



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • SEPTEMBER 5, 2024

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

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

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

II. Flag Salute, Statement to the Public

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

III. Roll Call

IV. Adjourn to Executive Session

 X N.J.S.A. 10:4-12(b)(5) *Matters Relating to the Purchase, Lease or Acquisition of Real Property*
- *Potential Open Space Acquisitions*

 X N.J.S.A. 10:4-12(b)(7) *Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege*
- *Potential Open Space Acquisitions*

#2024-216 Resolution authorizing an Executive Session, September 5, 2024

V. Return from Executive Session

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

A. Consent

- | | |
|------------------|---|
| #2024-217 | Resolution authorizing payment of BILL LIST 09-05-2024 |
| #2024-218 | Resolution authorizing purchase of HVAC system for 433 Myrtle Ave |
| #2024-219 | Resolution authorizing contract for demolition of BBB Park pool |
| #2024-220 | Resolution awarding contract for engineering services for FMERA MOU for Husky Brook Pond Dredging |
| #2024-221 | Resolution awarding a contract to Sunbelt Rentals for temporary lighting at Gatta Park |
| #2024-222 | Resolution appointing Crossing Guard Karen Pappas-Testa |

B. Resolutions Taken Separately

#2024-223 Resolution supporting MBD Development's application to the Aspire Program

VIII. Clerk's Report**Old Business**

1. Discussion: Conditional Settlement Agreement - 60 Shore Road

New Business

2. Resolution increasing contract for HVAC Services to Automated Building Controls
3. Resolution authorizing Tax Sale Redemption #23-00002
4. Resolution approving Special Event Permit for Bike New York
5. Resolution authorizing purchase of 2 vehicles for Police Dept through State Contract
6. Resolution accepting donation of fork lift and truck lift from Little Silver

IX. Administrator's Report

1. Request for Easement_60 Shore Road

X. Mayor's Report**XI. 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.

XII. Adjournment

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION, SEPTEMBER 5, 2024**

**Resolution #2024-216
09/5/24**

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

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

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

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

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

- 1.) The Mayor & Council shall hold a closed meeting from which the public shall be excluded on **September 5, 2024**.
- 2.) The general nature of the subjects to be discussed at said closed meeting shall be related to

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

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

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

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR SEPTEMBER 5, 2024**

**Resolution #2024-217
09/5/24**

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of September 5, 2024.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$1,987,104.04.

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.



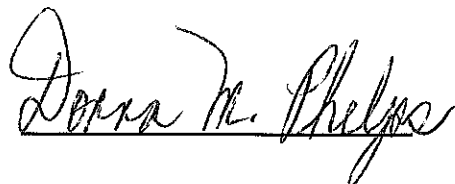
Catherine D. LaPorta, CFO

BOROUGH OF OCEANPORT BILL LIST

5-Sep-24

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$177,367.87 15TH PAY
PAYROLL ACCOUNT	\$184,405.54 17TH PAY
PAYROLL ACCOUNT	\$163,876.97 18TH PAY
DCRP	\$207.69
 MANUAL CHECKS	
US BANK - DEBT SERVICE	\$8,625.00
YANNUZZI GROUP	\$43,904.00
PAYFLEX	\$3,200.00
LEAF	\$82.41
 GRANT FUND	 \$14,962.47
CAPITAL	\$0.00
DOG REGISTRY TOTAL	\$441.80
OPEN SPACE TRUST TOTAL	\$13,655.47
SUI	\$0.00
UCC TRUST	\$644.00
TRUST OTHER TOTAL	\$2,342.00
ESCROW TRUST TOTAL	\$14,615.00
NON BUDGETARY	\$1,255,611.00
2023 VOUCHERS PAID THIS MEETING	\$12,847.09
2024 VOUCHERS PAID THIS MEETING	\$90,315.73
 TOTAL	 \$1,987,104.04

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.A.1.b

Vendor	Description	Payment	Check Total
Current Fund			
1007 - ACTION UNIFORMS, LLC	PO 16985 Uniform Purchase Ruane	469.00	
	PO 17621 Uniform Purchases Weir-Fagliarone-Rogers	142.00	
	PO 17622 Uniform purchase Chenoweth	68.00	679.00
1658 - AMAZON CAPITAL SERVICES, INC	PO 16916 Bike Hitch & Tire Tubes	102.36	
	PO 17425 Tourniquet	595.35	
	PO 17505 COURT SUPPLIES	93.80	
	PO 17543 New Printer for Detective office	259.00	
	PO 17618 SUPPLIES	366.41	
	PO 17650 ODOR ELIMINATOR FOR OLD WHARF HOUSE	119.98	
	PO 17652 MOWING/ LANDSCAPE SUPPLIES ARM + FACE PR	55.78	1,592.68
1658 - AMAZON CAPITAL SERVICES, INC	PO 17653 SUPPLIES FOR TRUCKS	449.46	449.46
1001 - AR COMMUNICATIONS	PO 17160 REPAIRS AND SUPPLIES	250.00	250.00
1972 - AUTOMATED BUILDING CONTROLS	PO 17427 DIAGONISTIC AND REPAIR BOROHALL MECHANIC	4,110.50	
	PO 17630 COMFORT MANAGEMENT SERVICE AGREEMENT	1,938.75	6,049.25
1029 - BEATRIZ C CRANEY	PO 17525 INTERPRETING - JULY 2024	140.00	
	PO 17677 INTERPRETING - AUG 2024	310.00	450.00
2045 - BIRDS BEWARE, INC	PO 17571 GEESE SERVICES FOR BORO PROPERTIES	481.27	481.27
2250 - BOROUGH OF WEST LONG BRANCH	PO 17728 INTERPRETER REIMBURSEMENT	483.75	483.75
1816 - BULLET LOCK & SAFE COMPANY	PO 17645 SUPPLIES AND REPAIRS	125.00	125.00
1516 - CANON FINANCIAL SERVICES, INC	PO 17682 PD COPIER SERVICE - AUG 2024	61.13	61.13
1920 - CENTER FOR GOVT SERVICES	PO 17407 Clerk Courses	745.00	745.00
2000 - CENTRAL JERSEY EQUIPMENT LLC	PO 17718 JD Z950M 72 S/N 1TC950MDPPT120573	516.53	
	PO 17719 JD Z950 72 S/N 1TC950MDCMT100151	307.72	824.25
2000 - CENTRAL JERSEY EQUIPMENT LLC	PO 17720 Z950 72" 1 TC950MDKMT100045 UNIT 2	630.94	630.94
1050 - CERTIFIED SPEEDOMETER, INC	PO 17551 Radar Calibration of patrol vehicles	264.00	264.00
1987 - CINTAS CORPORATION NO 2	PO 17647 ANNUAL INSPECTION POLICE DEPARTMENT	1,631.00	
	PO 17648 ANNUAL INSPECTION ALARM SYSTEM BORO HALL	1,428.00	
	PO 17649 ANNUAL INSPECTION BORO HALL	766.00	
	PO 17686 MONTHLY CLEANING BOROUGH HALL + POLICE D	241.08	4,066.08
2233 - CIVICPLUS	PO 17687 Agenda & Meeting Management Software	8,694.00	8,694.00
1443 - CORELOGIC	PO 17764 REFUND OVERPAYMENT - RESOLUTION 2024-202	2,537.60	2,537.60
2230 - D. KELLY PLUMBING, LLC	PO 17324 Run new hot and cold water, gas supply l	5,650.00	5,650.00
1453 - DONNA PHELPS	PO 17700 MEETINGS DUE TO COVID - 08/20-09/19/24	90.09	90.09
1767 - EVERON, LLC (90-0008456)	PO 17643 FIRE MONITORING - 08/30-09/29/24	68.13	68.13
2190 - FIS ON SITE SERVICE LLC	PO 16694 Pump not engaging - 3875	1,080.00	
	PO 17180 Repairs to Engine 3875	766.90	
	PO 17684 Repair no low beam headlights on Engine	568.34	2,415.24
2060 - GARDEN STATE ROOFING & SIDING, INC	PO 17434 TO SEAL COMMUNITY CENTER LIBRARY CHIMNEY	1,400.00	1,400.00
1126 - GLENCO SUPPLY INC	PO 17679 BOROUGH STREET SIGNS AND SUPPLIES	2,681.00	2,681.00
1652 - GOLD TYPE BUSINESS MACHINE	PO 16992 Speaker microphone for portable radios	1,164.72	1,164.72
1209 - GROFF TRACTOR MID ATLANTIC	PO 17165 720 TINK PARTS/REPAIR	2,387.91	2,387.91
1143 - I.D.M. MEDICAL SUPPLY INC	PO 17533 FAS OXYGEN - JULY 2024	296.41	296.41
1685 - JANITOR SUPPLY CORP	PO 17713 SUPPLIES FOR BOROUGH FACILITIES	434.35	434.35
1153 - JERSEY CENTRAL POWER & LIGHT	PO 17704 200-000-956-009 - 07/01-30/24	1,653.51	
	PO 17705 200-000-957-015 - 06/28-07/29/24	566.80	2,220.31
1529 - JOHN GUIRE SUPPLY LLC	PO 17662 Equip & Spray Liner for New Polce Pickup	1,082.96	1,082.96
1156 - JOHN WEIR	PO 17754 Reimbursement for Uniform Equip Weir	22.95	22.95
1185 - LAWES COAL CO INC	PO 17721 PARTS	98.40	
	PO 17722 SUPPLIES	201.25	
	PO 17723 PARTS	221.40	521.05
1814 - LEAF	PO 17744 COPIERS	223.01	223.01
2242 - LOUIS J NAZZARO	PO 17506 REFUND - OVERPAYMENT	1,053.83	1,053.83
1567 - MAZZA RECYCLING SERVICES, LTD.	PO 17579 DISPOSAL OF VARIOUS ITEMS -CONCRETE, TIR	21.40	21.40
2215 - MONARCH EXCAVATION, LLC	PO 17045 DRAINAGE WORK - BLANKET	10,623.50	10,623.50
1867 - MONITRONICS	PO 17601 CONTRACTED ALARM SERVICE - OLD WHARF	1,077.65	1,077.65
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 17732 DPW - GASOLINE - JULY 2024	1,875.15	
	PO 17733 PD GASOLINE - JULY 2024	2,434.47	
	PO 17734 OEM GASOLINE - JULY 2024	109.75	
	PO 17735 FA GASOLINE - JULY 2042	421.74	
	PO 17736 FD - GASOLINE - JULY 2024	397.58	5,238.69

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List of Bills - (All Funds)

7.A.1.b

Vendor	Description	Payment	Check Total
1538 - MONMOUTH COUNTY TREASURER	PO 17452 BULK PICK UP - MAY	860.28	
	PO 17452 BULK PICK UP - MAY	1,193.20	2,053.48
1245 - NJ AMERICAN WATER CO	PO 17701 MUNICIPAL COMPLEX #1 - 07/11-08/09/24	382.40	
	PO 17702 OLD WHARF #2 - 07/11-08/09/24	23.52	
	PO 17706 FIRE - 07/12-08/09/24	243.57	
	PO 17707 BLACKBERRY BAY - 07/13-08/09/24	86.57	
	PO 17708 CHARLES PARK - 07/13-08/09/24	522.39	
	PO 17709 PORT AU PECK FIRE HOUSE - 07/13-08/09/24	206.87	
	PO 17710 OLD WHARF - 07/12-08/09/24	58.84	
	PO 17711 24 PORT AU PECK - 07/13-08/09/24	189.71	1,713.87
1245 - NJ AMERICAN WATER CO	PO 17712 MUNICIPAL COMPLEX #2 - 07/11-08/09/24	206.87	
	PO 17737 HYDRANT SERVICE - 07/25-08/22/24	8,777.09	8,983.96
1245 - NJ AMERICAN WATER CO	PO 17751 MARIA GATTA PARK - 06/13-07/12/24	23.52	
	PO 17752 MARIA GATTA PARK - 07/13-08/09/24	23.52	
	PO 17761 LIBRARY - 07/13-08/09/24	60.48	107.52
1251 - NJ NATURAL GAS CO	PO 17741 930 OCEANPORT WAY - 07/22-08/16/24	213.63	
	PO 17742 920 OCEANPORT WAY - 07/22-08/16/24	33.60	
	PO 17743 910 OCEANPORT WAY - 07/22-08/16/24	43.12	
	PO 17746 433 MYRTLE - 07/19-08/14/24	86.97	
	PO 17747 21 MAIN - 07/19-08/14/24	34.50	
	PO 17748 315 E. MAIN - 07/19-08/14/24	37.68	
	PO 17749 FAS UTILITIES - 07/19-08/14/24	59.83	
	PO 17750 LIBRARY - 07/18-08/13/24	33.60	542.93
1261 - OCEANPORT BOARD OF EDUCATION	PO 17696 SEPT 2024 TAX	945,612.08	945,612.08
2240 - OSCAR MONTENEGRO	PO 17642 DRAWDOWN BLANKET 17521 FOR BOOTS/UNIFORM	143.99	143.99
1983 - P.E.P. SERVICE	PO 16613 REPAIR OF UNIT 114, 2016 FORD EXPLORER S	1,340.01	
	PO 17581 REPAIRS	312.90	1,652.91
2160 - PANGARO TRAINING & MANAGEMENT	PO 17613 Police Licensing Training	510.30	510.30
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 17775 AFFORDABLE HOUSING - JULY 2024	76.00	
	PO 17776 GENERAL LEGAL - JULY 2024	2,660.00	2,736.00
1938 - PRIMEPOINT, LLC	PO 17774 PAYROLL SERVICES - 07/31, 08/02, 08/16 &	862.60	862.60
2130 - REARDON ANDERSON, LLC	PO 17561 CIVIL LITIGATION	1,015.00	1,015.00
1315 - SEABOARD WELDING SUPPLY, INC.	PO 17213 CYLINDERS/WELDING HAND TRUCK	773.23	
	PO 17572 MONTHLY DPW CYLINDER FOR WELDING	40.25	813.48
2245 - SHANE CARROLL	PO 17665 Uniform Reimbursement for Shane Carroll	89.99	89.99
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 17583 DPW PRINTER CHARGES	36.34	
	PO 17781 DRAWDOWN BLANKET 15951 FOR DPW PRINTER C	53.21	89.55
1323 - SHORE REGIONAL HIGH SCHOOL	PO 17697 SEPT 2024 TAX	306,407.49	306,407.49
1325 - SHREWSBURY AUTO PARTS	PO 17580 SUPPLIES	392.20	
	PO 17657 SUPPLIES	20.85	
	PO 17714 SUPPLIES	109.47	522.52
1326 - SIPS PAINT & HARDWARE	PO 17614 SUPPLIES	396.82	396.82
1979 - SKILLED EVENTS	PO 16774 DJ Summers End	800.00	800.00
1842 - STEVEN BRISKEY	PO 17661 REIMBURSE HOME DEPOT PURCHASE- STORM EME	212.65	212.65
1338 - SUPLEE, CLOONEY & COMPANY	PO 17666 LOSAP REPORTS 2023 & 2022	1,000.00	1,000.00
2247 - SUSAN SCHROEDER CLARK	PO 17693 COURT COVERAGE	300.00	300.00
1849 - TABB INC	PO 17770 BACKGROUND CHECK - NEW EMPLOYEE	28.00	28.00
1345 - TEAM LIFE, INC	PO 17217 INFANT CPR MONITOR	336.00	
	PO 17224 AED Captain's car	1,833.00	2,169.00
1348 - THE HOME DEPOT	PO 17784 DRAWDOWN BLANKET 16869 FOR COLD PATCH	594.80	
	PO 17788 DRAWDOWN BLANKET 15812 FOR SUPPLIES	21.79	616.59
2243 - TOWNSHIP OF MIDDLETOWN	PO 17674 Records Management Services	10,908.34	10,908.34
2061 - UGI ENERGY SERVICES, LLC	PO 17738 HOOK & LADDER - 07/19-08/14/24	0.54	
	PO 17739 FAS UTILITIES - 07/19-08/14/24	15.43	
	PO 17740 PAP FIRE HOUSE - 07/19-08/14/24	31.36	47.33
2187 - VAUGHAN CONSTRUCTION AND EXCAVATION	PO 17717 FMERA 600 AREA WATER SERVICE	14,102.19	14,102.19
1387 - VERIZON	PO 17651 LIBRARY PHONE - 08/07-09/06/24	263.26	
	PO 17672 910 OCEANPORT WAY INTERNET - 08/13-09/12	149.00	
	PO 17673 910 OCEANPORT WAY FIRE MONITORING - 08/1	115.90	
	PO 17703 OLD WHARF HOUSE FIRE MONITORING - 08/08-	116.04	
	PO 17769 POLICE FIOS - 08/24-09/23/24	324.74	968.94
1388 - VERIZON WIRELESS	PO 17771 POLICE WIRELESS - 08/24-09/23/24	682.88	682.88
1392 - W.B. MASON CO, INC	PO 17282 SUPPLIES - ADMIN, BLDG, CLERK, COURT, DP	230.27	

List of Bills - (All Funds)

7.A.1.b

Vendor	Description	Payment	Check	Total
	PO 17410 COPY PAPER - OEM	35.92		
	PO 17520 SUPPLIES - ADMIN, CLERK, FINANCE & POLIC	323.08		589.27
	DOG TRUST FUND			
1445 - Monmouth County SPCA	PO 17545 ANIMAL CONTROL SERVICES - JUNE 2024	425.00		425.00
1367 - TREASURER:STATE OF NJ HEALTH	PO 17690 State Monthly Dog License Report May 202	2.40		
	PO 17691 April 2024 Monthly Dog License Report	14.40		16.80
	OPEN SPACE TRUST			
1658 - AMAZON CAPITAL SERVICES, INC	PO 17380 SUPPLIES USED IN PARKS	111.21		
	PO 17654 TENNIS WIND SCREENS + TIES FOR CC & BBBP	398.77		509.98
2191 - ATLANTIC PROCUREMENT GROUP, LLC	PO 16991 ADDITIONAL YARD HYDRANTS & PIPE FOR COMM	388.64		388.64
2045 - BIRDS BEWARE, INC	PO 17571 GEESE SERVICES FOR BORO PROPERTIES	893.73		893.73
2183 - CENTRAL JERSEY MECHANICAL, INC.	PO 17435 REPAIR OF WELL IRRIGATION LEAK	3,100.00		3,100.00
1625 - DOG WASTE DEPOT	PO 17616 QUOTE FOR DOG WASTE BAGS	475.54		475.54
2059 - HEADS UP IRRIGATION, LLC	PO 17418 EMERGENCY REPAIR INSPECTION BROKEN PIPE	1,990.00		
	PO 17655 BLACKBERRY BAY PARK IRRIGATION REPAIR	648.58		2,638.58
1485 - NJ GRAVEL AND SAND CO.	PO 17575 MATERIALS FOR BBBP REPAIR IRRIGATION	470.00		470.00
2003 - POOR JOHN PORTABLE TOILETS	PO 17582 EXTRA RENTAL/CLEANING PORTABLE JOHNS	1,779.00		1,779.00
1327 - SLATTERY PEST MANAGEMENT, LLC	PO 17378 TREATMENT OF GROUND BEES @ BLACKBERRY	1,000.00		
	PO 17632 PEST CONTROL SERVICES- GROUND BEES + MIS	2,000.00		
	PO 17658 FOR GROUND BEES AT COMMUNITY CENTER PARK	400.00		3,400.00
	UCC Trust			
2100 - ALLEGRA MARKETING, PRINT & MAIL	PO 17577 CONSTRUCTION PERMIT FOLDERS	350.00		350.00
1658 - AMAZON CAPITAL SERVICES, INC	PO 17518 BLDG FILE SORTER	31.90		31.90
1814 - LEAF	PO 17744 COPIERS	223.00		223.00
1392 - W.B. MASON CO, INC	PO 17282 SUPPLIES - ADMIN, BLDG, CLERK, COURT, DP	39.10		39.10
	OTHER TRUST			
1658 - AMAZON CAPITAL SERVICES, INC	PO 17663 SUMMERS END SUPPLIES	326.79		326.79
1434 - Jersey Printing Associates, Inc.	PO 17640 OCEANPORT BOOKS	1,970.00		1,970.00
1313 - SAKER SHOPRITE INC	PO 17516 Ice Cream for Action Camp Carnival	45.21		45.21
	DEVELOPERS ESCROW TRUST			
1807 - COLLIERS ENGINEERING & DESIGN	PO 15402 PB Engineering - Somerset- SERIVEN	1,472.50		
	PO 16013 PB Engineering - Somerset- SERIVEN	87.50		
	PO 16271 PB Engineering	185.00		
	PO 17460 PB Engineering - FMBC	3,275.00		
	PO 17461 PB Engineering - FMBC	786.25		
	PO 17463 PB Engineering - FMBC	958.75		
	PO 17465 PB Engineering - Somerset- SERIVEN	92.50		
	PO 17667 Engineering - MPCCII	185.00		7,042.50
1807 - COLLIERS ENGINEERING & DESIGN	PO 17668 Engineering - MPCCII	138.75		
	PO 17670 PB Engineering - 35 Wyandotte Ave	323.75		462.50
1807 - COLLIERS ENGINEERING & DESIGN	PO 17671 PB Engineering - FMBC	1,768.75		
	PO 17676 PB Engineering - Somerset-Pulte Lodging	4,477.50		
	PO 17678 PB Engineering - Somerset- SERIVEN	138.75		6,385.00
1499 - KEVIN E KENNEDY, ESQ	PO 16280 PB Legal	275.00		
	PO 16673 PB Legal - Somerset-Pulte Lodging JV LLC	300.00		
	PO 17469 PB Legal - FMBC	150.00		725.00

TOTAL				1,405,434.56

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	1,358,773.82
01-106-04-000-017	CURRENT YEAR TAXES			3,591.43	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	492.14			
01-201-20-120-200	MUNICIPAL CLERK OE	9,854.63			

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ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	1,879.72			
01-201-20-155-200	LEGAL SERVICES OE	3,751.00			
01-201-25-240-200	POLICE OE	5,744.03			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	35.92			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	8,777.09			
01-201-25-260-200	FIRST AID ORGANIZATION OE	2,540.67			
01-201-25-265-200	FIRE DEPARTMENT OE	5,650.00			
01-201-25-265-209	REPAIRS & MAINTENANCE	2,415.24			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	2,721.25			
01-201-26-300-271	REPAIRS	6,229.71			
01-201-26-300-273	SUPPLIES	1,398.11			
01-201-26-300-277	BITUMINOUS CONCRETE	594.80			
01-201-26-300-281	UNIFORM	143.99			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	16,309.31			
01-201-26-310-252	REPAIRS & EQUIPMENT	7,388.99			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	800.00			
01-201-31-430-201	ELECTRICITY	1,638.29			
01-201-31-430-203	TELEPHONE/INTERNET	968.94			
01-201-31-430-204	WATER/SEWER	2,028.26			
01-201-31-430-205	NATURAL GAS	515.00			
01-201-31-430-207	STREET LIGHTING	582.02			
01-201-31-430-208	GASOLINE & OIL	5,238.69			
01-201-31-465-200	SANITATION DUMPING FEES	1,214.60			
01-201-43-490-200	MUNICIPAL COURT OE	1,403.33			
01-203-20-120-200	(2023) MUNICIPAL CLERK OE		10,908.34		
01-203-26-310-252	(2023) REPAIRS & EQUIPMENT		1,938.75		
01-206-55-000-046	REGIONAL SCHOOL TAX			306,407.49	
01-207-55-000-045	LOCAL SCHOOL TAX			945,612.08	
TOTALS FOR	Current Fund	90,315.73	12,847.09	1,255,611.00	1,358,773.82
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	14,962.47
02-213-40-700-025	CLEAN COMMUNITIES			860.28	
02-213-40-700-070	FMERA MOU-600 AREA WATER			14,102.19	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	14,962.47	14,962.47
05-101-00-100-011	CASH - TD			0.00	441.80
05-161-00-500-040	DUE TO STATE OF NJ			16.80	
05-270-00-500-020	RESERVE FOR EXPENDITURES			425.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	441.80	441.80
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	13,655.47
06-270-00-500-020	RESERVE FOR OPEN SPACE			13,655.47	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	13,655.47	13,655.47
18-101-01-100-101	CASH UCC TRUST			0.00	644.00
18-270-55-600	RESERVE FOR UCC TRUST			644.00	
TOTALS FOR	UCC Trust	0.00	0.00	644.00	644.00
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	2,342.00
60-270-55-600-105	RES.FOR RECREATION			45.21	
60-270-55-600-110	RES.FOR FIREWORKS			326.79	
60-270-55-600-135	RES.FOR HISTORICAL COMMITTEE			1,970.00	
TOTALS FOR	OTHER TRUST	0.00	0.00	2,342.00	2,342.00
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	14,615.00
61-270-55-600-205	RES.FOR DEV.ESCROW			14,615.00	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	14,615.00	14,615.00

7.A.1.b

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
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7.A.1.b

Total to be paid from Fund 01 Current Fund	1,358,773.82
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	14,962.47
Total to be paid from Fund 05 DOG TRUST FUND	441.80
Total to be paid from Fund 06 OPEN SPACE TRUST	13,655.47
Total to be paid from Fund 18 UCC Trust	644.00
Total to be paid from Fund 60 OTHER TRUST	2,342.00
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	14,615.00
	=====
	1,405,434.56

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

From 08/01/2024 to 09/30/2024 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
8/23/2024		17696		01-207-55-000-045	SEPT TAX REMITTANCE	945,612.08		
8/23/2024					OCEANPORT BOARD OF EDUCATION		945,612.08	01-101-01-000-011
8/23/2024		17697		01-206-55-000-046	SEPT 2024 TAX REMITTANCE	306,407.49		
8/23/2024					SHORE REGIONAL HIGH SCHOOL		306,407.49	01-101-01-000-011
8/23/2024		17717		02-213-40-700-070	Payment Certificate #3	14,102.19		
8/23/2024					VAUGHAN CONSTRUCTION AND EXCAVATION		14,102.19	02-160-05-000-001
8/28/2024		17674		01-203-20-120-227	Records Software/Scanning, R#2024-192	10,908.34		
8/28/2024					TOWNSHIP OF MIDDLETOWN		10,908.34	01-101-01-000-011

AUGUST SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				1,262,927.91
02-160-05-000-001	DUE TO/FROM CURRENT FUND				14,102.19
01-203-20-120-227	(2023) COMPUTER MAINT AND EQUIPMENT	10,908.34			
01-206-55-000-046	REGIONAL SCHOOL TAX			306,407.49	
01-207-55-000-045	LOCAL SCHOOL TAX			945,612.08	
02-213-40-700-070	FEMRA MOU-600 AREA WATER			14,102.19	
AUGUST TOTALS (FOR RANGE):		10,908.34		1,266,121.76	1,277,030.10
		=====	=====	=====	=====

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

7.A.1.c

From 08/01/2024 to 09/30/2024 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
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9/03/2024	17045			01-201-26-310-256	DRAINAGE WORK - BEHNID WOLF HILL	10,623.50		
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9/03/2024					MONARCH EXCAVATION, LLC		10,623.50	01-101-01-000-011
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SEPTEMBER SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				10,623.50
01-201-26-310-256	LAWN/GROUNDS MAINTENANCE		10,623.50		
SEPTEMBER TOTALS (FOR RANGE):			10,623.50		10,623.50
SUMMARY BY ACCOUNT FOR RANGE:					
ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED

01-101-01-000-011	CASH OPERATING				1,273,551.41
02-160-05-000-001	DUE TO/FROM CURRENT FUND				14,102.19
01-201-26-310-256	LAWN/GROUNDS MAINTENANCE		10,623.50		
01-203-20-120-227	(2023) COMPUTER MAINT AND EQUIPMENT	10,908.34			
01-206-55-000-046	REGIONAL SCHOOL TAX			306,407.49	
01-207-55-000-045	LOCAL SCHOOL TAX			945,612.08	
02-213-40-700-070	FMERA MOU-600 AREA WATER			14,102.19	
TOTALS (FOR RANGE):		10,908.34	10,623.50	1,266,121.76	1,287,653.60

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE PURCHASE OF AN HVAC SYSTEM FOR PORT AU PECK CHEMICAL HOSE
COMPANY VOLUNTEER FIRE COMPANY #1 THROUGH THE JCP&L DIRECT INSTALL PROGRAM**

**Resolution #2024-218
09/5/24**

WHEREAS, the Port Au Peck Chemical Hose Company Volunteer Fire Company #1 (the "Fire Company") building servicing the Borough of Oceanport's residents (the "Borough") has existing heating and air conditioning units ("HVAC") which are in disrepair and requires replacement; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5 (f) authorizes a municipality to purchase goods or services in excess of the bid threshold without public advertising for bids if the subject matter consists of the supplying of any product or rendering of any service by a public utility which is subject to the jurisdiction of the Board of Public Utilities; and

WHEREAS, the Borough obtained a proposal from Automated Building Controls, 3320 Route 66, Neptune New Jersey ("ABC") dated April 25, 2024 (the "Proposal"), Program Ally for the JCP&L Direct Install Program and thus subject to the jurisdiction of the Board of Public Utilities, to dispose of four existing HVAC units and to purchase/install three Carrier Gas Heating/Electric Cooling roof top units (collectively referred to as the "HVAC System") for a total cost of \$170,000.00; and

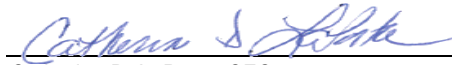
WHEREAS, JCP&L's incentive program pays for eighty percent (80%) of the total cost of the HVAC System leaving a balance owed by the Borough for the purchase and installation of the HVAC System at \$34,000.00 in accordance with ABC's Proposal; and

WHEREAS, the Borough Council believes it is in the best interest of the Borough to purchase the HVAC System through the JCP&L Incentive Program to save eighty percent of the total cost of the HVAC System and at the same time, provide a healthy and safe work environment for the Borough's volunteer firefighters at the Fire Company.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Borough Council of the Borough of Oceanport in the County of Monmouth and State of New Jersey that it hereby authorizes the purchase of the HVAC System for the Port Au Peck Chemical Hose Company Volunteer Fire Company #1 building from Automated Building Controls, Inc., Neptune, New Jersey in accordance with the proposal submitted to the Borough dated April 25, 2024 through the JCP&L Direct Install Program for a total net cost to the Borough of \$34,000.00.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify sufficient funds in the amount of \$32,000.00 are available in Account 04-215-55-433-249 and \$2,000.00 in Account # 01-201-26-310-252-3 for the purposes stated herein.


Catherine D. LaPorta, CFO

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT TO ROSARIO CONTRACTING CORPORATION FOR DEMOLITION OF THE
POOL AND BATHROOMS AT BLACKBERRY BAY PARK**

**Resolution #2024-219
09/5/24**

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

WHEREAS, the Borough of Oceanport has need of services for the demolition of the pool and its bathroom facilities located in Blackberry Bay Park; and

WHEREAS, the Borough obtained two quotes and has determined that the value of the services will exceed \$17,500.00 and award of the contract will be by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

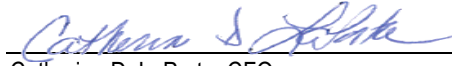
WHEREAS, Rosario Contracting Corporation, PO Box 420, Long Branch, NJ 07740 has completed and submitted a Business Entity Disclosure Certification and Political Disclosure pursuant with P.L. 2023, c.20; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that Rosario Contracting Corporation, PO Box 420, Long Branch, NJ 07740 is hereby awarded a contract for the demolition of the pool and its bathroom facilities at Blackberry Bay Park for an amount not to exceed Thirty Eight Thousand Dollars (\$38,000) pursuant with their Estimate dated 2/21/2024.

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

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in the Open Space Trust Fund Account #06-270-00-500-021 in the amount of \$38,000.00 for the stated purposes.


Catherine D. LaPorta, CFO

ESTIMATE**ROSARIO CONTRACTING
CORPORATION**

PO Box 420
Long Branch, NJ 07740

rosariomazzacorp@aol.com
+1 (732) 222-1455

**Bill to**

Oceanport Boro

Estimate details

Estimate no.: 1253
Estimate date: 02/21/2024

P.O. Number: Blackberry Bay Pool Demo
Sales Rep: Joe Rosario

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Blackberry Bay Pool Demo	Demolition of pool, and all associated equipment Remove entire concrete and rebar structure offsite Backfill pool to grade and topsoil and seed to restore back to grass Demo Existing Bathrooms to Existing Block Walls 6" Topsoil seed and erosion fabric 4" 3/8 Delaware River Stone over compacted RCA	1	\$38,000.00	\$38,000.00
			Pickle Ball Courts - Add 4" 3/8 Delaware River Stone over compacted RCA in front of four courts	Total		\$38,000.00

Accepted date:
September 4, 2024

Accepted by: _____
DONNA M. PHELPS, ADMINISTRATOR

Accepted date:

Accepted by: _____
JOSEPH ROSARIO, ROSARIO CONTRACTING CORP.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT TO COLLIERS ENGINEERING & DESIGN FOR ENGINEERING SERVICES
RELATED TO PROPOSAL DATED JUNE 28, 2024 FOR A FEASIBILITY STUDY TO DREDGE HUSKY
BROOK POND PURSUANT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BOROUGH
OF OCEANPORT AND THE FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY (FMERA)**

**Resolution #2024-220
09/5/24**

WHEREAS, the Borough Council adopted Resolutions #2024-187 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 a Feasibility Study for Dredging of Husky Brook Pond; 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 June 28, 2024 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 June 28, 2024 for an amount not to exceed \$293,150.00

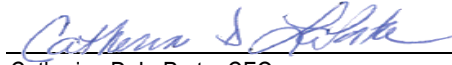
WHEREAS, funds are available for said services as indicated by the below Certification of Funds,

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

1. That the Borough of Oceanport has awarded a Professional Service Contract to Colliers Engineering & Design as Borough Engineer for 2024 and the work to be performed will be consistent with their existing contract and the Colliers proposal dated June 28, 2024 for engineering services related to the Borough's MOU with FMERA for a Feasibility Study for the Dredging of Husky Brook Pond.
2. That authorization is granted for an amount not to exceed \$293,150.00 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.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in the FMERA MOU Husky Brook Pond Account #01-201-41-718-200 in the amount of \$293,150.00 for the stated purpose.


Catherine D. LaPorta, CFO

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



June 28, 2024

VIA EMAIL

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

Proposal for Professional Services
Feasibility Study to Dredge Husky Brook Pond
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Proposal No.: OPB-0191P

Dear Mayor and Council Members ,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) is pleased to submit this proposal for professional engineering and surveying services associated with the feasibility study for the dredging of Husky Brook Pond at Fort Monmouth in the Borough of Oceanport, Monmouth County, New Jersey. The large watershed for Husky Brook starts at Monmouth Mall, crosses Wyckoff Road, Route 36, Route 35, Broad Street and various local streets as it meanders through the commercial and residential neighborhoods before traversing through the main post of Fort Monmouth ultimately discharging to Oceanport Creek. The on-stream pond was created in the 1960's and since then has experienced significant siltation since its initial construction. The study is to restore the pond's functionality and aesthetics.

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 BATHOMETRIC AND TOPOGRAPHIC SURVEY

Colliers Engineering & Design (CED) will perform a topographic survey of the subject property known as Husky Brook Pond located in Fort Monmouth in the Borough of Oceanport, Monmouth County, New Jersey in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in N.J.A.C. 13:40-5.1.

The limits of the survey will be based on the physical structures and the area of water shown below in the "Survey Limits":

SURVEY LIMITS



Our office will prepare a topographic survey map that is a graphic pictorial representation of existing site features within 30 to 40 feet from the water line of Husky Brook Pond observed at the time of the field survey such as buildings, curbs, sidewalks, roadways, driveways, retaining walls, fences, individual trees in open areas, and utility hardware. Limits of wooded areas will be depicted based on the approximate dripline, but individual trees within wooded areas will not be surveyed. The topographic map will depict existing spot elevations and contours at a one-(1) foot contour interval. GPS surveying techniques will be used to control the survey with the resulting horizontal datum



being New Jersey State Plane Coordinate System NAD83 and the vertical datum being North American Vertical Datum NAVD88.

Visible and accessible utilities and/or utility structures within the survey limits as described above will be surveyed and shown on the plan to include rim, grate and invert elevations, and pipe sizes entering and/or exiting the structures. For the purposes of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by Colliers Engineering & Design field survey personnel without the need for additional safety measures and/or assistance with making pipes visible, open, and clear for inspection and measuring.

We will survey visible evidence of existing utilities within the survey limits, but may not be able to confirm the existence, or actual position of all underground utilities which may be running through or servicing the subject property. The NJ One Call System prohibits the use of its service for surveying and mapping of subsurface utilities for engineering design purposes. If requested, we can enlist the services of our in-house subsurface utility engineers to investigate and mark the approximate location of subsurface utilities that may exist on the site. The fee for this additional service can be provided upon request as it is an optional service should FMERA deem it necessary and is not included in the scope of work.

Colliers Engineering and Design will utilize a combination of GPS Surveying and a flat bottom boat with HydroLite™ Echosounder to gather three-dimensional information for the natural topography within the water area as shown in the topographic survey limits image. The recorded survey information will then be analyzed to produce an AutoCAD Civil3d surface from which one foot (1') contours will be generated and shown on the Topographic Survey.

In addition, Colliers Engineering & Design will field measure the depths of the Husky Brook Pond utilizing a two-man crew and a boat. A map indicating the survey measurements will be prepared. The information will be combined with the surrounding topographic survey being performed above.

The survey crew will also perform spot elevations throughout the pond measuring down to a "point of refusal" to estimate the amount of muck existing in the pond to be dredged. Cross sections with the boat will be performed at intervals of 100' to 150' apart measuring the depth of the muck.

Included in this phase of service are the following tasks:

- Establish on-site survey control;
- Field traverse, topographic survey and data collection;
- Field measure inverts of accessible gravity structures;
- Field survey data reduction and computation;
- Preparation of topographic survey map in AutoCAD Civil 3D 2020 format.

Phase 1.0 Lump Sum Fee

\$19,600.00

PHASE 2.0 PRELIMINARY ECOLOGICAL AND REGULATORY EVALUATION

CED will perform a preliminary regulatory permitting evaluation of the proposed site and project. Our evaluation will include a review of background information, agency databases and approvals provided



for review. We will provide a Preliminary Flora and Fauna survey for pond and adjacent area as well as determining potential threatened and endangered species impacts.

The aforementioned will determine the approximate location and extent of potential regulated features on the subject property that may constrain the proposed project and what NJDEP permits would be available to advance the proposed project.

This task includes a letter report summarizing our findings, permits that may be required and copies of the mapping researched as part of the review and a plan showing the approximate location and extent of regulatory constraints (if any) observed on the property.

In addition, accessing Husky Brook Pond, dredging, and proposed recreational improvements may require encroachments into NJDEP regulated areas. These activities may require permits from the New Jersey Department of Environmental Protection (NJDEP) Division of Land Resource Protection (DLRP). CED recommends having a preapplication meeting with NJDEP to determine which permits NJDEP would deem appropriate for the proposed project. We will prepare a preapplication meeting request in accordance with the standards described in subchapters 15 (N.J.A.C. 7:7A-15.2) of the New Jersey Freshwater Wetlands Protection Act Rules. A professional engineer and environmental scientist from CED will attend the preapplication meeting.

Phase 2.0 Lump Sum Fee

\$9,550.00

PHASE 3.0 SEDIMENT SAMPLE COLLECTION AND ENVIRONMENTAL TESTING

The objective is to characterize sediment within Huskey Brook Pond for the purposes of dredging and disposal either at on-site locations or off-site disposal facilities.

Phase 3.1A Sampling Plan Preparation

Per the Scope of Work – Conduct Feasibility Study to Dredge Husky Brook Pond (SOW), a Sampling Plan will be prepared for the purposes of evaluating potential contaminants of concern which may be present in the pond sediment. Historic aerial photographs as well as available information present with New Jersey Department of Environmental Protection (NJDEP) databases will be reviewed. In addition, the Sampling Plan will include a Site-Specific Health and Safety Plan.

Phase 3.1B Sample Collection

Per the SOW, CED will collect twenty (20) sediment samples from Huskey Brook Pond as an initial round of sampling. At each of the 20 locations, sediment samples gathered will be in support of the gradation and sediment testing being performed under the geotechnical services phases. In addition, sediment collected at each of the twenty (20) locations will be used for the purposes of environmental testing. Sediment samples will be analyzed for EPA Target Compound List (TCL) volatile organic compounds (VOCs), TCL semi-volatile organic compounds (SVOCs), Target Analyte List (TAL) metals (including Hg), total cyanide, pesticides, PCBs, phenol, total phosphorous and total nitrogen. Samples will be submitted to a NJDEP certified laboratory with a standard 2-week (10 working day) turnaround time. The fee includes labor cost for up to three days of field work for sediment collection.



Phase 3.1C Report Preparation

Upon completion of field activities and receipt of final laboratory reports, a Report will be prepared which will summarize the findings of the investigative actions, laboratory analytical data and the results of a third-party data validation. Laboratory sample data will be summarized in table format and compared to the NJDEP Soil Remediation Standards (SRS). Detected concentrations of parameters will be bolded and exceedances of the SRS will be highlighted on the summary table. Recommendations will be made for additional investigation and mitigation, as necessary and appropriate.

Phase 3.1A Sampling Plan Preparation Lump Sum Fee	\$5,500.00
Phase 3.1B Sample Collection (20 samples) Lump Sum Fee	\$9,500.00
Phase 3.1C Report Preparation Lump Sum Fee	\$8,500.00
Phase 3.1D Laboratory Fee (20 samples at \$1,000.00/sample) Unit Cost	\$20,000.00

Phase 3.2A Sample Collection

CED will collect up to eighty (80) sediment samples from Huskey Brook Pond as a second round of sampling. At each of the selected locations, sediment samples will be collected for the purposes of environmental testing. Sediment samples will be analyzed for EPA Target Compound List (TCL) volatile organic compounds (VOCs), TCL semi-volatile organic compounds (SVOCs), Target Analyte List (TAL) metals (including Hg), total cyanide, pesticides, PCBs, phenol, total phosphorous and total nitrogen. Samples will be submitted to a NJDEP certified laboratory with a standard 2-week (10 working day) turnaround time. The sampling crew is estimated to be able to collect 6-7 samples per day. The total fee includes labor cost for twelve (12) days of field work for sediment collection to collect the 80 samples.

Phase 3.2B Report Preparation

Upon completion of field activities and receipt of final laboratory reports, a Report will be prepared which will summarize the findings of the investigative actions, laboratory analytical data and the results of a third-party data validation. Laboratory sample data will be summarized in table format and compared to the NJDEP Soil Remediation Standards (SRS). Detected concentrations of parameters will be bolded and exceedances of the SRS will be highlighted on the summary table. Recommendations will be made for additional investigation and mitigation, as necessary and appropriate.

Phase 3.2A Sample Collection (\$3,750/day, up to 12 days) Estimated Fee	\$45,000.00
Phase 3.2B Report Preparation Lump Sum Fee	\$13,000.00
Phase 3.2C Laboratory Fee (80 samples at \$1,000.00/sample) Unit Cost	\$80,000.00

PHASE 4.0 GEOTECHNICAL SAMPLING

The purposes for this subsurface exploration are to evaluate the subsurface conditions of the pond sediment, including documenting the thickness and composition. The exploration will determine the original pond bottom and collect samples of the sediment for laboratory testing. The depth of the pond and thickness of the sedimentation are each anticipated to be approximately 4 feet to 5 feet (i.e. maximum exploration and sediment sampling depths of 10 feet below water level). A summary report will be provided discussing potential reuse and disposal of the sediment, applicable dredge techniques, and options to dewater dredged sediments.

The geotechnical field exploration will consist of 20 hand advanced borings within the pond, completed under the HASP prepared by our Environmental team (see Phase 3.0 for this task). Based on our experience and our knowledge of the subsurface conditions in the vicinity of the project, our professional opinion is that these 20 exploration locations will be sufficient to characterize the subsurface profile and to provide the necessary geotechnical subsurface information for this dredge feasibility study. We note that deviations in the subsurface conditions can occur between explorations no matter what frequency is selected. Please note, NJDEP regulations do not govern physical composition sampling or testing requirements for dredge projects.

We propose to provide the following Scope of Services, under the direct technical supervision of a Professional Engineer licensed in the State of New Jersey:

- Access the pond via boat to perform sediment explorations. Explorations will be advanced by hand sampling equipment through the water, into the sediment until the natural soil bottom is located. Sampling methods may include hand augers, macro cores, and/or Ponar grab samplers. Samples will be collected by a geotechnical specialist or geologist, with OSHA HAZWOPER certification and working within the project HASP, under the direct supervision of the project Geotechnical Engineer. We estimate the 20 exploration locations and sediment samples will be completed over three working days.
- The representative sediment samples will be returned to one of our in-house laboratory facilities in either Mays Landing or Totowa, New Jersey (pending findings from the Environmental testing program). Our laboratory facilities have AASHTO Re: Source (formerly AMRL) accreditation and US Army Corps of Engineers (ACOE) validation. Laboratory testing on each of the collected 20 samples is anticipated to include grain size distribution (by mechanical sieve), water content, plasticity limits, organic content, and ph.
- Evaluate field and laboratory data to develop an understanding of the sediment conditions at the site. This information will be used to evaluate potential reuse and disposal of the sediment, applicable dredge techniques, options to dewater dredged sediments, and/or the need for additional subsurface explorations.
- The results of our services will be presented in a formal written report at the conclusion of the work. The report would include a plan showing the location of the field explorations, detailed findings of the explorations, the results of laboratory tests, and our preliminary conclusions and recommendations from this dredge feasibility study.



Exploration Procedures - CED will contact the One Call System prior to performing the subsurface explorations; however, the Client is responsible for providing us with available utility information. Regardless of the level of effort to identify and locate existing utilities, we cannot be held responsible for damage to utilities that are not marked, are incorrectly marked, or otherwise not physically exposed by Level 'A' designating techniques.

We assume that access to the site will be readily available to us, without the need for special permission, permits, or procedures regarding land use (i.e. badging or screening, site specific training, etc.). We anticipate being given full access to the site for our services when we are authorized to proceed.

If poor subsurface conditions are encountered, resulting in extended exploration times or greater depths, additional field work may be required. Explorations will terminate at the apparent natural pond bottom, as determined by the field observer at the time of the field exploration program. If conditions encountered differ significantly from those anticipated, and as a result would increase the scope of our service, we will notify you for your authorization to continue with these additional services.

Subsurface explorations will be performed by a qualified representative of CED. Our representatives will maintain logs of the explorations as the work proceeds. Samples collected from the explorations will be classified in accordance with the Burmister Soil Classification system. Collected samples will be returned to our accredited laboratory for further review and evaluation (pending findings from the Environmental testing program). Soil samples will be discarded after three months from the date of the field explorations, unless otherwise negotiated with the Client.

Site restoration or backfilling is not included herein. Due to the nature of the work, some incidental disturbance (tire ruts, disturbed earth/vegetation, felled trees, soil and grease stains, etc.) and some post-study settlement should be anticipated across the site and at the locations of the explorations. CED shall not be responsible for any repairs to the site.

The Following parameters will be evaluated:

- Grain Size Distribution
- Water Content
- Percent Solids
- Plasticity
- Organic Content
- pH

The bulking factor is not a laboratory test and is highly dependent on the dredging method. A discussion on this factor will be include in the final report.

Exploration Schedule - Scheduling and planning of the field exploration will begin immediately after we receive written notice to proceed. We anticipate that the subsurface exploration can begin within about two weeks after the survey services are completed, depending on availability and the weather. We anticipate that the subsurface explorations will require three working days to complete.



The geotechnical laboratory testing will begin after completion of the Environmental testing program (anticipated two-week turnaround time, standard). The subsequent geotechnical laboratory testing, engineering analysis, and report preparation will require an additional four weeks to complete.

Phase 4.0 Lump Sum Fee

\$21,600.00

PHASE 5.0 ENGINEERING DESIGN SERVICES

CED will prepare a plan of current conditions based on the collected survey data and sediment measurements which will provide information on the current pond depth over the approximate 6.8 acres as well as amount of sedimentation that has occurred.

Utilizing the information collected conceptual plans for dredging will be prepared. The plans will include existing and proposed grades, cross sections of the pond, depth of sedimentation and computations of the material volume to be removed. A preliminary analysis will be performed to determine the feasibility of potential methods to increase the pond storage capacity (outlet structure modification, increasing height of banks, including other potential methods) and the potential impacts upstream and downstream as well as compliance with current NJDEP regulations.

The current methods of dredging will be researched to determine their applicability based on material to be removed, site conditions, and cost. Potential access points to the pond may depend on the method of dredging and will be evaluated. CED will assess a construction vehicle access plan to minimize impact on the residential area and sites under redevelopment. Utility requirements for the dredging activity will be evaluated to see if there may be impact on the selected method of removal.

The re-use and disposal options will be investigated as they will be dependent on the results of the chemical and physical properties testing results. FMERA has identified four potential sites on the base. These sites, as well as other potential sites as identified by CED, will be reviewed and prioritized as based the chemical and physical testing results, amount of material that could be placed on site and potential impacts to adjacent property owners for items such as truck traffic, odor, etc.

There is a desire to provide recreation enhancements around the pond. The feasibility of providing improvements such as a pond perimeter recreational trail including a potential bridge, picnic area and parking lot will be evaluated on a conceptual basis.

The report will conclude with a preliminary Engineer's Opinion of the Probable Cost will be prepared based upon the recommendations outlined in the report.

Phase 5.0 Lump Sum Fee

\$32,000.00



PHASE 6.0 MEETINGS

It is anticipated that up to three meetings with FMERA staff will be needed throughout the project. The project will commence with a kickoff meeting with a discussion on the project schedule and release of available FMERA documents pertinent to the project. Subsequent meetings will be to provide a project status and discuss preliminary findings.

Phase 6.0 Hourly Fee/Budget

\$8,700.00

PHASE 7.0 DREDGING SUMMARY REPORT

A comprehensive report will be prepared and will provide a detailed summary of the available dredging methods and the potential pros and cons of each relative to the project site and adjacent neighborhood. The potential to increase the stormwater capacity of the pond will be summarized as well as the positive and negative impacts to the surrounding community. Ultimate Disposal and re-use options will be discussed in detail along with the potential cost. A comprehensive summary of investigative actions and laboratory data will be provided with the actual analytical laboratory results from the chemical and physical testing include in appendices. A discussion of the chemical and physical test results and their impact on the ultimate re-use/disposal of the dredge material will be provided. Testing data results will be provided in a tabular summary format in the body of the report.

Ultimately the report will make recommendations as to the quantity of sediment that should be removed, the recommended removal method, and potential re-use/disposal site. A conceptual cost estimate based on the recommendations will be provided.

Phase 7.0 Lump Sum Fee

\$17,700.00

REIMBURSABLE EXPENSES

Printing and reproduction, overnight mail service and postage costs are not included in the fees and will be added to each monthly invoice.

Reimbursable Expenses Estimated Fee (Cost Plus)

\$2,500.00

DELIVERABLES

- Two (2) hard copies of the preliminary dredging report.
- Three (3) hard copies of the finalized stormwater infrastructure reports, electronic copies in Word and PDF formats.
- Two (2) hard copies of the Conceptual Plans.

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 BATHOMETRIC AND TOPOGRAPHIC SURVEY (LS)	\$ 19,600.00
PHASE 2.0 PRELIMINARY ECOLOGICAL AND REGULATORY EVALUATION (LS)	\$ 9,550.00
PHASE 3.0 SEDIMENT SAMPLE COLLECTION AND ENVIRONMENTAL TESTING (LS)	
PHASE 3.1A SAMPLING PLAN PREPARATION (LS)	\$ 5,500.00
PHASE 3.1B SAMPLE COLLECTION (20 SAMPLES) (LS)	\$ 9,500.00
PHASE 3.1C REPORT PREPARATION	\$ 8,500.00
PHASE 3.1D LABORATORY FEES (\$1,000.00/SAMPLE)	\$ 20,000.00
PHASE 3.2A SAMPLE COLLECTION (\$3,750.00/DAY) (BUDGET)	\$ 45,000.00
PHASE 3.2B REPORT PREPARATION (LS)	\$ 13,000.00
PHASE 3.2C LABORATORY FEES (\$1,000.00/SAMPLE) (BUDGET)	\$ 80,000.00
PHASE 4.0 GEOTECHNICAL SAMPLING (LS)	\$ 21,600.00
PHASE 5.0 ENGINEERING DESIGN SERVICES (LS)	\$ 32,000.00
PHASE 6.0 MEETINGS (HOURLY/BUDGET)	\$ 8,700.00
PHASE 7.0 DREDGING SUMMARY REPORT (LS)	\$ 17,700.00
REIMBURSABLE EXPENSES	\$ 2,500.00
TOTAL FEE FOR PHASES 1.0 THRU 7.0 PLUS REIMBURSABLE EXPENSES	\$ 293,150.00

FMERA Obligations

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

Exclusions and Understandings

The scope of work as presented was prepared to provide a more detailed approach to the project in response to the "Scope of Work, Conduct Feasibility Study to Dredge Husky Brook Pond" prepared by FMERA and finalized on February 20, 2024. CED will perform the tasks outline in the scope of work prepared by FMERA for the costs outlined above.

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:

- Any items not specifically defined in the Scope of Services;



- Wetland delineation, reports or surveys;
- Tree Location Plan and/or surveys;
- Utility survey;
- ALTA/NSPS Land Title Survey;
- Lump sum pricing includes laboratory testing performed at our in-house laboratory facilities. Should additional material handling consideration be required based on the Environmental testing program findings, additional fees will be required.
- Exploratory or testing services, interpretations, or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on site;
- Permit and application fees and governmental fees which are to be paid directly by FMERA; and,
- 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 2024 Rate Schedule is on file with the Borough of Oceanport.

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 May 1, 2024.

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

Sincerely,

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

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

William H.R. White, III, P.E., P.P., CME, CFM, CPWM
Principal

WHW/

cc: Kara Kopach, FMERA (via email)
Regina McGrade, FMERA (via email)
Joseph Fallon, FMERA (via email)
Jeanne Smith, Oceanport Borough Clerk (via email)

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**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT TO SUNBELT RENTALS, INC. FOR TEMPORARY LIGHTING EQUIPMENT
FOR USE AT MARIA GATTA PARK**

Resolution #2024-221
09/5/24

WHEREAS, there is a need to continue services with Sunbelt Rentals, Inc. for temporary lighting for the fields at Maria Gatta Park pending installation of the new lighting equipment project; and

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

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

WHEREAS, Sunbelt Rentals, Inc. is an authorized vendor under Sourcewell CO-OP #062320SNB for sports lighting; and

WHEREAS, the anticipated term of this contract is for the period January 1, 2024 through December 31, 2024; and

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

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

1. Sunbelt Rentals, Inc., is hereby appointed to provide equipment rental services for lighting equipment at Maria Gatta Park for calendar year 2024 for an amount not to exceed Forty-four thousand dollars (\$50,000).
2. The Purchasing Agent is hereby authorized to contract for services on behalf of the Borough of Oceanport subject to the availability of funds encumbered by purchase order on an as needed basis pursuant with N.J.A.C. 5:30-5.4

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

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in the Open Space Trust Account #06-670-00-500-024, not to exceed 50,000.00.



Catherine D. LaPorta, CFO

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF KAREN PAPPAS-TESTA AS A CROSSING GUARD**

**Resolution #2024-222
09/5/24**

WHEREAS, Police Chief Michael Kelly has advised that Crossing Guard Scott Poyner has submitted his resignation leaving a vacancy; and

WHEREAS, Chief Kelly has recommended the appointment of Karen Pappas-Testa to fill the vacancy,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Oceanport, that Karen Pappas-Testa is hereby appointed as a School Crossing Guard effective September 5, 2024 through December 31, 2024 based on the recommendation of the Mayor and Police Chief Michael Kelly.

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

Michael Fagiarone
Lieutenant



POLICE DEPARTMENT

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

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

Wednesday, September 04, 2024

Donna Phelps, Oceanport Borough Administrator
Jeanne Smith, Borough Clerk

To: Captain Michael Chenoweth, Oceanport Police Department

Reference: Karen Pappas-Testa

Please be advised that the record check of the above applicant for employment as a Full-time Crossing Guard is complete. Our investigation has led to the following finding:

 X The applicant is suitable for employment.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael P. Kelly", written over a horizontal line.

Michael P. Kelly
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
FOR NEED AND SUPPORT OF THE APPLICATION OF MBD DEVELOPMENT LLC AND DARBY
DEVELOPMENT LLC TO THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY ASPIRE
PROGRAM IN CONFORMANCE WITH THE NEW JERSEY HOUSING AND MORTGAGE FINANCE
NJHMFA LAW OF 1983**

Resolution #2024-223

09/5/24

WHEREAS, MBD Development, LLC and Darby Development, LLC (hereinafter referred to as the “Sponsor”) proposes to construct a 298 unit mixed income housing project (hereinafter referred to as the “Project”) pursuant to the provisions of the New Jersey Housing and Mortgage Finance NJHMFA Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the “NJHMFA Requirements”) within the Borough of Oceanport (hereinafter referred to as the “Municipality”) on a site described as Lot 127, Block 127 and Lot 30, Block 122 (site to be subdivided with a new lot to be created for each phase of the Project) as shown on the Official Assessment Map of the Borough of Oceanport, Monmouth County; and

WHEREAS, the Project will be subject to the NJHMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance NJHMFA (hereinafter referred to as the “NJHMFA”); and

WHEREAS, pursuant to the NJHMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

WHEREAS, the Aspire Funding (“Aspire”) from the New Jersey Economic Development Authority (“NJEDA”) will also be utilized to fund the development.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport (the “Council”) that:

- (1) The Council finds and determines that the 298-unit mixed income housing Project proposed by the Sponsor meets or will meet an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the NJHMFA Law to enable the NJHMFA to process the Sponsor’s application for NJHMFA funding to finance the Project;
- (3) The Council does hereby adopt the within Resolution in Support of the NJEDA Aspire Application on behalf of the Project.

[Borough of Oceanport Letter Head]

August 12, 2024

Via Electronic Filing

Tim Sullivan, Chief Executive Officer
New Jersey Economic Development Authority
PO Box 990
Trenton, New Jersey 08625-0990

Re: Acknowledgment of ASPIRE Application Requirements

Mr. Sullivan

I am the Mayor and chief executive of the Borough of Oceanport. On behalf of the Borough of Oceanport, I am writing to acknowledge the requirement for a community benefits agreement (CBA) for MBD Development LLC and/or Darby Development, LLC's (the "Applicant") application to the New Jersey Economic Development Authority's (NJEDA) ASPIRE Program for the proposed development project (the "Project") located at the Monmouth Park Complex in Oceanport (Block 127 Lot 1 and Block 122 Lot 30).

We have already had extensive conversations with the Applicant regarding the CBA and negotiations are in an advanced stage. We will continue to negotiate with Applicant in good faith and are confident that we will reach an agreement on the CBA that will provide substantial benefits to the community well ahead of the time frame required by the ASPIRE program rules at N.J.A.C. 19:31-23A.8(e)(6).

We also acknowledge that while the NJEDA does not participate in negotiations of the CBA it will review the CBA prior to execution to confirm its compliance with all applicable rules.

Please let us know if you require anything else.

Very truly yours,

Thomas J. Tvrdik

Mayor of Borough of Oceanport

NG-C2N3CBX6 4878-8206-8402.1



Mayor & Council
910 Oceanport Way
Oceanport, NJ 07757

SCHEDULED

DISCUSSION ITEM (ID # 3323)

Meeting: 09/05/24 07:00 PM
Department: Mayor & Council
Category: Litigation
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 3323

8.1

Conditional Settlement Agreement - 60 Shore Road

CONDITIONAL SETTLEMENT AGREEMENT

This Conditional Settlement Agreement (the "Agreement"), dated September __, 2024, is entered into by and between plaintiff Borough of Oceanport (hereinafter “plaintiff”); and defendant Keith Salnick, (hereinafter “defendant”); (plaintiff and defendants hereinafter collectively referred to as the “Parties”);

WHEREAS, the Borough of Oceanport was founded by an act of the New Jersey Legislature on April 6, 1920;

WHEREAS, plaintiff is the owner of certain lands and property within Oceanport known as Block 73, Lot 8, more commonly identified on the Tax Map of the Borough as 60 Shore Road (hereinafter “Property”);

WHEREAS, the Property consists of a single family home and other improvements;

WHEREAS, under the Ordinances of the Borough of Oceanport, the Property is considered as residential property;

WHEREAS, Superstorm Sandy made landfall on October 29, 2012, in New Jersey;

WEHREAS, the Property sustained damage as a result of Superstorm Sandy;

WHEREAS, on May 16, 2013, the Mayor and Council of the Borough of Oceanport adopted amendments to Chapter 229 of the Borough’s Ordinance entitled “Flood Damage Prevention”;

WHEREAS, the Flood Damage Prevention Ordinance provides that any substantial improvement of a structure within a special flood hazard area must have its lowest floor elevated at or above base flood elevation or advisory base flood elevation whichever is more restrictive;

WHEREAS, defendant obtained title to the Property on January 10, 2015;

WHEREAS, defendant performed certain construction work on the Property;

WHEREAS, the design elevation for the AE-10 flood zone is twelve (12) feet four (4) inches;

WHEREAS, the base flood elevation for the lowest floor of defendant's home is nine (9) feet eleven (11) inches;

WHEREAS, the plaintiff contends that the construction work performed by the defendant constitutes a substantial improvement triggering the requirement that the lowest framing member of the lowest level of the Property be at an elevation of twelve (12) feet four (4) inches;

WHEREAS, the defendant contends that the work performed does not constitute a substantial improvement triggering the requirements of the Flood Damage Prevention Ordinance;

WHEREAS, the defendant submitted a grading plan to the plaintiff's professionals dated June 28, 2022, which was approved by the Borough;

WHEREAS, plaintiff contends that defendant has not taken actions to implement the June 28, 2022, grading plan approved by plaintiff;

WHEREAS, the plaintiff filed the instant action, Borough of Oceanport v. Salnick, MON-C-34-24 (hereinafter "Action" "Instant Action"), seeking certain relief, including, but not limited to compelling defendant to bring the Property into conformance with the requirements of applicable Borough Ordinances, including, the Flood Damage Prevention Ordinance and comply with the June 28, 2022, grading plan;

WHEREAS, defendant denies the allegations contained in the plaintiff's Complaint;

WHEREAS, the Parties now wish to amicably resolve, settle and compromise all disputes and controversies between them as it pertains to the instant action; and

WHEREAS, the Parties have consulted with their respective attorneys and/or had the opportunity to consult an attorney prior to executing this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement,

the undersigned Parties do hereby agree as follows:

1. Settlement Terms

1. Within twenty (20) days of this agreement being signed by the Parties, defendant will file the appropriate application with the Oceanport Planning Board to obtain a variance from the base flood elevation requirements set forth under Oceanport Borough Ordinance(s) and applicable law;
2. Once the appropriate application is filed with the Planning Board, plaintiff will dismiss the current lawsuit without prejudice as set forth in Paragraph 2;
3. Defendant will diligently pursue its application seeking variance relief submitted to the Planning Board;
4. In the event the Planning Board denies the variance relief sought defendant has the right to appeal the Planning Board's decision;
5. In the event the Planning Board denies the variance relief sought and defendant does not appeal the Board's decision and defendant does not begin work to comply with Borough Ordinances within forty five (45) days of the Planning Board's decision, plaintiff reserves the right refile a lawsuit to seek defendant's compliance with its applicable Ordinance(s) and other relief;
6. In the event the Planning Board denies the variance relief sought and defendant appeals the Planning Board's decision, and the appeal is denied, and defendant does not begin work to comply with Brough Ordinances within thirty days (30) of the denial of the appeal, plaintiff reserves the right to refile a lawsuit to seek defendant's compliance with its applicable Ordinance(s) and other relief;
7. In the event plaintiff is required to refile a lawsuit against defendant in connection with this matter, the fact that defendant sought variance approval from the Planning Board shall not be evidential for the purposes of the litigation.;
8. In the event plaintiff is required to refile a lawsuit against defendant in connection with this matter, the fact that the Parties entered into this Agreement shall not be evidential for the purposes of the litigation.
9. In the event plaintiff is required to refile a lawsuit against defendant in connection with this matter, the Parties agree that any testimony generated in connection with defendant's application to the Planning Board shall not be utilized in any litigation refiled in connection with this Agreement;

10. Defendant shall file with plaintiff's professionals a revised grading plan within ninety (90) days of this agreement being signed for review and approval. This time period may be extended by thirty (30) day increments or some other time agreed by the Parties if it is demonstrated that defendant is making a good faith effort to have the revised grading plans completed for submission to the Plaintiff's professional. Agreement to enlarge this time period shall not be unreasonably withheld. The fact that any neighboring property owner will not participate in a joint revised grading plan shall not be a basis for extending this time period.
11. In the event defendant does not timely submit a revised grading plan for review and approval within the initial ninety (90) day time period, or within any enlargement of time agreed by the parties, plaintiff reserves the right to refile a lawsuit seeking compliance with the previously approved June 28, 2022, grading plan, applicable Ordinance(s) and/or other relief.
12. Defendant will comply with all applicable state, county and local laws relating to any approvals granted by the Planning Board should there be a favorable decision and/or plaintiff's professionals of the approval of a revised grading plan.
13. Defendant agrees that upon the revised grading plan being approved defendant will commence construction/implementation of the revised grading plan within thirty (30) days of the approval. Defendant further agrees that he will comply and construct the approved revised grading plans.
- ~~13.~~14. The defendant reserves all rights and defenses in the event it is necessary for the plaintiff to refile a lawsuit. This includes, but is not limited to, defendant's position that the Flood Prevention Ordinance is not applicable to his property as the work performed does not constitute a substantial improvement.

2. Stipulation of Dismissal Without Prejudice.

Upon defendant filing its application with the Oceanport Planning Board, within ten (10) days thereof, the Parties agree to file with the Clerk of the Superior Court of New Jersey, Monmouth County, a Stipulation of Dismissal without Prejudice dismissing the instant action.

3. Tolling of the Statute of Limitations

In the event that the terms set forth in Paragraph 1 are not met by the defendant, plaintiff shall be permitted to refile a lawsuit seeking compliance with applicable Ordinances(s) and other

relief.

All statute of limitations relating to the claims brought forth in the instant action shall be tolled effective from the date the Instant Action was filed.

3. No Admission.

This Agreement is executed pursuant to a compromise and settlement entered into without any admission of liability by the Parties, but solely for the purpose of avoiding costly litigation on disputed claims and avoiding uncertainty, controversy and legal expense.

4. Amendment.

This Agreement shall be binding upon the Parties and may not be amended, supplemented, changed, or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by the Parties.

5. Entire Agreement.

This Agreement contains and constitutes the entire understanding and agreement between the Parties and cancels all prior or contemporaneous oral or written understandings, negotiations, agreements, commitments, warranties, representations, and promises in connection herewith.

6. Severability.

If any provision in this Agreement is declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

7. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that all parties are not a signatory to the original or the same counterpart.

Furthermore the parties mutually agree that this Agreement may be executed by an emailed or faxed signature in counterparts which taken together should be considered an original.

9. Authority.

The Parties represent and warrant that: (i) the individuals who execute this Agreement are duly authorized to execute this Agreement on behalf of the Parties, respectively; (ii) no other signature, act or authorization is necessary to make this Agreement binding on the respective parties, and (iii) to the best of their knowledge, the Parties named are all necessary and proper parties.

10. Headings.

The headings of the sections contained herein are for convenience only and are not to be used to define, limit or construe their contents.

11. Successors.

All of the rights and obligations of the Parties under this Agreement shall bind and inure to the benefit of the respective successors, grantees and assigns of the Parties.

12. Representation by Counsel/Option to Retain Counsel.

The Parties hereby acknowledge that each has been represented by legal counsel of its own choice and/or had the option to retain counsel throughout all of the negotiations which preceded the execution of this Agreement and that each of them has executed this Agreement with the consent and on the advice of such legal counsel and/or understanding that they had the option to consult legal counsel. The Parties further acknowledge that each of them and their counsel (if applicable) have had an adequate opportunity to make whatever investigations or inquiry that they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution

hereof and the delivery and acceptance of the consideration specified herein. Each party has reviewed and revised, or had the opportunity to revise this Agreement, and accordingly the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

By signing below, the Parties acknowledge that they have consulted with legal counsel and/or had the opportunity to consult legal counsel regarding this Agreement and have carefully read and fully understand all of the provisions of this Agreement and that they are voluntarily entering into this Agreement.

**The undersigned hereby accept and agree to be bound by the terms of this
CONDITIONAL SETTLEMENT AGREEMENT.**

Borough of Oceanport

Subscribed and Sworn to me before this ____ day of September, 2024

By: _____
Thomas J. Tvrdik, Mayor

ATTEST: _____
Jeanne Smith, Borough Clerk

Subscribed and Sworn to me before this ____ day of September, 2024

Keith Salnick

By: _____
Keith Salnick

ATTEST: _____

**RESOLUTION OF THE BOROUGH OF OCEANPORT
INCREASING CONTRACT FOR HVAC SERVICES BETWEEN AUTOMATED BUILDING CONTROLS
AND THE BOROUGH OF OCEANPORT**

Resolution

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

WHEREAS, the Borough of Oceanport has entered a contract for HVAC maintenance and emergent services with **Automated Building Controls, 3320 Route 66, Neptune, NJ 07753** pursuant with Resolution #2024-44; and

WHEREAS, the Borough has determined that additional services are necessary and there is a need to increase the amount of the contract for an amount not to exceed \$44,000.00; and

WHEREAS, Automated Building Controls, 3320 Route 66, Neptune, NJ 07753 has completed and submitted a Business Entity Disclosure Certification and Political Disclosure pursuant with **P.L. 2023, c.20**; and

WHEREAS, funds shall be available for the stated purpose in the 2024 municipal budget subject to adoption of the 2024 budget in accordance with the below Certification of Funds by the Chief Financial Officer,

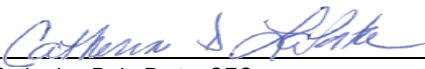
NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that:

1. **Automated Building Controls, 3320 Route 66, Neptune, NJ 07753** is hereby awarded a contract for HVAC services for CY2024.
2. The Borough Administrator is hereby authorized to enter into a contract on behalf of the Borough of Oceanport for maintenance and as-need services for an amount not to exceed \$44,000.00 for 2024.
3. That the contract shall also provide for an open-ended contract for services performed in regards to HVAC services contingent upon the availability of funds not to exceed \$44,000 for CY2024. Funds will be certified and encumbered by individual purchase order prior to each request for service pursuant with N.J.A.C. 5:30-5.5

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

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify sufficient funds are available in Account #01-201-26-310-252-3 for the purposes stated herein.


Catherine D. LaPorta, CFO

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #23-00002 FOR
BLOCK 7 LOT 2.01 KNOWN AS 26 TECUMSEH AVE**

Resolution

WHEREAS, at the Borough Tax Sale held on October 5, 2023, a lien was sold on Block 7 Lot 2.01, otherwise known as 26 Tecumseh Ave.; and

WHEREAS, this lien, known as Tax Sale Certificate 23-00002 was sold to Pro Cap 8 FBO Firsttrust Bank at an interest rate of 18%; and

WHEREAS, the owner has redeemed Certificate 23-00002 in the amount of \$1,283.82.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$1,283.82 payable to Pro Cap 8 FBO Firsttrust Bank, PO Box 774, Fort Washington, PA 19034-0774 for the redemption of Tax Sale Certificate 23-00002.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED TO BIKE NEW YORK FOR THE 2024
TWIN LIGHTS RIDE TO BE HELD SEPTEMBER 29, 2023 WITHIN THE BOROUGH OF OCEANPORT**

Resolution

WHEREAS, Bike New York has made application for a Special Events Permit to hold their 2024 Twin Lights Ride through town; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to Bike New York for the 2024 Twin Lights Ride to be held on September 29, 2024 in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

Michael R. Fagliarone
Lieutenant



POLICE DEPARTMENT
930 OCEANPORT WAY, OCEANPORT, NEW JERSEY 07757

732.222.6300
Main

732.222.6301 ext 3015
Records

732.222.0945
Fax

August 19, 2024

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

Re: Special Permit Application-Twin Lights Bike Tour-Sunday, September 29th, 2024

Dear Mayor Tvrdik,

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the Twin Lights Bike Tour sponsored by Bike New York scheduled for Sunday, September 29th, 2024. The tour will ride through the Borough of Oceanport, which includes a rest area located in the parking area of the Old Warf Parking Area off East Main Street.

The first riders will enter Oceanport at approximately 7:45am and the last rider will leave Oceanport at approximately 12:30pm.

Bike New York has not requested the presence of an officer this year and the route remains the same as in prior tours.

I have reviewed the logistics of the event, as well as the planned route, the number of perspective participants. I also reviewed the course map. (attached)

Based on the number of participants, the roadways utilized for the event, the day of the week, as well as the time of the event, I am recommending that the mayor and council approve the application.

The event, which has incorporated Oceanport over the last 11 years, is well organized and monitors the safety of the riders with course Marshalls. The riders follow specified rules of the road and additional rules from Bike New York.

There will be no scheduled roadway closures or detours during the event and the tour does not affect the routine flow of traffic.

Sincerely,

Michael P. Kelly
Chief of Police
Oceanport Police Department

Twin Lights Ride

Sunday, September, 29 2024

8.4.a

Route through Borough of Oceanport
Timeline: 7:51am - 12:18pm



SYMBOL KEY**SIGNAGE KEY**

- ① ARROW (Delineator)
- ② BIKE REPAIR (Tent)
- ③ ROUTE MAP (T-Pole)
- ④ OLD WHARF (Tent)

TENT KEY

- A - HYDRATION TENT
- B - FOOD TENT
- C - BIKE REPAIR TENT



**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE PURCHASE OF TWO UTILITY VEHICLES FROM WINNER FORD THROUGH
STATE CONTRACT FOR THE OCEANPORT POLICE DEPARTMENT**

Resolution

WHEREAS, the Oceanport Police Department has need to purchase two (2) 2025 Ford Utility Interceptor vehicles and funds have been appropriated in the 2024 Budget for the purchase of said vehicles for use by the Police Department; and

WHEREAS, N.J.S.A. 40A:11-3(a), allows for the award of a contract without the necessity of public advertising for bids when the procurement is made through a State contract; and

WHEREAS, Winner Ford has submitted a proposal for the provision of two (2) 2025 Ford Utility Interceptor for a total cost of \$124,056.00; and

WHEREAS, the recommendation is to purchase both vehicles with emergency equipment from Winner Ford, 250 Haddonfield-Berlin Rd, Cherry Hill, NJ 08034 which are available through NJ State Contract #20-Fleet-01189 for a total amount not to exceed \$124,056.00; and

WHEREAS, the Chief Financial Officer has confirmed that funds are available for the stated purpose as indicated below by the Certification of Funds,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that the purchase of two 2025 Ford Utility Interceptor Vehicles with emergency equipment for a total price of \$124,056.00 from Winner Ford, 250 Haddonfield-Berlin Rd, Cherry Hill, NJ 08034 pursuant with NJ State Contract #20-Fleet-01189 is hereby authorized.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in Account #01-201-44-900-903 in the amount of \$124,056.00 for the stated purpose.



Catherine D. LaPorta, CFO



Linda Hoffman
856-214-0759 Phone
856-488-1915
Lhoffman@winnerford.com
N.J. Contract # 20-FLEET-01189

2025 Ford Utility Interceptor Base Vehicle

42493.00

- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- Perimeter Alarm
- Engine Idle
- Dark Car
- Blind Spot Mirrors
- Cargo Area Dome Light
- Power Passenger Seat
- Rear A/C
- 4 Keys with Fobs
- H8 AGM Battery
- Reverse Sensing
- Taillamp Prep Headlamps Prep Pkg.
- SYNC
- Ford Telematics, includes Modem
- Pre-Wiring for grille LED lights, siren and speaker
- 99B 3.3L V6 Engine**
- 44U 10 Speed Auto Transmission
- 60R Radio Noise Suppression
- 59B Keyed Alike
- 68G Rear Door Locks & Windows Inoperative
- 51T Drivers Side LED Spotlight
- 549 Power Heated Mirrors
- 18D Global lock/unlock feature
- Skid Plate

Total

43643.00



Linda Hoffman
 856-214-0759 Phone
 856-488-1915

Lhoffman@winnerford.com

Emergency Equipment **18385.00**

Whelen Liberty II DUO Light Bar
 Setina Push Bumper w/Front and Side Lights
 Vertex in Headlights, Clear
 Flash Headlights
 Under Mirror Lights; 1 Red, 1 Blue
 Vehicle Specific Console w/Cup Holder, Arm Rest,
 Magnetic Mic Clip
 Core Siren/Switchbox Controller
 Speaker and Bracket
 ProGard Pro Cell ½ Cage; includes Window Bars, Door Panels,
 Outboard Seat Belt System
 Outer Edge
 Vertex in Reverse Lights, Clear
 Flash Tail Lights
 Striplight in Rear ¼ Window

COMPLETE COST OF 1 VEHICLE:	62028.00
COMPLETE COST OF 2 VEHICLES:	124056.00

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING ACCEPTANCE OF EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS FROM
THE BOROUGH OF LITTLE SILVER**

Resolution

WHEREAS, pursuant with N.J.S.A. 40A:5-29, the Borough of Oceanport is a local unit authorized and empowered to accept bequests, legacies and gifts made to it and is empowered to utilize such bequests, legacies and gifts in the manner set forth in the conditions of the bequests, legacy or gift, provided, however, that such bequest, legacy or gift shall not be put to any use which is inconsistent with the laws of the State of New Jersey and of the United States; and

WHEREAS, the Borough of Oceanport is authorized pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* and specifically, N.J.S.A. 40A:11-36 to donate property which is no longer needed for public use to another contracting unit; and

WHEREAS, the Borough of Little Silver has a forklift and truck lift no longer in use; and

WHEREAS, the Borough of Oceanport's Public Works Department has need of such equipment for various tasks;
and

WHEREAS, the Borough of Little Silver desires to donate the forklift and truck lift to the Borough of Oceanport.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Oceanport accepts the donation of the forklift and truck lift and extends their appreciation and thanks to the Borough of Little Silver for their generous donation.

BE IT FURTHER RESOLVED, that the Borough Clerk shall provide a certified copy of this Resolution to the Oceanport Borough Administrator and Chief Financial Officer, and the Borough of Little Silver.



Mayor & Council
910 Oceanport Way
Oceanport, NJ 07757

SCHEDULED

DISCUSSION ITEM (ID # 3314)

Meeting: 09/05/24 07:00 PM
Department: Mayor & Council
Category: Development
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 3314

9.1

Request for Easement_60 Shore Road

From: [ksalnick](#)
To: [ksalnick](#)
Cc: [Donna Phelps](#); [Jeanne Smith](#); [Oceanport Mayor](#)
Subject: Re: Please include for discussion
Date: Tuesday, August 6, 2024 1:05:40 PM

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

Sorry.. last thing.. this as well please

7:7-4.5 Permit-by-rule 5 - construction of portion of a recreational dock or pier located landward of mean high water line

(a) This permit-by-rule authorizes the construction of the portion of a recreational dock or pier located landward of the mean high water line at a residential development, provided that a waterfront development permit has been obtained for the construction waterward of the mean high water line.

(b) The structure shall meet the following requirements:

1. The width of the structure landward of the mean high water line shall not exceed the width of the structure waterward of the mean high water line; and
2. Over wetlands, the width of the structure shall not exceed six feet and the height of the structure shall be a minimum of four feet.

(c) The waterfront development permit for the construction waterward of the mean high water line may include additional conditions on the upland construction to ensure compliance with this chapter. For example, the waterfront development permit may have a condition requiring the dock to cross the wetlands at the narrowest point on the property or to allow continued access along the shoreline.





~ 1956

- 60th Anniversary -

2016 ~

Charles C. Widdis, P.E. & L.S. (1924-2009)

Charles M. Widdis, P.L.S., P.P. (1955-2001)

Harry J. Widdis, P.L.S.

MUNICIPAL - PUBLIC - PRIVATE

LICENSED IN NEW JERSEY

August 16, 2018

DESCRIPTION OF PROPOSED EASEMENT FOR PORTION OF WOOD RAMP
ENCROACHING INTO RIGHT OF WAY ON SHORE ROAD IN THE BOROUGH OF
OCEANPORT, MONMOUTH COUNTY, NEW JERSEY

BEGINNING at a point in the southerly line of Shore Road, said point being distant 11.90 feet from a monument in the southerly line of Shore Road, said monument being at the northeast corner of Lot 5 in Block 74 feet, said point also being a point where the easterly line of Lots 7 & 8 in Block 73 if projected in a southerly direction would intersect the southerly line of Shore Road; thence

- 1) Following along the southerly line of Shore Road South 19°26'17" West a distance of 6.56 feet to a point; thence
- 2) North 45°16'39" West a distance of 12.90 feet to a point; thence
- 3) North 42°58'41" East a distance of 6.00 feet to a point ; thence
- 4) South 44°52'12" East a distance of 10.28 feet to the point or place of **BEGINNING**.

Containing 69 Sq. Ft. (0.002 Ac.)

The above description is based on a certain map entitled "Final Asbuilt Block 73 Lot 12 situated in the Borough of Oceanport, Monmouth County, New Jersey" dated August 16, 2018 as prepared by C.C. Widdis Surveying, LLC, James B. Goddard, PLS.

CHARLES C. WIDDIS

Professional Engineers

Land Surveyors

Professional Planners

175 Broadway Long Branch, NJ 07740

(732) 222-8810

FAX #(732) 571-2340

LETTER OF TRANSMITTAL

TO

Keith Salnick

60 Shore Road

Oceanport NJ 07757

DATE	8-17-18	JOB NO.	F9917
ATTENTION			
RE:	Borough of Oceanport		
	60 Shore Road		
	Block 73		
	Lot 12		

WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
6	8-16-18		Final Asbuilt Plan
6	8-16-18		Meters & Bounds Description

THESE ARE TRANSMITTED as checked below:

- ☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: _____

Packet Pg. 57

If enclosures are not as noted, kindly notify us at once.

~ 1956

- 60th Anniversary -

2016 ~

Charles C. Widdis, P.E. & L.S. (1924-2008)
Charles M. Widdis, P.L.S., P.P. (1955-2001)
Harry J. Widdis, P.L.S.

MUNICIPAL - PUBLIC - PRIVATE
LICENSED IN NEW JERSEY

August 16, 2018

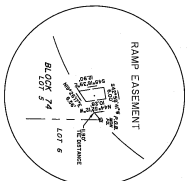
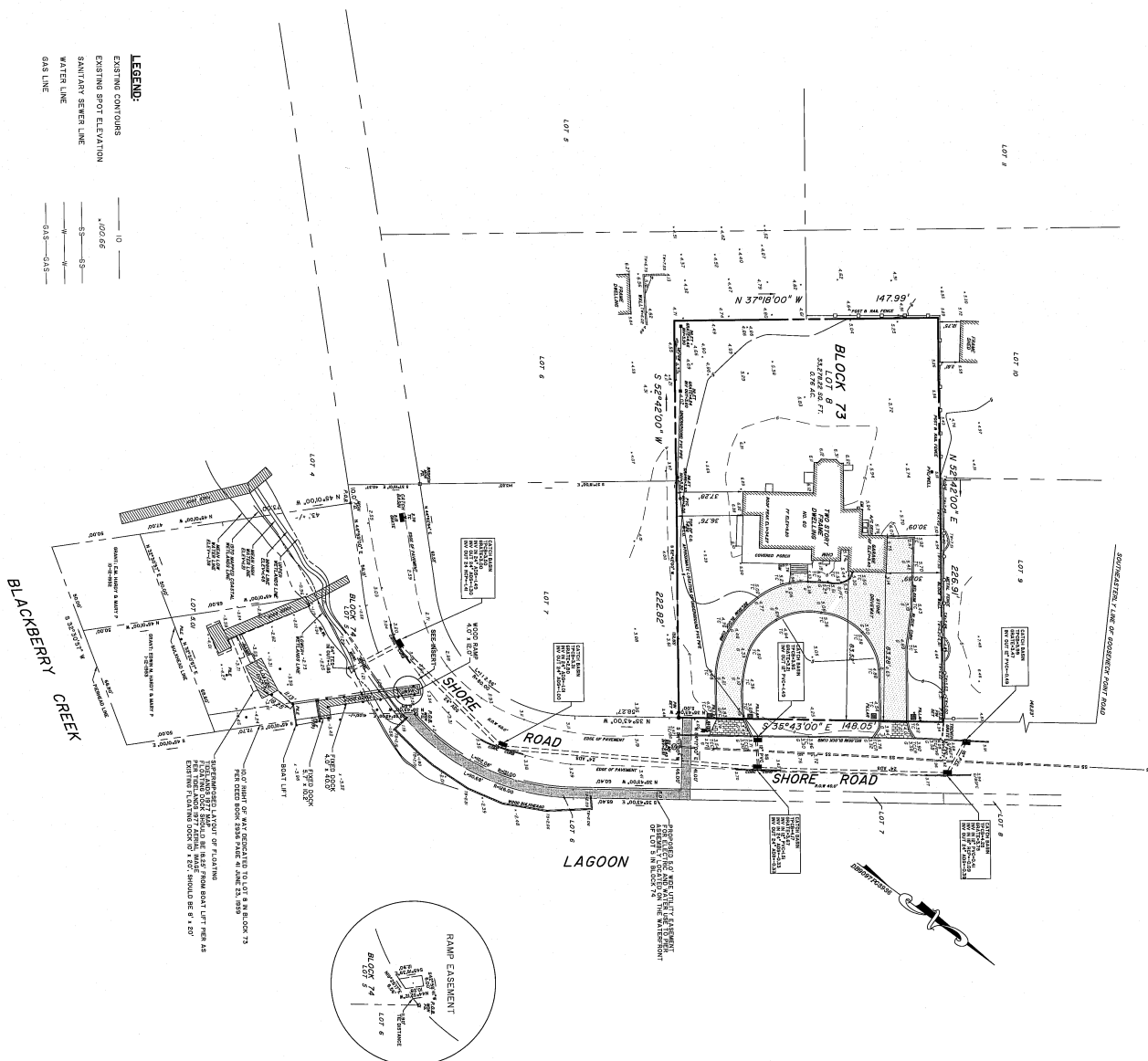
**DESCRIPTION OF FIVE FOOT WIDE UTILITY EASEMENT LOCATED ON LOTS 6 & 7 IN
BLOCK 74 IN THE BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY**

BEGINNING at a monument in the southerly line of Shore Road, said point being the northeast corner of Lot 5 in Block 74 feet, said point also being a point where the easterly line of Lots 7 & 8 in Block 73 if projected in a southerly direction would intersect the southerly line of Shore Road; thence

- 1) Following along the southerly line of Shore Road, on a curve line deflecting to the left with a radius of 121.00 feet and an arc length of 102.08 feet to a point; thence
- 2) North 35°43'00" West a distance of 60.40 feet to a point; thence
- 3) South 54°17'00" West a distance of 46.00 feet to a point in the westerly line of Shore Road; thence
- 4) Along the westerly line of Shore Road North 35°43'00" West a distance of 5.0 feet to a point; thence
- 5) North 54°17'00" East a distance of 41.00 feet to a point in the westerly line of Shore Road; thence
- 6) South 35°43'00" East a distance of 65.40 feet to a point of curvature; thence
- 7) On a curve line deflecting to the right with a radius of 126.00 feet and an arc length of 110.68 feet to a point; thence
- 8) North 35°43'00" West a distance of 6.59 feet to the point or place of **BEGINNING**.

Containing 1064 Sq. Ft. (0.02 Ac.)

The above description is based on a certain map entitled "Final Asbuilt Block 73 Lot 12 situated in the Borough of Oceanport, Monmouth County, New Jersey" dated August 16, 2018 as prepared by C.C. Widdis Surveying, LLC, James B. Goddard, PLS.



LEGEND:

EXISTING CONTOURS — 10 —

EXISTING SPOT ELEVATION *100.66

SEWAGE LINE — S — S —

WATER LINE — W — W —

GAS LINE — GAS — GAS —

BLACKBERRY CREEK

REVISIONS	DESCRIPTION
-----------	-------------

PROJECT SITE: 60 SHORE ROAD

FINAL ASBUILT
BLOCK 73 LOT 8

SITUATED IN:	COLUMBIA
THROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY	JAN

C.C. WIDDIS SURVEYING, LLC
LICENSED LAND SURVEYORS
175 Broadway, Long Branch, New Jersey 07740
APPROVED BY: _____
DATE: _____

James P. Goddard
New Jersey Automation Inc. 364.22.9510
Voice: 732.222.8810 • Telex: 732.222.8815

JAMES B. UDDY
N.J. PROFESSIONAL LAND SURVEYOR

0/16/2019
DATE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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OWNER:
KEITH SALNICK
60 SHORE ROAD
OCEANPORT, NJ 07757

- 1) BUILDING OFFSETS AND FENCES NOT TO BE USED TO ESTABLISH PROPERTY LINES.
- 2) LOCATION OF UNDERGROUND UTILITIES, IF ANY, NOT SHOWN
- 3) THIS SURVEY SUBJECT TO ANY EASEMENT OF RECORD OR OTHER PERTINENT FACTS WHICH MAY BE DISCLOSED BY A TITLE SEARCH.
- 4) WETLANDS, FLOOD HAZARD AREAS AND OTHER ENVIRONMENTALLY SENSITIVE LANDS, IF ANY, NOT SHOWN NOR INVESTIGATED.
- 5) TOPOGRAPHIC INFORMATION SHOWN ON PLAN BASED ON 1988 MAND.

PREMISES ALSO KNOWN AS PLOT NO 30 AS SHOWN ON A CERTAIN MAP ENTITLED "MAP OF PROPERTY OF UNIVERSAL SECURITY CO., AT GOSWICK POINT, MONMOUTH COUNTY, NEW JERSEY, DATED JULY 31, 1922" FILED IN THE MONMOUTH COUNTY CLERK'S OFFICE ON DECEMBER 9, 1931 IN CASE NO. 24-9.



LONG BRANCH QUAD
SCALE 1" = 24,000
N 543.892 FT E 627.998 FT