



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • SEPTEMBER 7, 2023

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

I. Meeting Called to Order

II. Statement of Compliance with Open Public Meetings Act:

This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2023 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.

III. Flag Salute, Statement to the Public

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

IV. Roll Call

V. Presentation

1. Presentation: EV Charging Stations

VI. Public Comment on Action Items

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

VII. Action Items

- #2023-206 Resolution authorizing payment of BILL LIST 09-07-2023
- #2023-207 Resolution appointment of Kelly O'Toole as full time Administrative Assistant
- #2023-208 Resolution amending contract with The Borja Group for facility use management consulting

VIII. Clerk's Report

1. Yard Sale Weekend
2. Resolution authorizing the purchase of Audio/Video Upgrades
3. Route 71 & Eatontown Blvd Intersection Improvements

Old Business

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

New Business

4. Resolution amending the 2023 Salary Resolution
5. Resolution acknowledging receipt of 2022 annual audit
6. Resolution renewing membership in the Monmouth Municipal Joint Insurance Fund
7. Resolution awarding contract to Blaze Emergency Equip for 2023 fire equipment services
8. Resolution adopting an Affordability Assistance Manual
9. Resolution authorizing an Interlocal Agreement with OPBOE for ground maintenance and snow plowing
10. Resolution authorizing an Interlocal Agreement with OPBOE for Class III SLEOs
11. Resolution authorizing an MOU with FMERA for Engineering Services - Demolition of Bldgs 550, 551
12. Resolution awarding contract for Engineering Services for FMERA MOU for Bldgs 550/551 demolition
13. Resolution approving First Aid Membership - Schmid, Daniela
14. Ordinance Amending Special Event Fees for First Aid/Fire Standby
15. Ordinance Amending Land Development Chapter 390-27 "Portable On Demand Storage"

IX. Mayor's Report**X. Public Comment**

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

XI. Adjournment

BLACKBERRY BAY PARK



BOROUGH OF OCEANPORT



PROPOSAL

EcoCharge, LLC. Is proposing to the Borough of Oceanport a

- Installation of 6 EV charging stations in Blackberry Park
- Installation of 4 EV charging stations in Community Center Park
- Generous revenue share of \$.03 per KWh utilized by EV charging

This is a no cost program to Oceanport. All incentives, grants, and monies involved will be issued through EcoCharge. Oceanport will participate in revenue sharing realized from car charging.

INTRODUCTION

An EcoCharge Partnership with Oceanport provides the residents of Oceanport and their guests the ability to charge their Electric Vehicles while visiting, watching local sporting events, or attending one of the many townwide festivities Oceanport offers.

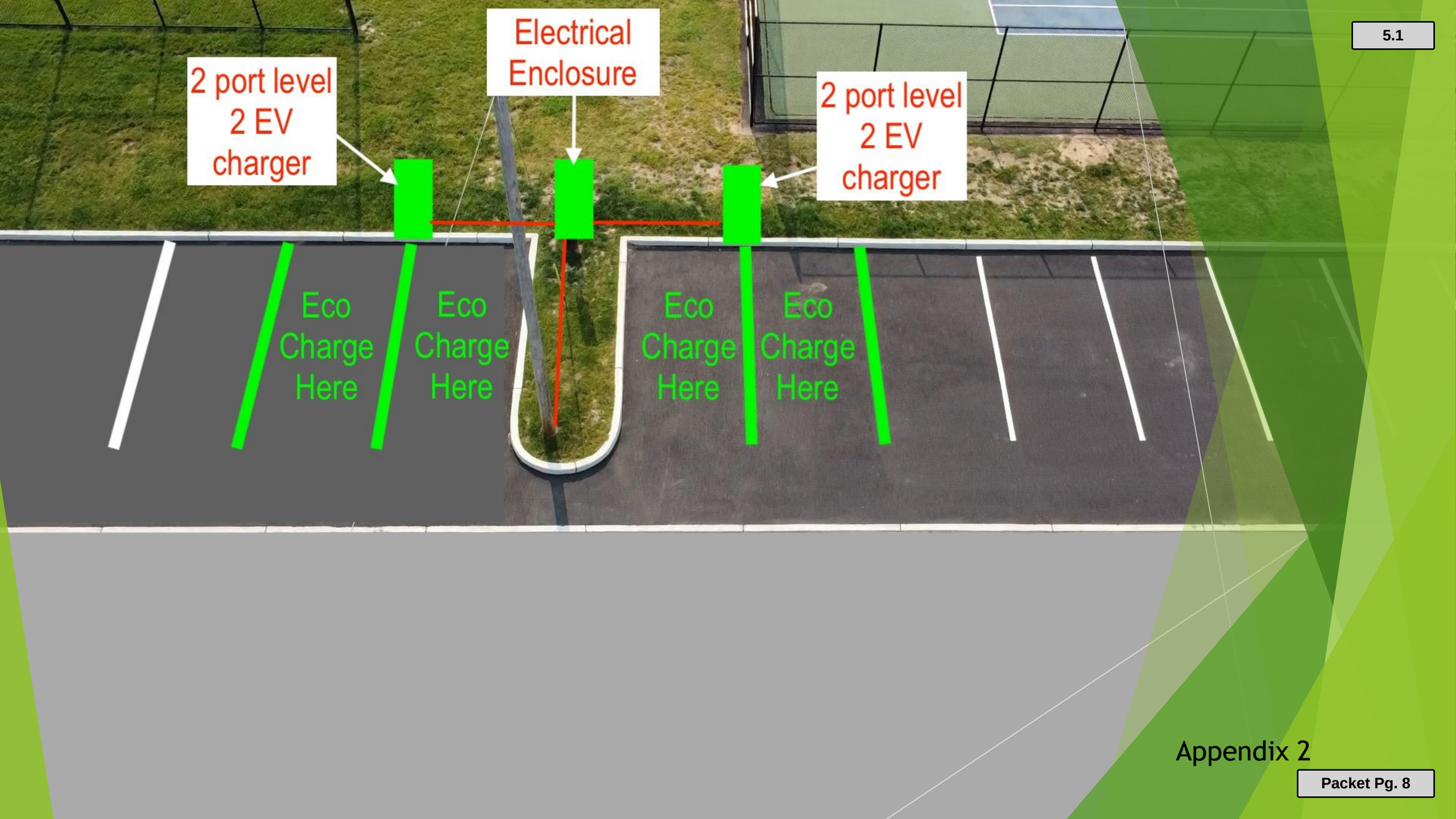
The push for EV's and EV charging stations is increasing daily with government bodies, automotive manufacturers and energy companies calling for mandatory changes in our infrastructure. Being a step ahead of this initiative will allow Oceanport to not only be at the forefront of this movement but meet future requirements without any capital expenditure.

EcoCharge utilizes incentive programs and grants (where applicable) to supplement the cost of the charging stations and installation. Oceanport does not have to apply for any grants to take advantage of EcoCharge's no cost charging stations solution.

ECOCHARGE PREMIER

- **EcoCharge will deploy 6 Level II 9.6 KW EV chargers at the front 6 parking spaces as outlined in appendix 1 at no cost to the Boro of Oceanport located Blackberry Bay Park Oceanport, NJ as well as 4 Level II 9.6 KW EV chargers in the parking area located at Community Center Park (Appendix 2).**
- **EcoCharge will install a new service in its name located at 440 Port Au Peck Ave. , EV, Oceanport, NJ 07757 and 380 Port Au Peck Ave. EV, Oceanport, NJ 07757.**
- **EcoCharge will provide all materials, charging stations, electric service, maintenance and system monitoring for the lifetime of the agreement at no cost to the Boro of Oceanport or it's taxpayers.**
- **EcoCharge's Charging pedestals may allow for future digital marketing which will permit town announcements and events to be advertised at no cost to Oceanport.**





2 port level
2 EV
charger

Electrical
Enclosure

2 port level
2 EV
charger

Eco
Charge
Here

Eco
Charge
Here

Eco
Charge
Here

Eco
Charge
Here

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR SEPTEMBER 7, 2023**

**Resolution #2023-206
09/7/23**

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of September 7, 2023.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$2,302,539.20.

CERTIFICATION OF FUNDS

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



Catherine D. LaPorta, CFO

**BOROUGH OF OCEANPORT
BILL LIST**

7-Sep-23

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$140,550.86 17TH PAY
PAYROLL ACCOUNT	\$153,581.16 18TH PAY
DCRP	\$450.28
MANUAL CHECKS	
NJ DEP - PERMIT	\$9,000.00
GRANT FUND	\$4,807.93
CAPITAL	\$85,491.19
DOG REGISTRY TOTAL	\$0.00
OPEN SPACE TRUST TOTAL	\$170,533.66
SUI	\$0.00
OFF DUTY TRUST	\$0.00
UCC TRUST	\$474.52
TRUST OTHER TOTAL	\$6,019.24
ESCROW TRUST TOTAL	\$42,832.82
NON BUDGETARY	\$1,220,243.43
2022 VOUCHERS PAID THIS MEETING	\$99,956.90
2023 VOUCHERS PAID THIS MEETING	\$368,597.21
TOTAL	\$2,302,539.20

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



List of Bills - (All Funds)

7.1.b

Vendor	Description	Payment	Check Total
Current Fund			
1767 - ADT SECURITY CORPORATION	PO 14633 FIRE MONITORING - 930 OCEANPORT WAY	62.50	62.50
1658 - AMAZON CAPITAL SERVICES, INC	PO 13901 New First Aid Bags	209.97	
	PO 14448 Fire Investigation training books (Cheno	172.00	
	PO 14449 First Aid bags for patrol vehicles	327.56	
	PO 14450 Toshiba Canvio 4TB Portable Hard Drive f	94.99	
	PO 14465 ALUMINUM UNDERBODY TRUCK BOX AND MOUNTIN	621.25	
	PO 14488 ITEMS FOR DPW SHOP	538.92	
	PO 14609 EXIT SIGN BATTERIES FOR LIBRARY	16.98	1,981.67
1658 - AMAZON CAPITAL SERVICES, INC	PO 14623 OFFICE SUPPLIES	92.08	
	PO 14702 SUPPLIES - POLICE	146.28	238.36
1019 - ARCHER & GREINER PC	PO 14587 BOND COUNCIL SERVICES	13,455.90	13,455.90
1116 - ASBURY PARK PRESS	PO 14661 Legal Notice - Ordinance	106.28	106.28
1665 - ATLANTIC PLUMBING SUPPLY COPR	PO 14556 SUPPLIES	49.53	49.53
1795 - ATLANTIC PRINTING & DESIGN	PO 13951 Business Cards for Connor Rogers	35.00	35.00
1029 - BEATRIZ C CRANEY	PO 14649 INTERPRETING - AUG 2023	120.00	
	PO 14671 INTERPRETING - AUG 2023	100.00	220.00
2045 - BIRDS BEWARE, INC	PO 14498 GEESE REMEDIATION & CONTROL	490.00	490.00
1525 - BOUND TREE MEDICAL	PO 13953 FIRST AID - SUPPLIES	3,472.34	3,472.34
1047 - CENTRAL JERSEY HEALTH INSURANC	PO 14650 HEALTH / DENTAL INSURANCE - SEPT 2023	69,377.71	69,377.71
1050 - CERTIFIED SPEEDOMETER, INC	PO 14455 Calibrate Radars in Patrol vehicles	220.00	220.00
1851 - CHRIS HENRY, JR.	PO 14740 Uniform Reimbursement Henry	139.99	139.99
1807 - COLLIERS ENGINEERING & DESIGN	PO 12132 Engineering Services	4,900.00	
	PO 14635 FMERA ENGINEERING SERVICES	3,701.25	
	PO 14636 FMERA ENGINEERING SERVICES	9,996.25	
	PO 14637 FMERA ENGINEERING SERVICES	246.96	
	PO 14644 GENERAL ENGINEERING	5,700.00	
	PO 14645 BLDG 886 DEMO	4,096.68	
	PO 14685 BLDG 886 DEMO	711.25	29,352.39
1446 - DIRECT ENERGY BUSINES	PO 14709 TRAFFIC LIGHTS - 06/30-07/31/23	117.19	
	PO 14710 STREET LIGHTS - 06/29-07/31/23	25.31	
	PO 14711 PARKS - 06/30-08/01/23	96.33	238.83
1099 - EUROFINS ENVIRONMENT TESTING PHILAD	PO 14508 WATER TESTING - JULY 2023	480.00	480.00
1100 - EVAN RUANE	PO 14744 Uniform Reimbursement Ruane	491.61	491.61
1991 - FRANK SKOVVRAN JR	PO 14664 Equip purchase for Skovran	161.00	161.00
1941 - GOTO TECHNOLOGIES USA, INC	PO 14698 WEBINAR SERVICE	199.00	199.00
1131 - GRAINGER (ACCT #831466131	PO 14490 AIR FILTERS FOR PORT AU PECK FIRESHOUSE	261.74	
	PO 14554 DRAWDOWN FROM BLANKET PO 14533 FOR PARTS	96.66	358.40
1506 - GRANICUS, LLC	PO 14747 AGENDA & MINUTE SOFTWARE - SEPT 2023	415.00	415.00
1889 - GREAT AMERICA FINANCIAL SERVICES	PO 14705 MONTHLY RENTAL	159.00	159.00
1518 - IDEMIA IDENTITY & SECURITY	PO 14572 Livescan maintenance and support	2,805.00	2,805.00
1875 - INTERNATIONAL ASSOCIATION OF ARSON INVES	PO 14522 MEMBERSHIP - T. GRIFFIN	148.00	148.00
1891 - JAMM PRINTING	PO 14286 PRINT CHECKLIST	180.00	180.00
1685 - JANITOR SUPPLY CORP	PO 13359 SUPPLIES FOR BORO HALL AND PD	485.68	
	PO 13605 SUPPLIES FOR BORO HALL	148.55	634.23
1153 - JERSEY CENTRAL POWER & LIGHT	PO 14593 200-000-957-015 - 06/27-7/27/23	1,085.77	
	PO 14594 200-000-957-015 - 06/02-29/23	463.69	
	PO 14595 200-000-956-009 - 06/30-08/01/23	2,358.27	3,907.73
1480 - JOHN GUIRE SUPPLY	PO 14495 FLEXOPAK 2 MINE TUFF 1/2"	115.32	115.32
1499 - KEVIN E KENNEDY, ESQ	PO 14658 PB - 2023 MEETINGS	500.00	
	PO 14659 PB Litigation	195.00	695.00
1814 - LEAF	PO 14737 COPIER	223.01	223.01
1867 - MONITRONICS	PO 14655 Contracted Alarm Service - Old Wharf	1,036.20	1,036.20
1218 - MONMOUTH COUNTY POLICE ACADEMY	PO 14668 Accelerated Waiver Training Peacock	750.00	750.00
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 14477 PD GASOLINE - JUN 2023	2,424.77	
	PO 14478 FA GASOLINE - JUN 2023	270.89	
	PO 14479 FD GASOLINE - JUN 2023	488.95	
	PO 14480 OEM GASOLINE - JUN 2023	75.76	
	PO 14481 DPW- GASOLINE - JUNE 2023	2,240.89	5,501.26
2080 - MRT RENTAL LLC	PO 14025 SUMMERS END	3,050.00	3,050.00
1241 - NAPA AUTO PARTS (#15456)	PO 14553 SUPPLIES	5.98	

List of Bills - (All Funds)

7.1.b

Vendor	Description	Payment	Check Total
	PO 14610 DRAWDOWN FROM BLANKET	11.99	17.97
2016 - NIELSON FORD OF MORRISTOWN	PO 11315 DPW TRUCK PURCHASE	82,051.00	82,051.00
1245 - NJ AMERICAN WATER CO	PO 14596 BLACKBERRY BAY - 07/14-08/09/23	70.73	
	PO 14597 MUNICIPAL COMPLEX #2 - 07/14-08/09/23	187.91	
	PO 14598 MUNICIPAL COMPLEX #1 - 07/14-08/09/23	179.15	
	PO 14599 FIRE - 07/14-08/09/23	242.39	
	PO 14600 PORT AU PECK FIRE HOUSE - 07/14-08/09/23	205.42	
	PO 14601 OLD WHARF - 07/14-08/09/23	61.97	
	PO 14646 OLD WHARF #2 - 07/13-08/08/23	21.27	
	PO 14647 OLD WHARF #1 - 07/14-08/09/23	1,405.17	2,374.01
1245 - NJ AMERICAN WATER CO	PO 14648 LIBRARY - 07/14-08/09/23	38.79	
	PO 14682 CHARLES PARK - 07/14-08/09/23	616.76	655.55
1245 - NJ AMERICAN WATER CO	PO 14724 HYDRANT SERVICE - 07/26-08/22/23	8,776.10	8,776.10
1251 - NJ NATURAL GAS CO	PO 14683 LIBRARY - 07/19-08/15/23	42.00	
	PO 14717 21 MAIN STREET - 07/19-08/16/23	42.84	
	PO 14718 FAS UTILITIES - 07/19-08/16/23	71.26	
	PO 14719 910 OCEANPORT WAY - 07/20-08/16/23	278.49	
	PO 14720 920 OCEANPORT WAY - 07/20-08/16/23	42.84	
	PO 14721 930 OCEANPORT WAY - 07/20-08/16/23	326.57	
	PO 14722 433 MYRTLE AVE - 07/19-08/16/23	77.11	
	PO 14723 315 E. MAIN - 07/19-08/16/23	47.49	928.60
1261 - OCEANPORT BOARD OF EDUCATION	PO 14707 SEPTEMBER 2023 TAX REMITTANCE	900,715.50	900,715.50
1264 - OCEANPORT SENIORS	PO 14677 REIMBURSEMENT - BUS TRIP	950.00	950.00
1284 - POWERHOUSE SIGNWORKS	PO 13890 Nameplate	12.50	12.50
1848 - PREFERRED BEHAVIORAL HEALTH GROUP	PO 14604 EMPLOYEE ASSISTANCE PROGRAM	3,780.00	3,780.00
1482 - PREMIERE PRODUCTIONS	PO 14584 MOVIES IN THE PARK	700.00	700.00
1938 - PRIMEPOINT, LLC	PO 14589 PAYROLL SERVICES - 08/04 & 08/18/23	663.30	663.30
1879 - RESERVE ACCOUNT - POSTAGE METER	PO 14716 POSTAGE METER REFILL	1,000.00	1,000.00
1451 - RR DONNELLEY	PO 13988 VITAL RECORDS FORMS	152.75	152.75
1528 - RUTGERS, THE STATE UNIVERSITY OF NJ	PO 14394 ONLINE CLASS- IRRIGATION 101 SEPT 12, 20	390.00	
	PO 14395 BASIC CHAINSAW SAFETY CLASS SEPTEMBER 22	195.00	
	PO 14396 NJ CLEAN COMMUNITIES COORDINATOR CERTIFI	510.00	1,095.00
1314 - SEABOARD FIRE & SAFETY	PO 14527 FIRE EXTINGUISHER INSPECTIONS BORO HALL	244.00	
	PO 14528 FIRE EXTINGUISHER INSPECTIONS OCEANPORT	693.00	
	PO 14529 FIRE EXTINGUISHER INSPECTIONS	97.00	1,034.00
1323 - SHORE REGIONAL HIGH SCHOOL	PO 14708 SEPT 2023 TAX REMITTANCE	319,527.93	319,527.93
1325 - SHREWSBURY AUTO PARTS	PO 14576 SUPPLIES	250.24	
	PO 14667 SUPPLIES	54.17	304.41
1643 - STATE TOXICOLOGY LAB	PO 14078 Drug testing for Peacock	45.00	45.00
1049 - STATE TREASURER	PO 14727 RMC Renewal - Phelps	50.00	50.00
1337 - SUBURBAN DISPOSAL	PO 14602 COLLECTION - AUG 2023	34,500.00	
	PO 14603 DISPOSAL FEE - JULY 2023	24,716.10	59,216.10
1338 - SUPLEE, CLOONEY & COMPANY	PO 14634 BOROUGH AUDITOR 2022	27,050.00	27,050.00
1344 - TD BANK WEALTH MANAGEMENT	PO 14726 MCIA 2022A DEBT SERVICE	139,795.94	139,795.94
1580 - THE TWO RIVER TIMES	PO 14660 Legal Notice - Ordinances (RELEASE ORDER	116.11	116.11
1356 - TOWNSHIP OF MANALAPAN	PO 13126 2023 SUMMMERS END STAGE	750.00	750.00
2061 - UGI ENERGY SERVICES, LLC	PO 14712 HOOK & LADDER - 07/19-08/16/23	0.59	
	PO 14713 FAS UTILITIES - 07/19-08/16/23	19.68	
	PO 14714 PAP FIRE HOUSE - 07/19-08/16/23	23.62	43.89
1387 - VERIZON	PO 14605 LIBRARY PHONE - 08/07-09/06/23	260.77	
	PO 14606 OLD WHARF HOUSE FIRE MONITORING - 08/08-	97.97	
	PO 14631 910 OCEANPORT WAY INTERNET - 08/13-09/12	149.00	
	PO 14687 910 OCEANPORT WAY FIRE MONITORING - 08/1	112.21	
	PO 14688 910 OCEANPORT WAY FIRE MONITORING - 07/1	112.27	
	PO 14729 POLICE FIOS - 08/24-09/23/23	317.33	1,049.55
Capital Fund			
1019 - ARCHER & GREINER PC	PO 14587 BOND COUNCIL SERVICES	11,569.76	11,569.76
1807 - COLLIERS ENGINEERING & DESIGN	PO 14638 2022 ROAD PROGRAM CONSTRUCTION OVERSIGHT	26,950.00	
	PO 14639 ENGINEERING 2021 ROAD PROGRAM	801.25	
	PO 14642 2023 ROAD PROGRAM	37,521.43	
	PO 14643 ALLENHURST AVE BULKHEAD	3,203.75	68,476.43
1195 - MASER CONSULTING, INC	PO 14640 OLD PO#17-01067; CHECK VALVE ENGINEERING	135.00	

List of Bills - (All Funds)

7.1.b

Vendor	Description	Payment	Check Total
	PO 14641 MYRTLE AVE CONST OVERSIGHT CERT - RESOL	5,310.00	5,445.00
	OPEN SPACE TRUST		
1795 - ATLANTIC PRINTING & DESIGN	PO 13564 DAILY BOAT RAMP PASSES	76.52	76.52
1027 - BARCO PRODUCTS	PO 14591 QUOTE FOR REPLACEMENT KEY FOR DOG WASTE	13.00	13.00
2045 - BIRDS BEWARE, INC	PO 14498 GEESE REMEDIATION & CONTROL	910.00	910.00
2059 - HEADS UP IRRIGATION, LLC	PO 14666 SERVICE CALL POTENTIAL LEAK OLD WH	95.00	95.00
2011 - MAZZA MULCH, INC	PO 14590 PLAYGROUND MULCH FOR PARKS	200.00	200.00
2003 - POOR JOHN PORTABLE TOILETS	PO 14507 PORTA JOHNS - GATTA PARK - JULY 2023	326.00	
	PO 14608 PORTA JOHNS - GATTA PARK	266.00	592.00
1989 - ROCKY'S SEALCOATING, LLC	PO 14331 315 E.MAIN ST DRIVEWAY SEALER	595.00	595.00
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 14489 BBBP- DIRT SAND SOIL STONE	225.00	
	PO 14496 DIRT SAND SOIL STONE	60.86	
	PO 14497 DIRT SAND SOIL STONE	224.00	509.86
1344 - TD BANK WEALTH MANAGEMENT	PO 14726 MCIA 2022A DEBT SERVICE	167,542.28	167,542.28
	UCC Trust		
1814 - LEAF	PO 14737 COPIER	223.00	223.00
1602 - STAPLES	PO 14547 SUPPLIES - BLDG	56.86	56.86
1392 - W.B. MASON CO, INC	PO 14548 SUPPLIES FOR BLDG	194.66	194.66
	OTHER TRUST		
1584 - BOARD OF RECREATION COMMISSIONERS	PO 13173 ROCK WALL- SUMMERS END	575.00	575.00
1543 - OTC BRANDS, INC.	PO 13739 ACTION CAMP SUPPLIES	444.24	444.24
1970 - STARFIRE CORPORATION	PO 14750 FIREWORKS FINAL PAYMENT	5,000.00	5,000.00
	DEVELOPERS ESCROW TRUST		
1720 - CGP&H	PO 14632 ADM AGENT FOR AFFORDABLE HOUSING - 07/18	1,008.00	1,008.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 13038 PB Engineering - Somerset- SERIVEN	3,047.50	
	PO 13139 PB Engineering - Somerset- SERIVEN	2,647.50	
	PO 14033 PB Engineering - Somerset- GARDNER HALL	9,657.50	
	PO 14034 PB Engineering - Somerset- SERIVEN	8,352.50	
	PO 14172 PB Engineering - Somerset- GARDNER HALL	350.00	
	PO 14173 PB Engineering - Somerset- SERIVEN	350.00	
	PO 14691 PB Engineering - Somerset- SERIVEN	1,761.25	26,166.25
1807 - COLLIERS ENGINEERING & DESIGN	PO 14692 PB Engineering - Somerset- GARDNER HALL	3,201.25	
	PO 14695 PB Engineering - Somerset- SERIVEN	466.25	
	PO 14696 PB Engineering - Somerset- GARDNER HALL	597.50	4,265.00
2108 - DEBORAH NORWICKE	PO 14669 DEVELOPERS ESCROW REFUND	3.81	3.81
1499 - KEVIN E KENNEDY, ESQ	PO 14651 PB Legal - Torregrossa	120.00	120.00
1672 - Kyle + McManus Associates LLC	PO 14523 Borough Planner	1,212.75	1,212.75
2107 - LAURA CACCAMISE	PO 14670 DEVELOPERS ESCROW REFUND	20.68	20.68
2118 - LOU PADULA	PO 14679 DEVELOPERS REFUND	5,000.00	5,000.00
1200 - McMANIMON*SCOTLAND*BAUMANN LLC	PO 14525 DENHOLTZ REDEVELOPMENT	2,418.83	2,418.83
1639 - NW FINANCIAL GROUP, LLC	PO 14314 FINANCIAL ADVISORY SERVICES	1,617.50	1,617.50
2113 - ROBERT FLOOD	PO 14749 REFUND STREET OPENING ESCROW	1,000.00	1,000.00
TOTAL			1,998,956.90

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	1,688,797.54
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	5,304.09			
01-201-20-120-200	MUNICIPAL CLERK OE	848.89			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	29,288.30			
01-201-20-155-200	LEGAL SERVICES OE	195.00			
01-201-20-165-200	BOROUGH ENGINEER OE	5,700.00			
01-201-21-180-200	PLANNING BOARD OE	500.00			
01-201-23-210-202	HEALTH	65,477.35			
01-201-23-210-203	DENTAL	3,900.36			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-25-240-200	POLICE OE	5,598.40			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	180.00			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	8,776.10			
01-201-25-260-200	FIRST AID ORGANIZATION OE	3,563.28			
01-201-25-265-200	FIRE DEPARTMENT OE	11.99			
01-201-25-265-400	FIRE BUREAU OE	148.00			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	1,095.00			
01-201-26-300-271	REPAIRS	516.39			
01-201-26-300-273	SUPPLIES	627.23			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	27,416.66			
01-201-26-306-200	RECYCLING OE	7,083.34			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	1,141.21			
01-201-26-310-252	REPAIRS & EQUIPMENT	2,982.89			
01-201-27-332-200	BOARD OF HEALTH OE	152.75			
01-201-27-335-300	WATER WATCH COMMITTEE-OTHER	480.00			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	4,500.00			
01-201-28-372-200	SENIOR CITIZEN COMMITTEE OE	950.00			
01-201-30-430-000	FMERA ENGINEERING SERVICES	13,944.46			
01-201-31-430-201	ELECTRICITY	3,378.17			
01-201-31-430-203	TELEPHONE/INTERNET	1,049.55			
01-201-31-430-204	WATER/SEWER	3,029.56			
01-201-31-430-205	NATURAL GAS	881.55			
01-201-31-430-207	STREET LIGHTING	768.39			
01-201-31-430-208	GASOLINE & OIL	5,501.26			
01-201-31-465-200	SANITATION DUMPING FEES	24,716.10			
01-201-43-490-200	MUNICIPAL COURT OE	220.00			
01-201-45-920-200	DEBT SERVICE OE	138,670.94			
01-203-20-120-200	(2022) MUNICIPAL CLERK OE		4,900.00		
01-203-20-130-200	(2022) FINANCIAL ADMINISTRATION OE		13,005.90		
01-203-44-900-200	(2022) CAPITAL IMPROVEMENT FUND OE		82,051.00		
01-206-55-000-046	REGIONAL SCHOOL TAX			319,527.93	
01-207-55-000-045	LOCAL SCHOOL TAX			900,715.50	
TOTALS FOR	Current Fund	368,597.21	99,956.90	1,220,243.43	1,688,797.54
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	4,807.93
02-213-40-700-067	FMERA MOU			4,807.93	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	4,807.93	4,807.93
04-101-01-100-011	CAPITAL CASH - TD			0.00	85,491.19
04-215-55-973-B00	2017 #973 VARIOUS ROAD/DRAINAGE IMP			135.00	
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA			8,513.75	
04-215-55-992-A00	2021 ROAD PROGRAM - ORD #1038			801.25	
04-215-55-993-A00	2022 ROAD PROGRAM - ORD #1053			30,631.00	
04-215-55-994-A00	ATHLETIC FIELD ORD #1054			7,888.76	
04-215-55-995-A00	2023 ROAD PROGRAM			37,521.43	
TOTALS FOR	Capital Fund	0.00	0.00	85,491.19	85,491.19
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	170,533.66
06-270-00-500-020	RESERVE FOR OPEN SPACE			170,533.66	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	170,533.66	170,533.66
18-101-01-100-101	CASH UCC TRUST			0.00	474.52
18-270-55-600	RESERVE FOR UCC TRUST			474.52	
TOTALS FOR	UCC Trust	0.00	0.00	474.52	474.52
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	6,019.24
60-270-55-600-105	RES.FOR RECREATION			444.24	
60-270-55-600-115	RES.FOR SUMMERS END			5,575.00	
TOTALS FOR	OTHER TRUST	0.00	0.00	6,019.24	6,019.24

7.1.b

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	42,832.82
61-270-55-600-205	RES.FOR DEV.ESCROW			42,832.82	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	42,832.82	42,832.82
		=====	=====	=====	=====

7.1.b

Total to be paid from Fund 01 Current Fund	1,688,797.54
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	4,807.93
Total to be paid from Fund 04 Capital Fund	85,491.19
Total to be paid from Fund 06 OPEN SPACE TRUST	170,533.66
Total to be paid from Fund 18 UCC Trust	474.52
Total to be paid from Fund 60 OTHER TRUST	6,019.24
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	42,832.82
	=====
	1,998,956.90

7.1.c

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

From 08/01/2023 to 09/30/2023 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
8/23/2023		14638		04-215-55-993-A01	2022 ROAD PROGRAM COLLIERS ENGINEERING & DESIGN	26,950.00	26,950.00	04-101-01-100-011
8/23/2023		11315		01-203-44-900-904 01-203-44-900-904	MASON DUMP STATE CONTRACT 23-FLEET-34922 NIELSON FORD OF MORRISTOWN	66,923.50 15,127.50	82,051.00	01-101-01-000-011
8/24/2023		14587		01-201-20-130-206 01-203-20-130-206 01-203-20-130-206	2023 CAPITAL ORDINANCE PERMANENT FUNDING - BAN BOND COUNCIL SERVICES ARCHER & GREINER PC	450.00 6,685.00 6,320.90	13,455.90	01-101-01-000-011
8/24/2023				04-215-55-994-A01 04-215-55-993-A01	OPEN SPACE BOND 2022 CAPITAL ARCHER & GREINER PC	7,888.76 3,681.00	11,569.76	04-101-01-100-011
8/24/2023		14650		01-201-23-210-202 01-201-23-210-203	HEALTH DENTAL CENTRAL JERSEY HEALTH INSURANC	65,477.35 3,900.36	69,377.71	01-101-01-000-011
8/24/2023		14642		04-215-55-995-A01	2023 OCEANPORT ROAD PROGRAM COLLIERS ENGINEERING & DESIGN	37,521.43	37,521.43	04-101-01-100-011
8/24/2023		14602		01-201-26-305-201 01-201-26-306-201	SOLID WASTE 07/23 RECYCLING 07/23 SUBURBAN DISPOSAL	27,416.66 7,083.34	34,500.00	01-101-01-000-011
8/24/2023		14603		01-201-31-465-201 01-201-31-465-201 01-201-31-465-201	DISPOSAL RECYCLING ENHANCEMENT ACT RECYCLING FEE SUBURBAN DISPOSAL	19,225.98 698.28 4,791.84	24,716.10	01-101-01-000-011
8/31/2023		14634		01-201-20-130-203	AUDIT FOR 2022 & ANNUAL BUDGET 2023 SUPLEE, CLOONEY & COMPANY	27,050.00	27,050.00	01-101-01-000-011
8/31/2023		14708		01-206-55-000-046	AUG 2023 TAX REMITTANCE SHORE REGIONAL HIGH SCHOOL	319,527.93	319,527.93	01-101-01-000-011
8/31/2023		14707		01-207-55-000-045	SEPTEMBER TAX REMITTANCE OCEANPORT BOARD OF EDUCATION	900,715.50	900,715.50	01-101-01-000-011
8/31/2023		14726		01-201-45-930-213 01-201-45-920-211 01-201-45-930-213 01-201-20-130-206	GENERAL CAPITAL INTEREST GENERAL CAPITAL PRINCIPAL LESS FUNDS ON DEPOSIT TRUSTEE FEES TD BANK WEALTH MANAGEMENT	53,800.00 85,000.00 -129.06 1,125.00	139,795.94	01-101-01-000-011
8/31/2023				06-270-00-500-024 06-270-00-500-024 06-270-00-500-024	OPEN SPACE INTEREST OPEN SPACE PRINCIPAL LESS FUNDS ON DEPOSIT TD BANK WEALTH MANAGEMENT	67,700.00 100,000.00 -157.72	167,542.28	06-101-01-100-011

AUGUST SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011 04-101-01-100-011 06-101-01-100-011	CASH OPERATING CAPITAL CASH - TD OPEN SPACE CASH - TD				1,611,190.08 76,041.19 167,542.28
01-201-20-130-203 01-201-20-130-206 01-201-23-210-202 01-201-23-210-203 01-201-26-305-201 01-201-26-306-201 01-201-31-465-201	AUDIT PROFESSIONAL SERVICES HEALTH DENTAL SANITATION-TRASH REMOVAL OTHER EXPENSES SANITATION DUMPING FEES		27,050.00 1,575.00 65,477.35 3,900.36 27,416.66 7,083.34 24,716.10		

Packet Pg. 16

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

7.1.c

From 08/01/2023 to 09/30/2023 With a Line Amount > 10000.00

AUGUST SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-201-45-920-211	PAYMENT OF BOND PRINCIPAL		85,000.00		
01-201-45-930-213	INTEREST ON BONDS		53,670.94		
01-203-20-130-206	(2022) PROFESSIONAL SERVICES	13,005.90			
01-203-44-900-904	(2022) PUBLIC WORKS VEHICLES	82,051.00			
01-206-55-000-046	REGIONAL SCHOOL TAX			319,527.93	
01-207-55-000-045	LOCAL SCHOOL TAX			900,715.50	
04-215-55-993-A01	2022 ROAD PROGRAM - ORD #1053			30,631.00	
04-215-55-994-A01	ATHLETIC FIELD ORD #1054			7,888.76	
04-215-55-995-A01	2023 ROAD PROGRAM			37,521.43	
06-270-00-500-024	RESERVE FOR MARIA GATTA FIELDS			167,542.28	
AUGUST TOTALS (FOR RANGE):		95,056.90	295,889.75	1,463,826.90	1,854,773.55
		=====	=====	=====	=====

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				1,611,190.08
04-101-01-100-011	CAPITAL CASH - TD				76,041.19
06-101-01-100-011	OPEN SPACE CASH - TD				167,542.28
01-201-20-130-203	AUDIT		27,050.00		
01-201-20-130-206	PROFESSIONAL SERVICES		1,575.00		
01-201-23-210-202	HEALTH		65,477.35		
01-201-23-210-203	DENTAL		3,900.36		
01-201-26-305-201	SANITATION-TRASH REMOVAL		27,416.66		
01-201-26-306-201	OTHER EXPENSES		7,083.34		
01-201-31-465-201	SANITATION DUMPING FEES		24,716.10		
01-201-45-920-211	PAYMENT OF BOND PRINCIPAL		85,000.00		
01-201-45-930-213	INTEREST ON BONDS		53,670.94		
01-203-20-130-206	(2022) PROFESSIONAL SERVICES	13,005.90			
01-203-44-900-904	(2022) PUBLIC WORKS VEHICLES	82,051.00			
01-206-55-000-046	REGIONAL SCHOOL TAX			319,527.93	
01-207-55-000-045	LOCAL SCHOOL TAX			900,715.50	
04-215-55-993-A01	2022 ROAD PROGRAM - ORD #1053			30,631.00	
04-215-55-994-A01	ATHLETIC FIELD ORD #1054			7,888.76	
04-215-55-995-A01	2023 ROAD PROGRAM			37,521.43	
06-270-00-500-024	RESERVE FOR MARIA GATTA FIELDS			167,542.28	
TOTALS (FOR RANGE):		95,056.90	295,889.75	1,463,826.90	1,854,773.55
		=====	=====	=====	=====

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE APPOINTMENT OF KELLY O'TOOLE AS FULL-TIME ADMINISTRATIVE
ASSISTANT**

**Resolution #2023-207
09/7/23**

WHEREAS, Kelly O'Toole currently serves as a part-time administrative assistant assigned to the Department of Public Works;

WHEREAS, due to increasing administrative demands in both the Public Works Department and the Borough Administrator's office, the Borough Administrator has recommended that Kelly O'Toole's position be expanded to full time serving twenty hours with Public Works and fifteen hours with the Borough Administrator weekly; and

WHEREAS, the Finance & Administration Committee having reviewed same and agrees with the recommendation of the Borough Administrator; and

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

NOW, THEREFORE, BE IT RESOLVED, that the appointment of Kelly O'Toole as a full time Administrative Assistant is hereby approved effective September 11, 2023 with compensation in accordance with the salary ordinance for an annual salary of \$36,400.00

BE IT FURTHER RESOLVED, that a certified true copy of the within Resolution be furnished to the Borough Administrator, the Chief Financial Officer, Public Works Superintendent, Kelly O'Toole and the payroll clerk.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AMENDING THE CONTRACT AWARDED TO THE BORJA GROUP FOR FACILITY USE MANAGEMENT
CONSULTING**

Resolution #2023-208
09/7/23

WHEREAS, the Borough has need for consulting services related to facility use management operations, technology, financial accounting and marketing through an alternate process exempt from public bidding pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, the contract is for an amount that will exceed the pay to play threshold of \$17,500; and

WHEREAS, the Borough desires to award a contract to Grupo Borja for consulting services related to facility use management operations, technology, financial accounting and marketing in the amount of \$43,875 for the 2023 Fall, 2024 Spring and 2024 Fall seasons; and

WHEREAS, pursuant to the provisions of N.J.S.A. 19:44A-20.B, The Borja Group has completed and submitted a Business Entity Disclosure Certification and Political Contribution Disclosure Form which certifies that The Borja Group has not made any reportable contributions to a political or candidate committee in the Borough of Oceanport in the previous one year.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that a contract for consulting services related to facility use management operations, technology, financial accounting and marketing through The Borja Group is hereby authorized in the amount of \$15,00.00 for the 2023 Fall, \$15,000 for the 2024 Spring and \$13,875.00 for the 2024 Fall seasons for a total contract amount not to exceed \$43,875.00.

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

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:30-14.5(c)4., Multi-year contracts shall be certified and charged to the respective budgets in accordance with the time(s) at which the respective work or services are performed or liability of payment is otherwise incurred. Accordingly, commitments and payments required in excess of the initial 12 months are contingent upon necessary funds being appropriated in future budgets by a subsequent governing body.

I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify that funds are available in the 2023 budget in Account #06-270-00-500-024 in the amount of \$15,000. Remaining balance to be Certified for CY2024 is \$28,875.00


Catherine D. LaPorta, CFO

CONTRACT
FOR
CONSULTING SERVICES FOR
MARIA GATTA PARK FIELD USE MANAGEMENT
FOR THE BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY

THIS AGREEMENT is made as of this _____ day of September, 2023

BETWEEN:

**The Borough of Oceanport
 910 Oceanport Way
 Oceanport, NJ 07757**

hereinafter referred to as CLIENT

AND

**The Borja Group
 1134 S. Pemberton Avenue
 Oceanport, NJ 07757**

hereinafter referred to as the "Sports Consultant"

WHEREAS, the Borough desires to engage the Sports Consultant for the purpose of rendering operational, finance accounting, technology and Marketing consulting services for facility use management at Maria Gatta Park at the request of the Borough Of Oceanport; and

WHEREAS, by entering into this contact, the Sports Consultant acknowledges that the consulting services to be performed are being procured in conformance with the requirements of the Local Public Contracts Law, N.J.S.A. 40A-11-1 et. seq.

WHEREAS, Sports Consultant certifies that it is in compliance with Pay-to-Play Laws, P.L.2004, c.19 and P.L.2005, c.271, including any applicable local ordinance(s) addressing political contributions, effective as of the date of this agreement.

NOW, THEREFORE, the Sports Consultant and the Borough, in consideration of their mutual covenants and promises, agree as follows:

SECTION I – SERVICES OF THE SPORTS CONSULTANT

1. The Sports Consultant shall provide consulting services in connection with facility use management at Maria Gatta Park in conformance with its proposal to the Borough dated July 25, 2023. The proposal is incorporated by reference as if fully set forth herein. Such services include but are not limited to a turnkey, financial and target marketing plan in the areas of operations, finance and accounting, technology and marketing consulting services for facility use management at Maia Gatta Park.

2. The Sports Consultant shall perform such other duties and functions as may be requested by the Borough and will attend meetings with the Borough as required.

3. All documents and electronic data generated by the Sports Consultant as part of its services provided herein shall be provided to the Borough and the Borough shall own such documents and electronic data/ services.

4. Sports Consultant shall obtain written approval from the Borough for any specific work it seeks to perform under this Contract.

SECTION II – BOROUGH'S RESPONSIBILITIES

The Borough agrees to:

- A. Make such records and information available to the Sports Consultant as may be required to assist in the performance of its duties.
- B. Authorize and direct committees, employees, and agents of the Borough to consult with the Sports Consultant at all reasonable times upon the request of the Sports Consultant regarding:
 1. The work and services to be done or rendered by the Sports Consultant and/or others in the employ of the Sports Consultant.
 2. The coordination of the Sports Consultant's services in connection with the Proposal; and,
 3. Provide written approval for all work requested to be performed by the Sports Consultant in a timely manner.
 4. All other matters, as requested by the Sports Consultant, relating to the work and services of the Sports Consultant.

SECTION III – COMPENSATION OF THE SPORTS CONSULTANT

- A. For the services rendered by the Sports Consultant under this Agreement, the Borough shall pay the Sports Consultant \$43,875.00 in accordance with the following schedule:
 - \$15,000 within 30 days of execution of this Agreement for services provided in conjunction with the Fall 2023 Season.
 - \$15,000 ~~within 60 days of execution of this Agreement~~ for services provided in conjunction with the Spring 2024 Season. Payment will be due upon completion of services rendered.
 - \$13,875 ~~within 90 days of execution of this Agreement~~ for services provided in conjunction with the Summer 2024 Season. Payment will be due upon completion of services rendered.
- B. Vouchers or invoices shall be issued ~~monthly~~ in conformance with the schedule set forth herein. Such billings shall be due when rendered.
- C. Sports Consultant shall be responsible for all personal expenses.

SECTION IV – TERM OF AGREEMENT

This Agreement shall have an effective commencement date of September 1, 2023, and shall terminate on ~~November 30, 2023~~ August 31, 2024.

The Borough may terminate this Agreement without cause upon sixty (60) days written notice to the Borja Group.

SECTION VI – OWNERSHIP AND REUSE OF DOCUMENTS/ELECTRONIC DATA

1. All documents and electronic data prepared by the Sports Consultant shall become the property of the Borough. At the completion of work or in the event of termination, all work sheets and internal office communications of the Borough,

SECTION VII – INSURANCE AND INDEMNIFICATION

1. Sports Consultant shall secure and maintain Workman's Compensation Insurance (as required by Law) and General Liability Insurance (as required by contract) to protect the Employees and agents from claims for bodily injury, death or property damage which may arise from the performance of services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$2,000,000 excess liability coverage. The Consultant shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.
2. Sports Consultant shall also provide and maintain Professional Liability (Errors and Omissions) Insurance for claims which arise from any negligent performance of the PLANNER pursuant to this agreement in the amount of \$1,000,000 per claim.
3. Sports Consultant agrees subject to the provisions herein, to indemnify and hold the Borough harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Sports Consultant's negligent acts, errors, or omissions (and those of his or her contractors, subcontractors or consultants or anyone for whom the Sports Consultant is legally liable) in the performance of services under this Agreement.

SECTION IX – ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Sports Consultant and the Borough relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.

No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.

SECTION X – STATUTORILY REQUIRED AFFIRMATIVE ACTION CLAUSES

The Sports Consultant and the Borough hereby incorporate by reference into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127 and N.J.S.A. 10:5-31, as amended and supplemented from time to time, and Sports Consultant agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a), and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

The Affirmative Action Language set forth in Exhibit A is also made a part hereof.

SECTION XI – AMERICANS WITH DISABILITIES ACT

The Sports Consultant and the Borough do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("Act") (U.S.C. Sec. 12101 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Agreement, as set forth in Exhibit B, made a part hereof.

SECTION XII – CONTROLLING LAW

The laws of the State of New Jersey shall govern this Agreement.

SECTION XIII – SUCCESSORS AND ASSIGNS

Each Party to the Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors, and assignees of this Agreement, if any, shall also be bound to the terms and conditions contained herein.

SECTION XIV - SEVERABILITY

Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.

IN WITNESS WHEREOF, the Borough and Sports Consultant have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

WITNESS

BOROUGH OF OCEANPORT

BY: _____ BY: _____
 Jeanne Smith, Borough Clerk JOHN F. COFFEY, II, Mayor

Dated:

WITNESS

THE BORJA GROUP

BY: _____ BY: _____

Dated:

EXHIBIT A

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

EXHIBIT B
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Borough of Oceanport, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

PROPOSAL



July 25th, 2023

A 90 Day Program:

DELIVERABLES

Scope of Work

OPERATIONS



- ☒ Short-Term Capital Improv. Plan
- ☒ Field Management System
- ☒ Operational Audit system
- ☒ Short-Term Assessment Report
- ☒ 12 hours 5 day Field Support

FINANCE ACCOUNTING



- ☒ Financial Plan - Budgeting
- ☒ Targeted Purchasing Strategy
- ☒ Long Term Viability Report
- ☒ Field Analysis Plan
- ☒ S & L Term Revenue Projections



TECHNOLOGY



- ☒ Reservations System
- ☒ Rental System
- ☒ Banking System
- ☒ Website Support
- ☒ Integrated Communications Strategy
- ☒ Safety Utilization Protocol

MARKETING



- ☒ Youth Sports Strategic Plan
 - * Soccer, Lacrosse, FH, & Flag Football
- ☒ High School Strategic Plan
 - * Soccer, Lacrosse, Field Hockey
- ☒ Adult Leagues
- ☒ Targeted Club & League Plans
- ☒ Local & National Events Plan

Consulting Terms:

1. **Status:** Independent Contractor - Consulting Group
2. **Term:** Ninety (90) days, with a recommended effective start date of: _____
3. **Fee:** Two (2) equal payments of \$15,000 each and a last payment of \$13,875
4. **Schedule of payments:** First Payment- Day One (1), Second Payment- Day Thirty (30), 3rd) Day Ninety (90)
5. **Capital Expenditures:** The Borough of Oceanport will manage all related capital purchases.
6. **Approvals:** The BorjaGroup is required to obtain prior written approval of all projects from the Borough Admin
7. **Personal Expenses:** The BorjaGroup is responsible for all personal expenses during the 90-day term
8. **Termination:** This agreement can be terminated upon sixty (60) days' written notice to The

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that THE BORTA GROUP, of 113 S. PEMBERTON AVE, OCEANPORT NJ (Vendor Name) (Vendor Address, City, State, Zip) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 2023 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Oceanport as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
SANTIAGO P. BORTA	113 S. PEMBERTON AVE, OCEANPORT NJ

Part 3 – Signature and Attestation:

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

Name of Business Entity: THE BORTA GROUP
 Printed Name of Affiant: SANTIAGO BORTA
 Title: DIRECTOR
 Signature of Affiant: [Signature]
 Date: Aug 1, 2023

Subscribed and sworn before me this 1st day of

August, 2023

[Signature]
 (Witnessed or attested by)

My Commission expires: CATHERINE DESANTIS LAPORTA
 NOTARY PUBLIC OF NEW JERSEY
 Comm. # 2439230

(Seal)

My Commission Expires 10/3/2023

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

Resolution

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that the award of a contract to BIS Digital, 1350 NE 56th St, Suite 300, Ft. Lauderdale, FL 33334 (Contract #65MCESCCPS, ESCNJ #21/22-19, Extended 2/22/24) for the purchase of recording and sound system equipment for the September 5, 2023 proposal for a total amount not to exceed \$69,942.80 is hereby authorized.

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

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in Account #04-215-55-474-007, not to exceed \$50,000.00 and Account # 01-201-20-120-227 not to exceed \$19,942.80 for a total amount not to exceed \$69,942.80 for the stated purpose.

Catherine D. LaPorta, CFO

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

Resolution

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

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

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

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

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

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

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

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

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

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

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

Resolution

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

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

WHEREAS, the Municipality desires to renew said membership,

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

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

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

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

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

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

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

NOW THEREFORE, it is agreed as follows:

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

MAYOR JOHN F. COFFEY, II

ATTEST

JEANNE SMITH
BOROUGH CLERK

MONMOUTH MUNICIPAL
JOINT INSURANCE FUND

MONMOUTH MUNICIPAL JOINT INSURANCE FUND

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

RENEWAL LETTER

August 9, 2023

Dear Fund Commissioner:

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

REMARKABLE RESULTS

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

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

CHALLENGING FINANCIAL LANDSCAPE- 'Perfect Storm'

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

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

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

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

LEADERSHIP

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

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

Very truly yours,

Thomas S. Rogers

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

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

AGREEMENT TO RENEW MEMBERSHIP IN THE MONMOUTH MUNICIPAL JOINT INSURANCE FUND

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

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

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

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

NOW THEREFORE, it is agreed as follows:

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

*12:01 am

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

MAYOR

ATTEST

MONMOUTH MUNICIPAL JOINT INSURANCE FUND

ATTEST

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

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

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

WHEREAS, the Municipality desires to renew said membership;

NOW THEREFORE, be it resolved as follows:

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

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

Of: _____ Affirmative
 _____ Negative

 MAYOR

 DATE

 ATTEST

 DATE

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

Resolution

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

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

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

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

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

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

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

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

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that
Blaze Emergency Equipment, of 715 Old Shore Rd. Forked River NJ 08731
 (Vendor Name) Company (Vendor Address, City, State, Zip)

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

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

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

Part 3 – Signature and Attestation:

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

Name of Business Entity:

Printed Name of Affiant:

Title:

Signature of Affiant:

Date:

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

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

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

BOROUGH OF OCEANPORT
NEW JERSEY

COUNTY OF MONMOUTH, STATE OF
ADOPTING AN AFFORDABILITY ASSISTANCE
POLICIES AND PROCEDURES MANUAL

Resolution

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

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

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

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

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

Affordability Assistance

Borough of Oceanport *New Jersey*

Affordability Assistance Policies and Procedures Manual

August 2023



CGPH

Community Grants, Planning & Housing

Good People. Great Results.™

1249 S. River Rd, Suite 301

Cranbury, NJ 08512

609/664-2769 www.cgph.net

Table of Contents

Introduction	1
Types of Affordability Assistance	1
Oceanport Budget	3
Eligibility	3
Maximum Amount	3
Repayment Terms, Repayment Agreement & Security Instruments	3
Administration	4
Two Months' Rent Program	4
Down Payment and/or Closing Cost Assistance Program	4
Emergency Repairs Program Procedures	5
Creation of Additional Very Low Income Units Procedures	5

EXHIBITS:

EXHIBIT 1: Summary of Oceanport Borough Affordability Assistance Program Terms

EXHIBIT 2: Affordability Assistance Application

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

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

EXHIBIT 5: Affordability Assistance Program Repayment Agreement

EXHIBIT 6: Mortgage Securing Payment of Affordability Assistance Program Note

EXHIBIT 7: Recapture Mortgage Note for Affordability Assistance Program

EXHIBIT 8: Resolution Authorizing Emergency Repairs

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

EXHIBIT 10: Emergency Repairs Grant Agreement

Oceanport Affordability Assistance Policies and Procedures Manual

Policies & Procedures Manual

Introduction

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

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

Types of Affordability Assistance

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

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

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

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

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

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

Oceanport Budget

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

Eligibility

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

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

Maximum Amount

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

Repayment Terms, Repayment Agreement & Security Instruments

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

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

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

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

Administration

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

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

Two Months' Rent Program

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

Down Payment and/or Closing Cost Assistance Program

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

Emergency Health/Safety Repairs Program Procedures

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

Creation of Additional Very Low-Income Units Procedures

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

Supportive Housing Emergency Repairs Procedures

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

Emergency Generators for Supportive Housing Procedures

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

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

Exhibit 1: Summary of Oceanport Affordability Assistance Terms

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

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

Exhibit 2

APPLICATION FOR AFFORDABILITY ASSISTANCE IN OCEANPORT BOROUGH

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

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

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

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

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

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

Name: _____ Date: _____

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

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

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

CERTIFICATION

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

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

Applicant _____ Co-Applicant _____

Date _____ Date _____

Application for Subsidy Assistance

Oceanport Borough



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

Development: _____

Property

Address: _____

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

1. APPLICANT INFORMATION:

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

Primary Applicant

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

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

Co-Applicant (If Applicable)

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

2. HOUSEHOLD INFORMATION

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

Additional Household Member #1 (If Applicable)

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

Additional Household Member #2 (If Applicable)

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

Additional Household Member #3 (If Applicable)

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

Additional Household Member #4 (If Applicable)

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

Additional Household Member #5 (If Applicable)

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

Additional Household Member #6 (If Applicable)

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

3. INCOME

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

Income Source #1

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

Income Source #2

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

Income Source #3

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

Income Source #4

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

Income Source #5

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

Additional Income Information

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

4. ASSETS

Checking/Savings Bank Account Information

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

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

Other Assets Information

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

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

Additional Asset Information

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

5. Current Living Situation:

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

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

6. Bank Accounts Deposits Description

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

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

[illegible]

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

Please list your estimated monthly expenses:

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

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

7. Supporting Documents

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

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

Applicant Certification:

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

Signature of Head of Household

(Date)

Signature of Spouse/Co-Head Household

(Date)

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

100% Affordable Development Affordability Assistance Application

Name: (organization) _____

Date: _____

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

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

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

CERTIFICATION

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

Applicant: (Name, Position and Organization)

Date _____

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

Resolution

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

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

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

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

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

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

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

Resolution

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

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

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

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

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

SHARED SERVICES AGREEMENT

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

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

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

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

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

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

I. Goals and Objectives

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

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

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

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

II. Terms and Definitions

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

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

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

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

III. Employment and Assignment of Special Law Enforcement Officer

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

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

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

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

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

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

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

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

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

IV. Duty Hours

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

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

V. Basic Qualifications of SLEO

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

VI. Duties of SLEO

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

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

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

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

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

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

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

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

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

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

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

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

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

M. Assist school personnel in dealing with emergencies.

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

O. Upon request, attend faculty meetings.

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

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

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

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

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

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

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

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

schedule.

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

VII. Communications

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

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

VIII. Training

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

IX. Dress Code

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

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

X. Searches

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

XI. School Discipline

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

XII. Police Vehicle

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

XIII. Program Funding

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

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

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

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

XIV. Term of Agreement

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

XV. Insurance and Indemnification

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

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

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

Employers Liability.

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

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

XVI. Authorization

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

XVII. Termination

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

XVIII. Miscellaneous

A. Entire Agreement

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

B. Severability

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

C. Governing Law

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

D. Notice

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

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

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

E. Modifications

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

F. Headings

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

G. Waiver

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

H. Independent Contractor.

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

I. Confidentiality

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

J. New Jersey Office of the State Comptroller

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

K. Public Inspection and Filing

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

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

BOROUGH OF OCEANPORT

Jeanne Smith, RMC, QPA, Borough Clerk

John F. Coffey, II, Mayor

OCEANPORT BOARD OF EDUCATION

Mark Patterson, BOE President

Dr. Laura Godlesky, Superintendent

Deborah Trainor, Business Administrator/Board Secretary

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

Resolution

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

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

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

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

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Additional Provisions:**

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

and addressed as follows:

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

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

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

The foregoing correctly reflects the Parties' understanding and intent.

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

ATTEST

FORT MONMOUTH ECONOMIC
 REVITALIZATION AUTHORITY

Kara Kopach
 Executive Director

ATTEST

BOROUGH OF OCEANPORT

Jeanne Smith, Borough Clerk

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

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

Resolution

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

WHEREAS, pursuant with Resolution #2023-_____, an MOU specific to the services required for demolition of Building #s 550 & 551 was approved; and

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

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

WHEREAS, Colliers Engineering & Design has submitted a proposal dated August 16, 2023 for provision of the requested services; and

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

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

1. That the Borough of Oceanport has awarded a Professional Service Contract to Colliers Engineering & Design as Borough Engineer for 2023 and the work to be performed will be consistent with their existing contract and the Colliers proposal dated August 16, 2023 for engineering services related to the Borough's MOU with FMERA for demolition of Building #550 and #551 in the Oceanport section of Fort Monmouth.
2. That authorization is granted for an amount not to exceed \$120,420.00 pursuant with the MOU with FMERA.
3. That the Borough Clerk shall publish a notice of the award in the Two River Times and the resolution and contract shall remain on file in the Borough Clerk's office.
4. That a certified copy of this resolution shall be provided to FMERA's Executive Director, the Borough Administrator, the Borough Engineer and the Chief Financial Officer.

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



August 16, 2023

VIA EMAIL

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

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

Dear Mayor and Council Members,

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

This proposal is divided into four sections as follows:

Section I – Scope of Services

Section II – Business Terms and Conditions

Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

Section IV – Client Contract Authorization

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

Section I – Scope of Services

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

PHASE 1.0 ABATEMENT MONITORING

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

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

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

Phase 1.0 Lump Sum

\$77,065.00

PHASE 2.0 DEMOLITION OBSERVATION AND ADMINISTRATION

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

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



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

Phase 2.0 Lump Sum

\$42,555.00

Schedule of Fees

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

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

Exclusions and Understandings

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

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

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

Section II – Business Terms and Conditions

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

Section III – Rate Schedule

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

FMERA OBLIGATIONS

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



Section IV – Client Contract Authorization

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

Signature

Date

Printed Name

Title

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

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

Sincerely,

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

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

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

WHW/dmm

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

R:\Projects\IM-P\Opb\OPB0181P\230816_whw_proposal_Fort_building_550 & 551_CA_only.docx

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

Resolution

WHEREAS, Danial M. Schmid, Belford, has submitted a Membership Application to join the Oceanport Volunteer First Aid & Rescue Squad; and

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

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

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT STATE OF NEW JERSEY EVENTS REQUIRING FIRST AID/FIRE DEPARTMENT STANDBY

COUNTY OF MONMOUTH, AMENDING CHAPTER 204 FEES FOR SPECIAL

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

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

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

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

Chapter 204. Fees

Article VII. Special Events, Boat Ramps and Athletic Fields

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

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

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

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

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

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

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

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

APPROVED ON FIRST READING

DATED: September 21, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: September 7, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor



OCEANPORT VOLUNTEER FIRST AID & RESCUE SQUAD

8.14.a

Oceanport Volunteer First Aid and Rescue Squad

2 Pemberton Ave
Oceanport, NJ 07757

Dear Mayor and Council,

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

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

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

Respectfully,

Captain Fred Filippone