Phelps, Borough Administrator (w/ bid tab via email)  
Jeanne Smith, RMC, Borough Clerk (w/ bid tab via email)  
Katie LaPorta, CFO (w/ bid tab via email)  
Andrew Bayer, Esq. Borough Attorney (w/ bid tab via email)

R:\Projects\M-P\Opb\OPB0187\Project Information\Bid Documents\241101\_Recommendation of Award.docx

Project Name: Trinity Park Improvements  
City, State: Borough of Oceanport, NJ  
Project #: OPB0187



William White, P.E., P.P., CME, CFM, CPWM  
N.J. P.E. License No. 24GE03826300

|                        |                                                                                                                                      |          |      | Shore Top Construction Corp. |               | Fiore Paving Co., Inc. |               | Robbie Lane Enterprises, LLC. |               | Seacoast Construction, Inc. |               | T. Fiotakis Construction, LLC. |               |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------------------------|---------------|------------------------|---------------|-------------------------------|---------------|-----------------------------|---------------|--------------------------------|---------------|
|                        |                                                                                                                                      |          |      | 23 Yellowbrook Road          |               | 4 Fiore Court          |               | 38 Jacksonville Road          |               | 15 Addington Court          |               | 197 Central Ave                |               |
|                        |                                                                                                                                      |          |      | Freehold NJ 07728            |               | Oceanport, NJ 07757    |               | Towaco, NJ 07082              |               | East Brunswick, NJ 08816    |               | Edison, NJ 08817               |               |
| ESTIMATE OF QUANTITIES |                                                                                                                                      |          |      | Quantity                     | Unit          | Unit Price             | Amount        | Unit Price                    | Amount        | Unit Price                  | Amount        | Unit Price                     | Amount        |
| Item #                 | Description                                                                                                                          | Quantity | Unit | Unit Price                   | Amount        | Unit Price             | Amount        | Unit Price                    | Amount        | Unit Price                  | Amount        | Unit Price                     | Amount        |
|                        | BASE BID                                                                                                                             |          |      |                              |               |                        |               |                               |               |                             |               |                                |               |
| 1                      | MOBILIZATION                                                                                                                         | 1        | LS   | \$ 6,000.00                  | \$ 6,000.00   | \$ 5,000.00            | \$ 5,000.00   | \$ 18,200.00                  | \$ 18,200.00  | \$ 3,500.00                 | \$ 3,500.00   | \$ 8,500.00                    | \$ 8,500.00   |
| 2                      | CLEARING SITE                                                                                                                        | 1        | LS   | \$ 78,000.00                 | \$ 78,000.00  | \$ 36,000.00           | \$ 36,000.00  | \$ 52,180.00                  | \$ 52,180.00  | \$ 20,000.00                | \$ 20,000.00  | \$ 80,000.00                   | \$ 80,000.00  |
| 3                      | EXCAVATION UNCLASSIFIED, BORROW EXCAVATION, AND GRADING                                                                              | 1        | LS   | \$ 4,500.00                  | \$ 4,500.00   | \$ 59,550.00           | \$ 59,550.00  | \$ 10,000.00                  | \$ 10,000.00  | \$ 30,000.00                | \$ 30,000.00  | \$ 500.00                      | \$ 500.00     |
| 4                      | HMA MILLING, 3" OR LESS                                                                                                              | 471      | SY   | \$ 10.00                     | \$ 4,710.00   | \$ 5.00                | \$ 2,355.00   | \$ 20.00                      | \$ 9,420.00   | \$ 22.00                    | \$ 10,362.00  | \$ 25.00                       | \$ 11,775.00  |
| 5                      | DENSE-GRADED AGGREGATE, 6" THICK (IF & WHERE DIRECTED)                                                                               | 48       | SY   | \$ 20.00                     | \$ 960.00     | \$ 10.00               | \$ 480.00     | \$ 80.00                      | \$ 3,840.00   | \$ 8.00                     | \$ 384.00     | \$ 30.00                       | \$ 1,440.00   |
| 6                      | HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK                                                                                          | 12       | TON  | \$ 200.00                    | \$ 2,400.00   | \$ 100.00              | \$ 1,200.00   | \$ 220.00                     | \$ 2,640.00   | \$ 325.00                   | \$ 3,900.00   | \$ 600.00                      | \$ 7,200.00   |
| 7                      | HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK                                                                                      | 58       | TON  | \$ 200.00                    | \$ 11,600.00  | \$ 100.00              | \$ 5,800.00   | \$ 220.00                     | \$ 12,760.00  | \$ 400.00                   | \$ 23,200.00  | \$ 700.00                      | \$ 40,600.00  |
| 8                      | HOT MIX ASPHALT 9.5M64 LEVELING COURSE, 0.5" TO 1.5" THICK                                                                           | 5        | TON  | \$ 100.00                    | \$ 500.00     | \$ 100.00              | \$ 500.00     | \$ 250.00                     | \$ 1,250.00   | \$ 400.00                   | \$ 2,000.00   | \$ 600.00                      | \$ 3,000.00   |
| 9                      | TACK COAT                                                                                                                            | 48       | GAL  | \$ 3.00                      | \$ 144.00     | \$ 0.01                | \$ 0.48       | \$ 1.00                       | \$ 48.00      | \$ 5.00                     | \$ 240.00     | \$ 50.00                       | \$ 2,400.00   |
| 10                     | PRECAST CONCRETE BUMPER CURB WHEEL STOP                                                                                              | 8        | UN   | \$ 100.00                    | \$ 800.00     | \$ 200.00              | \$ 1,600.00   | \$ 500.00                     | \$ 4,000.00   | \$ 100.00                   | \$ 800.00     | \$ 250.00                      | \$ 2,000.00   |
| 11                     | TRAFFIC MARKINGS LINES, 4"                                                                                                           | 224      | LF   | \$ 4.00                      | \$ 896.00     | \$ 9.15                | \$ 2,049.60   | \$ 5.00                       | \$ 1,120.00   | \$ 4.00                     | \$ 896.00     | \$ 15.00                       | \$ 3,360.00   |
| 12                     | HANDICAP PARKING SYMBOL, 4"                                                                                                          | 32       | SF   | \$ 25.00                     | \$ 800.00     | \$ 22.00               | \$ 704.00     | \$ 20.00                      | \$ 640.00     | \$ 25.00                    | \$ 800.00     | \$ 32.00                       | \$ 1,024.00   |
| 13                     | ACCESSIBLE PARKING SIGN                                                                                                              | 4        | SF   | \$ 125.00                    | \$ 500.00     | \$ 400.00              | \$ 1,600.00   | \$ 700.00                     | \$ 2,800.00   | \$ 125.00                   | \$ 500.00     | \$ 1,500.00                    | \$ 6,000.00   |
| 14                     | CONCRETE SIDEWALK, 4" THICK                                                                                                          | 53       | SY   | \$ 75.00                     | \$ 3,975.00   | \$ 150.00              | \$ 7,950.00   | \$ 45.00                      | \$ 2,385.00   | \$ 165.00                   | \$ 8,745.00   | \$ 180.00                      | \$ 9,540.00   |
| 15                     | MODULAR BLOCK RETAINING WALL                                                                                                         | 21       | SF   | \$ 50.00                     | \$ 1,050.00   | \$ 10.00               | \$ 210.00     | \$ 150.00                     | \$ 3,150.00   | \$ 185.00                   | \$ 3,885.00   | \$ 100.00                      | \$ 2,100.00   |
| 16                     | TOPSOILING, 4" THICK                                                                                                                 | 2,501    | SY   | \$ 2.00                      | \$ 5,002.00   | \$ 1.00                | \$ 2,501.00   | \$ 8.00                       | \$ 20,008.00  | \$ 8.00                     | \$ 20,008.00  | \$ 10.00                       | \$ 25,010.00  |
| 17                     | FERTILIZING AND SEEDING, TYPE A-4                                                                                                    | 2,501    | SY   | \$ 0.10                      | \$ 250.10     | \$ 1.00                | \$ 2,501.00   | \$ 1.00                       | \$ 2,501.00   | \$ 8.00                     | \$ 20,008.00  | \$ 1.00                        | \$ 2,501.00   |
| 18                     | STRAW MULCHING                                                                                                                       | 2,501    | SY   | \$ 0.10                      | \$ 250.10     | \$ 1.00                | \$ 2,501.00   | \$ 1.00                       | \$ 2,501.00   | \$ 2.00                     | \$ 5,002.00   | \$ 1.00                        | \$ 2,501.00   |
| 19                     | STEEDS JAPANESE HOLLY, 3'-3.5' WIDTH X 3.5'-4' HEIGHT, B & B                                                                         | 23       | UN   | \$ 75.00                     | \$ 1,725.00   | \$ 350.00              | \$ 8,050.00   | \$ 265.00                     | \$ 6,095.00   | \$ 300.00                   | \$ 6,900.00   | \$ 200.00                      | \$ 4,600.00   |
| TOTAL BASE BID         |                                                                                                                                      |          |      |                              | \$ 124,062.20 |                        | \$ 140,552.08 |                               | \$ 155,538.00 |                             | \$ 161,130.00 |                                | \$ 214,051.00 |
| REQUIRED DOCUMENTS     |                                                                                                                                      |          |      |                              |               |                        |               |                               |               |                             |               |                                |               |
|                        | BID GUARANTEE                                                                                                                        |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | CERTIFICATE OF SURETY                                                                                                                |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | STATEMENT OF CORPORATE OWNERSHIP                                                                                                     |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | LIST OF SUBCONTRACTORS                                                                                                               |          |      | X - N/A                      |               | X                      |               | X - N/A                       |               | X                           |               | X                              |               |
|                        | BIDDERS ACKNOWLEDGEMENT OF RECEIPT OF ANY NOTICE(S) OR REVISION(S) OR ADENDDA TO AN ADVERTISEMENT, SPECIFICATIONS OR BID DOCUMENT(S) |          |      | X - N/A                      |               | X - N/A                |               | X - N/A                       |               | X - N/A                     |               | X - N/A                        |               |
|                        | BID PROPOSAL FORM                                                                                                                    |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | CONSENT OF SURETY AS TO LABOR AND MATERIAL PAYMENT BOND                                                                              |          |      | X                            |               | X                      |               |                               |               |                             |               |                                |               |
|                        | EXPERIENCE STATEMENT                                                                                                                 |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | SUBCONTRACTOR EXPERIENCE STATEMENT(S)                                                                                                |          |      | X - N/A                      |               | X                      |               | X - N/A                       |               | X                           |               | X                              |               |
|                        | NOTICE OF FEDERALLY MANDATED ANTI-DRUG/ALCOHOL PLAN                                                                                  |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | PROOF OF BUSINESS REGISTRATION (BUSINESS REGISTRATION CERTIFICATE)                                                                   |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | EVIDENCE OF AFFIRMATIVE ACTION COMPLIANCE *                                                                                          |          |      |                              |               |                        |               |                               |               |                             |               |                                |               |
|                        | CONSENT OF SURETY AS TO MAINTENANCE BOND, PURSUANT TO N.J.S.A. 40A:11-16.3                                                           |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | NON-COLLUSION AFFIDDAVIT (NOTARIZED)                                                                                                 |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | BIDDERS TO VISIT SITE                                                                                                                |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | EQUIPMENT CERTIFICATION                                                                                                              |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN AS REQUIRED BY N.J.S.A. 40A:11-2.1                                                       |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | PROOF PUBLIC WORKS CONTRACTOR REGISTRATION (PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE)                                        |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | FEDERAL NON-DEBARMENT CERTIFICATION                                                                                                  |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | ELECTION CONTRIBUTION DISCLOSURE                                                                                                     |          |      | X                            |               | X                      |               | X                             |               | X                           |               | X                              |               |
|                        | CERTIFICATION OF NON-INVOLVEMENT PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS                                                          |          |      | X                            |               | X                      |               | X                             |               | X                           |               |                                |               |

\*Statutorily allowed to be provided with bid or prior to execution of contract

Mathematical Error Corrected

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING THE PURCHASE OF TWO (2) 4000W SOLAR LIGHT TOWERS FOR THE MARIA GATTA  
PARK PARKING LOT**

**Resolution**

**WHEREAS**, there is a need for additional lighting in the Maria Gatta Park parking lot for safety and security purposes; and

**WHEREAS**, pursuant to N.J.S.A 52:34-6.2(b)(3) the Borough of Oceanport has authorized the use of Sourcewell Co-Op, previously known as National Joint Powers Alliance or NJPA, pursuant with Resolution #2017-130, to contract with various vendors for goods and services; and

**WHEREAS**, N.J.S.A 52:34-6(b)(3) permits the award of a contract without the necessity of competitive bidding and N.J.S.A. 40A:11-12 authorizes purchases through State contract or cooperative contract without the need for competitive bidding; and

**WHEREAS**, Sunbelt Rentals, Inc. is an authorized vendor under Sourcewell CO-OP #062320SNB for sports lighting and has submitted a quote dated November 4, 2024 for two (2) 4000W Solar Light Towers in the amount of \$22,580.00; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for the purpose stated herein as indicated below,

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that the purchase of two (2) 4000W solar light towers through Sourcewell Co-Op #062320SNB is hereby authorized for an amount not to exceed \$22,580.00.

**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 funds available in the America Rescue Plan Act Account #02-213-40-700-064, not to exceed \$22,580.00.

  
Catherine D. LaPorta, CFO

SUNBELT RENTALS, INC.

Date: 11/04/24

Time: 14:03

# Email

## EQUIPMENT SALE QUOTE

**To:** MARK.SOLEBELLO@SUNBELTRENTALS.COM  
DONNA PHELPS

**Company:** BOROUGH OF OCEANPORT

**Message:** Quote for 2 solar Light towers

**From:** MARK SOLEBELLO

**Location:** NORTHERN NEW JERSEY PC947

**Phone:** 732-697-0666

**Fax #:** 732-697-0099



PC#: 1154  
1325 STATE ROUTE 34  
WALL TOWNSHIP, NJ 07727 4049  
732-378-0861

**SUNBELT RENTALS, INC.**

Salesman: 115402 REGINA, VINCENT (11  
Typed By: MSOLEBELLO

**Job Site:**

MARIA GATTA COMMUNITY PARK  
220 PORT AU PECK AVE  
OCEANPORT, NJ 07757

C#: 732-222-8221 J#: 732-403-6642

**Customer:** 966325

BOROUGH OF OCEANPORT  
PO BOX 370  
OCEANPORT, NJ 07757-0370

**EQUIPMENT SALE QUOTE**

Invoice #... 161679989  
Invoice date 11/04/24

Quote date.. 1/03/25  
Job Loc..... 220 PORT AU PECK AVE, OCEAN  
Job No..... 1 - MARIA GATTA COMM  
P.O. #.....  
Ordered By.. PHELPS, DONNA  
NET 30

| Qty        | Equipment #                                                                             | Price             | Wght(lbs) | Amount   |
|------------|-----------------------------------------------------------------------------------------|-------------------|-----------|----------|
| 1.00       | 10284852 CC: 012-0400<br>4000W SOLAR LIGHT TOWER<br>Make: NAT SIGNAL Model: LTS-160-750 | 11290.00          |           | 11290.00 |
|            |                                                                                         | Serial #: F272089 |           |          |
| 1.00       | 10283323 CC: 012-0400<br>4000W SOLAR LIGHT TOWER<br>Make: NAT SIGNAL Model: LTS-160-750 | 11290.00          |           | 11290.00 |
|            |                                                                                         | Serial #: F272070 |           |          |
| Quote Only |                                                                                         |                   |           |          |
| Sub-total: |                                                                                         |                   |           | 22580.00 |
| Total:     |                                                                                         |                   |           | 22580.00 |

All amounts are in USD

\*\*\*\*\*

IF THE EQUIPMENT DOES NOT WORK  
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR  
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR  
REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at [www.sunbeltrentals.com/rentalcontract](http://www.sunbeltrentals.com/rentalcontract). \*Delivery/Pickup Surcharge fee explanation is available at [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge).
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Packet Pg. 39

## SUNBELT RENTALS TERMS AND CONDITIONS

1) **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services rented on the given dates provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment identified. "Incident" is any fire, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. "Log" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with hour meters. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One

Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPE" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that: (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable details are on the Equipment, and the Equipment is suitable for Customer's intended use, (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment, (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights are on, leveled upon, threatened with seizure, lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (dis)abled Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tire/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is

Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6) **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) **NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.**

8) **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.** All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this contract, which

(a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RFP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to [insurancecertificates@sunbeltrentals.com](mailto:insurancecertificates@sunbeltrentals.com) evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts: for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per line for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF**

**CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RFP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see [www.sunbeltrentals.com/environmentalfuel](http://www.sunbeltrentals.com/environmentalfuel)) and (ix) Transportation Surcharge (see [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge)). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/Customer or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At

Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits must be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 15% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts; until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER**

**AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.** Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return

Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item. Sunbelt retains title to the item until Customer has paid in full for the item.

15) **DEFAULT.** Customer shall be in default if Sunbelt deems their insurance or if: (a) Customer (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required; or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16) **CRIMINAL WARNING.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) **ENVIRONMENTAL SERVICES CHARGE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay fuel gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full of fuel, Customer will obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - If Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Fuel Option - If Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

20) **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INCUCEMENT TO ENTERING INTO THIS CONTRACT.**

21) **ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

22) **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain

amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (B) obtaining any required documentation necessary for return of the Equipment; and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to [www.bis.doc.gov](http://www.bis.doc.gov) for information.

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at [www.sunbeltrentals.com/privacypolicy](http://www.sunbeltrentals.com/privacypolicy).

24) **GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) **FORCE MAJEURE.** Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Events"):

(a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

Additional terms and conditions for Shoring can be found at <https://www.sunbeltrentals.com/about/shoring-terms-and-conditions/>.

Rev Date 06/18/2021

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING THE PURCHASE OF OUTDOOR EQUIPMENT FOR TRINITY PARK FITNESS THROUGH  
THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE PRICING SYSTEM**

**Resolution**

**WHEREAS**, the Borough of Oceanport is a party to a cooperative purchasing agreement with the Educational Services Commission of New Jersey, a cooperative purchasing program organized pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-10, and

**WHEREAS**, the Local Public Contracts Law authorizes a municipality to acquire goods and services through a duly formed cooperative purchasing system without advertising for bids, and

**WHEREAS**, planned improvements for the Trinity Park Improvements Project include the purchase and installation of outdoor equipment; and

**WHEREAS**, the Educational Services Commission of NJ has awarded a contract to MRC, Inc., PO Box 106, Spring Lake, NJ 07762 (Contract #65MCESCCPS, ESCNJ 24/25-01, 7/1/24 - 6/30/26) for playground and outdoor circuit training equipment and the Borough desires to purchase a Game Time - Thrive 450 Fitness gym pursuant with their proposal dated November 4, 2024 for a total contract in the amount of \$41,253.98.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council that the award of a contract to MRC, Inc., PO Box 106, Spring Lake, NJ 07762 (Contract #65MCESCCPS, ESCNJ 24/25-01, 7/1/24 - 6/30/26) for the purchase of a Game Time - Thrive 450 Fitness gym for installation at Trinity Park for a total amount not to exceed \$41,253.98 is hereby authorized.

**BE IT FURTHER RESOLVED**, that the within Resolution shall be subject to the Borough Chief Financial Officer 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, certify that there are sufficient funds available in Open Space Account #06-270-00-500-021 for a total amount not to exceed \$41,253.98 for the stated purpose.

  
\_\_\_\_\_  
Catherine D. LaPorta, CFO



MRC  
PO Box 106  
Spring Lake, NJ 07762  
Ph: 732-458-1111  
Email: MRC@GAMETIME.COM  
Web: www.mrcrec.com

02/23/2024  
Quote #  
109474-01-02

## NJ Oceanport Borough Trinity Park Fitness

Oceanport Borough of  
Attn: Donna Phelps  
315 East Main Street  
Oceanport, NJ 07757  
Phone: 732-222-8221  
dphelps@oceanportboro.com

Ship to Zip 07757

| Quantity                 | Part #  | Description                                                              | Unit Price       | Amount             |
|--------------------------|---------|--------------------------------------------------------------------------|------------------|--------------------|
| 1                        | 14912   | GameTime - Thrive 450<br>[Accent: _____] [Basic: _____] [Basic 2: _____] | \$31,687.00      | \$31,687.00        |
| 1                        | INSTALL | GameTime - BY A CERTIFIED INSTALLER                                      | \$10,140.00      | \$10,140.00        |
| Contract: ESC New Jersey |         |                                                                          | <b>Sub Total</b> | \$41,827.00        |
|                          |         |                                                                          | <b>Discount</b>  | (\$3,168.70)       |
|                          |         |                                                                          | <b>Freight</b>   | \$2,595.68         |
|                          |         |                                                                          | <b>Total</b>     | <b>\$41,253.98</b> |

### Comments

ESCNJ 20/21 06 65 MCESCCPS

OFFLOADING UPON DELIVERY AND SAFETY SURFACING ARE NOT INCLUDED IN THIS PROPOSAL

TAX EXEMPTION CERTIFICATE IS NEEDED WHEN ORDERING OR TAXES MAY BE APPLIED

KD/hd

This quotation is subject to the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to **MRC, INC.** Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

**PRICING / PAYMENT:** Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to **MRC, INC.** Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

**TAXES:** State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

**FREIGHT/SHIPMENT:** Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 14-16 weeks after Marturano's receipt and acceptance of your PURCHASE ORDER, signed quotation, drawing approval (if required) and color selections. Some products may require longer lead times. Consult with your Sales Representative for any extended lead times that may apply to your order.

**RECEIPT OF GOODS:** Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

**EXCLUSIONS:** Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

**TO ORDER:** Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.





MRC  
PO Box 106  
Spring Lake, NJ 07762  
Ph: 732-458-1111  
Email: MRC@GAMETIME.COM  
Web: www.mrcrec.com

02/23/2024  
Quote #  
109474-01-02

## NJ Oceanport Borough Trinity Park Fitness

Sales Representative: Keith Davis/hd

Acceptance of quotation: **(ALL INFORMATION REQUIRED)**

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Purchase Amount: **\$41,253.98**

Order Information: **(ALL INFORMATION REQUIRED)**

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Bill To Contact: \_\_\_\_\_

Ship To Contact: \_\_\_\_\_

Bill To Email: \_\_\_\_\_

Ship To Email: \_\_\_\_\_

Bill To Phone: \_\_\_\_\_

Ship To Phone: (Office): \_\_\_\_\_

(Cell): \_\_\_\_\_

Bill to Address: \_\_\_\_\_

Ship To Address: \_\_\_\_\_

Bill To City, State, Zip: \_\_\_\_\_

Ship To City, State, Zip: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

**(PLEASE PROVIDE A COPY OF CERTIFICATE)**



**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AWARDING CONTRACT FOR PROFESSIONAL SERVICES TO COLLIERS ENGINEERING & DESIGN  
FOR PREPARATION OF BID SPECIFICATION AND BID SERVICES FOR THE BOROUGH'S SOLID  
WASTE & RECYCLING SERVICES**

**Resolution**

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

**WHEREAS**, there is a need for the Borough to obtain professional services for the preparation of bid specifications and bidding services for the next solid waste and recycling collection contract; and

**WHEREAS**, the services to be provided are deemed to be "professional services" pursuant to the Local Public Contracts Law (N.J.S.A. 40:A 11-1, et seq.) and

**WHEREAS**, the Local Public Contracts Law authorizes the awarding of a Contract for "professional services" without public advertising for bids, provided that the Resolution authorizing the Contract and the Contract itself, are available for public inspection in the Office of the Borough Clerk and that notice of the awarding of the Contract is published in a newspaper of general circulation in the Municipality; and

**WHEREAS**, Colliers Engineering has submitted a proposal dated October 16, 2024 to provide said services on a per diem/hourly basis with an estimated budget of \$11,510.00 and having considered the matter, the Borough now wishes to authorize the Borough Engineer, Colliers Engineering to perform the associated services for the project.

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

1. That the Borough of Oceanport has awarded a Professional Service Contract to Colliers Engineering & Design as Borough Engineer for 2024 and the work to be performed will be consistent with their existing contract and a proposal for services dated October 16, 2024 for the preparation of bid specifications and bidding services for the next solid waste and recycling collection contract..
2. That the compensation associated with the proposal shall not exceed \$11,510.00.
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.
4. That the Borough Clerk shall publish a notice of the award in the Two River Times and the resolution and contract shall remain on file in the Borough Clerk's office.

**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 funds are available in Account #01-201-26-305-201, not to exceed \$7,600.00 for the above referenced professional services contract.

  
Catherine D. LaPorta, CFO

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



October 16, 2024

**VIA EMAIL**

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

Proposal for Professional Services  
Solid Waste and Recyclable Materials Collection and Disposal Services  
Borough of Oceanport, Monmouth County, New Jersey  
Colliers Engineering & Design Proposal No.: OPB-001P

Dear Mayor and Council Members,

Colliers Engineering & Design, Inc. is pleased to submit this proposal to provide professional services for collection, removal and disposal of Solid Waste, Garbage, Refuse and Recyclable Materials from within the territorial boundaries of the Borough.

It is our understanding that based on the attached Resolutions #2020-122 and #2020-123, the existing contracts expire on May 3, 2025, and the Borough desires to have a new contract in place by that time.

The Borough is currently divided into three (3) garbage zones and two (2) recycling zones. The current schedule provides for two (2) garbage pickups per week and two recycling pickups per month.

The Borough desires to request bids for the following four (4) options:

- **Option No. 1** – Maintain current zones and schedules.
- **Option No. 2** – Reduce garbage zones down to two (2) thus eliminating Saturday pickup.
- **Option No. 3** – Reduce garbage zones down to two (2) and increase recycling schedule to provide weekly pick up.
- **Option No. 4** – Revise garbage zones down to two (2) and reduce pickups to once a week. This option will require distribution of large "Robo" cans for garbage and recycling to the residents. The Recycling schedule is unchanged.



This proposal is divided into four sections as follows:

**Section I** – Scope of Services

**Section II** – Business Terms and Conditions

**Section III** – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

**Section IV** – Client Contract Authorization

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

## Section I – Scope of Services

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

### **PHASE 1.0 BID SPECIFICATIONS**

CED shall revise the bid specifications for the Collection and Disposal of Solid Waste and Recyclables in the Borough of Oceanport. We shall use the Uniform template provided by the State of New Jersey and modify it to meet the Borough's requirements. The bids will be prepared to provide for up to a five (5) year contract permitting the Mayor and Council to choose the contract period they determine to be most advantageous to the Borough. Up to four (4) different proposal options will be prepared to provide the Council a choice of which collection option is most beneficial to the Borough.

To complete this phase of services, CED will complete the following tasks:

- Review existing contract, modify the contract as required and create a draft technical section of the contract to be reviewed by with the Borough.
- Meet online with designated Borough personnel to discuss the draft document specifications and needs.
- Complete draft technical sections of the new contract to be used in the New Jersey template in accordance with N.J. Admin. Code § 7:26H-6.1.
- Second meeting with designated Borough personnel to present and discuss the final draft technical sections of the new contract.

**Phase 1.0 Lump Sum Fee**

**\$7,690.00**

## **PHASE 2.0 BIDDING SERVICES**

The scope of work under this phase will include the following tasks:

- Prepare a bid package for advertising and coordinate with Borough Attorney to complete the document. Note, bidding for this type of contract shall be out to bid (OTB) for a minimum of 60 days.
- Coordinate document distribution.
- Advertise for bids.
- Issue contract clarifications and/or addenda [assume one (1) addendum].
- Attend bid opening in person.
- Tabulation and analysis of bid results and provide technical recommendations.
- Furnish recommendation on the award of the construction contract.
- Assist in the preparation of formal contract documents for the award of the contract.

### **Phase 2.0 Lump Sum Fee**

**\$3,820.00**

### **Anticipated Schedule**

November 7, 2024 – Anticipated Borough authorization

December 13, 2024 – Contract is out to bid (OTB)

February 12, 2025 – Bid opening

February 20, 2025 – Contract award

### **Schedule of Fees**

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

| <b>Phase Name</b>            | <b>Fee</b>         |
|------------------------------|--------------------|
| PHASE 1.0 BID SPECIFICATIONS | \$ 7,690.00        |
| PHASE 2.0 BIDDING SERVICES   | \$ 3,820.00        |
| <b>TOTAL FEE</b>             | <b>\$11,510.00</b> |



This Contract and Fee Schedule are based upon the acceptance of CED's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

## Exclusions and Understandings

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

- Services not specifically outlined in Section I.

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

## Section II – Business Terms and Conditions

The Business Terms and Conditions are in accordance with the original Agreement on file with the Borough.

## Section III – Rate Schedule

The Rate Schedule is on file with the Borough.

## Section IV – Client Contract Authorization

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid until December 30, 2024.



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

Sincerely,

Colliers Engineering & Design, Inc.

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

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

WHW/sab/rb

cc: Donna Phelps, Borough Administrator (via email)  
Jeanne Smith, RMC, Borough Clerk (via email)  
Katie LaPorta, CFO (via email)

R:\Projects\M-P\Opb\Opb001\Proposals\2024\241016\_WHW\_Council\_WasteDisposal\_Proposal.docx

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AWARDING A CONTRACT PROPOSAL C-1 ONLY FOR SOLID WASTE  
COLLECTION & DISPOSAL TO SUBURBAN DISPOSAL**

**Resolution #2020-122  
05/7/20**

**WHEREAS**, the Borough of Oceanport solicited bids in connection with Solid Waste Collection and Disposal Services and Recycling Collection and Disposal; and

**WHEREAS**, the said bid solicitation process was effectuated in accordance with prevailing provisions 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 solicitation process, the Borough of Oceanport received two (2) bids; and

**WHEREAS**, the Borough Engineer and Borough Attorney reviewed the bids and the Borough Engineer prepared a written summation of the submitted proposals; and

**WHEREAS**, bids were received with alternate proposals 1-5 with add on for bulk waste collection and disposal; and

**WHEREAS**, the Borough Council has considered same and now desires to proceed with Proposal C-1; and

**WHEREAS**, the lowest responsible bid was submitted by Suburban Disposal Inc., hereinafter referred to as "Contractor" in the sum of \$604,000 bid amount for two years, with three one-year options in the amounts of \$314,000.00, \$329,000.00, and \$342,000.00, respectively; and

**WHEREAS**, this contract entails collection and disposal of solid waste only; and

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

**WHEREAS**, the Borough shall provide sufficient funds in its annual budget for each of the five (5) years for the purpose of fulfilling the terms and conditions of this contract; and

**WHEREAS**, awarding such a Contract to Suburban Disposal Inc. will be in the best interest of the Borough and its residents,

**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 Proposal C-1 for the solid waste collection and disposal services to Suburban Disposal Inc. subject to conditions set forth herein.
2. That the said Contract shall be in the sum of \$604,000 bid amount for two years, with three one-year options in the amounts of \$314,000.00, \$329,000.00, and \$342,000.00, respectively; and
3. 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.

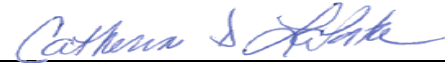
**BE IT FURTHER RESOLVED**, that the Mayor and Clerk are hereby authorized to sign any and all documents necessary to effectuate the intentions of the within Resolution - including, but not limited to, the Contract, subject to the Certification of Funds by the Chief Financial Officer.

**BE IT FURTHER RESOLVED**, that the Borough Clerk is hereby authorized to return all bid security, except the security of the three (3) apparent lowest responsible bidders. Upon return of said security the bids of such bidders shall be considered withdrawn.

**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

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify that funds for the purpose stated herein are subject to sufficient funds being appropriated in the annual budget for each year of the contract.



Catherine D. LaPorta, CFO

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                         |
| <b>MOVER:</b>    | William Deerin, Councilman                         |
| <b>SECONDER:</b> | Richard Gallo, Councilman                          |
| <b>AYES:</b>     | Deerin, Gallo, Keeshen, O'Brien,<br>Tvrdik, Walker |

I certify that the foregoing Resolution #2020-122 was adopted by the Oceanport Governing Body at the Regular Meeting held May 7, 2020



JEANNE SMITH, RMC  
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AWARDING A CONTRACT PROPOSAL C-2 FOR RECYCLING COLLECTION  
& DISPOSAL TO SUBURBAN DISPOSAL**

**Resolution #2020-123  
05/7/20**

**WHEREAS**, the Borough of Oceanport solicited bids in connection with Solid Waste Collection and Disposal Services and Recycling Collection and Disposal; and

**WHEREAS**, the said bid solicitation process was effectuated in accordance with prevailing provisions 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 solicitation process, the Borough of Oceanport received two (2) bids; and

**WHEREAS**, the Borough Engineer and Borough Attorney reviewed the bids and the Borough Engineer prepared a written summation of the submitted proposals; and

**WHEREAS**, bids were received with alternate proposals 1-5 with alternate add on for bulk waste collection and disposal; and

**WHEREAS**, the Borough Council has considered same and now desires to proceed with a separate contract for Proposal C-2 for recycling collection and disposal; and

**WHEREAS**, the lowest responsible bid was submitted by Suburban Disposal Inc., hereinafter referred to as "Contractor" in the sum of \$148,000 bid amount for two years, with three one-year options in the amounts of \$82,000.00, \$85,000.00, and \$90,000.00, respectively; and

**WHEREAS**, this contract entails curbside collection and disposal of recyclables, being aluminum, glass, bimetal, plastic, newspaper and cardboard; and

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

**WHEREAS**, the Borough shall provide sufficient funds in its annual budget for each of the five (5) years for the purpose of fulfilling the terms and conditions of this contract; and

**WHEREAS**, awarding such a Contract to Suburban Disposal Inc. will be in the best interest of the Borough and its residents,

**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 Proposal C-2 for curbside collection and disposal services of recyclables to Suburban Disposal Inc. subject to conditions set forth herein.
2. That the said Contract shall be in the sum of \$148,000 bid amount for two years, with three one-year options in the amounts of \$82,000.00, \$85,000.00, and \$90,000.00, respectively; and
3. 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.

**BE IT FURTHER RESOLVED**, 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 Certification of Funds by the Chief Financial Officer.

**BE IT FURTHER RESOLVED**, that the Borough Clerk is hereby authorized to return all bid security, except the security of the three (3) apparent lowest responsible bidders. Upon return of said security the bids of such bidders shall be considered withdrawn.

**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

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify that funds for the purpose stated herein are subject to sufficient funds being appropriated in the annual budget for each year of the contract.



Catherine D. LaPorta, CFO

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                         |
| <b>MOVER:</b>    | Richard Gallo, Councilman                          |
| <b>SECONDER:</b> | William Deerin, Councilman                         |
| <b>AYES:</b>     | Deerin, Gallo, Keeshen, O'Brien,<br>Tvrdik, Walker |

I certify that the foregoing Resolution #2020-123 was adopted by the Oceanport Governing Body at the Regular Meeting held May 7, 2020



JEANNE SMITH, RMC  
BOROUGH CLERK



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

6.14.a

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

April 16, 2020

VIA EMAIL

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

Re: Solid Waste/Recycling Collection  
Borough of Oceanport, Monmouth County, New Jersey  
Project No. OPB-168

Dear Mayor and Council:

On Tuesday, April 14, 2020, at 11:00 a.m., bids were received for the Borough's Collection of Solid Waste and Recycling. The contract was bid out with several options in order to permit Mayor and Council to have cost saving options to choose from. The following matrix provides a brief summary of the five proposals.

| PROPOSAL | NUMBER OF<br>CONTRACTS TO<br>BE AWARDED | NUMBER OF<br>SOLID WASTE<br>DISTRICTS | NUMBER OF<br>RECYCLING<br>DISTRICTS | RECYCLING<br>COLLECTIONS<br>PER<br>MONTH/DISTRICT |
|----------|-----------------------------------------|---------------------------------------|-------------------------------------|---------------------------------------------------|
| A        | 1                                       | 3                                     | 2                                   | 2                                                 |
| B        | 1                                       | 2                                     | 2                                   | 2                                                 |
| C        | 2                                       | 3                                     | 2                                   | 2                                                 |
| D        | 2                                       | 2                                     | 2                                   | 2                                                 |
| E        | 1                                       | 2                                     | 1                                   | 5                                                 |

Proposals C & D proposed to award separate contracts for Solid Waste and Recycling Collection. Proposal E is similar to West Long Branch in that it provides for weekly recycling collection for the entire Borough with alternating collection of glass, aluminum, tin and plastic one week and mixed paper, newspaper, cardboard and chipboard the next week. Bulk waste pick up has been reduced to the first Solid Waste Collection of the month to reduce costs and was bid as an Add Alternate Bid Item.

Our office has reviewed the bids and found them to be in order. Attached to this letter is a copy of the Bid Summary. Please note that Republic Services did not bid on the Bulk Waste Collection. A comparison of bids based on the maximum contract duration is as follows:



#### 5 Year Total of Solid Waste and Recycling Collection

| PROPOSAL | Suburban Disposal Inc. | Republic Services |
|----------|------------------------|-------------------|
| A        | \$ 1,994,000.00        | \$ 2,663,710.00   |
| B        | \$ 1,994,000.00        | NO BID            |
| C        | \$ 1,994,000.00        | NO BID            |
| D        | \$ 1,994,000.00        | NO BID            |
| E        | \$ 2,399,000.00        | NO BID            |

#### 5 Year Total of Solid Waste, Recycling, and Bulk Collection

| PROPOSAL | Suburban Disposal Inc. | Republic Services |
|----------|------------------------|-------------------|
| A        | \$ 2,182,000.00        | NO BID            |
| B        | \$ 2,182,000.00        | NO BID            |
| C        | \$ 2,182,000.00        | NO BID            |
| D        | \$ 2,182,000.00        | NO BID            |
| E        | \$ 2,587,000.00        | NO BID            |

The lowest responsive bidder for all proposals is Suburban Disposal Inc., the current contractor for the Borough. The current contract expires on May 31, 2020. The lowest bid in the original bid receipt in November 2019 for the 5-year period was \$2,381,000.00.

The bid specifications were set up for a two-year contract with up to three one-year renewals. This method allows the Borough to rebid the contract should circumstances change that are in favor of the Borough prior to renewing for years 3-5. The total cost for the two-year contract period is included in the Bid Tabulation. Our recommendation would be for the Mayor and Council to award Proposal A as this would impact the residents the least as the collection schedule would be unchanged except for the bulk pickup only once a month as opposed once a week.

Any recommendation of award from the Council should be conditioned upon the review and approval of the bid documents by the Borough Attorney and the availability of funds.

Should you 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)  
Scott Arnette, Esq., Borough Attorney (with enclosure)

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| COLLECTION OF SOLID WASTE AND RECYCLABLES         |                                               | Three (3) Solid Waste Districts |                   |
|---------------------------------------------------|-----------------------------------------------|---------------------------------|-------------------|
| BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY |                                               | Two (2) recyclable districts    |                   |
| MC PROJECT NO. OPB-168                            |                                               | (commingled recyclables)        |                   |
| April 14, 2020                                    |                                               |                                 |                   |
| Proposal A (two recyclable pick ups/month)        |                                               | SUBURBAN DISPOSAL INC           | REPUBLIC SERVICES |
| YEAR 1                                            | Furnish Basic Solid Waste Collection Services | \$298,000.00                    | \$325,950.00      |
|                                                   | Furnish Basic Recycling Collection Services   | \$73,000.00                     | \$165,843.00      |
|                                                   | Subtotal                                      | \$371,000.00                    | \$491,793.00      |
|                                                   |                                               |                                 |                   |
| YEAR 2                                            | Furnish Basic Solid Waste Collection Services | \$306,000.00                    | \$338,988.00      |
|                                                   | Furnish Basic Recycling Collection Services   | \$75,000.00                     | \$172,477.00      |
|                                                   | Subtotal                                      | \$381,000.00                    | \$511,465.00      |
|                                                   |                                               |                                 |                   |
| YEAR 3                                            | Furnish Basic Solid Waste Collection Services | \$314,000.00                    | \$352,548.00      |
|                                                   | Furnish Basic Recycling Collection Services   | \$82,000.00                     | \$179,376.00      |
|                                                   | Subtotal                                      | \$396,000.00                    | \$531,924.00      |
|                                                   |                                               |                                 |                   |
| YEAR 4                                            | Furnish Basic Solid Waste Collection Services | \$329,000.00                    | \$366,649.00      |
|                                                   | Furnish Basic Recycling Collection Services   | \$85,000.00                     | \$186,551.00      |
|                                                   | Subtotal                                      | \$414,000.00                    | \$553,200.00      |
|                                                   |                                               |                                 |                   |
| YEAR 5                                            | Furnish Basic Solid Waste Collection Services | \$342,000.00                    | \$381,315.00      |
|                                                   | Furnish Basic Recycling Collection Services   | \$90,000.00                     | \$194,013.00      |
|                                                   | Subtotal                                      | \$432,000.00                    | \$575,328.00      |
|                                                   |                                               |                                 |                   |
| 5 YEAR TOTAL                                      |                                               | \$1,994,000.00                  | \$2,663,710.00    |

| Add Alternate A-1 Bulk Waste Pick-up |                                        | SUBURBAN DISPOSAL INC | REPUBLIC SERVICES |
|--------------------------------------|----------------------------------------|-----------------------|-------------------|
| YEAR 1                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 2                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 3                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 4                               | Furnish Bulk Waste Collection Services | \$40,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 5                               | Furnish Bulk Waste Collection Services | \$40,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| 5 YEAR TOTAL                         |                                        | \$188,000.00          | No Bid            |

|                    |                |                |
|--------------------|----------------|----------------|
| 2 YEAR GRAND TOTAL | \$824,000.00   | \$1,003,258.00 |
| 5 YEAR GRAND TOTAL | \$2,182,000.00 | \$2,663,710.00 |

- Does not include Bulk waste Pick-up



|                                                   |                               |
|---------------------------------------------------|-------------------------------|
| COLLECTION OF SOLID WASTE AND RECYCLABLES         | Two (2) Solid Waste Districts |
| BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY | Two (2) recyclable districts  |
| MC PROJECT NO. OPB-168                            | (commingled recyclables)      |
| April 14, 2020                                    |                               |

| Proposal B (two recyclable pick ups/month) |                                               | SUBURBAN DISPOSAL INC | REPUBLIC SERVICES |
|--------------------------------------------|-----------------------------------------------|-----------------------|-------------------|
| YEAR 1                                     | Furnish Basic Solid Waste Collection Services | \$298,000.00          | No Bid            |
|                                            | Furnish Basic Recycling Collection Services   | \$73,000.00           | No Bid            |
|                                            | Subtotal                                      | \$371,000.00          | No Bid            |
|                                            |                                               |                       |                   |
| YEAR 2                                     | Furnish Basic Solid Waste Collection Services | \$306,000.00          | No Bid            |
|                                            | Furnish Basic Recycling Collection Services   | \$75,000.00           | No Bid            |
|                                            | Subtotal                                      | \$381,000.00          | No Bid            |
|                                            |                                               |                       |                   |
| YEAR 3                                     | Furnish Basic Solid Waste Collection Services | \$314,000.00          | No Bid            |
|                                            | Furnish Basic Recycling Collection Services   | \$82,000.00           | No Bid            |
|                                            | Subtotal                                      | \$396,000.00          | No Bid            |
|                                            |                                               |                       |                   |
| YEAR 4                                     | Furnish Basic Solid Waste Collection Services | \$329,000.00          | No Bid            |
|                                            | Furnish Basic Recycling Collection Services   | \$85,000.00           | No Bid            |
|                                            | Subtotal                                      | \$414,000.00          | No Bid            |
|                                            |                                               |                       |                   |
| YEAR 5                                     | Furnish Basic Solid Waste Collection Services | \$342,000.00          | No Bid            |
|                                            | Furnish Basic Recycling Collection Services   | \$90,000.00           | No Bid            |
|                                            | Subtotal                                      | \$432,000.00          | No Bid            |
|                                            |                                               |                       |                   |
| 5 YEAR TOTAL                               |                                               | \$1,994,000.00        | No Bid            |

| Add Alternate B-1 Bulk Waste Pick-up |                                        | SUBURBAN DISPOSAL INC | REPUBLIC SERVICES |
|--------------------------------------|----------------------------------------|-----------------------|-------------------|
| YEAR 1                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 2                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 3                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 4                               | Furnish Bulk Waste Collection Services | \$40,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 5                               | Furnish Bulk Waste Collection Services | \$40,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| 5 YEAR TOTAL                         |                                        | \$188,000.00          | No Bid            |

|                    |                |        |
|--------------------|----------------|--------|
| 2 YEAR GRAND TOTAL | \$824,000.00   | No Bid |
| 5 YEAR GRAND TOTAL | \$2,182,000.00 | No Bid |



COLLECTION OF SOLID WASTE AND RECYCLABLES  
BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY  
MC PROJECT NO. OPB-168  
April 14, 2020

Three (3) Solid Waste Districts  
Two (2) recyclable districts  
(commingled recyclables)

| Proposal C-1 Solid Waste collection only (seperate Contract) |                                                                   | SUBURBAN DISPOSAL INC | REPUBLIC SERVICES |
|--------------------------------------------------------------|-------------------------------------------------------------------|-----------------------|-------------------|
| YEAR 1                                                       | Furnish Basic Solid Waste Collection Services (seperate Contract) | \$298,000.00          | No Bid            |
|                                                              |                                                                   |                       |                   |
| YEAR 2                                                       | Furnish Basic Solid Waste Collection Services                     | \$306,000.00          | No Bid            |
|                                                              |                                                                   |                       |                   |
| YEAR 3                                                       | Furnish Basic Solid Waste Collection Services                     | \$314,000.00          | No Bid            |
|                                                              |                                                                   |                       |                   |
| YEAR 4                                                       | Furnish Basic Solid Waste Collection Services                     | \$329,000.00          | No Bid            |
|                                                              |                                                                   |                       |                   |
| YEAR 5                                                       | Furnish Basic Solid Waste Collection Services                     | \$342,000.00          | No Bid            |
|                                                              |                                                                   |                       |                   |
| 5 YEAR TOTAL                                                 |                                                                   | \$1,589,000.00        | No Bid            |

| Add Alternate C-1 Bulk Waste Pick-up |                                        | SUBURBAN DISPOSAL INC | REPUBLIC SERVICES |
|--------------------------------------|----------------------------------------|-----------------------|-------------------|
| YEAR 1                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 2                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 3                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 4                               | Furnish Bulk Waste Collection Services | \$40,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 5                               | Furnish Bulk Waste Collection Services | \$40,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| 5 YEAR TOTAL                         |                                        | \$188,000.00          | No Bid            |

| Proposal C-2 Recycling collection only (two recyclable pick ups/month) |                                             | SUBURBAN DISPOSAL INC | REPUBLIC SERVICES |
|------------------------------------------------------------------------|---------------------------------------------|-----------------------|-------------------|
| YEAR 1                                                                 | Furnish Basic Recycling Collection Services | \$73,000.00           | No Bid            |
|                                                                        |                                             |                       |                   |
| YEAR 2                                                                 | Furnish Basic Recycling Collection Services | \$75,000.00           | No Bid            |
|                                                                        |                                             |                       |                   |
| YEAR 3                                                                 | Furnish Basic Recycling Collection Services | \$82,000.00           | No Bid            |
|                                                                        |                                             |                       |                   |
| YEAR 4                                                                 | Furnish Basic Recycling Collection Services | \$85,000.00           | No Bid            |
|                                                                        |                                             |                       |                   |
| YEAR 5                                                                 | Furnish Basic Recycling Collection Services | \$90,000.00           | No Bid            |
|                                                                        |                                             |                       |                   |
| 5 YEAR TOTAL                                                           |                                             | \$405,000.00          | No Bid            |

2 YEAR GRAND TOTAL

\$824,000.00

No Bid

5 YEAR GRAND TOTAL

\$2,182,000.00

No Bid

**COLLECTION OF SOLID WASTE AND RECYCLABLES**  
**BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY**  
**MC PROJECT NO. OPB-168**  
**April 14, 2020**

**Two (2) Solid Waste Districts**  
**Two (2) recyclable districts**  
**(commingled recyclables)**

| Proposal D-1 Solid Waste collection only (seperate Contract) |                                                                   | SUBURBAN DISPOSAL INC | REPUBLIC SERVICES |
|--------------------------------------------------------------|-------------------------------------------------------------------|-----------------------|-------------------|
| YEAR 1                                                       | Furnish Basic Solid Waste Collection Services (seperate Contract) | \$298,000.00          | No Bid            |
|                                                              |                                                                   |                       |                   |
| YEAR 2                                                       | Furnish Basic Solid Waste Collection Services                     | \$306,000.00          | No Bid            |
|                                                              |                                                                   |                       |                   |
| YEAR 3                                                       | Furnish Basic Solid Waste Collection Services                     | \$314,000.00          | No Bid            |
|                                                              |                                                                   |                       |                   |
| YEAR 4                                                       | Furnish Basic Solid Waste Collection Services                     | \$329,000.00          | No Bid            |
|                                                              |                                                                   |                       |                   |
| YEAR 5                                                       | Furnish Basic Solid Waste Collection Services                     | \$342,000.00          | No Bid            |
|                                                              |                                                                   |                       |                   |
| 5 YEAR TOTAL                                                 |                                                                   | \$1,589,000.00        | No Bid            |

| Add Alternate D-1 Bulk Waste Pick-up |                                        | SUBURBAN DISPOSAL INC | REPUBLIC SERVICES |
|--------------------------------------|----------------------------------------|-----------------------|-------------------|
| YEAR 1                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 2                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 3                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 4                               | Furnish Bulk Waste Collection Services | \$40,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 5                               | Furnish Bulk Waste Collection Services | \$40,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| 5 YEAR TOTAL                         |                                        | \$188,000.00          | No Bid            |

| Proposal D-2 Recycling collection only (two recyclable pick ups/month) |                                             | SUBURBAN DISPOSAL INC | REPUBLIC SERVICES |
|------------------------------------------------------------------------|---------------------------------------------|-----------------------|-------------------|
| YEAR 1                                                                 | Furnish Basic Recycling Collection Services | \$73,000.00           | No Bid            |
|                                                                        |                                             |                       |                   |
| YEAR 2                                                                 | Furnish Basic Recycling Collection Services | \$75,000.00           | No Bid            |
|                                                                        |                                             |                       |                   |
| YEAR 3                                                                 | Furnish Basic Recycling Collection Services | \$82,000.00           | No Bid            |
|                                                                        |                                             |                       |                   |
| YEAR 4                                                                 | Furnish Basic Recycling Collection Services | \$85,000.00           | No Bid            |
|                                                                        |                                             |                       |                   |
| YEAR 5                                                                 | Furnish Basic Recycling Collection Services | \$90,000.00           | No Bid            |
|                                                                        |                                             |                       |                   |
| 5 YEAR TOTAL                                                           |                                             | \$405,000.00          | No Bid            |

2 YEAR GRAND TOTAL

\$824,000.00

No Bid

5 YEAR GRAND TOTAL

\$2,182,000.00

No Bid



| COLLECTION OF SOLID WASTE AND RECYCLABLES         |                                               | Two (2) Solid Waste Districts |                   |
|---------------------------------------------------|-----------------------------------------------|-------------------------------|-------------------|
| BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY |                                               | One (1) recyclable districts  |                   |
| MC PROJECT NO. OPB-168                            |                                               | (seperated recyclables)       |                   |
| April 14, 2020                                    |                                               |                               |                   |
| Proposal E (five recyclable pick ups/month)       |                                               | SUBURBAN DISPOSAL INC         | REPUBLIC SERVICES |
| YEAR 1                                            | Furnish Basic Solid Waste Collection Services | \$298,000.00                  | \$325,950.00      |
|                                                   | Furnish Basic Recycling Collection Services   | \$146,000.00                  | \$165,843.00      |
|                                                   | Subtotal                                      | \$444,000.00                  | \$491,793.00      |
|                                                   |                                               |                               |                   |
| YEAR 2                                            | Furnish Basic Solid Waste Collection Services | \$306,000.00                  | No Bid            |
|                                                   | Furnish Basic Recycling Collection Services   | \$150,000.00                  | No Bid            |
|                                                   | Subtotal                                      | \$456,000.00                  | No Bid            |
|                                                   |                                               |                               |                   |
| YEAR 3                                            | Furnish Basic Solid Waste Collection Services | \$314,000.00                  | No Bid            |
|                                                   | Furnish Basic Recycling Collection Services   | \$164,000.00                  | No Bid            |
|                                                   | Subtotal                                      | \$478,000.00                  | No Bid            |
|                                                   |                                               |                               |                   |
| YEAR 4                                            | Furnish Basic Solid Waste Collection Services | \$329,000.00                  | No Bid            |
|                                                   | Furnish Basic Recycling Collection Services   | \$170,000.00                  | No Bid            |
|                                                   | Subtotal                                      | \$499,000.00                  | No Bid            |
|                                                   |                                               |                               |                   |
| YEAR 5                                            | Furnish Basic Solid Waste Collection Services | \$342,000.00                  | No Bid            |
|                                                   | Furnish Basic Recycling Collection Services   | \$180,000.00                  | No Bid            |
|                                                   | Subtotal                                      | \$522,000.00                  | No Bid            |
|                                                   |                                               |                               |                   |
| 5 YEAR TOTAL                                      |                                               | \$2,399,000.00                | No Bid            |

| Add Alternate E-1 Bulk Waste Pick-up |                                        | SUBURBAN DISPOSAL INC | REPUBLIC SERVICES |
|--------------------------------------|----------------------------------------|-----------------------|-------------------|
| YEAR 1                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 2                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 3                               | Furnish Bulk Waste Collection Services | \$36,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 4                               | Furnish Bulk Waste Collection Services | \$40,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| YEAR 5                               | Furnish Bulk Waste Collection Services | \$40,000.00           | No Bid            |
|                                      |                                        |                       |                   |
| 5 YEAR TOTAL                         |                                        | \$188,000.00          | No Bid            |

|                    |                |        |
|--------------------|----------------|--------|
| 2 YEAR GRAND TOTAL | \$972,000.00   | No Bid |
| 5 YEAR GRAND TOTAL | \$2,587,000.00 | No Bid |

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING A WAIVER OF §390-17(F) ACCESSORY STRUCTURES FOR 47 ALGONQUIN AVE**

**Resolution**

**WHEREAS**, resident Robert Sullivan on behalf of owner Maureen Sullivan of 47 Algonquin Ave desires to install Belgian block framing of the driveway and driveway apron - a portion of which lies within the Borough's right of way along Algonquin Ave frontage of the property; and

**WHEREAS**, Mr. Sullivan intends to apply for a Zoning approval for the project but for the requirement of §390-17(F) *Improvements shall not be placed or constructed within the Borough's right-of-way, i.e., sprinkler heads, decorative mailbox columns, pillars, fencing and any curbing, specialty or otherwise, such as Belgian block, not part of an approved development plan, a Borough road-improvement program or a right-of-way not having curbing without written permission from the Borough Council. Such items that are placed in the Borough rights-of-way shall not be the responsibility of the Borough should they be damaged, whether it be by snow plowing or otherwise,*

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of the Borough of Oceanport that a waiver of Borough Code §390-17(F) for the proposed Belgian block curbing and driveway apron proposed for 47 Algonquin Ave is hereby authorized subject to the following conditions:

1. Property Owner(s) accepting full responsibility for the construction maintenance or failure of the proposed improvement and all existing improvements currently placed within the Borough's right of ways.
2. The Property Owner(s) entering into a hold harmless agreement with the Borough of Oceanport agreeing to release, indemnify and hold the Borough harmless from any loss damage or liability, including Attorney Fees and expenses of litigation or otherwise stemming from the performance, installation, maintenance, failure or existence of the work to be performed at that site.
3. Subject to the application and issuance of a Street Opening Permit from the Department of Public Works.

**From:** [Rob Sullivan](#)  
**To:** [Jeanne Smith](#)  
**Cc:** [Stephanie Kramer](#)  
**Subject:** 47 Algonquin Ave/390-19F Waiver Request  
**Date:** Monday, October 28, 2024 1:26:09 PM  
**Attachments:** [47 Algonquin Driveway Edging.pdf](#)

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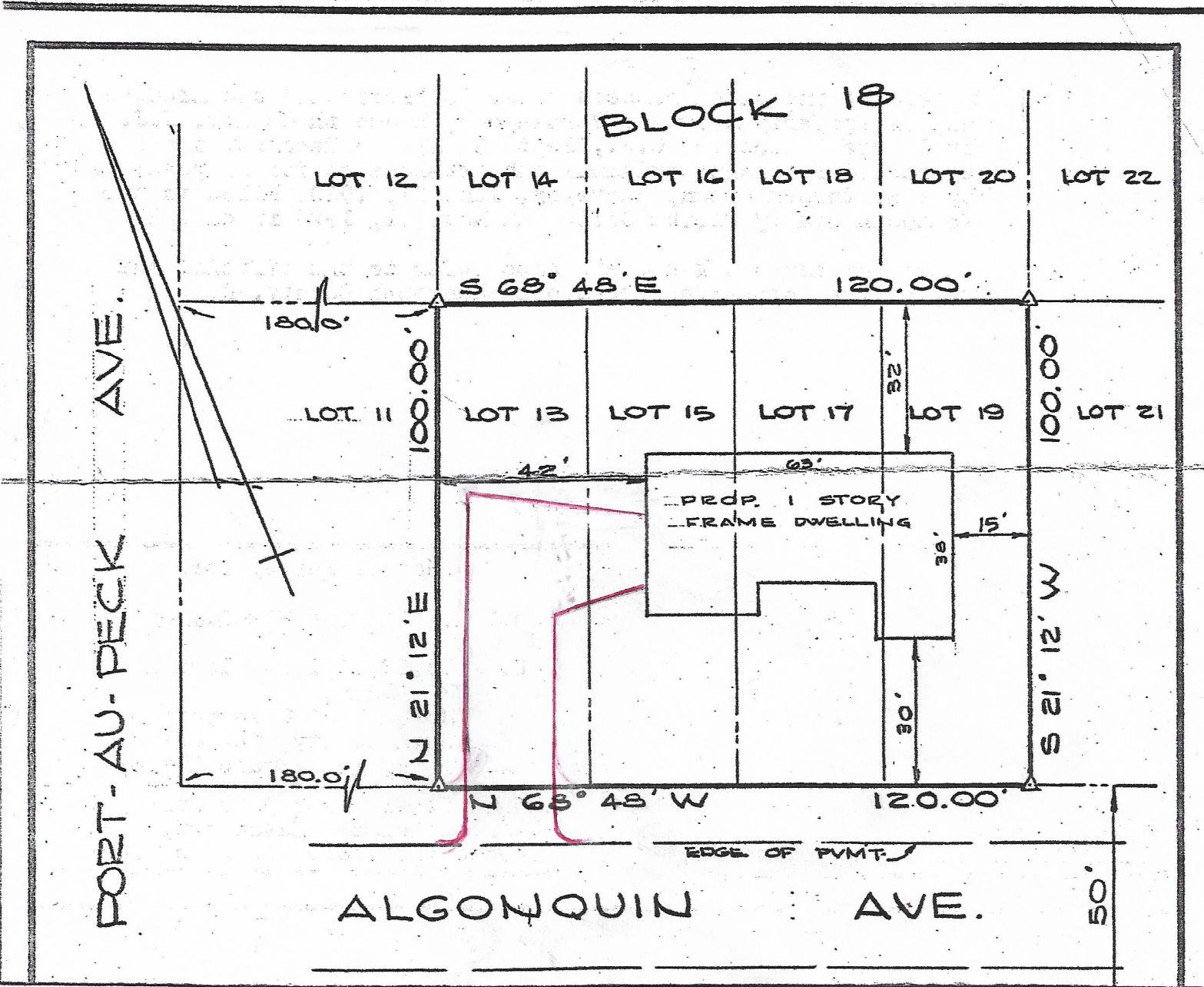
**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jeanne, based on our conversation last week I'm sending you this email to request a waiver from the Mayor and Council of 390-19F. The project consists of 178 feet of Belgian Block edging installed around the L shaped blacktop driveway from the garage to the street. Since the western edge of the property slopes down a bit as it goes to the rear of the property the driveway rises towards that corner to compensate so that water runs off of it to the street now that there's edging around it. To address this higher corner the Belgian blocks are set in a deeper concrete footing, reinforced with rebar. I've attached a PDF of the survey with the edging drawn in red ink.

The original permit to tear up and repave the driveway (#ZA-23-0149) is in the name of the property owner my mother Maureen Sullivan. I'm not sure if this too should be in her name or in mine, I'll leave that up to you. I'm the one who files paperwork on her behalf so either way works on my end. Let me know if there's anything else you need to address the waiver request.

Thank you again for your guidance on sorting this out, Rob

Rob Sullivan  
917-699-0535



**RESOLUTION OF THE BOROUGH OF OCEANPORT  
APPOINTMENTS TO BOARDS AND COMMITTEES - SHADE TREE COMMITTEE**

**Resolution**

**WHEREAS**, the Borough of Oceanport Code Chapter 29 establishes the various Boards and Committees; and

**WHEREAS**, there are volunteer application(s) of resident(s) interested in serving where there is an opening and having reviewed same, now therefore,

**WHEREAS**, pursuant with Article II Shade Tree Committee and **§ 29-17 Appointments; terms of office**, members of the said Shade Tree Committee shall be nominated by the Mayor and confirmed by the vote of the Council,

**NOW, THEREFORE, BE IT RESOLVED**, that the following appointments are made by the Mayor with advice and consent of Council:

**SHADE TREE COMMITTEE**

|                 |                                      |
|-----------------|--------------------------------------|
| Megan Walker    | Unexpired 1yr Term expiring 12/31/24 |
| Kristen Newbert | Unexpired 2yr Term expiring 12/31/24 |
| Toni Sverapa    | Unexpired 3yr Term expiring 12/31/24 |
| James Whitson   | Unexpired 4yr Term expiring 12/31/25 |

The **SHADE TREE COMMITTEE** is now composed of the following members:

|                 |                                      |
|-----------------|--------------------------------------|
| Megan Walker    | Term expiring 12/31/24 (1 year term) |
| Kristen Newbert | Term expiring 12/31/14 (2 year term) |
| Toni Sverapa    | Term expiring 12/31/24 (3 year term) |
| James Whitson   | Term expiring 12/31/25 (4 year term) |
| Vacant          | Term expiring 12/31/25 (4 year term) |
| Vacant          | Term expiring 12/31/26 (5 year term) |
| Vacant          | Term expiring 12/31/26 (5 year term) |

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

**Resolution**

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

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

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

## BOROUGH OF OCEANPORT

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



## POLICE DEPARTMENT

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

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

Thursday, October 24, 2024

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

Reference: Freddi P. Faigelman, First Aid Applicant

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

    X    

The applicant is suitable for membership.

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

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

Sincerely,

\_\_\_\_\_  
Michael P. Kelly  
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
APPOINTMENT OF KEARSTYN CATLEY AS VIOLATIONS CLERK FOR THE COURT OFFICE**

**Resolution**

**WHEREAS**, there is a need for a Violations Clerk in the Court Office to assist the Court Administrator with daily operations; and

**WHEREAS**, the Court Administrator and Borough Administrator have recommended that the position be filled by Kearstyn Catley,

**NOW, THEREFORE, BE IT RESOLVED** by the Oceanport Governing Body that Kearstyn Catley is hereby appointed as a full time Violations Clerk to the Court Office effective November 12, 2024, at an annual salary of \$45,000 in accordance with the Salary ordinance.

**BE IT FURTHER RESOLVED**, that the Borough Clerk forward a certified copy of this resolution to the Borough Administrator, Chief Financial Officer and the Payroll Department.

**BE IT FURTHER RESOLVED**, that this appointment is subject to compliance with Borough's Personnel Policies including background investigation.

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
APPOINTMENT OF MILTON ZARATE AS SEASONAL LABORER IN THE PUBLIC WORKS  
DEPARTMENT**

**Resolution**

**WHEREAS**, Milton Zarate is currently serving in the Public Works Department on a part time basis; and

**WHEREAS**, there is a need for a full time seasonal laborer in the Public Works Department; and

**WHEREAS**, the Public Works Superintendent has recommended appointing Mr. Zarate to fill the full time seasonal labor position; and

**WHEREAS**, Mr. Zarate is willing and able to accept the position.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Oceanport, that Milton Zarate is hereby appointed to the Department of Public Works for the position of seasonal Laborer at a rate of \$25.00 per hour in accordance with the Borough's salary ordinance effective October 7, 2024.

**BE IT RESOLVED**, that a copy of this resolution shall be forwarded to the Public Works Superintendent, Borough Administrator, Chief Financial Officer and the Payroll Clerk.

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING THE PURCHASE OF HOSE EQUIPMENT FOR NEW FIRE ENGINE FOR THE  
OCEANPORT FIRE DEPARTMENT**

**Resolution**

**WHEREAS**, the Oceanport Fire Department has need to purchase hose equipment to fit out the new fire engine currently on order; and

**WHEREAS**, New Jersey Fire Equipment Co., Green Brook, New Jersey has submitted a quote dated April 9, 2024 for provision of same in the amount of \$27,615.00 and the Borough desires to award means of a non-fair and open contract pursuant to the provisions of N.J.S.A 19:44A-20.B; and

**WHEREAS**, New Jersey Fire Equipment Co. has completed and submitted a Business Entity Disclosure Certification and Political Contribution Disclosure pursuant to P.L. 2023, c. 20; and

**WHEREAS**, funds have been allocated in the municipal budget as indicated by the Chief Financial Officer's below certification that funds are available for the purpose stated herein,

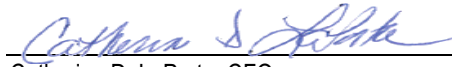
**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor & Council of the Borough of Oceanport authorization is hereby granted for the purchase of hose equipment for the fit out of the new fire engine as listed on the quote dated April 9, 2024 for a total expenditure not to exceed \$27,615.00.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be supplied to the Borough Administrator, the Fire Chief and Chief Financial Officer.

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

**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 funds available in Account #02-213-40-700-064 (\$23,407.27) and Account #01-201-41-787-201 (\$4,207.73) for a total amount not to exceed \$27,615.00 for the stated purposes.

  
Catherine D. LaPorta, CFO



# New Jersey Fire Equipment Co.

119-131 Route 22 East  
Green Brook, NJ 08812

## Quote

| Date   | Quote # |
|--------|---------|
| 4/9/24 | 24516   |

|                                                                     |
|---------------------------------------------------------------------|
| <b>Name / Address</b>                                               |
| Borough of Oceanport<br>315 East Main Street<br>Oceanport, NJ 07757 |

|                 |             |
|-----------------|-------------|
| <b>Contact:</b> | M. Lippolis |
|-----------------|-------------|

|                       |                     |
|-----------------------|---------------------|
| <b>Customer Phone</b> | <b>Customer Fax</b> |
| 732-222-8172          | 732-222-0904        |

|                |              |
|----------------|--------------|
| <b>Phone #</b> | <b>Fax #</b> |
| (732) 968-2121 | 732-968-4724 |

|              |            |            |
|--------------|------------|------------|
| <b>Terms</b> | <b>Rep</b> | <b>FOB</b> |
| Net 30       | RWZ        |            |

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Qty | Cost     | Delivery | Total    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|----------|----------|
| Mercedes Krakenexo and Krakenexo Super II Advanced Municipal Grade Attack Fire Hose, Lightweight, High Flow, Kink resistant, All Synthetic Double Jacket With Standard Dual Strips, Permatek Color, Mertex Liner, Lightweight Rockerlug Wayout Couplings, NH, Hose UL Certified to Comply With Current NFPA 1961 Hose Standard Including New Heat Test Requirements. 2-10-L Warranty. MegaFlo Breather Large Diameter Hose, all synthetic double jacket, Mertex liner, gold anodized Storz couplings; Stencil Hose: OCEANPORT FD & Date. KRAKEN EXO |     |          |          |          |
| #12517100ATO - 1.75" X 100' Orange "Kraken EXO" w/1.5" NH "Wayout" Gold Anodized Couplings.                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1   | 445.00   |          | 445.00   |
| #12517050ATP- 1.75" X 50' Purple "Kraken EXO" as above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 8   | 253.00   |          | 2,024.00 |
| #12517050ATR - 1.75" X 50' Red "Kraken EXO" as above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 6   | 253.00   |          | 1,518.00 |
| #12517050ATY - 1.75" X 50' Yellow "Kraken EXO" as above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 6   | 253.00   |          | 1,518.00 |
| #12720050ATG - 2.00" X 50' Green "Super II" w/2.5" NH "Wayout" Gold Anodized Couplings.                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 10  | 355.00   |          | 3,550.00 |
| #12720050ATB - 2.00" X 50' Blue "Super II" w/2.5" NH "Wayout" Gold Anodized Couplings.                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 4   | 355.00   |          | 1,420.00 |
| #12530050ATC - 3.0" X 50' White "Kraken EXO" w/2.5" NH "Wayout" Gold Anodized Couplings                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 12  | 395.00   |          | 4,740.00 |
| #12530025ATC - 3.0" X 25' White "Kraken EXO" w/ 2.5" NH "Wayout" Gold Anodized Couplings                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1   | 250.00   |          | 250.00   |
| MERCEDES MEGAFLO BREATHER LDH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |          |          |          |
| #23150100ATY - 5" X 100' Yellow "MegaFlo" Breather LDH w/5" STORZ Gold Anodized Couplings                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 9   | 1,049.00 |          | 9,441.00 |
| #23150100ATR -.5" X 100' Red MegaFlo as above with Gold Anodized Couplings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1   | 1,049.00 |          | 1,049.00 |
| #23150050ATY - 5" X 50' Yellow MegaFlo as above with Gold Anodized Couplings                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1   | 710.00   |          | 710.00   |

**Total**

|                 |                  |
|-----------------|------------------|
| <b>Web Site</b> | michael@njfe.com |
| www.njfe.com    |                  |


**New Jersey Fire Equipment Co.**

 119-131 Route 22 East  
 Green Brook, NJ 08812

# Quote

| Date   | Quote # |
|--------|---------|
| 4/9/24 | 24516   |

|                                                                     |
|---------------------------------------------------------------------|
| <b>Name / Address</b>                                               |
| Borough of Oceanport<br>315 East Main Street<br>Oceanport, NJ 07757 |

|                 |             |
|-----------------|-------------|
| <b>Contact:</b> | M. Lippolis |
|-----------------|-------------|

|                       |                     |
|-----------------------|---------------------|
| <b>Customer Phone</b> | <b>Customer Fax</b> |
| 732-222-8172          | 732-222-0904        |

|                |              |
|----------------|--------------|
| <b>Phone #</b> | <b>Fax #</b> |
| (732) 968-2121 | 732-968-4724 |

|              |            |            |
|--------------|------------|------------|
| <b>Terms</b> | <b>Rep</b> | <b>FOB</b> |
| Net 30       | RWZ        |            |

| Description                                                               | Qty | Cost   | Delivery | Total       |
|---------------------------------------------------------------------------|-----|--------|----------|-------------|
| #23150025ATR - 5" X 25' Red MegaFlo as above with Gold Anodized Couplings | 2   | 475.00 |          | 950.00      |
| <b>Total</b>                                                              |     |        |          | \$27,615.00 |

|                 |                  |
|-----------------|------------------|
| <b>Web Site</b> | michael@njfe.com |
| www.njfe.com    |                  |

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that  
Action Fire Apparatus Co. Inc., of 119-131 Rt 22E., Green Brook NJ 08812,

(Name of Business Entity)

(Business Entity Address, City, State, Zip)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding January 1, 2024 to any of the following named candidate committee or joint candidates committee of elected officials of the Borough of Oceanport as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                  |                 |                                |
|------------------|-----------------|--------------------------------|
| Thomas J. Tvrdik | Bryan Keeshen   | Oceanport Republican Committee |
| William Deerin   | Michael O'Brien | Oceanport Democratic Committee |
| Richard A. Gallo | Keith Salnick   | Patricia Cooper                |

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder    | Home Address                      |
|---------------------------------|-----------------------------------|
| <u>Estate of George Foscick</u> | <u>549 Teaneck Rd</u>             |
| <u>Susan Foscick</u>            | <u>Ridgetfield Park, NJ 07660</u> |
| <u>James Giunchini</u>          | <u>233 Tulip Ln.</u>              |
|                                 | <u>Paramus NJ 07652</u>           |

**Part 3 – Signature and Attestation:**

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

Name of Business Entity:

Action Fire Apparatus Co. Inc.

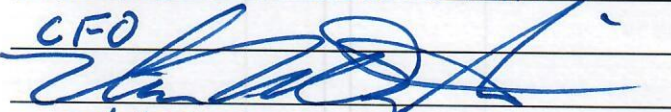
Printed Name of Affiant:

Thomas M. Ostronski

Title:

CFO

Signature of Affiant:



Date:

11/1/24

Subscribed and sworn before me this 1 day of  
NOV, 2024

My Commission expires:



Darlene S. Ricevuto  
 (Witnessed or attested by)

(Seal)

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

## BOROUGH OF OCEANPORT

## PART 1: CERTIFICATION

VENDORS/BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

Bid Solicitation # \_\_\_\_\_

Vendor/Bidder

Action Fire Apparatus Co. Inc.  
+/a NJ Fire Equipment Co.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director of the division of Purchase and Property finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name

Relationship to Bidder/Offeror

Description of Activities

Duration of Engagement

Anticipated Cessation Date

Bidder/Offeror Contact Name

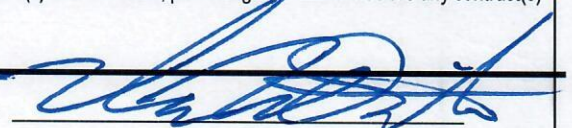
Contact Phone Number:

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Thomas M. Ostrowski

Signature:



Title:

CFO

Date:

11/1/24

# CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

*Borough of Oceanport*

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☒ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

|  |
|--|
|  |
|  |
|  |
|  |

Signature of Vendor's Authorized Representative

Thomas M. Ostronski CFO  
Print Name and Title of Vendor's Authorized Representative

Action Fire Apparatus Co. Inc  
Vendor's Name

119-131 R+22 E.  
Vendor's Address (street address)

Green Brook NJ 08812  
Vendor's Address (City/State/Zip Code)

(Attach Additional Sheets If Necessary.)

11/1/24  
Date

32-2690032  
Vendor's FEIN

732-968-2121  
Vendor's Phone Number

732-968-4724  
Vendor's fax number

info@njfc.com  
Vendor's email address

i Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2)

## ORDINANCE

### AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY REQUIRING LEAD-BASED PAINT INSPECTIONS FOR LEAD-FREE CERTIFICATION AND FEE AS PART OF THE RENTAL CERTIFICATE APPLICATION PROCESS

**WHEREAS**, the New Jersey Lead-Safe Certificate Law was enacted by the New Jersey Legislature, and signed by the Governor, known as P.L. 2021, c.182; and

**WHEREAS**, that law requires that rental dwellings built prior to 1978 must provide a lead-free certificate in order to obtain a Certificate of Occupancy, and pay the required fee, which is processed through the borough to the New Jersey Department of Community Affairs, Division of Housing and Community Resources; and

**WHEREAS**, this ordinance will codify the requirements set forth above;

**NOW, THEREFORE, BE IT ORDAINED** by the Borough Council of the Borough of Oceanport that Chapter 295 Property Maintenance be amended to add a new Article entitled Lead-Based Paint Inspections in Rental Dwellings as follows:

Chapter 295. Property Maintenance  
Article VI. Lead-Based Paint Inspections in Rental Dwellings

#### § 295-31. ADOPTION OF STANDARDS BY REFERENCE.

Unless specifically outlined below, a code defining and authorizing the periodic inspection of premises by an enforcing official concerning lead-based paint, compelling residents to abate identified lead hazards, explaining the relevant procedures, and, prescribing penalties for failure to address violations in a timely matter is hereby established in accordance with Chapter P.L. 2021, c. 182 and N.J.A.C. 5:28A et seq.

#### § 295-32. TITLE.

Said code established and adopted by this chapter is described and commonly known as N.J.A.C. 5:28A Lead-Based Paint Inspections in Rental Dwellings.

#### § 295-33. COPIES ON FILE.

Three copies of said N.J.A.C. 5:28A Lead-Based Paint Inspections in Rental Dwellings, have been placed on file in the office of the Borough Clerk upon the introduction of this chapter and will remain on file there for use and examination by the public.

#### § 295-33. REGISTRATION AND INSPECTION REQUIRED.

A. The dwelling owner, landlord, or agent of a single-family, two-family, and/or multiple rental dwelling property located within the Borough shall register such rental dwelling with the Borough by completing, providing all information called for by, and signing a form prescribed by the Code Enforcement Officer and filing such completed and signed form with the Code Enforcement Officer within two weeks after the effective date of this chapter or on or before the date that such owner takes title to such rental dwelling. The Code Enforcement Officer shall maintain all such completed and signed forms in his or her office.

B. Each owner or their representative who applies for a Rental Certificate for a rental property shall obtain a lead-free certification from an approved third party. The inspections and lead-free certifications will not be provided by the borough.

C. The dwelling owner, landlord, or agent of a rental property shall directly hire a lead evaluation contractor who is certified to provide lead paint inspection services by the Department of Community Affairs to satisfy the requirements of paragraph b of this. Copies of all subsequential results, reports, and/or certificates must be provided to the Code Enforcement Officer as part of the established registration application.

#### § 295-34. INSPECTION FEES.

In addition to the fees required to obtain a Rental Certificate, the applicant shall pay an additional \$20.00, which fee shall be passed through to the New Jersey Department of Community Affairs, Division of Housing and Community Resources

#### § 295-35. COMPLIANCE.

All property owners and/or business of rental dwellings that meet the provision of the aforesaid code of this chapter and regulations referenced therein must abate their rental dwelling(s) upon identification and notice of lead hazard(s) that were discovered as a result of observations made during a lead-based paint inspection. The abatement of lead hazards must conform to regulations found within N.J.A.C.

5:28A and N.J.A.C. 5:17, which encompasses and/or outlines protocols for lead abatement and clearance.

**§ 295-36. ENFORCEMENT**

This chapter may be enforced by and in the name of the Monmouth County Regional Health Commission No. 1 and/or the Borough with the assistance of the Code Enforcement Officer by proceedings instituted and prosecuted in a court having jurisdiction of such proceedings within the Borough.

**§ 295-37. EXEMPTIONS**

**§ 295-38. VIOLATIONS AND PENALTIES.**

If a dwelling owner fails to comply with any provision of this chapter or the requirements of P.L. 2021, c. 182 and N.J.A.C. 5:28 et seq., the owner shall be given a period of 30 days to cure any violation by conducting the required inspection or initiating any required remediation efforts.

If the owner of a dwelling has failed to cure the violation within 30 days, the owner shall be subject to a penalty of up to \$1,000 per week (every seven days) until the required inspection has been conducted or the remediation efforts have been initiated. Remediation efforts shall be considered to have initiated when the dwelling owner has hired a lead abatement contractor or other qualified party to perform lead-hazard control methods.

**§ 295-39. FILING WITH THE STATE.**

A true certified copy of this chapter shall be filed with the State Commissioner of Health.

**BE IT FURTHER ORDAINED** that this ordinance shall become effective immediately upon passage and publication according to law.

**APPROVED ON FIRST READING**

DATED: November 7, 2024

JEANNE SMITH

Clerk of the Borough of Oceanport

**ADOPTED ON SECOND READING**

DATED: November 7, 2024

JEANNE SMITH

Clerk of the Borough of Oceanport

**APPROVAL BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.**

**THOMAS J. TVRDIK**

**Mayor**



**Mayor & Council**  
910 Oceanport Way  
Oceanport, NJ 07757

**SCHEDULED**

**DISCUSSION ITEM (ID # 3400)**

Meeting: 11/07/24 07:00 PM  
Department: Mayor & Council  
Category: Development  
Prepared By: Jeanne Smith  
Initiator: Jeanne Smith  
Sponsors:  
DOC ID: 3400

**6.22**

## **Fort Monmouth Plan Amendment #21**

Proposed plan amendments provide for an alternate development scenario for the Allison Hall Parcel in the Oceanport section of the Fort. Municipal Comments due back to FMERA by Dec. 16, 2024.



November 1, 2024

Honorable Thomas Tvrdik  
Borough of Oceanport  
Oceanport Municipal Building  
910 Oceanport Way  
Oceanport, NJ 07757

Re: Plan Amendment #21 Permitting an Alternative Development Scenario with respect to the Plan Area, inclusive of Allison Hall Parcel in Oceanport

Dear Mayor Tvrdik:

Attached for the Oceanport's governing body's review and comment is the Proposed Plan Amendment #21 permitting an alternative development scenario with respect to the Plan Area, inclusive of the Allison Hall Parcel in Oceanport to the Fort Monmouth Reuse and Redevelopment Plan. It is being delivered to you, for the Oceanport governing body, in one (1) regular mail hard copy and one (1) email 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 Proposed Plan Amendment #21 permitting an alternative development scenario with respect to the Plan Area, inclusive of the Allison Hall Parcel in Oceanport 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 1, 2024. 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 December 16, 2024. Please email your comments to Regina McGrade at [rmcgrade@njeda.com](mailto:rmcgrade@njeda.com) or via regular mail at P.O. Box 267, Oceanport, N.J. 07757.

Sincerely,

A handwritten signature in black ink that reads 'Kara Kopach'.

Kara Kopach  
Executive Director

Amendment #21 to the  
**Fort Monmouth Reuse and Redevelopment Plan**

**Allison Hall Parcel**

November 2024



**Prepared by:**

**Fort Monmouth Economic Revitalization Authority**



**Fort Monmouth Reuse and Redevelopment Plan**, adopted: October 2008

Amendments to the Fort Monmouth Reuse and Redevelopment Plan

- Amendment #1:** Parcel E in Tinton Falls, adopted May 2012
- Amendment #2:** Patterson Army Health Clinic in Oceanport, adopted December 2012
- Amendment #3:** Several parcels in Tinton Falls, adopted November 2015
- Amendment #4:** Russel Hall and Dance Hall in Oceanport, adopted January 2016
- Amendment #5:** Charles Wood Pistol Range in Tinton Falls, adopted May 2016
- Amendment #6:** Two parcels in Oceanport, adopted July 2016
- Amendment #7:** Fitness Center in Oceanport, adopted August 2016
- Amendment #9:** Eatontown Barracks and DPW in Eatontown, adopted December 2017
- Amendment #10:** Suneagles Golf Course in Eatontown, adopted May 2018
- Amendment #11:** Allison Hall Parcel in Oceanport, adopted December 2018
- Amendment #12:** Myer Center in Tinton Falls, adopted January 2019
- Amendment #13:** Squier Hall Parcel in Oceanport, adopted April 2019
- Amendment #14:** Lodging Area Parcel in Oceanport, adopted May 2019
- Amendment #15:** Commissary & Warehouse Area in Oceanport, adopted August 2020
- Amendment #16:** Barker Circle Parcel in Oceanport, adopted December 2020
- Amendment #17:** Howard Commons Water Tower Parcel in Eatontown, adopted April 2021
- Amendment #18:** Nurses Quarters in Oceanport, adopted July 2022
- Amendment #19:** Howard Commons Parcel in Eatontown, adopted September 2022
- Amendment #20:** Mega Parcel and Affordable Housing Locations, adopted February 2024

## **ACKNOWLEDGEMENTS**

### **Fort Monmouth Economic Revitalization Authority (FMERA) Board**

McKenzie Wilson – Chairwoman & Public Member

Stephen Gallo – Public Member

Thomas Arnone – Monmouth County Board of County Commissioners

Tom Tvrdik– Mayor of Oceanport

Anthony Talerico, Jr. – Mayor of Eatontown

Vito Perillo – Mayor of Tinton Falls

Terence M. O'Toole – NJEDA Board Chairman

Robert Asaro-Angelo – Commissioner, NJ Department of Labor & Workforce Development

Aaron Creuz – Governor's Representative

Francis O'Connor – Commissioner, NJ Department of Transportation

Shawn LaTourette – Commissioner, NJ Department of Environmental Protection

Jacquelyn A. Suárez – Commissioner, New Jersey Department of Community Affairs

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## I. Introduction and Planning Rationale

The Fort Monmouth Reuse and Redevelopment Plan (the “*Reuse Plan*”) was adopted by the Fort Monmouth Economic Revitalization Planning Authority (“FMERPA”) Board on October 15, 2008. Subsequently, the *Reuse Plan* has been amended 20 times since its first adoption to address the changing development climate.

The Fort Monmouth properties in Oceanport total approximately 419 acres and are bounded generally by New Jersey Transit’s North Jersey Coast Line, Main Street and Oceanport Creek to the south, Parkers Creek to the north, and the former Fort properties in Eatontown to the west. The *Reuse Plan* envisions redevelopment of this area for approximately 1.75 million square feet of non-residential space and 720 residential units. Such development would include: a high-tech/green industry cluster, an education/medical campus, a neighborhood center, a boutique hotel and spa, and expansive green space including the historic Parade Grounds.

The Allison Hall Parcel is a ±12.134-acre parcel of land located on Barton and Signal Avenues in the Oceanport Reuse Area. The parcel is bordered by Oceanport Avenue to the east. It is currently improved with Building 209 which is a ±36,665 gross square foot building known as Allison Hall. Allison Hall (Building 209) was constructed in 1928 and was built as the hospital for Fort Monmouth, but was later renovated to serve as office space. Allison Hall (Building 209) is the only contributing building in the Fort Monmouth Historic District on this parcel. Other buildings on the parcel include Buildings 199 and 210. Buildings 196 and 359 have since been demolished. The extant buildings on the parcel total ±76,204 square feet.

The *Reuse Plan* envisioned that Allison Hall (Building 209) would be reused as office space and the remaining buildings onsite, (i.e., Buildings 196, 199, 210 and 359), would be demolished. The *Reuse Plan* planned that the Allison Hall Parcel would be part of the mixed-use (i.e., retail, office, and residential uses) Oceanport Horseneck Center along Oceanport Avenue. This portion of the Reuse Area would serve as a gateway to the Fort Monmouth Historic District. Along Parkers Creek would be a scenic waterfront promenade that would extend westerly from Oceanport Avenue and link the adjacent Lodging Area planned for a boutique hotel and the Officer Housing Parcel located to the west of the Allison Hall Parcel. The *Reuse Plan* also anticipated that Signal Avenue would be open from Oceanport Avenue and that a second entrance from Oceanport Avenue between Signal Avenue and the main gate at Hildreth Avenue would be created.

### Reuse Plan Amendment #11

Plan Amendment #11, adopted in September 2018, permitted an alternative development scenario on the Allison Hall Parcel. To further support redevelopment opportunities and economic vitality within the Fort area, pursuant to P.L.2010, c. 10 (N.J.S.A. 52:27I-18 et. seq.), the Fort Monmouth Economic Revitalization Authority (“FMERA”) is considering amending the *Reuse Plan* to revise some of the development standards included in Plan Amendment #11. Plan Amendment #21 aims to expand upon the permitted uses, while leaving the remainder of the adopted overlay zoning largely unchanged.

## Proposed Amendment

In line with Plan Amendment #11, Plan Amendment #21 continues to permit a mix of commercial uses, including office, retail, restaurant, entertainment, hotel, and recreational uses for the Allison Hall Parcel. Plan Amendment #11 grouped permitted uses in Table 1 and subsequently assigned the uses to a specific building. However, in light of the significant changes in the development landscape and market conditions in recent years, this approach may limit the flexibility needed for the parcel's successful redevelopment. FMERA believes a more adaptive land use framework is warranted to ensure the parcel's continued viability and alignment with contemporary trends. Therefore, Plan Amendment #21 aims to eliminate Table 1 of Plan Amendment #11, and instead, permit the uses outlined in Plan Amendment #11 across the entire site. Plan Amendment #21 does not introduce any new use types and footnotes have been provided to provide further clarification.

Plan Amendment #21 does not purport to delete any provisions of the *Reuse Plan*, but rather supplements the *Reuse Plan* by proposing alternative development scenarios for the Allison Hall Parcel. Under 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, Plan Amendment #21 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 that do not apply unless the land is developed in accordance with the purposes for which the overlay zoning is adopted.

Plan Amendment #21 is consistent with the planning objectives and principles articulated in the *Reuse Plan* and Plan Amendment #11 is necessary to fulfill the Authority's main objectives, specifically job creation and economic development. 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.

This is the twelfth amendment to the *Reuse Plan* for the Oceanport Reuse Area. Plan Amendment #2 permitted the reuse of the Patterson Army Health Clinic as a medical clinic. Plan Amendment #4 allowed for office/research uses in Russel Hall (Building 286) and permitted the Dance Hall (Building 552) to be reused for commercial/retail uses including outdoor dining accessory uses and provided for the maintenance of Van Kirk Park as open space. Plan Amendment #6 allowed for a 13-acre parcel in the southern section of the Oceanport Reuse Area to be reused by the Borough of Oceanport and a 3-acre parcel to be developed as a County emergency homeless shelter. The *Reuse Plan* contemplated these government/civic/institutional uses within the Oceanport Reuse Area but had originally envisioned them in other locations. Plan Amendment #6 also allowed Building 288 to be used for office and/or open space. Plan Amendment #7 allowed for the Fitness Center (Building 114) to be reused as a privately operated commercial recreation facility. Plan Amendment #11 allowed for a variety of commercial and office uses on the Allison Hall Parcel including a boutique hotel and transferred the residential units contemplated under the *Reuse Plan* for the Allison Hall Parcel to the nearby Lodging Area. Plan Amendment #13 to the *Reuse Plan* permitted the reuse of the Squier Hall (Building 283) for higher education classrooms and higher education ancillary uses, as defined in Plan Amendment #13, and permitted the demolition of Buildings 291 and 295. Plan Amendment #14 permitted the demolition of Buildings 360, 361, 362, 363, 364, and 365 and the reuse of Buildings 270 and 271 for affordable housing on the Lodging Area Parcel.

Additionally, Plan Amendment #14 permitted the construction of 144 market-rate townhomes and the development of at least a ±50-foot-wide waterfront esplanade along Parkers Creek including a 12-foot-wide walkway designed in a complementary coordinated style to the adjacent Allison Hall Parcel riverfront promenade. Plan Amendment #15 permitted an alternative development scenario on the Warehouse District Parcel and District A (a merger of the Commissary and PX Complex, Parking Lot and the Post Office Area) parcels located in the Oceanport Reuse Area. Plan Amendment #16 permitted the reuse of Building 206 for business lofts with a childcare center as an accessory use, Building 282 for craft production facilities and art and cultural retail uses and Building 275 for art and cultural retail uses with office uses as an accessory use. Plan Amendment #16 also permitted the adaptive reuse of Buildings 205, 207, 208 and 287 for 75 residential units. Plan Amendment #18 permitted the adaptive reuse of the Nurses Quarters for twenty-four (24) one- and two-bedroom apartments and the construction of ten (10) three-bedroom townhouse units. Plan Amendment #20 permitted the redevelopment of a 292-acre Mega Parcel into a state-of-the-art campus for motion picture, television, and broadcast studios, as well as the redevelopment of an additional 36 acres for various types of affordable housing units. Plan Amendment #21 remains consistent with Plan Amendment #11 and will provide overlay zoning for the Allison Hall Parcel in Oceanport.

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. Like Plan Amendment #11, Plan Amendment #21 does not change the underlying *Reuse Plan* vision for the Oceanport 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 goals and objectives and scope of the Plan Amendment #21, while succeeding chapters discuss its relationship to the elements, objectives, and planning principles of the *Reuse Plan*, as well as FMERA's own directive, and to relevant State, County, and Municipal planning objectives.

## II. Goals and Objectives

The primary goal of Plan Amendment #21 is to further sustainable economic development of the Fort Monmouth area by accommodating uses that are essential for building resilient communities in the Fort Monmouth area. Some of the key plan goals and policy objectives are outlined below:

- a. Build upon the progress initiated by Plan Amendment #11 in advancing redevelopment opportunities for the Allison Hall Parcel.
- b. Encourage reinvestment and redevelopment within the Fort Monmouth area.
- c. Accommodate uses that are critical for the functioning of the Fort Monmouth area.
- d. Provide desired flexibility for current & future redevelopment projects.

### III. Scope of the Reuse Plan Amendment

Plan Amendment #21 maintains the development concepts and plans articulated in the *Reuse Plan* and subsequent amendments, including Plan Amendment #11, and further permits alternative development scenarios on the Allison Hall Parcel as shown in **Exhibit A**. The details of the amendments to the land use plan and alternative development scenario contemplated in Plan Amendment #21 are provided below.

As permitted under Plan Amendment #11, Plan Amendment #21 continues to allow the following on the subject parcel:

#### 1. Permitted Uses

Plan Amendment #21 does not introduce any new uses to the parcel but reorganizes the uses outlined under Plan Amendment #11, Table 1. Unless stated otherwise, the definitions for the uses in Plan Amendment #21 remain the same as in Plan Amendment #11. Any additional conditions associated with these uses are captured in footnotes 1-10 below. Under Plan Amendment #11 the additional conditions described in footnotes 1, 2, 3, 4, 5, 6, 8 and 10, remain; however, footnotes 7 and 9, are newly introduced under Plan Amendment #21. Refer to the updated Table 1 attached???

- Adult Day Care
- Bar/Tavern/Banquet Facility<sup>1</sup>
- Business Lofts which may include ancillary warehouse space<sup>2</sup>
- Business Offices
- Child Care Center
- Coffee House with food which may include outdoor seating and may include drive thru<sup>3</sup>
- Craft Production
- Financial Institution which may include drive thru<sup>4</sup>
- Health Club/Instructional Studios
- Hotel
- Liquor Store
- Office, General/Professional

<sup>1</sup> The first floor of Building 210 is limited to a restaurant use. A bar/tavern is allowable ancillary to the principal restaurant use.

<sup>2</sup> Warehouse shall be ancillary to the principal use and shall not be more than 50% of any unit.

<sup>3</sup> Only one drive thru will be permitted on the Allison Hall Parcel, (i.e., one drive thru for either a bank, pharmacy, or a coffee shop). The drive thru shall not be permitted at Allison Hall (Building 209).

<sup>4</sup> Ibid.

- Office, Medical
- Office, R&D<sup>5</sup>
- Outdoor Dining/Patio/Terrace/Porch
- Personal Services
- Pharmacy which may include drive thru<sup>6</sup>
- Post Office
- Private or Non-Profit Club
- Recreation Facilities
- Restaurant Fast Casual (w/o drive thru)<sup>7</sup>
- Restaurant, Full Service
- Restaurant, Take out<sup>8</sup>
- Retail, Convenience
- Retail, Entertainment/Recreational
- Retail, General<sup>9</sup>
- Retail, Lifestyle
- Retail, Specialty
- Specialty Education<sup>10</sup>

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<sup>5</sup> To be approved in Building 199 as a conditional use.

<sup>6</sup> Only one drive thru will be permitted on the Allison Hall Parcel, (i.e., one drive thru for either a bank, pharmacy, or a coffee shop). The drive thru shall not be permitted at Allison Hall (Building 209).

<sup>7</sup> As defined in Plan Amendment #19, Restaurant, Fast Casual shall mean an establishment which serves food or beverages for immediate consumption either on the premises, or to be taken out for consumption elsewhere. Food is cooked on customer-demand basis, payment is required prior to consumption, and seating or other physical accommodations for on-premises customer dining, with limited or no table service, is provided.

<sup>8</sup> Restaurant, Take out can only be ancillary to a full-service restaurant in Building 210 and Allison Hall (Building 209).

<sup>9</sup> Retail, General was amended by Plan Amendment #19. Retail, General means retail trade limited to the following: paint, glass, and wallpaper stores; hardware stores; variety stores; meat and seafood markets; candy, nut, and confectionery stores; apparel and accessory stores; home furniture furnishings and equipment stores; drug stores; florists; tobacco stores; optical goods stores; antique stores; delicatessen/ prepared food take-out stores; ice cream parlor; retail bakery without seating, and shall also include supermarkets and stores that sell household merchandise.

<sup>10</sup> Allowed in mixed-use buildings (formerly known as business lofts) only as ancillary to craft production.

**2. Other permitted activities**

- a. The relocation of the loading dock for Building 210.
- b. The creation of an entrance from Oceanport Avenue to Signal Avenue.
- c. The creation of a 12-foot-wide promenade along Parkers Creek which is designed in a complementary coordinated style to the adjacent Lodging Area's 12-foot Riverwalk.

**3. Bulk Requirements:**

The Subject Parcel lies in the Horseneck Center Development District as delineated in the Land Use Rules (N.J.A.C. 19-31C-3). As set forth in Plan Amendment #11, the bulk requirements for office and a mix of retail uses as stipulated above in the Center Districts shall apply and remain unchanged. These requirements are as follows:

- a. Maximum permitted height two (2) stories/30 feet for retail buildings and three (3) stories/45 feet for office and mixed-use buildings. The rehabilitation of existing buildings are exempt from this height requirement.
- b. Maximum permitted lot coverage of 75 percent.
- c. Minimum rear lot line setbacks for new commercial buildings of 20 feet; Retail, Convenience and Retail, Lifestyle of 25 feet; and Office, R&D of 25 feet.
- d. A maximum permitted floor area ratio (FAR) of 0.37.
- e. Minimum setback of 15 feet from Barton Avenue.

## IV. 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 Plan Amendment #21 and these *Reuse Plan* elements are described below.

#### *Land Use and Circulation*

##### *Total Non-Residential Square Footage Yield*

Consistent with Plan Amendment #11, Plan Amendment #21 continues to allow for the reuse of the ±36,665 square foot Allison Hall (Building 209) for nonresidential and commercial uses and to provide optionality for the demolition of Building 199 for the development of a ±55,000 square foot hotel of up to 3 stories and 110 rooms at the same location. Plan Amendment #21 also continues to permit ±25,000 square feet of nonresidential and commercial uses in Building #210, with the first floor dedicated solely to restaurant uses and up to 10,700 square feet in Building #199. Plan Amendment #21 introduces the ability to expand Building 210 by up to an additional 5,100 square feet. Based upon the 0.37 FAR permitted for the parcel, the maximum permitted total non-residential square footage is approximately 195,566 square feet.

##### *Reuse Plan Total Residential Development Yield*

Consistent with Plan Amendment #11, Plan Amendment #21 does not propose any residential units for the site. Therefore, the total residential yield, including any anticipated affordable housing is not impacted by this proposed Plan Amendment #21.

#### *Compatibility with Surrounding Land Uses*

Plan Amendment #21 does not introduce any additional uses and continues to permit a mix of uses, including commercial uses, office, retail, restaurant, entertainment, hotel, and recreational uses which were anticipated in Plan Amendment #11. Therefore, as noted in Plan Amendment #11, these uses are compatible with the surrounding land uses anticipated in the *Reuse Plan* and subsequent amendments.

#### *Circulation*

Plan Amendment #21 does not change the circulation pattern as contemplated under Plan Amendment #11. As contemplated under Plan Amendment #11, the roadway configurations are consistent with the "Transportation Circulation Improvement Goals" established in the *Reuse Plan*.

### *Open Space*

Plan Amendment #21 does not change the open space contemplated under Plan Amendment #11.

### *Sustainability*

Plan Amendment #21 does not change the sustainability efforts contemplated under Plan Amendment #11.

### *Infrastructure*

As previously indicated in the *Reuse Plan* and Plan Amendment #11, 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 Plan Amendment #21.

### *Traffic*

There is a minimal increase in square footage associated with Plan Amendment #21. 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*

Plan Amendment #21 does not anticipate any additional environmental issues beyond those contemplated under Plan Amendment #11.

### *Historic Preservation*

As indicated in Plan Amendment #11, Allison Hall (Building 209) is part of the Fort Monmouth Historic District and will continue to be preserved as part of Plan Amendment #21. Furthermore, redevelopment projects within the Historic District are subject to the Fort's Historic Preservation Design Guidelines. Additionally, Allison Hall (Building 209) is listed on the National Register of Historic Places and the New Jersey Register of Historic Places as a contributing resource to the Historic District, and it is subject to the New Jersey Historic Trust's Historic Preservation and Conservation Easement. Therefore, Plan Amendment #21 does not have any adverse impacts on the Fort's historic resources.

### *Community Impacts and Affordable Housing*

As indicated above, Plan Amendment #21 does not introduce any new uses to the site, it merely allows for flexibility of use types within the parcel. Therefore, Plan Amendment #21 will have no additional community impact beyond those anticipated in Plan Amendment #11.

Consistent with Plan Amendment #11, Plan Amendment #21 does not propose any residential units for the site. Therefore, the total residential yield, including any anticipated affordable housing is not impacted by this proposed Plan Amendment #21.

### ***Relationship to Objectives and Principles of the Reuse Plan***

Consistent with Plan Amendment #11, Plan Amendment #21 fulfills 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.*

As the land uses of the parcel remain unchanged from what was envisioned under Plan Amendment #11, Plan Amendment #21 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.*

As the land uses of the parcel remain unchanged from what was envisioned under Plan Amendment #11, Plan Amendment #21 continues to provide the desired flexibility to aid FMERA in its efforts to attract suitable businesses that wish to relocate to Fort Monmouth and that have the potential to replace jobs lost when the Fort closed.

- *Be founded on market and economic analysis.*

As the land uses of the parcel remain unchanged from what was envisioned under Plan Amendment #11, Plan Amendment #21 continues to respond to the marketplace by providing flexibility for use types within the parcel which is designed to attract non-residential users to the Oceanport Reuse Area.

- *Leverage Fort assets (people, infrastructure, location).*

Consistent with Plan Amendment #11, Plan Amendment #21 continues to afford FMERA with an opportunity to leverage existing assets through the Reuse of Buildings 199, 209, and 210 within the Oceanport Reuse Area and to attract new non-residential uses that generate much-needed local employment and tax ratables.

- *Be a green community model.*

Consistent with Plan Amendment #11, Plan Amendment #21 continues to preserve Allison Hall (Building 209) and encourages preserving other extant buildings, such as Building 199 and Building 210, furthering the Plan's green building sustainability goal to maximize the adaptive reuse of existing buildings and infrastructure.

Plan Amendment #21 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.*

The *Reuse Plan* anticipated higher-density development in the western section of the Fort Area, including the Charles Wood Area, and lower-density development toward the eastern section of the Main Post. This strategy was primarily informed by the

existing infrastructure and market conditions at the time the *Reuse Plan* was drafted. In conjunction with ongoing redevelopment projects, the infrastructure system on the Fort has significantly improved, as the majority of former Army installed utilities and infrastructure have been or are in the process of being replaced. Consequently, the new infrastructure systems in the eastern section of the Fort are now better equipped to accommodate additional development than what was contemplated under the *Reuse Plan*. As established in Plan Amendment #11, Plan Amendment #21 promotes mixed-uses, including commercial uses, office, retail, restaurant, entertainment, hotel, and recreational uses with a FAR 0.37 which promotes these planning principles.

*Principle #2: Link centers & increase mobility with connected transit infrastructure serving the region and the Fort.*

As stated in Plan Amendment #11, Plan Amendment #21 does not preclude the potential to create an extensive system of bikeways, pedestrian trails, and sidewalks as envisioned in the *Reuse Plan*. Additionally, Plan Amendment #21 does not preclude the potential to promote connectivity via jitney or bus service to Route 35, the Little Silver Train Station, and/or within Fort Monmouth as contemplated in the *Reuse Plan* and Plan Amendment #11.

*Principle #3: Enhance auto mobility and redevelopment capacity with targeted roadway infrastructure improvements.*

Consistent with Plan Amendment #11, Plan Amendment #21 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.*

As stated in the Plan Amendment #11, Plan Amendment #21 does not preclude the creation of an open space network consisting of environmentally sensitive areas, including wetlands, watercourses, and habitats. Consistent with Plan Amendment #11, Plan Amendment #21 contributes to the open space network through the contemplated creation of a 12-foot-wide promenade along Parkers Creek, which will remain in perpetuity.

*Principle #5: Utilize the Blue – Green belt as an armature for enhanced bicycle and pedestrian mobility throughout the Fort.*

As stated in the Plan Amendment #11, Plan Amendment #21 does not preclude the development of the bike path or trails envisioned as part of the *Reuse Plan*. As mentioned above, Plan Amendment #21 supports the creation of a 12-foot-wide promenade along Parkers Creek.

*Principle #6: Remove Fort boundaries & extend existing land uses to reconnect the Fort to the communities.*

Plan Amendment #11 contemplated connecting Barton Avenue to Oceanport Avenue through Signal Avenue which would entail removing a fenced-in gate. Plan Amendment #21 does not anticipate any modifications to this goal.

*Principle #7: Leverage existing Fort Monmouth assets (People, Buildings, Technology, and Infrastructure).*

Consistent with Plan Amendment #11, Plan Amendment #21 continues to afford FMERA with an opportunity to leverage existing assets within the Oceanport Reuse Area, specifically the adaptive reuse of Building 199, 209, 210 to attract commercial uses, including office, retail, restaurant, entertainment, hotel, and recreational uses that generate much-needed local employment and tax ratables to contribute to the economic development of the area. Like Plan Amendment #11, Plan Amendment #21 would not permit the demolition of any buildings identified in the *Reuse Plan* as being required for preservation.

In summary, Plan Amendment #21 is consistent with the *Reuse Plan* and Plan Amendment #11 elements, objectives and planning principles. The wide-sweeping fluctuations in market conditions that have occurred since the *Reuse Plan*'s adoption in 2008 have impacted economic and community development in the host municipalities. This alternative development scenario will provide greater flexibility for an economically viable redevelopment project, while maintaining many of the key objectives and planning principles of the *Reuse Plan* and Plan Amendment #11.

### ***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. 52:271-18 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.*

Consistent with Plan Amendment #11, Plan Amendment #21 would advance both FMERA's stated purpose and the public welfare, by promoting, developing, encouraging, and maintaining employment and economic development, and it would advance the public welfare by furthering the adaptive reuse of an existing facility and roadway network at the Fort.

### ***Relationship to FMERA's Land Use Rules***

Plan Amendment #21 expands upon Plan Amendment #11 and creates an alternative development scenario and overlay zone superseding some provisions of FMERA's Land Use Rules. In all situations where zoning issues and bulk standards are not specifically addressed herein, FMERA's Land Use Rules, however, shall remain in effect.

## **V. 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 Oceanport Reuse Area is classified as Planning Area 1, Metropolitan Planning Area ("PA-1"). The SDRP defines Metropolitan Planning Areas as areas that "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." Plan Amendment #21 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, Plan Amendment #21 promotes the type of redevelopment needed to transform this area of the Oceanport Reuse Area, 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, Plan Amendment #21 allows for redevelopment in a location well served by existing transportation networks, which is consistent with the plans for the Oceanport Reuse Area.

### ***New Jersey Energy Master Plan (EMP)***

The New Jersey Energy Master Plan (2020) outlines strategies to achieve 100% clean energy by 2050. Key strategies include reducing energy consumption and emissions in transportation through electrification, expanding renewable energy resources like offshore wind and solar, improving energy efficiency standards, decarbonizing buildings, supporting underserved communities, and growing the clean energy economy. Along the same lines, in July 2021, the State amended the New Jersey Municipal Land Use Rules ("MLUL") requiring electric vehicle charging stations in most of new development project in New Jersey. While the MLUL Amendment will not be applicable to the Fort redevelopment projects, Plan Amendment #21 duly acknowledges the intent of this legislation and encourages use of electrical vehicle and renewable energy systems in the Fort redevelopment area. Furthermore, Plan Amendment #21 does not preclude the use and inclusion of sustainable development strategies and renewal energy as targeted under the State's EMP.

### ***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 Monmouth 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, Oceanport, and Tinton Falls. Plan Amendment #21 is consistent with the County's goals for open space in the Oceanport Reuse Area.

### ***Fort to Village Plan: A Vision for Oceanport's Fort Monmouth***

Although the development of the former Fort properties in Oceanport will be governed by the Land Use Regulations and Design Guidelines adopted by FMERA, as a point of information, the former Fort properties in Oceanport 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 ***Fort to Village Plan: A Vision for Oceanport's Fort Monmouth***. This document was incorporated as an amendment to the Master Plan which was adopted by the Oceanport Planning Board on April 23, 2008. The *Reuse Plan* envisioned Allison Hall (Building 209) and surrounding buildings as part of a unique resort hotel, spa and/or conference facility. The *Reuse Plan* envisioned the buildings along Oceanport Avenue south of Signal Avenue to be part of a Village Center and specifically part of a consolidated municipal complex. However, Oceanport purchased 13 acres of land along Oceanport Way (formerly Murphy Drive) on Fort Monmouth and has relocated its municipal complex to this new location. The *Reuse Plan* also envisioned a walkway along Parker's Creek. Plan Amendment #21 permits a hotel use in close proximity to Parkers' Creek, as well as a walkway along the creek.

### ***Oceanport Zoning***

The land area impacted by Reuse Plan Amendment #21 lies within the Borough's R-1: Single-Family Residential District under the municipality's current zone plan. This designation permits single-family detached dwellings, parks and playgrounds, municipal buildings, libraries, and public schools. The minimum lot size is 30,000 square feet, the maximum height is two stories, or thirty-five feet and the maximum density is 1.5 dwelling units per acre.

## VI. Conclusion

Plan Amendment #21 to the *Fort Monmouth Reuse and Redevelopment Plan*, maintains the land use concepts and vision articulated in the *Reuse Plan* and Plan Amendment #11. However, Plan Amendment #21 aims to provide flexibility for Plan Amendment #11's permitted uses, while leaving the remainder of the adopted overlay zoning largely unchanged in the Oceanport Reuse Area.

Plan Amendment #21 is consistent with the objectives and principles in the *Reuse Plan* and Plan Amendment #11, as well as State, County and Municipal planning objectives. Consistent with Plan Amendment #11, Plan Amendment #21 advances the public welfare, particularly with regard to promoting, developing, encouraging and maintaining employment. Lastly, Plan Amendment #21 provides flexibility for FMERA to more effectively attract potential non-residential users to the Oceanport Reuse Area, thereby enabling it to fulfill its statutory mandate to create new jobs, regenerate the local tax base and advance the general prosperity and welfare of the people most impacted by the Fort's closure.

## Parcel Map – Exhibit A

**Legend**

- Buildings to be preserved and adaptively reused
- Buildings may be adaptively reused
- The subject parcel affected by the Amendment #21



**Mayor & Council**  
910 Oceanport Way  
Oceanport, NJ 07757

**SCHEDULED**

**REPORT (ID # 3361)**

Meeting: 11/07/24 07:00 PM  
Department: Mayor & Council  
Category: Policy  
Prepared By: Jeanne Smith  
Initiator: Jeanne Smith  
Sponsors:  
DOC ID: 3361

**6.23**

## 2024 Best Practices Questions

### ATTACHMENTS:

- 2024 bpi (PDF)

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u> | <u>TOPIC</u>       | <u>QUESTION #</u> | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Answer                                                                                                                          |
|-----------------|--------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Unscored Survey | Affordable Housing | 001a              | Has your municipality been authorized to collect residential development fees to be deposited into an Affordable Housing Trust Fund?                                                                                                                                                                                                                                                                                                                                                       | [0.00] Yes                                                                                                                      |
| Unscored Survey | Affordable Housing | 001b              | If the answer to Question 1a is "Yes" on what date did the municipality first start collecting residential development fees. Fill-in date under Comments as MM/DD/YYYY. If 1a was answered "No" insert "Answered No" under Comments.                                                                                                                                                                                                                                                       | Comment: 04/11/2008                                                                                                             |
| Unscored Survey | Affordable Housing | 001c              | If the answer to Question 1a is "Yes" has your municipality adopted an ordinance setting forth conditions associated with affordable housing residential development fees? If so, fill-in the date the ordinance was adopted under Comments as MM/DD/YYYY. If not, insert "Answered No" or "Answered N/A" under Comments.                                                                                                                                                                  | [0.00] Yes<br>Comment: Ordinances #802 & #803 were adopted 09/01/2005 - Later replaced by ordinance #1019 adopted on 02/20/2020 |
| Unscored Survey | Affordable Housing | 002a              | Has your municipality been assessing non-residential development fees pursuant to N.J.S.A. 40:55D-8.1 et seq.?                                                                                                                                                                                                                                                                                                                                                                             | [0.00] Yes                                                                                                                      |
| Unscored Survey | Affordable Housing | 002b              | If the answer to Question 2a is "Yes" are the fees retained by the municipality in its own Affordable Housing Trust Fund or submitted to the State Treasurer?                                                                                                                                                                                                                                                                                                                              | [0.00] Yes<br>Comment: Borough's Affordable Housing Trust Fund                                                                  |
| Unscored Survey | Affordable Housing | 003a              | Did your municipality receive Regional Contribution Agreement (RCA) funds prior to 2008?                                                                                                                                                                                                                                                                                                                                                                                                   | [0.00] No                                                                                                                       |
| Unscored Survey | Affordable Housing | 003b              | If the answer to Question 3a was "Yes" have all RCA funds been expended pursuant to the approved RCA?                                                                                                                                                                                                                                                                                                                                                                                      | [0.00] N/A                                                                                                                      |
| Unscored Survey | Affordable Housing | 003c              | If the answer to Question 3b was "No" is the unspent balance of RCA funds currently in your municipality's Affordable Housing Trust Fund?                                                                                                                                                                                                                                                                                                                                                  | [0.00] N/A                                                                                                                      |
| Unscored Survey | Affordable Housing | 004               | Does your municipality have a third-round fair share affordable housing present need obligation? If so, the number of units completed that fulfill your municipality's third-round present need obligation under Comments (please only include numbers without text or explanation to facilitate tabulation). If your municipality does not have a third-round present need obligation, type "Answered No" under Comments. If responding "Other" please explain the reason under Comments. | [0.00] Yes<br>Comment: 2                                                                                                        |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u> | <u>TOPIC</u>       | <u>QUESTION #</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>Answer</u>              |
|-----------------|--------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Unscored Survey | Affordable Housing | 005a              | Does your municipality have a third-round fair share affordable housing prospective need obligation? If so, please provide your municipality's third-round fair share affordable housing prospective need obligation under Comments (please only include numbers without text or explanation to facilitate tabulation). This information can typically be found in your municipality's affordable housing settlement agreement, if one exists. Answer "No" if your municipality is an Urban Aid municipality that meets the qualification formula for an exemption from prospective need. If your municipality does not have a third-round prospective need obligation, type "Answered No" under Comments. If responding "Other" please explain the reason under Comments. | [0.00] Yes<br>Comment: 142 |
| Unscored Survey | Affordable Housing | 005b              | If the answer to Question 5a is "Yes" please provide the number of units completed that fulfill your municipality's third-round prospective need obligation under Comments (please only include numbers without text or explanation to facilitate tabulation). If your municipality does not have a third-round prospective need obligation, type "Answered No" under Comments. If your answer to Question 5a is "Other" please state the reason under Comments.                                                                                                                                                                                                                                                                                                           | Comment: 142               |
| Unscored Survey | Affordable Housing | 006               | Has your municipality been the subject of a builder's remedy lawsuit for its third-round prospective need obligation in which the court imposed a judgment in favor of the builder?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | [0.00] No                  |
| Unscored Survey | Affordable Housing | 007a              | Has your municipality reached an affordable housing settlement agreement for the third round with the Fair Share Housing Center, a builder, or any other interested party?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | [0.00] Yes                 |
| Unscored Survey | Affordable Housing | 007b              | If the answer to Question 7a is "Yes" was the agreement approved by the courts and your municipality granted a Judgment of Compliance and Repose and Temporary Immunity from exclusionary zoning lawsuits?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | [0.00] Yes                 |
| Unscored Survey | Affordable Housing | 007c              | If the answer to Question 7a is "Yes" does the settlement agreement impose a prospective need obligation, net of bonuses, credits, and realistic development potential adjustments, that was greater than zero?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | [0.00] No                  |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u>       | <u>QUESTION #</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>Answer</u> |
|-------------------|--------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Unscored Survey   | Affordable Housing | 008               | Has your municipality formally appointed a municipal housing liaison?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | [0.00] Yes    |
| Unscored Survey   | Broadband          | 009a              | Does your municipality have a municipally-owned fiber network providing broadband access?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | [0.00] No     |
| Unscored Survey   | Broadband          | 009b              | If the answer to Question 9a is "No" is your municipality actively considering or taking steps towards the build-out of a municipally-owned fiber network providing broadband access?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | [0.00] No     |
| Core Competencies | Budget             | 010               | Unless the Local Finance Board sets forth a later date pursuant to N.J.S.A. 40A:4-5.1, N.J.S.A. 40A:4-5 requires that calendar year municipalities approve their introduced budgets no later than February 10 (or August 10 for state fiscal year municipalities) and N.J.S.A. 40A:4-10 requires that calendar year municipalities adopt their budgets no later than March 20 (or September 20 for state fiscal year municipalities). For CY2024 budgets the Local Finance Board extended these dates to March 29 and April 30, respectively, or the next regularly scheduled governing body meeting thereafter (See Local Finance Notice 2023-22). Timely budget adoption helps a municipality avoid having to issue estimated tax bills or tax anticipation notes (TANs). Did your municipality introduce and adopt its current year budget no later than the extended dates authorized by the Local Finance Board? This question may only be answered N/A if your municipality's budget is subject to adoption by the Local Finance Board under State Supervision or if the Division instructed the municipality to delay budget adoption. | [1.00] Yes    |
| Core Competencies | Budget             | 011               | N.J.S.A. 40A:5-12 requires the chief financial officer of each municipality to file the Annual Financial Statement (AFS) with the Division no later than February 10 (August 10 for SFY municipalities). Local Finance Notice 2023-22 announced the extension of this deadline to March 8. The statute specifies a \$5 per day penalty payable by the CMFO for failing to file the AFS within 10 days of after the time fixed for filing. Did your municipality file its AFS with the Division by no later than March 8 (or August 10 for SFY municipalities)?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | [1.00] Yes    |
| Core Competencies | Budget             | 012               | Pursuant to N.J.S.A. 40A:2-40, the chief financial officer each municipality shall, before the end of the first month of the fiscal year, file its Annual Debt Statement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | [1.00] Yes    |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u>     | <u>QUESTION #</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <u>Answer</u> |
|-------------------|------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
|                   |                  |                   | with the Division of Local Government Services. Did your municipality file its Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 (July 31 for SFY municipalities)?                                                                                                                                                                                                                                                                                                                                                           |               |
| Core Competencies | Budget           | 013               | Recent amendments to N.J.A.C. 5:30-7.4 disqualify from local examination a municipality that has failed to submit to the Division the user-friendly budget section corresponding with the previous year's adopted budget. Has your municipality electronically submitted to the Division the User-Friendly Budget section of its adopted CY2023/SFY2024 and CY2024 budgets?                                                                                                                                                                                               | [1.00] Yes    |
| Core Competencies | Budget           | 014               | Revenue from a local cannabis tax is required to be entered on the municipal budget under FCOA Code 08-240. If your municipality has adopted a local cannabis tax, does your municipal budget list revenue from its local cannabis tax under FCOA Code 08-240? Only answer N/A if your municipality has not adopted a local cannabis tax.                                                                                                                                                                                                                                 | [1.00] N/A    |
| Best Practices    | Budget           | 015               | Has your municipality created an accumulated absence liability trust fund pursuant to N.J.A.C. 5:30-15.5, and annually deposit appropriations into the fund? Only answer N/A if your municipality 1) does not offer (for any employee hired after a certain date) payouts upon retirement for accumulated sick leave, and 2) no current employee has a grandfathered right to sick leave payouts upon retirement.                                                                                                                                                         | [0.00] No     |
| Best Practices    | Budget           | 016               | N.J.S.A. 40A:4-62.1 allows municipalities to establish a storm recovery reserve for purposes such as, but not limited to, snow, ice, and debris removal. Unexpended balances budgeted annually for storm recovery purposes may be lapsed into the reserve. Has your municipality established a storm recovery reserve to ensure the consistent availability of funds for this purpose?                                                                                                                                                                                    | [0.50] Yes    |
| Core Competencies | Capital Projects | 017               | Sections 7 and 8 of P.L. 2021, c. 184 amended N.J.S.A. 40A:4-43 and 4-44 to require any municipality having its own water system to reflect in its capital budget and capital program the water infrastructure improvements listed on the annual Water Quality Accountability Act (WQAA) capital improvement report submitted to the Department of Environmental Protection (DEP). The Local Finance Board recently adopted amendments to N.J.A.C. 5:30-4.3 incorporating this statutory change into the municipal budget process. If your municipality has its own water | [1.00] N/A    |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u>     | <u>QUESTION #</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                           | <u>Answer</u> |
|-------------------|------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
|                   |                  |                   | system, does the capital budget and program reflect the capital projects listed in the annual WQAA report submitted to DEP that fall within the time period of the municipality's capital budget and capital program?                                                                                                                                                                                        |               |
| Core Competencies | Capital Projects | 018               | Has your municipality adopted a capital program as defined by N.J.A.C. 5:30-4.2, meaning a moving, multi-year plan and schedule for capital projects (including prospective financing sources) and, when pertinent, first year operating costs and savings? Only answer N/A if your municipality does not have a capital budget and is not required to adopt a capital budget pursuant to N.J.A.C. 5:30-4.3. | [1.00] Yes    |
| Core Competencies | Cybersecurity    | 019               | Is Multi Factor Authentication (MFA) required for remote access to your municipality's network? If yes, please state under Comments where your municipality deploys MFA (e.g. banking, privileged users in-network, off-network back ups).                                                                                                                                                                   | [1.00] Yes    |
| Core Competencies | Cybersecurity    | 020               | Does your municipality require a password policy for all network users requiring alphanumeric complexity, length requirements, and either 1) at least annual updating; or 2) a password meeting advanced standards such as those from the National Institute of Standards & Technology (NIST)?                                                                                                               | [1.00] Yes    |
| Best Practices    | Cybersecurity    | 021               | Has your municipality enrolled for membership in the New Jersey Cybersecurity & Communications Integration Cell (NJCCIC)? An NJCCIC membership provides access to the latest cyber alerts, bulletins, training notifications and other important updates.                                                                                                                                                    | [0.50] Yes    |
| Best Practices    | Environment      | 022               | Have one or more public electric vehicle charging stations been installed on municipal property?                                                                                                                                                                                                                                                                                                             | [0.00] No     |
| Best Practices    | Environment      | 023               | When purchasing new vehicles, does your municipality have a formal policy to purchase hybrid or alternative fuel vehicles whenever such vehicles are suited to the intended use? Only answer N/A if your municipality does not own any vehicles.                                                                                                                                                             | [0.00] No     |
| Core Competencies | Ethics           | 024               | The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Statements (FDSs) annually. Compliance by local elected officials is required by N.J.S.A. 40A:9-                                                                                                                                                             | [1.00] Yes    |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u>             | <u>QUESTION #</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>Answer</u>      |
|-------------------|--------------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
|                   |                          |                   | 22.6. Did all governing body members timely file their annual Financial Disclosure Statements for 2024 such that they were not issued a Notice of Violation (NOV) by the Local Finance Board? A "No" answer is permissible if the governing body members' NOV were rescinded by the Board. Only answer N/A if your municipality has an ordinance on the books establishing a municipal ethics board.                                                                                                                                                                                                                                                                                                                                     |                    |
| Core Competencies | Ethics                   | 025               | If your municipality has a municipal ethics board, did the municipal ethics board enforce the Financial Disclosure Statement (FDS) statute by issuing violations to local government officers (LGOs) who were on the 2024 roster but did not file the FDS by April 30, 2024? Only answer N/A if your municipality does not have an ordinance on the books establishing a municipal ethics board.                                                                                                                                                                                                                                                                                                                                         | [1.00] N/A         |
| Core Competencies | Ethics                   | 026               | N.J.S.A. 2C:51-2.d permanently disqualifies from future public employment any person convicted of an offense "relating directly to the person's performance in, or circumstances flowing from, the specific public office, position or employment held by the person." Disqualification from public employment relating to a conviction for a disorderly persons or petty disorderly persons offense may be waived by the court upon application of the county prosecutor or the Attorney General and for good cause shown. As part of any job application process, does your municipality ask whether the applicant is currently disqualified from public employment due to a criminal conviction for which N.J.S.A. 2C:51-2.d applies? | [1.00] Prospective |
| Core Competencies | Financial Administration | 027               | At its July 2023 meeting, the Local Finance Board adopted an amendment to N.J.A.C. 5:30-8.2 that converted the previously suggested surety bond schedule for a CMFO to a mandatory minimum schedule. This change came into effect on January 1, 2024. See Local Finance Notice 2023-21 for further details and to view the exposure index. Through a blanket bond or an individual bond, does your municipality provide a fidelity bond with faithful performance coverage for the CMFO that meets at least the minimum schedule set forth in N.J.A.C. 5:30-8.2?                                                                                                                                                                         | [1.00] Yes         |
| Core Competencies | Financial Administration | 028               | At its July 2023 meeting, the Local Finance Board adopted updates to N.J.A.C. 5:30-5.7 requiring municipalities to maintain a general ledger for not only the current fund, but also for all other funds, as well as post totals for all funds to the general ledger on at least a monthly basis and maintain required original books of entry in an electronic format. See Local Finance Notice 2024-09 for further details.                                                                                                                                                                                                                                                                                                            | [1.00] Yes         |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u>             | <u>QUESTION #</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>Answer</u> |
|-------------------|--------------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
|                   |                          |                   | Does your municipality maintain a general ledger for its current fund and all other funds in accordance with N.J.A.C. 5:30-5.7?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |
| Core Competencies | Financial Administration | 029               | Does your municipality post totals for all funds to the general ledger on at least a monthly basis?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | [1.00] Yes    |
| Core Competencies | Financial Administration | 030               | Does your municipality maintain required original books of entry in an electronic format?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | [1.00] Yes    |
| Core Competencies | Financial Administration | 031               | N.J.S.A. 40A:5-7 requires a synopsis of all audits, together with the auditor's recommendations, to be prepared and published by the municipal clerk at least once in the municipality's official newspaper or, if there is none, in a newspaper published in the local unit or, if there is no newspaper published in the local unit, in a newspaper having a general circulation in the municipality. If the municipal clerk fails to have publication of the synopsis and recommendations made within 30 days of receipt of the annual audit, the clerk shall be subject to a fine of \$10.00 payable to the local unit for each day after the expiration of the 30 days that such publication fails to appear. At its July 2023 meeting, the Local Finance Board adopted updates to N.J.A.C. 5:30-6.4 that codifies the minimum content of the synopsis of audit along with the process for publishing the synopsis and corrective action plan. See Local Finance Notice 2024-10 for further details. Does your municipality publish the synopsis of audit as required pursuant to N.J.S.A. 40A:5-7? | [1.00] Yes    |
| Core Competencies | Financial Administration | 032               | Local Finance Notice 2024-11 updates municipalities and fire districts on current IRS guidance and Federal Fair Labor Standards Act (FLSA) guidance pertaining to incentives paid to volunteer firefighters and EMS (other than LOSAP). Nominal stipends funded through the federal Staffing for Adequate Fire and Emergency Response (SAFER) program's volunteer firefighter recruitment and retention (R&R) grant is also discussed. Has your municipality reviewed its volunteer fire and EMS incentives for compliance with federal requirements?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | [1.00] Yes    |
| Best Practices    | Financial Administration | 033               | N.J.A.C. 5:30-8.3(a)(3) establishes a schedule of minimum dollar amounts for tax collector surety bonding. However, to provide a higher level of security for public funds, municipalities are encouraged to adopt the more stringent schedule for tax collector surety bonding specified in N.J.A.C. 5:30-8.3(a)(4). Has your municipality                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | [0.50] Yes    |

BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u>             | <u>QUESTION #</u> | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Answer                                                                      |
|-------------------|--------------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
|                   |                          |                   | adopted the more stringent surety bonding schedule for tax collectors set forth in N.J.A.C. 5:30-8.3(a)(4) or higher?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                             |
| Best Practices    | Financial Administration | 034               | N.J.A.C. 5:30-8.4 (a) establishes a schedule of minimum dollar amounts for municipal court surety bonding, specifically for municipal judges and municipal court administrators. However, subsection (b) of 5:30-8.4 encourages municipalities to adopt a more stringent schedule for municipal court surety bonding that is specified in the subsection. Has your municipality adopted the more stringent surety bonding schedule for municipal court judges and court administrators set forth in N.J.A.C. 5:30-8.4(b) or higher?                                                                                                                 | [0.50] Yes                                                                  |
| Core Competencies | Lead Remediation         | 035               | Subsection h. of N.J.S.A. 52:27D-437.16 requires each municipality to assess an additional fee of \$20 per unit inspected for lead hazards and deposited into the Department of Community Affairs' Lead Hazard Control Assistance Fund established pursuant to N.J.S.A. 52:27D-437.4. Has your municipality assessed and collected the above-reference \$20 fee assessment for each lead inspection and sent the proceeds to the Department of Community Affairs' Division of Housing & Community Resources for deposit into the Fund?                                                                                                              | [1.00] Yes                                                                  |
| Unscored Survey   | Lead Remediation         | 036a              | Does your municipality have a permanent local agency that is currently conducting inspections for lead-based paint hazards in rental dwellings and enforcing the provisions of P.L. 2021, c. 182? If your answer is "Other" fill-in the name of the municipal agency under Comments. If your answer is "Shared Service", please fill-in the name of the agency and the local unit providing the service under Comments. Further information concerning the requirements of this recently enacted law are available at <a href="https://www.nj.gov/dca/codes/resources/leadpaint.shtml">https://www.nj.gov/dca/codes/resources/leadpaint.shtml</a> . | [0.00] Other<br>Comment: Responsibility of homeowner to provide certificate |
| Unscored Survey   | Lead Remediation         | 036b              | If your municipality does not have a permanent local agency or a shared service currently conducting inspections for lead-based paint hazards in rental dwellings to enforce the provisions of P.L. 2021, c. 182, has your municipality retained a lead evaluation contractor to provide paid lead inspection services?                                                                                                                                                                                                                                                                                                                             | [0.00] No<br>Comment: Homeowner provides documentation                      |
| Unscored Survey   | Lead Remediation         | 037a              | Pursuant to P.L. 2021, c. 182, has your municipality identified rental dwellings that have experienced tenant turnover since July 22, 2022?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | [0.00] Yes                                                                  |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u>     | <u>QUESTION #</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>Answer</u> |
|-------------------|------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Unscored Survey   | Lead Remediation | 037b              | If your municipality has identified rental dwellings that have experienced tenant turnover since July 22, 2022, have all of those units been inspected prior to re-occupancy?                                                                                                                                                                                                                                                                                                                                                                                                                                                       | [0.00] Yes    |
| Unscored Survey   | Lead Remediation | 038a              | The method of lead-based paint hazard inspection required for each municipality is at <a href="https://www.nj.gov/dca/codes/publications/pdf_lead/doh_lead_data_insp.pdf">https://www.nj.gov/dca/codes/publications/pdf_lead/doh_lead_data_insp.pdf</a> . If your municipality is required to perform a visual inspection, how many visual lead-based paint inspections did your municipality conduct (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.                              | Comment: 10   |
| Unscored Survey   | Lead Remediation | 038b              | If your municipality is required to perform a dust wipe swiping under <a href="https://www.nj.gov/dca/codes/publications/pdf_lead/doh_lead_data_insp.pdf">https://www.nj.gov/dca/codes/publications/pdf_lead/doh_lead_data_insp.pdf</a> , how many dust wipe-sampling lead-based paint inspections did your municipality conduct (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.                                                                                                   | Comment: N/A  |
| Unscored Survey   | Lead Remediation | 038c              | How many post-remediation lead-based paint inspections has your municipality conducted (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.                                                                                                                                                                                                                                                                                                                                             | Comment: 1    |
| Unscored Survey   | Lead Remediation | 038d              | How many lead safe certifications have been issued by your municipality since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Comment: 1    |
| Core Competencies | Personnel        | 039               | For any municipal officers and employees NOT required by contract or municipal policy to make health benefit contributions following the Chapter 78 health benefit contribution grid (excluding Rx and dental), is your municipality requiring those employees to contribute at least 1.5% of base salary towards health benefits pursuant to P.L. 2010, c. 2? See Local Finance Notices 2010-12 and 2011-20R for further details. Answer N/A if all of your municipality's officers and employees are required by contract or municipal policy to contribute at least the amount required by P.L. 2011, c. 78 for health benefits. | [1.00] N/A    |

BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u> | <u>QUESTION #</u> | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Answer                            |
|-------------------|--------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Core Competencies | Personnel    | 040               | Payments for waivers filed before May 21, 2010 and maintained continuously since, cannot exceed fifty percent (50%) of the amount saved by the local unit as a result of the employee’s waiver of coverage. For waivers filed on or after May 21, 2010, which is the effective date of P.L. 2010, c. 2, payments cannot exceed the lesser of twenty-five percent (25%) of the amount saved by the local unit as a result of the waiver, or \$5,000. When calculating an employee’s waiver payment, the local unit must deduct the employee’s healthcare contribution obligation from the total premium cost. Local units have sole discretion as to whether or not to offer employees payments for waiver of health benefits, and may offer waiver payments below the statutory maximum. Health benefit waiver payments are statutorily excluded from collective bargaining. See Local Finance Notices 2010-12 and 2016-10 for further discussion on health benefit waiver payments. Are your municipality’s healthcare waiver payments at or below the statutory maximum? “N/A” is only applicable where the municipality does not make payments in lieu of health benefits. | [1.00] Yes                        |
| Core Competencies | Personnel    | 041               | The Fair Labor Standards Act (FLSA) is a federal law requiring that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and thus not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (please consult labor counsel for detailed guidance). Exempt status also precludes overtime pay for time worked during emergencies, attendance at night meetings and participation in training sessions. Compensated leave time in lieu of cash payments is considered a form of overtime pay unless such leave is utilized in the same pay period. Does your municipality refrain from paying overtime to employees classified as exempt under the FLSA?                                                                                                                                               | [0.00] No                         |
| Core Competencies | Personnel    | 042               | Has your municipality reviewed and updated its employee personnel manual/handbook within the past three years or upon the conclusion of each of your municipality's collective negotiated agreements (CNAs)? If yes, please provide in the Comments section the date which the personnel manual was officially updated                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | [1.00] Yes<br>Comment: 10/19/2023 |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u> | <u>QUESTION #</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>Answer</u>      |
|-------------------|--------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
|                   |              |                   | using the MM/DD/YYYY format. If not yes, please type "Did Not Answer Yes" into the comment box.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |
| Core Competencies | Personnel    | 043               | At its July 2023 meeting, the Local Finance Board updated N.J.A.C. 5:30-16.2 to require a municipality's purchasing agent, certified public works manager, and business administrator/municipal manager to register for GovConnect by November 1, 2023. If your municipality has one or more of the above-referenced titles, have the individuals in those titles registered for GovConnect?                                                                                                                                                                                                                                                                                                                                           | [1.00] Yes         |
| Unscored Survey   | Personnel    | 044               | Does your municipality currently have an unlicensed individual serving as an acting municipal clerk, tempoary chief municipal finance officer, temporary purchasing agent, and/or a temporary chief public works manager? Select as many as are applicable or None of the Above.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |
| Unscored Survey   | Personnel    | 045               | Does your municipality currently retain a chief financial officer through a professional services contract?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | [0.00] No          |
| Core Competencies | Procurement  | 046               | The purchase of insurance coverage and consultant services is a limited exception to public bidding by virtue of being deemed an Extraordinary Unspecifiable Service (EUS) pursuant to N.J.S.A. 40A:11-5(a)(ii) and 40A:11-5(1)(m). Page 3 of Local Finance Notice AU-2002-2 for further details. The standard EUS certification declaration (do not submit the form to DLGS) is available at <a href="https://www.nj.gov/dca/divisions/dlgs/programs/lpcl_docs/eus_letter.pdf">https://www.nj.gov/dca/divisions/dlgs/programs/lpcl_docs/eus_letter.pdf</a> . If your municipality has procured insurance under the EUS exception to public bidding, has your municipality followed the procedural requirements of an EUS in doing so? | [1.00] N/A         |
| Core Competencies | Procurement  | 047               | N.J.S.A. 34:1A-1.16 authorizes the New Jersey Department of Labor and Workforce Development (NJDOL) to create a list on its website, dubbed the Workplace Accountability in Labor List (The WALL), of any person found in violation of any State wage, benefit, and tax laws and against whom a final order has been issued by the NJDOL for such violation. A contract cannot be awarded to any contractor or vendor appearing on the WALL, which is available at <a href="https://www.nj.gov/labor/ea/osec/wall.shtml">https://www.nj.gov/labor/ea/osec/wall.shtml</a> . Is your municipality cross checking prospective vendor or contractor names against the WALL before awarding any contract over the quote threshold?          | [1.00] Prospective |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u>    | <u>QUESTION #</u> | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Answer</b> |
|-------------------|-----------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Core Competencies | Procurement     | 048               | P.L. 2023, c. 138 requires public works contractor registration and payroll certification for public works projects to be completed online at <a href="https://njwages.nj.gov/">https://njwages.nj.gov/</a> . Municipalities were required to be registered prior to August 15, 2024. Email <a href="mailto:njwagehubinfo@dol.nj.gov">njwagehubinfo@dol.nj.gov</a> for assistance with registration. In addition to the NJ Wage Hub online requirements, certified payrolls shall continue to be submitted to the municipality in the manner and process that is consistent with each body's previous receipt of certified payrolls (e.g. email, fax). Is your municipality registered with NJDOL's online certified payroll system? | [1.00] Yes    |
| Best Practices    | Procurement     | 049               | If your municipality contracts with an insurance broker for health insurance, and said contract exceeds the Local Public Contracts Law (LPCL) bid threshold, is your municipality's health insurance broker being procured through a competitive contracting or sealed bid process conducted pursuant to the Local Public Contracts Law? Only answer N/A if your municipality does not contract with an insurance broker for health insurance or, if it does, the contract does not exceed your municipality's LPCL bid threshold.                                                                                                                                                                                                   | [0.50] N/A    |
| Best Practices    | Procurement     | 050               | Insurance broker fees dependent on the amount of health insurance premiums or fees paid by the municipality are vulnerable to abuse as brokers could face conflicting incentives in seeking lower-cost health insurance alternatives. If your municipality contracts with an insurance broker for health insurance, is the structure for broker payments set at a flat-fee rather than on a commission basis to mitigate the risk of a broker recommending more expensive health insurance coverage to earn higher fees? Only answer N/A if your municipality does not contract with an insurance broker for health insurance.                                                                                                       | [0.50] N/A    |
| Core Competencies | Shared Services | 051               | N.J.S.A. 40A:65-4(b) requires a copy of each shared services agreement to be filed with the Division of Local Government Services. Has your municipality filed with the Division the most current copy of each shared services agreement under which the municipality provides one or more services to another local unit as defined by N.J.S.A. 40A:65-3 of the Uniform Shared Services and Consolidation Act? Only answer N/A if your municipality does not provide a shared service to another local unit.                                                                                                                                                                                                                        | [0.00] No     |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u>                  | <u>QUESTION #</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <u>Answer</u>                                                                                                                                                                                                                           |
|-------------------|-------------------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unscored Survey   | Shared Services               | 052a              | If your municipality currently provides a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendent to another municipality pursuant to a shared services agreement, please select one or more of the options provided and list under Comments each municipality (and the county in which that municipality is located) along with the position being provided to that municipality. If your municipality currently provides none of these positions pursuant to a shared services agreement, select None of the Above and insert N/A into Comments. | Comment: N/A                                                                                                                                                                                                                            |
| Unscored Survey   | Shared Services               | 052b              | If the answer to Question 52a is yes, did one or more of the identified shared service agreements result in the dismissal of a tenured official? If yes, please insert under Comments 1) the position or positions where an agreement resulted in the dismissal of a tenured official; and 2) an estimate of the cost savings anticipated to be achieved by the participating municipalities at the outset of the agreement. If the answer is No or N/A, please insert "No" or "N/A" under Comments. See LFN 2018-3R for more information on this provision of the Common Sense Shared Service Act.                                                                                     | [0.00] N/A                                                                                                                                                                                                                              |
| Unscored Survey   | Special Improvement Districts | 053a              | Has your municipality designated one or more special improvement districts (SIDs) pursuant to N.J.S.A. 40:56-71?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | [0.00] No                                                                                                                                                                                                                               |
| Unscored Survey   | Special Improvement Districts | 053b              | If your municipality has designated one or more special improvement districts (SIDs) pursuant to N.J.S.A. 40:56-71, does one or more SID have a business improvement zone established pursuant to N.J.S.A. 40:56-71.1 et seq.? Answer N/A if your municipality does not have a SID.                                                                                                                                                                                                                                                                                                                                                                                                     | [0.00] N/A                                                                                                                                                                                                                              |
| Core Competencies | Transparency                  | 054               | Are your municipality's codified and uncoded ordinances, including all current salary ordinances, posted on the municipality's website? Please provide the link to the webpage on which the ordinances are posted under Comments. If the answer is "No" type "Answered No" under Comments.                                                                                                                                                                                                                                                                                                                                                                                              | [1.00] Yes<br>Comment: ORDINANCES:<br><a href="https://oceanportboro.com/government/ordinances">https://oceanportboro.com/government/ordinances</a> CODE BOOK:<br><a href="https://ecode360.com/OC0304">https://ecode360.com/OC0304</a> |
| Core Competencies | Transparency                  | 055               | Does your municipality maintain on its website minutes and agendas for the governing body, planning board, board of adjustment and all commissions? Please                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | [1.00] Yes                                                                                                                                                                                                                              |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u> | <u>QUESTION #</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>Answer</u>                                                                                                                                                                                                                     |
|-------------------|--------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   |              |                   | provide the link to the webpage on which the agendas and minutes are listed under Comments. If the answer is "No" type "Answered No" under Comments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Comment:<br><a href="https://oceanportboroughnj.iqm2.com/Citizens/default.aspx">https://oceanportboroughnj.iqm2.com/Citizens/default.aspx</a>                                                                                     |
| Core Competencies | Transparency | 056               | Does your municipality's website have a calendar that is regularly updated with the meeting dates for governing body meetings along with the meetings of all other boards, committees, and commissions? Please provide the link to the webpage on which the calendar is listed under Comments. If the answer is "No" type "Answered No" under Comments.                                                                                                                                                                                                                                                                                        | [1.00] Yes<br>Comment:<br><a href="https://oceanportboro.com/resident/calendar#year=2024&amp;month=10&amp;day=10&amp;view=month">https://oceanportboro.com/resident/calendar#year=2024&amp;month=10&amp;day=10&amp;view=month</a> |
| Core Competencies | Transparency | 057               | Does your municipality maintain on its website the previous three years of adopted budgets and the current year introduced or adopted budget, inclusive of the user-friendly budget section? Please provide the link to the webpage on which the budgets are posted under Comments. If the answer is "No" type "Answered No" under Comments.                                                                                                                                                                                                                                                                                                   | [1.00] Yes<br>Comment:<br><a href="https://ecode360.com/OC0304/documents/Financial_Documents">https://ecode360.com/OC0304/documents/Financial_Documents</a>                                                                       |
| Core Competencies | Transparency | 058               | Does your municipality maintain on its website the most recent annual financial statement (AFS) and annual audit, including any corrective action plan? Please provide the link to the webpage on which both are posted under Comments. If the answer is "No" type "Answered No" under Comments.                                                                                                                                                                                                                                                                                                                                               | [1.00] Yes<br>Comment:<br><a href="https://ecode360.com/OC0304/documents/Financial_Documents">https://ecode360.com/OC0304/documents/Financial_Documents</a>                                                                       |
| Best Practices    | Transparency | 059               | Does your municipality post on its website all current labor agreements, including memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements? Please provide the link to the webpage on which current labor agreements are posted under Comments. If the answer is "No" type "Answered No" under Comments. If the answer is "N/A", please use the comment box to provide clarification.                                                                                                                                                                                                                      | [0.50] Yes<br>Comment:<br><a href="https://ecode360.com/OC0304/documents/Financial_Documents">https://ecode360.com/OC0304/documents/Financial_Documents</a>                                                                       |
| Core Competencies | Transparency | 060               | N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to <a href="mailto:contracts@perc.state.nj.us">contracts@perc.state.nj.us</a> . Has your municipality filed all current contracts with PERC? Only answer N/A if your municipality does not have any employee labor unions. | [1.00] Yes                                                                                                                                                                                                                        |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u> | <u>QUESTION #</u> | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Answer     |
|-------------------|--------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Core Competencies | Transparency | 061               | Pursuant to N.J.S.A. 34:13A-16.8(d)(2), PERC requires a summary of the cost impact associated with a municipality's completed contracts for all bargaining units. Police and fire contracts have one summary form, while non-police and fire contracts have another form. The summary forms and filing instructions are located at <a href="https://www.state.nj.us/perc/conciliation/contracts/">https://www.state.nj.us/perc/conciliation/contracts/</a> . Has your municipality filed the required PERC summary forms for all current completed labor agreements? Only answer N/A if your municipality does not have any employee labor unions.                                                                                              | [1.00] Yes |
| Core Competencies | Transparency | 062               | In accordance with Governor Murphy's Executive Order 267 dated October 8, 2021 and outlined in LFN 2022-08 dated March 2, 2022, municipalities and counties were required to provide DLGS with a copy of all American Rescue Plan (ARP) LFRF reports filed with U.S. Treasury, including Project and Expenditure Reports, Interim Reports, and Recovery Plan and Performance Reports?. Did your municipality file with DLGS all reports filed with Treasury? Only answer N/A if your municipality refused ARP LFRF Funding                                                                                                                                                                                                                      | [1.00] Yes |
| Core Competencies | Transparency | 063               | P.L. 2023, c. 30, known as the "Elections Transparency Act," made various significant changes to New Jersey's pay-to-play laws. One of these changes is the prohibition on imposing pay-to-play provisions that are more restrictive than those in State law. The repeal of N.J.S.A. 40A:11-51, the statute that originally authorized local pay-to-play restrictions or grandfathered existing ones, is effective retroactive to January 1, 2023. See Local Finance Notice 2023-14 for further details. Has your municipality repealed any local pay-to-play ordinances or resolutions originally authorized or grandfathered by N.J.S.A. 40A:11-51? Answer N/A if your municipality did not have local pay-to-play restrictions on the books. | [1.00] Yes |
| Best Practices    | Transparency | 064               | Does your municipality feature a link on its website to the Division of Taxation's Property Tax Relief Program webpage at <a href="https://www.state.nj.us/treasury/taxation/relief.shtml">https://www.state.nj.us/treasury/taxation/relief.shtml</a> ?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | [0.50] Yes |
| Unscored Survey   | Transparency | 065a              | Does your municipality have one or more official social media accounts? Please select all that apply.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |
| Unscored Survey   | Transparency | 065b              | If your answer to Question 65a is "Yes", does your municipality allow comments on its social media posts?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | [0.00] Yes |

## BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u>  | <u>QUESTION #</u> | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Answer</b> |
|-------------------|---------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Unscored Survey   | Transparency  | 065c              | If your answer to Question 65b is "Yes", does your municipality archive comments made on its social media posts?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | [0.00] No     |
| Core Competencies | Redevelopment | 066               | Upon the adoption of a resolution by a municipal governing body determining that a delineated area, or any part thereof, is an area in need of redevelopment or an area in need of rehabilitation, N.J.S.A. 40A:12A-6.b(5)(c) and 40A:12A-14.a require the municipal clerk to transmit a copy of the resolution to the Commissioner of the Department of Community Affairs for review. If the area in need of redevelopment or rehabilitation is not located in an area in which development or redevelopment is to be encouraged pursuant to any State law, the determination shall not take effect without first receiving the review and approval of the Commissioner. If the area in need of redevelopment or rehabilitation is located within an area in which development or redevelopment is encouraged pursuant to State law, the resolution shall take effect after the municipal clerk has transmitted a copy of the resolution to the Commissioner. Areas in Need of Redevelopment and Areas in Need of Rehabilitation are featured on the NJ Community Asset Map hosted on the Office of Local Planning Services webpage under "Available Data and Applications." Has your municipality submitted all resolutions designating areas in need of redevelopment or rehabilitation within the municipality to the DCA Commissioner? | [1.00] Yes    |
| Core Competencies | Redevelopment | 067               | N.J.S.A. 40A:20-9.d requires an urban renewal entity with which the municipality has a financial agreement for a long-term payment in lieu of taxes (PILOT) to submit annually, within 90 days after the close of its fiscal year, its auditor's reports to the mayor and the governing body. Does your municipality enforce the annual submission of urban renewal entity audit reports and review those reports?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | [1.00] Yes    |
| Core Competencies | Utilities     | 068               | P.L. 2022, c.107 (N.J.S.A. 48:2-29.57 et seq. or the "Utility Reporting Law") requires the Board of Public Utilities (BPU) to collect data from both investor-owned utilities and local government-owned utilities regarding service to residential and commercial customers. The reporting template is available at <a href="https://nj.gov/bpu/agenda/doc/PL107/ReportingRequirementTemplateFinal.xlsx">https://nj.gov/bpu/agenda/doc/PL107/ReportingRequirementTemplateFinal.xlsx</a> . If your municipality has a water, sewer, or electric system, has your municipality complied with the reporting requirement in the Utility Reporting Law?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | [1.00] N/A    |

BEST PRACTICES 2024 – OCEANPORT BOROUGH

| <u>CATEGORY</u>   | <u>TOPIC</u> | <u>QUESTION #</u> | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Answer     |
|-------------------|--------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Core Competencies | Utilities    | 069               | Section 4 of P.L. 2021, c. 317 establishes a Winter Termination Program allowing eligible residential customers to avoid service shutoff from November 15 through March 15 for non-payment of water, sewer, or electric service provided by a local unit. See Local Finance Notice 2023-09 for further details. Has your municipality notified its residential ratepayers about the Winter Termination Program in the manner required under law with respect to the utility services it provides? | [1.00] N/A |

**BOROUGH OF OCEANPORT****MAYOR & COUNCIL****MINUTES • OCTOBER 3, 2024****Workshop****Clement V. Sommers Municipal Building****7:00 PM****910 Oceanport Way, Oceanport, NJ 07757**

I. **Call to Order & Statement of Compliance with Open Public Meetings Act:** Mayor Tvrdik called the meeting to order at 7:00 PM and then read the OPMA Statement: This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2024 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.

II. **Flag Salute, Statement to the Public:** Deputy Clerk Kramer led attendees and the members of the Governing Body in the flag salute.

III. **Roll Call:**

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

IV. **Public Comment on Action Items:** Mayor Tvrdik opened the meeting to the public on action items only. As no one else from the public appeared, that portion of the meeting was closed.

V. **Action Items:**

**#2024-237** Resolution authorizing payment of BILL LIST 10-03-2024

**RESULT:** **ADOPTED AS AMENDED [UNANIMOUS]**

**MOVER:** Michael O'Brien, Councilman

**AYES:** Deerin, Gallo, Keeshen, O'Brien, Salnick, Cooper

**SECONDER:** Keith Salnick, Councilman

**#2024-238** Resolution requesting waiver of 390-17(F) - 56 Manitto Place

**RESULT:** **ADOPTED [UNANIMOUS]**

**MOVER:** William Deerin, Councilman

**AYES:** Deerin, Gallo, Keeshen, O'Brien, Salnick, Cooper

**SECONDER:** Michael O'Brien, Councilman

**#2024-239** Resolution awarding contract for Old Wharf Park Parking Lot Expansion

**RESULT:** **ADOPTED [UNANIMOUS]**

**MOVER:** Richard Gallo, Councilman

**AYES:** Deerin, Gallo, Keeshen, O'Brien, Salnick, Cooper

**SECONDER:** Michael O'Brien, Councilman

**#2024-240** Resolution awarding contract to Amazon.com for various goods and services

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

**#2024-241** Resolution authorizing dedication by Rider, Holiday Extravaganza - *Added*

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

**#2024-206rev** Resolution appointing Lesley K. Kirchgessner as Municipal Court Administrator\_revised - *Added*

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

#### VI. Second Reading & Public Hearing Ordinances:

##### **#1100** Ordinance Amending Chapter 284, Peace and Good Order

Councilwoman Cooper called for the 2nd reading and Public Hearing of an ordinance amending Chapter 284 Peace and Good Order and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only **AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 284 OF THE CODE OF THE BOROUGH OF OCEANPORT ENTITLED "PEACE AND GOOD ORDER"** was published one time in the Two River Times on September 26, 2024.

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

Councilwoman Cooper made a motion to adopt the ordinance and advertise in accordance with law, seconded by Councilman Salnick.

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

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

Councilwoman Cooper called for the 2nd reading and Public Hearing of an ordinance amending Chapter 284 Peace and Good Order and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only **AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AUTHORIZING AN EASEMENT AGREEMENT WITH NETFLIX, INC. FOR THE RELOCATION OF OSPREY NESTS ON BOROUGH PROPERTIES** was published one time in the Two River Times on September 26, 2024.

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

Councilwoman Cooper made a motion to adopt the ordinance and advertise in accordance with law, seconded by Councilman Deerin.

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

#### VII. **Clerk's Report:** Ms. Smith attended the JIF's webinar on election security in preparation of the upcoming general election, development of security plans to be prepared in the event of an emergency situation; reviewing the Borough's cyber security policy for JIF compliance, changes in tier levels and reviewing the cost-benefit of implementing additional security measures; provided an update on the records management project.

**Old Business:**

1. Resolution authorizing refund of funds balance for FMERA MOU 600 Area Water Project – *discussed and moved forward*

**New Business:**

2. Resolution appointing Donald Baldwin as a per diem Plumbing/Mechanical Subcode & Inspector – *discussed and moved forward*
3. Resolution appointments to Boards & Committees, HIS, WW – *discussed and moved forward*
4. Discussion: Floating Dock, Blackberry Bay Park - Mayor Tvrdik advised that a few residents have reached out looking for additional cleats to be added to the floating dock; it is not a permanent structure, just a way for the Crew team to tie-up so they can get their trailer to embark or come back; this is a safety issue and will help pull the kids towards the pilings; the future plan is to reuse the old dock and either extend off or go to the other side where there's a bulkhead and have it separate for the Crew team over there.
5. Discussion: Resident Request to rent parking space at BBB Park – Mayor Tvrdik advised that a resident has requested to rent a parking space at Blackberry Bay Park to park her trailer that she uses for her paddleboard yoga business; the request was made a few months ago at a Council Meeting and the matter was referred to the Planning and Development Committee and Finance Committee; with the ongoing demolition of the pool and the added space needed for the Recreation and Planning and Development, the borough does not feel this is a good time to rent out parking spaces which are in high demand right now.
6. Discussion: Tree Ordinance and Shade Tree Committee - Mayor Tvrdik advised new state mandates require updating our tree ordinances and need to reactivate the Committee in order to meet the stormwater regulations; if anyone is interested in joining the committee, complete the Volunteer/Call of Service form on the Borough's website.
7. Discussion: Public Safety Committee Recommendation to Fill Police Chief Vacancy – Mayor Tvrdik explained the upcoming retirement of Chief Kelly and the interview process to fill the vacancy. Councilman Keeshen advised that three very qualified candidates applied for the position; each candidate was scored on the same set of questions; the committee along with the Mayor and Ms. Phelps discussed and the Public Safety Committee recommends the appointment of Gary Grimes as the next Chief of Police for the Borough of Oceanport. Mayor Tvrdik mentioned the Sergeant vacancy created by the promotion of Gary Grimes would be discussed and a recommendation made at a future meeting. Resolution to promote Gary Grimes will be added to the October 17<sup>th</sup> meeting; also discussed was request by Chief Kelly to compensate for three unused vacation days in order to be available to bring Mr. Grimes up to speed to which there were no objections.
8. Discussion: Leasing of Public Building Space - *Added on Late* - Mayor Tvrdik led discussion on the potential opportunity to lease approximately 6500 square feet at the rear of the police building. Netflix will eventually take the FMERA building who would need a new location and maybe one for them to consider - would be done through a shared service. If they are not interested, consideration is being made to offer the area for lease by public bid.
9. Discussion: Solid Waste & Recycling Contracts, Borough Administrator - *Added on Late* Ms. Phelps reported that our current garbage and recycling contract expires June 30<sup>th</sup> of next year; would like to bid in December in the event a second bid is needed; discussed in detail the bid specs and proposed options to reduce costs including moving to 2 garbage zones, service that has automated truck lift of the cans which the Finance Committee and DPW were asked to come up with some options; also discussed was a possible compost site. Councilman Salnick asked if there had been any investigation into shared services. Mayor Tvrdik added that several services were already available including bulk and metal pickup and the Committee can take into consideration the value of costs/benefits for having own recycling center. Timing wise, the Borough's contract expired after other towns had gone with new contracts so they weren't able to take advantage of that.

**Minutes:**

10. Mayor & Council - Workshop - May 2, 2024, 7:00 PM – moved forward with no objections

**VIII. Administrator's Report:** Ms. Phelps reported on items including NJ Film Ready and will be touring with them through Oceanport; the County has approved the grant application for phase four for the improvements to Maria Gatta in the amount of \$475,000 which will include installation of water and sewer services, construction of a building to house restrooms and storage.

At 7:49 PM, Councilman Salnick exited the dais and took a seat in the audience.

**Request for Easement\_60 Shore Road** – Mayor Tvrdik explained in detail the events that occurred subsequent to the September 19<sup>th</sup> meeting related to the 60 Shore Road matter including an after-the-meeting conversation with Mr. Salnick in which he suggested that the Mayor may want to take a look at a certain address before reaching out to the DEP. Initially Mayor Tvrdik took it as threatening but corrected himself stating that what he actually did was try to extort a government official. If anything done at that property was wrong or if they have a dock that's not in compliance, that's on his in-laws and they would have to bring it up to compliance. Mayor Tvrdik passionately advised that he follows the rules – building houses in town. He provided details concerning

a text he received at 4:15 am with historical photos and current photo of his in-laws' property showing their dock, assertions that enforcement should not have favoritism, and that he would be blocking that number from his personal cell phone and directed all contact to be through the Mayor's contact information. Later in the morning, prior to his grandfather's funeral at 10am, he emailed the DEP with a request to advise if the structure(s) at 60 Shore Road were constructed in accordance with their permit or if the permit had been amended prior to the governing body's consideration of an easement for access to the dock. NJDEP response came that same day affirming that the permit for 2 jet skis had not been modified and any structures not shown on the approved plan would be a violation and specifically states that no boat could be moored. Subsequently Mr. Salnick filed a cease and desist email for all activities, communications and other actions by the borough, its employees and other representatives regarding the continued unlawful harassment and the violation of his civil rights and if not complied with Mr. Salnick would file litigation and seek monetary damages. He urged the Council to consider strongly opposing the easement request with the current situation and not allow for the dock to be used in a manner in which it wasn't constructed. Mayor Tvrdek polled the Council asking if each one had any questions or comments with none expressed. There were inaudible comments made by Mr. Salnick from the audience to which Mayor Tvrdek shut down as it was not the appropriate time of the meeting.

At 8:04 PM, Councilman Salnick resumed his seat at the dais.

- IX. Mayor's Report:** Mayor Tvrdek played a voicemail message from a resident complimenting how great Maria Gatta Park looks; Veterans Day is November 11<sup>th</sup>, the wreath placement will be at Borough Hall at 10:30am; attended the RWJ Mayor's Breakfast discussed the ongoing mental health issues in Monmouth County; spoke to seventh and eighth grade students at Maple Place regarding e-bikes, an ordinance has been drafted; the Pumpkin Fest at Hook and Ladder was well attended; Trunk or Treat is on October 27<sup>th</sup> at Borough Hall; Roseanne Letson from the Historical Committee could not attend tonight's meeting, they will be participating in Archives and History Day on October 26<sup>th</sup> at Brookdale and are working with a reporter who is putting together a story on the history of Oceanport; Shore Regional's Field Hockey team in number one in the conference, number six in the State; Congratulated Gary Grimes on his promotion to Chief; First Aid Squad is having their community CPR class on October 5<sup>th</sup>; Townwide yard sale is this weekend.

- X. Public Comment:** Mayor Tvrdek opened the meeting to comments from the public. Councilman Salnick asked if he should comment from the dais or as public. Mayor Tvrdek responded that if his comments were personal that he should step down from dais. Mayor Tvrdek first asks the general public if there was anyone who wished to come forward.

As there was no one else from the general public, Mayor Tvrdek recognized Mr. Salnick at the general public microphone for his public comments.

Keith Salnick, 60 Shore Road, commented at length on the Mayor's comments concerning his easement request, asserting harassment by the Borough and misleading or false allegations on a variety of issues, accused Mayor Tvrdek of being spiteful and vindictive and conducting a personal war against him, his lifestyle, his business, his well being and now out of control. There was a heated exchange back and forth between Mr. Salnick and Mayor Tvrdek on the assertions and allegations for several minutes. At 8:22 PM Mayor Tvrdek asked if Mr. Salnick was done whom responded that he wasn't finished explaining himself. Mayor Tvrdek allotted an additional 5 minutes for Mr. Salnick to conclude. Mr. Salnick continued to speak on the ridiculousness of the situation, reiterating his previous assertions, allegations and concerns.

At 8:31 Councilwoman Cooper made a motion to adjourn the matter which was not met with a second due to the loudness of the voices continuing to argue.

- XI. Adjournment:** At 8:32 PM the meeting was adjourned on a motion by Councilwoman Cooper, seconded by Councilman O'Brien and approved by Council.

Respectfully submitted,

Jeanne Smith  
BOROUGH CLERK



# BOROUGH OF OCEANPORT

## MAYOR & COUNCIL

MINUTES • OCTOBER 17, 2024

Regular Meeting

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

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

Mayor Tvrdik recognized the recent passing of long-time resident and volunteer, Buddy Brocklebank, a tremendous loss for the Oceanport community. In "Buddy Brocklebank" fashion, he called for everyone to rise with a round of applause.

- III. **Flag Salute, Statement to the Public:** Samantha Slattery led attendees and the Mayor & Council in the flag salute.

- IV. **Roll Call:**

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

- V. **PROCLAMATION:**

1. Oceanport Preschool. Mayor Tvrdik invited Felicia Slattery and Tracy Pennell along with staff of the Oceanport Preschool and gave the following Proclamation in recognition of their 24 years of service to the Borough's residents.

**WHEREAS**, it is a distinct privilege, on behalf of the residents of the Borough of Oceanport and the Borough Council, to recognize the Oceanport Preschool and its owners for their many years of commitment and faithful service to the children and residents of Oceanport, Monmouth County and the State of New Jersey; and

**WHEREAS**, Oceanport Preschool was opened in the year 2000 by two energetic and visionary young women, Felicia Slattery and Tracy Pennell, who set out on a quest that combined their passion for educating and caring for children with their desire to build a business and a culture that made for a better community; and

**WHEREAS**, in order to bring their vision to fruition, Felicia Slattery and Tracy Pennell established Oceanport Preschool and have dedicated the past 24 years of their lives to early childhood education and the care, support and growth of the children of Oceanport; and

**WHEREAS**, over the course of the past 24 years, Felicia and Tracy grew the Oceanport Preschool with the assistance of many wonderful staff members and helpers, past and present, without whom there would be no Oceanport Preschool: most notably, Nicole Deusch, Chrissie Brignola, Tracy Stetter, Meghan Ferone, Maggie Geiger, Michele Lavallo, Samantha Slattery, Jimmy Slattery, Annie Deusch, Kathleen Gemignani, Joelle Caputo, Jill Ferrante, Jackie McGowan, Nicole Bailey, Lori DeFazio Mutch, Angela Vill, John Sferra, Victoria Cassel, Wes Sherman, Joey Lombardo, Dave Phillips, Jack Brignola and, most importantly, the women who raised them, supported them and chipped in when needed, Joannie Slattery, Paula Lombardo and Irene Henkes; and

**WHEREAS**, the unsung heroes of this whole enterprise, however, are Felicia and Tracy's husbands Kerin and Mike, and we would be remiss if we did not thank Kerin Slattery and Mike Pennell on behalf of Felicia and Tracy, both of whom neglected to mention their husbands when they provided us with the list above; and

**WHEREAS**, Felicia and Tracy have been long-time advocates of the importance of universal preschool and were happy to see Wolf Hill School participate in the initiative to provide free preschool to Oceanport's residents; and

**WHEREAS**, in light of the Wolf Hill School's free preschool program, Felicia, Tracy and their respective families have made the decision to close the Oceanport Preschool,

**NOW, THEREFORE, BE IT RESOLVED**, that in recognition of Oceanport Preschool, its founders Felicia Slattery and Tracy Pennell, its unparalleled staff members and helpers, and the school's 24 years of business, commitment and service to community, I, Thomas J. Tvrdik, Mayor of the Borough of Oceanport, on behalf of Oceanport's residents and Governing Body, extend a most sincere "Thank You" to the Oceanport Preschool and all of the wonderful individuals for all the wonderful things they have done for the children of Oceanport, and I hereby further celebrate and commemorate these contributions by declaring that **OCTOBER 17, 2024** shall be known as "**OCEANPORT PRESCHOOL DAY**" in the Borough of Oceanport!

- VI. PUBLIC COMMENT - Action Items Only:** Mayor Tvrdik opened the meeting for public comments on action items only. As no one from the public appeared that portion of the meeting was closed on a motion by Councilman Keeshen, seconded by Councilman O'Brien.
- VII. Administrator's Report:** Ms. Phelps offered her condolences to the Brocklebank family; thanked everyone that reached out to her with the passing of her mother and aunt.
- VIII. Clerk's Report:** Ms. Smith reported that the Tax Collector had filed his certification that the 2024 added assessments had been mailed out; Two Rivers Water Reclamation Authority has filed their annual report with the Borough and was available in her office for inspection.
1. **Health Insurance Renewal and Open Enrollment:** Ms. Smith distributed information regarding proposed employee benefit changes for the 2025 renewal. Ms. Smith reviewed the current plans, the proposed Medicare Advantage supplemental plan for those eligible for Medicare having an equal or better than benefit, the potential savings from the change; proposed elective benefits to be made available to employees for dental, implants, orthodontics and vision and compliance with notification to the Borough's collective bargaining agreement with the PBA. After discussion, it was Council's unanimous consent to add the resolution to include the changes to the Borough's health benefits plans on for action.

**IX. Consent Agenda:**

- |                  |     |                                                                                                   |
|------------------|-----|---------------------------------------------------------------------------------------------------|
| <b>#2024-242</b> | 1.  | Resolution authorizing payment of BILL LIST 10-17-2024                                            |
| <b>#2024-243</b> | 2.  | Resolution appointing Donald Baldwin as a per diem Plumbing/Mechanical Subcode & Inspector        |
| <b>#2024-244</b> | 3.  | Resolution appointments to Boards & Committees, HIS, WW                                           |
| <b>#2024-245</b> | 4.  | Resolution authorizing refund of funds balance for FMERA MOU 600 Area Water Project               |
| <b>#2024-246</b> | 5.  | Resolution authorizing endorsement of TRWRA Applications to NJDEP for Foggia Way                  |
| <b>#2024-247</b> | 6.  | Resolution accepting resignation of James McCormick                                               |
| <b>#2024-248</b> | 7.  | Resolution accepting resignation and retirement of Michael P. Kelly                               |
| <b>#2024-249</b> | 8.  | Resolution awarding contract to Poor John's Portable Toilets                                      |
| <b>#2024-250</b> | 9.  | Resolution awarding contract for 2024 Road Program - <i>Added</i>                                 |
| <b>#2024-251</b> | 10. | Resolution authorizing solicitation of bids for Trinity Park Improvements Project                 |
| <b>#2024-252</b> | 11. | Resolution appointing Fire Police member - Thomas Corsentino, Jr                                  |
| <b>#2024-253</b> | 12. | Resolution awarding contract for Allenhurst Ave Bulkhead Project - <i>Added</i>                   |
| <b>#2024-254</b> | 13. | Resolution authorizing contract with Barnabas Health for Employee & Volunteer Healthcare Services |
| <b>#2024-255</b> | 14. | Resolution authorizing payment for vacation time                                                  |

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | Keith Salnick, Councilman                |
| <b>SECONDER:</b> | Michael O'Brien, Councilman              |
| <b>AYES:</b>     | Gallo, Keeshen, O'Brien, Salnick, Cooper |
| <b>ABSENT:</b>   | Deerin                                   |

**X. Minutes:**

1. Mayor & Council - Workshop - May 2, 2024 7:00 PM

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>              |
| <b>MOVER:</b>    | Patty Cooper, Councilwoman               |
| <b>SECONDER:</b> | Keith Salnick, Councilman                |
| <b>AYES:</b>     | Gallo, Keeshen, O'Brien, Salnick, Cooper |
| <b>ABSENT:</b>   | Deerin                                   |

2. Mayor & Council - Workshop - Aug 15, 2024 7:00 PM

**RESULT:**           **ACCEPTED [2 TO 0]**  
**MOVER:**           Richard Gallo, Councilman  
**SECONDER:**       Patty Cooper, Councilwoman  
**AYES:**             Gallo, Cooper  
**ABSTAIN:**         Keeshen, O'Brien, Salnick  
**ABSENT:**          Deerin

3. Mayor & Council - Regular Meeting - Aug 15, 2024 7:30 PM

**RESULT:**           **ACCEPTED [2 TO 0]**  
**MOVER:**           Richard Gallo, Councilman  
**SECONDER:**       Patty Cooper, Councilwoman  
**AYES:**             Gallo, Cooper  
**ABSTAIN:**         Keeshen, O'Brien, Salnick  
**ABSENT:**          Deerin

**XI. Resolutions:**

**#2024-258** Resolution authorizing changes to Health Insurance plan offerings

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

**#2024-256** Resolution promoting Gary Grimes to Chief of Police in the Oceanport Police Department

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

**XII. First Reading Ordinances:**

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

Councilwoman Cooper called for the introduction of **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 64 "VEHICLES & TRAFFIC " AS AMENDED AND SUPPLEMENTED, PERTAINING TO LOW-SPEED ELECTRIC VEHICLES"** and then asked the Clerk to read the proposed ordinance by title only, after which Councilwoman Cooper moved to approve the Ordinance upon first reading and to hold the PUBLIC HEARING on the proposed ordinance at the Council meeting of November 7, 2024 and to advertise same in accordance with the law, which was seconded by Councilman Keeshen.

**RESULT:**           **APPROVED OF FIRST READING [UNANIMOUS]**                      **Next: 11/7/2024 7:30 PM**  
**MOVER:**           Patty Cooper, Councilwoman  
**SECONDER:**       Bryan Keeshen, Councilman  
**AYES:**             Gallo, Keeshen, O'Brien, Salnick, Cooper  
**ABSENT:**          Deerin

**XIII. Second Reading & Public Hearing Ordinances - None**

**XIV. Council Standing Committee Reports:**

1. Councilman Deerin, Parks & Recreation - Absent
2. Councilman Gallo, Public Works & Engineering – Report included reminders for fall leaf collection dates, importance of following the zones to minimize the time on the streets and potential impacts to stormwater management regulations; the 2023 road program continues with Driveway and S. Pemberton to be completed next week. Councilman Gallo recalled fond memories of Buddy Brocklebank who was always at fires and then as fire police, he was a great guy and taught them a lot. He noted a fun note that a few years ago he was awarded by the Port Au Peck Fire Company the “Agitator Award” with a machine washing agitator which he was in a very fun way, he will be missed.
3. Councilman Keeshen, Public Safety – Report included announcing details for that weekend’s upcoming Bingo night for the First Aid Squad; congratulated Chief Grimes and wished him the best knowing he will do a great job and Oceanport is fortunate to have such a dedicated professional. Councilman Keeshen also extended his condolences to the Brocklebank family, Buddy was a very special part of the fabric of Oceanport. He recalled a fond memory when he was a young child while pouring concrete, Buddy would be on the truck, and he himself not more than 120 pounds soaking wet, Buddy got a kick out of filling the wheelbarrow up till his knees buckled trying to push the thing – he will be missed for sure! October is Fire Prevention Month, thanked members of the Fire Department who will be visiting and educating the kids at Wolf Hill School; reminders to test your smoke detectors and change batteries and make sure your house number is clear so that first responders are able to find you. OEM reminds the residents to sign up for CodeRed, the emergency alert system, in order to receive important alerts.
4. Councilman O'Brien, Finance & Administration – Extended his condolences to the Brocklebank family; Buddy was a great guy and a solid example of volunteerism and a legacy that he hopes he can leave anything close to it. He congratulated Gary Grimes and his family – he will do a great job, it was an easy decision. Finance Committee has started budget process for 2025, departments will be sent questionnaires for their needs. Committee will be focused on the renewal of next year’s garbage contract process and ways to mitigate the increase in costs being anticipated. Revenues from Maria Gatta Park this year to date are \$466,000 – a real positive outcome from that project.
5. Councilman Salnick, Health & Human Services – Extended his condolences to the Brocklebank family and congratulations to Chief Grimes. He has nothing new to report for Health and Human services.
6. Councilwoman Cooper, Planning & Development – Extended her condolences to the Brocklebank family as well as to Ms. Phelps on the loss of her mom and aunt. She further congratulated the Oceanport Preschool that has touched so many lives. She thanked Chief Kelly for his years of service as well as James McCormick, electrical subcode for his years of service – enjoy your retirements. Congratulations were offered to Gary Grimes on his promotion. Commented and welcomed to the team Donald Baldwin, per diem subcode and volunteer Fred Filippone to the Water Watch Committee. Lastly, Netflix will be coming in front of the Planning Board for their first phase in November – more details to come in Mayor’s report.

**XV. Mayor Tvrdik's Report:** Mayor Tvrdik reflected on memories of Buddy Brocklebank who will be missed greatly, so special and irreplaceable. Fun events coming up – 12th annual PTO fall festival at Wolf Hill 10/19; Trunk or Treat 10/28, still looking for Trunkers, Halloween Decorating contest from 10/25-10/27 and Veteran’s Day ceremonies on 11/11. Mayor Tvrdik next provided updates on progress made for the Netflix development with Phase I being presented to the Planning Board on 11/12. Phase I will consist of four sound stages, mill buildings, restoration of the McAfee Center, with other Phases being planned for the west sections in Eatontown. He and Ms. Phelps and Ms. Burroughs toured Oceanport with a representative from New Jersey Film Ready which the Borough has already partnered with; 10 locations were identified for potential future filming sites. Lastly he has been in touch with representatives from the Asheville NC area and the Borough will coordinate a drop off for donations that can be brought down to assist with the hurricane relief. Oceanport knows well what its like to be impacted by a huge storm.

**XVI. Public Comments:** Mayor Tvrdik opened the meeting to comments from the public.

Rosanne Letson, 57 Deer Path Court, Tinton Falls, recalled fond memories for Buddy Brocklebank who also attended Council meetings on a regular basis until he wasn't able. She also provided details of upcoming Historical Committee events - they will participate in Trunk or Treat and are eagerly working on their presentation for the Monmouth250 project.

Keith Salnick, 60 Shore Road, appeared and presented additional information from his perspective to support his request to the Council to reconsider the easement request for his property at 60 Shore Road including DEP guidance provided to him on how to amend his DEP permit to permit a boat at the dock subject to addressing any outstanding violations. He further commented that at the last meeting it appeared that the Council was favorable to granting the easement until there was a shift in the discussion that became heated. He further commented on the topic of precedent, and the fact that 3 other properties on Shore Road have structures in the Borough’s right of way without easements. He takes issue with the lawsuit against him regarding his dock when the other properties have the same circumstances. He discussed at length the costs he has incurred on professional services for plans to resolve the outstanding issues; if one individual has an easement, everyone should have an easement; he has his documents prepared and ready for the easement request and he was prepared to file for a new easement request as guided by the DEP in order to apply for a GP18 for his boat. He also commented at length the lack of jurisdiction on the Borough to contact the DEP concerning his dock, the uniqueness of the properties on Shore Road that have riparian lands on the opposite side of the road.

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

Councilman Salnick resumed his seat at the dais at 7:56 PM

Mayor Tvrdik directing his comments to the rest of Council readdressed Mr. Salnick's comments reiterating that there was discussion over three meetings that if an easement was granted, the Council wanted to be sure that it would be used in a manner for which the dock was constructed and if needed he would amend his permit with DEP to permit. Additionally, once issues regarding code enforcement violations are addressed ceasing operations as a fishing charter business from his residential property/dock. As far as a precedent is concerned, just like the planning board, each is looked at on a case-by-case basis. Things to note on this particular request are the shape of the road, proximity of dock to the road, permanence of the structure and the curbing. Mr. Salnick will resubmit his easement request and it will be revisited at the next meeting. Councilman Salnick interjected to comment but was not recognized by the Mayor.

- XVII. Adjourn to Executive Session:** At 8:00 PM Councilman Keeshen made a motion to adopt the resolution to enter Executive Session which was seconded by Councilman Salnick and received the following roll call.

**#2024-257** Resolution authorizing an Executive Session, October 17, 2024

  X   N.J.S.A. 10:4-12(b)(5)

*Matters Relating to the Purchase, Lease or Acquisition of Real Property - Potential Open Space Acquisition*

|                  |                                          |
|------------------|------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | Bryan Keeshen, Councilman                |
| <b>SECONDER:</b> | Keith Salnick, Councilman                |
| <b>AYES:</b>     | Gallo, Keeshen, O'Brien, Salnick, Cooper |
| <b>ABSENT:</b>   | Deerin                                   |

- XVIII. Return from Executive Session:** At 8:30 PM, the Regular Meeting was re-opened on a motion by Councilman Keeshen, seconded by Councilman O'Brien.

- XIX. Adjournment:** As there was no further business, the meeting was adjourned at 8:31 PM on a motion by Councilman Keeshen, seconded by Councilman Salnick and approved by Council.

Respectfully submitted,

Jeanne Smith  
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION, NOVEMBER 7, 2024**

**Resolution**

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

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

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

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

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

1.) The Mayor & Council shall hold a closed meeting from which the public shall be excluded on **November 7, 2024**.

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

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

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

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