



BOROUGH OF OCEANPORT MAYOR & COUNCIL WORKSHOP • AGENDA

Clement V. Sommers Municipal Building
910 Oceanport Way, Oceanport, NJ 07757

FEBRUARY 6, 2025 at 7:00 PM

1. **Meeting Called to Order**
2. **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, 2025 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 the Borough's Website.
3. **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.
4. **Roll Call**
5. **Public Comment - Action Items Only**
6. **Consent Agenda**
 - # Resolution #2025-55A - Resolution Authorizing Payment of Bill List
 - # Bill List
 - # Resolution #2025-55 - Authorizing Special Events Permit for Beacon Events LLC
 - # Fort Monmouth 5K
 - # Resolution #2025-56 - Extending Budget and AFS Deadline
 - # Resolution #2025-57 - Amending 2025 Borough Officials
 - # Resolution #2025-58 - Accepting the Resignation of Michelle Mastromonica
 - # Resolution #2025-59 - Authorizing an Interlocal Agreement for Fire Services
 - # Fire Service Agreement
 - # Resolution #2025-60 - Authorizing an Interlocal Agreement for School Resource Officer
 - # SRO Shared Services Agreement
 - # Resolution #2025-61 - Increasing the Temporary Budget
 - # Resolution #2025-62 - Appointing Shane Carroll a Permanent Police Officer

- # Resolution #2025-63 - Appointing Matthew Kozak a Permanent Police Officer
- # Resolution #2025-64 - Appointing Acacia Financial Group, Inc.
- # Acacia Agreement
- # Resolution #2025-65 - Appointing Val Grigorian Administrative Assistant - Finance Department
- # Resolution #2025-66 - Accepting the Resignation of Ayden Miles
- # Resolution #2025-67 - Approving Change Order #2 with Yannuzzi Group, Inc.
- # Yannuzzi Group Change Order #2
- # Resolution #2025-68 - Approving Change Order #2 with Colliers
- # Resolution #2025-69 - Authorizing Tax Sale Certification Block 93 Lot 10
- # Resolution #2025-70 - Authorizing Redemption of Tax Sale Certificate Block 125 Lot 7.02
- # Resolution #2025-71 - Accepting Receipt of Tax Collectors Annual Statement
- # Resolution #2025-72 - Authorizing Shared Service with Monmouth Beach of Leaf Compost Facility
- # Resolution #2025-73 - Granting Waiver and Authorizing Street Opening Permit
- # Resolution #2025-74 - Authorizing Change Order #1 to 2023 Road Program Contract with Meco, Inc.
- # 2023 Road Program Meco Change Order
- # Resolution #2025-75 - Appointing Two Members to the Historical Committee

7. Ordinance - Introduction and First Reading

- # Ordinance #1104 - Setting Forth and Amending the Salary Ranges of Certain Borough Officers and Employees

8. Clerk's Report

9. CFO's Report

10. Administrator's Report

11. New Business

- # Discussion Regarding Bulkhead Replacement at 47 Wardell Circle
- # Discussion Regarding a Donation of a Fire Truck to Monmouth Park
- # Discussion of Proposed Shade Tree Ordinance
- # Shade Tree Ordinance

12. Mayor Tvrdik's Report

13. Public Comments

14. **Adjournment**

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR FEBRUARY 6, 2025**

Resolution #2025-55A

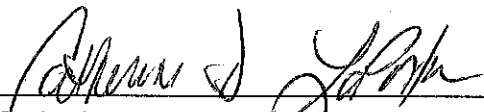
02/06/2025

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of February 6, 2025.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$3,975,563.76.

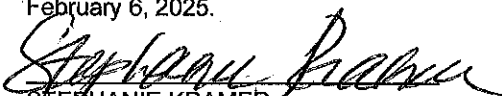
CERTIFICATION OF FUNDS

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.


Catherine D. LaPorta, CFO

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(a)
Salnick	()	()	()	(a)
Cooper	(x)	()	()	()
Tvrlik	()	()	()	()

I certify this to be a true copy of Resolution #2025-87 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**BOROUGH OF OCEANPORT
BILL LIST**

02/06/2025

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$171,795.89 PR #2
PAYROLL ACCOUNT	\$180,595.24 PR #3
DCRP	\$391.17
MANUAL CHECKS	
Oceanport BOE	\$1,158,098.08
Shore BOE	\$319,644.77
Leaf	\$172.97
Extra Storage	\$222.00
Garden State Preservation Trust	\$7,688.90
NJIB - Environmental Trust Loan	\$384,251.59
PERS Retro Bill 09/04/24	\$2,932.65
GRANT FUND	\$21,024.43
CAPITAL TRUST TOTAL	\$176,324.25
DOG REGISTRY TOTAL	\$307.80
OPEN SPACE TRUST TOTAL	\$3,074.58
SUI	\$0.00
UCC TRUST	\$0.00
TRUST OTHER TOTAL	\$772.46
ESCROW TRUST TOTAL	\$18,362.47
NON BUDGETARY	\$1,347,983.64
2024 VOUCHERS PAID THIS MEETING	\$111,355.33
2025 VOUCHERS PAID THIS MEETING	\$70,565.54
TOTAL	\$3,975,563.76

I CERTIFY THAT THE ABOVE ITEMS ARE TRUE AND CORRECT AS PRESENTED

Donna M. Phelps

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
Current Fund			
1012 - ALL HANDS FIRE EQUIPMENT, LLC	PO 18421 FLASHLIGHTS - LS AMBULANCE	819.99	
	PO 18495 EFLARES KIT & ACCESARIES	516.64	1,336.63
1658 - AMAZON CAPITAL SERVICES, INC	PO 18612 RED CHRISTMAS BOWS	395.91	
	PO 18888 OFFICE SUPPLIES - PD	156.38	
	PO 18914 ADMIN - SUPPLIES	473.97	
	PO 18946 CLERK SUPPLIES	333.05	
	PO 18962 WATER COOLER - DPW	119.99	1,479.30
1740 - APPLIED CONCEPTS, INC	PO 18887 STALKER RADIO UNIT #14	3,060.00	3,060.00
1001 - AR COMMUNICATIONS	PO 16845 RADIO - NEW AMBULANCE	800.00	800.00
2241 - ATHLETES' ALLEY	PO 18577 Sweat shirts for Recreation committee	321.00	321.00
1795 - ATLANTIC PRINTING & DESIGN	PO 18959 2025 Boat Ramps and Decals	328.12	328.12
1023 - ATLANTIC PRINTING&GRAPHICS LLC	PO 19096 DEC/JAN BULLETIN	1,428.00	1,428.00
1972 - AUTOMATED BUILDING CONTROLS	PO 18635 INSTALL 2 SWITCHES IN HEATING UNITS SEE	768.01	
	PO 18826 REPAIRS- BOROUGH HALL	790.59	
	PO 18827 TROUBLESHOOT NO HEAT BOROUGH HALL	371.25	
	PO 18828 SERVICE CALL AT POLICE DEPT	342.23	
	PO 18829 REPAIRS/DIAGNOSTICS POLICE DEPT	412.50	2,684.58
1029 - BEATRIZ C CRANEY	PO 18801 INTERPRETING SERVICES - DEC 2024	750.00	750.00
2045 - BIRDS BEWARE, INC	PO 18399 GEESE CONTROL SERVICES FOR BORO PROPERTI	68.81	68.81
1516 - CANON FINANCIAL SERVICES, INC	PO 18892 PD COPIER SERVICE - DEC 2024	66.89	66.89
2233 - CIVICPLUS	PO 18505 Boards&Committees Management Module	1,375.00	1,375.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 18913 FMERA STORMWATER INFRASTRUCTURE STUDY -	7,433.86	
	PO 18961 2024 ROAD PROGRAM - (RESOLUTION #2024-1	3,789.00	
	PO 19036 BID SPEC PREP - GARBAGE/RECYCLING - 12/0	7,540.00	18,762.86
2102 - DCH FORD OF EATONTOWN	PO 18830 SERVICE #56 AMBULANCE	405.60	
	PO 19012 REPAIRS AND SERVICE #112 BORO CAR	264.98	670.58
1453 - DONNA PHELPS	PO 18886 4 PORT HUB - REIMBURSEMENT	24.99	24.99
1094 - ENFORSYS POLICE SYSTEMS, INC	PO 18923 Enforsys Storage Data	3,000.00	3,000.00
1767 - EVERON, LLC (90-0008456)	PO 18987 FIRE MONITORING - 01/01-26/25	68.13	68.13
2291 - FCR TL HOLDINGS LLC	PO 19088 CERTIFICATE 24-00002 RESOLUTION #2025-38	39,836.15	39,836.15
1116 - GANNETT NEW YORK/NEW JERSEY LOCALiQ	PO 18847 Legal Notices	178.74	
	PO 19030 NOTICE TO BIDDERS	114.20	292.94
2209 - GARDEN STATE BOBCAT, INC.	PO 17038 PLATE COMPACTOR (TAMPER)	2,182.50	2,182.50
2060 - GARDEN STATE ROOFING & SIDING, INC	PO 18722 ESTIMATE TO PATCH DPW SHOP ROOF LEAKS	9,500.00	9,500.00
1121 - GARY GRIMES	PO 18907 DEPARTMENT PHOTOS - REIMBURSEMENT	375.00	375.00
1652 - GOLD TYPE BUSINESS MACHINE	PO 17793 Speaker/Microphone & Short Antennas for	826.29	826.29
1941 - GOTO TECHNOLOGIES USA, INC	PO 18921 MONTHLY SERVICES - 01/21-02/20/25	199.00	199.00
1506 - GRANICUS, LLC	PO 18981 AGENDA & MINUTE SOFTWARE - FEB205	466.25	
	PO 18982 AGENDA & MINUTE SOFTWARE - JAN 205	466.25	932.50
1889 - GREAT AMERICA FINANCIAL SERVICES	PO 18891 MONTHLY RENTAL	159.00	159.00
1203 - HACKENSACK MERIDIAN WORKS	PO 18719 Blanket for Physicals New Hires	1,156.00	1,156.00
1834 - HALF MOON IMPRINTS, LLC	PO 18711 FIRE BUREAU UNIFORMS	425.00	425.00
1141 - HOFFMAN RADIO NETWORK, LLC	PO 18748 FIRST AID - PAGERS	7,735.50	7,735.50
1143 - I.D.M. MEDICAL SUPPLY INC	PO 18820 FAS OXYGEN - DEC 2024	265.02	265.02
1649 - INTRON TECHNOLOGY, LLC	PO 19091 MONTHLY MANAGED PHONE SERVICES - DECEMBE	1,474.82	1,474.82
2280 - ISLAND TECH SERVICES	PO 18468 DOCKING STATION - NEW TRUCK	800.00	800.00
2295 - JENNIFER ELIZABETH MORRIS	PO 18915 REORG PHOTOGRAPHER	300.00	300.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 19098 200-000-957-015 - 11/29-12/30/24	609.79	
	PO 19100 200-000-956-009 - 12/02/24-01/01/25	1,090.53	1,700.32
1158 - JOHN'S AUTO & TRUCK REPAIR LLC	PO 18877 BRAKES 38-57	1,297.24	
	PO 18894 RIG MAINTENANCE - SERVICE	579.60	1,876.84
1159 - JOSEPH FAZZIO - WALL LLC	PO 18605 PARTS FOR TRAILER	673.56	673.56
2032 - KEVIN MORIARTY	PO 18787 PUBLIC DEFENDER	200.00	200.00
1476 - KING SECURITY	PO 18893 PAP ALARM MONITORING - 02/01-07/31/25	384.00	384.00
1672 - Kyle + McManus Associates LLC	PO 18942 AFFORDABLE HOUSING	375.00	375.00
1182 - LAURA McCRAE	PO 18997 BULLETIN - DEC 2024 & JAN 2025	475.00	475.00
1814 - LEAF	PO 19103 COPIERS	223.01	223.01
2040 - MECO, INC	PO 19043 2023 ROAD PROGRAM (SIDEWALKS)	134,193.09	134,193.09
2166 - MONMOUTH & OCEAN COUNTIES TAX COLLECTOR'	PO 19047 LAPORTA MEMBERSHIP	80.00	80.00
1219 - MONMOUTH COUNTY POLICE CHIEFS	PO 18911 CHIEF'S DUES	250.00	

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 18912 RAPID DEPLOYMENT FORCE	500.00	750.00
	PO 17698 FLEET SERVICES	5,536.20	
	PO 19014 SALT	1,327.50	
	PO 19015 BLANKET 18655 DRAWDOWN FOR SALT 12/24/2	953.26	
	PO 19016 REPAIRS FOR BOROUGH VEHICLES	1,394.27	9,211.23
	PO 18749 BULK PICK UP - DECEMBER	764.91	764.91
1538 - MONMOUTH COUNTY TREASURER	PO 18950 COUNTY OPEN SPACE TAXES - 1ST QRT 2025	131,753.43	
1222 - MONMOUTH COUNTY TREASURER	PO 18951 COUNTY HEALTH TAXES - 1ST QRT 2025	16,822.16	
	PO 18952 COUNTY LIBRARY TAXES - 1ST QRT 2025	60,907.94	
	PO 18953 COUNTY TAXES DUE - 1ST QRT 2025	895,350.13	1,104,833.66
1226 - MONMOUTH COUNTY TREASURER	PO 18966 ADDED & OMITTED OPEN SPACE TAX - FEB 202	6,864.39	
	PO 18967 ADDED & OMITTED HEALTH TAX - FEB 2025	980.63	
	PO 18968 ADDED & OMITTED LIBRARY TAX - FEB 2025	3,206.19	
	PO 18969 ADDED & OMITTED COUNTY TAX - FEB 2025	47,353.58	58,404.79
	PO 18865 RADIO - CHARGER & CABLE	753.51	753.51
1678 - MOTOROLA WIRELESS	PO 18832 SUPPLIES + MATERIALS	463.57	463.57
1241 - NAPA AUTO PARTS (#15456)	PO 18956 PORT AU PECK FIRE HOUSE - 12/12/24-01/13	201.86	
1245 - NJ AMERICAN WATER CO	PO 18957 BLACKBERRY BAY - 12/12/24-01/13/25	77.09	
	PO 18958 OLD WHARF - 12/12/24-01/13/25	66.85	
	PO 19000 OLD WHARF #2 - 12/12/24-01/13/25	22.65	
	PO 19001 MUNICIPAL COMPLEX #2 - 12/12/24-01/13/25	212.11	
	PO 19002 MUNICIPAL COMPLEX #1 - 12/12/24-01/13/25	457.85	
	PO 19003 CHARLES PARK - 12/12/24-01/13/25	22.65	
	PO 19004 OLD WHARF #1 - 12/12/24-01/13/25	181.38	1,242.44
	PO 19005 LIBRARY - 12/12/24-01/13/25	22.65	
	PO 19006 24 PORT AU PECK - 12/12/24-01/13/25	181.38	204.03
	PO 19007 380 PORT AU PECK 2 - 12/12/24-01/13/25	22.65	
1245 - NJ AMERICAN WATER CO	PO 19097 FIRE - 12/12/24-01/13/25	277.40	300.05
	PO 19046 2025 MEMBERSHIP DUES	710.00	710.00
1248 - NJ LEAGUE OF MUNICIPALITIES	PO 18974 433 MYRTLE - 12/16/24-01/15/25	1,035.43	
1251 - NJ NATURAL GAS CO	PO 18975 FAS UTILITIES - 12/16/24-01/15/25	787.37	
	PO 18976 315 E. MAIN - 12/16/24-01/15/25	392.63	
	PO 18977 21 MAIN - 12/16/24-01/15/25	933.85	
	PO 18978 LIBRARY - 12/13/24-01/14/25	397.34	3,546.62
	PO 18849 REFUND - OVERPAYMENT	9,675.80	9,675.80
2292 - OCEANPORT CREEK, LLC	PO 18909 LEADERSHIP CLASS	538.20	538.20
2160 - PANGARO TRAINING & MANAGEMENT	PO 18954 GENERAL LEGAL - DEC 2024	2,978.82	2,978.82
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 16844 REMOVE AND REINSTALL POWERLOAD	675.00	
	PO 18614 MAPBOX	475.00	1,150.00
1938 - PRIMEPOINT, LLC	PO 19089 PAYROLL SERVICES- 1/10,1/17,1/31/25	1,099.85	1,099.85
1286 - PRO JANITORIAL SERVICES, LLC	PO 18983 CLEANING SERVICES - JAN 2025	3,000.00	3,000.00
2130 - REARDON ANDERSON, LLC	PO 18874 CIVIL LITIGATION	1,085.00	1,085.00
2051 - ROBERT BERG	PO 18925 REIMBURSEMENT FOR 2 TITLES AND REGISTRAT	120.00	120.00
2296 - ROBERT R. STAIR	PO 18990 REFUND OVERPAYMENT - VETERAN EXEMPTION	907.40	907.40
1315 - SEABOARD WELDING SUPPLY, INC.	PO 18834 MONTHLY RENTAL CYLINDER OXYGEN, ARGON	40.25	40.25
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 18835 DPW PRINTER CHARGES	64.63	
	PO 19010 BLANKET 19832 DRAWDOWN FOR DPW MONTHLY P	63.62	128.25
	PO 19038 2025 STUDENT TRANSPORT - FEB	4,397.90	
1322 - SHORE REGIONAL BOARD OF ED	PO 19053 2025 STUDENT TRANSPORT - JAN	4,397.90	8,795.80
	PO 18813 SUPPLIES	229.46	
1325 - SHREWSBURY AUTO PARTS	PO 18814 SUPPLIES	494.32	723.78
	PO 18449 SUPPLIES	9.19	9.19
1326 - SIPS PAINT & HARDWARE	PO 18578 VERTICAL FILING CABINET	216.29	216.29
1602 - STAPLES	PO 18466 OEM TRAILER	2,613.51	
1593 - STEPHAN L GREEN TRAILERS	PO 18466 OEM TRAILER	7,386.49	10,000.00
	PO 18507 MOWER PARTS	619.39	
1335 - STORR TRACTOR COMPANY, INC	PO 18508 LANDSCAPE EQUIPMENT: NJ APS #65MCESCCPS,	4,541.33	5,160.72
	PO 18895 COLLECTION -jan 2025	36,000.00	
	PO 18899 DISPOSAL FEE - dec 2024	26,106.28	62,106.28
2258 - TARDIO PLUMBING. LLC	PO 18836 REPAIRS AT BORO HALL & OLD WHARF,	1,100.00	1,100.00
1348 - THE HOME DEPOT	PO 18970 QUOTE FOR SAKRETE ALL WEATHER BLACK TOP	918.80	918.80
1348 - THE HOME DEPOT	PO 19008 BLANKET 18929 DRAWDOWN FOR SUPPLIES	404.10	404.10
1580 - THE TWO RIVER TIMES	PO 19032 PUBLIC NOTICES	44.95	

List of Bills - (All Funds)

Vendor	Description	Payment	Check	Total
	PO 19033 PB NOTICE	20.46		
	PO 19034 NOTICE - ANNUAL MEETING SCHEDULE	37.20		102.61
1369 - TRIUS, INC	PO 17819 TRUCK SUPPLIES	86.00		86.00
1372 - TRYSTONE CAPITAL ASSETS	PO 19107 CERTIFICATE 24-00009, RESOLUTION 2025-39	132.75		132.75
1373 - TWO RIVER WATER RECLAMATION	PO 18878 BLACKBERRY BAY - 1ST 2025	100.00		
	PO 18879 LIBRARY - 1ST QTR 2025	100.00		
	PO 18880 OLD WHARF HOUSE - 1ST 2025	100.00		
	PO 18881 PORT AU PECK FIRE HOUSE - 1ST QTR 2025	100.00		
	PO 18882 BORO HALL - 1ST QTR 2025	100.00		
	PO 18883 POLICE - 1ST QTR - 2025	100.00		600.00
2061 - UGI ENERGY SERVICES, LLC	PO 18941 FAS UTILITIES - 11/12-12/16/24	246.41		246.41
2268 - VAN WICKLE AUTO SUPPLY, INC	PO 18251 QUOTE FOR ALTERNATOR FOR RUMSON AMBULANC	256.81		
	PO 18252 QUOTE FOR ALTERNATORS FOR AMBULANCES	739.90		
	PO 18316 NEW ALTERNATOR	739.90		1,736.61
1387 - VERIZON	PO 18890 OLD WHARF HOUSE FIRE MONITORING - 01/8-0	118.54		
	PO 18897 LIBRARY PHONE - 01/07-02/06/25	266.76		
	PO 18949 910 OCEANPORT WAY INTERNET - 01/13-02/12	149.00		
	PO 18995 910 OCEANPORT WAY FIRE MONITORING - 01/1	201.63		
	PO 19041 POLICE FIOS - 1/24/25-2/25/25	325.89		1,061.82
1388 - VERIZON WIRELESS	PO 18898 DPW - 01/02-02/01/25	81.35		
	PO 18900 FIRE BUREAU WIRELESS - 01/02-02/01/25	28.85		
	PO 19040 POLICE WIRELESS - 1/24/25-2/23/25	704.67		814.87
1558 - Verizon Wireless	PO 18902 FIRE WIRELESS - 01/02-02/01/25	120.15		120.15
1559 - Verizon Wireless	PO 18918 UCC/CLERK WIRELESS - 01/02-02/01/25	106.92		106.92
1392 - W.B. MASON CO, INC	PO 18704 SUPPLES - ADMIN, BLDG, CLERK, COURT, POL	734.97		734.97
2188 - YANNUZZI GROUP	PO 19009 ASBESTOS ABATEMENT 550/551	10,977.06		10,977.06
Capital Fund				
2040 - MECO, INC	PO 18980 OLD WHARF PARKING LOT	176,324.25		176,324.25
DOG TRUST FUND				
2170 - DR MICHELLE HERNANDEZ	PO 18919 RABIES CLINIC 2025	300.00		300.00
1367 - TREASURER:STATE OF NJ HEALTH	PO 18917 NOV DOG REPORT	1.20		
	PO 18955 DOG REPORT - DECEMBER	6.60		7.80
OPEN SPACE TRUST				
2045 - BIRDS BEWARE, INC	PO 18399 GEESE CONTROL SERVICES FOR BORO PROPERTI	1,306.19		1,306.19
1625 - DOG WASTE DEPOT	PO 18938 QUOTE FOR DOG BAGS + NEW LOCKS FOR STATI	307.74		307.74
1153 - JERSEY CENTRAL POWER & LIGHT	PO 18947 280 PORT AU PECK - DEC 2024	678.61		678.61
1485 - NJ GRAVEL AND SAND CO.	PO 18403 MATERIALS FOR PARKS AND FIELDS	232.00		
	PO 18404 MATERIALS FOR PARKS AND FIELDS	232.00		464.00
1362 - TREASURER: STATE OF NJ	PO 19048 WATER ALLOCATION	240.00		240.00
1388 - VERIZON WIRELESS	PO 18901 BBB & OLD WHARF - 01/02-02/01/25	78.04		78.04
UCC Trust				
1814 - LEAF	PO 19103 COPIERS	223.00		223.00
2034 - NJAPZA TREASURER	PO 19087 2025 MEMBERSHIP- ECKART	120.00		120.00
1559 - Verizon Wireless	PO 18918 UCC/CLERK WIRELESS - 01/02-02/01/25	326.28		326.28
1392 - W.B. MASON CO, INC	PO 18704 SUPPLES - ADMIN, BLDG, CLERK, COURT, POL	103.18		103.18
DEVELOPERS ESCROW TRUST				
1720 - CGP&H	PO 18792 HOUSING REHABILITATION SERVICES - 11/30/	312.47		
	PO 18793 ADM AGENT FOR AFFORDAGLE HOUSING - NOV 2	435.00		747.47
1807 - COLLIERS ENGINEERING & DESIGN	PO 18948 PLOT PLAN REVIEW - CATALOG #7764520001	125.00		
	PO 19059 PB Engineering	277.50		
	PO 19060 PB Engineering	185.00		
	PO 19062 PB Engineering	138.75		
	PO 19063 PB Engineering	185.00		
	PO 19064 PB Engineering	75.00		
	PO 19065 PB Engineering	83.75		
	PO 19066 PB Engineering	297.50		1,367.50
1807 - COLLIERS ENGINEERING & DESIGN	PO 19067 PB Engineering	323.75		
	PO 19068 PB Engineering	92.50		416.25

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
1807 - COLLIERS ENGINEERING & DESIGN	PO 19069 PB Engineering	1,850.00	
	PO 19070 PB Engineering	370.00	
	PO 19071 PB Engineering	277.50	
	PO 19072 PB Engineering	247.50	
	PO 19073 PB Engineering	293.75	
	PO 19074 PB Engineering	138.75	
	PO 19075 PB Engineering	4,450.00	
	PO 19076 PB Engineering	3,058.75	10,686.25
1499 - KEVIN E KENNEDY, ESQ	PO 19079 PB LEGAL	3,075.00	
	PO 19080 PB LEGAL	765.00	
	PO 19081 PB Legal	195.00	
	PO 19083 PB LEGAL	900.00	
	PO 19084 PB Legal	210.00	5,145.00
TOTAL			1,749,770.50

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	1,529,904.51
01-106-04-000-016	PRIOR YEAR TAXES			10,583.20	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	1,473.31			
01-201-20-120-200	MUNICIPAL CLERK OE	3,578.33			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	871.19			
01-201-20-155-200	LEGAL SERVICES OE	1,085.00			
01-201-21-181-205	PLANNER SERVICES & FEES	375.00			
01-201-25-240-200	POLICE OE	8,651.14			
01-201-25-260-200	FIRST AID ORGANIZATION OE	1,297.24			
01-201-25-265-200	FIRE DEPARTMENT OE	120.15			
01-201-25-265-400	FIRE BUREAU OE	28.85			
01-201-26-300-271	REPAIRS	264.98			
01-201-26-300-273	SUPPLIES	201.35			
01-201-26-300-277	BITUMINOUS CONCRETE	918.80			
01-201-26-300-282	SALT & SAND	1,327.50			
01-201-26-300-289	STREETS & ROADS OFFICE SUPPLIES	63.62			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	28,500.00			
01-201-26-306-200	RECYCLING OE	7,500.00			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	3,524.09			
01-201-26-310-252	REPAIRS & EQUIPMENT	452.13			
01-201-29-405-200	TRANS OF HS STUDENTS OE	8,795.80			
01-201-31-430-203	TELEPHONE/INTERNET	937.06			
01-201-31-430-204	WATER/SEWER	600.00			
01-203-20-100-200	(2024) ADMINISTRATIVE & EXECUTIVE OE		234.52		
01-203-20-120-200	(2024) MUNICIPAL CLERK OE		2,167.39		
01-203-20-130-200	(2024) FINANCIAL ADMINISTRATION OE		350.00		
01-203-20-155-200	(2024) LEGAL SERVICES OE		2,978.82		
01-203-20-165-200	(2024) BOROUGH ENGINEER OE		7,540.00		
01-203-21-180-200	(2024) PLANNING BOARD OE		49.21		
01-203-25-240-200	(2024) POLICE OE		1,996.47		
01-203-25-240-300	(2024) PUBLIC SAFETY EQUIPMENT		6,787.40		
01-203-25-252-200	(2024) EMERGENCY MANAGEMENT OE		1,190.20		
01-203-25-260-200	(2024) FIRST AID ORGANIZATION OE		5,141.88		
01-203-25-265-400	(2024) FIRE BUREAU OE		425.00		
01-203-26-300-200	(2024) STREETS & ROADS OTHER EXPENSES		40.25		
01-203-26-300-271	(2024) REPAIRS		9,056.56		
01-203-26-300-273	(2024) SUPPLIES		2,732.07		
01-203-26-300-282	(2024) SALT & SAND		953.26		
01-203-26-300-289	(2024) STREETS & ROADS OFFICE SUPPLIES		64.63		
01-203-26-310-200	(2024) PUBLIC BUILDINGS & GROUNDS OE		7,396.24		
01-203-26-310-252	(2024) REPAIRS & EQUIPMENT		11,739.26		
01-203-28-371-200	(2024) PARKS AND PLAYGROUNDS OE		388.58		

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-203-31-430-201	(2024) ELECTRICITY		1,077.57		
01-203-31-430-203	(2024) TELEPHONE/INTERNET		1,623.82		
01-203-31-430-204	(2024) WATER/SEWER		1,746.52		
01-203-31-430-205	(2024) NATURAL GAS		3,005.66		
01-203-31-430-207	(2024) STREET LIGHTING		622.75		
01-203-31-465-200	(2024) SANITATION DUMPING FEES		26,871.19		
01-203-41-787-201	(2024) ARPA FUNDING		2,152.60		
01-203-43-490-200	(2024) MUNICIPAL COURT OE		1,298.98		
01-203-43-495-200	(2024) PUBLIC DEFENDER-OTHER EXPENSE		200.00		
01-203-44-900-903	(2024) PUBLIC SAFETY VEHICLES		7,735.50		
01-203-44-900-910	(2024) BOROUGH ROADS		3,789.00		
01-204-55-000	Accounts Payable			134,193.09	
01-208-55-000-039	COUNTY TAX PAYABLE			895,350.13	
01-208-55-000-041	COUNTY OPEN SPACE TAX			131,753.43	
01-208-55-000-042	COUNTY HEALTH TAX			16,822.16	
01-208-55-000-043	COUNTY LIBRARY TAX			60,907.94	
01-209-55-000-035	DUE COUNTY-A.&O. TAXES			47,353.58	
01-209-55-000-036	DUE COUNTY-A.&O. OPEN SPACE			6,864.39	
01-209-55-000-037	DUE COUNTY-A.&O. HEALTH			980.63	
01-209-55-000-038	DUE COUNTY-A.&O. LIBRARY			3,206.19	
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			39,968.90	
TOTALS FOR	Current Fund	70,565.54	111,355.33	1,347,983.64	1,529,904.51
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	21,024.43
02-213-40-700-064	AMERICAN RESCUE PLAN FUNDS			2,613.51	
02-213-40-700-069	FMERA MOU-550 & 551			10,977.06	
02-213-40-700-071	FMERA - STORMWATER INFRASTRUCTURE STUDY			7,433.86	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	21,024.43	21,024.43
04-101-01-100-011	CAPITAL CASH - TD			0.00	176,324.25
04-215-55-993-A00	2022 ROAD PROGRAM - ORD #1053			176,324.25	
TOTALS FOR	Capital Fund	0.00	0.00	176,324.25	176,324.25
05-101-00-100-011	CASH - TD			0.00	307.80
05-161-00-500-040	DUE TO STATE OF NJ			7.80	
05-270-00-500-020	RESERVE FOR EXPENDITURES			300.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	307.80	307.80
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	3,074.58
06-270-00-500-020	RESERVE FOR OPEN SPACE			3,074.58	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	3,074.58	3,074.58
18-101-01-100-101	CASH UCC TRUST			0.00	772.46
18-270-55-600	RESERVE FOR UCC TRUST			772.46	
TOTALS FOR	UCC Trust	0.00	0.00	772.46	772.46
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	18,362.47
61-270-55-600-205	RES.FOR DEV.ESCROW			18,362.47	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	18,362.47	18,362.47

Total to be paid from Fund 01 Current Fund	1,529,904.51
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	21,024.43
Total to be paid from Fund 04 Capital Fund	176,324.25
Total to be paid from Fund 05 DOG TRUST FUND	307.80
Total to be paid from Fund 06 OPEN SPACE TRUST	3,074.58

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

Total to be paid from Fund 18 UCC Trust					772.46
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST					18,362.47

					1,749,770.50

Pending Payments (*Not Finalized*)

All Funds

Month of February

From 02/01/2025 to 02/28/2025 With a Line Amount > 10000.00

Date	ENTRY	ACCOUNT	PO	Check #	VENDOR/DESCRIPTION	DEBIT	CREDIT	CR ACCOUNT
02/04/2025	60498	01-214-55-000-003	19088		B29, L13	16,936.15		
						16,936.15	-	
02/04/2025	60499	01-214-55-000-003	19088		27 ITHICA AVE	22,900.00		
						22,900.00	-	
02/04/2025	19088		19088		FCR TL HOLDINGS LLC		39,836.15	01-101-01-000-011
						-	39,836.15	
02/04/2025	60687	01-204-55-000	19043		PAYMENT CERTIFICATE #7	134,193.09		
						134,193.09	-	
02/04/2025	19043		19043		MECO, INC		134,193.09	01-101-01-000-011
						-	134,193.09	
						174,029.24	174,029.24	

February Totals

Totals by Account for February

ACCOUNT	ACCOUNT TITLE	LY BUDGET	CY BUDGET	NON BUDGET	PENDING CR
01-101-01-000-011	CASH OPERATING				174,029.24
01-204-55-000	Accounts Payable			134,193.09	
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			39,836.15	
Totals		-	-	174,029.24	174,029.24

Range Total

Totals by Account for Range

ACCOUNT	ACCOUNT TITLE	LY BUDGET	CY BUDGET	NON BUDGET	PENDING CR
01-101-01-000-011	CASH OPERATING				174,029.24
01-204-55-000	Accounts Payable			134,193.09	
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			39,836.15	
Totals		-	-	174,029.24	174,029.24

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED
TO FORT MONMOUTH 5K RUN WITHIN THE BOROUGH OF OCEANPORT**

**Resolution #2025-55
02-06-2025**

WHEREAS, Beacon Events LLC has made application for a Special Events Permit to hold a Fort Monmouth 5K Run On March 15, 2025 on various streets within Fort Monmouth; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to Beacon Events LLC in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

Motion:	Second:			
ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(a)
Salnick	()	()	()	(a)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-55 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary J. Grimes
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 3015

Records

732.222.0945

Fax

December 13, 2024

Mayor Thomas Tvrdik
Oceanport Borough Council Members
Borough of Oceanport
910 Oceanport Way
Oceanport, N.J. 07757

Re: Special Permit Application-Fort Monmouth 5K Run-March 15th, 2025, Fort Monmouth.

Dear Mayor Tvrdik,

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for Fort Monmouth 5K Run to be held on March 15th, 2025, in Fort Monmouth. The event is a 1-day event beginning at 10am on Brewer Ave on Fort Monmouth. The run route will encompass 6 roads: Brewer, Saltzman, Sanger, Sherill, Irwin, and Wilson. The event is being organized and managed by Beacon Events LLC.

The event coordinator has been working with our Traffic Safety Officers, OEM, FMERA, and the Borough regarding fees for roadway closures, event insurance, logistics, safety, and security as well as other necessary event planning requirements. It should be noted we worked with Beacon Events in October for the Skeleton 5K race, and the event went off without any issues. All aspects of this race will be the same as the previous one.

There will be four (4) Officers utilized for traffic control and County EMS will be staged at the event. There will be scheduled roadway closures and detours during the event. Notifications will be made to residents, business owners, and motorists of those closures through printed and social media outlets as well as a reverse 911 system notification.

I am recommending that the Mayor and Council approve the application.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gary J. Grimes".

Gary J. Grimes
Chief of Police
Oceanport Police Department

RESOLUTION TO EXTEND BUDGET AND ANNUAL FINANCIAL STATEMENT STATUTORY DEADLINES

RESOLUTION #2025-56
02/02/2025

WHEREAS, the Local Finance Board has authorized revisions to the statutory budget deadlines as per Local Finance Notice LFN 2024-20 dated December 18, 2024; and

WHEREAS, these revisions permit municipalities to extend the deadlines for the submission of the Municipal Annual Financial Statement, as well as the introduction and adoption of the Municipal Budget; and

WHEREAS, to avail itself of these revised dates, the Governing Body must adopt a resolution by no later than March 31, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport, County of Monmouth, State of New Jersey, that the Borough of Oceanport hereby avails itself of the revised budget introduction and adoption dates for the calendar year 2025 budget as follows:

Submission of the Municipal Annual Financial Statement (AFS): Extended from February 10 to March 7, 2025

Budget Introduction Date: Extended to March 31, 2025

Budget Adoption Date: Extended to April 30, 2025

BE IT FURTHER RESOLVED that the temporary budget appropriations will be extended as may be necessary to accommodate this extension of the budget introduction and adoption dates.

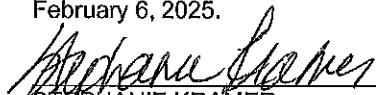
BE IT FURTHER RESOLVED that the Chief Financial Officer is directed to submit a certified copy of this resolution to the Director of the Division of Local Government Services using the Financial Automation Submission Tracking (FAST) system, as required by Local Finance Notice LFN 2024-20.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(a)
Salnick	()	()	()	(a)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-56 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AMENDING THE RESOLUTUION ENTITLED "BOROUGH OFFICIALS
FOR 2025**

RESOLUTION #2025-57
02/02/2025

WHEREAS, there is a need to amend certain positions for 2025.

NOW THEREFORE BE RESOLVED, by the Mayor and Council that the following amendments to the Borough Officials for 20205 are:

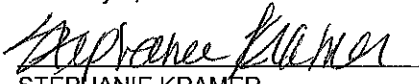
Health Insurance Fund Commissioner (Alternate)	Catherine LaPorta
Joint Insurance Fund Commissioner (Alternate)	Catherine LaPorta

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-57 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STÉPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ACCEPTING THE RESIGNATION OF MICHELLE MASTROMONICA**

**RESOLUTION #2025-58
02-06-2025**

WHEREAS, Michelle Mastromonica has tendered her resignation to the Mayor and Council of the Borough of Oceanport from the position of Administrative of the Borough, effective February 13, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the resignation of Michelle Mastromonica is hereby accepted by the Borough.

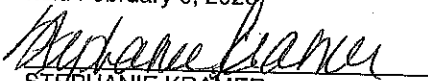
BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following: Borough Administrator, Borough Clerk, Borough Auditor and Borough Attorney.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrlik	()	()	()	()

I certify this to be a true copy of Resolution #2025-58 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING AN INTERLOCAL SERVICES AGREEMENT WITH THE CITY OF LONG BRANCH TO
PROVIDE FIRE SUPPRESSION/EMERGENCY SERVICE COVERAGE**

**Resolution #2025-59
02/05/2025**

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

WHEREAS, the Borough of Oceanport desires to enter into an Agreement with the City of Long Branch to provide fire suppression/emergency services on a per call basis as requested by the Oceanport Fire Chief; and

WHEREAS, the Long Branch Fire Department has agreed to provide supplementary fire suppression/emergency service coverage for the Borough of Oceanport for the period January 1, 2025 through December 31, 2025; and

WHEREAS, the Borough of Oceanport understands that the City of Long Branch must adequately back fill its firehouses and fire equipment to ensure that the needs of the Borough of Oceanport are met when necessary and appropriate under the terms of the agreement and the Borough of Oceanport shall compensate the City of Long Branch for the cost of the back fill; and

WHEREAS, the fee for said services shall be charged on an hour to hour basis and based on the individual hourly rate of each employee for the period of coverage provided; and

WHEREAS, the Borough of Oceanport can request additional personnel to supplement manpower at an additional fee per member as requested; and

WHEREAS, the fee will be assessed when Long Branch on-duty personnel become committed to an active incident in the Borough of Oceanport and will require recall of personnel to staff Long Branch Fire Headquarters for the duration of the incident; and

WHEREAS, limitations to the response shall be at the discretion of the Oceanport Fire Chief,

NOW THEREFORE BE IT RESOLVED that the Mayor and Borough Clerk are hereby authorized to sign any and all documents necessary to effectuate the attached hereto Service Agreement for Supplementary Fire Suppression/Emergency Service coverage with the City of Long Branch for the period January 1, 2025 through December 31, 2025.

Motion:	Second:			
ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-59 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

Fee for Service Agreement

AND NOW THIS _____ day of _____, 20____, by
and between the City of Long Branch and the Borough of Oceanport for supplemental support
services.

1. The City of Long Branch Fire Department will provide fire suppression/emergency service coverage for the Borough of Oceanport for the period of January 1, 2025 to December 31, 2025. The fee structure for the period shall be calculated on a per call basis. The fee will be charged on an hour for hour basis, per member as per the unions collective bargaining agreement with the City of Long Branch to cover staffing requirements to fill fire headquarters in long Branch when on-duty assets are deployed into the Borough of Oceanport.
2. Typical staffing is (1) Fire Officer and (4) Firefighters but may vary depending on available personnel but not to exceed (5) slots. The fee will be based on the individual hourly rate of each employee for the period of coverage provided to the Borough of Oceanport. Additional personnel can be requested by the Borough of Oceanport to supplement manpower at additional fee per member as requested.

This fee will be assessed when long Branch on-duty personnel become *committed to an active incident* in the Borough of Oceanport. This will require "recall" of personnel to staff Long Branch Fire Headquarters for the duration of incident.
3. The on-duty career staff shall respond to designated emergency responses as requested by the Fire Chief of West long Branch. limitations to the response shall be at the discretion of the long Branch Fire Chief. Long Branch units will be dispatched simultaneously with West Long Branch by Monmouth County Radio Communications Center.
4. This agreement will be updated annually no later than November 30th of the current agreement cycle. All changes to response protocols during a cycle shall be in writing to the City of long Branch Director of Public Safety. This agreement may be canceled by either party in writing with 30 days' notice.

Signed:

Dated:

John Pallone, Mayor

STEPHANIE KRAMER, Deputy Borough Clerk
Borough of Oceanport

THOMAS J. TVRDIK, Mayor

Fee for Service Agreement

AND NOW THIS _____ day of _____, 20____, by
and between the City of Long Branch and the Borough of Oceanport for supplemental support
services.

1. The City of Long Branch Fire Department will provide fire suppression/emergency service coverage for the Borough of Oceanport for the period of January 1, 2025 to December 31, 2025. The fee structure for the period shall be calculated on a per call basis. The fee will be charged on an hour for hour basis, per member as per the unions collective bargaining agreement with the City of Long Branch to cover staffing requirements to fill fire headquarters in long Branch when on-duty assets are deployed into the Borough of Oceanport.
2. Typical staffing is (1) Fire Officer and (4) Firefighters but may vary depending on available personnel but not to exceed (S) slots. The fee will be based on the individual hourly rate of each employee for the period of coverage provided to the Borough of Oceanport. Additional personnel can be requested by the Borough of Oceanport to supplement manpower at additional fee per member as requested.

This fee will be assessed when long Branch on-duty personnel become *committed to an active incident* in the Borough of Oceanport. This will require "recall" of personnel to staff Long Branch Fire Headquarters for the duration of incident.
3. The on-duty career staff shall respond to designated emergency responses as requested by the Fire Chief of West long Branch. Limitations to the response shall be at the discretion of the long Branch Fire Chief. Long Branch units will be dispatched simultaneously with West Long Branch by Monmouth County Radio Communications Center.
4. This agreement will be updated annually no later than November 30th of the current agreement cycle. All changes to response protocols during a cycle shall be in writing to the City of long Branch Director of Public Safety. This agreement may be canceled by either party in writing with 30 days' notice.

Signed:

Dated:

John Pallone, Mayor

STEPHANIE KRAMER, Deputy Borough Clerk
Borough of Oceanport

THOMAS J. TVRDIK, Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AN INTER-LOCAL AGREEMENT BETWEEN THE BOROUGH OF
OCEANPORT AND THE OCEANPORT BOARD OF EDUCATION FOR A SCHOOL
RESOURCE OFFICER**

**Resolution 2025-60
02/02/2025**

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 a School Resource Officer 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 one-year period beginning February 1, 2025 and expiring December 31, 2025.

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 one (1) School Resource Officer between the Borough of Oceanport and the Oceanport Board of Education for a period of one year beginning February 1, 2025 and expiring December 31, 2025.

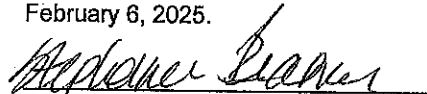
BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Oceanport Board of Education, Borough Administrator and Chief Financial Officer.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-60 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (hereinafter "Agreement") is made on this _____ day of, February, 2025 by and between the OCEANPORT BOARD OF EDUCATION (hereinafter "BOE" or "District") with offices 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 a School Resource Officer (SRO) to the BOE; and

WHEREAS, the BOE and the Borough have agreed to share the cost of the SRO (partial salary from District; soft costs from Borough) as set forth in more detail below; 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 regarding the assignment of the SRO 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 SRO 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 School Resource Officer

A. The Borough shall assign the SRO 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 SRO shall be a level Patrol 3 officer or above.

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

D. The SRO shall be an employee of the Oceanport Police Department and shall be subject to the administration, supervision, and control of the Oceanport Police Department. The SRO shall also be subject to all rules and regulations, policies, orders and directives of the Oceanport Police Department. The SRO shall not be an employee of the BOE.

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

F. The SRO shall be certified as a Patrolman. The SRO shall be

selected by the Borough's Chief of Police in consultation with the BOE's Superintendent of Schools. The BOE Superintendent (or his/her representative(s)) may meet with and interview the SRO to determine whether the SRO is suitable for working in a school environment. If the Superintendent or the BOE finds (at any time during this Agreement) the SRO 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 SRO deemed unacceptable by the Superintendent which was supported by documentation. To maintain continuity, the Chief of Police shall not change the SRO's assignments during the school year, unless circumstances arise that require an immediate change.

G. The District agrees to provide and pay a portion of the SRO's salary and the Borough shall pay other associated fees and soft costs of the SRO as set forth in more detail in Section XIII below of this Agreement. The SRO shall be subject to all other personnel policies and practices of the Police Department.

H. The SRO will possess the qualities and qualifications necessary to accomplish the aforementioned mutual goals and objectives.

I. The SRO shall be under supervision and report to the Oceanport Police Department Chief of Police and the OIC. The SRO shall work in cooperation with the BOE's building administration and the Superintendent of Schools while on school grounds.

IV. Duty Hours

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

B. The SRO 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 in the case of emergency. At the request of the BOE and with approval from a commanding officer, the SRO may work more than his/her ordinarily scheduled hours.

V. Basic Qualifications of SRO

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

VI. Duties of the SRO

The duties to be performed by the SRO shall be determined by the Chief of Police through the municipal police chain of command, in cooperation with the BOE 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 SRO nor the Borough Police Department will be responsible for supervising any private security.

O. Upon request, attend faculty meetings.

P. Always serve as a role model to students, demonstrating appropriate attitudes, behavior, courtesy, and respect.

Q. Maintain a log of activities undertaken in connection with the SRO 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 SRO will comply with all applicable BOE Policies and Regulations.

V. The SRO 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 SRO 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.

VII. Communications

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

The BOE Superintendent of Schools and the OIC shall maintain open communication concerning the effectiveness of having the SRO assigned to the district schools.

VIII. Training

The SRO shall be required by the Oceanport Police Department to attend training, seminars, recertifications, and in-service training sessions as directed by the Chief of Police or his/her designee. All efforts will be made to avoid this training from interfering with the SRO's responsibilities at the school. The SRO 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 SRO shall wear a uniform within the Oceanport Police Department Uniform standards and policy to maintain a visible presence in the schools.

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

X. Searches

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

XI. School Discipline

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

XII. Police Vehicle

The SRO 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 BOE shall pay a portion of the SRO's salary as follows:

Patrol 3 salary for 2025 = \$57,764.86 + \$2,223.74 Holiday Pay = \$59,988.60 Holiday Pay is calculated as follows:

$\$57,764.86 / 260 \text{ days} \times 270 \text{ days (10 paid holidays)} = \$2,223.74$

Two months (July and August) salary shall be deduction from yearly salary = \$9,998.10

BOE portion of SRO salary = \$49,990.50

Such compensation shall be paid by the Borough and reimbursed by the BOE monthly.

The Borough shall be responsible for all other costs including but not limited to training, uniforms, weapons, vehicles, employee benefits, etc. (the "Soft Costs"). The BOE shall not be responsible for reimbursing the Borough for the Soft Costs associated with the employment of the SRO.

Compensation by the BOE for services outlined within this Agreement shall be invoiced by the Borough and paid by the BOE monthly.

XIV. Term of Agreement

This Agreement shall be in effect for the period of 11 months from February 1, 2025, through December 31, 2025, and shall be renewable for one year at the discretion of the parties. Any renewal must be made in writing and signed by both parties. 2025 Agreement is in accordance with the current PBA contract which expires on December 31, 2025. Any future renewals will be made based on the terms of the new PBA contract.

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 SRO is working in the District.

B. AUTO LIABILITY/PHYSICAL DAMAGE. As the SRO will be Borough 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 SRO will be an employee of the Borough.

As such, the Borough shall be responsible for maintaining Workers' Compensation and Employers Liability.

D. Evidence 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, the SRO, 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
Oceanport, NJ 07757

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

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 SRO 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

Stephanie Kramer, Deputy Borough Clerk

Thomas J. Tvrdik, Mayor

OCEANPORT BOARD OF EDUCATION

Mark Patterson, BOE President

Dr. Laura Godlesky, Superintendent

Deborah Trainor, Business Administrator/Board Secretary

RESOLUTION AUTHORIZING AN INCREASE TO THE TEMPORARY BUDGET OF 20205

Resolution 2025-61

02/06/2025

WHEREAS, the appropriations asset forth in the 2025 temporary budget are insufficient to meet the financial obligations as set forth below, and

WHEREAS, the permanent budget for the year 2025 has not yet been adopted, and

WHEREAS, the total emergency temporary appropriations adopted in the year 2025 pursuant to the provision of N.J.S.A. 40A:4-20 including the appropriation in this resolution total \$5,174,895.00.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body (not less than two-thirds of all members thereof affirmatively concurring) in accordance with the aforementioned statute, that the 2025 temporary fiscal budget is hereby amended to provide for an emergency temporary appropriation in the amount of \$1,645,795.00 and said appropriations are as follows:

2025 Temporary Budget

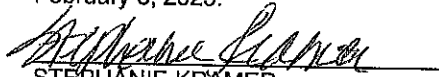
Appropriations	Other Expenses
FMERA MOU 800 Area Buildings	<u>\$1,645,795.00</u>
Total	\$1,645,795.00

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-61 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING PATROLMAN SHANE CARROLL TO PERMANENT STATUS**

**Resolution 2025-62
02/26/25**

WHEREAS, according to the Police Ordinance of the Borough of Oceanport all police officers are classified as probationary for a period of one year beginning with their date of hire; and

WHEREAS, at the end of that one-year period the Chief of Police reviews the performance of said police officer and makes a recommendation to the Mayor and Council as to the status of said police officer; and

WHEREAS, based upon the review of performance of Officer Shane Carroll, the Chief of Police has recommended that said police officer be appointed a permanent officer of the Oceanport Police Department.

WHEREAS, the Public Safety Committee has reviewed same and recommends to the full Council support for Chief Kelly's recommendation,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that based upon the recommendation of the Chief of Police, Shane Carroll is hereby appointed a permanent police officer.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-62 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING PATROLMAN MATTHEW KOZAK TO PERMANENT STATUS**

**Resolution 2025-63
02/06/2025**

WHEREAS, according to the Police Ordinance of the Borough of Oceanport all police officers are classified as probationary for a period of one year beginning with their date of hire; and

WHEREAS, at the end of that one-year period the Chief of Police reviews the performance of said police officer and makes a recommendation to the Mayor and Council as to the status of said police officer; and

WHEREAS, based upon the review of performance of Officer Matthew Kozak, the Chief of Police has recommended that said police officer be appointed a permanent officer of the Oceanport Police Department.

WHEREAS, the Public Safety Committee has reviewed same and recommends to the full Council support for Chief Kelly's recommendation,

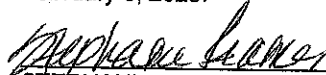
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that based upon the recommendation of the Chief of Police, Matthew Kozak is hereby appointed a permanent police officer.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-63 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT APPOINTING ACACIA FINANCIAL GROUP, INC., AS FINANCIAL ADVISOR

Resolution #2025-64
02/6/2025

WHEREAS, the Borough Council, in the Borough of Oceanport, County of Monmouth, New Jersey has a need for a financial advisor specializing in public finance to assist it in matters relating to, inter alia, the issuance of debt; and

WHEREAS, Acacia Financial Group, Inc., Mount Laurel, New Jersey, is a nationally recognized financial advisor with experience in public finance and is able to assist the Borough in such matters; and

WHEREAS, the Borough Council has reviewed the credentials, expertise and estimated fees of Acacia Financial Group, Inc. for the services to be provided as financial advisor and is satisfied that the services will be of the highest quality at a fair and reasonable price; and

WHEREAS, the Borough is authorized to appoint Acacia Financial Group, Inc. as financial advisor without advertising for bids since the services to be provided are professional in nature and are not anticipated to exceed \$17,500.

WHEREAS, funds shall be made available for the stated purpose in the 2025 municipal budget subject to adoption of the 2025 budget.

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

Section 1. Acacia Financial Group, Inc., Mount Laurel, New Jersey is hereby appointed as financial advisor to the Borough of Oceanport for the period through December 31, 2025.

Section 2. The Chief Financial Officer is hereby authorized and directed to execute, on behalf of the Borough, an agreement with Acacia Financial Group, Inc. for the financial services to be rendered.

Section 3. That the agreement shall be an open-ended contract pursuant to N.J.A.C. 5:34-5.2 (B) contingent upon the availability of funds in the budget year with no firm quantities being guaranteed. Funds will be certified and encumbered by individual purchase order prior to each request for service.

Section 4. All resolutions or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.

Section 5. This resolution shall take effect immediately upon adoption.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify sufficient funds are available for the stated purpose in the 2025 municipal budget subject to adoption of the 2025 budget.

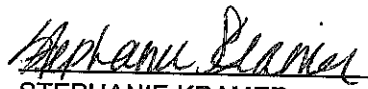
Catherine D. LaPorta, CFO

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-64 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK



6000 Midlantic Drive
Suite 410 North
Mt. Laurel, NJ 08054

(856) 234-2266 Phone
(856) 234-6697 Fax

January 13, 2025

The Borough of Oceanport
910 Oceanport Way
P.O. Box 370
Oceanport, NJ 07757

Attention: Catherine LaPorta
Chief Financial Officer

Dear Ms. LaPorta:

This letter agreement (this "Agreement"), dated as of _____ (the "Effective Date"), will confirm the understanding and agreement between Borough of Oceanport (the "Client") and Acacia Financial Group, Inc. ("Acacia") as follows:

1. ENGAGEMENT OF ACACIA. The Client engages Acacia to perform financial advisory services in connection with the Client's issuance of bonds and/or notes and other general consulting services as required and directed by the Client (the "Advisory Services"). The following reflects the general services provided by Acacia in connection with the issuance of municipal securities. In certain transactions fewer or additional services may be required and Acacia will provide services as determined jointly between the Client and Acacia.

- a) Assist in the development of the plan of finance including: debt structure, method of sale, terms, timing, marketing and pricing.
- b) Prepare independent cash-flows relating to debt structures including scenario analysis as appropriate and development of final numbers.
- c) Assist in the preparation of the financing schedule, distribution list, meeting agendas, and other transaction management tasks
- d) Review the preliminary and final official statements and other documents related to the marketing and issuance of bonds.
- e) Participate in meetings and conference calls with the working group and other parties.
- f) Advise on the credit rating strategy and assist with obtaining credit ratings.
- g) In negotiated transactions: (i) analyze and advise on pricing levels based on the client's historical pricing, results of recent comparable sales in the market, current market conditions and other factors that may impact the sale (such information to be provided in pre-pricing materials) and (ii) participate in negotiations with investment banking groups regarding pricing and final terms of the security offering on behalf of the Client.

(c) Official Statement Preparation (if applicable): If requested to compile the Preliminary Official Statement/Final Official Statement for bonds or notes, Acacia proposes to be compensated \$3,500 for such services.

(d) Consulting Fees. For general consulting fees rendered to the Client not directly related to the sale of bonds or notes, the Client agrees to compensate Acacia based upon the hourly rates set forth below:

<u>Title</u>	<u>Hourly Rate</u>
Co-President/Managing Director	\$195.00/hr.
Senior Vice President	\$185.00/hr.
Vice President	\$175.00/hr.
Assistant Vice President /Associate	\$165.00/hr.
Analyst	\$150.00/hr.

Acacia will only perform financial consulting services at the express direction of the Client and will submit detailed, itemized invoices on a monthly basis.

(e) Complex Financings/Transactions. If the Client requires assistance with a financing that includes a unique and/or complex structure or requires additional services or time beyond our typical scope, Acacia and the Client will in good faith negotiate the amount of the fee payable taking into account, among other things, the size, structure and complexity of the transaction.

(f) Annual Disclosure Filing (Dissemination Agent). For services in connection with the on-going annual disclosure and the filing of certain financial information and notices in connection with the provisions of Rule 15C2-12(b)(5), Acacia proposes that compensation be an annual fee of \$750 billed at the time such services are rendered.

3. INDEMNIFICATION.

(a) The Client hereby expressly agrees to indemnify and hold harmless Acacia, its affiliates and its officers, directors, partners, limited partners, members, employees, agents, consultants and controlling persons and their respective successors and assigns (Acacia and each such person being an "Indemnified Person"), from any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Person may become subject (i) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, including documents described in or incorporated by reference, or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or (ii) arising in any manner out of or in connection with the services performed by Acacia or any other Indemnified Person or the matters that are the subject of this Agreement.

(b) The Client shall reimburse Acacia and any other Indemnified Person for all reasonable expenses (including reasonable fees and expenses of legal counsel) as incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuits, investigations, claims or other proceedings arising in any manner out of or in connection with the services or matters that are the subject of this Agreement (including, without limitation, in connection with asserting or enforcing

(b) Within the MSRB website at <https://msrb.org/sites/default/files/2022-09/MSRB-MA-Clients-Brochure.pdf>, municipal entity and obligated person clients of Acacia Financial Group, Inc. may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

7. DISPUTE RESOLUTION. All disputes, claims or controversies arising out of or in any way relating to this Agreement or the services rendered by Acacia (including with respect to enforcement of this Agreement) that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted before the American Arbitration Association (the "AAA"). Arbitration proceedings shall be held in New Jersey before a single arbitrator and shall be conducted in accordance with the commercial arbitration rules of the AAA unless specifically modified herein.

8. MISCELLANEOUS.

(a) Reliance on Client Information. Acacia may conclusively rely on the accuracy and completeness of the information provided to Acacia by the Client or the Client's representatives, including current and historical information with respect to the operations, assets, liabilities, and financial condition of the Client (the "Information"), and the Client acknowledges that Acacia has not been retained to (nor will it) independently verify any of such Information.

(b) Independent Contractor Status. The legal relationship of the Client and Acacia created by this Agreement is one of independent contractors only and no employer/employee, master-servant, co or joint ventures, licensor-licensee, partnership or other such relationship is intended or shall be deemed or construed.

(c) No Liability. The Client agrees that neither Acacia nor any of its controlling persons, affiliates, partners, directors, officers, employees, agents, advisors or consultants shall have any liability to the Client or any person asserting claims on behalf of or in right of the Client for any losses, claims, damages, liabilities or expenses arising out of or relating to this Agreement or the services to be rendered by Acacia hereunder, unless and until it is finally judicially determined that such losses, claims, damages, liabilities or expenses resulted directly from the gross negligence or willful misconduct of Acacia.

(d) Successors and Assigns. The benefits of this Agreement shall inure to the respective successors and assigns of the parties hereto and of the Indemnified Persons, and the obligations and liabilities assumed in this Agreement by the parties hereto shall be binding upon their respective successors and assigns. Other than pursuant to Paragraph 3, nothing in this Agreement is intended to confer upon any other person (including stockholders, employees or creditors of the Client) any rights or remedies hereunder or by reason hereof.

(e) Blue Pencil/Waiver. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Any of the terms and conditions of this Agreement may be waived at any time and from time to time in a writing signed by the party entitled to the benefit thereof, but a waiver in one instance shall not be deemed to constitute a waiver in any other instance.

If the foregoing correctly sets forth the understanding and agreement among Acacia and the Client, please so indicate in the space provided for that purpose below, whereupon this Agreement shall constitute a binding agreement as of the Effective Date.

Sincerely,

ACACIA FINANCIAL GROUP, INC.

By: *Kim M. Whelan*
Name: Kim M. Whelan
Title: Co-President

Accepted by:

BOROUGH OF OCEANPORT

By: _____
Name: Catherine LaPorta
Title: Chief Financial Officer

[signature page to engagement letter]

**RESOLUTION OF THE BOROUGH OF OCEANPORT APPOINTMENT OF VAL GRIGORIAN
AS AN ADMINISTRATIVE ASSISTANT FOR THE FINANCE DEPARTMENT**

Resolution #2025-65
02/06/2025

WHEREAS, the Chief Financial Officer has recommended the hiring of an administrative assistant to assist in the Finance Department with both the Chief Financial Officer and the Tax Collector; and

WHEREAS, the Chief Financial Officer and Borough Administrator have recommended that the position be filled by Val Grigorian who has the qualifications necessary to perform the functions needed in the Finance Department.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council that Bobby J. Connors is hereby appointed as a permanent full time Administrative Assistant to the Finance Department retroactively effective January 29, 2025, at a salary of \$47,500. per year in accordance with the Salary ordinance.

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

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

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-65 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ACCEPTING THE RESIGNATION OF MILES AYDEN**

**Resolution #2025-66
02-06-2025**

WHEREAS, Ayden Miles has tendered his resignation to the Police Chief Grimes of the Borough of Oceanport from the position of police officer, effective January 22, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the resignation of Ayden Miles is hereby accepted by the Borough.

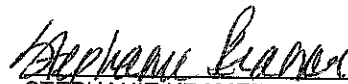
BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following: Borough Administrator, Borough Clerk, Borough Auditor and Borough Attorney.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Sainick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-66 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING CHANGE ORDER #2
TO THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF BUILDINGS 550
& 551 BETWEEN YANNUZZI GROUP, INC. AND THE BOROUGH OF OCEANPORT
PURSUANT WITH THE FMERA MOU FOR SAME**

Resolution #2025-67

02/06/2025

WHEREAS, pursuant with adoption of Resolution #2024-50 the Borough of Oceanport awarded a contract to Yannuzzi Group, Inc. of Kinnelon, NJ for the Asbestos Abatement and Demolition of Buildings 550 & 551 for the original sum of \$396,309.00; and

WHEREAS, Change Order #1 increased the contract to provide supplemental crawlspace abatement in the amount of \$180,500.00; and

WHEREAS, the amended contract amount with Change Order #1 totaled \$576,809.00; and

WHEREAS, the final contract amount is less than the amended contract in the amount of \$59,849.13.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Oceanport, County of Monmouth and State of New Jersey that Change Order #2 reducing the contract with Yannuzzi Group Inc. is hereby approved.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-67 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

CHANGE ORDER NUMBER - 2 FINAL

Project	ASBESTOS ABATEMENT AND DEMOLITION OF EMERA BUILDINGS 550 & 551
Municipality	BOROUGH OF OCEANPORT
County	MONMOUTH
Contractor	YANNUZZI GROUP, INC.

In accordance with the project Supplementary Specification, the following are changes in the contract.

Location and Reason for Change (Attach additional sheets if required)

- Final As-Built Quantity Adjustments

Increased Items Item No.	Description	Quantity (+/-)	Unit Price	Amount
Total Increase				\$ -
Decreased Items Item No.	Description	Quantity (+/-)	Unit Price	Amount
S2	Removal of additional soil from crawlspace (each 1" depth interval below upper 1"; horizontal extent, as directed)	-10 CY	\$ 4,000.00	\$ (40,000.00)
S3	Management, transportation and disposal of soil from crawlspace	-22.19 TON	\$ 337.50	\$ (7,489.13)
S4	Providing, emplacing and compacting certified clean fill (replacing the volume of soil that is removed and disposed)	-20 CY	\$ 125.00	\$ (2,500.00)
Total Decrease				\$ (49,989.13)
Penalty Items Item No.	Description	Quantity (+/-)	Unit Price	Amount
P1	Liquidated Damages in Excess of 35 Days of Monitoring	1 L.S	\$ (9,860.00)	\$ (9,860.00)
Total Supplemental Items				\$ (9,860.00)

Amount of Original Contract	\$ 396,309.00	Extra	\$ 0.00
Change Order No. 1 Amount	\$ 180,500.00	Supplemental	\$ -9,860.00
Change Order No. 2 Amount	\$ (59,849.13)	Reduction	\$ -49,989.13
Adjusted Amount Based on Change Order No. 1 & Change Order No. 2	\$ 516,959.87	Total Change	\$ -59,849.13

% Change in Contract
[(+) Increase or (-) Decrease]

10.44%

1/20/25

(Date)

Colliers Engineering & Design
(Engineer)

Borough of Oceanport
(Presiding Officer)

(Date)

Yannuzzi Group, Inc.
(Contractor)

(Date)



Engineering
& Design

Client Authorization Form

Date: October 8, 2024
Client: Borough of Oceanport
Project Name: Asbestos Abatement and Demolition of FMERA Buildings 550 & 551
Task Name: Additional Abatement Monitoring and Administration
Project No.: OPB0181C

We request your review and authorization of services as outlined below in order to proceed:

Services requested by: FMERA

Description of service contract scope:

Colliers Engineering & Design, Inc. (DBA Maser Consulting) proposes to provide the following service(s):

The Construction Documents provided for a maximum of 30 working days of monitoring Asbestos Abatement and the Contractor would be responsible for the cost beyond the 30 days which was increased to 35 days.:

Phase 1A -Abatement monitoring beyond maximum of 35 days - \$1,000/day 8.5 days \$8,500.00

Phase 1B - Daily monitoring samples - lab fees of \$20/PCM, 8 samples/shift for 8.5 shifts \$1,360.00

These fees are to be assessed against the contractor as liquidated damages and will be deducted in the Final Change Order.

The Business Terms and Conditions of the original contract shall still apply.

Services outlined above shall be invoiced:

Payment terms are NET30 of receipt of invoice.

☐ Per diem/hourly

Estimated Budget = \$

☒ Lump sum

Fee = \$ 9,860.00

I (we) hereby authorize the services to proceed as outlined above:

Client Authorization Form prepared by:

William White III

Signer's Name (Print)

Project Manager's Name (Print)

Signature

Date


Project Manager's Signature

10/8/2024

Please sign the form where indicated & email or mail to Colliers Engineering & Design for our records.

Accelerating success.

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING CHANGE ORDER #2
TO THE CONTRACT FOR ENGINEERING SERVICES FOR THE ASBESTOS ABATEMENT
AND DEMOLITION OF BUILDINGS 550 & 551 BETWEEN COLLIERS ENGINEERING &
DESIGN AND THE BOROUGH OF OCEANPORT PURSUANT WITH THE FMERA MOU FOR
SAME**

Resolution #2025-68
02/06/2025

WHEREAS, pursuant with adoption of Resolution #2023-230 the Borough of Oceanport awarded a contract to Colliers Engineering & Design, Holmdel, NJ for the engineering and related services for environmental, demolition plans, specifications, bidding services and construction observation for Asbestos Abatement and Demolition of Buildings 550 & 551 for the original sum of \$120,420.00; and

WHEREAS, pursuant to Change Order #1 adopted per resolution #2024-200 said contract was increased by \$23,150.00; and

WHEREAS, there is a need to amend the contract with Colliers Engineering & Design to provide supplemental engineering services for abatement monitoring beyond the maximum of 35 days including lab fees in the amount of \$9,860.00, as stated in a letter from the Engineer dated October 8 2024; and

WHEREAS, the contract work is now complete ; and

WHEREAS, the amended contract per change order #1 of \$143,570.00 will be increased by \$9,860.00.00 to reflect this amendment; and

WHEREAS, available funds for Change Order #2 have been certified by the Chief Financial Officer from Account #02-213-40- 700-069 as indicated below; and

WHEREAS, the Fort Monmouth Economic Revitalization Authority (FMERA) has approved Change Order #2 pursuant with the Third Amendment of the FMERA MOU for Buildings 550 & 551 adopted by Resolution #2024-191; and

WHEREAS, based on the foregoing, the Borough Council has determined that it is necessary and appropriate to approve Change Order #2 for a total increase in the amount of \$9,860.00 thereby causing an increase of the total cost of the Contract of 33.4%, and;

WHEREAS, this Resolution is intended to be adopted in conformance and compliance with N.J.A.C. 5:30-11.9.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Oceanport, County of Monmouth and State of New Jersey hereby authorizes an amendment to the contract to be entered into covering the aforementioned and described supplemental engineering services for Building 551 in the form of Change Order #2 to the contract with Colliers Engineering & Design in the sum of \$9,860.00 for the FMERA MOU Buildings 550 & 551 project.

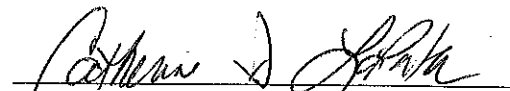
BE IT FURTHER RESOLVED, that the Mayor and Council of the Borough of Oceanport hereby approve of Change Order #2 and authorize payment.

BE IT FURTHER RESOLVED, that the Borough Clerk shall cause to be printed once, in the official newspaper of the Borough of Oceanport, a brief notice indicating the additional amount to be expended, the original contract price, the nature of the original and additional work and why it is necessary to expend the additional funds.

BE IT FURTHER RESOLVED, that a copy of the advertisement shall also be filed with the Clerk's Office and be available for inspection by the public.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in the FMERA MOU 550 & 551, budget line Item Account #02-213-40-700 - *ole 9*


Catherine D. LaPorta, CFO

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-68 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STÉPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #24-00004 FOR
BLOCK 93 LOT 10 KNOWN AS 47 ASBURY AVE**

Resolution 2025-69

02/026/2025

WHEREAS, at the Borough Tax Sale held on October 10, 2024, a lien was sold on Block 93 Lot 10, otherwise known as 47 Asbury Ave.; and

WHEREAS, this lien, known as Tax Sale Certificate 24-00004 was sold to Trystone Capital Assets LLC at an interest rate of 0%; and

WHEREAS, the owner has redeemed Certificate 24-00004 in the amount of \$14,659.89.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$14,659.89 payable to Trystone Capital Assets LLC, PO Box 1030, Brick, NJ 08723 for the redemption of Tax Sale Certificate 24-00004.

BE IT FURTHER RESOLVED, that the CFO be authorized to issue a check in the amount of \$13,300.00 (Premium) to the aforementioned lienholder.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-69 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #24-00011 FOR
BLOCK 125 LOT 7.02 KNOWN AS 5 SUMMERFIELD AVE**

**R-2025-70
02/06/2025**

WHEREAS, at the Borough Tax Sale held on October 10, 2024, a lien was sold on Block 125 Lot 7.02, otherwise known as 5 Summerfield Ave.; and

WHEREAS, this lien, known as Tax Sale Certificate 24-00011 was sold to Pro Cap 8 FBO Firsttrust Bank at an interest rate of 0%; and

WHEREAS, the owner has redeemed Certificate 24-00011 in the amount of \$930.76.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$930.76 payable to Pro Cap 8 FBO Firsttrust Bank, PO Box 774, Fort Washington, PA 19034-0774 for the redemption of Tax Sale Certificate 24-00011.

BE IT FURTHER RESOLVED, that the CFO be authorized to issue a check in the amount of \$100.00 (Premium) to the aforementioned lienholder.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-70 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STÉPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE TAX COLLECTOR'S ANNUAL REPORT
AS REQUIRED BY N.J.S.A.54:4-91**

**Resolution 2025-71
02-06-2025**

WHEREAS, N.J.S.A.54:4-91 requires that the Tax Collector shall submit an annual statement of receipts to the governing body.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Oceanport that the following Collector's Annual Report of Receipts for the Year Ending December 31, 2024, be hereby acknowledged and accepted as submitted.

**TAX COLLECTION OFFICE
FOR THE YEAR ENDING DECEMBER 31, 2024**

Monmouth Alliance-In Lieu of Taxes	\$	5,593.00
Oceanport Assoc-In Lieu of Taxes		96,484.12
KKF University-In Lieu of Taxes		240,452.29
Return Check Fee		80.00
Interest		80,737.65
2025 Taxes Prepaid		375,108.44
2024 Taxes		29,205,668.22
2023 Taxes		317,757.28
2022 Taxes		86.62
Cost of Advertising (including TWRWA)		939.71
Outside Liens Redeemed		92,089.02
Premium Collected from Tax Sale		193,700.00
6% Penalty		10,697.33
Due to TRWRA		2,231.99
Total	\$	30,621,625.67

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-71 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF MONMOUTH BEACH AND THE BOROUGH OF
OCEANPORT FOR THE USE OF THE COMPOST FACILITY**

Resolution 2025-72

02/06/2025

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes municipalities to contract with each other for shared services; and

WHEREAS, the Borough of Monmouth Beach is a municipal corporation having its principal offices at 18 Willow Ave, in the Borough of Monmouth Beach, Monmouth County, New Jersey; and

WHEREAS, the Borough of Oceanport is a municipal corporation having its principal offices located at 910 Oceanport Way, in the Borough of Oceanport, Monmouth County, New Jersey; and

WHEREAS, the Borough of Monmouth Beach has need for a composting facility and the Borough of Oceanport has offered to provide use of their facility at the rate of \$10 per cubic yard of material not to exceed a cost of \$5,000; and

WHEREAS, the Borough of Monmouth Beach and the Borough of Oceanport are desirous of entering into a Shared Services Agreement effective January 1, 2025, for the Borough of Monmouth Beach's to use Borough of Oceanport's compost facility; and

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

NOW THEREFORE, IT IS HEREBY AGREED on this 6th day of February, 2025, by and between **THE BOROUGH OF OCEANPORT** in the County of Monmouth, State of New Jersey with their principal offices located at 910 Oceanport Way, Oceanport, New Jersey, 07757 and **THE BOROUGH OF MONMOUTH BEACH** in the County of Monmouth, State of New Jersey with principal offices located at 18 Willow Avenue, Monmouth Beach, New Jersey, 07750, that the Shared Services Agreement for use of the Borough of Oceanport's Compost Facility is as follows:

NOW, THEREFORE, in consideration of the promises set forth herein, the parties hereto agree as follows:

1. Beginning January 1 through December 31, 2025, the costs for the use of the Borough of Oceanport's Compost Facility do not exceed \$5,000.00 per annum.

2. This agreement expires December 31, 20235. Even so, the Borough of Monmouth Beach may terminate this agreement for breach, or any other good cause shown including completion of the Borough of Oceanport's permanent facilities prior to the expiration of this agreement upon thirty (30) days written notice. The Borough of Oceanport may

terminate this agreement for breach, or any other cause shown, upon thirty (30) days written notice.

3. Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

4. This Agreement represents the entire agreement between the Borough of Oceanport and the Borough of Monmouth Beach and cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only by a writing which is signed by each party hereto.

5. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

6. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-72 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

IN WITNESS WHEREOF on the seals and date below written:

ATTEST:

BOROUGH OF MONMOUTH BEACH



JOYCE ESCALANTE
Municipal Clerk



DAVID SICKLE
Mayor

ATTEST:

BOROUGH OF OCEANPORT



STEPHANIE KRAMER
Deputy Borough Clerk



THOMAS J. TVRDIK
Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT GRANTING A WAIVER AND
AUTHORIZING A STREET OPENING PERMIT FOR A PORTION OF ALLENHURST AVENUE
UNDER MORATORIUM FOR THE BENEFIT OF 14 ALLENHURST AVENUE**

Resolution #2025-73

02/06/2025

WHEREAS, property owners Christopher Dudick and Betsy Palazzo have requested a waiver of the street opening moratorium in order to supply natural gas services at their property 14 Allenhurst Avenue; and

WHEREAS, this portion of Allenhurst Avenue is presently under moratorium which expires in September of 2028 per the Borough Engineer; and

WHEREAS, Mr. Dudick and Ms. Palazzo have petitioned the Governing Body to grant a waiver of the moratorium; and

WHEREAS, the Borough Engineer has reviewed and recommended that should the Governing Body approve the request that the permit(s) be issued subject to the requirements of Borough Code § 331-9D et. seq. that the approval be granted conditioned upon the entire trench shall be backfilled with Dense Graded Aggregate to minimize settlement. The trench shall be patched with 6" of Hot Mix Asphalt 19M64 for a distance of 6" beyond the trench limits in all directions. After a minimum 3 month period the area shall be milled 12" beyond the excavation in all directions and overlaid with 2" of Hot Mix Asphalt 9.5M64. If there is more than one opening the areas shall be covered by a single patch with the area squared off at the direction of the Borough Engineer".

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that street opening applications for new natural gas service on behalf of 14 Allenhurst Avenue is hereby authorized based on the Borough Engineer's recommendation and subject to the following:

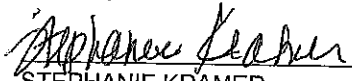
1. Repair of said openings pursuant with Borough Code § 331-9D et. seq. and the recommendation of the Borough Engineer as outlined above.
2. Payment of the moratorium penalty charge pursuant with § 331-9.1 and § 331-9.2
3. 3. Payment / posting of all application fees, performance bonds, cash repair deposits and required insurance.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025 -73 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING CHANGE ORDER #1
TO THE CONTRACT FOR 2022 ROAD PROGRAM IMPROVEMENTS BETWEEN MECO INC
AND THE BOROUGH OF OCEANPORT**

Resolution #2025-74
02/06/2025

WHEREAS, pursuant with adoption of Resolution #2023-0260 the Borough of Oceanport awarded a contract to MECO Inc. for the 2023 Road Program for the original sum of \$1,612,014.65; and

WHEREAS, the final project amount came in less than the awarded amount and there is a need to amend the contract by resolution to reflect the decreased contract amount as stated in a letter from the Engineer dated January 30, 2025; and

WHEREAS, Change Order #1 will reduce the amended contract of \$1,612,014.65 to reflect adjustments and credits for an overall reduction of \$18,738.77 for a final total contract amount of \$1,593,275.88; and

WHEREAS, based on the foregoing, the Borough Council has determined that it is necessary and appropriate to approve Change Order #1,

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

1. Change Order #1 to reduce the contract between the Borough of Oceanport and MECO Inc. by \$18,738.77 is hereby approved.

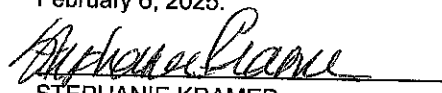
2. The Mayor and Borough Clerk are hereby authorized to sign the change order on behalf of the Borough.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-74 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER - 1 FINAL
STATE AID PROJECT

Project	2023 ROAD PROGRAM
Municipality	BOROUGH OF OCEANPORT
County	MONMOUTH
Contractor	MECO, INC.

In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change (Attach additional sheets if required)

- * Final As-Built Quantity Adjustments

Increased Items

Item No.	Description	Quantity (+/-)	Unit Price	Amount
A6	UNIFORM TRAFFIC DIRECTORS	1.496433333 ALL	\$ 7,500.00	\$ 11,223.25
A16	HOT MIX ASPHALT DRIVEWAY, 3-1/2" THICK	4.67 SY	\$ 25.00	\$ 116.75
A25	TRAFFIC STRIPES, 4"	9 LF	\$ 1.40	\$ 12.60
A26	TRAFFIC MARKINGS LINES, 24"	6 LF	\$ 8.50	\$ 51.00
Subtotal Proposal A				\$ 11,403.60
B18	HOT MIX ASPHALT DRIVEWAY, 3-1/2" THICK	43.11 SY	\$ 25.00	\$ 1,077.75
B19	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	12.22 SY	\$ 125.00	\$ 1,527.50
B20	RESET EXISTING PAVERS	35.33333333 SY	\$ 135.00	\$ 4,770.00
B22	INLET, TYPE 'B'	3 UN	\$ 4,000.00	\$ 12,000.00
B24	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	3 UN	\$ 1,850.00	\$ 5,550.00
B31	CONCRETE SIDEWALK, 4" THICK	36 SY	\$ 120.00	\$ 4,320.00
B33	8" X 18" CONCRETE VERTICAL CURB	1227 LF	\$ 42.00	\$ 51,534.00
B34	CONCRETE CURB AND GUTTER	721 LF	\$ 48.00	\$ 34,608.00
B41	TOPSOILING, 4" THICK	850 SY	\$ 10.00	\$ 8,500.00
B42	FERTILIZING AND SEEDING	850 SY	\$ 1.00	\$ 850.00
B43	STRAW MULCHING	850 SY	\$ 1.00	\$ 850.00
Subtotal Proposal B				\$ 125,587.25
Total Increase Proposal A & Proposal B				\$ 136,990.85

Decreased Items

Item No.	Description	Quantity (+/-)	Unit Price	Amount
A7	FUEL PRICE ADJUSTMENT	-8477.43 DOL	\$ 1.00	\$ (8,477.43)
A8	ASPHALT PRICE ADJUSTMENT	-4245.81 DOL	\$ 1.00	\$ (4,245.81)
A9	EXCAVATION, TEST PIT	-50 CY	\$ 1.00	\$ (50.00)
A10	ROAD EXCAVATION, UNCLASSIFIED	-637.5 CY	\$ 10.00	\$ (6,375.00)
A11	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	-3815 SY	\$ 0.01	\$ (38.15)

(Submit four (4) copies to the Local Aid District Office)

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER - 1 FINAL
STATE AID PROJECT

A12	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	-113.91 TON	\$ 93.00	\$ (10,593.63)
A13	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	-13.88 TON	\$ 93.00	\$ (1,290.84)
A14	POLYMERIZED JOINT ADHESIVE	-1470 LF	\$ 0.01	\$ (14.70)
A15	TACK COAT	-375 GAL	\$ 0.01	\$ (3.75)
A17	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	-1 UN	\$ 1,650.00	\$ (1,650.00)
A18	BICYCLE SAFE GRATE	-1 UN	\$ 485.00	\$ (485.00)
A19	CURB PIECE, TYPE 'N' ECO	-1 UN	\$ 425.00	\$ (425.00)
A20	INLET, TYPE 'B'	-1 UN	\$ 3,900.00	\$ (3,900.00)
A21	12" REINFORCED CONCRETE PIPE	-130 LF	\$ 75.00	\$ (9,750.00)
A22	15" REINFORCED CONCRETE PIPE	-37 LF	\$ 77.00	\$ (2,849.00)
A23	8" X 18" CONCRETE VERTICAL CURB	-4 LF	\$ 42.00	\$ (168.00)
A24	CONCRETE SWALE CURB	-207 LF	\$ 50.00	\$ (10,350.00)
A27	REGULATORY AND WARNING SIGN	-60 SF	\$ 50.00	\$ (3,000.00)
Subtotal Proposal A				\$ (63,666.31)
B2	BREAKAWAY BARRICADE	-1 UN	\$ 1.00	\$ (1.00)
B6	UNIFORM TRAFFIC DIRECTORS	-0.0297252 ALL	\$ 25,000.00	\$ (743.13)
B7	FUEL PRICE ADJUSTMENT	-24925.85 DOL	\$ 1.00	\$ (24,925.85)
B8	ASPHALT PRICE ADJUSTMENT	-15967.71 DOL	\$ 1.00	\$ (15,967.71)
B9	EXCAVATION, TEST PIT	-50 CY	\$ 1.00	\$ (50.00)
B10	ROAD EXCAVATION, UNCLASSIFIED	-1353 CY	\$ 10.00	\$ (13,530.00)
B11	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	-9315 SY	\$ 0.01	\$ (93.15)
B12	2 1/2" CLEAN STONE	-350 CY	\$ 10.00	\$ (3,500.00)
B13	HMA MILLING, 3" OR LESS	-1893.221538 SY	\$ 3.25	\$ (6,152.97)
B14	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	-390.33 TON	\$ 95.00	\$ (37,081.35)
B15	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	-237 TON	\$ 95.00	\$ (22,515.00)
B16	POLYMERIZED JOINT ADHESIVE	-7730 LF	\$ 0.01	\$ (77.30)
B17	TACK COAT	-1885 GAL	\$ 0.01	\$ (18.85)
B21	GRAVEL DRIVEWAY RESTORATION	-20 SY	\$ 10.00	\$ (200.00)
B23	RECONSTRUCTED INLET, TYPE A, USING NEW CASTING	-1 UN	\$ 1,600.00	\$ (1,600.00)
B25	RESET EXISTING CASTING	-1 UN	\$ 250.00	\$ (250.00)

(Submit four (4) copies to the Local Aid District Office)

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER - 1 FINAL
STATE AID PROJECT

B26	BICYCLE SAFE GRATE	-1 UN	\$	485.00	\$ (485.00)
B27	CURB PIECE, TYPE 'N' ECO	-1 UN	\$	425.00	\$ (425.00)
B28	4" UNDERDRAIN	-400 LF	\$	42.00	\$ (16,800.00)
B29	10" DUCTILE IRON PIPE	-5 LF	\$	115.00	\$ (575.00)
B30	12" HIGH DENSITY POLYETHYLENE PIPE	-8 LF	\$	68.00	\$ (544.00)
B32	DETECTABLE WARNING SURFACE	-4 SY	\$	400.00	\$ (1,600.00)
B35	TRAFFIC STRIPES, 4"	-55 LF	\$	1.40	\$ (77.00)
B36	TRAFFIC MARKINGS LINES, 24"	-31 LF	\$	8.50	\$ (263.50)
B37	REGULATORY AND WARNING SIGN	-8.75 SF	\$	50.00	\$ (437.50)
B38	RESET CASTING, SANITARY SEWER	-15 UN	\$	250.00	\$ (3,750.00)
B39	TREE REMOVAL, UNDER 12" DIAMETER	-1 UN	\$	980.00	\$ (980.00)
B40	TREE REMOVAL, OVER 12" TO 24" DIAMETER	-1 UN	\$	1,100.00	\$ (1,100.00)
Subtotal Proposal B					\$ (153,743.31)
Total Decrease Proposal A + Proposal B					\$ (217,409.62)

Supplemental Items (NJDOT Non-Participating)

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
S-1	10" DIP PIPE COMANCHE DRIVE	188 LF	\$ 115.00	\$ 21,620.00
S-2	Comanche Drive - Excavation, Backfill & Compaction for Water Utility	1 LS	\$ 4,000.00	\$ 4,000.00
Subtotal Proposal A				\$ 25,620.00
S-3	Seneca Flared End 15" HDPE RipRap Exc, Rem Old Pipe, Tie to Inlet	1 LS	\$ 8,900.00	\$ 8,900.00
S-4	Seneca - Split Rail Fence	1 LS	\$ 3,060.00	\$ 3,060.00
S-4	96 Pemberton - Raise Sewer Service & Install New Concrete Walk	1 LS	\$ 1,200.00	\$ 1,200.00
S-5	Remob Charges Morris Avenue & Driveway	1 LS	\$ 12,150.00	\$ 12,150.00
S-6	529 Port au Peck Ave - Repair Asphalt	1 LS	\$ 5,500.00	\$ 5,500.00
S-7	Protection of S. Pemberton Driveways	7 UN	\$ 750.00	\$ 5,250.00
Subtotal Proposal B				\$ 36,060.00
Total Supplemental Items				\$ 61,680.00

(Submit four (4) copies to the Local Aid District Office)

RESOLUTION OF THE BOROUGH OF OCEANPORT APPOINTMENTS TO BOARDS AND
COMMITTEES

Resolution #2025-75
02-06-2025

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

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

BE IT RESOLVED, that the following appointment be made by the Mayor with advice and consent of Council:

§ 29-116 HISTORICAL COMMITTEE

Kellie Obosky 1yr Term expiring 12/31/25
Elke Merz 1 yr Term expiring 12/31/25

The HISTORICAL COMMITTEE is now composed of the following members:

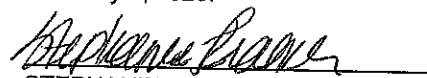
Rosanne Letson 1yr Term expiring 12/31/25
Robin Kelly 1yr Term expiring 12/31/25
Paula Lombardo 1yr Term expiring 12/31/25
Ric Siciliano 1yr Term expiring 12/31/25
Toni Sverapa 1yr Term expiring 12/31/25
John Bonforte 1yr Term expiring 12/31/25
Tom Cavanaugh 1yr Term expiring 12/31/25
Joseph Foster 1yr Term expiring 12/31/25
James Whitson 1yr Term expiring 12/31/25
Kellie Obosky 1yr Term expiring 12/31/25
Elke Merz 1yr Term expiring 12/31/25

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	()	()	()	(x)
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-75 approved by the Oceanport Borough Council at the Regular Meeting held February 6, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

ORDINANCE #1104

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

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

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

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

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

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

SECTION 1. Administration & Finance

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

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

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

SECTION 3. Department of Public Works

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

SECTION 4. Municipal Court

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

SECTION 5. Recreation & Education

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

SECTION 6. Planning & Development

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

SECTION 7. Board of Health

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

SECTION 8. Emergency Management

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

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

SECTION 10. Police Department

Chief	\$	110,000.	-	175,000. <u>190,000.</u>
Captain	\$	120,000.	-	150,000.
Lieutenant	\$	117,000.	-	145,000.
Sergeants	\$	114,000.	-	140,000.
Detective	\$	Stipend	-	250./mo
Patrol XII	\$	107,000.	-	130,000.
Patrol XI	\$	99,000.	-	115,000.
Patrol X	\$	94,000.	-	110,000.
Patrol IX	\$	88,000.	-	130,000.
Patrol VIIIA	\$	97,000.	-	115,000.
Patrol VIII	\$	82,000.	-	105,000.
Patrol VII	\$	76,000.	-	95,000.
Patrol VI	\$	70,000.	-	85,000.
Patrol V	\$	64,000.	-	78,000.
Patrol IV	\$	58,000.	-	70,000.
Patrol III	\$	50,960.	-	60,000.
Patrol II	\$	46,000.	-	54,000.

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

SECTION 11. Casual Labor

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

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

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

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

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

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

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

APPROVED ON FIRST READING

DATED: December 5, 2024

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: December 17, 2024

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

THOMAS J. TVRDIK
Mayor

Ordinance # []- Tree Removal-Replacement Ordinance

Modify current Chapter 371.-2.

SECTION I. Purpose:

An ordinance to establish requirements for tree removal and replacement in **Borough of Oceanport** to reduce soil erosion and pollutant runoff, promote infiltration of rainwater into the soil, and protect the environment, public health, safety, and welfare.

SECTION II. Definitions:

For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this ordinance clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The use of the word "shall" mean the requirement is always mandatory and not merely directory.

A. "Applicant" means any "person," as defined below, who applies for approval to remove trees regulated under this ordinance.

B. "Critical Root Radius (CRR)" – means the zone around the base of a tree where the majority of the root system is found. This zone is calculated by multiplying the diameter at breast height (DBH) of the tree by 1.5 feet. For example: a tree with a 6" DBH would have a CRR = 6"x1.5' = 9'.

C. "Diameter at Breast Height (DBH)" means the diameter of the trunk of a mature tree measured at a point four and a half feet above ground level from the uphill side of the tree. For species of trees where the main trunk divides below the ½ foot height, the DBH shall be measured at the highest point before any division.

D. "Hazard Tree" means a tree or limbs thereof that meet one or more of the criteria below. Trees that do not meet any of the criteria below and are proposed to be removed solely for development purposes are not hazard trees.

1. Has an infectious disease or insect infestation;
2. Is dead or dying;

3. Obstructs the view of traffic signs or the free passage of pedestrians or vehicles, where pruning attempts have not been effective;

4. Is causing obvious damage to structures (such as building foundations, sidewalks, etc.); or

5. Is determined to be a threat to public health, safety, and/or welfare by a certified arborist or Licensed Tree Expert (LTE).

E. "Person" means any individual, resident, corporation, utility, company, partnership, firm, or association.

F. "Planting strip" means the part of a street right-of-way between the public right-of-way and the portion of the street reserved for vehicular traffic or between the abutting property line and the curb or traveled portion of the street, exclusive of any sidewalk.

G. "Resident" means an individual who resides on the residential property or contractor hired by the individual who resides on the residential property where a tree(s) regulated by this ordinance is removed or proposed to be removed.

H. "Street Tree" means a tree planted in the sidewalk, planting strip, and/or in the public right-of-way adjacent to (or specified distance from) the portion of the street reserved for vehicular traffic. This also includes trees planted in planting strips within the roadway right-of-way, i.e., islands, medians, pedestrian refuges.

I. "Tree" means a woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

J. "Tree Caliper" means the diameter of the trunk of a young tree, measured six (6) inches from the soil line. For young trees whose caliper exceeds four (4) inches, the measurement is taken twelve (12) inches above the soil line.

K. "Tree removal" means to kill or to cause irreparable damage that leads to the decline and/or death of a tree. This includes, but is not limited to, excessive pruning, application of substances that are toxic to the tree, over-mulching or improper mulching, and improper grading and/or soil compaction within the critical root radius around the base of the tree that leads to the decline and/or death of a tree. Removal does not include responsible pruning and maintenance of a tree, or the application of treatments intended to manage invasive species.

L. TREE REMOVAL PERMIT - A permit approved by the Borough and duly issued by the Borough Zoning officer or designee according to the terms of this chapter. The permit consists of a written letter acknowledging which trees have been approved for

removal and is accompanied by a permit sign to be posted publicly. The permit may also include additional compliance requirements such as a replanting agreement or landscape plan.

SECTION III. Regulated Activities:

A. Application Process:

1. Any person planning to remove a street tree, as defined as Tree removal, with DBH of 2.5" or more or any non-street tree with DBH of 6" or more on their property shall submit a Tree Removal Application to Zoning Official. No tree shall be removed until municipal officials have reviewed and approved the removal.
2. The application will be on a form provided by Zoning office.
3. The application must be accompanied by a recent survey showing the location and sizes of the trees to be removed and replaced.
4. Application for any tree removal or replacement that is the result of work or development to go before the Zoning or Planning boards will be referred by the Zoning Officer to the board secretary and engineer. The Board will review and mention any modifications or approval in the resolution of approval issued.
 - a. The Board may request professional tree surveys and or site plans be provided for review.
5. Application Fee
 - a. The application review fee is \$50, due before any review is performed by the Zoning Officer. The fee is per application and only good for one block and lot parcel.
 - b. A re-review fee of \$25 is required for plan resubmittals after rejected application. The Zoning Office can waive this fee if the review time is determined to be minimal.
 - c. The fee for governmental bodies removing or relocating trees on public land is waived.
 - d. The review fee for application going to the Zoning or Planning board will be charged via the professional's rate approved by the board and charged to the escrow account.

B. Tree Replacement Requirements

1. Any person who removes one or more street tree(s) with a DBH of 2.5" or more, unless exempt under Section IV, shall be subject to the requirements of the Tree Replacement Requirements Table below.
2. Any person who removes one or more tree(s), as defined as Tree removal, with a DBH of 6" or more, unless otherwise detailed under Section IV, shall be subject to the requirements of the Tree Replacement Requirements Table.
3. The species type and diversity of replacement trees shall be in accordance with Appendix A

Replacement tree(s) shall:

1. Be replaced in kind with a tree that has an equal or greater DBH than tree removed or meet the Tree Replacement Criteria in the table below;
2. Be planted within twelve (12) months of the date of removal of the original tree(s) or at an alternative date specified by the municipality;
3. Be monitored by the applicant for a period of two (2) years to ensure their survival and shall be replaced as needed within twelve (12) months; and
4. Shall not be planted in temporary containers or pots, as these do not count towards tree replacement requirements.

Tree Replacement Requirements Table:

Category	Tree Removed (DBH)	Tree Replacement Criteria (See Appendix A)	Dollar Amount per Tree removed if tree cannot be replanted
1	DBH of 2.5" (for street trees) or 6" (for non-street trees) to 12.99"	Replant 1 tree with a minimum tree caliper of 1.5" to 2" for each tree removed	\$275 for each tree removed
2	DBH of 13" to 22.99"	Replant 2 trees with minimum tree calipers of 1.5" to 2" for each tree removed	\$550 for each tree removed
3	DBH of 23" to 32.99"	Replant 3 trees with minimum tree calipers of 1.5" to 2" for each tree removed	\$1500 per each tree removed
4	DBH of 33" or greater	Replant 4 trees with minimum tree calipers of 1.5" to 2" for each tree removed	\$2,000 for each tree removed

C. Replacement Alternatives:

1. If the municipality determines that some or all required replacement trees cannot be planted on the property where the tree removal activity occurred, then the applicant shall do one of the following:

- a. Plant replacement trees in a separate area(s) approved by the municipality or Shade Tree Committee.
- b. Pay a fee the in the Tree Replacement Requirement table, per tree removed. This fee shall be deposited into a municipal fund dedicated to tree planting and continued maintenance of the trees.

D. New plantings.

1. Any new tree that is not an invasive species or prohibited by the state, county, or this borough may be planted by a property owner where they wish on their lot with the following conditions.

A. The tree shall be outside of the public easement.

B. The trees must conform with all zoning provisions of the Borough code including what is deemed a fence.

2. In all new developments, renovations, including building lifts, substantial improvements, and the construction of additions of which shall have commenced following the effective date of this chapter, trees shall be planted by the developer on each side of a lot fronting a street therein, providing one tree in ever 50 foot section. As an example, a corner lot with two 100-foot frontages on public streets would plan a minimum of 4 trees. Such trees shall be at least 1.5" to two inches in diameter. The tree shall be outside of the public easement and in front of the building.

3. Such trees shall be as listing appendix A, planted while in a dormant state and properly staked, with topsoil sufficient to cover all roots. Said trees shall be in good growing condition at the end of one year or shall be replaced by the developer in accordance with this chapter. The Shade Tree Committee shall direct the placement, planting, and selection of trees in all new developments and shall certify its approval thereof to the Planning Board and the Mayor and Council. The location of such new plantings or replacements shall be such that, wherever possible, conflict or interference with existing overhead or underground utilities or other facilities will be avoided. No new plantings shall be made in the area between sidewalks and curbs, nor shall any such existing plantings be replaced.

E. Inspections

1. The applicant upon completing the planting of the new trees shall request an inspection from the Zoning Official on the appropriate form provided by the official.
2. Failure to request an inspection before the 12-month time limit to replant will result in a requirement to reapply with a full fee amount.
3. Failure to complete the planting actions without inspection after reapplying for a second permit will result in violations and fines detailed in section VI.

4. After two failed inspections for the same permit an inspection fee of \$50 shall be charged for all further inspections requested.

SECTION IV. Exemptions:

All persons shall comply with the tree replacement standard outlined above, except in the cases detailed below. Proper justification shall be provided by the applicant, in writing, via the approved application to the municipality by all persons claiming an exemption.

- A. Tree farms in active operation, nurseries, fruit orchards, and garden centers;
- B. Properties used for the practice of silviculture under an approved forest stewardship or woodland management plan that is active and on file with the municipality;
- C. Any trees removed as part of a municipal or state decommissioning plan. This exemption only includes trees planted as part of the construction and predetermined to be removed in the decommissioning plan.
- D. Any trees removed pursuant to a New Jersey Department of Environmental Protection (NJDEP), or U.S. Environmental Protection Agency (EPA) approved environmental clean-up, or NJDEP approved habitat enhancement plan;
- E. Approved game management practices, as recommended by the State of New Jersey Department of Environmental Protection, Division of Fish, Game and Wildlife;
- F. Hazard trees may be removed with no fee or replacement requirement if meeting one of the requirements below and approved by the reviewing officer.
 - a. Hazard trees to have proper justification by a NJ Licensed Tree Expert, Arborist, or NJ Statue 45:15C-11
 - b. Proof of the hazard tree with color photos and written statement from the owner or contractor demonstrating the trees are in severe decline, diseased, or damaged such that they cannot, or should not, be saved.

SECTION V. Enforcement:

This ordinance shall be enforced by the Borough Administrator or any authorized employee of the Construction, Code Enforcement, Public Works, Police Department or

any person or persons designated by the Mayor and Borough Council for that purpose, during the course of ordinary enforcement duties.

SECTION VI. Violations and Penalties:

Any person(s) who is found to be in violation of the provisions of this ordinance shall be subject to a fine of up to \$2,000 amount per tree to be established by municipality but shall not be less than the amount of the required replacement tree(s) and cost of planting]

SECTION VIII. Severability:

Each section, subsection, sentence, clause, and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause, and phrase, and finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause or reason shall not affect any other portion of this Ordinance.

SECTION IX. Effective Date:

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

Adoption Date: _____

Approved By: _____

Appendix A

Approved list of Replacement tree Species and Planting Standards for (Insert Municipality Name)

[The municipality shall provide a list of approved trees that are acceptable to be planted as replacement trees, or at a minimum develop a list of trees that shall not be used as replacement trees. The list shall include approved planting times/seasons and proper planting standard procedures or a reference to available literature containing this information.]

Tree Species	Planting Season	Planting Procedure (soil type, watering, pruning, staking, wrapping, exposure, depth, mulching, etc.)