



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • SEPTEMBER 21, 2023

Regular Meeting

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

I. Call to Order

II. Statement of Compliance with Open Public Meetings Act: This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2022 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.

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

IV. Roll Call

V. PUBLIC COMMENT - Action Items Only: 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.

VI. Clerk's Report

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

- | | | |
|------------------|-----|---|
| #2023-210 | 1. | Resolution authorizing payment of BILL LIST 09-21-2023 |
| #2023-211 | 2. | Resolution renewing membership in the Monmouth Municipal Joint Insurance Fund |
| #2023-212 | 3. | Resolution acknowledging receipt of 2022 annual audit |
| #2023-213 | 4. | Resolution authorizing the purchase of Audio/Video Upgrades |
| #2023-214 | 5. | Resolution authorizing an Interlocal Agreement with OPBOE for Class III SLEOs |
| #2023-215 | 6. | Resolution authorizing an MOU with FMERA for Engineering Services - Demolition of Bldgs 550, 551 |
| #2023-216 | 7. | Resolution awarding contract for Engineering Services for FMERA MOU for Bldgs 550/551 demolition |
| #2023-217 | 8. | Resolution awarding contract to Blaze Emergency Equip for 2023 fire equipment services |
| #2023-218 | 9. | Resolution authorizing an Interlocal Agreement with OPBOE for ground maintenance and snow plowing |
| #2023-219 | 10. | Resolution adopting an Affordability Assistance Manual |
| #2023-220 | 11. | Resolution approving First Aid Membership - Schmid, Danial |

VIII. Minutes

1. Workshop Minutes, August 17, 2023
2. Regular Meeting Minutes, August 17, 2023

3. Workshop Minutes, September 7, 2023

IX. First Reading Ordinances

Introduction of Ordinance Amending Special Event Fees for First Aid/Fire Standby

X. Second Reading & Public Hearing Ordinances

- #1080 2nd Reading and PUBLIC HEARING of An Ordinance Setting Salary Ranges for Various Positions
#1081 2nd Reading and PUBLIC HEARING of An Ordinance Amending Chapter 331 Streets & Sidewalks
#1082 2nd Reading and PUBLIC HEARING of An Ordinance Amending Parks & Recreation 279

XI. Resolutions

- #2023-221** Resolution confirming appointment of SLEO III to the Police Department
#2023-222 Resolution acknowledging retirement of Margaret Herchakowski
#2023-223 Resolution amending the 2023 Salary Resolution

XII. Council Standing Committee Reports

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

XIII. Mayor Coffey's Report

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

XV. Adjourn to Executive Session

- #2023-224** Resolution authorizing an Executive Session, September 21, 2023

N.J.S.A. 10:4-12(b)(7) *Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege*
- Police Department

XVI. Return from Executive Session

XVII. Adjournment

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR SEPTEMBER 21, 2023**

**Resolution #2023-210
09/21/23**

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of September 21, 2023.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$452,347.30.

CERTIFICATION OF FUNDS

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



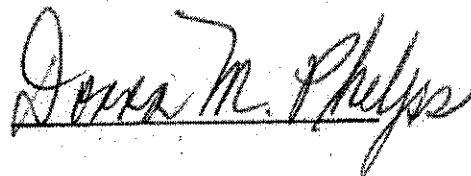
Catherine D. LaPorta, CFO

BOROUGH OF OCEANPORT BILL LIST

21-Sep-23

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$166,885.80 19th PAY
DCRP	\$254.72
MANUAL CHECKS	
GRANT FUND	\$1,099.00
CAPITAL	\$0.00
DOG REGISTRY TOTAL	\$425.00
OPEN SPACE TRUST TOTAL	\$50,522.68
SUI	\$747.00
OFF DUTY TRUST	\$0.00
UCC TRUST	\$1,024.80
TRUST OTHER TOTAL	\$0.00
ESCROW TRUST TOTAL	\$21,186.24
NON BUDGETARY	\$0.00
2022 VOUCHERS PAID THIS MEETING	\$0.00
2023 VOUCHERS PAID THIS MEETING	\$210,202.06
TOTAL	\$452,347.30

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



List of Bills - (All Funds)

7.1.b

Vendor	Description	Payment	Check Total
Current Fund			
2090 - AMERICAN HOSE & HYDRAULICS CO, INC	PO 14294 CASE 521D S/N JEE0148180	868.26	868.26
1001 - AR COMMUNICATIONS	PO 13939 SUPPLIES FOR RADIOS	654.40	654.40
2065 - B&H FOTO & ELECTRONICS CORP	PO 14530 STORMWATER ASSISTANCE GRANT	1,099.00	1,099.00
1029 - BEATRIZ C CRANEY	PO 14773 RELEASE ORDER INTERPRETING - AUG 2023	100.00	100.00
2007 - BIO-SHINE, LLC	PO 13884 ODOROX BULBS AND FILTERS	1,886.25	1,886.25
2045 - BIRDS BEWARE, INC	PO 14765 GEESE REMEDIATION & CONTROL	490.00	490.00
1816 - BULLET LOCK & SAFE COMPANY	PO 14630 REPAIRS TO REAR ENTRY OF POLICE DEPARTME	1,000.00	1,000.00
1516 - CANON FINANCIAL SERVICES, INC	PO 14701 PD COPIER SERVICE - AUG 2023	60.74	60.74
1047 - CENTRAL JERSEY HEALTH INSURANC	PO 14856 HEALTH / DENTAL INSURANCE - OCT 2023	70,761.71	70,761.71
2098 - COACHING SYSTEMS LLC	PO 14588 AMBULANCE INSTRUCTOR KIT	504.11	504.11
2102 - DCH FORD OF EATONTOWN	PO 14699 Service Unit 8 & Unit 10	149.56	
	PO 14700 Service & Warranty work Unit 9	74.78	
	PO 14741 Service to Unit 7	79.28	
	PO 14748 Service & repairs to Units 2 & 3	823.36	
	PO 14788 Repairs to Unit 6	1,158.96	2,285.94
2002 - DEPTCOR	PO 14574 QUOTE FOR BUSINESS CARDS FOR KATHY LYNCH	42.00	42.00
1446 - DIRECT ENERGY BUSINES	PO 14793 TRAFFIC LIGHTS - 08/01-30/23	110.99	
	PO 14794 STREET LIGHTS - 08/01-30/23	24.85	
	PO 14795 PARKS - 08/02-31/23	73.75	209.59
1109 - FMERA	PO 14759 BLDG 901 - 08/01-09/01/23 - BORO HALL	2,048.49	
	PO 14760 BLDG 977 - 08/01-09/01/23 - POLICE	2,229.39	
	PO 14761 BLDG 901 - AUG 2023 - BORO HALL SEWER	30.00	
	PO 14762 BLDG 977 - AUG 2023 - POLICE SEWER	30.00	
	PO 14763 BLDG 900 - 08/01-31/23 - DPW	458.06	
	PO 14764 RT 537 - 08/01-31/23	273.26	5,069.20
2127 - HARTFORD FIRE INSURANCE COMPANY	PO 14844 FLOOD INSURANCE - 315 E MAIN ST	8,317.00	8,317.00
1143 - I.D.M. MEDICAL SUPPLY INC	PO 14689 FAS OXYGEN	115.60	115.60
1649 - INTRON TECHNOLOGY, LLC	PO 14757 MANAGED PHONE SERVICES - AUG 2023	1,371.34	
	PO 14769 IT Managed Services	3,918.48	5,289.82
1153 - JERSEY CENTRAL POWER & LIGHT	PO 14776 MAIN & INTERSECTION - AUG 2023	32.50	
	PO 14777 200-00-857-007 - 07/20-08/18/23	5,429.99	5,462.49
1529 - JOHN GUIRE SUPPLY LLC	PO 14293 WINDSHIELD REPAIR FOR TRUCK 121	615.00	615.00
1158 - JOHN'S AUTO & TRUCK REPAIR LLC	PO 14745 CAPTAIN'S CAR MAINTENANCE	1,044.47	1,044.47
1664 - JORGE SEGURA	PO 14592 FOR UNIFORM/BOOTS	300.00	300.00
1160 - JPMONZO MUNICIPAL CONSULTING,	PO 14845 BUDGET & FAST UPDATES	50.00	50.00
2032 - KEVIN MORIARTY	PO 14735 PUBLIC DEFENDER	1,800.00	1,800.00
1814 - LEAF	PO 14758 FOR MONTHLY PRINTER CHARGES-DPW	82.41	
	PO 14779 OEM COPIER -	82.32	164.73
1190 - LINCOLN NAT'L LIFE INSURANCE	PO 14770 2022 LOSAP Contribution	1,150.00	1,150.00
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 13247 PD GASOLINE - JAN 2023	2,067.71	
	PO 14730 PD GASOLINE - JULY 2023	2,212.13	
	PO 14731 FA GASOLINE - JULY 2023	204.45	
	PO 14732 OEM GASOLINE - JULY 2023	227.57	
	PO 14733 FD GASOLINE - JULY 2023	630.53	
	PO 14734 DPW - GASOLINE - JULY 2023	2,185.59	7,527.98
1538 - MONMOUTH COUNTY TREASURER	PO 14298 BULK PICK UP - JULY	1,193.12	1,193.12
1262 - OCEANPORT FIRST AID SQUAD	PO 14767 BIKE NY STANDBY FEE	350.00	350.00
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 14483 LITIGATION FEE	627.00	
	PO 14484 AFFORDABLE HOUSING - JUNE 2023	7,106.83	
	PO 14801 AFFORDABLE HOUSING - JULY 2023	4,047.00	
	PO 14802 AFFORDABLE HOUSING - JULY 2023	1,026.00	
	PO 14803 LITIGATION FEE	304.00	13,110.83
1283 - POWER DMS	PO 14684 POWER TIME SUBSCRIPTION - SOFTWARE	1,225.00	
	PO 14686 POWER DMS - ANNUAL SUBSCRIPTION	4,170.84	5,395.84
1286 - PRO JANITORIAL SERVICES, LLC	PO 14807 CLEANING SERVICES - SEPT 2023	3,000.00	3,000.00
1791 - READY FRESH	PO 14814 WATER DELIVERY SERVICE - AUGUST 2023	134.89	134.89
1325 - SHREWSBURY AUTO PARTS	PO 14766 FOR SUPPLIES	187.73	187.73
1326 - SIPS PAINT & HARDWARE	PO 14693 OEM SUPPLIES	31.58	31.58
1542 - SPECTRA ASSOCIATES	PO 14694 Clerk Supplies	548.50	548.50
2013 - SUBURBAN CAPS SOUTH INC	PO 12667 TRUCK CAP - OEM TRUCK PURCHASE	3,775.00	3,775.00

List of Bills - (All Funds)

7.1.b

Vendor	Description	Payment	Check Total
1337 - SUBURBAN DISPOSAL	PO 14805 COLLECTION - SEPT 2023	34,500.00	
	PO 14806 DISPOSAL FEE - AUG 2023	25,699.42	60,199.42
1580 - THE TWO RIVER TIMES	PO 14653 Legal Notice - Ordinances	176.70	176.70
1383 - V&B AUTO REPAIR LLC	PO 14121 OIL CHANGE & TIRE ROTATION	114.95	
	PO 14654 Repairs to Unit 5 & 7	1,233.83	
	PO 14656 Repairs to Unit 8 & Monthly Checks	1,561.39	
	PO 14657 Vehicle repairs & Monthly vehicle checks	1,490.95	4,401.12
1387 - VERIZON	PO 14800 LIBRARY PHONE - 09/07-10/06/23	260.37	260.37
1388 - VERIZON WIRELESS	PO 14778 POLICE WIRELESS - 08/24-09/23/23	690.93	
	PO 14838 FIRE BUREAU WIRELESS - 09/02-10/01/23	28.43	719.36
1558 - Verizon Wireless	PO 14797 FIRE WIRELESS - 09/02-10/01/23	120.11	120.11
1559 - Verizon Wireless	PO 14808 UCC/CLERK WIRELESS - 09/02-10/01/23	24.19	24.19
1389 - VERIZON WIRELESS (OEM)	PO 14798 OEM WIRELESS - 09/02-10/01/23	40.01	40.01
1391 - VIRTUAL FX, LLC	PO 14520 LETTERING AND GRAPHICS ON NEW DPW FORD M	764.00	764.00
DOG TRUST FUND			
1445 - Monmouth County SPCA	PO 14746 ANIMAL CONTROL SERVICES - JULY 2023	425.00	425.00
OPEN SPACE TRUST			
2045 - BIRDS BEWARE, INC	PO 14765 GEESE REMEDIATION & CONTROL	910.00	910.00
1816 - BULLET LOCK & SAFE COMPANY	PO 14789 DRAWDOWN FROMBLANKET PO 13977 FOR LOCK R	345.00	345.00
2121 - EZ DOCKS UNLIMITED, LLC	PO 14706 FLOATING DOCK - BLACKBERRY BAY	17,495.00	17,495.00
1106 - FIORE PAVING COMPANY, INC	PO 14768 PICKLE BALL COURTS - CONSTRUCTION	13,080.44	13,080.44
2059 - HEADS UP IRRIGATION, LLC	PO 14771 REPAIRS BBBP REPAIR ZONE 7 HEADS	808.20	
	PO 14774 FOR BBBP REPAIR+ RAISE VALVE BOX	874.24	
	PO 14775 REPAIRS @BBBP- LEAK BY TENNIS COURTS	1,591.40	3,273.84
2003 - POOR JOHN PORTABLE TOILETS	PO 14715 PORTA JOHNS - GATTA PARK	326.00	326.00
1326 - SIPS PAINT & HARDWARE	PO 14665 SUPPLIES & REPAIRS	14.38	14.38
2111 - THE BORJA GROUP	PO 14847 FACILITY USE MANAGEMENT	15,000.00	15,000.00
1388 - VERIZON WIRELESS	PO 14799 BBB & OLD WHARF - 09/02-10/01/23	78.02	78.02
SUI Trust			
1330 - STATE OF NEW JERSEY	PO 14850 3RD QUARTER 2021 UNEMPLOYMENT	747.00	747.00
UCC Trust			
2100 - ALLEGRA MARKETING, PRINT & MAIL	PO 14500 BUILDING DEPT SUPPLIES	880.00	880.00
1559 - Verizon Wireless	PO 14808 UCC/CLERK WIRELESS - 09/02-10/01/23	144.80	144.80
DEVELOPERS ESCROW TRUST			
1807 - COLLIERS ENGINEERING & DESIGN	PO 13957 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 14697 Engineering - West End-KB	646.25	
	PO 14816 Engineering - Oport Partners LLC - PH II	218.75	
	PO 14817 PB Engineering - FMBC	9,220.00	
	PO 14818 Engineering - Oport Partners LLC - Phase	131.25	
	PO 14819 PB Engineering - Somerset-Pulte Lodging	6,678.75	
	PO 14820 PB Engineering - 552 Caren Franzini Way	87.50	
	PO 14823 PB Engineering - 196 Monmouth Blvd, LLC	87.50	17,195.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 14824 PB Engineering - JUNGFER	43.75	
	PO 14825 PB Engineering - SCIACCA	393.75	437.50
1807 - COLLIERS ENGINEERING & DESIGN	PO 14826 PB Engineering - Marina at Oceanport	1,225.00	
	PO 14827 PB Engineering - MPCCII	111.25	
	PO 14828 PB Engineering - MARTELLI	131.25	
	PO 14829 PB Engineering - MARTELLI	175.00	
	PO 14830 PB Engineering - Gill	87.50	1,730.00
1499 - KEVIN E KENNEDY, ESQ	PO 14821 PB Legal - Marina at Oceanport	810.00	
	PO 14822 PB Legal - Signal Point LLC	855.00	1,665.00
2122 - NICOLE REILLY	PO 14812 DEVELOPER ESCROW REFUND	150.68	150.68
1580 - THE TWO RIVER TIMES	PO 14652 Legal Notice -PB	8.06	8.06
TOTAL			285,206.78

List of Bills - (All Funds)

7.1.b

Vendor	Description	Payment	Check Total
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Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	210,202.06
01-192-08-100-003	FEES & PERMITS-OTHER			350.00	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	134.89			
01-201-20-120-200	MUNICIPAL CLERK OE	4,643.68			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	50.00			
01-201-20-155-200	LEGAL SERVICES OE	13,110.83			
01-201-23-210-200-1	GENERAL LIABILITY	8,317.00			
01-201-23-210-202	HEALTH	66,693.35			
01-201-23-210-203	DENTAL	4,068.36			
01-201-25-240-200	POLICE OE	12,719.62			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	268.86			
01-201-25-260-200	FIRST AID ORGANIZATION OE	2,318.58			
01-201-25-265-200	FIRE DEPARTMENT OE	120.11			
01-201-25-265-400	FIRE BUREAU OE	28.43			
01-201-26-300-271	REPAIRS	1,670.99			
01-201-26-300-273	SUPPLIES	764.00			
01-201-26-300-281	UNIFORM RENTAL	300.00			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	34,500.00			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	5,376.25			
01-201-26-310-252	REPAIRS & EQUIPMENT	1,082.41			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	42.00			
01-201-31-430-201	ELECTRICITY	4,809.69			
01-201-31-430-203	TELEPHONE/INTERNET	1,655.90			
01-201-31-430-204	WATER/SEWER	60.00			
01-201-31-430-207	STREET LIGHTING	5,871.59			
01-201-31-430-208	GASOLINE & OIL	7,527.98			
01-201-31-465-200	SANITATION DUMPING FEES	26,892.54			
01-201-43-490-200	MUNICIPAL COURT OE	100.00			
01-201-43-495-200	PUBLIC DEFENDER-OTHER EXPENSE	1,800.00			
01-203-25-262-200	(2022) LOSAP		1,150.00		
01-203-44-900-200	(2022) CAPITAL IMPROVEMENT FUND OE		3,775.00		
TOTALS FOR	Current Fund	204,927.06	4,925.00	350.00	210,202.06
		=====	=====	=====	=====
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	1,099.00
02-213-40-700-066	STORMWATER ASSISTANCE GRANT			1,099.00	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	1,099.00	1,099.00
		=====	=====	=====	=====
05-101-00-100-011	CASH - TD			0.00	425.00
05-270-00-500-020	RESERVE FOR EXPENDITURES			425.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	425.00	425.00
		=====	=====	=====	=====
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	50,522.68
06-270-00-500-020	RESERVE FOR OPEN SPACE			50,522.68	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	50,522.68	50,522.68
		=====	=====	=====	=====
14-101-01-100-101	Cash SUI Trust			0.00	747.00
14-270-55-600-155	Reserve for SUI			747.00	
TOTALS FOR	SUI Trust	0.00	0.00	747.00	747.00
		=====	=====	=====	=====

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
18-101-01-100-101	CASH UCC TRUST			0.00	1,024.80
18-270-55-600	RESERVE FOR UCC TRUST			1,024.80	
TOTALS FOR	UCC Trust	0.00	0.00	1,024.80	1,024.80
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	21,186.24
61-270-55-600-205	RES.FOR DEV.ESCROW			21,186.24	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	21,186.24	21,186.24

7.1.b

Total to be paid from Fund 01 Current Fund	210,202.06
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	1,099.00
Total to be paid from Fund 05 DOG TRUST FUND	425.00
Total to be paid from Fund 06 OPEN SPACE TRUST	50,522.68
Total to be paid from Fund 14 SUI Trust	747.00
Total to be paid from Fund 18 UCC Trust	1,024.80
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	21,186.24
	285,206.78

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

From 09/01/2023 to 09/30/2023 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
9/13/2023	14706			06-270-00-500-021 06-270-00-500-021 06-270-00-500-021 06-270-00-500-021 06-270-00-500-021 06-270-00-500-021 06-270-00-500-021	DOCK SECTION COUPLER PILING BRACKET GANGWAY ROLLER DELIVERY/INSTALL DISCOUNT EZ DOCKS UNLIMITED, LLC	14,970.00 2,250.00 1,350.00 150.00 1,100.00 -2,325.00	17,495.00	06-101-01-100-011
9/13/2023	14768			06-270-00-500-021	PAYMENT #3 FIORE PAVING COMPANY, INC	13,080.44	13,080.44	06-101-01-100-011
9/14/2023	14805			01-201-26-305-201	SOLID WASTE & RECYCLING SUBURBAN DISPOSAL	34,500.00	34,500.00	01-101-01-000-011
9/14/2023	14806			01-201-31-465-201 01-201-31-465-201 01-201-31-465-201	DISPOSAL RECYCLING ENHANCEMENT ACT RECYCLING FEE SUBURBAN DISPOSAL	19,800.05 719.13 5,180.24	25,699.42	01-101-01-000-011
9/15/2023	14847			06-270-00-500-024	CONSULTING SERVICES THE BORJA GROUP	15,000.00	15,000.00	06-101-01-100-011
9/15/2023	14856			01-201-23-210-202 01-201-23-210-203	HEALTH DENTAL CENTRAL JERSEY HEALTH INSURANC	66,693.35 4,068.36	70,761.71	01-101-01-000-011

SEPTEMBER SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011 06-101-01-100-011	CASH OPERATING OPEN SPACE CASH - TD				130,961.13 45,575.44
01-201-23-210-202 01-201-23-210-203 01-201-26-305-201 01-201-31-465-201 06-270-00-500-021 06-270-00-500-024	HEALTH DENTAL SANITATION-TRASH REMOVAL SANITATION DUMPING FEES RESERVE FOR OPEN SPACE RESERVE FOR MARIA GATTA FIELDS		66,693.35 4,068.36 34,500.00 25,699.42	30,575.44 15,000.00	
SEPTEMBER TOTALS (FOR RANGE):			130,961.13	45,575.44	176,536.57
			=====	=====	=====

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011 06-101-01-100-011	CASH OPERATING OPEN SPACE CASH - TD				130,961.13 45,575.44
01-201-23-210-202 01-201-23-210-203 01-201-26-305-201 01-201-31-465-201 06-270-00-500-021 06-270-00-500-024	HEALTH DENTAL SANITATION-TRASH REMOVAL SANITATION DUMPING FEES RESERVE FOR OPEN SPACE RESERVE FOR MARIA GATTA FIELDS		66,693.35 4,068.36 34,500.00 25,699.42	30,575.44 15,000.00	
TOTALS (FOR RANGE):			130,961.13	45,575.44	176,536.57
			=====	=====	=====

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

**Resolution #2023-211
09/21/23**

WHEREAS, Oceanport is a member of the Monmouth Municipal Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2023 unless earlier renewed by agreement between the Municipality and the Fund; and

WHEREAS, the Municipality desires to renew said membership,

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

1. The Oceanport agrees to renew its membership in the Monmouth Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Mayor and Clerk shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Monmouth Municipal Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

**AGREEMENT TO RENEW MEMBERSHIP IN THE
MONMOUTH MUNICIPAL JOINT INSURANCE FUND**

WHEREAS, the Monmouth Municipal Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, Oceanport is currently a member of said Fund, and;

WHEREAS, effective December 31, 2023, said membership will expire unless earlier renewed, and;

WHEREAS, the Mayor and Council of the Borough of Oceanport have resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. Oceanport hereby renews its membership in the Monmouth Municipal Joint Insurance Fund for a three (3) year period, beginning January 1, 2024 and ending December 31, 2026*.
2. The Borough of Oceanport hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Monmouth Municipal Joint Insurance Fund as from time to time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. The Borough of Oceanport agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
*12:01 am
4. In consideration of the continuing membership of the Borough of Oceanport in the Monmouth Municipal Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the Borough of Oceanport.
5. Executed the day _____ of _____, 2023 as the lawful and binding act and deed of the Mayor and Borough Clerk, which execution has been duly authorized by public vote of the governing body.

ATTEST

MAYOR JOHN F. COFFEY, II

JEANNE SMITH
BOROUGH CLERK

MONMOUTH MUNICIPAL
JOINT INSURANCE FUND

MONMOUTH MUNICIPAL JOINT INSURANCE FUND

9 Campus Drive, Suite 216
Parsippany, NJ 07054
Telephone (201) 881-7632 Fax (201) 881-7633

RENEWAL LETTER

August 9, 2023

Dear Fund Commissioner:

The Monmouth Municipal Joint Insurance Fund (JIF) is in its 35th year of operation and it continues to be one of the most successful shared service programs for public entities in the history of the State of New Jersey. Oceanport has been a member of this program since January 1, 2006, and Oceanport's membership in the Monmouth Municipal Joint Insurance Fund (JIF) is scheduled to renew on January 1, 2024.

REMARKABLE RESULTS

The Monmouth Municipal JIF has one of the strongest balance sheets in the MEL system, with a statutory surplus in excess of \$9 million. The Fund's success has allowed for dividends to be issued to our members every year since 1990. While dividends are not guaranteed, the Monmouth JIF has issued an annual dividend of at least \$1 million since 2012.

When you are conducting your due diligence to ensure the best deal for your taxpayers, make sure you are comparing 'apples to apples' on the terms of the coverage being offered. Ask, "*Does the insurer have a track record of issuing annual dividends?*" Also, take a careful look at the insurer's financial records and balance sheet to ensure you are not potentially saddling your taxpayers with a liability which could take the form of an additional assessments in the near future.

CHALLENGING FINANCIAL LANDSCAPE- 'Perfect Storm'

In the current environment, as public entities struggle with budget constraints, the Monmouth JIF will continue to diligently pursue fiscal responsibility and maintain member cost stability with a sustainable coverage platform and an industry-leading safety and loss control program.

That said, it is anticipated that 2024 will present all municipalities with unique challenges resulting from recent significant exposure and legislative changes, including:

- Extension of the Statute of Limitations for Sexual Abuse Claims (S-477) affecting liability costs.
- The Cancer Presumption bill for first responders (A-1741) affecting workers compensation costs.
- Changes in the coordination between workers' compensation claims and the NJ pension system (Pension offset).
- The impact of COVID claims on workers' compensation costs.
- Erosion of Title 59 immunities/social inflation.
- Local, National, and Global property disasters affecting property costs.
- Supply chain issues and labor shortages affecting property costs.
- Cyber claims and coverage.
- Commercial Insurance Hard Market – affecting costs for all lines of coverage.

While we expect these changes will have a significant impact on local municipal and JIF budgets statewide, the Monmouth JIF's historically strong financial position will help our members navigate through this challenging and ever-changing landscape.

LEADERSHIP

In summary, the Monmouth JIF is well positioned to respond to the evolving needs of the 41 municipalities it serves here in Monmouth County. The financial stability of the Monmouth JIF has been the result of a relentless emphasis on safety training, effective risk management, responsive coverage, and the personal involvement of your peers, both here locally, and the leaders of the 19 Joint Insurance Funds statewide, who together form the MEL/JIF system. One of the major keys to your Fund's local success is its broad member involvement, including understanding how the Monmouth JIF functions, and understanding the value of your participation in its management. Monmouth JIF membership retention efforts have been remarkably successful, and the dedication of your JIF Fund Commissioners has made your JIF a resounding success. Now, more than ever, it is important that our members stay involved. If you would like to be a part of the management and the success of the Monmouth JIF, please contact me. We welcome involvement from all Fund Commissioners and member municipalities.

In order to continue your membership, we ask that you please adopt the enclosed Resolution and Trust Agreement in compliance with NJSA 40A:10-36 et seq. and the Fund's Bylaws. Please consider the enclosed documents for your next agenda and once adopted, kindly return them to the office of the Fund's Executive Director (PERMA) by September 15, 2023.

Very truly yours,

Thomas S. Rogers

**Thomas S. Rogers, JIF Chairman
Administrator/Municipal Clerk – Rumson Borough**

Cc: James Cleary, Esquire, JIF Attorney
Jonathan Capp, Membership Committee
Peter Valesi, Membership Committee
Charles Casagrande, RMC
Honorable Mayor & Council

AGREEMENT TO RENEW MEMBERSHIP IN THE MONMOUTH MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the **Monmouth Municipal Joint Insurance Fund** (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, Oceanport is currently a member of said Fund, and;

WHEREAS, effective December 31, 2023, said membership will expire unless earlier renewed, and;

WHEREAS, the Mayor and Council of Oceanport has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. Oceanport hereby renews its membership in the Monmouth Municipal Joint Insurance Fund for a three (3) year period, beginning January 1, 2024 and ending December 31, 2026*.

*12:01 am

2. Oceanport hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Monmouth Municipal Joint Insurance Fund as from time to time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. Oceanport agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. In consideration of the continuing membership of Oceanport in the Monmouth Municipal Joint Insurance Fund, the Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of Oceanport
5. Executed the ___ day of _____, 2023 as the lawful and binding act and deed of Oceanport, which execution has been duly authorized by public vote of the governing body.

MAYOR

ATTEST

MONMOUTH MUNICIPAL JOINT INSURANCE FUND

ATTEST

**RESOLUTION FOR RENEWAL OF MEMBERSHIP
IN THE
MONMOUTH MUNICIPAL JOINT INSURANCE FUND**

WHEREAS, Oceanport is a member of the Monmouth Municipal Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2023 unless earlier renewed by agreement between the Municipality and the Fund; and

WHEREAS, the Municipality desires to renew said membership;

NOW THEREFORE, be it resolved as follows:

1. Oceanport agrees to renew its membership in the Monmouth Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Mayor and Clerk shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Monmouth Municipal Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

This Resolution agreed to this ____ day of _____, 2023 by a vote

Of: _____ Affirmative
 _____ Negative

 MAYOR

 DATE

 ATTEST

 DATE

**RESOLUTION OF THE BOROUGH OF OCEANPORT
CERTIFICATION OF THE ANNUAL AUDIT**

Resolution #2023-212
09/21/23

WHEREAS, N.J.S.A. 40A:5-4 requires the Governing Body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year CY2022 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the Governing Body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the Governing Body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the Governing Body have reviewed, as a minimum, the sections of the annual audit entitled "General Comments", "Recommendations", "Auditors' Opinion" and;

WHEREAS, the members of the Governing Body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "General Comments", "Recommendations", "Auditors' Opinion" as evidenced by the group affidavit form of the Governing Body; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgation of the Local Finance Board of the State of New Jersey may subject the members of the local Governing Body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of a local Governing Body who, after a date fixed for compliance, fails or refuses to obey an order of the Director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Oceanport hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of the resolution and the required affidavit to said Board to show evidence of said compliance.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE PURCHASE OF AUDIO AND VIDEO UPGRADES FOR THE MUNICIPAL MEETING
ROOM THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE
PRICING SYSTEM**

Resolution #2023-213
09/21/23

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, there is a need for upgrades to the Municipal Meeting Room sound system and court recording system; and

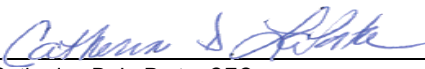
WHEREAS, BIS Digital is the only approved vendor for recording systems for the State of New Jersey Administrative Office of the Courts and the Educational Services Commission of NJ has awarded a contract to BIS Digital, 1350 NE 56th St, Suite 300, Ft. Lauderdale, FL 33334 (Contract #65MCESCCPS, ESCNJ 21/22-19, Extended 2/22/24) for audio and recording systems and the Borough desires to purchase new recording and sound system equipment pursuant with the proposal dated September 5, 2023 with \$51,412.33 ESCNJ pricing eligible for a total contract in the amount of \$69,942.80.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that the award of a contract to BIS Digital, 1350 NE 56th St, Suite 300, Ft. Lauderdale, FL 33334 (Contract #65MCESCCPS, ESCNJ #21/22-19, Extended 2/22/24) for the purchase of recording and sound system equipment for the September 5, 2023 proposal for a total amount not to exceed \$69,942.80 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 Account #04-215-55-474-007, not to exceed \$50,000.00 and Account # 01-201-20-120-227 not to exceed \$19,942.80 for a total amount not to exceed \$69,942.80 for the stated purpose.


Catherine D. LaPorta, CFO



Borough of Oceanport (NJ)

Proposal

Audio/Video Upgrades for the Council Room

09-05-2023

Ms. Jeanne Smith
Street Address: 910 Oceanport Way
City: Oceanport
State: New Jersey
Zip Code: 07757
Phone: (732) 222-8221
Email: jsmith@oceanportboro.com



1350 NE 56th Street, Suite 300
Ft. Lauderdale, FL 33334



Sales: (800) 834-7674
Support: (800) 715-1234



Email: info@bisdigital.com
Web: www.bisdigital.com



Proposal Information

Title of Proposal:

Audio/Video Upgrades for the Council Room

Proposal Total:

\$69,942.80

BIS Digital Proposal Reference ID:

P-2300462

Intended Recipient Name (Attention To):

Ms. Jeanne Smith

Drop-off Location (Building Name):

Municipal Building

Delivery Address:

910 Oceanport Way
Oceanport, New Jersey, 07757

Submitting Organization Information

Name:

Business Information Systems, Inc. DBA: BIS Digital

Address:

1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334

Phone:

(800) 834-7674
(954) 493-7377

Email:

sales@bisdigital.com

Account Manager Phone:

(800) 834-7674 x. 4482

Website:

www.bisdigital.com

Fax:

(877) 858-5611

Account Manager:

William Wood

Date:

September 5, 2023

September 5, 2023

Ms. Jeanne Smith

910 Oceanport Way
Oceanport, New Jersey, 07757

jsmith@oceanportboro.com

Dear Ms. Smith,

Thank you for considering BIS Digital for your audio and video needs. We are pleased to submit our proposal in response to your request.

Attached to this proposal, you will find detailed information about our products and services, as well as pricing and terms. We believe that our proposal represents the best value for Borough of Oceanport (NJ), and we look forward to the opportunity to work with you.

If you have any questions or would like to discuss this proposal further, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Wood'.

William Wood
Account Manager
william.wood@bisdigital.com



Company Overview

BIS Digital has been in the audio and video industry since 1982 and possesses a wealth of experience in providing integrated solutions for entities of all sizes. Headquartered in Ft. Lauderdale, Florida, the company has over 90 employees with direct sales and service representatives throughout the US.

Our primary business is the sale, service, and support of multi-channel digital audio/video recording software for the judicial and courtroom systems; city/county governments; public safety and interview rooms; and private enterprises. Other areas of expertise include software-based enterprise room control, AV electronic hardware and software integration, video presentation technology and tv broadcast systems, and digital sound/audio reinforcement.

In addition to our comprehensive AV solutions, we provide a range of video conferencing options for remote video arraignment and other court conferencing needs, in either hosted or non-hosted formats. We also offer remote language translation connectivity and digital dictation, as well as meeting agenda automation, live streaming, web hosting, and on-demand systems. From concept to completion, we have provided these technologies to over 6,000 customers.

The strategic direction for BIS Digital has been to develop solutions that operate in an open architecture environment, are user-friendly, and can be accessed on PCs, tablets, and smartphones. We work with award-winning manufacturers to design fully integrated AV capabilities for optimal workflow and efficiency. All our solutions are developed to work seamlessly with our core DCR audio and video recording software and any current case management software being utilized in the courts and other spaces today.

As such, our team has a deep understanding of the unique requirements in these settings and the importance of reliable and effective AV systems. Our priority is to work closely with our clients to ascertain their specific needs and design a system that meets them. With that said, to us, technology integration and support is more than a project. It's a partnership. It's why we also offer ongoing maintenance and support for our AV systems, as well as providing training and technical assistance to users. We strive to build long-lasting relationships with our clients and exceed their expectations at every opportunity.



Corporate Data

Years in Business
42

Number of Employees
90

Geographic Reach
US + 6 Countries

Financial Information
BIS Digital is a privately held corporation.
Submission of confidential financial
information can be delivered upon request.

Certifications
BIS Digital is a Certified Reseller and
Authorized Support Agency for the following
manufacturers (including but not limited to):

- ASC
- Ashly
- Atlona
- Audio-Technica
- Axis
- Biamp
- Dante
- Extron
- Philips
- QSC
- Shure
- Sony
- Televic
- Williams Sound
- WolfVision

Owner / CEO
Steve Coldren

Vice President
Kirk Ambrose

CFO
Isabel Valle

Manager of Operations
Gary Jones

Sales Director
Brad Uthe

Account Manager
William Wood

System Engineer
Nick Riesco

Project Manager
Rosie Socolovitch

Scope of Work -

Project Goal: Upgrade A/V equipment in Council Room

To be located at the controller station:

- (1) Dell Tower PC running 4 Ch. Liberty DCR software w/screen capture (to screen scrape/record Go to Meeting sessions).
- (1) 24" monitor w/built in webcam.
- (1) HDMI Input for presentation to screens
- (1) Extron 7" touchscreen for room control - (to control screens, inputs, room audio, cameras).

To be located at the Dais (near Judge's chair):

- (1) HDMI Input for presentation to screens
- (1) Extron 7" touchscreen for room control - (to control screens, inputs, room audio, cameras).

New Audio Components -

- (1) Biamp Tesira mixer w/ Dante expander.
- (1) Biamp Amplifier.
- (2) Gooseneck microphone w/ Push to talk bases and 3 Ft. XLR cables for the attorney tables - reuse existing Shure XLR Shure recessed shock mount.
- (1) Wireless handheld microphone for the public (reuse microphone floor stand).
- (1) Power Conditioner.

New Video Components -

- (1) PTZ camera to be wall mounted on the back wall to capture wide shot of dais and other preset shots.
- (2) 65" display screens
 - 1 located on the right wall on a tilt mount.
 - 1 located on the left wall on a tilt mount.

A permanent connection will be made between the Liberty Recording PC and the Verizon HDMI connection in the server room. (The existing "Go to Meeting Laptop" will no longer be used).

Notes:

The optional "Annual On-Site Support (Includes Hardware Replacement)" – will be on a separate quote (Q-8024025).

The existing equipment rack, ceiling speakers, and dais microphones and wiring will be reused.

The existing speakers located above the dais will be disconnected from the system but not removed.

The Biamp Tesira DSP mixer will have the ability to facilitate 2 way communications with Go to Meeting participants (if desired in the future).

The Borough of Oceanport is responsible for the following:

Support on the wall at the Display Screen locations (Reinforcement of $\frac{3}{4}$ plywood or some other support structure) using standard rigging practices to hang Screens that are 50-100 lbs. as well as electrical receptacles at the Display Screen locations.

A hard-wired internet connection at the Liberty DCR Recorder location.

Key System Technology

Digital Court Recorder (DCR)

DCR is a multi-channel audio and video recording platform specifically designed to address the limitations of most recording systems. It allows for up to 32 separate audio channels and up to 8 separate video channels to be recorded and stored in a single file. DCR can be used with a PC or portable system, or remotely capture audio and video from a centralized or non-centralized system without traditional digital USB mixers. It can also be accessed through a standard internet browser or network connection.

The recording can be saved to two locations simultaneously such as a hard drive, network drive, CD, DVD, or other PC-compatible storage media and locations on separate or shared networks. In addition, DCR offers file attachments, sealing of the recording, remote monitoring, and optional features such as remote control operation, case management integration, post-recording management, and virtual conferencing. The solution is compatible with most traditional laptops and tower PCs that run Windows 7 or higher.

In addition to its core recording capabilities, the DCR platform includes several other prominent features. Codec independence allows users to choose the size of the recording file and easily adopt new audio recording codec technology. The platform's equipment agnosticism allows it to capture sound systems, in-person participants, telephone participants, video, and VTC participants simultaneously. Confidence monitoring allows users to see level meters and listen to the audio recording as it is being written to the PC's hard drive, ensuring the best possible quality. Users can also embed notes directly into the audio/video files for easy management and faster retrieval, most notably through the use of bookmarks, DCR's most comprehensive feature.

Bookmarks allow operators to enter notes while a recording is in progress. Each bookmark includes a time stamp and links directly to the audio/video segment. The platform also provides automatic notes indicating the start, pause, and stop of the file and includes information on the time, speaker, and metadata. Users can utilize bookmarks to enter unique identification data relevant to their needs including but not limited to personal information (such as a name or title), officer's badge number, agenda topic, recording ID, etc. They can also attach any digital file type to the aforementioned examples or upload it as a standalone bookmark. Predefined Bookmarks allow for prefilled data to be entered during a recording (such as docket information from an agency's case management system). Whereas Text Substitution allows users to create shortcuts for commonly used words or phrases. In any case, bookmarks can be edited during or after recording.

Integrated into a system, DCR can be set to create a new audio file in specific instances, such as when a hearing starts or a light switch is turned on automatically naming the file based on requirements. Similarly, it can be set to close a file when a hearing ends or a light switch is turned off. If the recording is interrupted, the operator can easily and quickly resume the session. Files can be also started, paused, stopped, and resumed without creating a new file if needed.

DCR Player

DCR handles retrieval, playback, and exporting with DCR Player, which was designed with transcription in mind and is feature-rich to make the process as efficient as possible. DCR Player is 508 compliant and has been certified for use with Magic Screen Magnifier, JAWS Speech Software, and Dragon Software. It is currently supported on Windows, Android, iOS, and Mac OS devices and is also compatible with any USB foot pedal.

DCR Player allows operators to locate recordings by searching for identification data or by searching for any word or phrase in the bookmarks. Users can play, pause, stop, fast forward, rewind, and jump to specific points in the DCR file and navigate through the recording using bookmarks, jump-to-time, or a progressive slider bar.

The player includes a visual indication of the current point in the audio file, the total runtime of the entire file, and the file name. It allows users to listen and control the audio of each participant separately from the others. Or combine any number of channels and use built-in noise-filtering to eliminate ambient background



noise during playback. It can even filter out ultra-low frequencies below 125 Hz to reduce noise from microphone bumps. The player also has auto gain control to maintain a constant audio level during playback, treble and base audio level controls, and variable pitch control to speed up or slow down playback without changing the pitch.

As for exporting, DCR Player allows users to export any part of a file to a WMA, WMV, WAV, MP3, MP4, AVI, PDF, or DCR file with any combination of channels, video, and bookmarks (as long as the format supports it). Music formats break down bookmarks into song tracks and allow users to listen to recordings from CDs, DVDs, USB storage devices, and hard drives. When creating MP4s, DCR Player will also create a separate meta-data file. This includes an HTML file that can be viewed in a browser and allows for playback of the video, audio, and use of bookmarks.

Room Control

BIS Digital provides room control systems to improve the efficiency and convenience of managing multiple systems and devices in a space. With a centralized touchscreen interface, users can easily access and control the various systems and devices in a room, without the need to navigate through multiple separate controls or interfaces. This can help to reduce the time and effort required to set up and manage a space, and it can also help to improve the overall user experience. For instance, in a courtroom, clients may want to be able to control the lighting, temperature, and audio-visual systems from the touch screen, or they may want to be able to access legal documents or other materials from a central location. Similarly, in a council room, clients may want to be able to control the lighting, temperature, and audio-visual systems, as well as access agendas, reports, and other documents from the touchscreen interface. BIS Digital customizes the user controls with the specific functions and features outlined in the scope of work.

Digital Signal Processor

Digital Signal Processors (DSPs) are specialized computers that are used to process and manipulate signals in real time. This is achieved through algorithms that can analyze and manipulate audio in a variety of ways. For example, a DSP might be used to adjust the volume of an audio signal, remove background noise, or cancel out echoes. They are an essential component of many BIS Digital provided audio systems and are used in a wide range of applications including but not limited to courtrooms, council chambers, police stations, and conference rooms.

BIS Digital provides DSPs that offer advanced processing capabilities and a range of connectivity options, particularly where clear, intelligible audio is critical. Specifically, most of our DSPs will handle up to 64 channels of audio and support a range of audio signal types, including analog, digital, and networked audio, such as voice over internal protocols (VOIP) or Dante.

In a typical council chamber environment, we'll use a DSP to amplify the voices of elected officials so that they can be heard by the audience and vice versa. Similarly, we'll ensure that audio from presentations and other audio sources is of the highest quality, particularly for networked destinations, such as live streaming. As to the specific functionality for this project, BIS Digital will prioritize the documented requests outlined in the scope of work but will adjust on site, as needed, based on the installation environment and client needs. This allows us to ensure that the final product meets your expectations and functions effectively within any known or unknown constraints.

Installation Overview

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

After all elements are installed and tested, our technicians will provide user training to ensure that all end users are comfortable operating the AV system. The scope of training will vary depending on the complexity of the project and the number of users who need to be trained. This may include hands-on training sessions, demonstrations, and the creation of user manuals or other documentation as needed. Ongoing training can also be provided through an on-site service or remote service agreement if desired. Our goal is to ensure that all end users have the knowledge and skills they need to effectively use and maintain the AV system.



Support and Service Overview

At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – William Wood
(800) 834-7674 x. 4482

Technical Services Manager – Gary Jones
(800) 834-7674 x. 4513

President – Steve Coldren
(800) 834-7674 x. 4504



Bill of Materials

Account Name:

Borough of Oceanport (NJ)

Quote Name:

I - MAY 2023 - AV Upgrades - Council Room - Municipal Building - Borough of Oceanport (NJ)

Quote Number:

Q-8023440

Quote Amount:

\$69,942.80

Date:

9/5/23

Quote Expiration Date:

2/28/24

Account Rep:

William Wood

Account Rep Email:

william.wood@bisdigital.com

Account Rep Phone:

(800) 834-7674 x4482

Item	Product Code	Qty	Unit Price	Total Price
Room Control Processor 360 (Series E)	BIS-E-RCP-360	1.00	\$3,250.00	\$3,250.00
7" Tabletop TouchLink Room Control Panel (White)	BIS-EXTRN-TL-725T-W	2.00	\$2,550.00	\$5,100.00
DCR 4ch Digital A/V Recording Software (incl. 12 month SAS)	DCR-4S	1.00	\$3,210.00	\$3,210.00
DCR Screen Capture License	BIS-DCR-SCL	1.00	\$750.00	\$750.00
PC Tower Spec 3 (Monitor NOT Included)	BIS-COM-PC-T-S3	1.00	\$3,100.00	\$3,100.00
24" Monitor for PC Tower w/ Built-in Camera	BIS-24-MON-PC-T-CAM	1.00	\$495.00	\$495.00
USB Gigabit NIC (10/100/1000)	BIS-NIC-GB	1.00	\$85.00	\$85.00
DANTE Virtual Sound Card (up to 64ch)	BIS-DANTE-V64	1.00	\$157.00	\$157.00
Professional Digital PA Mixer DANTE Capable w/8ch USB out	BIS-MX-DAN-USB8	1.00	\$5,400.00	\$5,400.00
4ch Input DANTE Expander	BIS-DANTE-IN4	1.00	\$950.00	\$950.00
18" Gooseneck Microphone w/Programmable Mute Base & LED (Series 3)	BIS-MIC-GBL18-S3	2.00	\$500.00	\$1,000.00
Wireless System with Handheld Microphone (Series G)	BIS-M-WHH-SG	1.00	\$561.00	\$561.00
Wide Handheld Microphone Clip	BIS-WHHM-CLIP	1.00	\$13.00	\$13.00
Multi-Channel Amplifier (4ch 60W)	BIS-AMP-MC-460	1.00	\$1,183.00	\$1,183.00
HD IP PTZ Camera Fixed Dome (Series 2)	BIS-IP-HD-PTZ-FD-S2	1.00	\$1,650.00	\$1,650.00
Wall Mount for BIS-IP-HD-PTZ-FD-S3	BIS-WMF-IP-HD-PTZ-FD-S3	1.00	\$300.00	\$300.00



Item	Product Code	Qty	Unit Price	Total Price
Video Management Software IP Core License (Series 2)	BIS-IP-DVR-CS2	1.00	\$150.00	\$150.00
IP Video Decoder w/Multiview	BIS-VC-IP-VDMV	1.00	\$788.00	\$788.00
4K/60 4x4 HDMI Matrix Switcher	BIS-EXTRN-DXP-44-HDMI	1.00	\$5,240.00	\$5,240.00
4K/60 HDMI DTP Receiver (330ft)	BIS-EXTRN-DTP-HDMI-4K-330-RX	6.00	\$700.00	\$4,200.00
4K/60 HDMI DTP Transmitter (330ft)	BIS-EXTRN-DTP-HDMI-4K-330-TX	6.00	\$700.00	\$4,200.00
4K/60 HDMI DTP2 Receiver (330ft) with Audio De-Embedding	BIS-EXTRN-DTP2-R-211	1.00	\$1,102.00	\$1,102.00
4K/60 HDMI DTP2 Transmitter (330ft) with Audio Embedding	BIS-EXTRN-DTP2-T-211	1.00	\$915.00	\$915.00
65" Commercial Display 4K	BIS-D-4K-65-C	2.00	\$2,258.00	\$4,516.00
32"-85" Commercial Grade Tilt Wall Mount 150lbs Max	BIS-CGD-WMT-T-32-85	2.00	\$299.00	\$598.00
9-port Network Switch 9x 1GB 8x PoE+ (110w)	BIS-NS-M4250-GSM4210PD	2.00	\$935.00	\$1,870.00
1080p/60 HDMI to USB Video Capture Device	BIS-USB-VCD-S3	1.00	\$400.00	\$400.00
USB 3.0 to HDMI Video Output Adapter	BIS-USB3-HDMI-VOA	1.00	\$100.00	\$100.00
3' Shielded CAT6 Patch Cable Plenum	BIS-CAT6-SPC-3-P	5.00	\$44.00	\$220.00
6' Shielded CAT6 Patch Cable Plenum	BIS-CAT6-SPC-6-P	6.00	\$61.00	\$366.00
HDMI Cable Series 2 (3ft.)	BIS-HDMI-3FT-S2	17.00	\$18.00	\$306.00
HDMI Cable Series 2 (6ft.)	BIS-HDMI-6FT-S2	2.00	\$21.00	\$42.00
HDMI Cable Series 2 (10ft.)	BIS-HDMI-10FT-S2	2.00	\$31.00	\$62.00
HDMI Cable Series 2 (15ft.)	BIS-HDMI-15FT-S2	2.00	\$35.00	\$70.00
Display Port to HDMI Cable 6ft	BIS-HDMI-DISPORT-6FT	1.00	\$25.00	\$25.00
Microphone Cable (3ft)	BIS-MIC-CBL-3	2.00	\$24.00	\$48.00
CAT6 Cable Shielded Black 500'	BIS-W-CAT6-SHB-500	2.00	\$787.00	\$1,574.00
Microphone Wire 22AWG (Plenum) - 500ft Roll	BIS-W-MP-22AWG-500ft	1.00	\$126.00	\$126.00
Non-Metallic PVC Raceway 5 ft. Wire Channel, White (10 Pack)	BIS-CBL-COV-5FT-10PK-W	1.00	\$170.00	\$170.00
Power Distribution System (Series 2)	BIS-PWR-DIST-S2	1.00	\$450.00	\$450.00
1U Rack Shelf (Series 2)	BIS-RSLF-1S2	4.00	\$110.00	\$440.00
Rack Enclosure (4U)	BIS-R-4U	1.00	\$325.00	\$325.00
Installation Supplies	BIS-INST-SUP	1.00	\$694.67	\$694.67
Shipping/Handling	S/H	1.00	\$3,446.66	\$3,446.66
On-site Setup, Installation and Training	SIT	1.00	\$17,820.00	\$17,820.00
% DISCOUNT	PCT-DISCOUNT			(\$7,525.53)

ESCNJ Eligible \$ 51,412.33

Subtotal: \$77,468.33

Discounts: - \$7,525.53

Total: \$69,942.80



Proposal Terms and Conditions

Proposal ID	P-2300462
Effective Period	This proposal is valid through 03-02-2024.
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Payment Terms	Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment.
Cancellation	In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order. Restocking Fee: A 20% restocking fee will be charged for all canceled orders.
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives



Proposal P-2300462 Accepted By

Full Name (Print):

Title:

Signature:

Date:

PLEASE NOTE:

By signing above and or providing a purchase order number below, your organization is agreeing to the above scope of work, pricing, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for ALL materials and applicable services listed in this proposal: P-2300462.

Accounts Payable Information

Full Name (Print):

Phone Number:

Email Address:

Fax Number:

Purchase Order Required for Purchasing?

Purchase Order Number:

YES

NO

EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

<http://www.escnj.us>

1660 Stelton Road

Piscataway, New Jersey 08854

Telephone: (732) 777-9848

Fax: (732) 777-9855

Mark J. Finkelstein
Superintendent

Gary E. Molenaar
Assistant Superintendent for
Learning/Educational Services



Anthony La Marco
Business Administrator/
Board Secretary

December 16, 2022

Mr. Bradley Uthe
Director of Business Development
Business Information Systems, Inc.
1350 NE 56 Street, Suite 300
Ft. Lauderdale, FL 33334

Re: Recording and Sound Systems Bid #ESC NJ 21/22-19 Extension

Dear Mr. Uthe:

Please be advised that on December 16, 2022 the Educational Services Commission of New Jersey's Board of Directors approved the extension of the above-referenced bid to your company for an additional year from 2/23/23 through 2/22/24 under the same terms, conditions and pricing as stated in the original bid.

Please sign and return the enclosed **Acceptance of Bid and Contract Award – Extension**, keeping a copy for your files.

Should you have any questions, please do not hesitate to contact my office at 732-777-9848, ext. 3120.

Respectfully,

Anthony La Marco
Business Administrator/Board Secretary

AL/ha

cc: Mark J. Finkelstein, Superintendent

#65MCESCCPS

ACCEPTANCE OF BID AND CONTRACT AWARD – **EXTENSION**

RECORDING AND SOUND SYSTEMS BID #ESCNJ 21/22-19

In compliance with the Request for Bid, the undersigned warrants that I/we have examined the Instructions to Respondents, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the Request for Bid. Signature also certifies understanding and compliance with the certification requirements of the ESCNJ's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility and that of any proposed subcontractors, time of completion, as well as other factors of interest to the ESCNJ as stated in the evaluation section will be a consideration in making the award.

Your bid for contracting services is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Bid. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from a Co-op Member. The parties intend this contract to constitute the final and complete agreement between the ESCNJ and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby.

The **extension** of the bid award shall commence on 2/23/23 and continue through 2/22/24 with an option to extend the contract in accordance with NJ law, unless terminated, canceled or extended with the same terms and conditions as stated in the original bid, in accordance with N.J.A.C. 18A:18A-42 by mutual written agreement.

Company Name Business Information Systems, Inc. Date: _____

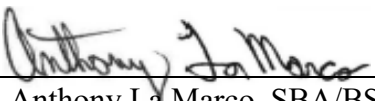
Company Address 1350 NE 56 Street, Suite 300, Ft. Lauderdale, FL 33334

Contact Person Bradley Uthe Title Dir. of Business Development

Authorized Signature (ink only) _____ Title _____

ACCEPTANCE OF BID AND CONTRACT AWARD – **EXTENSION**
TO BE COMPLETED ONLY BY ESCNJ

Awarding Agency: Educational Services Commission of New Jersey

Agency Executive: 
 Anthony La Marco, SBA/BS

Awarded this 16th day of December 2022 Contract Number ESCNJ 21/22-19 - **EXTENSION**

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AN INTER-LOCAL AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND
THE OCEANPORT BOARD OF EDUCATION FOR CLASS III SPECIAL LAW ENFORCEMENT OFFICERS**

Resolution #2023-214
09/21/23

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40:65-1 Et. Seq. authorizes joint activities among governmental agencies and was enacted with the intent to facilitate and promote Inter local Service Agreements; and

WHEREAS the Oceanport Board of Education has approached the Governing Body to enter a shared service agreement providing for two (2) Class III Special Law Enforcement Officers to be assigned to the schools; and

WHEREAS, the Governing Body has considered the shared service and its benefits to the residents and children of Oceanport and find it to be in the best interests of the Borough to enter into such agreement with the Oceanport Board of Education for a period of one year beginning July 1, 2023 and expiring June 30, 2024,

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Oceanport hereby authorizes the Mayor and Borough Clerk to execute the Shared Services Agreement ("agreement") attached hereto for provision of two (2) Class III Special Law Enforcement Officers between the Borough of Oceanport and the Oceanport Board of Education for a period of one year beginning July 1, 2023 and expiring on June 30, 2024

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

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (hereinafter "Agreement") is made on this [REDACTED] day of [REDACTED], 2023 by and between the OCEANPORT BOARD OF EDUCATION (hereinafter "BOE" or "District") with office located at 29 Wolfhill Avenue, Oceanport, New Jersey 07757, and the BOROUGH OF OCEANPORT (hereinafter "Borough").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act") authorizes joint activities among governmental agencies and was enacted with the intent to facilitate and promote shared services agreements and which authorizes local school districts and boroughs to enter into an agreement with each other to provide or receive any service which the parties to an agreement are empowered to render within their own jurisdiction; and

WHEREAS, the BOE and the Borough desire to enter into a Shared Services Agreement under which the Borough agrees to provide Class III Special Law Enforcement Officers ("SLEO"); and

WHEREAS, the BOE and the Borough have agreed to share the cost of the SLEO's (salary from District; soft costs from Borough); and

WHEREAS, the BOE and Borough have authorized and approved of this Agreement by resolution duly adopted pursuant to N.J.S.A. 40A:65-5 of the Uniform Shared Services Consolidation Act.

NOW THEREFORE, in consideration of mutual promises and covenants of the parties, as set forth below, both the BOE and the Borough agree as follows:

I. Goals and Objectives

It is understood and agreed that the BOE and the Oceanport Police Department share the following goals and objectives with regard to the assignment of the SLEOs to the District's schools.

1. To enhance school security for students and staff throughout the District during the school day;
2. To act swiftly and cooperatively when responding to major disruptions, crimes and disorderly persons violations at school, such as: trespassers, the possession and use of weapons on school grounds, the illegal use, sale and/or distribution of controlled dangerous substances and similar disturbances;

3. To report serious crimes that occur on school grounds and to cooperate with law enforcement officials in their investigation of crimes that occur at school; and

4. To cooperate with law enforcement officials in their investigations of school-related crimes which occur off school grounds.

II. Terms and Definitions

It is hereby recognized that the SLEOs shall be under the supervision and direction of the Officer in Charge of the Borough Police Department (“OIC”) or another superior officer designated by the OIC.

The term “Law Enforcement Agency” means a unit of commissioned police officers that is officially authorized or designated by the Borough Police Department to enforce any local, State or Federal law. Under the terms of this Agreement, this includes maintaining physical security and safety within the Oceanport public schools.

All “School security equipment and records”, including but not limited to, school surveillance video recordings and school bus videotapes, shall be the property of the BOE.

“Operating School Hours” shall include the time in which a school is normally in session, students are engaged in school related activities under the supervision of professional school staff, or when the school is occupied by the public for any use authorized by the BOE.

III. Employment and Assignment of Special Law Enforcement Officer

A. The Borough shall assign **2** Special Class III to the BOE’s schools in accordance with the schedule for hours and dates of service as determined by the daily school schedule.

B. The assigned officers shall all have completed School Resource Officer training in accordance with current statute.

C. The SLEOs shall be an employee of the Oceanport Police Department and shall be subject to the administration, supervision and control of the Oceanport Police Department. He/She shall also be subject to all rules and regulations, policies, orders and directives of the Oceanport Police Department. The SLEOs shall not be an employee of the BOE.

D. The SLEO shall be subject to the policies and regulations of the BOE when present on school grounds.

E. The SLEOs shall be certified as Special Class III Officers. The officers shall be

selected by the Borough's Chief of Police in consultation with the Superintendent of Schools. The Superintendent (or his/her representative(s)) may meet with and interview the SLEOs to determine whether or not the SLEO is suitable for working in a school environment. If the Superintendent or the BOE finds (at any time during this Agreement) any of the SLEOs selected by the Police Chief to be unacceptable, he/she shall provide a statement of reasons affirming such to the Chief of Police. The Chief shall select another officer to fill the place of the SLEO deemed unacceptable by the Superintendent which was supported by documentation. In order to maintain continuity, the Chief of Police shall not change SLEOs assignments during the school year, unless circumstances arise that require a change.

F. The District agrees to provide and pay the SLEOs' salary and other associated fees and soft costs will be paid by the Borough. The SLEOs shall be subject to all other personnel policies and practices of the Police Department.

G. The SLEOs will possess the qualities and qualifications necessary to accomplish the aforementioned mutual goals and objectives.

H. The SLEOs shall report to the Oceanport Police Department Chief of Police and while on school grounds shall work in cooperation with the building administration and the Superintendent of Schools.

IV. Duty Hours

A. The SLEOs shall each be assigned to the BOE for up to 40 hours per week during the term of this Agreement.

B. The SLEOs shall normally work a shift that most efficiently aligns with Operating School Hours. Any services provided in addition to the Operating School Hours must be requested by the BOE with the commanding officer at least twenty-four (24) hours prior to the event, except for in the case of emergency. At the request of the BOE and with approval from a commanding officer, the SLEO may work more than his/her ordinarily scheduled hours.

V. Basic Qualifications of SLEO

The Oceanport Police Department represents that the SLEOs assigned shall meet the criteria set forth in N.J.S.A. 40A:14-146.10, *et. seq.*

VI. Duties of SLEO

The duties to be performed by the SLEOs shall be determined by the Chief of Police through the municipal police chain of command, in cooperation with the Superintendent of Schools and/or the Superintendent's designee. These duties may include, but are not limited to, the following:

A. Provide security and surveillance at the school by admitting and clearing school guests as well as noting and reporting irregularities, dangerous practices and conditions, accidents, fires and other acts or circumstances requiring police or other action, which may affect the health, welfare and/or safety of the students and/or school personnel.

B. Work in cooperation with school officials and with the school system's administrators, but understanding that they report to the Chief of Police.

C. Provide security at school activities and functions including, but not limited to that which is listed below in consultation with the Oceanport Police Department and school principal:
1. School opening; 2. Student assembly; 3. Lunch; 4. Recess (where applicable) 5. School dismissal;

D. Enforce Federal, State and Local laws and ordinances.

E. Take necessary action as to events specified in Section I. above and report significant action, occurrences and conditions.

F. Assist with Megan's Law notifications received by the school, as directed by the Prosecutor's Office.

G. Assist with the training of school security personnel, if any.

H. Testify in court and/or before the BOE, as needed.

I. Advise the building principals on matters dealing with the proper handling and security of money, personal possessions, and valuable property.

J. Complete timely and accurate reports in accordance with the requirements of the police department.

K. Assist in the enforcement of traffic and parking laws and regulations on school property and cooperate and assist other public safety officials in traffic control as necessary.

L. Recommend measures to protect school and personal property from damage and theft.

M. Assist school personnel in dealing with emergencies.

N. Supervise security at school activities and public meetings as directed. This Agreement shall not prohibit the BOE from contracting for additional security at any of the schools or school activities; however, the SLEO nor the Borough Police Department will be responsible for supervising any private security.

O. Upon request, attend faculty meetings.

P. Serve at all times as a role model to students, demonstrating appropriate attitudes, behavior, courtesy, and respect.

Q. Maintain a log of activities undertaken in connection with the SLEO assignment and review the log monthly with the OIC, School Superintendent and School Principals pursuant to State statute and Attorney General guidelines.

R. Coordinate the sharing of delinquency information between the school and the police department in accordance with New Jersey State Law and the Uniform Memorandum of Agreement between Law Enforcement and School Officials.

S. Conduct security assessments and vulnerability studies as directed by the Chief of Police and in consultation with the school principal.

T. Perform such other related duties as assigned by the Chief of Police, OIC or his/her designee.

U. The SLEO will comply with any and all applicable BOE Policies and Regulations.

V. The SLEO shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer who shall immediately initiate the school district's procedures concerning school bullying.

W. The SLEO may be reassigned to different schools and different hours depending on the school, its specific security needs, and the specific school's extra-curricular activity

schedule.

The parties understand and agree that the SLEOs will be under the supervision of the Chief of Police and OIC and report to the Chief of Police and OIC.

VII. Communications

The SLEOs shall coordinate and communicate with the Superintendent, Business Administrator, and principal or the principal's designee of any school at which he/she may perform duties.

The Superintendent of Schools and the OIC shall maintain open communication concerning the effectiveness of having SLEOs assigned to the District schools.

VIII. Training

The SLEOs shall be required by the Oceanport Police Department to attend training, seminars, re-certifications, and in-service training sessions as directed by the Chief of Police or his/her designee. All efforts will be made to avoid this interfering with the SLEOs' responsibilities at the school. The SLEOs should advise school administrators of upcoming absences due to training. The BOE shall not be responsible for the costs of any such training.

IX. Dress Code

A. The SLEOs shall wear a uniform within the Oceanport Police Department Uniform standards and policy to maintain a visible presence in the schools.

B. The SLEOs shall carry departmental issued firearms at all times while on duty. Firearm carry shall always be in compliance with the Oceanport Police Department Firearms Policy.

X. Searches

The SLEOs shall not be requested to participate in student searches conducted by school officials. The SLEOs may only conduct searches if there is an immediate need and there are evident safety concerns.

XI. School Discipline

The SLEOs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if a principal or other administrator believes an incident may be a violation of the law, the principal shall contact a patrol officer to the school to handle the issue.

XII. Police Vehicle

The SLEOs will be provided a police vehicle by the Borough while performing the duties herein set forth.

XIII. Program Funding

The parties hereby agree that the SLEOs shall be compensated at a rate of \$30.00 per hour plus any payroll taxes that are paid by the Borough on compensation for services provided to the BOE.

The BOE shall be responsible for reimbursing the Borough for 100 percent of the actual number of hours worked per week, up to 40 hours per week. Such compensation shall be paid by the Borough and reimbursed by the BOE on a monthly basis.

The Borough shall be responsible for all other costs including but not limited to training, uniforms, weapons, vehicles, etc. The BOE shall not be responsible for reimbursing the Borough for any other costs associated with the employment of the SLEOs.

Compensation by the BOE for services outlined within this Agreement shall be invoiced by the Borough and paid by the BOE on a monthly basis. Billing shall itemize date, hours, and event worked by the SLEOs.

XIV. Term of Agreement

This Agreement shall be in effect for the period of 12 months through **June 30, 2024**. This Agreement may be extended upon mutual agreement of the parties in writing.

XV. Insurance and Indemnification

A. GENERAL LIABILITY. The Borough shall maintain insurance in the amount of \$5,000,000 per occurrence/annual aggregate for bodily injury liability and property damage liability, and include the BOE as an additional insured for the time during which the SLEOs are working in the District.

B. AUTO LIABILITY/PHYSICAL DAMAGE. As the SLEOs will be Borough hourly employees driving a Borough vehicle from the Borough's Police Department to the District, the Borough shall provide and maintain insurance in the amount of \$5,000,000 in auto liability for its vehicle and include the BOE as an additional insured.

C. WORKERS COMPENSATION. The SLEOs will be hourly employees of the Borough. As such, the Borough shall be responsible for maintaining Workers Compensation and

Employers Liability.

D. Evidences of the above-referenced insurance policies shall be provided to the BOE.

E. The Borough assumes all liability for, and agrees to indemnify and hold the BOE and its members, agents, servants, employees, students, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Borough, its agents, servants, SLEOs, or employees related to the performance of this Agreement.

XVI. Authorization

Each party represents that the execution, delivery, and performance of this Agreement has been authorized by its respective governing body, does not require any consent, approval or referendum of the voters, and does not violate any judgment, order, law or regulation applicable to either party.

XVII. Termination

Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

XVIII. Miscellaneous

A. Entire Agreement

This agreement constitutes the entire agreement and understanding between the parties in relation to its subject matter and supersedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.

B. Severability

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws, rules, or regulations of the State of New Jersey, or of the United States, such term or condition, or application shall be deemed to be invalid, but all other terms and conditions and application shall continue in full force and effect.

C. Governing Law

This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.

D. Notice

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, and addressed to the party as set out below or to such other address as the party may have specified by notice given in writing to the other party.

Oceanport Board of Education
Attn: Superintendent to Schools
29 Wolfhill Avenue
Oceanport, NJ 07757

Borough of Oceanport
Attn: Mayor
910 Oceanport Way
P.O. Box 370
Oceanport, NJ 07757

E. Modifications

This Agreement may not be amended, altered, or modified in any manner except in writing executed by the parties hereto.

F. Headings

This section and any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

G. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

H. Independent Contractor.

Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the BOE and Borough.

I. Confidentiality

The Borough and SLEOs agree to maintain the strict confidentiality of all student records in accordance with all applicable laws, statutes, and regulations, including but not limited to Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, and its implementing regulations at 34 C.F.R. 99.1 et seq. and N.J.A.C. 6A:32- 7.1 et seq.; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

J. New Jersey Office of the State Comptroller

Borough will maintain all documentation related to this transaction for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request pursuant to N.J.A.C. 17:44-2.2.

K. Public Inspection and Filing

A copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the Director, in accordance with N.J.S.A. 40A:65-4(b).

IN WITNESS WHEREOF, the BOE and the Borough have caused their respective corporate seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

BOROUGH OF OCEANPORT

Jeanne Smith, RMC, QPA, Borough Clerk

John F. Coffey, II, Mayor

OCEANPORT BOARD OF EDUCATION

Mark Patterson, BOE President

Dr. Laura Godlesky, Superintendent

Deborah Trainor, Business Administrator/Board Secretary

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN FMERA AND THE BOROUGH OF
OCEANPORT FOR ENGINEERING SERVICES RELATED TO DEMOLITION OF BUILDINGS 550 AND
551 ON FORT MONMOUTH LANDS WITHIN THE BOUNDARIES OF THE BOROUGH OF OCEANPORT**

Resolution #2023-215
09/21/23

WHEREAS, the Borough of Oceanport entered into an Interagency Memorandum of Understanding with the Fort Monmouth Economic Revitalization Authority (FMERA) for engineering services related to the demolition plans and specifications for Buildings 550, 551, 555 & 886 located in the Fort Monmouth section of Oceanport pursuant with Resolution #2022-129 and Resolution #2023-52; and

WHEREAS, FMERA desires to proceed with the work required for demolition of Building #550 and #551 and has submitted an MOU tailored to the specific services needed for Building #550 and #551,

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Oceanport authorize the Mayor and Clerk to sign and effectuate said MOU for specific services related to Building #550 and #551 in concert with the approval and signature by FMERA.

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) dated the 21st day of September, 2023 will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority (“FMERA”) and the Borough of Oceanport (the “Borough”) regarding the interagency agreement to fund the following items: the asbestos abatement (including removal, monitoring, and associated reporting), demolition, and site restoration activities (including preparation of all applications and associated, prerequisite environmental, engineering services and demolition permits) for Buildings 550 and 551 located in the Oceanport section of Fort Monmouth. FMERA and the Borough are collectively referred to herein as the “Parties.”

WHEREAS, on July 6, 2022, FMERA and the Borough entered into a Memorandum of Understanding to contract for the civil and environmental engineering services to survey asbestos containing materials, by type, quantity, and location, survey universal wastes and other hazardous materials by type, quantity and location, and to prepare demolition specifications and bidding documents (including preparation of certain applications and associated prerequisite surveying, environmental and engineering services) for Buildings 550, 551, 555 & 886 located in the Oceanport section of Fort Monmouth (Civil and Environmental Engineering Services MOU) in three Project Sites as identified therein; and

WHEREAS, on February 23, 2023, FMERA and the Borough amended the Civil and Environmental Engineering Services MOU to increase the Project Funding (collectively the “Amended MOU”); and

WHEREAS, on August 21, 2023, FMERA received estimated costs, specifications for Asbestos Abatement and Demolition for the Project site containing Buildings 550 and 551 and a proposal for professional engineering, surveying and construction observation services associated with the Asbestos Abatement and Demolition of Buildings 550 and 551 from the Borough’s Engineer Colliers Engineering and Design (“Colliers”); and

WHEREAS, under the Amended MOU, FMERA was permitted to either bid out each of the three identified Project sites or enter into a separate MOU with Oceanport for the Borough’s engineer to oversees the public bidding for the demolition and remediation of the three identified Project Sites either together or separately; and

WHEREAS, FMERA entered into separate MOUs for abatement and demolition work for Building 886 on May 12, 2023 and for Building 555 on July 31, 2023; and

NOW THEREFORE, the Parties enter into this MOU to reflect the mutual understanding of the Parties relative to Project (defined below) for the abatement and demolition of Buildings 550 and 551 and the associated site restoration activities.

1. **Incorporation of Recitals.** The Parties hereto agree that the statements contained in the foregoing recital be and are hereby incorporated into this MOU as if more fully set forth herein at length.
2. **Incorporation of Plans.** The Colliers specifications for Asbestos Abatement and Demolition of Buildings 550 and 551 for the “Project” entitled Specification for Asbestos Abatement and Demolition of FMERA Buildings 550 & 551 dated August 2023 and any amendments thereafter be and are hereby incorporated into this MOU as if more fully set forth herein at length. The aforesaid, Specification for Asbestos Abatement and Demolition of FMERA Buildings 550 & 551 for the Project (hereinafter “the Plans”), are attached to this MOU as **Exhibit A**. Any future amendment to the Plans shall be effective upon mutual agreement by the Parties expressed in writing.
3. **The Project:** The purpose of the “Project” consists of the retention of the Borough’s engineer, Colliers, for the abatement and demolition of Buildings 550 and 551 located on the Project Site (as defined below). Colliers’ services shall include: bidding services for abatement and demolition contracts and the oversight of the following tasks: removal of all asbestos containing materials (both friable and non-friable materials) from the interior and exterior sections of Buildings 550 and 551, asbestos abatement monitoring and reporting, post

asbestos abatement review and the issuance of a final report, the collection, packaging, labeling, and disposal of universal wastes and other hazardous materials found at Building 550 and 551 to identified waste management facilities, potential removal of an underground storage tank, proper termination/abandonment (cut and capping)/deenergizing of existing utilities prior to commencement of demolition activities, all demolition work and the final restoration (i.e. grading, top soiling, and seeding) of the Project site. Colliers shall conduct a public bidding process for abatement and demolition services. All bids shall be consistent with the Plans prepared by Colliers, attached hereto as **Exhibit A**. Starting a month after selection of the bidder, Colliers shall prepare and submit weekly summary reporting the status of the Project. The goal of this Project is to facilitate a competitive bidding process for the selection a qualified subcontractor to commence and successfully complete the Project in the most cost-effective manner possible, with oversight from Colliers.

4. **Project Site(s):** Project Site is located within the boundaries of the Main Post Area of Fort Monmouth. The "Project Site" includes Buildings 550 and 551 (portion of Block 110, Lot 1) (Parcel Map), attached hereto as **Exhibit B**.
5. **FMERA's Role and Responsibilities:** FMERA will be responsible for performing the following tasks under this MOU:
 - a. Pay the costs of the Project, not to exceed Four Hundred and Seventy Thousand Four Hundred and Twenty (\$470,420.00) Dollars "Project Funds," which is inclusive of costs for professional engineering, surveys, and construction observation services attached hereto as **Exhibit C** and the estimate for demolition attached as **Exhibit D**.
 - b. In consultation with Colliers, FMERA will review and approve the Plans as prepared by Colliers under the Amended MOU and as attached hereto, and any modification thereof, for public bidding in accordance with Local Public Contracts Law.
 - c. Grant to the Borough and its consultants and contractors a license to enter the Oceanport section of Fort Monmouth as needed to perform the Project, and as set forth below in section 8(c).
 - i. Each contract that the Borough enters into for the Project shall include provisions that the consultant or contractor will: (i) indemnify and hold FMERA and the Borough harmless against any and all claims related to or arising out of said consultant or contractor entering upon Fort Monmouth; and (ii) require the consultant/contractor to maintain adequate insurance coverage.
 - d. Provide the Borough with copies of plans, drawings, reports and any other available information related to the Project Site, infrastructure and buildings to the extent such plans, drawings, reports and information are available to FMERA.
 - e. Provide the Borough with a Notice to Proceed.
 - f. FMERA hereby confirms to the Borough that FMERA is holding Four Hundred and Seventy Thousand Four Hundred and Twenty (\$470,420.00) Dollars (the "Project Funds") for the payment of Project costs and expenses.
 - i. In the event the amount due to the Borough's contractor for the work described in Paragraph 2 is expected to be greater than Four Hundred and Seventy Thousand Four Hundred and Twenty (\$470,420.00) Dollars, the Borough will notify FMERA that additional Project Funds are required. Any increase in the cost beyond ten (10%) percent of the Project Funds is subject to FMERA's Board approval.
6. **The Borough's Role and Responsibilities:** The Borough will be responsible for the following tasks under this MOU:

- a. **Project Funds:** The Borough shall use Project Funds disbursed by FMERA to the Borough to pay the costs of contractors and consultants hired to complete the Project. The Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Project.
- b. **Contractors and Consultants:** The Parties acknowledge that the Borough has retained and entered into agreements and contracts with Colliers to assist in connection with the Project. In the event it becomes necessary or appropriate to replace Colliers, and to the extent allowable and consistent with applicable selection procedures, the Parties will jointly approve the selection of any replacement consultant or contractor prior to contract execution; including, but not limited to, having a FMERA representative as a member of the consultant/contractor selection committees. Any and all contracts with consultants or contractors entered into by the Borough in connection with the Project shall be advertised, solicited and selected by the Borough in accordance with applicable procurement requirements. FMERA authorizes the Borough to direct Colliers to begin and complete Project work under the terms set forth herein.
- c. **Project Schedule:** The proposed Project Schedule provided by selected bidder shall be consistent with Colliers project timeline, as further described within the attached Scope of Work.
- d. **Project Deliverables:** Before awarding the Abatement and Demolition Contract, Colliers, on behalf of the Borough of Oceanport, will, in consultation with FMERA, review the public bids for compliance with the Local Public Contracts Law and award the contract in accordance with the same. The Borough in consultation with Colliers shall provide FMERA with electronic copies of all documents provided by each of the bidders prior to the selection of a subcontractor, both in original software formats and PDF versions all of documents.
 - i. Abatement and Demolition Contract. The Parties acknowledge that Colliers, on behalf of the Borough of Oceanport, will enter into a contract(s) with the lowest responsible bidder for the Project as required by the Local Public Contracts Law. Any and all contracts with consultants or contractors entered into by Colliers in connection with the Project shall be publicly advertised, solicited and selected by Colliers in accordance with the Local Public Contracts Law.
 - ii. All requests for bids will state that any award of the contract shall be subject to the availability of FMERA funds. No contract will be awarded unless and until FMERA has deposited all the Project Funds required to complete work at each Project Site(s) pursuant to Section 7 below.
 - iii. In the event the contract price for the Project should exceed the Project Cost, the Parties reserve the right to reject all bids as exceeding the estimate in accordance with the Local Public Contracts Law.
- e. **Project exceptions:** FMERA shall notify the Borough if any/all of the work is to be completed outside of this MOU. Upon notification of FMERA utilizing an alternate means to complete the work, the Borough shall incur no additional costs and return any unused monies under this agreement to FMERA.
- f. **Approvals:** The Borough, through its consultants and contractors, will obtain any and all permits and approvals needed to complete the Project and the services associated with the Project.
- g. **Prevailing Wage Requirement:** The Borough shall enter into, or direct Colliers to enter into, contracts that provide that each worker employed on the Project shall be paid not less than the prevailing wage rate for worker's craft or trade, as determined by the Commissioner of Labor and Workforce Development pursuant to N.J.S.A. 34:11- 56.25.
- h. **Compliance with Law:** The Borough will oversee the work of its consultants and contractors to have

work performed in a safe and professional manner and in accordance with any and all applicable rules, regulations, ordinances, statutes, laws and requirements of any governmental office having jurisdiction over the Project.

7. **Compensation and Payment:** In accordance with Section 6.a. above, FMERA shall provide 100% of Project Funds to the Borough to be kept in escrow and utilized as necessary to complete the Project. The Borough is not entitled to any fee or charge for its role in awarding, overseeing and administering the Abatement and Demolition Contract. However, the Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Abatement and Demolition Work, including any and all permit fees, license fees, demolition observation engineering fees and such attorney's fees as are related to the administration of the Abatement and Demolition Work. The Borough will return to FMERA upon completion of the Project any amount of the Project Funds that are not expended for the Project.

8. **Additional Provisions:**

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

and addressed as follows:

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

If to FMERA:
 Fort Monmouth Economic Revitalization Authority
 P.O. Box 267
 Oceanport, New Jersey 07757
 Attention: Kara Kopach, Executive Director

- i. **Titles and Headings:** Titles and headings are included for convenience only and shall not be used to interpret the MOU.

The foregoing correctly reflects the Parties' understanding and intent.

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

ATTEST

FORT MONMOUTH ECONOMIC
 REVITALIZATION AUTHORITY

Kara Kopach
 Executive Director

ATTEST

BOROUGH OF OCEANPORT

Jeanne Smith, Borough Clerk

John F. ("Jay") Coffey II, Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT TO COLLIERS ENGINEERING & DESIGN FOR ENGINEERING SERVICES
RELATED TO PROPOSAL DATED AUGUST 16, 2023 FOR THE DEMOLITION OF FORT MONMOUTH
BUILDINGS #550 AND #551 PURSUANT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE BOROUGH OF OCEANPORT AND THE FORT MONMOUTH ECONOMIC REVITALIZATION
AUTHORITY (FMERA)**

Resolution #2023-216

09/21/23

WHEREAS, the Borough Council adopted Resolutions #2022-129 and #2023-52 and authorizing a Memorandum of Understanding (MOU) with the Fort Monmouth Economic Revitalization Authority (FMERA) where the Borough of Oceanport will provide engineering and related services for environmental, demolition plans, specifications, bidding services and observation services for four buildings in the Oceanport section of Fort Monmouth; and

WHEREAS, pursuant with Resolution #2023-215, an MOU specific to the services required for demolition of Building #s 550 & 551 was approved; 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 & Design has submitted a proposal dated August 16, 2023 for provision of the requested services; and

WHEREAS, having considered the matter in concert with FMERA, the Borough now wishes to authorize the Borough Engineer, Colliers Engineering & Design to perform the engineering services for the proposal dated August 16, 2023 for an amount not to exceed \$120,420.00,

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 2023 and the work to be performed will be consistent with their existing contract and the Colliers proposal dated August 16, 2023 for engineering services related to the Borough's MOU with FMERA for demolition of Building #550 and #551 in the Oceanport section of Fort Monmouth.
2. That authorization is granted for an amount not to exceed \$120,420.00 pursuant with the MOU with FMERA.
3. 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.
4. That a certified copy of this resolution shall be provided to FMERA's Executive Director, the Borough Administrator, the Borough Engineer and the Chief Financial Officer.

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



August 16, 2023

VIA EMAIL

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

Proposal for Professional Services
Buildings 550 & 551 Demolition
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Proposal No.: OPB-0181P

Dear Mayor and Council Members,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) is pleased to submit this proposal for professional engineering, surveying and construction observation services associated with the Asbestos Abatement and Demolition of Buildings 550 & 551 at Fort Monmouth, in Oceanport, New Jersey.

This proposal is divided into four sections as follows:

Section I – Scope of Services

Section II – Business Terms and Conditions

Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

Section IV – Client Contract Authorization

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

Section I – Scope of Services

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

PHASE 1.0 ABATEMENT MONITORING

Our office will provide an industrial hygiene technician (such as an individual accredited by USEPA or a state entity) to observe the asbestos abatement contractor and to collect the daily air samples and final clearance samples only in Buildings 551 which will be demolished. Daily monitoring samples will be analyzed for asbestos via phase contrast microscopy (PCM) and final clearance samples will be analyzed via transmission electron microscopy (TEM). All analyses will be completed on a one-day turnaround. The cost provided below presumes up to 30 days at Building 551 with up to 200 PCM samples and 25 TEM samples.

The specifications will require the contractor to complete the abatement, including reaching clearance levels within 30 working days. If the contractor exceeds the time frame, they will be responsible for the additional monitoring at \$1,000/day and lab fees of \$20/PCM and \$185/TEM, to reimburse CED for the additional services beyond the allotted time frame.

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

Phase 1.0 Lump Sum **\$77,065.00**

PHASE 2.0 DEMOLITION OBSERVATION AND ADMINISTRATION

CED will perform construction administration and construction observation services during the period of the demolition contract. The ACM Mitigation Monitoring is included in Phase 1.0 above. It is anticipated that the contract will have a duration of Seventy five (75) days. Part-time construction observation services will be provided throughout construction activities and final inspections. CED will check on the Contractor's compliance with the Contract Documents and provide monthly status reports and recommendations regarding payment applications. The following scope is included in this phase:

1. Attend and chair the pre-construction meeting and prepare and distribute the minutes of that meeting.
2. We will assist the contractor with utility companies, as required, regarding the shutoff of the existing utilities.
3. Perform part-time construction observation services as required during construction of the proposed improvements. CED shall provide observation of construction for conformance with the Contract Documents and report any deviations to the Borough and the Contractor.



4. Review and recommend for approval to FMERA, Contractor's quantities, measurements, and requests for payment on a monthly basis.
5. Maintain pertinent job records including Contract Drawings, Addenda, Change Orders, Payment Estimates, and Daily Inspection Reports.
6. Maintain copies of all files related to this project including, but not limited to, all correspondence, permits, Requests for Information, shop drawings/reviews, design modifications, payment estimates, change orders, cost estimates, inspection reports, record plans and specifications, etc.
7. Negotiate and prepare change orders approved by the FMERA as required. Independent cost estimates will be prepared during review of the change orders to advise FMERA on the validity of the change orders.
8. Prepare a punch list of remaining work near completion of the project.
9. Prepare final estimate and closeout project as per the Contract Specifications.

Phase 2.0 Lump Sum

\$42,555.00

Schedule of Fees

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

Phase Name		Fee
PHASE 1.0	ABATEMENT MONITORING (LUMP SUM)	\$77,065.00
PHASE 2.0	DEMOLITION OBSERVATION AND ADMINISTRATION (LUMP SUM)	\$42,555.00
PHASE 3.0	REIMBURSABLES (COST PLUS)	\$ 800.00
TOTAL FEE FOR PHASES 1.0 THRU 3.0		\$120,420.00

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:

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

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

Section II – Business Terms and Conditions

The Business Terms and Conditions are in accordance with the original contract agreement executed with the Borough of Oceanport.

Section III – Rate Schedule

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

FMERA OBLIGATIONS

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



Section IV – Client Contract Authorization

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

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. Alternatively, please provide a copy of a Resolution or Purchase Order approving this proposal, which shall constitute authorization. This proposal is valid until October 1, 2023.

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

Sincerely,

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

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

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

WHW/dmm

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

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**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A NON-FAIR AND OPEN CONTRACT FOR FIRE EQUIPMENT SERVICES BETWEEN
BLAZE EMERGENCY EQUIPMENT CO. LLC AND THE BOROUGH OF OCEANPORT**

Resolution #2023-217
09/21/23

WHEREAS, the Borough of Oceanport has a need to service fire equipment by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and,

WHEREAS, the Borough has determined that the value of the services will exceed \$17,500.00.

WHEREAS, the anticipated term of this contract is the period January 1, 2023 through December 31, 2023; and

WHEREAS, Blaze Emergency Equipment Co., LLC has completed and submitted a Business Entity Disclosure Certification and Political Contribution Disclosure Form which certifies that Blaze Emergency Equipment Co., LLC has not made any reportable contributions to a political or candidate committee in the Borough of Oceanport in the previous one year, and;

WHEREAS, Blaze Emergency Equipment Co., LLC has submitted multiple quotes for the performance of services which in total will exceed \$17,500 for the current year,

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

1. Blaze Emergency Equipment Co., LLC is hereby appointed to provide services for fire equipment for calendar year 2023 for an amount not to exceed Twenty-five thousand dollars (\$25,000).
2. The Purchasing Agent is hereby authorized to contract for services on behalf of the Borough of Oceanport subject to the availability of funds encumbered by purchase order on an as needed basis pursuant with N.J.A.C. 5:30-5.4

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.

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
Blaze Emergency Equipment, of 715 Old Shore Rd. Forked River NJ 08731
 (Vendor Name) Company (Vendor Address, City, State, Zip)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 2023 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Oceanport as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

John F. Coffey	Bryan Keeshen	Thomas Tvrdik
William Deerin	Michael O'Brien	Oceanport Republican Committee
Richard Gallo	Keith Salnick	Oceanport Democratic Committee

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Tammy Howell	2 Maplecrest Ct. Toms River, NJ 08753
Joseph Howell	2 Maplecrest Ct. Toms River NJ 08753

Part 3 – Signature and Attestation:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form. The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Printed Name of Affiant:

Title:

Signature of Affiant:

Date:

Blaze Emergency Equipment Company
Tammy Howell
Managing Member
Tammy Howell
August 17, 2023

Subscribed and sworn before me this 17 day ofAugust, 2023My Commission expires: 11-22-24

(Witnessed or attested by)
 PAMELA PFEISTER
 Notary Public - State of New Jersey
 My Commission Expires Nov 22, 2024

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AN INTER-LOCAL AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND
THE OCEANPORT BOARD OF EDUCATION FOR GROUNDS MAINTENANCE AND SNOW PLOWING**

Resolution #2023-218
09/21/23

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40:65-1 Et. Seq. authorizes joint activities among governmental agencies and was enacted with the intent to facilitate and promote Inter local Service Agreements; and

WHEREAS the Governing Body approved an Interlocal Agreement with the Oceanport Board of Education pursuant with Resolution #2022-147 for the provision of grounds maintenance and snow plowing of school properties which expired on June 30, 2023; and

WHEREAS, the Oceanport Board of Education is desirous of continuing this shared services agreement with the Borough of Oceanport for a period of one year beginning July 1, 2023 and expiring June 30, 2024 for an amount not to exceed \$45,000.00;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Oceanport hereby authorizes the Mayor and Borough Clerk to execute a Shared Services Agreement ("agreement") for services between the Borough of Oceanport and the Oceanport Board of Education that incorporates the following terms and conditions:

1. The agreement shall be for a period of one year beginning July 1, 2023 and expiring on June 30, 2024
2. The annual rate for the services shall be \$45,000.00.
3. The cost of equipment to provide services upon approval by the Board shall be purchased by the Board and deducted from and made in lieu of a portion or all of the payments due to the Borough. Upon termination of or any extension of the agreement, the equipment shall be transferred to the Borough for consideration of the payment of \$100.00
4. All other terms and conditions contained in the Shared Services Agreement or any extensions thereto.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Oceanport Board of Education, Borough Administrator, Public Works Superintendent and Chief Financial Officer.

**INTER-LOCAL AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND THE
OCEANPORT BOARD OF EDUCATION
FOR GROUNDS MAINTENANCE AND SNOW PLOWING SERVICES**

THIS AGREEMENT made the 18th day of August 2023, by and between the **BOROUGH OF OCEANPORT** and the **OCEANPORT BOARD OF EDUCATION**

WHEREAS the Oceanport Board of Education (the "Board") has the need for lawn mowing and snow plowing services in connection with Board related properties, with the exception of the walkways of school properties; and

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40:65-1 Et. Seq. authorizes joint activities among governmental agencies and was enacted with the intent to facilitate and promote Inter-local Service Agreements; and

WHEREAS, the Borough of Oceanport (the "Borough") has the personnel to perform the lawn mowing and snow plowing services and the willingness and ability to enter into an inter-local agreement with the Board to do such work; and

WHEREAS, the Borough has been performing these services for the Board of Education since 2008 and both parties have found the Agreement to be beneficial;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Borough of Oceanport and the Oceanport Board of Education that they hereby enter into an inter-local services agreement with each other as follows:

1. The Borough shall provide for lawn mowing and snow plowing services in connection with Board related properties, with the exception of the walkways of school properties, for a cost of Forty-Five Thousand Dollars (\$45,000.00) annually, with one half of payment due September 1st and the second half of payment due January 1st of each year. Any The Borough shall invoice the Board in advance of the payment due date.
2. The Borough reserves the right to request compensation of \$40 per hour per person for any a-la-carte work they are asked to perform beyond the scope of lawn mowing and snow removal. Any work of this nature must be communicated to the Oceanport School Superintendent or Business Administration via email. Work of this nature cannot be performed without written approval in email from the Oceanport School Superintendent or Oceanport Business administrator.
3. The Borough may request that the Board purchase equipment for the ground's maintenance and snow plowing. Should the Board agree, the Board shall purchase said equipment. The Borough shall be responsible to utilize, store, service and maintain the equipment at its sole cost and expense. The cost of the equipment paid for by the Board shall be deducted from and made in lieu of a portion or all of the payments due to the Borough in paragraph 1. The equipment shall remain the property of the Board during the term of this agreement and any extension thereof. Upon termination of this agreement or any extension thereof, the equipment shall be transferred to the Borough for consideration of the payment of \$100.00.
4. The Borough agrees to defend, indemnify, and hold harmless the Oceanport Board of Education and/or its members, agents, servants or employees or other representatives from all liabilities,

claims, physical injury, bodily injury, damages, losses, and expenses, including reasonable attorneys' fees, that may arise out of and/or in connection with the Borough's use, storage, service, and maintenance of the equipment purchased in paragraph 2. This indemnification agreement's

Page **1** of **2**

scope of coverage shall include, but not be limited to, bodily injuries suffered by Borough employees, Board employees and/or any other persons.

5. In accordance with N.J.S.A. 18A:18A-45, at the end of the term of this agreement, the Board shall sell the equipment to the Borough for \$100, which shall be considered good and valuable consideration for such sale.

6. This Agreement shall commence on July 1, 2023, and terminate on June 30, 2024, and shall be renewable for one year thereafter at the discretion of the parties. Any renewal must be made in writing and signed by both parties.

7. The parties hereby agree that each party shall release, indemnify, defend, and hold harmless the other and their respective agents, officers, and employees from any and all claims, demands, losses, expenses, attorney's fees, causes of action, judgments, lawsuits, proceedings, damages, and liability resulting and arising from the alleged or asserted negligent, reckless, or intentional act of itself, its agents, officers, and employees.

8. Both parties shall designate each other as a named insured on all insurance coverage.

9. Either party may terminate this Agreement for any reason upon sixty-days' written notice to the other. In the event of an early termination by either party for any reason, the Board shall retain ownership of any equipment purchased regardless of any offset in payment.

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

ATTEST: BOROUGH OF OCEANPORT

Jeanne Smith
Municipal Clerk

By: John F. Coffey, II
Mayor

Date: _____

Date: _____

OCEANPORT BOARD OF EDUCATION

Board Secretary

By: Mark Patterson
President

Date: _____

Date: _____

**BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
ADOPTING AN AFFORDABILITY ASSISTANCE POLICIES AND PROCEDURES MANUAL**

Resolution #2023-219
09/21/23

WHEREAS, the Borough of Oceanport entered into a Settlement Agreement with Fair Share Housing Center dated May 17, 2019; and

WHEREAS, as a result of the Settlement Agreement, the Borough is required to adopt an Affordability Assistance Policies and Procedure Manual; and

WHEREAS, CPG&H, LLC has been serving as the Borough's Administrative Agent and has prepared the above-referenced manual, copy of which is annexed hereto; and

WHEREAS, the above-referenced manual has been reviewed by the Borough Attorney and found to conform with the Settlement Agreement and all COAH and UHAC regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Oceanport, County of Monmouth and State of New Jersey does hereby adopt the Affordability Assistance Policies and Procedures Manual (August 2023) as required by the Borough's Settlement Agreement with Fair Share Housing Center.

Affordability Assistance

Borough of Oceanport *New Jersey*

Affordability Assistance Policies and Procedures Manual

August 2023



CGP&H

Community Grants, Planning & Housing

Good People. Great Results.™

1249 S. River Rd, Suite 301

Cranbury, NJ 08512

609/664-2769 www.cgph.net

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EXHIBITS:

EXHIBIT 1: Summary of Oceanport Borough Affordability Assistance Program Terms

EXHIBIT 2: Affordability Assistance Application

EXHIBIT 3: Resolution Authorizing Down Payment/Closing Cost Assistance - LOAN

EXHIBIT 4: Resolution Authorizing Two Months' Rent Assistance - GRANT

EXHIBIT 5: Affordability Assistance Program Repayment Agreement

EXHIBIT 6: Mortgage Securing Payment of Affordability Assistance Program Note

EXHIBIT 7: Recapture Mortgage Note for Affordability Assistance Program

EXHIBIT 8: Resolution Authorizing Emergency Repairs

EXHIBIT 9: Resolution Authorizing Creation of Additional Very Low Income Units

EXHIBIT 10: Emergency Repairs Grant Agreement

Oceanport Affordability Assistance Policies and Procedures Manual

Policies & Procedures Manual

Introduction

The purpose of this Manual is to describe the policies and procedures of the Affordability Assistance Program. This Manual describes the basic content and operation of the various affordability assistance program components. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations, terms, and/or procedures.

Where it is found that a new procedure may be more effective or can eliminate a recurring problem, that procedure may be incorporated into the program operation by amending this Operating Manual. In addition, this manual may be periodically revised to reflect changes in local, state, and federal policies and regulations relative to implementation of the affordable housing programs described herein. In accordance with the Federal Fair Housing Act and Equal Opportunities laws it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status.

Types of Affordability Assistance

There are eight (8) types of affordability assistance listed below. The specifics of each type are summarized in Exhibit 1. No ongoing or monthly assistance options are currently available.

1. ***Down Payment and/or Closing Cost Assistance*** – Affordability Assistance funds for down payment and/or closing costs will help low- and moderate-income households achieve the goal of homeownership. The goal of the program is to provide financial assistance to income-qualified homebuyers moving into affordable housing in Oceanport.
2. ***Emergency and Health/Safety Repairs*** – Affordability Assistance funding is also available to assist owners of low-and moderate-units to make code related repairs that they do not have the financial resources to make otherwise. Funding will not be provided for minor repairs such as small areas of peeling paint or other items that can be addressed easily by the homeowner. This funding will help preserve the affordable deed restricted housing stock and the residents who reside in the homes. Only units in the Township's Fair Share Plan (portfolio of affordable units) may be eligible to apply.

3. ***Two Months' Rent*** – Oceanport Borough will pay for two months' rent for renters moving into deed restricted affordable units. This assistance is a grant and does not need to be paid back. Due to likely timing issues related to when assistance is requested and when the check can be issued by Oceanport, the tenant will likely need to pay the first month's rent and the assistance will be applied to future months' rent payments. Please note, the Oceanport spending plan specified security deposit assistance, however due to timing issues between when a security deposit is required and when payment to the landlord could occur the Borough has elected to provide assistance in the form of an additional month of rent to be applied to a later rent payment.
4. ***Emergency Repairs for Supportive Housing Units*** – Funding is also available to assist providers of Supportive Housing to make emergency code related repairs such as roofs and siding damaged in weather events, major system failures. Funding will not be provided for minor repairs such as small areas of peeling paint or other items that can be addressed easily by the provider. The Program Administrator shall determine that an emergency situation exists based on the following:
 1. The repair problem is an immediate and serious threat to the health and safety of the building's residents.
 2. The problem has been inspected and the threat verified by the appropriate local building inspector and/or health official.
5. ***Emergency Generators for 100% Affordable Developments*** – Funds for emergency generators to be used in cases of power outage for emergency or lifesaving purposes in 100% affordable developments.
6. ***Create Additional Very Low-Income Units***– Affordability assistance may be utilized to create additional very low-income units by converting a moderate- or low-income unit into a very low-income unit in new developments. The affordability assistance will result in additional very low-income units beyond what is required by state affordable housing rules. Oceanport may negotiate with developers of inclusionary developments to determine the appropriate amount of subsidy required to make the unit affordable to a very low-income household. This subsidy amount may be determined by the following method outlined in N.J.A.C. 5:97-8.8 (2) but it is not required:

Example: A 100-unit development in a municipality consists of 80 market-rate rental units, 10 moderate-income rental units and 10 low-income rental units. Two of the low-income units are priced to be affordable to a household earning 30 percent of regional median income (RMI). The remaining eight low-income units are priced to be affordable to households earning 45 percent of RMI. The rental rate established for the units priced at a 45 percent level of affordability is \$603.00 per month while the rental rate established for units priced at a 30 percent level of affordability is \$353.00 for a difference of \$250.00 per month or \$3,000 per year. Assuming a capitalization rate of 8.5 percent would establish a 30-year present value of \$35,294 on the reduced rental income. Therefore, a developer might consider re-pricing low-income units to provide

additional very low-income units in exchange for an up-front lump sum payment of \$35,294 for each unit re-priced.

This program can also be used to make existing low-income units more affordable (very low income) via subsidies and changes to existing deed restrictions.

Oceanport Budget

The budget for each of the programs and percentage spent on each type of assistance is summarized in Exhibit 1.

Eligibility

Applications submitted for affordability assistance will be provided on a first come-first-served basis according to the following criteria:

1. There are available affordability assistance funds in the applicable program budget.
2. The applicant is currently purchasing, owns or rents a deed restricted affordable unit in Oceanport Borough as their primary residence.
3. The applicant has not received more than one affordability assistance grant per category in the past. For example, a household may apply for closing cost assistance and Emergency Repairs, however that household may only receive one award for each for the term of program (2025). This requirement can be waived under special circumstances.
4. The applicant is income certified. Applicants applying for down payment assistance and two months' rent assistance will have already been income certified. Applicants applying for all other types of assistance will require income certification at the time of application.

Maximum Amount

The maximum amount of assistance that may be provided is in Exhibit 1.

Repayment Terms, Repayment Agreement & Security Instruments

The down payment assistance/closing cost assistance program will have a mortgage and note in favor of the municipality and executed by the property owner with the following terms:

The loan principal is forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note.

The Two Month's Rent Program, Emergency Repairs program and Creation of Additional Very Low-Income Units are grants and there is no repayment agreement. There is a general funding agreement for the Creation of Additional Very Low-Income units.

The Emergency Repairs for Supportive Housing and Emergency Generators for Supportive Housing are reimbursement programs and payment will be made only after the work has been completed and paid in full. *Payment will not be made until the required inspections by Oceanport Borough have also been completed.* A general funding agreement and a 30-year deed restriction will be required for these programs.

Administration

The Administrative Agent will be responsible for administering the Affordability Assistance Programs. Questions about these programs should be directed to the Administrative Agent, included on the next page. All forms are included in the appendices and the process for disbursing funds is outlined in the Exhibits. Contact information for the current Administrative Agent is listed directly below:

CGP&H LLC
 1249 S. River Rd, Suite 301
 Cranbury, NJ 08512
 609-664-2769 phone
 609-664-2786 fax
 email: homes@cgph.net
 website: www.affordablehomesnewjersey.com

Two Months' Rent Program

1. Applicant submits application.
2. CGP&H reviews and processes application.
3. CGP&H notifies Borough and prepares resolution authorizing grant.
4. Borough adopts Resolution.
5. Borough sends assistance directly to landlord.
6. CGP&H records assistance on master reporting spreadsheet.

Down Payment and/or Closing Cost Assistance Program

1. Applicant submits application.
2. CGP&H reviews and processes application.
3. CGP&H notifies Borough and prepares resolution authorizing award.
4. Borough adopts Resolution.
5. Borough disperses funds directly to escrow account or provides check to CGP&H to bring to closing.
6. The Repayment Agreement, Mortgage and Mortgage Note will be executed at closing. The terms of the mortgage are in the Mortgage Note, which is not recorded. The original recorded mortgage and mortgage note shall be retained by the Program Administrator and kept in the unit file.
7. Title Company will record the Mortgage as part of the closing documents.
8. The administrative agent will send the Agreement to the Borough to obtain the Mayor's signature, once executed the Program Administrator will send a copy to the owner.
9. CGP&H records assistance on master reporting spreadsheet.

Emergency Health/Safety Repairs Program Procedures

1. Applicant submits application.
2. CGP&H reviews and processes application, including income qualification if necessary.
3. Borough sends inspector to property to determine the scope of work and sends scope of work to applicant.
4. Applicant secures three quotes and submits quotes to CGP&H.
5. Applicant chooses preferred contractor and informs CGP&H. **(NOTE – the applicant must be informed that work cannot begin until the funding agreement is signed or the costs may not be covered by the Borough)**
6. Applicant signs and submits Funding Agreement to Borough.
7. Borough countersigns funding agreement and sends back to CGP&H.
8. Permits are pulled (if required) and work begins and is completed on the property.
9. Final inspection occurs by Borough Inspector and Certificate of Approval is completed.
10. CGP&H notifies Borough and prepares resolution authorizing award.
11. Borough adopts Resolution and processes payment to the Contractor.
12. CGP&H records assistance on master reporting spreadsheet.

Creation of Additional Very Low-Income Units Procedures

1. Funding will be available on a case-by-case basis, to be negotiated with the housing developer.

Supportive Housing Emergency Repairs Procedures

1. Provider submits application to CGP&H for approval.
2. Provider submits the request for funding and three quotes for work to be completed to the Borough (The lowest bid amount will be awarded, although the applicant does not have to choose that contractor to complete the work).
3. Provider submits copy of signed contract with contractor to CGP&H.
4. After work is completed, the provider submits an invoice and proof of payment to CGP&H.
5. Council passes resolution awarding reimbursement funding for the work completed.
6. Deed restriction is signed and recorded (if there is not currently a deed restriction on record for the property).
7. A purchase order is signed and the check is given to the Provider from the Borough.

Emergency Generators for Supportive Housing Procedures

1. Provider submits application to CGP&H for approval
2. Provider submits the request for funding and three quotes for work to be completed to the Borough (The lowest bid amount will be awarded, although the applicant does not have to choose that contractor to complete the work).
3. Provider submits copy of signed contract with contract to CGP&H.

4. After work is completed, the Provider submits an invoice and proof of payment to CGP&H.
5. Council passes a resolution awarding reimbursement for funding for the work completed.
6. Deed restriction is signed and recorded (if there is not currently a deed restriction on record for the property).
7. A purchase order is signed and the check is given to the Provider from the Borough.

Exhibit 1: Summary of Oceanport Affordability Assistance Terms

	OWNERSHIP		RENTAL	Rental/Ownership
	Down Payment and/or Closing Cost Assistance	Emergency Repairs	Two Month's Rent	Create Additional Very Low-Income Units
Purpose	Help low- and moderate-income households achieve home-ownership	Assist with emergency repairs required to make unit pass CO or other code violations	Assist renters of affordable units by paying for the equivalent of two month's rent, at time of move in.	Converting moderate- or low-income unit into very low income in new or existing affordable developments.
Maximum Amount	Not to exceed \$15,000/ unit	Up to \$5,000	Up to two month's rent	Determined on case-by-case basis. See sample formula in program narrative.
Deed Restriction and Terms	The loan principal is forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note.	Only if over \$2,000. 0 % interest. Forgivable after 10 years	The assistance is a grant and does not need to be returned.	Direct subsidy to developer, does not need to be repaid in lieu of providing new very low income units from prior low- or moderate-income units.
Monthly Budget Required	No	Yes	No	No
Justification Required	No	Yes	No	No
Additional Criteria	-First time homebuyer not required -Must apply for county program if eligible - If using for a Market to Affordable purchase, applicants must have a personal down payment that is 5% of the unit's listed price.	-Need detailed cost estimate from licensed contractor -Contractor paid after work is complete	Priority to very low income households.	N/A
Assistance to:	Closing Costs/Down payment assistance on HUD 1 or Seller's Closing Disclosure and Buyer's Closing Disclosure forms.	Contractor	Landlord	Developer/Landlord
Advertising	Notify applicants when submit pre-application to purchase unit	Annual newsletter to owners	Landlord & Administrative Agent will inform applicants at the time they apply.	Borough will inform new affordable housing developers.
Total Budget from Current Spending Plan is \$502,200.00 including \$60,000 in contingency for any programs requiring additional funds	\$75,000 (5 units)	\$50,000 (max 5k x 10 units)	\$100,000 (about 33 units)	\$150,000

	Supportive Housing Assistance	
	Emergency Generators	Emergency Repairs
Purpose	Assist provider in the purchasing of emergency generator to be used for emergency and lifesaving purposes.	Assist Supportive Housing provider with repairs to residential housing facilities to make units up to code.
Maximum Amount	The total amount of the lowest bid will be awarded, not to exceed \$10,000.00	The total amount of the lowest bid will be awarded, not to exceed \$10,000
Deed Restriction and Terms	Deed restriction for at least 30 years is to be recorded for property before funds will be released.	Deed restriction for at least 30 years is to be recorded for property before funds will be released.
Monthly Budget Required	No	No
Justification Required	No	Yes
Additional Criteria	• Complete and submit request for funds for generators • Deed Restriction • Three quotes for work to be done • Copy of signed contract with contractor • Copy of invoice from contractor • Proof of payment • Copy of Certificate of Approval	• Complete and submit request for funds for emergency repairs • Deed Restriction • Copy of signed contract with contractor • Copy of invoice from contractor • Proof of payment • Copy of Certificate of Approval • Copies of any planning/zoning board resolution approving work (if necessary)
Assistance to:	Supportive Housing Provider	Supportive Housing Provider
Advertising	When funds are available for this line item, providers and developers will be notified through marketing campaign from Oceanport Borough.	When funds are available for this line item, providers and developers will be notified through marketing campaign from Oceanport Borough.
Total Budget from Current Spending Plan is \$502,200.00 including \$60,000 in contingency for any programs requiring additional funds	\$25,000	\$40,000
Eligibility Criteria	1. There are affordability assistance funds remaining in the budget for the year. 2. The applicant is currently purchasing, owns or rents a deed restricted affordable unit in Oceanport Borough that they maintain as a 100% affordable housing development for special needs populations. 3. The applicant is a supportive housing provider, developer, or owner of a 100% affordable development that provides housing to the special needs population.	

Exhibit 2

APPLICATION FOR AFFORDABILITY ASSISTANCE IN OCEANPORT BOROUGH

This application must be fully completed so that it can be accepted and processed. This application is not transferable. If you require assistance, please call CGP&H at **609-664-2769 ext. 5**. If your application is complete and you are approved to receive affordability assistance, you will be certified by CGP&H and notified by mail. **IT IS YOUR RESPONSIBILITY TO MAKE CERTAIN YOUR APPLICATION IS COMPLETE AND THE INFORMATION PROVIDED IS TRUE AND ACCURATE.**

The information in this application and any other information that is required to complete this application are kept confidential. NO PART OF THIS APPLICATION OR YOUR APPLICATION FILE WILL BE GIVEN TO ANY PERSON, ENTITY OR BUSINESS NOT RELATED TO THE TOWNSHIP OF EDISON, CGP&H, OR THEIR AGENTS WITHOUT YOUR WRITTEN REQUEST OR CONSENT.

“Family” includes all persons living in a single unit whether they are related by blood, marriage or otherwise. The information requested includes information about all persons intending to reside in the Affordable Rental Unit.

Applications submitted for affordability assistance will be provided on a first come-first-served basis according to the following criteria:

1. There are available affordability assistance funds in the applicable program budget.
2. The applicant is currently purchasing, owns or rents a deed restricted affordable unit in Oceanport Borough as their primary residence.
3. The applicant has not received more than one affordability assistance grant per category in the past. For example, a household may apply for closing cost assistance and emergency repairs assistance, however may only receive one award for each for the term of program (2025). This requirement can be waived under special circumstances.
4. The applicant is income certified. Applicants applying for down payment assistance and two months' rent assistance will have already been income certified. Applicants applying for all other types of assistance will require income certification at the time of application, unless they are a provider of supportive housing.

*Supportive Housing Providers, please use the application for 100% affordable developments.

Name: _____ Date: _____

1. Please indicate what type of assistance you are applying for (Choose one):

Mark with X	Program	Details
	Down Payment / Closing Cost Assistance	• \$15,000 • 0% interest loan, forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note. • Applicants must have a minimum of 5% of their own funds towards the purchase of the Home.
	Two Months' Rent	• Up to two months' rent.
	Emergency Repairs	• Funds to assist with emergency repairs required to address code violations • Up to \$5,000 available • Awards under \$2,000 are a grant • Awards over \$2,000 is 0% interest loan, forgiven at 10% per year for a period of 10 years and is secured by a second mortgage and note. • Applicants must demonstrate ability to pay monthly expenses after award. • Applications must include detailed estimate from licensed contractor.

2. \$ Amount of Request (Please see above for maximum amounts): _____

CERTIFICATION

I hereby certify that all information concerning my family size, actual gross income as well as all other information contained herein is true and accurate to the best of my knowledge. I further understand that CGP&H and Oceanport Borough are relying upon this information in order to determine whether I qualify for affordability assistance. I further certify that the copies of the documents attached to this application are true and accurate copies of the originals of such documents. I further certify that I intend to personally occupy the unit as my primary residence except for reasonable periods of vacations and illnesses. I understand that I cannot sublet or re-rent the unit.

I authorize CGP&H, Oceanport Borough or their agents to check for accuracy on any and all statements and representations made in this application. This may include calls to employers to verify income, contact with banks, etc.

Applicant _____ Co-Applicant _____

Date _____ Date _____

Application for Subsidy Assistance

Oceanport Borough



Please complete and submit with required documents to:
CGP&H, 1249 S. River Rd, Suite 301, Cranbury, NJ 08512
Call 609-664-2769 ext. 5 if you have any questions.

Development: _____

Property

Address: _____

Please fill out the full application below and mail to CGP&H. Make sure to include the required documents listed on page 9 of this application. Section 8 applicants do not qualify for this assistance.

1. APPLICANT INFORMATION:

Provide details for the Primary Applicant below. The Primary Applicant will be the main contact for this affordable housing. If there is another household member that will be a co-borrower or co-owner, please include their information under Co-applicant.

Primary Applicant

Prefix	First Name	Middle Name	Last Name	Suffix
Email				
Preferred Phone		Ext		Can Receive Text SMS ☐ Yes ☐ No
Alternate Phone		Ext		Can Receive Text SMS ☐ Yes ☐ No
Mailing Address				
City			State	Zip Code
Date of Birth			Gender	
County Currently Living In			☐ Male ☐ Transgender ☐ Female ☐ Other	
County Currently Working In (If Applicable)				
Primary Language			Marital Status	
			☐ Single ☐ Married / Domestic Partnership ☐ Separated ☐ Divorced ☐ Widowed	
Race				
☐ American Indian or Alaska Native ☐ White ☐ Asian ☐ American Indian AND White ☐ American Indian AND Black ☐ Black or African American ☐ Asian AND White ☐ Other multiple race ☐ Native Hawaiian or Pacific Islander ☐ Black or African American AND White ☐ Choose Not to Respond				

Ethnicity		
☐ Hispanic	☐ Not Hispanic	☐ Choose Not to Respond
Employment Status		
☐ Self-employed	☐ Full-time student	☐ Retired
☐ Work full-time for employer	☐ Permanently unable to work	☐ Minor/child
☐ Work part-time for employer	☐ Unemployed and seeking work	
☐ Homemaker	☐ Unemployed and not seeking work	
Educational Attainment		
☐ Less than HS Diploma	☐ Certification from a vocational or technical training program	☐ Bachelor's Degree
☐ High school diploma or equivalent	☐ Associate's Degree	☐ Master's or other graduate degree
☐ Some post-secondary education		

Co-Applicant (If Applicable)

First Name		Middle Name	Last Name		Suffix	Date of Birth
Email						
Phone		Ext		Can Receive Text SMS	☐ Yes	☐ No
Gender	Ethnicity	Is this person a dependent of the Applicant and/or Co-Applicant?			☐ Yes	☐ No
☐ Male	☐ Hispanic	Does this person live in the house more than 50% of the time?			☐ Yes	☐ No
☐ Female	☐ Not Hispanic					
☐ Transgender	☐ Choose Not to Respond	Relationship to the applicant?				
☐ Other		☐ Spouse	☐ Boyfriend / Girlfriend / Fiancée	☐ Child	☐ Other	
Race						
☐ American Indian or Alaska Native	☐ White	☐ American Indian AND Black				
☐ Asian	☐ American Indian AND White	☐ Other multiple race				
☐ Black or African American	☐ Asian AND White	☐ Choose Not to Respond				
☐ Native Hawaiian or Pacific Islander	☐ Black or African American AND White					
Employment Status						
☐ Self-employed	☐ Full-time student	☐ Retired				
☐ Work full-time for employer	☐ Permanently unable to work	☐ Minor/child				
☐ Work part-time for employer	☐ Unemployed and seeking work					
☐ Homemaker	☐ Unemployed and not seeking work					
Educational Attainment						
☐ Less than HS Diploma	☐ Certification from a vocational or technical training program	☐ Bachelor's Degree				
☐ High school diploma or equivalent	☐ Associate's Degree	☐ Master's or other graduate degree				
☐ Some post-secondary education						

2. HOUSEHOLD INFORMATION

Please provide information on any other members of your household, such as children, grandparents, or other members.

Additional Household Member #1 (If Applicable)

First Name		Middle	Last Name	Suffix	DOB
Gender	Ethnicity	Is this person a dependent of the Applicant and/or Co-Applicant?			☐ Yes ☐ No
☐ Male ☐ Female ☐ Transgender ☐ Other	☐ Hispanic ☐ Not Hispanic ☐ Choose Not to Respond	Does this person live in the house more than 50% of the time?			☐ Yes ☐ No
		Relationship to the applicant?			
		☐ Spouse ☐ Boyfriend/Girlfriend/ Fiancée ☐ Child ☐ Other			
Race					
☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Pacific Islander		☐ White ☐ American Indian AND White ☐ Asian AND White ☐ Black or African American AND White		☐ American Indian AND Black ☐ Other multiple race ☐ Choose Not to Respond	
Employment Status					
☐ Self-employed ☐ Work full-time for employer ☐ Work part-time for employer ☐ Homemaker		☐ Full-time student ☐ Permanently unable to work ☐ Unemployed and seeking work ☐ Unemployed and not seeking work		☐ Retired ☐ Minor/child	

Additional Household Member #2 (If Applicable)

First Name		Middle	Last Name	Suffix	DOB
Gender	Ethnicity	Is this person a dependent of the Applicant and/or Co-Applicant?			☐ Yes ☐ No
☐ Male ☐ Female ☐ Transgender ☐ Other	☐ Hispanic ☐ Not Hispanic ☐ Choose Not to Respond	Does this person live in the house more than 50% of the time?			☐ Yes ☐ No
		Relationship to the applicant?			
		☐ Spouse ☐ Boyfriend/Girlfriend/ Fiancée ☐ Child ☐ Other			
Race					
☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Pacific Islander		☐ White ☐ American Indian AND White ☐ Asian AND White ☐ Black or African American AND White		☐ American Indian AND Black ☐ Other multiple race ☐ Choose Not to Respond	
Employment Status					
☐ Self-employed ☐ Work full-time for employer ☐ Work part-time for employer ☐ Homemaker		☐ Full-time student ☐ Permanently unable to work ☐ Unemployed and seeking work ☐ Unemployed and not seeking work		☐ Retired ☐ Minor/child	

Additional Household Member #3 (If Applicable)

First Name		Middle	Last Name	Suffix	DOB
Gender	Ethnicity	Is this person a dependent of the Applicant and/or Co-Applicant?		☐ Yes ☐ No	
☐ Male ☐ Female ☐ Transgender ☐ Other	☐ Hispanic ☐ Not Hispanic ☐ Choose Not to Respond	Does this person live in the house more than 50% of the time?		☐ Yes ☐ No	
		Relationship to the applicant?			
		☐ Spouse ☐ Boyfriend/Girlfriend/ Fiancée		☐ Child ☐ Other	
Race					
☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Pacific Islander		☐ White ☐ American Indian AND White ☐ Asian AND White ☐ Black or African American AND White		☐ American Indian AND Black ☐ Other multiple race ☐ Choose Not to Respond	
Employment Status					
☐ Self-employed ☐ Work full-time for employer ☐ Work part-time for employer ☐ Homemaker		☐ Full-time student ☐ Permanently unable to work ☐ Unemployed and seeking work ☐ Unemployed and not seeking work		☐ Retired ☐ Minor/child	

Additional Household Member #4 (If Applicable)

First Name		Middle	Last Name	Suffix	DOB
Gender	Ethnicity	Is this person a dependent of the Applicant and/or Co-Applicant?		☐ Yes ☐ No	
☐ Male ☐ Female ☐ Transgender ☐ Other	☐ Hispanic ☐ Not Hispanic ☐ Choose Not to Respond	Does this person live in the house more than 50% of the time?		☐ Yes ☐ No	
		Relationship to the applicant?			
		☐ Spouse ☐ Boyfriend/Girlfriend/ Fiancée		☐ Child ☐ Other	
Race					
☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Pacific Islander		☐ White ☐ American Indian AND White ☐ Asian AND White ☐ Black or African American AND White		☐ American Indian AND Black ☐ Other multiple race ☐ Choose Not to Respond	
Employment Status					
☐ Self-employed ☐ Work full-time for employer ☐ Work part-time for employer ☐ Homemaker		☐ Full-time student ☐ Permanently unable to work ☐ Unemployed and seeking work ☐ Unemployed and not seeking work		☐ Retired ☐ Minor/child	

Additional Household Member #5 (If Applicable)

First Name		Middle Name	Last Name	Suffix	Date of Birth
Gender	Ethnicity	Is this person a dependent of the Applicant and/or Co-Applicant?			☐ Yes ☐ No
☐ Male ☐ Female ☐ Transgender ☐ Other	☐ Hispanic ☐ Not Hispanic ☐ Choose Not to Respond	Does this person live in the house more than 50% of the time?			☐ Yes ☐ No
		Relationship to the applicant?			
		☐ Spouse ☐ Boyfriend / Girlfriend / Fiancée ☐ Child ☐ Other			
Race					
☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Pacific Islander		☐ White ☐ American Indian AND White ☐ Asian AND White ☐ Black or African American AND White		☐ American Indian AND Black ☐ Other multiple race ☐ Choose Not to Respond	
Employment Status					
☐ Self-employed ☐ Work full-time for employer ☐ Work part-time for employer ☐ Homemaker		☐ Full-time student ☐ Permanently unable to work ☐ Unemployed and seeking work ☐ Unemployed and not seeking work		☐ Retired ☐ Minor/child	

Additional Household Member #6 (If Applicable)

First Name		Middle Name	Last Name	Suffix	Date of Birth
Gender	Ethnicity	Is this person a dependent of the Applicant and/or Co-Applicant?			☐ Yes ☐ No
☐ Male ☐ Female ☐ Transgender ☐ Other	☐ Hispanic ☐ Not Hispanic ☐ Choose Not to Respond	Does this person live in the house more than 50% of the time?			☐ Yes ☐ No
		Relationship to the applicant?			
		☐ Spouse ☐ Boyfriend / Girlfriend / Fiancée ☐ Child ☐ Other			
Race					
☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Pacific Islander		☐ White ☐ American Indian AND White ☐ Asian AND White ☐ Black or African American AND White		☐ American Indian AND Black ☐ Other multiple race ☐ Choose Not to Respond	
Employment Status					
☐ Self-employed ☐ Work full-time for employer ☐ Work part-time for employer ☐ Homemaker		☐ Full-time student ☐ Permanently unable to work ☐ Unemployed and seeking work ☐ Unemployed and not seeking work		☐ Retired ☐ Minor/child	

3. INCOME

The income information you provide on this page goes into determining your eligibility for affordable housing.

Income Source #1

Income Earner	☐ Applicant	☐ Co-Applicant	☐ Other Household Member	Gross Annual Income	\$
Is this income earner a full-time student?					☐ Yes ☐ No
Income Type					
☐ Full-time Employment		☐ Spousal Support/Alimony		☐ Investment Income	☐ SSI/SSDI
☐ Part-time Employment		☐ Child Support		☐ Pension/Annuity	☐ Unemployment
☐ Self-Employment		☐ TANF/Public Assistance		☐ Social Security	☐ Other
Date of Hire / Expected			Occupation Description		

Income Source #2

Income Earner	☐ Applicant	☐ Co-Applicant	☐ Other Household Member	Gross Annual Income	\$
Is this income earner a full-time student?					☐ Yes ☐ No
Income Type					
☐ Full-time Employment		☐ Spousal Support/Alimony		☐ Investment Income	☐ SSI/SSDI
☐ Part-time Employment		☐ Child Support		☐ Pension/Annuity	☐ Unemployment
☐ Self-Employment		☐ TANF/Public Assistance		☐ Social Security	☐ Other
Date of Hire / Expected			Occupation Description		

Income Source #3

Income Earner	☐ Applicant	☐ Co-Applicant	☐ Other Household Member	Gross Annual Income	\$
Is this income earner a full-time student?					☐ Yes ☐ No
Income Type					
☐ Full-time Employment		☐ Spousal Support/Alimony		☐ Investment Income	☐ SSI/SSDI
☐ Part-time Employment		☐ Child Support		☐ Pension/Annuity	☐ Unemployment
☐ Self-Employment		☐ TANF/Public Assistance		☐ Social Security	☐ Other
Date of Hire / Expected			Occupation Description		

Income Source #4

Income Earner	☐ Applicant	☐ Co-Applicant	☐ Other Household Member	Gross Annual Income	\$
Is this income earner a full-time student?					☐ Yes ☐ No
Income Type					
☐ Full-time Employment		☐ Spousal Support/Alimony		☐ Investment Income	☐ SSI/SSDI
☐ Part-time Employment		☐ Child Support		☐ Pension/Annuity	☐ Unemployment
☐ Self-Employment		☐ TANF/Public Assistance		☐ Social Security	☐ Other
Date of Hire / Expected			Occupation Description		

Income Source #5

Income Earner	☐ Applicant	☐ Co-Applicant	☐ Other Household Member	Gross Annual Income	\$
Is this income earner a full-time student?					☐ Yes ☐ No
Income Type					
☐ Full-time Employment		☐ Spousal Support/Alimony		☐ Investment Income	☐ SSI/SSDI
☐ Part-time Employment		☐ Child Support		☐ Pension/Annuity	☐ Unemployment
☐ Self-Employment		☐ TANF/Public Assistance		☐ Social Security	☐ Other
Date of Hire / Expected		Occupation Description			

Additional Income Information

Does any member of your household who does not have job, expect to seek full or part time employment in the next year?	☐ Yes ☐ No
Does any member of your household work for an employer that pays in cash?	☐ Yes ☐ No
Is any member of your household expecting to take a leave of absence from work due to lay-off, medical, maternity or military leave?	☐ Yes ☐ No
Is any member of your household entitled to child support that he/she is not now receiving?	☐ Yes ☐ No
Does any member of your household now receive or expect to receive regular contributions from organizations or from individuals not living in the unit?	☐ Yes ☐ No
Is any member of your household responsible for paying child support or alimony? This amount will be deducted from your total annual income.	☐ Yes ☐ No
If yes, monthly amount paid:	\$

4. ASSETS

Checking/Savings Bank Account Information

Please supply information for each of the household member's checking/savings accounts. Include ALL joint accounts.

Account Owner	Account Type	Bank Name	Current Balance	Last 4 Digits of Account #
☐ Applicant ☐ Co-Applicant ☐ Other Household Member	☐ Checking Account ☐ Savings Account		\$	
☐ Applicant ☐ Co-Applicant ☐ Other Household Member	☐ Checking Account ☐ Savings Account		\$	
☐ Applicant ☐ Co-Applicant ☐ Other Household Member	☐ Checking Account ☐ Savings Account		\$	
☐ Applicant ☐ Co-Applicant ☐ Other Household Member	☐ Checking Account ☐ Savings Account		\$	
☐ Applicant ☐ Co-Applicant ☐ Other Household Member	☐ Checking Account ☐ Savings Account		\$	

Other Assets Information

Please list other assets such as Certificate of Deposits (CDs), retirement accounts, pensions, 401k's, stocks, bonds, and trusts.

Account Owner	Account Type	Bank/Asset Name	Current Balance	Last 4 Digits of Account #
☐ Applicant ☐ Co-Applicant ☐ Other Household Member	☐ Retirement Account ☐ CD ☐ Other ☐ Investment Account		\$	
☐ Applicant ☐ Co-Applicant ☐ Other Household Member	☐ Retirement Account ☐ CD ☐ Other ☐ Investment Account		\$	
☐ Applicant ☐ Co-Applicant ☐ Other Household Member	☐ Retirement Account ☐ CD ☐ Other ☐ Investment Account		\$	
☐ Applicant ☐ Co-Applicant ☐ Other Household Member	☐ Retirement Account ☐ CD ☐ Other ☐ Investment Account		\$	
☐ Applicant ☐ Co-Applicant ☐ Other Household Member	☐ Retirement Account ☐ CD ☐ Other ☐ Investment Account		\$	

Additional Asset Information

Does any member of your household own real estate?	☐ Yes ☐ No
Is there a mortgage on the property?	☐ Yes ☐ No
Is there rental income?	☐ Yes ☐ No
Are you planning on selling the real estate?	☐ Yes ☐ No
Has any member of your household sold or given away real property or other assets (including cash) in the past two years?	☐ Yes ☐ No
Please list the asset or assets sold or given away in the last two years including the value:	

5. Current Living Situation:

Current living situation information is not a criteria in the approval process but it provides a clearer picture of the types of families who might benefit from affordable housing opportunities.

How many bedrooms are in your current home?			
☐ 0 (Studio) ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6			
Current Monthly Rent (If Applicable)	\$	Do you have a Section 8 Voucher?	☐ Yes ☐ No
Monthly Utilities (Gas, Water, Electricity, Etc)	\$		

6. Bank Accounts Deposits Description

Please note: You must explain all deposits on your bank accounts that do not show where the money came from, for example: if you received a direct deposit, it will show the Company Name on the deposit line. Those deposits do not need to be included on this explanation. (See below for an example of a deposit you would have to include):

Please fill out the below. This page does not need to be typed, but the descriptions must be clear and legible.

[illegible]

Please print more pages in order to include all of the deposits made on your accounts for the past 6 months. Each account should be on a separate page.

Please list your estimated monthly expenses:

	Monthly Expense
Auto	
Loan	
Insurance	
Maintenance/Repairs	
Housing	
Rent/Mortgage	
Home owners association	
Property Tax	
Insurance	
Medical	
Health Insurance	
Co-pays	
Other (medications, glasses, etc.)	
Utilities	
Internet/phone/cable	
Electricity/heating	
Water Sewer	
Trash	
Cell Phone	
Other	
Childcare/day care	
Child Support/Alimony	
Credit card debt	
Education	
Food	
Gas/tolls/parking	
Public Transportation	
Student loan	
Tuition	
Other: (please specify)	
TOTAL Expenses	

If your total monthly expenses exceed your monthly income, how will you pay your household expenses in the future:

7. Supporting Documents

You must also submit the supporting documents on the following check list for all household members 18 years old or older. ***Please start gathering this information immediately as it may take several days to locate all of the documents.***

Identification
☐ Personal photo identification: Driver's License, passport, or State ID
Income Related Documents – Provide All That Apply
☐ Employment Income: 4 most recent consecutive pay stubs for all employed household members ☐ Social Security: Most recent award letter ☐ Temporary Assistance for Needy Families (TANF): Voucher or other verification ☐ Pension: Letter from pension fund ☐ Child Support: Current statement from NJ child support website, court order or notarized letter re: your child support status ☐ Alimony: Current statement from NJ website or notarized letter regarding your alimony support status ☐ Military Pay: Verification of military pay ☐ Workers' Compensation: Statement showing benefits ☐ Unemployment Benefits: Statement showing benefits ☐ Self Employed or Own Business: Year to date profit & loss statement (not required if submitting K-1 with taxes)
Bank Statements & Other Accounts (Include All Joint Accounts)
☐ Checking Account: All pages of statements for the last 6 consecutive months ☐ Savings Account Statements Including CD's: All pages of statements for the last 6 consecutive months ☐ Other Account Statements: Most recent statement for other assets such as retirement accounts, 401k's, stocks, bonds, & trusts
Tax Returns
☐ Federal Tax Return: All pages of 1040 Federal Tax Return for the past 3 consecutive years ☐ Sign the 2nd page of each Federal Tax Return (1040 form) to validate the copy ☐ State Tax Return: All pages for the past 3 consecutive years
If You Own an Investment Property or Rental Property, Please Also Provide The Following
☐ Current mortgage statement ☐ Investment property lease agreement (if applicable) ☐ Current year tax assessment record ☐ Real estate listing if this property is for sale ☐ Contract with the realtor listing property if property is for sale ☐ Foreclosure notice (LIS PENS, etc.) if the property is in foreclosure
Other
☐ Divorce Decree: All pages of divorce decree & settlement agreement ☐ Full Time Student Over 18: School schedule to document full time status ☐ Copy of your current lease agreement ☐ Copy of your affordable housing certification

Applicant Certification:

I/we certify that if selected to receive assistance, the unit I/we occupy will be my/our only residence. I/we understand that the above information is being collected to determine my/our eligibility. I/we authorize the employer/owner/manager to verify all information provided on this application and to contact previous or current Landlords or other sources of credit and verification information which may be released to appropriate Federal, State, or local agencies. I/we certify that the statements made in this application are true and complete to the best of my/our knowledge and belief. I/we understand that false statements or information are punishable under Federal Law.

Signature of Head of Household

(Date)

Signature of Spouse/Co-Head Household

(Date)

We Do Business in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). It is Illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin.

100% Affordable Development Affordability Assistance Application

Name: (organization) _____

Date: _____

3. Please indicate what type of assistance you are applying for (Choose one):

(X)	Emergency Generators	• Up to \$15,000 • Applications must include request for funds, estimates from 3 certified contractors and complete all necessary inspections and permitting.
	Emergency Repairs for Health/Safety Items	• Funds to assist with emergency repairs required to address code violations • Up to \$10,000 available • Applications must include request for funds, estimate from contractor and inspection by local building or health inspector to determine emergency situation exists.

4. Amount Requested: (please also complete the request for funding for the appropriate project)

CERTIFICATION

I hereby certify that all information concerning my family size, actual gross income as well as all other information contained herein is true and accurate to the best of my knowledge. I further understand that CGP&H and Edison Township are relying upon this information in order to determine whether I qualify for affordability assistance. I further certify that the copies of the documents attached to this application are true and accurate copies of the originals of such documents. I authorize CGP&H, Edison Township or their agents to check for accuracy on any and all statements and representations made in this application. This may include calls to employers to verify income, contact with banks, etc.

Applicant: (Name, Position and Organization)

Date _____

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING DANIAL M. SCHMID FOR OCEANPORT FIRST AID MEMBERSHIP**

**Resolution #2023-220
09/21/23**

WHEREAS, Danial M. Schmid, Belford, 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 Danial M. Schmid 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

Monday, August 28, 2023

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

Reference: Danial M Schmid, 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:

☒

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,

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

Michael Fagliarone
Lieutenant of Police

Cc: file copy



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES • AUGUST 17, 2023

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

- I. **Meeting Called to Order:** Mayor Coffey 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, 2023 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.
- III. **Flag Salute, Statement to the Public:** Mayor Coffey led attendees and members of the Council in the flag salute.

IV. **Roll Call:**

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

V. **Clerk's Report:**

- Receipt of 2022 annual audit - Ms. Smith advised that she was in receipt of the 2022 Audit which had no recommendations. Audit will be distributed by email - please review for the minimum requirements for the September meetings.

Old Business:

1. An Ordinance Amending Chapter 331 Streets & Sidewalks – Ms. Phelps reviewed the proposed ordinance changes including the addition of an application fee, assignment to Public Works, addition of a penalty for moratorium openings. As the proposed ordinance had been provided in advance of the meeting and there were no questions, this item was moved to regular meeting for introduction.

New Business:

2. Resolution authorizing payment of BILL LIST 08-17-23 – reviewed and moved forward
3. Resolution appointing Kevin Moriarity as a Public Defender - Councilman Keeshen stated he had a conflict and would need to abstain. Ms. Smith stated that it would be removed from Consent during the Regular meeting and taken separately.
4. Resolution approving Fire Dept Membership - Wartel, Bryan – reviewed and moved forward
5. Resolution approving First Aid Membership - LaRosa, Salvatore – reviewed and moved forward
6. Resolution approving Fire Dept Membership - Ciaglia Sr, Michael – reviewed and moved forward
7. Resolution to amend 2023 budget for FMERA MOU Building 555 – reviewed and moved forward
8. Resolution awarding contract for Building 555 Demolition Project– reviewed and moved forward
9. Resolution authorizing Change Order #1 to Myrtle Ave Drainage Improvements- Lima Charlie– reviewed and moved forward
10. Resolution rescinding estimated 3rd Quarter 2023 tax bills – reviewed and moved forward
11. Resolution approving Special Event Permit for Bike New York– reviewed and moved forward
12. Resolution requesting FEMA to provide repetitive loss data – reviewed and moved forward
13. Resolution authorizing Bid Award for Case #OPRT-2201 to Four Star Developers – reviewed and moved forward
14. Resolution awarding contract to Grupo Borja for facility use management consulting – reviewed and moved forward
15. Resolution authorizing renewal of Commodity Resale Agreement with Monmouth County – reviewed and moved forward

16. Resolution for temp. permission for alcoholic consumption at 2023 Summer's End – reviewed and moved forward
17. An Ordinance Setting Salary Ranges for Various Positions – reviewed and moved forward
18. An Ordinance Amending Parks & Recreation 279 – Ms. Phelps reviewed the proposed ordinance changes that included an increase in the fees to reflect market rates, added rates of charge for pickleball courts, tennis courts and sports trainers. As the proposed ordinance had been provided in advance of the meeting and there were no questions, this item was moved to regular meeting for introduction.
19. Discussion: Ordinance Amending Land Development Chapter 390-27 "Portable on Demand Storage" - Ms. Smith reviewed the existing ordinance and requested to streamline the process for POD applications to come through the Zoning Officer and not Code Enforcement and the fee would change to the zoning permit fee. She would also like to add language to address dumpsters. With no objections, a draft ordinance for introduction would be ready for the September meetings.

Minutes:

20. Minutes of Dec. 15, 2022 7:00 PM - With no questions or corrections, this item was moved to the regular meeting without objections.

VI. Administrator's Report: Ms. Phelps reported on items including the upcoming NJLM Conference; paperwork for reimbursement on a Monmouth County open space grant completed and check for \$250,000 forthcoming; Chamber of Commerce; paperwork submitted to the State for the Community Rating System – worked with Mr. Baldanza and Mr. White to improve the community's rating and subsequently reduce insurance premiums for the borough's residents.

VII. Mayor's Report: Mayor Coffey's commented on further discussions with the developers for Monmouth Park to reduce the number of units, affordable unit obligations, reduces density, and by end of the meeting they knew clearly the Borough was not looking for something in excess of 300 units with only Kimberly Woods being of similar size and they will come back with a more definitive number; they were open to uses that work symbiotically with Gatta Park across the street such as a soccer complex or other recreational uses; will present to the Planning Board in September. Councilman O'Brien also commented that he believed the meeting with the developers was productive including working through the economics of alternative uses that were viable. Councilman Tvrdik further commented that Board discussion would include relocating buildings back from Port Au Peck Ave and reducing the number of stories for buildings near Port Au Peck and Oceanport Ave to 2 stories instead of 3.

VIII. Public Comment: Mayor Coffey opened the meeting for comments from the public.

Gary LaBruno, 50 Wyandotte Ave, asked questions about the POD storage ordinance being developed and asked if there was a provision to waive the fee in the event of a catastrophic event such as Sandy and did it need to be; asked questions about the facility use management consulting and what was its purpose. Councilman Keeshen responded that the contractor was brought in to maximize the use of the fields which they were already seeing the fruits. Mr. LaBruno asked but didn't the Borough hire someone to handle this. Mayor Coffey answered yes, but this contract would develop a system for staff to use and establish contacts with organizations. Mr. LaBruno also asked questions about the contract costs and term of the contract. Lastly he asked if there was a way to see the pending resolutions on the website. Ms. Smith explained where he could find it on the website.

Buzz Baldanza, 43 Algonquin, commented that there was State law that puts it on the Police department to regulate dumpsters in the street so might want to look into that with them.

Matt Zeniewicz, Turf Drive, asked questions about the resolution for the right to negotiate for Blackberry Bay Park and was advised that the public hearing on that ordinance would be opened in the regular meeting.

Irene Elliott, 64 Kimberly Way, asked if discussions about Monmouth Park included possibility of moving hotel back further from the street and if the buildings along Port Au Peck would be less stories or set back further away from the roadway.

Don Solecki, 1 Russel Ave, asked questions about the riverwalk that would run along Allison Hall, Pulte homes and East Gate and if there had been any discussions about the State or County taking possession of those areas. He also asked about the Netflix property would include a portion of the riverwalk on the Eatontown side and was it included in the purchase negotiations. Mayor Coffey responded that there are discussions and would mostly likely be the County that would have control for both Oceanport and Eatontown sections. Still very preliminary at this time. Mr. Solecki commented that there has been unrest with his community because of the costs to maintain that while still permitting public access.

Diane Schmidt, 485 Port Au Peck Ave, expressed extreme concern for the speeds at which vehicles are travelling down her road. Mayor Coffey responded, yes, they are aware of it and police are cognizant having done a traffic study that showed data about 10 vehicles in excess of 50mph but the average speed was 31mph. They are looking at purchasing addition speed limit warning signs this year and hopefully more next year. Ms. Schmidt respectfully disagreed that it was not likely for the portion from

Monmouth Blvd to Pocano. Mayor Coffey responded that they would look into that. She also asked that students be warned about speeding through.

Frank Picciolo, 43 Genesee Ave, commented that used mobile speed limit signs could be had for about a \$1,000 not \$10,000; asked questions about whether those funds could be better used elsewhere. Mayor Coffey advised that the funds were donated by the Lions Club and was requested to be used for speed control; spoke at length about the rowing agreements for use at Blackberry Bay Park and expressed concerns about the storage of the skulls, the times when they are rowing; parking capacity and why couldn't it be paved (needs to be a pervious surface); further commented on the EV proposal and that their shouldn't be digital billboards.

Priscilla Picciolo, 43 Genesee Ave, appealed to the Council concerning the sycamore trees along the road and asked for assistance with maintenance of the trees – neighbors are arguing. She submitted a letter with signatures from the neighborhood petitioning the Mayor & Council to get involved and provide assistance. Mayor Coffey responded that the ordinance presently requires the adjacent neighbors to maintenance trees in the Borough's right of way and it would be the Council's discussion whether or not to consider changing the ordinance and budget funds to cover the cost to do so. Ms. Picciolo submitted the petition to the Borough Clerk for placement on a future agenda for discussion. Ms. Picciolo also asked questions about the rentals of the fields and if it were covering all the expenses which Mayor Coffey confirmed that it is paying for itself. Ms. Picciolo insisted that there had to be funds somewhere to cover the costs for the tree issue.

As no one else from the public appeared, Mayor Coffey closed that portion of the meeting.

- IX. Adjournment:** As there was no further business, the meeting was adjourned at 8:09 PM on a motion by Councilman O'Brien, seconded by Councilman Deerin and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

**BOROUGH OF OCEANPORT****MAYOR & COUNCIL****MINUTES • AUGUST 17, 2023****Regular Meeting****Clement V. Sommers Municipal Building****7:30 PM****910 Oceanport Way, Oceanport, NJ 07757**

- I. **Call to Order:** Mayor Coffey called the meeting to order at 8:13 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, 2022 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.
- III. **Flag Salute, Statement to the Public:** Mayor Coffey led attendees and the members of Council in the flag salute.

IV. Roll Call:

Attendee Name	Title	Status
Jay Coffey	Mayor	Present
William Deerin	Councilman	Present
Richard Gallo	Councilman	Present
Bryan Keeshen	Councilman	Present
Michael O'Brien	Councilman	Present
Keith Salnick	Councilman	Absent
Thomas Tvrdik	Councilman	Present
Jeanne Smith	Borough Clerk	Present
1112	Borough Attorney	Present
Donna M. Phelps	Administrator	Present
Catherine D. LaPorta	Chief Financial Officer	Present

- V. **PUBLIC COMMENT - Action Items Only:** Mayor Coffey opened the meeting for discussion on the Consent Agenda. Questions for ordinances would be taken during the public hearing for each ordinance.

- VI. **Consent Agenda:** Ms. Smith stated there were 17 items on Consent Agenda - Item #2 was removed from Consent at request of Councilman Keeshen.

- | | | |
|-----------|-----|---|
| #2023-191 | 1. | Resolution authorizing payment of BILL LIST 08-17-23 |
| #2023-193 | 2. | Resolution approving Fire Dept Membership - Wartel, Bryan |
| #2023-194 | 3. | Resolution approving First Aid Membership - LaRosa, Salvatore |
| #2023-195 | 4. | Resolution approving Fire Dept Membership - Ciaglia Sr, Michael |
| #2023-196 | 5. | Resolution to amend 2023 budget for FMERA MOU Building 555 |
| #2023-197 | 6. | Resolution authorizing Change Order #1 to Myrtle Ave Drainage Improvements - Lima Charlie Const |
| #2023-198 | 7. | Resolution rescinding estimated 3rd Quarter 2023 tax bills |
| #2023-199 | 8. | Resolution approving Special Event Permit for Bike New York |
| #2023-200 | 9. | Resolution requesting FEMA to provide repetitive loss data |
| #2023-201 | 10. | Resolution authorizing Bid Award for Case #OPRT-2201 to Four Star Developers |
| #2023-202 | 11. | Resolution awarding contract to Grupo Borja for facility use management consulting |
| #2023-203 | 12. | Resolution authorizing renewal of Commodity Resale Agreement with Monmouth County |
| #2023-204 | 13. | Resolution for temp. permission for alcoholic consumption at 2023 Summer's End |
| | 14. | Receipt & Acceptance of Minutes, Historical Committee, 06/08/2023 |
| | 15. | Receipt & Acceptance of Minutes, Parks & Recreation Committee, 6/14/2023 |
| | 16. | Receipt & Acceptance of Minutes, Parks & Recreation Committee, 7/12/2023 |

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

VII. Minutes:

1. Mayor & Council - Regular Meeting - Dec 15, 2022 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Michael O'Brien, Councilman
SECONDER:	Richard Gallo, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdek
ABSENT:	Salnick

VIII. Resolutions:

- #2023-192** Resolution appointing Kevin Moriarity as a Public Defender

RESULT:	ADOPTED [4 TO 0]
MOVER:	Thomas Tvrdek, Councilman
SECONDER:	Michael O'Brien, Councilman
AYES:	Deerin, Gallo, O'Brien, Tvrdek
ABSTAIN:	Keeshen
ABSENT:	Salnick

- #2023-205** Resolution awarding contract for Building 555 Demolition Project

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

IX. First Reading Ordinances:

- #1080** Introduction of An Ordinance Setting Salary Ranges for Various Positions

Councilman Tvrdek called for the introduction of "**AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY SETTING FORTH AND AMENDING THE SALARY RANGES OF CERTAIN BOROUGH OFFICERS AND BOROUGH EMPLOYEES PASSED AND APPROVED MARCH 16, 1939 AND LAST REVISED AND APPROVED ON JULY 20, 2023**" and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdek moved to approve the Ordinance upon first reading and to hold the PUBLIC HEARING on the proposed ordinance at the Council meeting of September 21, 2023 and to advertise same in accordance with the law, which was seconded by Councilman Deerin.

RESULT:	APPROVED OF FIRST READING [UNANIMOUS]	Next: 9/21/2023 7:00 PM
MOVER:	Thomas Tvrdek, Councilman	
SECONDER:	William Deerin, Councilman	
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdek	
ABSENT:	Salnick	

- #1081** Introduction of An Ordinance Amending Chapter 331 Streets & Sidewalks

Councilman Tvrdek called for the introduction of "**AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 331 "STREETS & SIDEWALKS"**" and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdek moved to approve the Ordinance upon first reading and to hold the PUBLIC HEARING on the proposed ordinance at the Council meeting of September 21, 2023 and to advertise same in accordance with the law, which was seconded by Councilman Deerin.

RESULT:	APPROVED OF FIRST READING [UNANIMOUS]	Next: 9/21/2023 7:00 PM
MOVER:	Thomas Tvrdik, Councilman	
SECONDER:	William Deerin, Councilman	
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik	
ABSENT:	Salnick	

#1082 Introduction of An Ordinance Amending Parks & Recreation 279

Councilman Tvrdik called for the introduction of "**AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 279 "PARKS & RECREATION AREAS" OF THE CODE OF THE BOROUGH OF OCEANPORT**" and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdik moved to approve the Ordinance upon first reading and to hold the PUBLIC HEARING on the proposed ordinance at the Council meeting of September 21, 2023 and to advertise same in accordance with the law, which was seconded by Councilman Deerin.

RESULT:	APPROVED OF FIRST READING [UNANIMOUS]	Next: 9/21/2023 7:00 PM
MOVER:	Thomas Tvrdik, Councilman	
SECONDER:	William Deerin, Councilman	
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik	
ABSENT:	Salnick	

4. Ordinance Amending Land Development Chapter 390-27 "Portable on Demand Storage - Tabled for the September meetings.

X. Second Reading & Public Hearing Ordinances:**#1077** Ordinance authorizing vacation and fee conveyance of Leonard Ave

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance authorizing the vacation of Leonard Ave 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 THE VACATION AND FEE CONVEYANCE OF LEONARD AVENUE (STREET) IN THE BOROUGH OF OCEANPORT**" was published one time in the Asbury Park Press on August 7, 2023.

PUBLIC HEARING: Mayor Coffey opened the meeting for public comment for this ordinance.

Matthew Zeniewicz, Turf Drive, asked questions about the access for Horseneck neighborhood without Leonard Ave. Mayor Coffey responded that Leonard is a landlocked piece that is within the Netflix parcel and that Hazen Drive has been that neighborhood's access since the Fort closing and would continue as same.

As no one else from the public presented to be heard, the public hearing was closed on a motion by Councilman O'Brien and seconded by Councilman Keeshen.

Councilman Tvrdik made a motion to adopt the ordinance and advertise in accordance with law, which was seconded by Councilman Gallo.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	Richard Gallo, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik
ABSENT:	Salnick

#1078 Ordinance approving amended municipal boundary with Eatontown on Fort Monmouth

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance authorizing the vacation of Leonard Ave and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only "**ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING THE MUNICIPAL BOUNDARY BETWEEN THE BOROUGH OF OCEANPORT AND EATONTOWN ON FORT MONMOUTH PROPERTY**" was published one time in the Two River Times on August 10, 2023.

PUBLIC HEARING: Mayor Coffey opened the meeting for public comment for this ordinance.

Matthew Zeniewicz, Turf Drive, asked questions including where the bowling alley would be located (now fully in Eatontown), about the McAfee Center (now fully in Oceanport) and near the Nurses Quarters, the line adjustment would be place 3 residential homes in Eatontown, and the Nurse's Quarters would be fully within Oceanport.

As no one else from the public presented to be heard, the public hearing was closed on a motion by Councilman O'Brien and seconded by Councilman Tvrdik.

Councilman Tvrdik made a motion to adopt the ordinance and advertise in accordance with law, which was seconded by Councilman Gallo.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	Richard Gallo, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik
ABSENT:	Salnick

#1079 Ordinance Providing for Lease of Blackberry Bay Park Facilities

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance authorizing the vacation of Leonard Ave and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only "**ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AUTHORIZING AGREEMENTS WITH CHRISTIAN BROTHERS ACADEMY, MONMOUTH UNIVERSITY AND MONMOUTH UNIVERSITY ATHLETIC DEPARTMENT FOR ROWING AT BLACKBERRY BAY PARK** " was published one time in the Two River Times on August 10, 2023.

PUBLIC HEARING: Mayor Coffey opened the meeting for public comment for this ordinance.

Diane Schmidt, asked questions about who would build the facility (the schools). Councilman Keeshen responded that the schools would rehabilitate the pool area and the funds received were going to go towards lining the parking area and provide designated parking for the boat ramp. She asked if the pool would be filled in and was told it would be but not at this time due to resources, but skulls would be stored in two 20' shipping containers and will take measures to make that area of the park look nice. She asked would the fees cover any costs to the Borough and was told yes, there would be no costs to the Borough. This phase would be only as a storage area and not a facility being built at this time. Improvements will also provided for additional safety measures for use of the docks and ramp. Ms. Schmidt clarified that she just wanted to be sure the Borough was not paying to build facilities for two private entities.

Frank Picciolo, 15 Genesse Ave, asked questions and commented on the proposed use including the storage containers, the filling of the pool, teenagers hanging out, and thought there was something for the long term.

Matt Zeniewicz, Turf Drive, asked questions and commented on the right to negotiate by Councilman Keeshen and was concerned about the possibility of a switch up and all of a sudden boathouses are being built. Mayor Coffey explained that there was no back room deals, anything involving public land has to be done by ordinance and whatever terms negotiated would have to have final approval by the Council by ordinance and public hearing. There was further discussion concerning the pool being filled which was not a part of these contracts. Mr. Zeniewicz asked if there were Corps of Engineers permits (yes), floating dock was only being lowered for safer access and was not being expanded and was covered by approved permits. There was a lengthy discussion concerning the use of public land by private entities and allowing them to develop permanent structures. Mr. Zeniewicz also asked about making the Borough land at the end of Horseneck Point into parkland and was advised, no it was restricted due to Blue Acres.

Priscilla Picciolo, 15 Genesse Ave, asked about the tree ordinance. Mayor Coffey advised that this was for the ordinance hearing but to give him a call.

Frank Picciolo, 15 Genesse Ave, returned and asked questions about the filling of the pool and he has resources that would do it for free.

As no one else from the public presented to be heard, the public hearing was closed on a motion by Councilman Deerin and seconded by Councilman Keeshen.

Councilman Tvrdik made a motion to adopt the ordinance and advertise in accordance with law, which was seconded by Councilman Gallo.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	Richard Gallo, Councilman
AYES:	Gallo, Keeshen, O'Brien, Tvrdik
NAYS:	Deerin
ABSENT:	Salnick

XI. Council Standing Committee Reports:

1. Councilman Deerin, Parks & Recreation – reported on items including Movies in the Park and successful Action Camp year.
2. Councilman Gallo, Public Works & Engineering – reported that the 2022 road program was winding down with only a couple of items left waiting for utility pole to be moved and new curbing on Center Street before paving.
3. Councilman Keeshen, Public Safety – reported on items including emergency organization meetings for future planning
4. Councilman O'Brien, Finance & Administration – thanked Ms. LaPorta for her diligence on the acceptable audit.
5. Councilman Salnick, Health & Human Services - Absent
6. Councilman Tvrdik, Planning & Development – reported on items including street openings by the gas company, replacing main service; update on demolition of site next door for the JCP&L substation scheduled for next week to begin; continued efforts to resolve drainage issue behind Wolf Hill School; he and Councilman Gallo attended the Oceanport Stakes race and the seafood festival at the track.

XII. Mayor Coffey's Report: covered during Workshop.

XIII. Public Comments: Mayor Coffey opened the meeting for petitions from the public.

Mark Patterson, 40 Itaska Place, expressed concern for road program work that impacted his street, cracking the length with huge gashes and understands it isn't part of the program so requested that the Engineer visit his street when looking at Werah Place.

Diane Schmidt, Port Au Peck Ave, gave a statement on behalf of the Seniors Club and requested an easier way to do a bulk pickup as many of them are not computer saavy, also, somehow make it easier for them to sign up for CodeRed and asked if someone could come to their meeting and advertise better that assistance is available.

Irene Elliott, 64 Kimberly Way, asked for additional information concerning the drainage issues with the schools. Councilman Tvrdik responded that he and Councilman Keeshen are working on a solution that will have the water flow to the drainage easement and is being considered for an Eagle Scout project whose father is an engineer. They are working on hold harmless language and agreements with impacted resident(s).

As no one else from the public was present, Mayor Coffey closed that portion of the meeting.

XIV. Adjournment: As there was no further business, the meeting was adjourned at 9:07 PM on a motion by Councilman Keeshen, seconded by Councilman Gallo and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES • SEPTEMBER 7, 2023

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

- I. **Meeting Called to Order:** Mayor Coffey 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, 2023 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.
- III. **Flag Salute, Statement to the Public:** Mayor Coffey led attendees and the Borough Council in the flag salute.

IV. **Roll Call:**

Attendee Name	Title	Status	Arrived
Jay Coffey	Mayor	Present	
William Deerin	Councilman	Present	
Richard Gallo	Councilman	Present	
Bryan Keeshen	Councilman	Late	7:19 PM
Michael O'Brien	Councilman	Present	
Keith Salnick	Councilman	Present	
Thomas Tvrdik	Councilman	Present	
Jeanne Smith	Borough Clerk	Present	
Andrew Bayer	Borough Attorney	Present	
Donna M. Phelps	Administrator	Absent	
Catherine D. LaPorta	Chief Financial Officer	Present	

V. **Presentation:**

1. EV Charging Stations – Representatives from EcoCharge, LLC presented a proposal to implement an electrical vehicle charging program at Blackberry Bay Park with no cost to the Borough of Oceanport and the Borough would receive revenue sharing from car charging. Discussion included topics regarding whether the program was required to be bid, suitability of location, potential revenue, maintenance costs, hours of use, cost of charging, paid through credit card or their app, would the units be universal to all users, impacts of flooding. The topic was referred to a Committee of Councilman Gallo, Tvrdik and O'Brien for further review and to determine whether it was something the Borough would pursue and develop specifications for competitive bidding. Mayor Coffey would direct the BA to contact the Chairs of Finance/Admin, Planning & Development & Public Works to coordinate meeting of the Committee to review further and bring back to the full Council.

- VI. **Public Comment on Action Items:** Mayor Coffey opened the meeting for comments from the public on action items only. As no one from the public appeared, that portion of the meeting was closed.

VII. **Action Items:**

#2023-206 Resolution authorizing payment of BILL LIST 09-07-2023

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

#2023-207 Resolution appointment of Kelly O'Toole as full time Administrative Assistant

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

#2023-208 Resolution amending contract with The Borja Group for facility use management consulting – amended to correct a dollar amount typo as well as the Summer 2024 term rather than Fall 2024 term. Councilman Salnick asked if the full-time person hired for this role was still working and was told yes.

RESULT: ADOPTED AS AMENDED [UNANIMOUS]
MOVER: Bryan Keeshen, Councilman
SECONDER: Richard Gallo, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Salnick, Tvrdik

#2023-209 Resolution appointing Crossing Guard Scott Poyner - *Added on Late*

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

VIII. Clerk's Report:

1. Yard Sale Weekend – Ms. Smith advised the public of the upcoming townwide event on Sept. 23, registration available on the Borough website or by contacting the Borough Clerk's Office.
2. Resolution authorizing the purchase of Audio/Video Upgrades – Ms. Smith presented a proposal from BIS Digital Services, the authorized court vendor for recording systems and a member of the ESCNJ Cooperative which the Borough participates in, for the purpose of addressing the sound and recording issues for the meeting room and improve quality of online and broadcast functions. Original proposal came in at \$105,708.70, which was more than the available funding, reviewed and removed "want" items and brought quote down to \$69,942.80. Discussion ensued on the need for the upgrades and if anything else could be removed or changed to lower the amount, funding available from the building program and technology budget line items after which was moved forward with no objections.
3. Route 71 & Main Street Intersection Improvements – Ms. Smith advised receipt of notice that the State would be improving the intersection at Main St. and Rt 71 to provide for ADA accessibility. Plans and notice on file with the Clerk's office.

Old Business: Minutes for Item #3 were provided for review, remainder of minutes would be provided with the regular meeting agenda package.

1. Minutes of Jan 19, 2023 7:00 PM
2. Minutes of Aug 17, 2023 7:00 PM
3. Minutes of Aug 17, 2023 7:30 PM

New Business:

4. Resolution amending the 2023 Salary Resolution – will adjust certain salaries now that the salary ordinance was amended.
5. Resolution acknowledging receipt of 2022 annual audit - reviewed and moved forward
6. Resolution renewing membership in the Monmouth Municipal Joint Insurance Fund- reviewed and moved forward
7. Resolution awarding contract to Blaze Emergency Equip for 2023 fire equipment services - reviewed and moved forward
8. Resolution adopting an Affordability Assistance Manual - reviewed and moved forward
9. Resolution authorizing an Interlocal Agreement with OPBOE for ground maintenance and snow plowing - reviewed and moved forward
10. Resolution authorizing an Interlocal Agreement with OPBOE for Class III SLEOs - reviewed and moved forward

11. Resolution authorizing an MOU with FMERA for Engineering Services - Demolition of Bldgs 550, 551 - reviewed and moved forward
12. Resolution awarding contract for Engineering Services for FMERA MOU for Bldgs 550/551 demolition - reviewed and moved forward
13. Resolution approving First Aid Membership - Schmid, Danial - reviewed and moved forward
14. Ordinance Amending Special Event Fees for First Aid/Fire Standby – reviewed recommendation from First Aid and was moved forward to next meeting for introduction.
15. Ordinance Amending Land Development Chapter 390-27 "Portable On Demand Storage" – continues to be developed in concert with other departments feedback.

Lastly, Ms. Smith advised that she was in receipt of a petition signed by several residents asking the Council to change the ordinance concerning trees in the Borough right of ways to be the responsibility of the Borough and not the adjacent property owner. Discussion ensued with Mayor Coffey recommending it be referred to Committee – Public Works & Engineering for consideration.

- IX. Mayor's Report:** Mayor Coffey reminded residents of the townwide yard sale at the end of the month; Summers End Festival; marina restaurant has re-opened and is named Mama Dags; meetings with Monmouth Park representatives that have led to a revised plan which is posted to the website and appearing before the Planning Board on Sept. 12; advised that there would be a new JCP&L substation on the Fort – currently obtaining DEP permits and other regulatory items.

- X. Public Comment:** Mayor Coffey opened the meeting to petitions from the public.

Frank Picciolo, 15 Genesee Ave, commented on the EV presentation and expressed concern that the location was not the best - the chargers are not 100% safe and should not be in the park where children are, concerns for vehicles charging at 2am, and potential health risks, suggested a better location such as Monmouth Park, anywhere not near the kids.

Councilman Salnick asked additional questions about the contract with The Borja Group including what results are expected from having the contract – is it mostly for booking, and what are their qualifications because he thought the Borough had previously hired Kathy Lynch to do booking. Councilman O'Brien commented that Ms. Lynch oversees all of the recreation enterprise, the Borja Group was brought in to enhance the bookings at Maria Gatta Park utilizing their expertise, previously worked with Capelli, the fields have been rented 5 days a week and close to 100% and is setting up a good model for operations moving forward. Councilman Salnick asked if the Borough had paid him yet and was told no, they took that risk.

Rosanne Letson, 50 Deer Path Court, Tinton Falls, on behalf of the Historical Committee would be at Summer's End with books available for purchase and new banner program being started.

Matt Zienewicz, Turf Drive, asked questions about why the pickleball courts were closed. Mayor Coffey advised that the Borough would be completing improvements such as fencing so they would be closed. Mr. Zienewicz asked what program is being used to schedule the courts and how much does that cost. Discussion ensued on the availability of courts to residents and the use by non-residents, hours of use, policing of the courts, reservations, times for open play, regulated partly by green acres rules, the plan to initiate a new badge system for residents and non-resident reservations and the ability to play for the season.

As no one else from the public appeared, Mayor Coffey closed that portion of the meeting.

- XI. Adjournment:** As there was no further business, the meeting was adjourned at 8:25 PM on a motion by Council President Gallo, seconded by Councilman Deerin and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF NEW JERSEY
 COUNTY OF MONMOUTH, STATE OF
 AMENDING CHAPTER 204 FEES FOR SPECIAL EVENTS REQUIRING FIRST AID/FIRE DEPARTMENT STANDBY

WHEREAS, the First Aid Captain for the Oceanport Volunteer First Aid & Rescue Squad has submitted a request on behalf of the Squad proposing an increase to the fees collected for first aid/fire presence related to Special Events; and

WHEREAS, the Borough Administrator has reviewed the request with the Public Safety Committee and the Finance and Administration Committee and find the request to be reasonable and in line with fees set by surrounding municipalities; and

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Oceanport, County of Monmouth and State of New Jersey that the following amendments be made as follows:

NOTE: Additions are underlined and deletions are marked by strike through.

Chapter 204. Fees

Article VII. Special Events, Boat Ramps and Athletic Fields

§ 204-13.1. Special events requiring first aid and/or Fire Department presence.

A. The following is established as the fee to be paid for a nonmunicipal sponsored event requiring a first aid and/or Fire Department presence:

(1) Event hours one through four: ~~\$200~~ \$500 per department utilized.

(2) Events greater than four hours: \$150 per hour per department.

(3) Payments shall be made directly to the organization supplying the services

B. The above fees may be waived or reduced by the governing body subject to good cause.

BE IT FURTHER ORDAINED that all other terms and provisions of Chapter 204 Fees of the Borough Code shall remain unchanged.

BE IT FURTHER ORDAINED this amending ordinance shall become effective upon due passage and publication according to law.

APPROVED ON FIRST READING

DATED: September 21, 2023

JEANNE SMITH
 Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: September 21, 2023

JEANNE SMITH
 Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor



OCEANPORT VOLUNTEER FIRST AID & RESCUE SQUAD

9.1.a

Oceanport Volunteer First Aid and Rescue Squad

2 Pemberton Ave
Oceanport, NJ 07757

Dear Mayor and Council,

The Oceanport Volunteer First Aid and Rescue Squad is asking you to consider changing Chapter 204 Fees 204-13.1 for Services by First Aid and Fire Department to be as follows:

- A. The following is established as the fee to be paid for a non municipal sponsored event requiring a first aid and/or fire department presence
1. Event hours one through four \$500 per department utilized.
 2. Events greater than four hours: \$150 per hour per department
 3. The money is to be paid directly to the department supplying the services

Thank you in advance for your time and consideration to this matter.

Respectfully,

Captain Fred Filippone

ORDINANCE #1080

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY SETTING FORTH AND AMENDING THE SALARY RANGES OF CERTAIN BOROUGH OFFICERS AND BOROUGH EMPLOYEES PASSED AND APPROVED MARCH 16, 1939 AND LAST REVISED AND APPROVED ON JULY 20, 2023

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

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Oceanport, in the County of Monmouth, State of New Jersey that the ordinance entitled "An Ordinance to Fix and Determine the Salaries of Certain Borough Officials" passed and approved on March 16, 1939, as last revised and passed on July 20, 2023 is hereby amended to provide and confirm the following official employment designations and the range of compensation of each as follows:

NOTE: All additions are shown in **bold italics with underlines**. All deletions are shown in **bold italics with strikeouts**. All other sections shall remain unchanged.

SECTION 1. Administration & Finance

Borough Administrator	\$	70,000.	-	125,000.
Deputy Borough Administrator	\$	30,000.	-	50,000.
Deputy Borough Clerk	\$	36,000.	-	50,000.

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

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

SECTION 3. Department of Public Works

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

SECTION 4. Municipal Court

Municipal Court Judge	\$	15,000.	-	23,000. <u>25,000.</u>
Court Administrator	\$	30,000.	-	85,000.
Deputy Court Administrator	\$	50.	-	125. per call
Municipal Prosecutor	\$	10,000.	-	20,000.
Public Defender	\$	100.	-	200. per defendant

SECTION 5. Recreation & Education

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

SECTION 6. Planning & Development

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

SECTION 7. Board of Health

Registrar	\$	1,000.	-	2,500.
Deputy Registrar	\$	0.	-	750.
Secretary	\$	400.	-	1,000.

SECTION 8. Emergency Management

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

Administrative Assistant/Clerk	\$	30,000.	-	59,000.
Part Time Administrative Assistant	\$	15.00/hr.	-	30.00/hr.

SECTION 10. Police Department

Chief	\$	110,000.	-	175,000.
Captain	\$	120,000.	-	150,000.
Lieutenant	\$	117,000.	-	145,000.
Sergeants	\$	114,000.	-	140,000.
Detective	\$	Stipend		250./mo
Patrol XII	\$	107,000.	-	130,000.
Patrol XI	\$	99,000.	-	115,000.
Patrol X	\$	94,000.	-	110,000.
Patrol IX	\$	88,000.	-	130,000.
Patrol VIIIA	\$	97,000.	-	115,000.
Patrol VIII	\$	82,000.	-	105,000.
Patrol VII	\$	76,000.	-	95,000.
Patrol VI	\$	70,000.	-	85,000.
Patrol V	\$	64,000.	-	78,000.
Patrol IV	\$	58,000.	-	70,000.
Patrol III	\$	50,960.	-	60,000.
Patrol II	\$	46,000.	-	54,000.
Patrol I	\$	40,000.	-	50,000.
Records Clerk	\$	30,000.	-	65,000.
School Crossing Guards	\$	6,500.	-	12,000.
School Crossing Guards Daily Rate	\$	48.00	-	54.00
School Crossing Guard ½ Day Rate	\$	24.00	-	27.00
<u>Class III Special Officer</u>	\$	<u>25.00</u>	-	<u>45.00</u>
Class II Special Officer	\$	15.	-	30./hr
Class I Special Officer	\$	15.	-	30./hr

SECTION 11. Casual Labor

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

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

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

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

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

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

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

APPROVED ON FIRST READING

DATED: August 17, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: September 21, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor

ORDINANCE #1081

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 331 "STREETS & SIDEWALKS"

WHEREAS, Ordinance No. 982 provided amendments to Chapter 331, Streets and Sidewalks including fee updates that inadvertently removed the application fee for requests to open or disturb the Borough's streets and right-of-ways; and

WHEREAS, the Borough Council has determined that the application fee should be reinstated in order to cover administrative costs for such applications now designated to be processed by the Department of Public Works under the Superintendent of Public Works,

NOW, THEREFORE, BE IT ORDAINED by the Mayor & Borough Council of the Borough of Oceanport, in the County of Monmouth, in the State of New Jersey that the following ordinance amendments be and the same are hereby enacted:

NOTE: All additions are shown in ***bold with underlines***. All deletions are shown in ***bold with strikeouts***. All other sections shall remain unchanged.

SECTION ONE: Chapter 331 Streets and Sidewalks

§ 331-1. Definitions.

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

BOROUGH CLERK

The Borough Clerk of the Borough of Oceanport or such other Borough official as the governing body may designate. ~~He shall act as the administrative officer for this article and coordinate with the Borough Engineer and other Borough officials and entities, as may be required.~~

EMERGENCY

A condition or circumstance which involves immediate danger to life or property, or both, or which involves a possibility of interruption or curtailment of any service furnished to the public by a public utility.

PERMITTEE

Any public utility, individual or company to which a permit has been issued under and pursuant to this article.

PUBLIC UTILITY

Any public utility as defined in N.J.S.A. 48:2-13.

SUPERINTENDENT OF PUBLIC WORKS

The Superintendent of Public Works of the Borough of Oceanport or his duly designated representative, or such other official as the governing body may designate. He shall act as the administrative officer for this article and coordinate with the Borough Engineer and other Borough officials and entities, as may be required.

§ 331-2. Permit required.

It shall be unlawful for any person to perform any excavation work or to dig up, break, excavate, tunnel, undermine or in any manner break up any street or to make or cause to be made any excavation in or under the surface of any street for any purpose or to place, deposit or leave upon any street any earth or other excavated material, obstructing or tending to interfere with the free use of the street, or dig up, break, excavate or undermine or in any way affect any other public improvement within a public right-of-way unless such person shall first have obtained a permit therefor from the ~~Borough Clerk~~ Superintendent of Public Works, or their duly designated representative as herein provided.

§ 331-3. Application requirements.

- A. Application for a permit shall be made ~~on forms to be provided by the Borough.~~ on-line using the Borough's application portal. The application shall state the purpose of the excavation and the name and address of the person who will restore the permanent pavement when the same is not to be done by the Borough or the applicant. The application shall be accompanied by a diagram indicating the nature and extent of the excavation to be made and the work to be done, the proposed dates of commencement and completion of the excavation, which date shall be the expiration date of any permit issued pursuant to the application, and other data as may reasonably be required. If during the course of the work any major variation is required, the permittee shall file an amended diagram showing the manner in which the work is actually being done.

- B. Whenever the excavation will or may take more than one working day to complete or whenever the excavation site shall be left unattended, the permittee shall furnish to the Oceanport Police Department an emergency telephone number.
- C. No permit for a street excavation in excess of ~~4,000~~ **100** square feet shall be issued until the application shall have been reviewed by the Borough Engineer.
- D. All street excavations in excess of ~~4,000~~ **100** square feet shall be supervised by an inspector to be designated by the Borough Engineer, and the permittee shall be required to reimburse the Borough for the cost of such inspection.

§ 331-4. Fees.

A. Application Fee. A non-refundable fee of \$225.00 shall apply.

B. Permit Fees. The following schedule of fees is hereby fixed, determined and established as being the nonrefundable fees to be paid to the Borough of Oceanport to be drawn upon by the Borough Engineer in conjunction with the issuance and servicing of such permits, and supervision and inspection of such openings to proper restoration.

- (1) Opening not greater than 50 square feet or occupancy only: \$75.
- (2) Opening up to 100 square feet: \$100.
- (3) Opening up to 200 square feet: \$125.
- (4) Opening up to 400 square feet: \$175.
- (5) Opening over 400 square feet: \$250, plus \$0.50 per square foot in excess of 400 square feet.

B. C. The ~~Borough Clerk~~ **Superintendent of Public Works** shall forward a copy of each application for a street opening permit to the Oceanport Police Department and the Borough Clerk.

D. Traffic Control Review. ~~upon receipt thereof,~~ The Chief of Police or his designee shall review the subject application to determine whether traffic control shall be needed during the period of construction. If it is determined that the permittee shall need the assistance of a law enforcement officer to control traffic in the vicinity of the construction site, then the applicant shall be required, in addition to the other fees provided for in this article, to pay to the Borough of Oceanport the prevailing police overtime rate for each hour or part thereof that a member of the Oceanport Police Department will be required to direct traffic at the site. **Prior to any request for traffic control, the Chief of Police or his designee shall verify that the entity has obtained a permit from the Superintendent of Public Works.**

§ 331-5. Cash repair deposits.

A. Before any permit is granted, a refundable performance guaranty shall be deposited with the Borough to insure proper restoration of the trench, pavement surface, and any other improvements within the Borough right-of-way.

- 1) For openings and excavations, the deposit shall be \$1,000 or \$25 per square foot of the actual excavated trench size, whichever is greater. The amount of the deposit shall be computed by multiplying the trench length in feet by the trench width in feet, which produces square feet.
- 2) For temporary occupancy of a Borough right-of-way with a residential or commercial structure, the deposit shall be \$10,000.
- 3) For temporary occupancy of all other obstructions, the deposit shall be \$1,000 or \$25 per square foot of the actual occupied area, whichever is greater. The amount of the deposit shall be computed by multiplying the trench length in feet by the trench width in feet, which produces square feet.

B. The guaranty shall be refunded if the surface or other improvements are replaced according to Borough specifications, and will be forfeited in lieu of restoration in the event that the Borough specifications are not met. For paved roads, the guaranty will be retained for a period of three months to one year from the date of completion of the permitted construction, at which time the guaranty will be refunded upon the written approval of the Borough Engineer. In the event the Borough Engineer does not approve the same in writing, and upon recommendation to the Borough Council, the guaranty will be forfeited.

§ 331-6. Surety bonds.

- A. If an individual cash repair deposit required by § 331-5 exceeds \$500 or if the applicant is a public utility regulated by the federal government and/or the State of New Jersey, the applicant may deposit with the Borough Clerk a surety bond in the amount of the cash repair deposit or an annual bond in the amount of \$5,000 made payable to the Borough of Oceanport. The required surety bond must be:
 - 1. With good and sufficient surety.
 - 2. By a surety company authorized to transact business in the State of New Jersey.
 - 3. Satisfactory to the Borough Attorney in form and substance.
 - 4. Conditioned upon the permittee's compliance with this article and to secure and hold the Borough and its officers harmless against any and all claims, judgments or other costs arising from the excavation and other work covered by the excavation permit or for which the Borough, the Borough Council or any Borough officer may be made liable by reason of any accident or injury to person or property through the fault of the permittee, either in not properly guarding the excavation or for any other injury resulting from the negligence of the permittee, and further conditioned to fill up,

restore and place in good and safe condition, as nearly as it can be to its original condition and to the satisfaction of the Borough Engineer and/or Superintendent of Public Works ~~Borough Administrator~~, all openings and excavations made in streets and to maintain any street where excavation is made in a condition as good as before said work shall have been done, for the period of 12 months after said work shall have been done, usual wear and tear excepted. Any settlement of the surface within the said one-year period shall be deemed conclusive evidence of defective backfilling by the permittee.

- B. Nothing herein contained shall be construed to require the permittee to maintain any repairs to pavement made by the Borough if such repairs should prove defective.
- C. Recovery on such bond for any injury or accident shall not exhaust the bond, but it shall in its entirety cover any or all future accidents or injuries during the excavation work for which it is given.
- D. In the event of any suit or claim against the Borough by reason of the negligence or default of the permittee, any final judgment against the Borough requiring it to pay for such damage shall, upon the Borough giving written notice to the permittee of such suit or claim, be conclusive upon the permittee and his surety.
- E. An annual bond may be given under this provision which shall remain in force for one year conditioned as above, in the amount specified above and in other respects as specified above, but applicable as to all excavation work in streets by the principal in such bond during the term of one year from said date.
- F. Public utilities may deposit a corporate bond conditioned as in the case of a surety bond in the amount of \$5,000 in lieu of said surety bond, but such corporate bond must be in addition to a cash repair deposit of \$500. Such cash repair deposit may, by Council action, be returned with interest to the utility after a twelve-month period wherein the Borough has made no charges or written demands against the deposit.

§ 331-7. Emergency approval.

In case of emergency, any public utility, individual or company may make an excavation in or tear up the surface of any road without first having obtained from the Borough of Oceanport a permit therefor, in which case the public utility, individual or company shall make application for such permit within five working days after the occurrence of such emergency, provided that the public utility, individual or company first telephones to the office of the Superintendent of Public Works ~~Borough Clerk~~ a statement concerning the emergency in question or, in case such office is closed, the telephone call shall be made to the Borough Police Department, which shall log the information for the Superintendent Clerk.

§ 331-8. General requirements for excavations, backfilling and resurfacing.

The permittee shall comply with the following general conditions with regard to the opening or excavation and the backfilling and resurfacing of any public street or public place:

- A. The permittee shall keep each opening properly guarded and at night have lights placed thereat and, in doing the work, interfere as little as possible with the travel along the road and open no greater part of the road at any time than shall be allowed by the Borough. If the excavation is to extend the full width of the road, no more than 1/2 of the road shall be opened at one time, and such half shall be backfilled before the other half is opened, so as to permit the free flow of traffic.
- B. The applicant shall give a forty-eight-hour notice to the Borough Engineer prior to making an opening or prior to beginning surface restoration.
- C. No opening shall commence on a Saturday, Sunday or holiday, except in case of an emergency.
- D. On roads having either a concrete or bituminous concrete surface, the excavation work area shall be saw cut so that the edges of the opening shall be cut straight through the bituminous or concrete surface before the trench is excavated.
- E. If the distance from the edge of the excavation work area to the existing edge of pavement/curb is less than two feet, the permittee shall excavate to the curb and extend the trench repair to the edge of pavement/curb.
- F. The work shall be so conducted as not to interfere with the water mains, gas lines, sewer lines or their connections with houses unless the permission of the proper authorities shall have been obtained. All rock within five feet of a water main or other pipe which might be damaged thereby shall be removed without blasting. No excavation which will damage trees shall be made.

§ 331-8.1. Requirements for backfilling.

- A. The methods of construction for excavation and backfill shall be in accordance with Section 202 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and such other provisions as are included herein and as may be added in the special conditions.
- B. No road opening, excavation or occupancy of a cross trench shall extend beyond the center line of the road before being backfilled, compacted and the surface of the roadway temporarily restored.
- C. All utility facilities shall be located sufficiently ahead of trench excavation work to avoid damage of those facilities and to permit their relocation, if necessary. Storm drains, pipe culverts or other facilities encountered shall be protected by the permittee. If the work performed interferes with the established drainage system of any street or road, provision shall be made by the permittee to provide proper drainage during construction and restore the existing system, all to the satisfaction of the Borough Engineer.

- D. No dewatering equipment, wells, points or piping shall occupy the traveled portion of roadways unless specifically approved and adequately protected to the satisfaction of the Borough Engineer. In addition, effluent from dewatering systems shall be discharged in such a manner that erodible soils are not adversely affected. All silt and sediments being carried in the dewatering effluent must be intercepted prior to effluent discharge into any drainage system through the use of a sediment basin designed to allow retention of discharge for sufficient time to render such waters free from suspended silt and sediments. The use of screening devices in lieu of a sedimentation basin must receive specific approval and be employed only for minor flows.
- E. Any gravel, earth or other excavated material which is caused to roll, flow or wash upon any Borough road shall be removed from the roadway within 24 hours after deposit. In the event the earth, gravel or other excavated material so deposited is not removed, the Borough shall remove the material, and the cost incurred shall be paid by the permittee or deducted from his deposit. Applicants are put on notice that due to the work schedule of the **Department of Public Works Road Department**, it will be necessary to make such repairs after normal working hours. The permittee shall employ construction methods and means that will keep flying dust to the minimum to the satisfaction of the Borough Engineer.
- F. In the event of a snow or ice storm, the permittee will be required to take whatever steps the Department of Public Works deems necessary to secure the traveled way for snow removal operations. At the first sign of precipitation, all work on the shoulders and traveled way shall stop, and they shall be cleared of all dirt, etc., and the area backfilled so as not to interfere with Borough snow operations until the weather permits resumption of work.
- G. Right-of-way or property monuments and/or markers, traffic control devices and other Borough-maintained devices on the right-of-way shall not be removed or disturbed unless permission to do so is first obtained in writing from the Borough Engineer. Permission shall be granted only upon the condition that the permittee shall pay all expenses incident to the replacement of such monumentation and/or devices.
- H. If tunneling operations are required, the tunnel shall be backfilled with rammed concrete composed of one part cement to 10 parts sand(1:10).
- I. If blasting is required to be done in the course of any excavation, it shall be done in strict compliance with all applicable state laws and regulations.

§ 331-8.2. Restoration of surface paving and subsurface foundation.

- A. Within grassed areas, all trench openings and damaged areas shall be backfilled for the top four inches with topsoil as defined in Section 804 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Then, both the trench and area disturbed by excavated material and construction operations shall be seeded with fertilizing and seeding, Type A, as specified in Section 917.05.01 of the same specifications.
- B. Within the limits of gravel roadways, driveways and parking areas, all trench openings shall be backfilled and compacted as heretofore noted. The top eight inches shall be backfilled with eight inches of compacted dense-graded aggregate base course as defined in Section 302 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- C. Within the limits of bituminous concrete or bituminous-treated roadways, all trench openings shall be backfilled and compacted as required in Section 301 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. The upper 12 inches of the trench shall receive a temporary repair of six inches of compacted dense-graded aggregate base course as defined in Section 302 of the above-listed specifications, topped with six inches of hot mix asphalt 19M64 base course, as defined in Section 401 of the above-listed specifications.
 - (1) The temporary pavement shall remain in place until any residual settlement takes place, which time shall not exceed four months. During this time, the permittee shall assure maintenance of the pavement surface level. Manholes, valve boxes or other physical utility obstructions shall have feathered approaches not to exceed a 5% slope where necessary, and pavement lining shall be restored by the permittee for adequate traffic control.
 - (2) Where 20% or more of the pavement surface has been destroyed or disturbed, final restoration shall consist of milling as designated and final paving with a two-inch overlay of the entire pavement surface width with hot mix asphalt 9.5M64 surface course, as defined in Section 401 of the above-listed specifications. All vertical seams shall receive **polymerized joint adhesive-infrared treatment or as directed by the Borough Engineer.**
 - (3) Where less than 20% of the existing pavement surface has been destroyed or disturbed, final paving shall be as follows: The existing pavement shall be saw-cut back to a clean, straight line approximately 12 inches away from each side of the existing disturbed pavement, and any material within one inch of the proposed surface shall be removed and any depressions filled. Two inches of hot mix asphalt 9.5M64 surface course, as defined above, shall then be placed in the prepared area. All vertical seams shall receive **polymerized joint adhesive-infrared treatment infrared treatment or as directed by the Borough Engineer.**
 - (4) If it is determined, prior to release of the cash repair deposit, by the Borough Engineer that the repair seams are not acceptable, then the area shall receive an infrared treatment to create a seamless repair, **at the cost of the Permittee.**

- D. Within the limits of portland cement concrete roadways, all trench openings shall be backfilled and compacted as previously required, a satisfactory foundation prepared, the reinforcement restored and the concrete pavement equal in thickness to that in place in the roadway replaced with concrete as defined in Section 405 of the above-listed specifications.
- E. Road openings and/or trenches involving unusual or special conditions, including attachment to bridges, shall be restored in accordance with and pursuant to the direction of the Borough Engineer.
- F. In the event that temporary paving, patching, final paving, or any other aspect of the restoration process is not completed to the satisfaction of the Borough Engineer, the Borough shall complete the restoration, and the cost incurred shall be paid by the permittee or deducted from his deposit. **If the cash repair deposit is insufficient, Permittee will be billed for the balance with payment due within thirty (30) days.**

§ 331-8.3. Specifications for concrete sidewalks, aprons, and curbs.

- A. Materials, measuring, mixing, preparation of the foundation forms, joints, depositing of concrete, finishing, curing and protection are to be in accordance with the current New Jersey State Highway Department Standard Specifications for Road and Bridge Construction or the latest revision thereof.
- B. All sidewalk, driveway apron, curb, gutter, or other right-of-way improvements shall be constructed in accordance with standard construction detail established by the Borough Engineer.
- C. The contractors shall be required to confer with the Borough Engineer before starting any work, and further shall not be permitted to pour any concrete until the Borough Engineer has checked and approved the forms for alignment and grade.
- D. For the installation of curb or sidewalk in the Borough, forms shall be of wood or metal, straight, free from warp, of sufficient strength to resist springing during construction and of a height equal to the full depth of the finished curb or sidewalk. Wood forms shall be two-inch surfaced plank, it being understood that dressed lumber of 1 5/8-inch width is herein permitted (where sharpness of curvature does not permit the use of two-inch material, plywood or fiberboard of lesser thickness may be used with the permission of the Borough Engineer) or as provided in the particular specifications for the job in question.

§ 331-9. Excavations in recently improved streets.

§ 331-9.1 Notice of Improvements

- A. Whenever the Borough Council enacts any ordinance or resolution providing for the paving or repaving of any street, the **Borough Engineer shall provide a list of impacted streets to the Borough Clerk** whom shall promptly mail a written notice thereof to each person owning any sewer, main, conduit or other utility in or under said street. Such notice shall notify such persons that no excavation permit shall be issued for opening, cuts or excavations in said street for a period of five years after the date of enactment of such ordinance or resolution. The notice shall notify such persons that applications for excavation permits, for work to be done prior to such paving or repaving, shall be submitted promptly in order that the work covered by the excavation permit may be completed not later than 45 days from the date of enactment of such ordinance or resolution. The Borough Clerk shall also promptly mail copies of such notice to the occupants of all houses, buildings and other structures abutting said street for their information and to the state agencies and departments or other persons that may desire to perform excavation work in said street.
- B. Within said 45 days, every public utility company receiving notice as prescribed herein shall perform such excavation work, subject to the provisions of this article, as may be necessary to install or repair sewers, mains, conduits or other utility installations. In the event any owner of real property abutting said street shall fail within said 45 days to perform such excavation work as may be required to install or repair utility service lines or service connections to the property lines, any and all rights of such owner or his successors in interest to make openings, cuts or excavations in said street shall be forfeited for a period of five years from the date of enactment of said ordinance or resolution. During said five-year period, no excavation permit shall be issued to open, cut or excavate in said street unless, in the judgment of the Borough Engineer, an emergency as described in this article exists which makes it absolutely essential that the excavation permit be issued. Nonemergency openings for roads under moratorium shall be approved only by resolution of the governing body.
- C. Every Borough department or official charged with responsibility for any work that may necessitate any opening, cut or excavation in said street is directed to take appropriate measures to perform such excavation work within said forty-five-day period as to avoid the necessity for making any openings, cuts or excavations in the new pavement in said Borough street during said five-year period.

§ 331-9.2 Moratorium Penalty

If by resolution of the governing body, a permit is authorized to be issued by the Superintendent of Public Works to open any paved or improved street surface less than five (5) years old, a penalty charge shall be made for the opening, except that the penalty fee shall be waived by the Borough Engineer in the event the work is of an emergency nature.

§ 331-9.3 Penalty Charge

The penalty charge shall be on a sliding scale determined as follows:

- A. Penalty Assessment = \$1,000 plus \$5 per square foot of area of road cut
- B. Penalty factor is 2% of the total of A above for each unelapsed month or fraction thereof of the five year (60 months) moratorium period.
- C. Maximum penalty shall be 120% of the total penalty.
- D. Minimum penalty shall be \$500.
- E. Inspection and permit fees are payable in addition to the penalty charges set forth herein pursuant to subsection 331.4(B)
- F. No portion of the penalty charge shall be refundable and penalty charges do not relieve the permit holder from the required performance and maintenance cash bond or the required insurance.

§ 331-9.4 Moratorium repairs

~~D.~~ Repairs to roads under moratorium, both emergency and nonemergency, shall consist of a two-inch milling and paving from curb to curb or, where appropriate, edge to edge for the length of the repair. ~~Tack coat Infrared treatment~~ shall be placed on all edges of the milled area and over the base course. ~~At the discretion of the Borough Engineer, if a patch is deemed not acceptable, then infrared pavement repair may be required.~~

§ 331-10. Preservation of monuments.

The permittee shall not disturb any surface monuments or hubs found on the line of excavation work until ordered to do so by the Borough Engineer.

§ 331-11. Excavations in winter months.

Unless authorized by prior written approval of the Borough Engineer, no permit for the excavation of any street shall be issued between December 1 and March 1, except for emergencies as provided in § 331-7 or by resolution adopted by the Borough Council. All street excavations commenced after March 1 must be completed, backfilled and restored prior to December 1.

§ 331-12. Indemnity. Indemnification.

~~By applying for and in~~ accepting a permit, the permittee ~~shall be deemed to have agreed to~~ indemnify ~~ies~~ and saves harmless the Borough ~~of Oceanport, the Borough Engineer and their officers, officials, employees, agents and servants~~ from and against any ~~and all~~ loss, ~~costs injury~~ or damages ~~results from the sole negligence of the parties indemnified. incurred by reason of any damage to any property, injury to any person or any loss of life resulting from any negligence of the permittee, its agents or servants in performing the work covered by the permit.~~

§ 331-13. Applicability.

The provisions of this article shall not be applicable to any excavation work under the direction of competent Borough officials, by employees of the Borough or by any contractor of the Borough or agency or department of the Borough performing work for and in behalf of the Borough necessitating openings or excavations in streets, nor shall the provisions of § 331-4 and 331-5 apply to any excavation work performed adjacent to or within public rights-of-way by subdividers or site developers in accordance with approved subdivision or site plans, provided that such subdividers or site developers have posted cash guaranties and surety in accordance with the applicable ordinance requirements.

§ 331-14. Liability Insurance required.

A permittee, prior to the commencement of excavation, shall furnish to the Borough Clerk satisfactory certificates of insurance duly issued by an insurance company authorized to do business in this State indicating that the permittee has in force and will maintain in force, during the performance of the work and the period of the permit, required. The Borough of Oceanport shall be named as additional insured on all certificates of insurance provided. If the permittee is not performing the work, the Borough Clerk will accept insurance from contractors which meets the requirements of this subsection, assumes the permittee's contractual liability and names the permittee and the Borough as additional insureds. A permittee, prior to the commencement of excavation work hereunder, shall furnish the Borough Administrator with certificates of liability and workers' compensation insurance satisfactory to the owner.

- A. The minimum amounts of insurance to be carried by the permittee shall be as follows:
- (1) Workers' compensation and employers' liability insurance. The permittee shall take out and maintain during the life of this contract adequate workers' compensation and employers' liability insurance for all employees employed in connection with the work, and in case any work is sublet, the permittee shall require each subcontractor similarly to provide workers' compensation and employers' liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the permittee's insurance.
 - (a) Coverage A (workers' compensation) shall be New Jersey statutory.
 - (b) Coverage B (employers' liability) shall be in the amount of \$1,000,000 or unlimited as per the New Jersey workers' compensation laws.
 - (2) Comprehensive general liability.
 - (a) Limits shall be \$1,000,000 bodily injury (BI), each occurrence, and \$500,000 property damage (PD), each occurrence.
 - (b) The certificate of insurance must indicate coverage at the above limits for:
 - [1] Explosion, collapse and underground utilities (XCU).
 - [2] Contractual: indicated on the face of the certificate as being in accordance with the wording of the contract.
 - [3] Independent contractors.
 - [4] Completed operations.
 - (3) Comprehensive automobile liability.
 - (a) Limits shall be \$1,000,000 bodily injury (BI), each occurrence, and \$500,000 property damages (PD), each occurrence.
 - (b) Certificate of insurance must indicate coverage at the above limits for:
 - [1] Hired vehicles.
 - [2] Non-owned vehicles.
 - (4) Owners protective policy. The permittee shall supply an owners protective policy written in the name of the owner, the engineer, and their agents, with limits of \$1,000,000 bodily (BI) and \$500,000 property damage (PD). In lieu of this policy, the permittee may indicate on the comprehensive general liability certificate of insurance the owner, the engineer, and their agents have been named as an additional insured for this contract.
- B. In cases where the character or nature of the proposed excavation work is such as to present an unusual hazard or a higher-than-normal risk of damage or injury, the Borough Council may require provision of increased amounts of liability and property damage insurance. Any permits which occasion such increased hazard or liability shall be referred by the Borough **Clerk Administrator** for the consideration of the governing body prior to the issuance of a permit.

§ 331-15. Violations and penalties.

Any person who violates any provision of this article shall, upon conviction thereof, be punished as set forth in Chapter 1, § 1-15, General penalty. A separate offense shall be deemed committed on each day during which a violation occurs or continues.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby repealed, but only, however to the extent of such conflict or inconsistency, it being the legislative intent that all other ordinances or parts of ordinances now existing and in effect, unless the same be in conflict or inconsistent with any of the provisions of this ordinance, shall remain in full force and effect.

BE IT FURTHER ORDAINED this amending ordinance shall become effective upon due passage and publication according to law.

APPROVED ON FIRST READING

DATED: August 17, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: September 21, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II

Mayor

ORDINANCE #1082

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 279 "PARKS & RECREATION AREAS" OF THE CODE OF THE BOROUGH OF OCEANPORT

WHEREAS, the Borough continues to evaluate the Borough's parks and recreation areas in order to promote and maximize the use of all facilities; and

WHEREAS, the Borough Administrator and Recreation Coordinator along with other Borough officials have recommended various updates to the Borough's ordinance for Parks and Recreation,

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Oceanport, County of Monmouth and State of New Jersey that the following sections of Chapter 279 "Parks and Recreation Areas" be amended as follows:

NOTE: Additions are underlined in bold and deletions are marked by bold strike through.

Chapter 279 Parks and Recreation Areas

§ 279-1. Definitions.

BOROUGH — The Borough of Oceanport in the County of Monmouth.

BOROUGH-APPROVED RECREATION SPORTS ASSOCIATIONS — Those entities that have been officially recognized, by ordinance, as being charged with the responsibility of planning, promoting, organizing and operating specific recreation sports programs on behalf of the Borough, for the benefit of the Borough, its residents and, in certain instances, the residents of neighboring communities.

COUNCIL — The Borough Council of the Borough of Oceanport. **GROUP** — Four or more persons.

PARK, FIELD, COURT, PLAYGROUND, FACILITY or PARK PROPERTY —

A. Blackberry Bay Park;

B. Gatta Field;

C. Somers Park;

D. Trinity Park;

E. **Charles Park**

D-F. **Evergreen Park**

E-G. Old Wharf **Place Park**;

F-H. Mike MacStudy Field;

G-I. Community Center **Park**; and

H-J. Any other park, reservation, playground, recreation center or any other area in the Borough owned or used by the Borough and devoted to active or passive recreation.

PERMITTEE — Any person or persons to whom a facility use permit is issued.

PERSON — Any person, firm, partnership, association, team corporation, company or organization of any kind.

RESIDENT ORGANIZATIONS — Any person, firm partnership, association, team, corporation or organization of any kind whose membership is comprised of ~~75% or more~~ **a majority** of Oceanport residents.

VEHICLE — Any wheeled conveyance, whether motor powered, animal drawn, or self-propelled. The term shall include any trailer in tow of any size, kind or description. Exception is made for baby carriages and vehicles in the service of the Borough parks.

§ 279-2. Prohibited activities.

No person in a public park, facility or recreation area shall:

- A. Willfully mark, deface, disfigure, injure, tamper with or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, pavings or paving materials, waterlines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stake posts or other boundary markers or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal;
- B. Fail to cooperate in maintaining restrooms and washrooms in a neat and sanitary condition. ~~No person over the age of six years shall use the restrooms and washrooms designated for the opposite sex;~~
- C. Dig or remove any soil, rock, sand, stones, trees, shrubs or plants or other wood or materials or make any excavation by tool, equipment, blasting or other means or agency;
- D. Construct or erect any building or structure of whatever kind, whether permanent or temporary, or run or string any public service utility into, upon or across such lands, except on special written permit issued hereunder;
- E. Damage, cut, carve, transplant or remove any tree or plant or injure the bark or pick the flowers or seeds of any tree or plant, dig in or otherwise disturb grass areas or in any other way injure the natural beauty or usefulness of any area;
- F. Climb any tree or walk or stand upon monuments, vases, planters, fountains, railings, fences or upon any other property not designated or customarily used for such purposes;
- G. Tie or hitch an animal to any tree or plant;
- H. Hunt, molest, harm, frighten, kill, trap, pursue, chase, tease, shoot or throw missiles at any animal, wildlife, reptile or bird; nor shall ~~he~~ or she remove or have in his or her possession the young of any wild animal or the eggs or nest or young of any reptile or bird. Exception to the foregoing is made in that snakes known to be deadly poisonous, or deadly reptiles, may be killed on sight;
- I. Throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream or other body of water in or adjacent to any park or any tributary stream, storm sewer or drain flowing into such water, any substance, matter or thing, liquid or solid, which will or may result in the pollution of such waters;
- J. Have brought in or shall dump in, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park, or shall be left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided; where receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.
- K. Drive any vehicle on any area except the paved park roads or parking areas, or such areas as may on occasion be specifically designated as temporary areas by the **Recreation Committee Borough**.
- L. Park a vehicle in other than an established or designated parking area, and such shall be in accordance with posted directions thereat and with the instruction of any attendant who may be present.
- M. Park, store or place a motor vehicle when the parks and/or playgrounds are not open for public use. (This section shall not apply to municipal vehicles.)
- N. Hit any type of golf ball. ~~Park, store or place a motor vehicle along the roller hockey rink located at Blackberry Bay.~~
- O. Use or possess a motorized toy, model miniature or remote control aircraft.
- P. Park, store or place any motor vehicle or other personal property when the owner of the subject vehicle/ property (or owner's agent) is not presently utilizing the subject park or playground area. This section shall not apply to municipal vehicles, nor shall it apply during periods of emergency, as proclaimed by the Mayor or any other duly appointed authority.
- Q. Carry or possess firearms of any description or air rifles, spring guns, bows and arrows, slings or any other forms of weapons potentially inimical to wildlife and dangerous to human safety or any instrument that can be loaded with and fire blank cartridges or any kind of trapping device. Shooting into park areas from beyond park boundaries is forbidden.

- R. Walk a dog in or permit a dog into the playground area of any park.
- S. Set up tents, shacks or any other temporary shelter for the purpose of overnight camping, nor shall any person leave in a park after closing hours any movable structure or special vehicle to be used or that could be used for such purpose, such as a house trailer, camp trailer, camp wagon or the like, except in those areas designated by the **Commission Borough** for those purposes.
- T. Take part in or abet the playing of any games involving thrown or otherwise propelled objects such as ~~balls~~, stones, arrows, javelins, horseshoes, quoits or model airplanes except in those areas set apart for such forms of recreation.
- U. Rollerblade, skateboard, roller skate or ride a bicycle on any tennis-~~or~~ basketball or pickleball court.
- V. Bring into or operate any boat, raft or other watercraft, whether motor-powered or not, upon any waters, except at places designated for boating. Such activity shall be in accordance with applicable regulations as are now or hereafter may be adopted.
- W. Sell, rent or lease (or advertise for same) any vehicle, vessel, boat, personal watercraft, bicycle, motorcycle or any other personal property, without first having obtained a permit from the Borough of Oceanport.
- X. Launch, dock or operate any boat of any kind on any water between the closing hour of the park at night and the opening hour of the park the following morning, or be on or remain on or in any boat during the closed hours of the park.

§ 279-3. Conduct.

While in a public park, facility or recreation area, all persons shall conduct themselves in a proper and orderly manner and, in particular, no person shall:

- A. Bring alcoholic beverages or drink the same at any time, nor be under the influence of intoxicating liquor in a park unless Council approval by resolution has been previously secured for the event;
- B. Have in his or her possession or set or otherwise cause to explode or discharge or burn any firecrackers, torpedo rockets or other fireworks, firecrackers or explosives of flammable material or discharge them or throw them into any such areas from lands or highways adjacent thereto. This prohibition includes any substance, compound, mixture or article that, in conjunction with any other substance or compound, would be dangerous from any of the foregoing standpoints. At the discretion of the Council, permits may be given for conducting properly supervised fireworks in designated park areas;
- C. Be responsible for the entry of a dog or other domestic animal into areas clearly marked by signs bearing the words "Domestic Animals Prohibited in this Area." Nothing herein shall be construed as permitting the running of dogs at large. All dogs in those areas where such animals are permitted shall be restrained at all times on adequate leashes not greater than six feet in length and shall be curbed;

~~**D. Occupy any seat or bench, or enter into or loiter or remain in any pavilion or any other park structure or section thereof which may be reserved and designated by the Recreation Commission for the use of the opposite sex. Exception is made for children under six years of age;**~~

E. D. Build or attempt to build a fire except in such areas and under such regulations as may be designated by the Council. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other flammable material within any park or on any highways, roads or streets abutting or contiguous thereto;

F. E. Enter an area posted as "Closed to the Public," nor shall any person use or abet in the use of any area in violation of posted notices;

E. F. Gamble or participate in or abet any game of chance except in such areas and under such regulations as may be designated by the Council;

F. G. Go onto the ice on any of the waters except such areas as are designated as skating fields, provided that a safety signal is displayed;

G. H. Sleep or protractedly lounge on the seats or benches or other areas or engage in loud, boisterous, threatening, abusive, insulting or indecent language or engage in any disorderly conduct or behavior tending to breach the public peace;

H.I. Fail to produce and exhibit any permit from the Borough of Oceanport he or she claims to have upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance, rule or regulation;

I.J. Disturb or interfere unreasonably with any person or party occupying any area or participating in any activity under the authority of a permit;

J.K. Expose or offer for sale any article or thing, nor shall he or she station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing. Exception is here made as to any regularly licensed concessionaire acting by and under the authority and regulation of the Council;

K.L. Paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatever, nor shall any person erect or cause to be erected any sign whatever on any public lands or highways or roads adjacent to a park.

§ 279-4. Hours.

- A. Except for unusual and unforeseen emergencies, parks and other outdoor facilities shall be open to the public every day of the year during the designated hours. The opening and closing hours for each individual park shall be posted therein for public information and shall be determined from time to time by resolution of the Council.
- B. Any section or part of any park may be declared closed to the public by the Borough of Oceanport at any time and for any interval of time, either temporary or at regular and stated intervals (daily or otherwise) and either entirely or merely to certain uses, as the Borough of Oceanport shall find reasonably necessary.
- C. Under normal circumstances, all municipal parks and outdoor recreational facilities shall open at 8:00 a.m. and close at dusk, with the exception of the lighted tennis courts at Blackberry Bay Park and lighted turf fields at Maria Gatta Park which shall close at 10:00 p.m.
- ~~D. **The use of any indoor facilities must terminate by 11:00 p.m., unless otherwise approved by the Council.**~~

§ 279-5. Dogs.

- A. Under any circumstances or at any time permit any such dog to enter into or onto any park property unless such dog is accompanied and controlled by a person of the age of seven years or over and is securely confined by an adequate leash not more than six feet in length;
- B. Under any circumstances or at any time permit any such dog to injure or damage any vegetable garden, flower garden, lawn, plant, tree, shrubbery, grounds or any other property in or on any park;
- C. Under any circumstances or at any time permit any such dog to bark, cry, whine, howl or otherwise disturb the peace or quiet within or surrounding any park property;
- D. Under any circumstances or at any time permit any such dog to harass any person or animal on park property or cause any injury to any person or other animal on park property;
- E. Under any circumstances or at any time fail to immediately remove all feces deposited in or on any park property by any such dog by any sanitary method approved by the local health authority or as otherwise established by the Borough of Oceanport.

§ 279-6. Permits for facility use.

- A. Facility use permit availability. Oceanport's recreational facilities are available for use by groups and individuals who make requests based upon availability. Applications are not required for the unreserved use of parks, fields, courts, playgrounds and other outdoor recreational facilities, except as required below. An individual or group that has reserved a particular park, field, court, playground or recreational facility and is in possession of a facility use permit will receive priority over an individual or group lacking such a permit.
- B. Facility use permits required. A facility use permit shall be required for the use of any Oceanport-owned park, field, court, recreational facility or playground for use under any of the following circumstances:
 - (1) Except as otherwise determined by resolution of the Council, when there are "organized" groups (as defined in Subsection B(4) below) of more than four participants or 50 spectators in attendance.

- (2) Any equipment is needed to be installed temporarily on the field, playground, court or facility, including, but not limited to goals, nets and lining of the field of play. No permanent installations of equipment may be made.
- (3) Any field, playground, court or facility will be used for any sport or purpose other than for which it was specifically created.
- (4) The field, playground, court or facility will be used for organized games or activities. Games and/or activities will be considered "organized" if:
 - (a) There is a referee, umpire or other official present; or
 - (b) Teams are part of a league; or
 - (c) Teams have uniforms; or
 - (d) There is a charge for any team, player or participant for participating; or
 - (e) There are trophies, medals or other prizes offered to individuals or teams; or
 - (f) Spectators are invited.
- (5) The game or event is sponsored by a business or organization.
- (6) A person or group elects to reserve a park, field, court, playground or other recreational facility for exclusive use for a specific period of time.
- (7) The field, playground, court or facility will be used for sports or other training, exercise, instruction or other activity conducted by an individual paid to provide said services.

C. Facility use permit application availability and submission dates

- (1) Applications will be accepted year-round in accordance with Subsection L, Priorities of use.
- (2) Maria Gatta Community Park fields are available from ~~February~~ **March 1** through December 1, **subject to field maintenance and as otherwise determined by the Borough.**
- (3) All other fields are available March 15 through November 15, subject to weather and as otherwise determined by the Borough.
- ~~(4) **Tournament requests for weekends require a commitment of both Saturday and Sunday at a minimum of 10 hours per day.**~~
- ~~(5) **The Borough may accept long-term contracts with educational institutions in lieu of permit applications for use of the facilities.**~~

D. Permit application content. The application for requesting use of a facility can be downloaded from the Borough of Oceanport's website or can be obtained from the Borough ~~Clerk~~ during business hours. The application should be submitted or mailed to the Borough **Clerk's Office of Oceanport**, Attn: Facility Use Request, PO Box 370, Oceanport, NJ 07757.

E. Facility use permit application standards. Standards for issuance of a facility use permit by the ~~Borough Clerk~~ **Recreation Coordinator** shall include the following findings:

- (1) That the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the park or facility;
- (2) That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
- (3) That the proposed activity or uses that are reasonably anticipated will not include violence, crime or disorderly conduct;
- (4) That the proposed activity will not entail extraordinary or burdensome expense or police operation by the Borough;
- (5) That the facilities desired have not been reserved for other use at the date and hour requested in the application;

- (6) That the applicant has not had a previous permit revoked and/or has not been found to have violated this article in connection with previous usage.

F. Insurance requirements. Proof of insurance is required with certain facility use permit applications.

- (1) Formal organizations (e.g., Boy Scouts, athletic leagues, AAU teams, travel teams, businesses, athletic camps, etc.) that wish to use municipal facilities must maintain and provide proof of adequate insurance. An original, executed certificate of insurance is required at the time of application. Informal groups, however, are free to use the facilities without insurance coverage, contingent upon the execution of an indemnification and waiver which is more particularly described below. Insurance requirements may also be waived for municipally sponsored or approved meetings or events. Determination as to whether a group is formal or informal will be made by the Recreation ~~Committee~~ Coordinator. Factors will include, but are not limited to, incorporation status, size of membership, frequency of gatherings and existing insurance.
- (2) Those permittees required to have insurance must present satisfactory evidence (an original, executed certificate of insurance) of insurance protection for participants, spectators, coaches and the public. Satisfactory evidence of insurance shall mean commercial general liability insurance, from an insurer licensed to do business in the State of New Jersey, with limits of liability in an amount not less than \$1,000,000, per occurrence and aggregate. The policy must provide coverage for the user's activity at the approved facilities, and shall state such activities on the certificate of insurance. The certificate of insurance shall name the Borough of Oceanport as an additional insured for the duration of the use of the facility(ies).

G. Indemnification and waiver.

- (1) All permittees must sign a waiver in which they agree to waive and relinquish all claims, and causes of action, of every kind which they have or may have against the Borough of Oceanport arising out of the use of the facility(ies) resulting in personal injury and/or property damage. All permittees must acknowledge that they assume all risks in connection with the use of the facility(ies).
- (2) All permittees must indemnify the Borough of Oceanport of any and all liability of loss, and against all claims or actions based upon or arising out of damage or injury (including both) to persons or property caused by or sustained in connection with the applicant's use of the facility(ies), and the defense of any such claims or actions, whether the liability, loss or damage is caused by, or arises out of negligence of the Borough of Oceanport, or any of the agents, employees or otherwise. The user must further agree to reimburse the Borough of Oceanport, its agents, employees or otherwise, for any and all expenses, attorney's fees or costs incurred in the enforcement of this waiver and indemnification.
- (3) The form of waiver and indemnification can be downloaded from the Borough of Oceanport's website or can be obtained from the Borough Clerk during regular business hours.

~~A.H.~~ **~~Returnable deposit. It shall be within the discretion of the Borough Clerk to require that a user provide a returnable deposit of \$200 (check or money order made payable to "Borough of Oceanport"). This deposit will be used to cover any damage to Borough property or cleaning required due to the use of the facility. Permittees will be notified, in writing, by the Borough Clerk if any such charge will be assessed against the deposit. In certain instances, a liability bond may be required by the Borough. That determination will be made on a case-by-case basis. The Recreation Coordinator will notify the permittee in the event the Borough requires said bond.~~**

H.I. Permit application procedure.

- (1) Upon receipt of application, the requested usage will be reviewed by the ~~Field~~ Recreation Coordinator for facility availability and scheduling of activity.
- (2) The applicant will be contacted to advise if approved or not approved.
- (3) If the request is approved, the applicant will also be advised of the usage fees along with payment instructions.
- (4) Upon receipt of payment in full, a permit will be issued by the ~~Borough Clerk~~ Recreation Coordinator to the applicant. Usage fees are not refundable unless deemed otherwise by the Borough.
- (5) All applications shall be reviewed under the standards set forth under Subsection E of this section.

- (6) Appeals regarding the ~~Field Recreation~~ Coordinator's/~~Borough Clerk's~~ decision for approval or disapproval, when disputed, shall be decided by the Municipal Council by way of resolution. Appeals shall be submitted to the Borough Clerk's office for Council decision. The decision of the Borough Council shall be final.

I.J. Permittee obligations and responsibilities.

- (1) A permittee shall be bound by all park rules and regulations and all applicable ordinances fully as though the same were inserted in such permits.
- (2) The person or persons to whom the permit is issued shall be liable for all loss, damage or injury sustained by any person whatever by reason of the negligence of the person or persons to whom such permit shall have been issued. The person or persons to whom the permit is issued shall be responsible for:
 - (a) Ensuring that all participants and spectators adhere to park rules and regulations;
 - (b) Ensuring that the field, court or facility is in safe condition prior to allowing players or participants to proceed and to report unsafe conditions to the ~~Field~~ Recreation Coordinator not later than one day after its use; and
 - (c) Ensuring that upon conclusion of the use, the field, court and/or facility is left in the same condition as it was found, including removal of any equipment, and cleanup and proper disposal of any litter. **A User Maintenance Fee of no less than \$50.00 (fifty) to cover any damage to the field/court, equipment or costs incurred by the Borough to return the field/court to its original condition may be assessed to the permittee. The Recreation Coordinator will notify the permittee and payment is due within twenty-four (24) hours of notification.**

I.K. Permit Cancellation Policy:

- ~~(3)~~(1) **Field closures will be at the discretion of the Borough for reasons such as extreme weather (i.e. lightning, snow or excessive winds) or any other necessary reason. Renters may be given credit on their account to use for a future rental based on availability.**
- ~~(4)~~(2) **Reservations cancelled by permittee will not be refunded. Credits may be applied at the discretion of the Borough based on how much notice was given prior to cancellation, whether the field can be rented again, and if the field is rebooked at the time of cancellations.**

J.L. Revocation of issued permit. The Borough Administrator, Borough Clerk, ~~Field Recreation~~ Coordinator and/or the Borough Council shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance or upon good cause shown. The Borough Administrator, Borough Clerk, ~~Field Recreation~~ Coordinator and/or the Borough Council may also revoke a permit which has been issued upon discovery of a material misrepresentation of fact on the application.

K.M. Priorities of use. Applications for the use of facilities will be scheduled on a first-come-first-served basis **or as determined to be in the best interest of the Borough**. In all instances, priority is given to Oceanport residents. When more than one application is received for the same date(s), the following order of priority shall apply:

- (1) Meetings or events directly sponsored by the Borough Council for municipal purposes, inclusive of the Borough's recreational sports programs via the Borough-approved recreational sports associations.
- (2) Meetings or events directly sponsored by municipal advisory boards and committees.
- (3) Meetings or events directly sponsored by Borough departments for municipal purposes.
- (4) Meetings or events held for the discussion of municipal issues.
- (5) Resident youth recreation activities, leagues or service organizations.
- (6) Resident adult recreation activities, leagues or service organizations.
- (7) Board of Education related activities.

- (8) Nonresident youth recreation activities, leagues or service organizations.
- (9) Nonresident adult recreation activities, leagues or service organizations.
- (10) All other uses.

§ 279-7. Fee schedule.

B.A. Other than those who qualify as exempt or partially exempt as set forth in Subsection B, all groups, organizations, teams, leagues shall be required to pay a fee to use municipal facilities as follow:

- (1) Application review fee: \$20, nonrefundable but will be credited towards any permit fees.
- (2) Facility use fee:
 - (a) Turf fields.

[1] Full field:

- [a] Resident fee: ~~\$100~~ \$175 per hour
- [b] Nonresident fee: ~~\$125~~ \$205 per hour

[2] Half Field:

- [a] Resident fee: ~~\$50~~ \$90 per hour
- [b] Nonresident fee: ~~\$75~~ \$115 per hour

[3] Quarter Field:

- [a] Resident fee: \$45 per hour**
- [b] Nonresident fee: \$65 per hour**

[4] No charge for recognized youth sports organizations and/or school athletic team events.

- (b) Multi-season turf field rentals (8+) will receive a 10% discount on full fee rental and must pay a 20% non-refundable deposit at time of reservation.

(c) **Blackberry Bay Fields:**

[1] Full Field:

- [a] Resident fee: \$100 per hour**
- [b] Nonresident fee: \$150 per hour**

[2] Half Field:

- [a] Resident fee: \$65 per hour**
- [b] Nonresident fee: \$105**

[3] Quarter Field:

- [a] Resident fee: \$35 per hour**
- [b] Nonresident fee: \$50 per hour**

- (d) **All other facility uses:**

[1] Resident fee: ~~\$35~~ \$100 per activity ~~(two-hour minimum increments)~~.

[2] Nonresident fee: ~~\$70~~ \$150 per activity ~~(two-hour minimum increments)~~.

(e) Sport Trainer Use:

[1] Quarter Field:

[a] Resident fee: \$45 per hour

[b] Nonresident fee: \$75 per hour

[c] Sport Trainer Credentials \$200 per year

(e)(f) Pickleball Courts

[a] Resident fee: \$25 per year

[b] Non resident fee: \$50 per year

[c] Daily rate: \$5 per hour

[d] Commercial organization/league/private event/private trainer: \$100 per hour

(f)(g) Tennis Courts

[a] Resident fee: \$25 per year

[b] Nonresident fee: \$50 per year

[c] Daily rate: \$5 per hour

[d] Commercial organization/league/private event/private trainer: \$100 per hour

- (3) Resident team rosters shall consist of a majority Oceanport residents.
- (4) All other teams are to be considered nonresident teams. The determination of whether a team is a resident or nonresident team, when disputed, shall be decided by the Municipal Council and confirmed by way of resolution.
- (5) Sport Trainers must make the reservation and provide a Certificate of Insurance for the dates of rentals. All sports trainers must provide a Safe Sport Certificate from the State of New Jersey.
- (6) Sport Trainers will be provided with yearly credentials which must be worn at all times during use of the fields.
- (7) Use of the pickleball and tennis courts will require a badge to be displayed at all time. The badge will be issued by the Recreation Coordinator upon payment of yearly fee.
- (8) Other undefined uses and their fees shall be set and approved by resolution of the Mayor and Council.

G.B. Borough-approved recreation sports associations.

- (1) Notwithstanding anything to the contrary set forth within the ordinances of the Borough of Oceanport, the Borough of Oceanport hereby recognizes the following entities as "Borough-approved recreation sports associations" and further recognizes that these entities are charged with the responsibility of planning, promoting, organizing and operating specific recreation sports programs on behalf of the Borough, for the benefit of the Borough, its residents and, in certain instances, the residents of neighboring communities:

- (a) Oceanport Soccer Association.
 - (b) Oceanport Basketball Association.
 - ~~(c) Oceanport Roller Hockey Association.~~
 - (d) Oceanport Adult Athletic Association.
 - (e) Oceanport Old Timers Softball Association (teams playing in the Two Rivers Softball League).
 - (f) Shore Youth Lacrosse Association.
 - (g) Shore Regional Little League Baseball and Softball.
- (2) Insofar as these entities operate the Borough of Oceanport's recreation sports programs with the consent and under the aegis of the Borough of Oceanport, these entities and their teams shall be exempt from all fees.

~~D.C.~~ Sports camps sponsored or operated by a Borough-approved recreation sports association shall not be required to pay a fee.

§ 279-8. Security.

Security: All applications for permits for groups of 50 people or more shall be referred to the Chief of Police for review. The Chief of Police shall have the discretion to impose any reasonable conditions related to the public health, safety and welfare on the issuance of the permit, including but not limited to the employment of police officers by the applicant/permittee during the activity for security and/or traffic/parking control.

§ 279-9. Enforcement.

- A. The **Field Recreation** Coordinator ~~and the Borough Clerk~~ and/or their designees shall, in connection with their duties imposed by law, diligently enforce the provisions of this article.
- B. The **Field Recreation** Coordinator ~~and the Borough Clerk~~ and/or their designees shall have the authority to eject from the park area any person or persons acting in violation of this article.
- C. The **Field Recreation** Coordinator ~~and the Borough Clerk~~ and/or their designees shall have the authority to seize and confiscate any property, thing or device in the park or used in violation of this article.
- D. This article shall also be enforced by the Police Department and Code Enforcement Officer of the Borough.

§ 279-10. Violations and penalties.

~~Any person who violates any provision of this article shall, upon conviction thereof, be punished by a fine not exceeding \$500 or by imprisonment in the county jail for a term not exceeding 90 days, or both.~~

Any person, firm, association or corporation violating any section of this chapter shall, upon conviction in the Municipal Court, be subject to a fine of \$500 but not more than \$5,000. Each day after the initial violation shall be considered a new and individual violation.

BE IT FURTHER ORDAINED that all ordinances or parts thereof inconsistent with the provisions of this article are hereby repealed as to such inconsistency.

BE IT FURTHER ORDAINED this amending ordinance shall become effective upon due passage and publication according to law.

APPROVED ON FIRST READING

DATED: August 17, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: September 21, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.**JOHN F. COFFEY, II****Mayor**

**RESOLUTION OF THE BOROUGH OF OCEANPORT
CONFIRMING APPOINTMENTS OF SPECIAL LAW ENFORCEMENT OFFICER VACANCIES IN THE
OCEANPORT POLICE DEPARTMENT**

Resolution #2023-221
09/21/23

WHEREAS, Police Chief Michael Kelly has recommended the filling of a Class III Special Law Enforcement Officer (SLEO) position pursuant with the Agreement between the Borough of Oceanport and the Oceanport Board of Education and also recommends the filling of two (2) vacancies for Class II Special Law Enforcement Officers by correspondence dated September 13, 2023; and

WHEREAS, Mayor Coffey, having considered the Chief's recommendation, believes it to be in the best interest of the Borough recommends the appointments of James Gomez as the Class III SLEO and Shane Carroll and Aydem Miles as the Class II SLEOs to the Oceanport Police Department; and

WHEREAS, the Borough Council having considered same, believe it in the best interest of the Borough to confirm the appointments,

NOW, THEREFORE, BE IT RESOLVED, that appointments of James Gomez as Class III SLEO and Shane Carroll and Aydem Miles as Class II SLEOs are hereby confirmed at an hourly rate in accordance with the salary ordinance effective September 21, 2023.

BE IT FURTHER RESOLVED, that a certified true copy of the within Resolution be furnished to the Chief of Police of the Borough of Oceanport, the Chief Financial Officer, the Borough Attorney, and the Oceanport PBA Representative.

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

Michael R. Fagliarone
Lieutenant



POLICE DEPARTMENT
930 OCEANPORT WAY, OCEANPORT, NEW JERSEY 07757

732.222.6300
Main

732.222.6301 ext 1015
Records

732.222.0945
Fax

To: Mayor Jay Coffey, Councilman Bryan Keeshen

From: Kelly, Michael P. Chief of Police
Captain Michael Chenoweth, Lt. Michael Fagliarone, Donna Phelps, Borough Administrator,
cc: Jeanne Smith, Oceanport Borough Clerk

Date: September 13, 2023

Re: Selection and hiring of Class II Special Officer, Class III Special Officer

Following a discussion with the Police command Staff, the Mayor, and the Public Safety Committee to progress in hiring for Class II Special Officers, as well as an agreement between the Borough and the Oceanport board of Education to hire a Class III Special Officer, an initial application process was initiated. During this process the Department received 3 applications for Class II position and 2 applicants for Class III position. Primary and secondary interviews with the Police Command Staff and Chief of Police, along with background investigations completed by the Detective Bureau, the Police Interview Committee, Command Staff, and I have decided, and recommend, that the following applicant(s) be appointed by the Oceanport Borough Council members as Class II Special Law Enforcement officers for the Oceanport Police Department:

- Shane Carroll, who resides in West Long Branch and grew up in Oceanport.
- Aydem Miles, who resides and Ocean Twp and was working as a Class II for the Long Branch Police

Primary and secondary interviews with the Police Command Staff and Chief of Police, along with background investigations completed by the Detective Bureau, the Police Interview Committee, Command Staff, and I have decided, and recommend, that the following applicant(s) be appointed by the Oceanport Borough Council members as Class III Special Law Enforcement officers for the Oceanport Police Department and working in conjunction with the Oceanport Borad of Education:

- James Gomez, who is a retired police officer from the West Long Branch Police and has worked for 2 years as a security officer at Wolf Hill School.

We respectfully ask that the process for a resolution and any other administrative processes be expedited so that we can begin our Internal Training, medical and psychological clearance, drug testing and Field Training so the officers will be ready for their patrol duties and for the Class III officer to be ready to work in the Oceanport Schools.

Should you have any questions please let me know.

Thank You.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ACKNOWLEDGING THE RETIREMENT OF MARGARET HERCHAKOWSKI**

**Resolution #2023-222
09/21/23**

WHEREAS, the Borough has received notice of retirement dated September 13, 2023 from Margaret Herchakowski who has served the Borough as a Technical Assistant to the Construction Official during her 17 years of service for the Borough of Oceanport; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Oceanport acknowledges the retirement of Margaret Herchakowski, effective October 1, 2023 and extends their congratulations as well as appreciation and thanks for more than 16 years of service and commitment to the Borough of Oceanport, our community and residents and wishes her well in her next endeavors.

BE IT FURTHER RESOLVED that Mrs. Herchakowski, having a minimum of 10 years of service, shall remain on the Borough's health insurance plan for a period of 12 months subject to continuing employee contributions in accordance with law.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following: Borough Administrator, Police Chief, Borough Clerk and Borough Attorney.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AMENDING THE COMPENSATION OF CERTAIN OFFICIALS AND EMPLOYEES OF THE BOROUGH OF
OCEANPORT FOR 2023**

Resolution #2023-223
09/21/23

WHEREAS, pursuant to N.J.S.A. 40A:9-165, the Borough must set salaries for non-contractual officers and employees, statutory employees and elected officials not directly subject to duly adopted collective bargaining agreements by separate ordinance; and

WHEREAS, the Mayor and Council of the Borough of Oceanport adopted an Ordinance entitled "An Ordinance to Fix and Determine the Salaries of Certain Borough Officials" passed and approved on March 16, 1939, and as subsequently amended; and

WHEREAS, said Ordinance provides certain salary ranges for the positions set forth; and

WHEREAS, the Finance and Administration Committee has made recommendations for the specific salaries for current employees and for the calendar year 2023.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Oceanport hereby authorizes the Borough Administrator to implement the following titles and salaries for the calendar year 2023 as appropriate.

BE IT FURTHER RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that the Borough Clerk is hereby directed to forward a copy of this Resolution to the Chief Financial Officer, Borough Administrator and Payroll Clerk.

SECTION 1. Administration & Finance

Borough Administrator	2023	
	Donna Phelps	\$106,806.94

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

Chief Financial Officer	Catherine LaPorta	\$ 92,600.00
Tax Assessor	John Butow	\$ 50,000.00
Tax Collector	Jason Sutton	\$ 46,867.21
Borough Clerk	Jeanne Smith	\$ 84,355.25

SECTION 3. Department of Public Works

Superintendent	Steven Briskey	\$ 65,000.00
Assistant Foreman	Jorge Segura	\$ 53,615.63
Laborer 1	Michael Natale	\$ 43,403.13
Laborer 1	Juan Merino	\$ 43,403.13
Laborer 1	Jaret Castro-Valverde	\$ 35,000.00
Laborer 1	Adam J. Fioretti	\$ 39,000.00
Labor – Hourly	Wes Sherman	\$ 25.00/hr \$25.53/hr
Labor – Hourly	John Carroll	\$ 25.00/hr \$25.53/hr
Labor – Hourly	Demetrio Zarate	\$ 25.00/hr \$25.00/hr
Labor – Hourly	Robert Berg	\$ 17.00/hr
Labor – Hourly	Adam J. Fioretti	\$ 0.00/hr \$25.00/hr
Labor – Seasonal	Frank Segura	\$ 20.00/hr
Labor – Seasonal	Shane Carroll	\$ 20.00/hr

SECTION 4. Municipal Court

Municipal Court Judge	John Patti	\$ 20,500.68
Municipal Prosecutor	James Butler	\$ 13,297.74
Court Administrator	Carol Smith	\$ 80,189.68
Deputy Court Administrator	Patricia White	\$ 75.00/call out
Administrative Assistant	Michelle Smallze	\$ 30.00/hr
Administrative Assistant	Theresa Kreuger	\$ 30.00/hr
Administrative Assistant	Nikki Morris	\$ 18.00/hr

Public Defender		David Gardener	\$200.00/Defendant	
Public Defender	<u>Kevin Moriarty</u>	Robert Holden	\$200.00/Defendant	
SECTION 5. Recreation and Education.				
Recreation Coordinator, FT		Katherine Lynch	\$ 60,000.00	
Recreation Coordinator, PT		Joanne Hunt	\$ 14,343.86	
Library Aide		Arlene Welch	\$ 14.13/hr.	
SECTION 6. Planning & Development				
Planning Board Secretary		Jeanne Smith	\$ 17,835.60	
Construction Official		Django Wiegers	\$ 25,500.00	
Building Sub Code Official		Django Wiegers	\$ 25,500.00	
Electrical Sub Code Official		James McCormick	\$ 22,500.00	
Electrical Inspector		Mario Fanelli	\$ 47.00/hr	
<u>Electrical Inspector</u>		<u>Bruce Fenton</u>	<u>\$ 47.00/hr</u>	
Fire Sub Code		Django Wiegers	\$ 12,659.38	
Plumbing Sub Code Official		John Palmer	\$ 22,500.00	
Plumbing Inspector		Michael Verange	\$ 47.00/hr	
Technical Assistant to Construction Official		Carolyn Eckart	\$ 69,877.75	
Technical Assistant to Construction Official		Peggy Herchakowski	\$ 50,000.00	
Housing Inspector		Timothy Griffin	\$ 8,170.00	
Code Enforcement Officer		Timothy Griffin	\$ 10,212.50	
Zoning Officer		Jeanne Smith	\$ 6,867.91	
SECTION 7. Board of Health				
Registrar		Jason Sutton	\$ 1,939.25	
Deputy Registrar		Catherine LaPorta	\$ 553.85	
Secretary		Jason Sutton	\$ 592.86	
SECTION 8. Emergency Management				
Emergency Management Coordinator		Mauro Baldanza	\$ 6,127.50	
SECTION 9. Clerical				
Administrative Assistant, Clerk's office		Kim Parent	\$ 23.02/hr	
Administrative Assistant, Clerk's office		Kelle Burrough	\$ 20.43/hr	
Administrative Assistant, Construction		Jessica Fornarotto	\$ 47,189.09	
Administrative Assistant, Finance		Renee Dalton	\$ 20.43/hr	
Administrative Assistant, Zoning		Carolyn Eckart	\$ 6,867.91	
Administrative Assistant, Public Works/ <u>Borough Administrator</u>		Kelly O'Toole	\$ 20.43	<u>\$ 36,400.00</u>
SECTION 10. Public Safety				
Chief of Police, Contractual		Michael Kelly	\$154,754.14	
Administrative Assistant, PD Records Clerk		Analís Nunez	\$ 52,083.75	
<u>Class III Special Law Enforcement Officer</u>		<u>James Gomez</u>	<u>\$ 30.00/hr</u>	
Class II Special Law Enforcement Officer		<u>Shane Carroll</u>	<u>\$ 17.50/hr</u>	
<u>Class II Special Law Enforcement Officer</u>		<u>Aydem Miles</u>	<u>\$ 17.50/hr</u>	
Class I Special Law Enforcement Officer		Thomas Pullaro	\$ 15.00/hr	
School Crossing Guards, each (8)			\$ 9,700.00	
SECTION 12. Fire Prevention Bureau				
Fire Official		Timothy Griffin	\$ 25,531.25	
SECTION 13. Elected Officials				
Mayor			\$ 0.00	
Councilpersons Elected Post 2006 (5)			\$ 0.00	
Councilpersons Elected Pre-2006 (1)			\$ 1,500.00	

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION, SEPTEMBER 4, 2023**

**Resolution #2023-224
09/21/23**

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 **September 4, 2023**.
- 2.) The general nature of the subjects to be discussed at said closed meeting shall be related to

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

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

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