



# BOROUGH OF OCEANPORT

## MAYOR & COUNCIL

AGENDA • SEPTEMBER 3, 2020

Workshop

Maple Place School

7:00 PM

2 Maple Place, Oceanport, NJ 07757

### I. Meeting Called to Order

### II. Statement of Compliance with Open Public Meetings Act: *This meeting complies with the Open Public Meetings Act by notification on January 6, 2020 this location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.*

This meeting further complies with the Open Public Meetings Act by notification on August 27, 2020 of this virtual/remote meeting, its location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site. Register from the Borough website at [www.oceanportboro.com](http://www.oceanportboro.com) "Click REGISTER..." This meeting is also being broadcast on Verizon FiOS Channel 28. The public will be muted upon entry to the meeting but will be able to participate during public portions of the meeting by using one of the following options:

- Register to listen/view meeting at [www.oceanportboro.com](http://www.oceanportboro.com)
  - Submit text comments through the web-based application to be read out loud during the live-stream public portions of the meeting.
  - Use the "Raise Your Hand" icon to be acknowledged for an opportunity to speak
  - Email your question/comments to [public.comments@oceanportboro.com](mailto:public.comments@oceanportboro.com)
  - Call the Borough's Public Comments Line # 732-272-8337 that is answered only during the live-stream. Callers' information will be taken and called back for their designated time to speak allowing the caller to be put on speaker and enter his or her comment on the record.
- Instructions for Public Participation in the meeting are also available on the Borough's website: [www.oceanportboro.com](http://www.oceanportboro.com)

### III. Flag Salute

### IV. Invocation

### V. Roll Call

### VI. Resolutions

**#2020-184** Resolution granting permission to the TRWRA for use of Sommers Park - *Amended*

2. Resolution authorizing payment of BILL LIST 09-03-2020
3. Resolution authorizing agreement with Rumson for use of courtroom facilities
4. Resolution authorizing agreement with Little Silver for use of courtroom facilities
5. Resolution authorizing compensation adjustments - Arlene Welch
6. Resolution authorizing purchase of 2 vehicles for Police Dept through State Contract
7. Resolution authorizing purchase of radio equipment for the fire department
8. Resolution authorizing purchase of extrication equipment for the fire department
9. Resolution accepting donation of 1995 Rescue Fire truck from Eatontown

### VII. Second Reading & Public Hearing Ordinances - Continued from August 20, 2020

**#1028** Ordinance Approving a Financial Agreement with KKF Enterprises

### VIII. PUBLIC HEARING: Municipal Open Space Grant Application

1. Resolution authorizing application for the 2020 MC Open Space Grant Program

**IX. Administrator's Report**

1. Resolution renewing membership in the Monmouth Municipal Joint Insurance Fund

**X. Clerk's Report**

1. Receipt of 2019 Municipal Audit
2. Annual Town-wide Yard Sale

***September 17, 2020 Meeting Items***

1. Resolution authorizing Refund for Overpayment, Block 96, Lot 1
2. Resolution authorizing permit for Facility Use
3. Resolution acknowledging receipt of 2019 annual audit
4. Resolution to amend 2020 budget for Drunk Driving Enforcement Grant
5. Workshop Minutes, June 4, 2020
6. Regular Meeting Minutes, June 18, 2020
7. Special Meeting Minutes, June 25, 2020
8. Approval of Executive Session Minutes, June 4, 2020
9. Receipt & Acceptance of Minutes, Historical Committee, July, 2020
10. Receipt & Acceptance of Minutes from Recreation Committee, May 8, 2020
11. Receipt & Acceptance of Minutes from Recreation Committee, June 10, 2020
12. Receipt & Acceptance of Minutes from Recreation Committee, July 8, 2020

**XI. Discussion Items**

1. Yoga in Charles Park
2. Proposed Amendments to Salary Ordinance Ranges

**XII. Mayor's Report****XIII. Petitions from the Public****XIV. Adjournment**

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
GRANTING PERMISSION TO THE TWO RIVERS WATER RECLAMATION  
AUTHORITY FOR THE USE OF SOMMERS PARK**

**Resolution #2020-184  
09/3/20**

**WHEREAS**, the Borough of Oceanport is a member municipality of the Two Rivers Water Reclamation Authority (TRWRA); and

**WHEREAS**, TRWRA Executive Director Michael Gianforte and Oceanport TRWRA Commissioners John Bonforte and Michael MacStudy appeared before the Oceanport Governing Body and presented the Authority's proposal to make improvements to the Pleasure Bay interceptor that connects the TRWRA facility through Sommers Park located in the Borough of Oceanport; and

**WHEREAS**, the project proposes the construction of a new 54-inch interceptor main crossing to be constructed within a 10-foot maximum diameter tunnel under Pleasure Bay, by tunneling from a point within the TRWRA facility in the Borough of Monmouth Beach, to Sommers Park in the Borough of Oceanport (approximately 3,250 linear feet).

**WHEREAS** the project requires the temporary use of the park for construction activities relating to the tunneling operations, as well as to install the new interceptor's underground intake structure components and proposes to fence off the park to restrict public access to the park while the construction activities are taking place, requiring authorization from the Borough of Oceanport.

**WHEREAS**, the construction duration is planned between October 1, 2021 and September 29, 2023, however, the actual construction duration may be shorter depending on the contractor's sequence of construction and production efficiencies.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey hereby grants permission to the TRWRA and its contractors and engineers to utilize Sommers Park as necessary (Block 38, Lot 7 and Block 39, Lot 1 as well as adjoining rights of way) for the full duration of construction estimated to be from October 1, 2021 to September 30, 2023 with the understanding that the project requires the temporary use of the park for construction activities relating to the tunneling operations, as well as to install the new Pleasure Bay interceptor's underground intake structure components and fence off the park to restrict public access to the park while the construction activities are taking place."

I certify that the foregoing Resolution #2020-184 was adopted  
by the Oceanport Governing Body at the Regular Meeting held  
September 3, 2020

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JEANNE SMITH, RMC  
BOROUGH CLERK

**From:** [Richard Gallo](#)  
**To:** [Oceanport Mayor](#)  
**Cc:** [Donna Phelps](#)  
**Subject:** Paul sommers park  
**Date:** Monday, August 24, 2020 8:17:41 PM

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Jay, 1) would like to see language that says park will be brought back to the way it was or better.

2). Would like something to say access will be from port au Peck ave and not Comanche dr.

3). And if they use BBB as staging area would like that returned the same or better.

Thanks , Rick

Sent from my iPad

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING PAYMENT OF BILL LIST FOR  
SEPTEMBER 3, 2020**

**Resolution**

**WHEREAS**, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of September 3, 2020.

**BE IT RESOLVED**, by the Mayor and Council that the bills be paid as on the attached bill list dated September 3, 2020 totaling \$450,121.52

**CERTIFICATION OF FUNDS**

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



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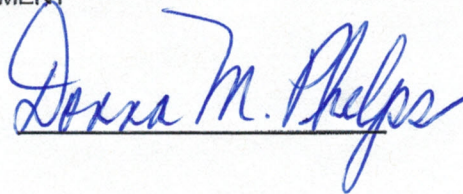
Catherine D. LaPorta, CFO

# **BOROUGH OF OCEANPORT BILL LIST**

**3-Sep-20**

| PAYEE                                    | AMOUNT              |
|------------------------------------------|---------------------|
| PAYROLL ACCOUNT                          | \$118,840.24 17th   |
| DCRP                                     | \$56.31             |
| FAIR SHARE HOUSING                       | \$15,000.00         |
| SELECTIVE INSURANCE                      | \$180.00            |
| US BANK OPERATIONS CENTER - DEBT SERVICE | \$75,644.00         |
| CAPITAL TRUST TOTAL                      | \$89,198.11         |
| GRANT FUND                               | \$6,066.47          |
| DOG REGISTRY TOTAL                       | \$0.00              |
| TRUST OTHER TOTAL                        | \$0.00              |
| ESCROW TRUST TOTAL                       | \$6,971.96          |
| OPEN SPACE TRUST TOTAL                   | \$978.00            |
| SUI                                      | \$0.00              |
| UCC TRUST                                | \$85.00             |
| <hr/>                                    |                     |
| 2019 VOUCHERS PAID THIS MEETING          | \$0.00              |
| 2020 VOUCHERS PAID THIS MEETING          | \$137,101.43        |
| <b>TOTAL</b>                             | <b>\$450,121.52</b> |

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



## List of Bills - (All Funds)

6.2.a

| Vendor                                    | Description                                      | Payment   | Check Total |
|-------------------------------------------|--------------------------------------------------|-----------|-------------|
| <b>Current Fund</b>                       |                                                  |           |             |
| 1731 - ADPRO IMPRINTS INC                 | PO 6424 purchase of masks for police officers    | 425.00    | 425.00      |
| 1658 - AMAZON CAPITAL SERVICES, INC       | PO 6230 IT Equipment - Battery Backup for Server | 204.52    | 204.52      |
| 1017 - AMERICAN WEAR, INC                 | PO 6462 UNIFORMS JULY 2020                       | 247.00    | 247.00      |
| 1019 - ARCHER                             | PO 6501 BOND COUNSEL - 08/20 BAN                 | 2,909.17  | 2,909.17    |
| 1034 - BORO PRINTING, INC                 | PO 6389 ENVELOPES                                | 135.00    | 135.00      |
| 1472 - BOROUGH OF EATONTOWN               | PO 5977 BRUSH DISPOSAL - JUNE 2020               | 465.50    | 465.50      |
| 1047 - CENTRAL JERSEY HEALTH INSURANC     | PO 6488 HEALTH/DENTAL INSURANCE SEPTEMBER 2020   | 73,646.00 | 73,646.00   |
| 1049 - CERTIFICATION UNIT - DLGS          | PO 6497 CMR Renewal - Phelps                     | 50.00     | 50.00       |
| 1052 - CHARLES SVENSON                    | PO 6530 Uniform Reimbursement for Svenson        | 460.36    | 460.36      |
| 1057 - COMCAST (MODEM @ 222 MONMOUTH)     | PO 6503 CALL FORWARDING 08/20-09/19              | 84.87     | 84.87       |
| 1060 - COMCAST BUSINESS COMMUNICATION     | PO 6502 BORO HALL INTERNET/PHONE 08/14-09/13     | 568.80    | 568.80      |
| 1680 - CULMAC INVESTORS INC               | PO 6018 REDEMPTION B55 L6 RESOLUTION #2020-160   | 31,660.84 | 31,660.84   |
| 1446 - DIRECT ENERGY BUSINES              | PO 6498 FIRST AID 07/16-08/12/20                 | 59.31     |             |
|                                           | PO 6499 433 MYRTLE AVE 07/15-08/12/20            | 2.47      | 61.78       |
| 1084 - DYNAMIC TESTING SERVICE LLC        | PO 6459 BREATH & URINE SCREENING - 07/21/2020    | 160.00    | 160.00      |
| 1114 - G&M TROPHY COMPANY                 | PO 5891 Engraving Services                       | 85.00     | 85.00       |
| 1126 - GLENCO SUPPLY INC                  | PO 6055 SIGN/POST - POCANO AVE                   | 870.00    | 870.00      |
| 1652 - GOLD TYPE BUSINESS MACHINE         | PO 6182 Install Radio's in new patrol vehicles   | 625.00    | 625.00      |
| 1128 - GOODYEAR AUTO SERVICE CENTER       | PO 6412 New Tires for Unit # 7                   | 656.00    | 656.00      |
| 1153 - JERSEY CENTRAL POWER & LIGHT       | PO 6474 200 000 956 009 7/02-08/01/20            | 1,029.15  |             |
|                                           | PO 6477 JCPL #015 - 07/01 to 7/30/2020           | 1,562.66  | 2,591.81    |
| 1185 - LAWES COAL CO INC                  | PO 6466 SCAG LAWN MOWER REPAIR                   | 616.03    | 616.03      |
| 1195 - MASER CONSULTING, P.A.             | PO 6514 JULY 2020 ENGINEERING                    | 5,250.00  |             |
|                                           | PO 6520 CDBG OLD WHARF HOUSING PARKING           | 732.50    | 5,982.50    |
| 1686 - MessageWatcher, LLC                | PO 6542 Email Archiving 2020                     | 250.00    | 250.00      |
| 1747 - MILTON ZARATE                      | PO 6535 REIMBURSE - BOOTS                        | 159.99    | 159.99      |
| 1220 - MONMOUTH COUNTY PUBLIC WORKS       | PO 6399 BAR CODES/OEM                            | 41.00     | 41.00       |
| 1538 - MONMOUTH COUNTY RECLAMATION CENTER | PO 5934 DISPOSAL OF STREET SWEEPINGS             | 6,066.47  |             |
|                                           | PO 5982 TIPPING FEES - BULK                      | 514.72    |             |
|                                           | PO 5989 BULK TIPPNG FEES                         | 170.78    | 6,751.97    |
| 1538 - MONMOUTH COUNTY RECLAMATION CENTER | PO 6179 BULK ITEM DISPOSAL                       | 639.25    |             |
|                                           | PO 6387 BULK PICK UP                             | 222.96    |             |
|                                           | PO 6416 BULKY WASTE                              | 549.55    | 1,411.76    |
| 1241 - NAPA AUTO PARTS (#15456)           | PO 6415 CHAINSAW OIL                             | 53.95     |             |
|                                           | PO 6489 BATTERY & HOSE TRUCK #131                | 143.08    | 197.03      |
| 1655 - NEW JERSEY FIRE EQUIPMENT          | PO 5971 FIRE EQUIPMENT/SUPPLIES                  | 798.44    |             |
|                                           | PO 5990 ADAPTER & BLIND CLIP                     | 357.00    | 1,155.44    |
| 1245 - NJ AMERICAN WATER CO               | PO 6481 WHARF COMMUNITY CENTER 07/11-08/12/2020  | 57.08     |             |
|                                           | PO 6482 OLD WHARF #2 07/11-08/12/2020            | 20.20     |             |
|                                           | PO 6483 LIBRARY 07/11-08/12/2020                 | 20.20     |             |
|                                           | PO 6484 433 MYRTLE AVE - 07/11-08/11/2020        | 181.41    |             |
|                                           | PO 6486 OLD WHARF #2 07/11-08/12/2020            | 1,107.07  | 1,385.96    |
| 1251 - NJ NATURAL GAS CO                  | PO 6504 433 PORT AU PECK 07/14-08/12/2020        | 37.12     |             |
|                                           | PO 6505 901 MURPHY 07/16-08/13/20                | 205.27    |             |
|                                           | PO 6506 2 PEMBERTON AVE 07/15-08/12/20           | 238.16    |             |
|                                           | PO 6507 900 MURPHY DRIVE 07/16-08/13/20          | 223.50    |             |
|                                           | PO 6508 282 HILDRETH 07/16-08/13/2020            | 259.08    |             |
|                                           | PO 6509 315 E. MAIN 07/15-08/12/20               | 38.10     |             |
|                                           | PO 6510 977 MURPHY - 07/16-08/13/2020            | 34.00     |             |
|                                           | PO 6512 LIBRARY 07/13-08/11/20                   | 34.00     | 1,069.23    |
| 1520 - PASHMAN STEIN WALDER HAYDEN, PC    | PO 6322 AFFORDABLE HOUSING COUNCIL JUNE 2020     | 343.10    |             |
|                                           | PO 6495 AFFORDABLE HOUSING COUNCIL JULY 2020     | 111.00    | 454.10      |
| 1275 - PITNEY BOWES GLOBAL FINANCIAL      | PO 6448 LEASE OF DIGITAL MAILING SYSTEM 06/30-09 | 423.99    | 423.99      |
| 1292 - R & J CONTROL INC.                 | PO 6434 MAINTENANCE AT 433 MYRTLE 07/21/2020     | 324.00    | 324.00      |
| 1301 - RELIANCE GRAPHICS INC              | PO 6437 PRINTING OF BALLOTS 2020                 | 1,910.00  | 1,910.00    |
| 1554 - RICHARD ARLT                       | PO 6540 REIMBURSE - BOOTS                        | 250.00    | 250.00      |
| 1315 - SEABOARD WELDING SUPPLY, INC.      | PO 6400 OXYGEN                                   | 20.75     | 20.75       |
| 1316 - SECURITY WORLD INC                 | PO 6447 MONITORING AT LIBRARY 03/01-02/28/2021   | 420.00    | 420.00      |
| 1490 - SELECT SECURITY                    | PO 6439 Contracted Alarm Service - Old Wharf     | 959.40    | 959.40      |
| 1500 - SHUPPER-BRICKLE EQUIPMENT CO       | PO 6465 ANNUAL INPSECTION                        | 688.00    | 688.00      |

Packet Pg. 7

## List of Bills - (All Funds)

6.2.a

| Vendor                                | Description                                      | Payment   | Check Total |
|---------------------------------------|--------------------------------------------------|-----------|-------------|
| 1433 - STATE OF NJ                    | PO 6541 BFCE REGISTRATION FEE                    | 382.00    | 382.00      |
| 1634 - TRAFFIC PLAN                   | PO 5755 Equipment for COVID response             | 1,228.00  | 1,228.00    |
| 1387 - VERIZON                        | PO 6478 BOROUGH HALL FIRE MONITORING - 08/08-09/ | 46.13     |             |
|                                       | PO 6479 LIBRARY PHONE 07/07-09/06/2020           | 256.79    |             |
|                                       | PO 6511 POLICE TELEPHONE/INTERNET 08/13-09/12    | 821.47    | 1,124.39    |
| 1692 - WATCHUNG SPRING WATER          | PO 6440 WATER SERVICE 08/04/2020                 | 55.71     | 55.71       |
| <b>Capital Fund</b>                   |                                                  |           |             |
| 1106 - FIORE PAVING COMPANY, INC      | PO 6476 2019 ROAD PROGRAM                        | 16,006.83 | 16,006.83   |
| 1138 - HALE TRAILER BRAKE & WHEEL INC | PO 6436 TRAILER 900 MURPHY DR - DPW AUGUST 2020  | 340.00    | 340.00      |
| 1195 - MASER CONSULTING, P.A.         | PO 6496 2019 ROAD PROGRAM - CONSTRUCTION OVERSIG | 1,088.75  |             |
|                                       | PO 6519 MAIN STREET CONSTRUCTION OVERSIGHT       | 17,806.25 |             |
|                                       | PO 6522 2020 ROAD PROGRAM                        | 53,956.28 | 72,851.28   |
| <b>OPEN SPACE TRUST</b>               |                                                  |           |             |
| 1042 - C&S ELECTRICAL CONTRACTOR, INC | PO 6414 TENNIS COURT LIGHTS - BBB                | 738.00    | 738.00      |
| 1310 - RYSER'S LANDSCAPE SUPPLY INC   | PO 6051 MULCH - OLD WHARF PARK                   | 240.00    | 240.00      |
| <b>UCC Trust</b>                      |                                                  |           |             |
| 1505 - COLORNET, LLC                  | PO 6377 CORRECTION NOTICES                       | 85.00     | 85.00       |
| <b>DEVELOPERS ESCROW TRUST</b>        |                                                  |           |             |
| 1720 - CGP&H                          | PO 6438 ADMINISTRATIVE AGENT FOR AFFORDABLE HOUS | 1,307.00  | 1,307.00    |
| 1195 - MASER CONSULTING, P.A.         | PO 124 60 SHORE ROAD - CO INSP - CATALOG # 7764  | 125.00    |             |
|                                       | PO 6032 PLOT PLAN REVIEW - B109, L7&8            | 125.00    |             |
|                                       | PO 6033 PLOT PLAN REVIEW - B74, L9               | 125.00    |             |
|                                       | PO 6270 PLOT PLAN REVIEW - B65.01, L1.09         | 125.00    |             |
|                                       | PO 6271 PLOT PLAN REVIEW - B93, L19              | 125.00    |             |
|                                       | PO 6272 PLOT PLAN REVIEW - B109 L 7&8            | 125.00    |             |
|                                       | PO 6516 PLOT PLAN REVIEW - CATALOG 7764520001    | 125.00    |             |
|                                       | PO 6517 PLOT PLAN REVIEW - CATALOG 7764520001    | 125.00    | 1,000.00    |
| 1200 - McMANIMON*SCOTLAND*BAUMANN LLC | PO 6422 KKF UNIVERSITY 05/31/2020                | 4,664.96  | 4,664.96    |
| TOTAL                                 |                                                  |           | 240,400.97  |

## Summary By Account

| ACCOUNT           | DESCRIPTION                    | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT     |
|-------------------|--------------------------------|------------|--------------|---------------|------------|
| 01-101-01-000-011 | CASH OPERATING                 |            |              | 0.00          | 137,101.43 |
| 01-113-04-000-026 | TAX SALE PREMIUMS              |            |              | 16,000.00     |            |
| 01-201-20-100-200 | ADMINISTRATIVE & EXECUTIVE OE  | 3,110.70   |              |               |            |
| 01-201-20-120-200 | MUNICIPAL CLERK OE             | 204.52     |              |               |            |
| 01-201-20-130-200 | FINANCIAL ADMINISTRATION OE    | 2,909.17   |              |               |            |
| 01-201-20-155-200 | LEGAL SERVICES OE              | 454.10     |              |               |            |
| 01-201-20-165-200 | BOROUGH ENGINEER OE            | 5,982.50   |              |               |            |
| 01-201-23-210-202 | HEALTH                         | 69,462.00  |              |               |            |
| 01-201-23-210-203 | DENTAL                         | 4,184.00   |              |               |            |
| 01-201-25-240-200 | POLICE OE                      | 1,741.36   |              |               |            |
| 01-201-25-260-200 | FIRST AID ORGANIZATION OE      | 762.97     |              |               |            |
| 01-201-25-265-200 | FIRE DEPARTMENT OE             | 1,155.44   |              |               |            |
| 01-201-26-300-200 | STREETS & ROADS OTHER EXPENSES | 890.75     |              |               |            |
| 01-201-26-300-271 | REPAIRS                        | 143.08     |              |               |            |
| 01-201-26-300-273 | SUPPLIES                       | 53.95      |              |               |            |
| 01-201-26-300-281 | UNIFORM RENTAL                 | 656.99     |              |               |            |
| 01-201-26-310-252 | REPAIRS & EQUIPMENT            | 3,389.43   |              |               |            |
| 01-201-31-430-201 | ELECTRICITY                    | 2,126.70   |              |               |            |
| 01-201-31-430-203 | TELEPHONE/INTERNET             | 1,778.06   |              |               |            |
| 01-201-31-430-204 | WATER/SEWER                    | 1,385.96   |              |               |            |
| 01-201-31-430-205 | NATURAL GAS                    | 833.54     |              |               |            |
| 01-201-31-430-207 | STREET LIGHTING                | 465.11     |              |               |            |
| 01-201-31-465-200 | SANITATION DUMPING FEES        | 2,097.26   |              |               |            |

Packet Pg. 8

6.2.a

| ACCOUNT           | DESCRIPTION                              | CURRENT YR        | APPROP. YEAR | NON-BUDGETARY    | CREDIT            |
|-------------------|------------------------------------------|-------------------|--------------|------------------|-------------------|
| 01-201-46-870-200 | COVID 19                                 | 1,653.00          |              |                  |                   |
| 01-214-55-000-003 | DUE 3RD PARTY LIEN HOLDERS               |                   |              | 15,660.84        |                   |
| <b>TOTALS FOR</b> | <b>Current Fund</b>                      | <b>105,440.59</b> | <b>0.00</b>  | <b>31,660.84</b> | <b>137,101.43</b> |
| 02-160-05-000-001 | DUE TO/FROM CURRENT FUND                 |                   |              | 0.00             | 6,066.47          |
| 02-213-40-700-025 | CLEAN COMMUNITIES                        |                   |              | 6,066.47         |                   |
| <b>TOTALS FOR</b> | <b>FEDERAL AND STATE GRANTS</b>          | <b>0.00</b>       | <b>0.00</b>  | <b>6,066.47</b>  | <b>6,066.47</b>   |
| 04-101-01-100-011 | CAPITAL CASH - TD                        |                   |              | 0.00             | 89,198.11         |
| 04-215-55-474-000 | MUNICIPAL COMPLEX ORD #970               |                   |              | 340.00           |                   |
| 04-215-55-988-A00 | ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA |                   |              | 17,806.25        |                   |
| 04-215-55-989-A00 | 2019 #1001 VARIOUS ROAD/DRAINAGE         |                   |              | 17,095.58        |                   |
| 04-215-55-990-A00 | 2020 ROAD PROGRAM - ORD #1026            |                   |              | 53,956.28        |                   |
| <b>TOTALS FOR</b> | <b>Capital Fund</b>                      | <b>0.00</b>       | <b>0.00</b>  | <b>89,198.11</b> | <b>89,198.11</b>  |
| 06-101-01-100-011 | OPEN SPACE CASH - TD                     |                   |              | 0.00             | 978.00            |
| 06-270-00-500-020 | RESERVE FOR OPEN SPACE                   |                   |              | 978.00           |                   |
| <b>TOTALS FOR</b> | <b>OPEN SPACE TRUST</b>                  | <b>0.00</b>       | <b>0.00</b>  | <b>978.00</b>    | <b>978.00</b>     |
| 18-101-01-100-101 | CASH UCC TRUST                           |                   |              | 0.00             | 85.00             |
| 18-270-55-600     | RESERVE FOR UCC TRUST                    |                   |              | 85.00            |                   |
| <b>TOTALS FOR</b> | <b>UCC Trust</b>                         | <b>0.00</b>       | <b>0.00</b>  | <b>85.00</b>     | <b>85.00</b>      |
| 61-101-01-100-101 | CASH-DEV.ESCROW/TD                       |                   |              | 0.00             | 6,971.96          |
| 61-270-55-600-205 | RES.FOR DEV.ESCROW                       |                   |              | 6,971.96         |                   |
| <b>TOTALS FOR</b> | <b>DEVELOPERS ESCROW TRUST</b>           | <b>0.00</b>       | <b>0.00</b>  | <b>6,971.96</b>  | <b>6,971.96</b>   |

|                                                        |            |
|--------------------------------------------------------|------------|
| Total to be paid from Fund 01 Current Fund             | 137,101.43 |
| Total to be paid from Fund 02 FEDERAL AND STATE GRANTS | 6,066.47   |
| Total to be paid from Fund 04 Capital Fund             | 89,198.11  |
| Total to be paid from Fund 06 OPEN SPACE TRUST         | 978.00     |
| Total to be paid from Fund 18 UCC Trust                | 85.00      |
| Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST  | 6,971.96   |
|                                                        | -----      |
|                                                        | 240,400.97 |

6.2.a

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

From 08/01/2020 to 08/31/2020 With a Line Amount > 10000.00

| DATE      | ENTRY # | PO# | CHECK # | ACCOUNT                                | VENDOR/EXPLANATION                                                     | DEBIT                  | CREDIT    | ACCOUNT           |
|-----------|---------|-----|---------|----------------------------------------|------------------------------------------------------------------------|------------------------|-----------|-------------------|
| 8/25/2020 | 6519    |     |         | 04-215-55-988-A08                      | ENGINEERING SERVICES<br>MASER CONSULTING, P.A.                         | 17,806.25              | 17,806.25 | 04-101-01-100-011 |
| 8/25/2020 | 6522    |     |         | 04-215-55-990-A01                      | MASER CONSULTING, P.A.                                                 | 53,956.28              | 53,956.28 | 04-101-01-100-011 |
| 8/26/2020 | 6488    |     |         | 01-201-23-210-202<br>01-201-23-210-203 | HEALTH<br>DENTAL<br>CENTRAL JERSEY HEALTH INSURANC                     | 69,462.00<br>4,184.00  | 73,646.00 | 01-101-01-000-011 |
| 8/26/2020 | 6018    |     |         | 01-214-55-000-003<br>01-113-04-000-026 | DUE 3RD PARTY LIEN HOLDER<br>PREMIUM L19-00003<br>CULMAC INVESTORS INC | 15,660.84<br>16,000.00 | 31,660.84 | 01-101-01-000-011 |
| 8/26/2020 | 6476    |     |         | 04-215-55-989-A06                      | FINAL PAYMENT<br>FIORE PAVING COMPANY, INC                             | 16,006.83              | 16,006.83 | 04-101-01-100-011 |

## AUGUST SUMMARY BY ACCOUNT:

| ACCOUNT                    | ACCOUNT DESCRIPTION            | APR RESERVE | CURRENT   | NON-BUDGETARY | PENDING CR |
|----------------------------|--------------------------------|-------------|-----------|---------------|------------|
| 01-101-01-000-011          | CASH OPERATING                 |             |           |               | 105,306.84 |
| 04-101-01-100-011          | CAPITAL CASH - TD              |             |           |               | 87,769.36  |
| 01-113-04-000-026          | TAX SALE PREMIUMS              |             |           | 16,000.00     |            |
| 01-201-23-210-202          | HEALTH                         |             | 69,462.00 |               |            |
| 01-201-23-210-203          | DENTAL                         |             | 4,184.00  |               |            |
| 01-214-55-000-003          | DUE 3RD PARTY LIEN HOLDERS     |             |           | 15,660.84     |            |
| 04-215-55-988-A08          | JOINT ROAD PROGRAM MAIN STREET |             |           | 17,806.25     |            |
| 04-215-55-989-A06          | HEDGE DRIVE                    |             |           | 16,006.83     |            |
| 04-215-55-990-A01          | 2020 ROAD PROGRAM              |             |           | 53,956.28     |            |
| AUGUST TOTALS (FOR RANGE): |                                |             | 73,646.00 | 119,430.20    | 193,076.20 |
|                            |                                |             | =====     | =====         | =====      |

## SUMMARY BY ACCOUNT FOR RANGE:

| ACCOUNT             | ACCOUNT DESCRIPTION            | APR RESERVE | CURRENT   | NON-BUDGETARY | DISBURSED  |
|---------------------|--------------------------------|-------------|-----------|---------------|------------|
| 01-101-01-000-011   | CASH OPERATING                 |             |           |               | 105,306.84 |
| 04-101-01-100-011   | CAPITAL CASH - TD              |             |           |               | 87,769.36  |
| 01-113-04-000-026   | TAX SALE PREMIUMS              |             |           | 16,000.00     |            |
| 01-201-23-210-202   | HEALTH                         |             | 69,462.00 |               |            |
| 01-201-23-210-203   | DENTAL                         |             | 4,184.00  |               |            |
| 01-214-55-000-003   | DUE 3RD PARTY LIEN HOLDERS     |             |           | 15,660.84     |            |
| 04-215-55-988-A08   | JOINT ROAD PROGRAM MAIN STREET |             |           | 17,806.25     |            |
| 04-215-55-989-A06   | HEDGE DRIVE                    |             |           | 16,006.83     |            |
| 04-215-55-990-A01   | 2020 ROAD PROGRAM              |             |           | 53,956.28     |            |
| TOTALS (FOR RANGE): |                                |             | 73,646.00 | 119,430.20    | 193,076.20 |
|                     |                                |             | =====     | =====         | =====      |

**RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT BETWEEN  
THE BOROUGH OF RUMSON AND THE BOROUGH OF OCEANPORT FOR  
THE USE OF COURTROOM FACILITIES**

**Resolution**

**WHEREAS**, the Borough of Rumson is a municipal corporation having offices at 80 East River Road, in the Borough of Rumson, Monmouth County, New Jersey; and

**WHEREAS**, the Borough of Oceanport is a municipal corporation having its principal offices located at 315 East Main Street, Oceanport, New Jersey, 07757

**WHEREAS**, through an existing Shared Services Agreement between the Borough of Oceanport and the Borough of Sea Bright, the Borough of Oceanport provides for the operation and space for the Sea Bright Municipal Court Operation; and

**WHEREAS**, the Borough of Rumson and the Borough of Oceanport are desirous of entering into a Shared Services Agreement effective May 18, 2020 for the Borough of Sea Bright's Municipal Court's use of the Borough of Rumson's Courtroom Facilities; and

**WHEREAS**, the services outlined hereinafter have been agreed upon and cover court sessions for the Borough of Sea Bright to be provided by the Oceanport Municipal Court; and

**WHEREAS**, the Borough of Rumson will not be responsible for the Borough of Sea Bright's Judge, Prosecutor, Public Defender, Court Assistance, Arrest, Processing, and Release of Prisoners; and

**WHEREAS**, it is in the best interest of the Borough of Rumson and the Borough of Oceanport to enter into this Shared Services Agreement;

**NOW THEREFORE, IT IS HEREBY AGREED** on this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between **THE BOROUGH OF OCEANPORT** in the County of Monmouth, State of New Jersey with their principal offices located at 315 East Main Street, Oceanport, New Jersey, 07757 and **THE BOROUGH OF RUMSON** in the County of Monmouth, State of New Jersey with principal offices located at 80 East River Road, Rumson, New Jersey, 07760, that the Services Agreement for Shared Services of the Borough of Rumson's Municipal Court is as follows:

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

1. Beginning September 1 through December 31, 2020 the costs for all of the above-mentioned services will be \$1,000.00 per month. The Borough of Oceanport will be responsible for any extraordinary cost (damage to equipment or electronics, anything outside of ordinary cleaning services) that is not included in this agreement.
2. This agreement is specific to virtual/remote court proceedings. If, for any reason during the duration of this agreement, the Borough of Oceanport wishes to resume in person Sea Bright court services, this agreement shall become null and void.
3. This agreement expires December 31, 2020. Even so, the Borough of Oceanport may terminate this agreement, for breach or any other good cause shown including completion of the Borough of Oceanport's permanent facilities prior to the expiration of this agreement upon thirty (30) days written notice. The Borough of Rumson may terminate this agreement, for breach or any other

cause shown, upon thirty (30) days written notice.

4. Rumson shall be and is responsible for the physical maintenance of its municipal building/courtroom and shall be responsible for any claims concerning physical defects in the facility causing injury arising from persons attending Sea Bright Municipal Court proceedings. Rumson shall defend, hold harmless and indemnify Oceanport, its officers, employees and agents from any such claims and losses arising out of or in connection with the providing of then facilities/services by Rumson to Oceanport pursuant to this Agreement. Oceanport shall notify Rumson if any event occurs which requires or may require defense and/or indemnification. Rumson shall defend Oceanport against any claim or proceeding, which may be brought against Oceanport with respect to the foregoing or in which they may be implicated.

5. Except as outlined in Paragraph 4, above. Oceanport shall remain responsible for any and all other liabilities or claims arising from its Court proceedings or persons attending Sea Bright Municipal Court proceedings. Oceanport shall defend, hold harmless and indemnify Rumson, its officers, employees and agents from any and all claims and losses of whatever nature or type arising out of or in connection with the providing of the services by Rumson to Oceanport and its residents pursuant to this Agreement.

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

7. This Agreement represents the entire agreement between the Municipalities and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all the Municipalities hereto.

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

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

10. This Agreement may not be changed orally, and may be modified or amended only by a written agreement signed by both Municipalities.

**IN WITNESS WHEREOF** on the seals and date below written:

**ATTEST:**

**BOROUGH OF RUMSON**

\_\_\_\_\_  
THOMAS S. ROGERS  
Municipal Clerk

\_\_\_\_\_  
JOSEPH K. HEMPHILL  
Mayor

**BOROUGH OF OCEANPORT**

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JEANNE SMITH  
Municipal Clerk

---

JOHN F. COFFEY, II  
Mayor

**RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT BETWEEN  
THE BOROUGH OF OCEANPORT AND THE BOROUGH OF LITTLE SILVER  
FOR THE USE OF COURTROOM FACILITIES**

**Resolution**

**WHEREAS**, the Borough of Little Silver is a municipal corporation having offices at 480 Prospect Avenue, in the Borough of Little Silver, Monmouth County, New Jersey; and

**WHEREAS**, the Borough of Oceanport is a municipal corporation having its principal offices located at 315 East Main Street, Oceanport, New Jersey, 07757

**WHEREAS**, through an existing Shared Services Agreement between the Borough of Oceanport and the Borough of Sea Bright, the Borough of Oceanport provides for the operation and space for the Sea Bright Municipal Court Operation; and

**WHEREAS**, the Borough of and the Borough of Oceanport are desirous of entering into a Shared Services Agreement effective September 1, 2020 for the Borough of Oceanport's Municipal Court's use of the Borough of Little Silver's Courtroom Facilities; and

**WHEREAS**, the services outlined hereinafter have been agreed upon and cover court sessions for the Borough of Oceanport to be provided by the Oceanport Municipal Court; and

**WHEREAS**, the Borough of Little Silver will not be responsible for the Borough of Oceanport's Judge, Prosecutor, Public Defender, Court Assistance, Arrest, Processing, and Release of Prisoners; and

**WHEREAS**, it is in the best interest of the Borough of Little Silver and the Borough of Oceanport to enter into this Shared Services Agreement;

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Council that the Mayor and Borough Clerk are hereby authorized to execute the Shared Services Agreement attached hereto

**SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF LITTLE SILVER AND THE BOROUGH OF OCEANPORT FOR THE USE OF COURTROOM FACILITIES**

**WHEREAS**, the Borough of Little Silver is a municipal corporation having its principal offices at 480 Prospect Avenue, in the Borough of Little Silver, Monmouth County, New Jersey; and

**WHEREAS**, the Borough of Oceanport is a municipal corporation having its principal offices located at 315 East Main Street, in the Borough of Oceanport, Monmouth County, New Jersey; and

**WHEREAS**, the Borough of Little Silver and the Borough of Oceanport are desirous of entering into a Shared Services Agreement effective September 1, 2020 for the Borough of Oceanport's Municipal Court's use of the Borough of Little Silver's Courtroom Facilities; and

**WHEREAS**, the services outlined hereinafter have been agreed upon and cover court sessions for the Borough of Oceanport; and

**WHEREAS**, the Borough of Little Silver will not be responsible for the Borough of Oceanport's Judge, Prosecutor, Public Defender, Court Assistance, Arrest, Processing, and Release of Prisoners; and

**WHEREAS**; it is in the best interest of the Borough of Little Silver and the Borough of Oceanport to enter into this Shared Services Agreement;

**NOW THEREFORE, IT IS HEREBY AGREED** on this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between **THE BOROUGH OF OCEANPORT** in the County of Monmouth, State of New Jersey with their principal offices located at 315 East Main Street, Oceanport, New Jersey, 07757 and **THE BOROUGH OF LITTLE SILVER** in the County of Monmouth, State of New Jersey with principal offices located at 480 Prospect Avenue, Little Silver, New Jersey, 07739, that the Shared Services Agreement for use of the Borough of Little Silver's Municipal Court is as follows:

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

1. Beginning September 1 through December 31, 2020 the costs for the use of the Borough of Little Silver's Municipal Courtroom Facilities will be \$1,000.00 per month. The Borough of Oceanport will be responsible for any extraordinary cost (damage to equipment or electronics, anything outside of ordinary cleaning services, etc.) that is not included in this agreement.

2. This agreement is specific to virtual/remote court proceedings. If, for any reason during the duration of this agreement, the Borough of Oceanport wishes to resume in person court services, this agreement shall become null and void.

3. This agreement expires December 31, 2020. Even so, the Borough of Oceanport may terminate this agreement for breach or any other good cause shown including completion of the Borough of Oceanport's permanent facilities prior to the expiration of this agreement upon thirty (30) days written notice. The Borough of Little Silver may terminate this agreement for breach or any other cause shown, upon thirty (30) days written notice.

4. The Borough of Little Silver shall be and is responsible for the physical maintenance of its municipal building/courtroom facilities and shall be responsible for any claims concerning physical defects in the facility causing injury arising from persons attending the Borough of Oceanport Municipal Court proceedings. The Borough of Little Silver shall defend, hold harmless and indemnify the Borough of Oceanport, its officers, employees and agents from any such claims and losses arising out of or in connection with alleged physical defects in the facility, the use of which by the Borough of Oceanport is pursuant to this Agreement. The Borough of Oceanport shall notify the Borough of Little Silver if any event occurs which requires or may require defense and/or indemnification.

5. Except as outlined in Paragraph 4 above, The Borough of Oceanport shall remain responsible for any and all other liabilities or claims arising from its Court proceedings or persons attending Oceanport Municipal Court proceedings. The Borough of Oceanport shall defend, hold harmless and indemnify the Borough of Little Silver, its officers, employees and agents from any and all claims and losses of whatever nature or type arising out of or in connection with the providing of the services by the Borough of Little Silver to the Borough of Oceanport and its residents pursuant to this Agreement.

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

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

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

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

**The next page is the signature page**

**IN WITNESS WHEREOF** on the seals and date below written:

**ATTEST:**

**BOROUGH OF LITTLE SILVER**

---

KIMBERLY JUNGFER  
Municipal Clerk

---

ROBERT C. NEFF, JR.  
Mayor

**BOROUGH OF OCEANPORT**

---

JEANNE SMITH  
Municipal Clerk

---

JOHN F. COFFEY, II  
Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING AN ADJUSTMENT IN THE COMPENSATION FOR ARLENE  
WELCH IN ACCORDANCE WITH THE NEW JERSEY MINIMUM WAGE ACT**

**Resolution**

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

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

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

**WHEREAS**, the Governing Body fixed the rate of compensation for the calendar year 2019 pursuant with Resolution #2019-176 adopted August 15, 2019; and

**WHEREAS**, the State of New Jersey's Minimum Wage rate was adjusted on January 1, 2019 and again on July 1, 2019. These adjustments were not reflected in the above referenced resolution.

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Oceanport hereby authorizes the Chief Financial Officer to amend the compensation for the following title and hourly wage effective January 1, 2019 and July 1, 2019 respectively.

Section 6. Recreation and Education

|                         |              |             |
|-------------------------|--------------|-------------|
| Library Aide (01/01/19) | Arlene Welch | \$ 8.85/hr. |
| Library Aide (07/01/19) | Arlene Welch | \$10.00/hr. |

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

**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 a two (2) utility vehicles and funds have been appropriated in the 2020 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) 2020 Ford Utility Interceptor Vehicles for a total cost of \$91,154.00; and

**WHEREAS**, the recommendation is to purchase two (2) 2020 Ford Utility Interceptor Vehicles with emergency equipment Winner Ford, 250 Haddonfield-Berlin Rd, Cherry Hill, NJ 08034 which is available through NJ State Contract #88728 for a total amount not to exceed \$91,154.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council that the purchase of two (2) 2020 Ford Utility Interceptor Vehicles with emergency equipment for a total price of \$91,154.00 from Winner Ford, 250 Haddonfield-Berlin Rd, Cherry Hill, NJ 08034 pursuant with NJ State Contract #88728 is hereby authorized.

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

**CERTIFICATION OF FUNDS**

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in Account #01-201-25-240-300 in the amount of \$88,000.00 and in account #01-201-25-240-201 in the amount of \$3,154.00 for the stated purpose.



Catherine D. LaPorta, CFO



**Linda Hoffman**  
**856-214-0759 Phone**  
**856-488-1915 Fax**  
[lhoffman@winnerford.com](mailto:lhoffman@winnerford.com)  
**N.J. Contract # 88728**

**2020 Ford Utility Interceptor Base Vehicle 30344.00**

- **99B** 3.3L V6 Engine
- **44U** 10 Speed Auto Transmission
- Heavy Duty Rubber Floor
- Cloth Front Bucket/Vinyl Rear Seat
- Power Windows/Locks/Mirrors
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Rear Window Defroster
- Headlamps Prep Pkg.
- SYNC
- Ford Telematics, includes Modem & 2 Year Trial Subscription
- **43D** Courtesy Lamps Disable
- **60R** Radio Noise Suppression
- **59B** Keyed Alike
- **68G** Rear Door Locks & Windows Inoperative
- **87R** Back up Camera Rearview Mirror Display
- **17T** Cargo Area Red/Clear Dome 5"
- **86T** Tail Light Prep Pkg.
- **51T** Drivers Side LED Spotlight
- **549** Power Heated Mirrors
- **18D** Global lock/unlock feature
- **60A** Pre-Wiring for grille LED lights, siren and speaker
- EAI53 80 Amp Power Source
- Skid Plate

**Total 32307.00**



**Linda Hoffman**  
**856-214-0759 Phone**  
**856-488-1915 Fax**  
[lhoffman@winnerford.com](mailto:lhoffman@winnerford.com)

**Emergency Equipment** **13270.00**

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

**COMPLETE COST OF 1 VEHICLE: 45577.00**  
**COMPLETE COST OF 2 VEHICLES: 91154.00**

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING THE PURCHASE OF EQUIPMENT FROM MOTOROLA  
SOLUTIONS, INC. FOR RADIO EQUIPMENT THROUGH STATE CONTRACT  
FOR THE OCEANPORT FIRE DEPARTMENT**

**Resolution**

**WHEREAS**, the Oceanport Fire Department has need to purchase (38) thirty-eight portable radios, (8) mobile radios and the necessary installation equipment and funds have been appropriated in the 2020 Operating & Capital Budgets for the purchase of said equipment for use by the Fire 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 where the municipality has a Qualified Purchasing Agent, and when the cost or price does not exceed \$40,000.00 or the procurement is made through a State contract; and

**WHEREAS**, Motorola Solutions, Inc., also d/b/a as Wireless Communications & Electronics, has submitted a quote dated May 28, 2020 for the provision (38) thirty-eight portable radios, (8) mobile radios and the necessary installation equipment for a total cost of \$310,000.00; and

**WHEREAS**, the recommendation is to purchase (38) thirty-eight portable radios, (8) mobile radios and the necessary installation equipment from Motorola Solutions, Inc., also d/b/a as Wireless Communications & Electronics, 153 Cooper Road, Berlin, NJ 08091 which is available through State Contract #83909 for a total amount not to exceed \$310,000.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council that the purchase of (38) thirty-eight portable radios, (8) mobile radios and the necessary installation equipment for a total price of \$310,000.00 from Motorola Solutions, Inc., also d/b/a as Wireless Communications & Electronics, State Contract #83909 is hereby authorized.

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

**CERTIFICATION OF FUNDS**

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in Account #04-215-55-990-B01 in the amount of \$310,000.00 for the stated purpose.



Catherine D. LaPorta, CFO



QUOTEE DATE: May 28, 2020

Quote #: Q51720-MR-0112-02 Rev 1  
ITEM: Oceanport

State of New Jersey Contract

## RADIO COMMUNICATIONS EQUIPMENT &amp; ACCESSORIES

## Motorola Proposal- State of New Jersey Contract #83909

PLEASE MAKE PURCHASE ORDER OUT TO:  
NEW JERSEY CONTRACT #83909

VENDOR:

**MOTOROLA SOLUTIONS, INC.****C/O WIRELESS C&E****153 Cooper Rd.****West Berlin, NJ 08091**

Attn: Bob Resetar

E-MAIL: bresetar@wirelessce.com

Tel# 609-203-1053

Ofc:732-926-1000x400

|                                                    |                                                     |                                                                 |                                                              |
|----------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------------|--------------------------------------------------------------|
| Bill To<br>Borough of Oceanport<br>Fire Department | SHIP To:<br>Borough of Oceanport<br>Fire Department | Ultimate Destination<br>Borough of Oceanport<br>Fire Department | Quote Provided To<br>Borough of Oceanport<br>Fire Department |
|                                                    |                                                     |                                                                 | Dave Covert<br>dcovert1127@gmail.com                         |

| Line Number                                                   | Commodity Code | Model Number | Description                             | Qty | List Unit Price | List Extended Price | T-0109 Disc. % | T-0109 Discount Unit Price | T-0109 Extended Total |
|---------------------------------------------------------------|----------------|--------------|-----------------------------------------|-----|-----------------|---------------------|----------------|----------------------------|-----------------------|
| <b>APX 8500 Mobile Front Single Head (Fire Trucks)</b>        |                |              |                                         |     |                 |                     |                |                            |                       |
| 00003                                                         | 726-88-085633  | M37TSS9PW1 N | APX8500 All Band Mid Power              | 3   | \$ 4,770.00     | \$ 14,310.00        | 25%            | \$ 3,577.50                | \$ 10,732.50          |
| 00003                                                         | 726-88-085633  | G806         | ENH: ASTRO DIGITAL CAI OP APX           | 3   | \$ 515.00       | \$ 1,545.00         | 25%            | \$ 386.25                  | \$ 1,158.75           |
| 00003                                                         | 726-88-085633  | G51          | ENH: SMARTZONE OPERATION APX            | 3   | \$ 1,500.00     | \$ 4,500.00         | 25%            | \$ 1,125.00                | \$ 3,375.00           |
| 00003                                                         | 726-88-085633  | G361         | ADD: P25 9600 BAUD TRUNKING             | 3   | \$ 300.00       | \$ 900.00           | 25%            | \$ 225.00                  | \$ 675.00             |
| 00003                                                         | 726-88-085633  | G67          | Remote Mount                            | 3   | \$ 297.00       | \$ 891.00           | 25%            | \$ 222.75                  | \$ 668.25             |
| 00003                                                         | 726-88-085633  | GA00580      | ADD: TDMA OPERATION                     | 3   | \$ 450.00       | \$ 1,350.00         | 25%            | \$ 337.50                  | \$ 1,012.50           |
| 00003                                                         | 726-88-085633  | GA01513      | ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)  | 3   | \$ 95.00        | \$ 285.00           | 25%            | \$ 71.25                   | \$ 213.75             |
| 00003                                                         | 726-88-085633  | G996         | ADD: PROGRAMMING OVER P25 (OTAP)        | 3   | \$ 100.00       | \$ 300.00           | 25%            | \$ 75.00                   | \$ 225.00             |
| 00003                                                         | 726-88-085633  | W22          | ADD: PALM MICROPHONE                    | 3   | \$ 72.00        | \$ 216.00           | 25%            | \$ 54.00                   | \$ 162.00             |
| 00003                                                         | 726-88-085633  | B18          | ADD: SPKR 15W WATER RESISTANT           | 3   | \$ 60.00        | \$ 180.00           | 25%            | \$ 45.00                   | \$ 135.00             |
| 00003                                                         | 726-88-085633  | QA01648      | ADD: ADVANCED SYSTEM KEY - HARDWARE KEY | 3   | \$ 5.00         | \$ 15.00            | 25%            | \$ 3.75                    | \$ 11.25              |
| 00003                                                         | 726-88-085633  | QA05509      | DEL UHF                                 | 3   | \$ (800.00)     | \$ (2,400.00)       | 25%            | \$ (600.00)                | \$ (1,800.00)         |
| 00003                                                         | 726-88-085633  | G610         | ADD: REMOTE MOUNT CBL 30 FEET           | 3   | \$ 25.00        | \$ 75.00            | 25%            | \$ 18.75                   | \$ 56.25              |
| 00028                                                         | 920-46-085647  | GA00318      | ADD: 5Y ESSENTIAL SERVICE               | 3   | \$ 319.00       | \$ 957.00           | 25%            | \$ 319.00                  | \$ 957.00             |
| <b>Sub Total</b>                                              |                |              |                                         |     |                 |                     |                |                            | <b>\$ 17,582.25</b>   |
| <b>APX 8500 Mobile Front and Rear Dual Head (Fire Trucks)</b> |                |              |                                         |     |                 |                     |                |                            |                       |
| 00003                                                         | 726-88-085633  | M37TSS9PW1 N | APX8500 All Band Mid Power              | 5   | \$ 4,770.00     | \$ 23,850.00        | 25%            | \$ 3,577.50                | \$ 17,887.50          |
| 00003                                                         | 726-88-085633  | G806         | ENH: ASTRO DIGITAL CAI OP APX           | 5   | \$ 515.00       | \$ 2,575.00         | 25%            | \$ 386.25                  | \$ 1,931.25           |
| 00003                                                         | 726-88-085633  | G51          | ENH: SMARTZONE OPERATION APX            | 5   | \$ 1,500.00     | \$ 7,500.00         | 25%            | \$ 1,125.00                | \$ 5,625.00           |
| 00003                                                         | 726-88-085633  | G361         | ADD: P25 9600 BAUD TRUNKING             | 5   | \$ 300.00       | \$ 1,500.00         | 25%            | \$ 225.00                  | \$ 1,125.00           |
| 00003                                                         | 726-88-085633  | GA00580      | ADD: TDMA OPERATION                     | 5   | \$ 450.00       | \$ 2,250.00         | 25%            | \$ 337.50                  | \$ 1,687.50           |
| 00003                                                         | 726-88-085633  | GA01513      | ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)  | 4   | \$ 95.00        | \$ 380.00           | 25%            | \$ 71.25                   | \$ 285.00             |
| 00003                                                         | 726-88-085633  | G996         | ADD: PROGRAMMING OVER P25 (OTAP)        | 5   | \$ 100.00       | \$ 500.00           | 25%            | \$ 75.00                   | \$ 375.00             |
| 00003                                                         | 726-88-085633  | G67          | ADD: REMOTE MOUNT MID POWER             | 5   | \$ 297.00       | \$ 1,485.00         | 25%            | \$ 222.75                  | \$ 1,113.75           |
| 00003                                                         | 726-88-085633  | W22          | ADD: PALM MICROPHONE                    | 10  | \$ 72.00        | \$ 720.00           | 25%            | \$ 54.00                   | \$ 540.00             |
| 00003                                                         | 726-88-085633  | B18          | ADD: SPKR 15W WATER RESISTANT           | 10  | \$ 60.00        | \$ 600.00           | 25%            | \$ 45.00                   | \$ 450.00             |
| 00003                                                         | 726-88-085633  | QA01648      | ADD: ADVANCED SYSTEM KEY - HARDWARE KEY | 5   | \$ 5.00         | \$ 25.00            | 25%            | \$ 3.75                    | \$ 18.75              |
| 00003                                                         | 726-88-085633  | GA00092      | DUAL CONTROL                            | 5   | \$ 570.00       | \$ 2,850.00         | 25%            | \$ 427.50                  | \$ 2,137.50           |
| 00003                                                         | 726-88-085633  | QA05509      | DEL UHF                                 | 5   | \$ (800.00)     | \$ (4,000.00)       | 25%            | \$ (600.00)                | \$ (3,000.00)         |
| 00003                                                         | 726-88-085633  | G610         | ADD: REMOTE MOUNT CBL 30 FEET           | 5   | \$ 25.00        | \$ 125.00           | 25%            | \$ 18.75                   | \$ 93.75              |
| 00003                                                         | 726-88-085633  | G609         | ADD: REMOTE MOUNT CBL 50 FEET           | 5   | \$ 35.00        | \$ 175.00           | 25%            | \$ 26.25                   | \$ 131.25             |
| 00028                                                         | 920-46-085647  | GA00318      | ADD: 5Y ESSENTIAL SERVICE               | 5   | \$ 319.00       | \$ 1,595.00         | 25%            | \$ 319.00                  | \$ 1,595.00           |
| <b>Sub Total</b>                                              |                |              |                                         |     |                 |                     |                |                            | <b>\$ 31,996.25</b>   |
| <b>APX 8000XE ALL BAND PORTABLE MODEL 2.5 All Band</b>        |                |              |                                         |     |                 |                     |                |                            |                       |
| 00002                                                         | 726-88-085633  | H91TGD9PW6 N | APX 8000 ALL BAND PORTABLE MODEL 2.5    | 38  | \$ 5,659.00     | \$ 215,042.00       | 25%            | \$ 4,244.25                | \$ 161,281.50         |
| 00002                                                         | 726-88-085633  | Q806         | DD: ASTRO DIGITAL CAI OPERATION         | 38  | \$ 515.00       | \$ 19,570.00        | 25%            | \$ 386.25                  | \$ 14,677.50          |
| 00002                                                         | 726-88-085633  | H38          | ADD: SMARTZONE OPERATION                | 38  | \$ 1,500.00     | \$ 57,000.00        | 25%            | \$ 1,125.00                | \$ 42,750.00          |
| 00002                                                         | 726-88-085633  | G201         | ADD:IMPACT GREEN COLOR HOUSING (O2)     | 38  | \$ 25.00        | \$ 950.00           | 25%            | \$ 18.75                   | \$ 712.50             |
| 00002                                                         | 726-88-085633  | G361         | ADD: P25 9600 BAUD TRUNKING             | 38  | \$ 300.00       | \$ 11,400.00        | 25%            | \$ 225.00                  | \$ 8,550.00           |
| 00002                                                         | 726-88-085633  | QA01843      | ADD: MANDOWN OPERATION                  | 38  | \$ 150.00       | \$ 5,700.00         | 25%            | \$ 112.50                  | \$ 4,275.00           |
| 00002                                                         | 726-88-085633  | Q445         | ADD: APX Personnel Accountability       | 38  | \$ 150.00       | \$ 5,700.00         | 25%            | \$ 112.50                  | \$ 4,275.00           |
| 00002                                                         | 726-88-085633  | QA00580      | ADD: TDMA OPERATION                     | 38  | \$ 450.00       | \$ 17,100.00        | 25%            | \$ 337.50                  | \$ 12,825.00          |
| 00002                                                         | 726-88-085633  | G996         | ADD: PROGRAMMING OVER P25 (OTAP)        | 38  | \$ 100.00       | \$ 3,800.00         | 25%            | \$ 75.00                   | \$ 2,850.00           |
| 00003                                                         | 726-88-085633  | QA05509      | DEL UHF                                 | 38  | \$ (800.00)     | \$ (30,400.00)      | 25%            | \$ (600.00)                | \$ (22,800.00)        |
| 00002                                                         | 726-88-085633  | QA01648      | ADD: ADVANCED SYSTEM KEY - HARDWARE KEY | 38  | \$ 5.00         | \$ 190.00           | 25%            | \$ 3.75                    | \$ 142.50             |
| 00002                                                         | 726-88-085633  | QA02006      | ENH: APX8000XE RUGGED RADIO             | 38  | \$ 800.00       | \$ 30,400.00        | 25%            | \$ 600.00                  | \$ 22,800.00          |
| 00028                                                         | 920-46-085647  | HA00025AH    | ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE     | 38  | \$ 437.00       | \$ 16,606.00        | 0%             | \$ 437.00                  | \$ 16,606.00          |
| <b>Sub Total</b>                                              |                |              |                                         |     |                 |                     |                |                            | <b>\$ 268,945.00</b>  |
| <b>Installation and Programming of Subscribers</b>            |                |              |                                         |     |                 |                     |                |                            |                       |
| 00025                                                         | 920-37-085644  | SVC03SVC0124 | Special Clips and Antenna 2 Shark Fins  | 1   | \$ 1,500.00     | \$ 1,500.00         | 0%             | \$ 1,500.00                | \$ 1,500.00           |
| 00025                                                         | 920-37-085644  | SVC03SVC0124 | Installation of Mobile Radios           | 8   | \$ 1,000.00     | \$ 8,000.00         | 0%             | \$ 1,000.00                | \$ 8,000.00           |



QUTOE DATE: May 28, 2020

Quote #: Q51720-MR-0112-02 Rev 1  
ITEM: Oceanport

State of New Jersey Contract

## RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES

**Motorola Proposal- State of New Jersey Contract #83909**

**PLEASE MAKE PURCHASE ORDER OUT TO:  
NEW JERSEY COTRACT #83909**

**VENDOR:**

**MOTOROLA SOLUTIONS, INC.**

**C/O WIRELESS C&E**

**153 Cooper Rd.  
West Berlin, NJ 08091**

Attn: Bob Resetar  
E-MAIL: bresetar@wirelessce.com  
Tel# 609-203-1053  
Ofc:732-926-1000x400

Bill To  
Borough of Oceanport  
Fire Department

SHIP To:  
Borough of Oceanport  
Fire Department

Ultimate Destination  
Borough of Oceanport  
Fire Department

Quote Provided To  
Borough of Oceanport  
Fire Department

Dave Covert  
dcovert1127@gmail.com

| Line Number     | Commodity Code     | Model Number         | Description                                                                     | Qty | List Unit Price | List Extended Price | T-0109 Disc. %           | T-0109 Discount Unit Price | T-0109 Extended Total |
|-----------------|--------------------|----------------------|---------------------------------------------------------------------------------|-----|-----------------|---------------------|--------------------------|----------------------------|-----------------------|
| 00027           | 925-36-085646      | SVC03SVC0115         | Programming and Code Plug Development(port and mobiles)                         | 0   | \$ 70.00        | \$ -                | 0%                       | \$ 70.00                   | \$ -                  |
|                 |                    |                      |                                                                                 |     |                 |                     | <b>Sub Total</b>         |                            | <b>\$ 9,500.00</b>    |
|                 |                    |                      | <b>ACCESSORIES</b>                                                              |     |                 |                     |                          |                            |                       |
| 00013           | 726-90-085643      | HMN4104B             | IMPRES RSM DSPLY W JACK, W CHNL                                                 | 0   | \$ 413.00       | \$ -                | 20%                      | \$ 330.40                  | \$ -                  |
| 00013           | 726-90-085643      | NNTN8863A            | CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG                      | 10  | \$ 150.00       | \$ 1,500.00         | 20%                      | \$ 120.00                  | \$ 1,200.00           |
| 00013           | 726-90-085643      | NNTN7624C            | CHARGER,CHR IMP VEH EXT NAVEU KIT                                               | 7   | \$ 429.00       | \$ 3,003.00         | 20%                      | \$ 343.20                  | \$ 2,402.40           |
| 00013           | 726-90-085643      | PMNN4504             | IMPRES™2 Li-Ion Battery, 3400 mAh, UL2054 DIV2, rugged, IP68                    | 5   | \$ 150.00       | \$ 750.00           | 40%                      | \$ 90.00                   | \$ 450.00             |
| 00013           | 726-90-085643      | NNTN8844             | CHARGER, MULTI-UNIT, IMPRES 2, 6-DI                                             | 4   | \$ 1,250.00     | \$ 5,000.00         | 20%                      | \$ 1,000.00                | \$ 4,000.00           |
| 00013           | 726-90-085643      | PMMN4106             | "AUDIO ADAPTER APX XE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN                  | 38  | \$ 550.00       | \$ 20,900.00        | 20%                      | \$ 440.00                  | \$ 16,720.00          |
| 00013           | 726-90-085643      | RLN6490              | ACCESSORY KIT.XBT HEADSET BTN, HEAVY DUTY HEADSET, BT                           | 0   | \$ 699.00       | \$ -                | 20%                      | \$ 559.20                  | \$ -                  |
| 00032           | 961-53-085650      | SVC01SVC2007C        | Volume Discount Monmouth County 700 MHZ System                                  | 1   | \$ (42,795.90)  | \$ (42,795.90)      | 0%                       | \$ (42,795.90)             | \$ (42,795.90)        |
|                 |                    |                      |                                                                                 |     |                 |                     | <b>Sub Total</b>         |                            | <b>-\$18,023.50</b>   |
|                 |                    |                      | <b>VENDOR:</b>                                                                  |     |                 |                     |                          |                            |                       |
|                 |                    |                      | <b>MOTOROLA SOLUTIONS, INC.</b>                                                 |     |                 |                     |                          |                            |                       |
| <b>CONTRACT</b> |                    | <b>LINE ITEM</b>     | <b>C/O WIRELESS C&amp;E</b>                                                     |     |                 |                     |                          |                            |                       |
| <b>LINE No.</b> | <b>COMM CODE</b>   | <b>PRICE SUMMARY</b> | <b>153 Cooper Rd.</b>                                                           |     |                 |                     |                          |                            |                       |
| 00001           | 725-78-081934      |                      | <b>West Berlin, NJ 08091 Show Contract #83909 on PO</b>                         |     |                 |                     |                          |                            |                       |
| 00002           | 726-88-085633      | \$252,339.00         |                                                                                 |     |                 |                     |                          |                            |                       |
| 00003           | 726-88-085633      | \$47,026.50          |                                                                                 |     |                 |                     |                          |                            |                       |
| 00008           | 726-16-085634      |                      |                                                                                 |     |                 |                     |                          |                            |                       |
| 00013           | 726-90-085643      | \$24,772.40          |                                                                                 |     |                 |                     |                          |                            |                       |
| 00025           | 920-37-085644      | \$ 9,500.00          | <b>Signature Must be on Purchase Order</b>                                      |     |                 |                     |                          |                            |                       |
| 00027           | 925-36-085646      | \$ -                 |                                                                                 |     |                 |                     |                          |                            |                       |
| 00028           | 920-46-085647      | \$ 19,158.00         | <b>1.Terms are Net 30 Days as shipped</b>                                       |     |                 |                     |                          |                            |                       |
| 00032           | 961-53-085650      | \$ (42,795.90)       | <b>2.Terms and Prices are quoted from the Motorola NJ State Contract #83909</b> |     |                 |                     |                          |                            |                       |
|                 | <b>Grand Total</b> | <b>\$310,000.00</b>  |                                                                                 |     |                 |                     | <b>Order Grand Total</b> |                            | <b>\$310,000.00</b>   |

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING THE PURCHASE OF EXTRICATION EQUIPMENT OVER THE  
PAY TO PLAY THRESHOLD FROM MUNICIPAL EMERGENCY SERVICES  
BASED UPON LOW QUOTE OF \$27,502.00**

**Resolution**

**WHEREAS**, the Oceanport Fire Department has the need to replace the Department's outdated extrication equipment; and

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6, the Oceanport Fire Department informally solicited three (3) quotes, including one from Municipal Emergency Services, 66 Firemens Way, Poughkeepsie, NY 12603 in the amount of Twenty-Seven Thousand Five Hundred Two Dollars (\$27,502.00); and

**WHEREAS**, the Borough's Qualified Purchasing Agent believes the proposal of Municipal Emergency Services attached hereto, to be most advantageous, price and other factors considered; and

**WHEREAS**, the Borough of Oceanport is acquiring these goods/services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, Municipal Emergency Services has completed and submitted a Business Entity Disclosure Certification which certifies that the company has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the company from making any reportable contributions during the term of the contract; and

**WHEREAS**, the company has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council that the purchase of extrication equipment for a total price of \$27,502.00 from Municipal Emergency Services is hereby authorized.

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

**CERTIFICATION OF FUNDS**

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in Account #04-215-55-990-B01 in the amount of \$27,502.00 for the stated purpose.

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

  
**CONTINENTAL**  
**FIRE & SAFETY**  
**2740 KUSER ROAD**  
**HAMILTON, NJ 08691**  
**609-588-0096 - fax 609-584-0405**

6.8.a

**QUOTE**

|          |           |
|----------|-----------|
| DATE     | QUOTE NO. |
| 7/2/2020 | 20-1504   |

NAME / ADDRESS

OCEANPORT FIRE DEPT.  
315 E. MAIN STREET  
OCEANPORT, NJ.07757  
oceanportfirechief@yahoo.com

|        |     |     |
|--------|-----|-----|
| TERMS  | REP | FOB |
| NET 30 | AJD |     |

| DESCRIPTION                                                                                    | QTY | COST         | TOTAL       |
|------------------------------------------------------------------------------------------------|-----|--------------|-------------|
| IC550 ION CUTTER LIST PRICE \$9480.00                                                          | 1   | 8,532.00     | 8,532.00    |
| IS240 ION SPREADER (TOOL ONLY MUST CHOOSE BATTERY KIT) LIST PRICE \$10850.00                   |     | 9,765.00     | 9,765.00    |
| ITR230LB ION RAM LIST PRICE \$8300.00                                                          | 1   | 7,470.00     | 7,470.00    |
| BATT9-KIT (2) DEWALT 60V 9/3AH BATTERIES (1) CHARGER                                           | 3   | 524.00       | 1,572.00    |
| KS0029-KIT EXTENDED REACH TIPS- AMK-24, AMK30CRT & ION SPREADERS ( 1 PAIR) LIST PRICE \$975.00 | 1   | 926.25       | 926.25      |
| AMKUS NJ STATE CONTRACT 17-FLEET-00802                                                         |     |              |             |
|                                                                                                |     | <b>TOTAL</b> | \$28,265.25 |

Web Site

WWW.CONTFIRE.COM



66 Firemens way  
Poughkeepsie NY 12603  
United States

# Quote

6.8.b

**Date** 07/13/2020  
**Quote #** QT1383896  
**Expires** 08/12/2020  
**Sales Rep** Graves, William  
**PO #**  
**Shipping Method** MES Delivery

**Bill To**  
Dave Covert  
Oceanport Fire Dept  
21 Main St  
Oceanport NJ 07757  
United States

**Ship To**  
Dave Covert  
Oceanport Fire Dept  
21 Main St  
Oceanport NJ 07757  
United States

| Item           | Alt. Item #    | Units | Description                                                               | QTY | Unit Sales Pri... | Amount   |
|----------------|----------------|-------|---------------------------------------------------------------------------|-----|-------------------|----------|
| 272788000      |                |       | S 788E2 Package (includes S 788E2, charger, and 2 EXL batteries)          | 1   | 8,527.00          | 8,527.00 |
| 271555000      |                |       | SP 555E2 Spreader Package w/ charger and 2 EXL batteries                  | 1   | 9,415.00          | 9,415.00 |
| 274085000-1    |                |       | Hurst R421E2 Ram (Tool Only)                                              | 1   | 5,289.00          | 5,289.00 |
| HURST Edraulic | 273045000-H... |       | 273045000-HURST<br>Custom HURST Edraulic<br>Demo Unit SC357 EZ combi tool | 1   | 0.00              | 4,271.00 |

**Subtotal** 27,502.00  
**Shipping Cost (MES Delivery)** 0.00  
**Tax Total** 1,822.01  
**Total** \$29,324.01

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1383896

**QUOTATION**

COMPANY: Oceanport Fire Co  
To: Mike

DATE: 3/4/2020

FROM: **Will Ihrig**  
**TASC FIRE APPARATUS, INC.**

PO Box 86  
949 Adelphia-Farmingdale Road Suite #2B  
Adelphia, NJ 07710  
[tascfire@verizon.net](mailto:tascfire@verizon.net)  
732-431-1515 phone  
732-431-1551 fax

---

|                            |                       |
|----------------------------|-----------------------|
| 272799000 S799E2 Cutter    | <b>\$12,207.50 ea</b> |
| 271555000 SP555E2 Spreader | <b>\$12,430.75 ea</b> |
| 274085000 R421E2 Ram       | <b>\$ 8,702.00 ea</b> |

- Each tool comes with:
  - 2) EXL Batteries
  - 1) 110v Charger

|                        |                    |
|------------------------|--------------------|
| 272085410 EXL Battery  | <b>\$603.25 ea</b> |
| 272085412 110Volt Cord | <b>\$722.00 ea</b> |

**\* Price Good for 30 days \***

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Municipal Emergency Services, Inc. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 2020 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Oceanport as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                 |                                |
|-----------------|--------------------------------|
| John F. Coffey  | Meghan Walker                  |
| William Deerin  | Oceanport Republican Committee |
| Richard Gallo   | Oceanport Democratic Committee |
| Bryan Keeshen   |                                |
| Michael O'Brien |                                |
| Thomas Tvrdik   |                                |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                                 |
|------------------------------|----------------------------------------------|
| <u>Hubregsen Family LLC</u>  | <u>420 Lexington Ave, New York, NY 10017</u> |
| <u>Bonnet Family LLC</u>     | <u>420 Lexington Ave, New York, NY 10017</u> |
|                              |                                              |
|                              |                                              |
|                              |                                              |

**Part 3 – Signature and Attestation:**

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

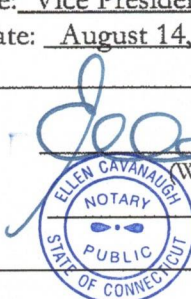
Name of Business Entity: Municipal Emergency Services, Inc.

Signature of Affiant: [Signature]  
 Printed Name of Affiant: Jeffrey Johnson

Title: Vice President Human Resources  
 Date: August 14, 2020

Subscribed and sworn before me this 14 day of August, 2020

My Commission expires: May 31, 2021


 (Witnessed and attested by)  
[Signature]  
 NOTARY PUBLIC  
 State of Connecticut  
 My Commission Expires  
May 31, 2021

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING ACCEPTANCE OF A 1995 FREIGHTLINER HESSE RESCUE  
TRUCK FROM THE BOROUGH OF EATONTOWN**

**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 Eatontown 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 Eatontown has procured a new rescue truck for their Fire Department and thus the 1995 Freightliner Hesse Rescue Truck, VIN Number 1FV6H LBA7S L7212 06 (hereinafter "1995 Rescue Truck") will no longer be in use; and

**WHEREAS**, the Borough of Oceanport's Fire Department has a need for the 1995 Rescue Truck; and

**WHEREAS**, the Borough of Eatontown desires to donate the 1995 Rescue Truck 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 1995 Rescue Truck and extends their appreciation and thanks to the Borough of Eatontown 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 Eatontown.

**BOROUGH OF EATONTOWN  
COUNTY OF MONMOUTH**

**RESOLUTION AUTHORIZING THE DONATION OF A 1995 FREIGHTLINER HESSE RESCUE TRUCK  
TO THE BOROUGH OF OCEANPORT FIRE DEPARTMENT**

**WHEREAS**, the Borough of Eatontown ("Borough") 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 local contracting unit; and

**WHEREAS**, the Borough is currently in possession of a 1995 Freightliner Hesse Rescue Truck, VIN Number 1FV6H LBA7S L7212 06 (hereinafter "1995 Rescue Truck") which was used by the Borough of Eatontown Fire Department ("Fire Department"); and

**WHEREAS**, the Borough has procured a new rescue truck for the Fire Department and thus the 1995 Rescue Truck will no longer be in use; and

**WHEREAS**, the Borough of Oceanport and its fire department located at 315 E. Main Street, Oceanport, NJ, 07757 ("Oceanport") has a need for the 1995 Rescue Truck; and

**WHEREAS**, the Borough desires to donate the 1995 Rescue Truck to Oceanport;

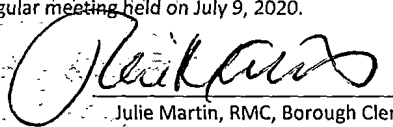
**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Eatontown, County of Monmouth, State of New Jersey, that the Borough of Eatontown hereby authorizes the donation of the 1995 Freightliner Hesse Rescue Truck, VIN Number 1FV6H LBA7S L7212 06 to the Borough of Oceanport.

**BE IT FURTHER RESOLVED** by the Borough Council of the Borough of Eatontown that it hereby authorizes the the Borough Administrator to take all necessary steps to donate the 1995 Freightliner Hesse Rescue Truck VIN Number 1FV6H LBA7S L7212 06 to the Borough of Oceanport. The Borough of Oceanport shall be responsible for obtaining proper Title, Insurance, and Registration for said vehicle and complying with applicable laws and regulations regarding the transfer of said vehicle.

|                            | MOTION | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
|----------------------------|--------|----------|-----|-----|---------|--------|
| Council President Gonzalez |        |          | X   |     |         |        |
| Councilmember Story        | X      |          | X   |     |         |        |
| Councilmember Olsavsky     |        |          | X   |     |         |        |
| Councilmember Escalante    |        |          | X   |     |         |        |
| Councilmember Regan, Jr.   |        |          | X   |     |         |        |
| Councilmember Corcoran     |        | X        | X   |     |         |        |
| Mayor Talerico             |        |          |     |     |         |        |

**CERTIFICATION**

I, Julie Martin, Borough Clerk of the Borough of Eatontown do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Eatontown, County of Monmouth, State of New Jersey at a regular meeting held on July 9, 2020.

  
 Julie Martin, RMC, Borough Clerk

## ORDINANCE #1028

### ORDINANCE OF THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, NEW JERSEY APPROVING AN APPLICATION FOR A LONG TERM TAX EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH KKF UNIVERSITY ENTERPRISES URBAN RENEWAL, LLC

**WHEREAS**, by Resolution No. 2020-125 adopted on May 7, 2020, the Borough Council of the Borough designated that certain properties located in the Borough within the former Fort Monmouth, including but not limited to Block 110.09, Lots 1 and 2, as a non-condemnation area in need of redevelopment (the "Redevelopment Area") in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the "Redevelopment Law"); and

**WHEREAS**, on May 20, 2020, the Fort Monmouth Economic Revitalization Authority ("FMERA") consented to the Borough's designation of the Redevelopment Area as an area in need of redevelopment in accordance with N.J.S.A. 52:27I-26(o) and N.J.A.C. 19:31C-3.25(a)(5); and

**WHEREAS**, on May 21, 2020, pursuant to Ordinance No. 1024, the Borough Council of the Borough adopted a redevelopment plan for that portion of Redevelopment Area identified as the "Squier Hall Parcel", entitled, "Amendment No. 13 to the Fort Monmouth Reuse and Redevelopment Plan", prepared by Phillips Preiss Grygiel Leheny Hughes LLC (the "Redevelopment Plan"); and

**WHEREAS**, on June 17, 2020, FMERA consented to the Borough's adoption of the Redevelopment Plan for the Squier Hall Parcel in accordance with N.J.A.C. 19:31C-3.25(b)(6); and

**WHEREAS**, the Entity is the owner of certain property identified as a portion of Block 110.09, Lot 1 on the official Tax Maps of the Borough and commonly known as the Squier Hall Parcel within the former Fort Monmouth; and

**WHEREAS**, said portion of Block 110.09, Lot 1 is as more particularly depicted in that certain metes and bounds description attached hereto as Exhibit A and hereby made a part hereof (the "Property"); and

**WHEREAS**, the Entity will redevelop the Property which redevelopment shall include the adaptive re-use and renovation of approximately 43,000 square feet of the Squier Hall Building, the demolition of all other buildings and ancillary structures on the Property, including buildings designated as Building #288 and #145, and the construction and installation of associated site improvements, utilities, landscaping and other improvements (collectively, the "Project"); and

**WHEREAS**, in accordance with the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Exemption Law"), the Entity filed an application with the Borough for approval of a long term tax exemption (the "Long Term Tax Exemption") for the Project (the "Application"), a copy of which is on file with the Borough Clerk, seeking a tax exemption in connection with the Project, in exchange for which the Entity proposes to make payments to the Township in lieu of taxes; and

**WHEREAS**, the Entity also submitted to the Mayor a form of financial agreement referenced in the Application, establishing the rights, responsibilities and obligations of the Entity; and

**WHEREAS**, the Mayor submitted the Application and the financial agreement attached hereto as Exhibit A (the "Financial Agreement") to the Borough Council of the Borough with his recommendation for approval, a copy of which recommendation is on file with the Borough Clerk; and

**WHEREAS**, the Borough Council of the Borough has determined that the Project represents an undertaking permitted by the Exemption Law,

**NOW, THEREFORE, BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF OCEANPORT, NEW JERSEY AS FOLLOWS:**

**Section 1.** The recitals to this ordinance are incorporated as if set forth in full herein.

**Section 2.** The Application for tax exemption and Financial Agreement are hereby approved.

**Section 3.** The Mayor is hereby authorized to execute the Financial Agreement substantially in the form attached hereto as Exhibit A, subject to modification or revision as deemed necessary and appropriate after consultation with counsel.

**Section 4.** The Clerk of the Borough is hereby authorized and directed, upon execution of the Financial Agreement by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the Borough upon such document.

**Section 5.** The Borough Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Borough in accordance with Section 12 of the Exemption Law.

**Section 6.** In accordance with P.L. 2015, c. 247, within ten (10) calendar days following the later of the effective date of this ordinance or the execution of the Financial Agreement by the Entity, the Borough Clerk also shall transmit a certified copy of this ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.

**Section 7.** The Mayor and Borough Clerk are hereby authorized to take such action and to execute such other documents, on behalf of the Borough, in consultation with Borough counsel, as is necessary to effectuate the terms of the Financial Agreement.

**Section 8.** If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

**Section 9.** This ordinance shall take effect in accordance with applicable law.

**APPROVED ON FIRST READING**

DATED: July 16, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

**ADOPTED ON SECOND READING**

DATED: September 3, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

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

**JOHN F. COFFEY, II**  
Mayor

**FINANCIAL AGREEMENT FOR  
LONG TERM TAX EXEMPTION  
N.J.S.A. 40A:20-1 et seq.**

by and between

**BOROUGH OF OCEANPORT**

and

**KKF UNIVERSITY ENTERPRISES URBAN RENEWAL, LLC**

Dated: [●], 2020

**THIS FINANCIAL AGREEMENT** is made this [●] day of [●], 2020 (hereinafter this "Agreement" or "Financial Agreement") by and between **KKF UNIVERSITY ENTERPRISES URBAN RENEWAL, LLC** (the "Entity") a New Jersey limited liability company and an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, N.J.S.A. 40A:20-1 *et seq.*, as amended and supplemented (the "Exemption Law"), with offices at 40 Monmouth Park Highway, P.O. Box 70, West Long Branch, New Jersey 07764; and the **BOROUGH OF OCEANPORT**, County of Monmouth, State of New Jersey, having an address at 315 E. Main Street, Oceanport, New Jersey 07757 (the "Borough"; and together with the Entity, the "Parties" or "Party").

### **WITNESSETH:**

**WHEREAS**, by Resolution No. 2020-125 adopted on May 7, 2020, the Borough Council of the Borough designated that certain properties located in the Borough within the former Fort Monmouth, including but not limited to Block 110.09, Lots 1 and 2, as a non-condemnation area in need of redevelopment (the "Redevelopment Area") in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the "Redevelopment Law"); and

**WHEREAS**, on May 20, 2020, the Fort Monmouth Economic Revitalization Authority ("FMERA") consented to the Borough's designation of the Redevelopment Area as an area in need of redevelopment in accordance with *N.J.S.A. 52:27I-26(o)* and *N.J.A.C. 19:31C-3.25(a)(5)*; and

**WHEREAS**, on May 21, 2020, pursuant to Ordinance No. 1024, the Borough Council of the Borough adopted a redevelopment plan for that portion of Redevelopment Area identified as the hereinafter defined Squier Hall Parcel, entitled, "Amendment No. 13 to the Fort Monmouth Reuse and Redevelopment Plan", prepared by Phillips Preiss Grygiel Leheny Hughes LLC (the "Redevelopment Plan"); and

**WHEREAS**, on June 17, 2020, FMERA consented to the Borough's adoption of the Redevelopment Plan for the Squier Hall Parcel in accordance with *N.J.A.C. 19:31C-3.25(b)(6)*; and

**WHEREAS**, the Entity is the owner of certain property identified as a portion of Block 110.09, Lot 1 on the official Tax Maps of the Borough and commonly known as the Squier Hall Parcel within the former Fort Monmouth; and

**WHEREAS**, said portion of Block 110.09, Lot 1 is as more particularly depicted in that certain metes and bounds description attached hereto as **Exhibit A** and hereby made a part hereof (the "Property"); and

**WHEREAS**, the Entity will redevelop the Property which redevelopment shall include the adaptive re-use and renovation of approximately 43,000 square feet of the Squier Hall Building, the demolition of all other buildings and ancillary structures on the Property, including buildings designated as Building #288 and #145, and the construction and installation of

associated site improvements, utilities, landscaping and other improvements (collectively, the "Project"); and

**WHEREAS**, in accordance with the Exemption Law, the Entity filed an application with the Borough for approval of a long term tax exemption (the "Long Term Tax Exemption") for the Project (the "Application"), a copy of which is on file with the Borough Clerk and which is incorporated herein by reference; and

**WHEREAS**, on [●], 2020, the Mayor recommended to the Governing Body that the Application be approved, provided that all legal prerequisites are met; and

**WHEREAS**, on July 16, 2020, by Ordinance No. 1028 (the "Ordinance"), the Governing Body approved the Application, subject to the terms and conditions of this Financial Agreement and authorized the execution of this Financial Agreement; and

**WHEREAS**, in this Financial Agreement, the Borough and the Entity desire to set forth in detail their mutual rights and obligations with respect to the Long Term Tax Exemption; and

**WHEREAS**, the Governing Body has reviewed the Application and has made the following findings:

**A. Benefits of Project v. Costs.**

i. The development and construction of the Project will be beneficial to the overall community; will help revitalize the Property; will improve the quality of life for the community; will serve as a catalyst for further private investment in areas surrounding the Property and will enhance the economic development of the Borough.

ii. It is anticipated that the development of the Project will create approximately fifty-eight (58) part-time and full-time construction jobs over the duration of the construction of the Project and approximately seventy (70) part-time and full-time jobs in connection with the operation of the Project.

iii. Pursuant to this Financial Agreement, the Project is projected to generate revenue for the Borough in the first year of approximately \$234,386 (less the applicable Land Tax credit), well in excess of the municipal revenue previously generated by the Property (\$0). The benefits to the Borough accruing as a result of the Project, including the generation of jobs and the generation of municipal revenues, will substantially outweigh any incremental costs to the Borough resulting from the Long Term Tax Exemption granted herein.

**B. Importance of Long Term Tax Exemption.**

The Governing Body's approval of the Long Term Tax Exemption set forth herein is essential to the success of the Project because:

i. The relative stability and predictability of the Annual Service Charge (as defined herein) associated with the Project will make it more attractive to financial institutions whose participation is necessary in order to finance the Project.

ii. The relative stability and predictability of the Annual Service Charge will allow the Entity to provide a high level of maintenance for the Property and will have a positive impact on the surrounding area and community.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement mutually covenant and agree as follows:

## **ARTICLE I - GENERAL PROVISIONS**

### **Section 1.1 Governing Law**

This Financial Agreement shall be governed by the provisions of the Exemption Law, the Ordinance, and all other Applicable Laws (as defined herein). It is expressly understood and agreed that the Borough has relied upon the facts, data, and representations contained in the Application in granting the Long Term Tax Exemption and the Application is hereby incorporated into this Financial Agreement by reference.

### **Section 1.2 General Definitions and Construction**

The recitals and exhibits to this Agreement are hereby incorporated by reference herein as if set forth at length. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms and phrases shall have the following respective meanings:

- a. **Affiliate** – With respect to any person or entity, any other person or entity directly or indirectly Controlling or Controlled by, or under direct common Control with, such person or entity.
- b. **Agreement or Financial Agreement** – Shall have the meaning specified in the preamble hereof.
- c. **Allowable Net Profit (also referred to as "ANP")** – The amount arrived at by applying the Allowable Profit Rate to the Total Project Cost pursuant to the provisions of N.J.S.A. 40A:20-3.
- d. **Allowable Profit Rate (also referred to as the "APR")** - The greater of twelve (12%) percent or the percentage per annum arrived at by adding one and one-quarter (1.25%) percent to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing for the Project. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose.

If there is no permanent mortgage financing or if the financing is internal or undertaken by a related party, the APR shall be the greater of twelve (12%) percent or the percentage per annum arrived at by adding one and one-quarter (1.25%) percent to the prevailing per annum interest rate on mortgage financing on comparable improvements within Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

- e. **Annual Audited Statement** - Shall mean a complete financial statement outlining the financial status of the Project, which shall also include a computation of Net Profit, Allowable Net Profit, and Annual Gross Revenue, prepared annually by the Entity's certified public accountant. The contents of each Annual Audited Statement shall be prepared in conformity with Generally Accepted Accounting Principles, the Exemption Law and this Financial Agreement.
- f. **Annual Gross Revenue (also referred to as the "AGR")** – Annual gross shelter rents actually collected by the Property, and other income, including income from parking, laundry and other services, and State or Federal tenant subsidies and excluding the costs of gas, electricity, fuel, water, sewer, garbage removal and other utilities.
- g. **Annual Service Charge (also referred to as the "ASC")** – The total annual amount that the Entity has agreed to pay the Borough for municipal services supplied to the Project, which sum is in lieu of any taxes on the Property and the Improvements pursuant to the Exemption Law, which amount shall be prorated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates. The Annual Service Charge shall be calculated pursuant to Article IV hereof.
- h. **Applicable Law**: Shall mean any and all federal, State and local laws, rules, regulations, rulings, court orders, statutes and ordinances applicable to the Project and the Long Term Tax Exemption.
- i. **Application** – Shall have the meaning specified in the recitals of this Financial Agreement.
- j. **ASC Commencement Date** – The first day of the month immediately following the Substantial Completion of the Project.
- k. **Borough** – Shall have the meaning specified in the preamble of this Financial Agreement.
- l. **Certificate of Occupancy** - A temporary or permanent certificate of occupancy issued by the appropriate Borough official, pursuant to N.J.S.A. 52:27D-133
- m. **Control** – As used with respect to any person or entity, shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and operation of such person or entity, whether through the ownership of voting securities or by contract or other written agreements.

- n. **Days** - Whenever the word "Days" is used to denote time, it shall mean calendar days.
- o. **Debt Service** – The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the Project for a period equal to the term of the Long Term Tax Exemption granted by this Financial Agreement.
- p. **Default** - A breach or failure of the Borough or the Entity to perform any obligation imposed by the terms of this Financial Agreement, or under the Exemption Law, beyond any applicable grace or cure periods set forth in this Financial Agreement. It shall also be a Default hereunder if the Entity, or any person or entity directly or indirectly controlling, or controlled by, or otherwise affiliated with, the Entity obtains any approval from the Borough, or the Borough's Planning Board or Zoning Board, in connection with the construction of improvements on the Squier Hall Parcel that are not permitted by Plan Amendment #13, dated May 14, 2019, to the Fort Monmouth Plan, or are not otherwise agreed to, in writing, by the Borough.
- q. **Effective Date** – The date that this Agreement has been executed by both Parties.
- r. **Entity** – Shall mean the entity specified in the preamble of this Financial Agreement, which is qualified and shall remain qualified as an urban renewal entity under the Exemption Law. Unless the context provides otherwise, it shall also include any permitted Transferee, which shall also be qualified as an urban renewal entity under the Exemption Law as set forth in Section 8.1 hereof.
- s. **Excess Net Profits** – The amount of Net Profits that exceeds the Allowable Net Profits (ANP) for the applicable accounting period as determined in accordance with the Exemption Law.
- t. **Exemption Law** - Shall have the meaning specified in the preamble of this Financial Agreement.
- u. **FMERA** - Shall have the meaning specified in the preamble of this Financial Agreement.
- v. **Fort Monmouth Plan** – Shall mean the Fort Monmouth Reuse and Redevelopment Plan, dated August 22, 2008, adopted by the Fort Monmouth Economic Revitalization Planning Authority, now known as the Fort Monmouth Economic Revitalization Authority.
- w. **Governing Body**- Shall have the meaning specified in the recitals of this Financial Agreement.

- x. **Improvements** - Shall mean any building, structure or fixture comprising the Project which is permanently affixed to the Property to be constructed and exempt under this Agreement.
- y. **Land Taxes** – Shall mean the amount of any real estate taxes levied on the Property, exclusive of any Improvements related thereto.
- z. **Long Term Tax Exemption** – Shall have the meaning specified in the recitals of this Financial Agreement.
- aa. **Minimum Annual Service Charge** – The Parties acknowledge and agree that the Minimum Annual Service Charge for purposes of this Agreement shall be \$0.
- bb. **Net Profit** - Annual Gross Revenue (AGR) less all operating and non-operating expenses and costs of the Entity, all determined in accordance with Generally Accepted Accounting Principles and the provisions of N.J.S.A 40A:20-3(c), but: (1) there shall be included in expenses: (a) all annual service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all payments to the municipality of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits, over the term of the abatement as set forth in this Financial Agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of Excess Profits, including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies, and payments into repair or maintenance reserve accounts; (e) all payments of rent including, but not limited to, ground rent by the Entity (if applicable); (f) all Debt Service; and (2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of Debt Service, income taxes, or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the Entity, or officers, partners or other persons holding any proprietary ownership interest in the Entity.
- cc. **Ordinance** – Shall have the meaning specified in the recitals of this Financial Agreement.
- dd. **Party or Parties** – Shall have the meaning specified in the preamble of this Financial Agreement.
- ee. **Payment Default** – Shall have the meaning specified in Section 5.4 of this Financial Agreement.
- ff. **Project** - Shall have the meaning specified in the recitals of this Financial Agreement.
- gg. **Property** - Shall have the meaning specified in the recitals of this Financial Agreement.

- hh. **Redevelopment Area** – Shall have the meaning specified in the recitals of this Financial Agreement.
- ii. **Redevelopment Law** - Shall have the meaning specified in the recitals of this Financial Agreement.
- jj. **Redevelopment Plan** - Shall have the meaning specified in the recitals of this Financial Agreement.
- kk. **Rental Unit** – A residential unit or retail unit within the Project made available for rent to the public.
- ll. **Reserve** – Shall have the meaning defined in Section 6.2 of this Financial Agreement.
- mm. **Secured Party or Secured Parties** – Shall have the meaning defined in Section 8.3(a) of this Financial Agreement.
- nn. **Security Arrangements** – Shall have the meaning defined in Section 8.3(a) of this Financial Agreement.
- oo. **Squier Hall Parcel** – Shall have the meaning set forth in the Fort Monmouth Plan.
- pp. **State** – The State of New Jersey.
- qq. **Substantial Completion** – The determination by the Borough construction official that the improvements described in this Agreement have been completed and that the Project, is ready for the use intended.
- rr. **Tenant** – Any tenant of a Rental Unit.
- ss. **Termination Date** – The earlier to occur of (i) the thirty-fifth (35<sup>th</sup>) anniversary of the Effective Date; (ii) the thirtieth (30<sup>th</sup>) anniversary date of the ASC Commencement Date; or (iii) such other date as this Financial Agreement may terminate pursuant to the terms hereof or pursuant to Applicable Law.
- tt. **Total Project Cost (also referred to as "TPC")** - Shall be as calculated in accordance with Section 3(h) of the Exemption Law.
- uu. **Transferee** – Shall have the meaning specified in Section 8.1 of this Financial Agreement.

### **Section 1.3 Interpretation and Construction.**

In this Agreement, unless the context otherwise requires:

A. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.

B. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

C. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

D. Any headings preceding the texts of the several articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. All references to articles, sections or exhibits in this Agreement shall, unless indicated otherwise, refer to the articles, sections or exhibits in this Agreement.

E. Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

F. All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

G. All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

## **ARTICLE II - PROJECT AND PROPERTY**

### **Section 2.1. Borough's Findings**

Pursuant to the Exemption Law, the Borough finds that the Long Term Tax Exemption granted pursuant to this Financial Agreement will benefit the Borough and the community by assuring the success of the rehabilitation of the Property. The development and construction of the Project will be beneficial to the overall community; will help revitalize the Property; will improve the quality of life for the community; is expected to generate approximately fifty-eight (58) part-time and full-time construction jobs over the duration of the construction of the Project and approximately seventy (70) part-time and full-time jobs in connection with the operation of the Project; will serve as a catalyst for further private investment in areas surrounding the Property and will enhance the economic development of the Borough. The benefits to the Borough accruing as a result of the Project, including the generation of jobs and the generation of municipal revenues, will substantially outweigh any incremental costs to the Borough resulting from the Long Term Tax Exemption granted herein.

The Long Term Tax Exemption is important to the Borough and the Entity because without the incentive of the Long Term Tax Exemption, it is unlikely that the Project would be undertaken. The Long Term Tax Exemption will allow the Entity to provide a high level of maintenance for the Property.

## **Section 2.2 Approval of Agreement**

The Borough hereby approves a Long Term Tax Exemption for the Project, which is to be rehabilitated, operated and maintained on the Property in accordance with the terms and conditions set forth herein, the provisions of the Exemption Law and other Applicable Law.

## **Section 2.3 Approval of the Entity**

The Borough hereby approves of the Entity in reliance upon the Entity's representation that its certificate of formation contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the New Jersey State Department of Community Affairs, and has been filed with, as appropriate, the New Jersey State Department of Treasury, all in accordance with N.J.S.A. 40A:20-5.

## **Section 2.4 Redevelopment of the Property**

The Entity agrees that it will develop, construct, operate and maintain the Project in accordance with the terms of the Redevelopment Plan and the approvals granted by the Planning Board of the Borough.

## **Section 2.5 Entity's Relationship to Property**

The Entity is the fee simple owner of the Property.

# **ARTICLE III – OWNERSHIP, MANAGEMENT AND CONTROL**

## **Section 3.1 Entity's Representation**

The Entity represents that it shall remain the fee title owner of the Property throughout the development and construction of same, subject to its right of transfer in accordance with Section 8.1 hereof.

## **Section 3.2 Required Provisions of Financial Agreement**

To the extent not otherwise set forth herein, those items required by N.J.S.A. 40A:20-9 to be included in this Financial Agreement are set forth in the Application incorporated herein by reference as if set forth at length, and the Entity represents and warrants as to the accuracy of the contents thereof.

### Section 3.3 Fiscal Plan

The Entity represents that the Project shall be financed in accordance with the representations set forth in the Application, including the Fiscal Plan attached thereto, which is also attached hereto as Exhibit B. The Application and Fiscal Plan set forth, among other things, the estimated Total Project Cost, amortization rates on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid in capital, and the terms of any mortgage amortization.

### Section 3.4 Estimated Rental Schedule

The Entity sets forth its good faith projections of the Annual Gross Revenue from the Project in the Fiscal Plan annexed to and made a part of this Financial Agreement at Exhibit B.

## **ARTICLE IV - TAX EXEMPTION; ANNUAL SERVICE CHARGE**

### Section 4.1 Term

Subject to compliance with this Agreement, this Agreement shall be in effect from the Effective Date through the Termination Date. However, in no case shall this Agreement remain in effect longer than 35 years from the Effective Date. Upon the expiration of this Agreement (i) the tax exemption for the Project shall expire and the Property and the Improvements thereon shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Borough and (ii) any restrictions and limitations upon the Entity shall terminate upon such Entity's rendering and the Borough's acceptance of its final accounting to the Borough, pursuant to N.J.S.A. 40A:20-13.

### Section 4.2 Calculation of Annual Service Charge

In consideration of the Borough granting the Entity the Long Term Tax Exemption set forth in this Financial Agreement, the Entity shall pay to the Borough for municipal services supplied to the Project, as provided in the Exemption Law, an Annual Service Charge as follows:

(a) **Stage One:** From the ASC Commencement Date until the fifteenth anniversary of the ASC Commencement Date, the Annual Service Charge shall be an amount equal to the sum of (i) fifteen (15.0%) percent of AGR plus (ii) five (5%) percent of the then-current year's Annual Service Charge; and

(b) **Stage Two:** From the first day after the fifteenth anniversary of the ASC Commencement Date until the twentieth anniversary of the ASC Commencement Date, the Annual Service Charge shall be equal to the greater of an amount equal to the sum of (i) fifteen (15.0%) percent of AGR plus (ii) five (5%) percent of the then-current year's Annual Service Charge, or twenty (20%) percent of the amount of the taxes otherwise due on the value of the Property and the Improvements.

(c) **Stage Three:** From the first day after the twentieth anniversary of the ASC Commencement Date under the twenty-fourth anniversary of the ASC Commencement Date, the

Annual Service Charge shall be equal to the greater of an amount equal to the sum of (i) fifteen (15.0%) percent of AGR plus (ii) five (5%) percent of the then-current year's Annual Service Charge, or forty (40%) percent of the amount of the taxes otherwise due on the value of the Property and the Improvements;

(d) **Stage Four:** From the first day after the twenty-fourth anniversary of the ASC Commencement Date until the twenty-eighth anniversary of the ASC Commencement Date, the Annual Service Charge shall be equal to the greater of an amount equal to the sum of (i) fifteen (15.0%) percent of AGR plus (ii) five (5%) percent of the then-current year's Annual Service Charge, or sixty (60%) percent of the amount of the taxes otherwise due on the value of the Property and the Improvements;

(e) **Final Stage:** From the first day after the twenty-eighth anniversary of the ASC Commencement Date until the thirtieth anniversary of the ASC Commencement Date, the Annual Service Charge shall be equal to the greater of an amount equal to the sum of (i) fifteen (15.0%) percent of AGR plus (ii) five (5%) percent of the then-current year's Annual Service Charge, or eighty (80%) percent of the amount of the taxes otherwise due on the value of the Property and the Improvements.

### **Section 4.3 Minimum Annual Service Charge**

Notwithstanding anything to the contrary in this Financial Agreement, including, without limitation, Section 4.2 hereof, the Annual Service Charge for the Project shall not be less than the Minimum Annual Service Charge.

### **Section 4.4 Quarterly Installments**

The Annual Service Charge or the Minimum Annual Service Charge, as the case may be, and Land Taxes, shall be paid in quarterly installments on those dates when *ad valorem* real estate tax payments on other properties within the Borough are due, subject to adjustment for over payment or underpayment within thirty (30) days after the close of each calendar year. If the Entity fails to so pay, the amount unpaid shall bear the highest rate of interest permitted in the case of the unpaid taxes or tax liens on the Property until paid. The Entity's failure to make the requisite payments of Annual Service Charge, Minimum Annual Service Charge or Land Taxes, in a timely manner shall constitute a Default under this Agreement and the Borough may, among its other remedies as provided in this Financial Agreement, proceed against the Project pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. In addition, the Borough may terminate this Agreement with respect to the Project in accordance with Section 5.4 hereof. Any Default arising out of the Entity's failure to pay the Annual Service Charge, Minimum Annual Service Charge or Land Taxes, shall not be subject to the dispute resolution remedies provided in Section 5.1.

### **Section 4.5 Rights and Obligations Related to Long Term Tax Exemption**

(a) All Annual Service Charge or Minimum Annual Service Charge payments, as the case may be, made pursuant to this Financial Agreement shall be in lieu of taxes and, as set forth above, the Borough shall have the rights and remedies of tax enforcement granted to a

municipality by Applicable Law, including those of in rem tax foreclosure pursuant to N.J.S.A. 54:5-1, just as if said payments constituted regular real property tax obligations on other real properties within the Borough.

(b) If the ASC Commencement Date occurs on a date other than the last day of a quarter, the amount of *ad valorem* real estate taxes for such period up to the ASC Commencement Date shall be based on a per diem basis for such quarter.

(c) Any lease of a Rental Unit to a Tenant shall be subject to the terms of this Financial Agreement and shall not require the consent or approval of the Borough. The Borough shall look solely to the Entity and not any Tenant with respect to the collection of the unpaid portion of the Annual Service Charge imputed to a particular unit.

#### **Section 4.6 Remittance to County**

The Borough shall remit to the County of Monmouth five percent (5%) of the Annual Service Charge received each year from the Entity, pursuant to N.J.S.A. 40A:20-12(b)(2)(e).

#### **Section 4.7 Payment Prior to ASC Commencement Date**

The Parties agree that conventional property taxes, including Land Taxes, are due from time to time in accordance with Applicable Law prior to the ASC Commencement Date.

#### **Section 4.8 Other Municipal Services.**

Nothing herein shall exempt the Entity from the payment of any applicable municipal services permitted and authorized to be charged and collected by the Borough in accordance with Applicable Law. The Entity shall timely pay for municipal services rendered to the Project and/or to the Property, if any, pursuant to the terms of the authorization proceedings authorizing same.

#### **Section 4.9 Land Taxes**

The Entity shall be obligated to make payment of Land Taxes according to the general laws applicable to all other tax ratables. Land Taxes shall be separately assessed for the Property in accordance with Applicable Law. The payment for Land Taxes shall be applied as a credit against the Annual Service Charge for the subsequent year. In any year that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any land tax credits against the Annual Service Charge. The Entity is required to make payment of both the Annual Service Charge and the Land Taxes. The Entity is required to pay the full Land Taxes in any given year and no credits will be applied against the Annual Service Charge for partial payment of the Land Taxes. The Entity's failure to make the requisite Annual Service Charge payment and/or the requisite Land Taxes payment in a timely manner shall constitute a violation and breach of this Agreement. The Borough shall, among its other remedies, have the right to proceed against the Property pursuant to the Tax Sale Law and/or may declare a Default under this Agreement in accordance with Article V hereof.

#### **Section 4.10 Administrative Fee**

In addition to the Annual Service Charge, the Entity shall pay to the Borough an annual administrative fee in an amount equal to two percent (2.0%) of the Annual Service Charge. Such annual administrative fee shall be due on or before November 1 in each year following the ASC Commencement Date.

### **ARTICLE V - DISPUTE RESOLUTION; DEFAULT**

#### **Section 5.1 Agreement to Arbitrate**

If the Borough or the Entity breaches this Financial Agreement (other than with respect to a Payment Default), or a dispute arises between the Parties regarding the terms and provisions set forth herein, then the Parties shall submit the dispute to arbitration, which shall utilize State law and the arbitration rules of the American Arbitration Association in the State, to be resolved in accordance with its rules and regulations in such fashion as to accomplish the purposes of the Exemption Law and this Financial Agreement. The costs of arbitration shall be borne equally by the Parties involved in the arbitration. The demand for arbitration shall be filed in writing and shall be made within a reasonable time after a dispute or breach occurs. (Section 1.3(F) hereof shall not apply for purposes of the foregoing sentence.) The arbitrator(s) shall make written findings of fact and conclusions of law. Any arbitration award may be appealed by either party to the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the State courts, and shall not be limited in any way due to the origin of the action in arbitration.

Notwithstanding the foregoing, if the Entity fails to pay the Annual Service Charge, Minimum Annual Service Charge or Land Taxes, the Borough, among its other remedies, reserves the right to proceed against the Project, pursuant to N.J.S.A. 54:5-1 to 54:5-129, and any Act supplementary or amendatory thereof, and shall not be required to submit such matters to arbitration. Whenever the word "Taxes" appears or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the Annual Service Charge are taxes or municipal liens on land.

#### **Section 5.2 Covenant to Make Payments**

The Entity agrees that the timely payment of the Land Taxes and the Minimum Annual Service Charge or the Annual Service Charge, to the Borough, as well as continued compliance with Applicable Laws, are material conditions of this Financial Agreement. The failure to make any of the aforesaid payments in timely fashion shall constitute both a breach of this Financial Agreement and a tax payment delinquency under Applicable Law.

### **Section 5.3 Remedies upon Default**

All of the remedies provided in this Agreement, and all rights and remedies granted to the Parties by law and equity, shall be cumulative and concurrent. No termination of any provision within this Agreement shall deprive the Borough of any of its remedies in accordance with law or actions against the Entity because of its failure to pay Land Taxes, the Annual Service Charge, and/or the water and sewer charges with interest payments. The bringing of any action due to a Default under this Agreement shall not be construed as a waiver of the right to enforce any other remedy provided in this Agreement. Nothing in this Agreement shall be deemed to create personal liability on the part of any Entity for any of the provisions of this Agreement, the Borough's rights and remedies to collect any obligation due and owing hereunder to be the same as the Borough's rights and remedies with respect to collection of real estate taxes generally under Applicable Law.

### **Section 5.4 Notification of Breach Required**

Other than with respect to the nonpayment or late payment of all or a portion of Land Taxes, the Annual Service Charge or Minimum Annual Service Charge (any of the foregoing a "Payment Default"), the Borough shall notify the Entity in writing of any breach relating to the terms of this Financial Agreement. If the Entity fails to cure a Payment Default within ten (10) days of its occurrence, or fails to cure any other breach within thirty (30) Days after the actual delivery of notice by the Borough, or within any additional periods to which the Parties may agree to, in writing (with respect to defaults other than Payment Defaults, the Borough shall not unreasonably refuse to grant a reasonable extension of the cure period, not to exceed sixty (60) days after the Notice unless the Borough in its sole discretion shall agree to a longer cure period), the Borough may invalidate the Long Term Tax Exemption by providing thirty (30) Days' written notice to the Entity, which shall inform the Entity that the Long Term Tax Exemption shall terminate at the expiration of said thirty (30) Day notice period due to the breach of the terms of this Financial Agreement.

### **Section 5.5 Force Majeure**

Neither Party shall be liable to the other for failure to perform its obligations under this Agreement due to causes that are beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials. Notwithstanding the foregoing, the payment of Land Taxes, Annual Service Charge and Minimum Annual Service Charge are material conditions of this Agreement which shall not be excused by the occurrence of a force majeure event.

## **Section 5.6 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain any Certificates of Occupancy required by law in a reasonably timely manner. The Borough shall reasonably cooperate in processing Entity's request(s) for the issuance of any Certificate(s) of Occupancy.

## **Section 5.7 Filing of Certificate of Occupancy**

It shall be the responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of any Certificate of Occupancy issued for the Project.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph shall not militate against any action or non-action taken by the Borough, including, if appropriate, retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

# **ARTICLE VI - LIMITATION ON PROFITS**

## **Section 6.1 Entity's Covenant of Limitation on Profits**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of *N.J.S.A. 40A:20-15*. Pursuant to *N.J.S.A. 40A:20-3(c)*, this calculation is completed in accordance with generally accepted accounting principles.

## **Section 6.2 Permitted Reserves**

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to ten percent (10%) of the Annual Gross Revenues of the Entity for the prior fiscal year (hereinafter referred to as the "Reserve") and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that Reserve, as provided in *N.J.S.A. 40A:20-15*.

## **Section 6.3 Payment of Dividend and Excess Profit Charge**

In accordance with *N.J.S.A. 40A:20-15*, if the Net Profits of the Entity shall exceed the Allowable Net Profits in any accounting period, then the Entity, within ninety (90) days after the end of the accounting period, shall pay such Excess Net Profits to the Borough as an additional Annual Service Charge; provided, however, that the Entity may maintain a Reserve as determined pursuant to Section 6.2.

## **Section 6.4 Payment of Reserve/Excess Net Profit Upon Termination, Expiration or Sale.**

The Termination Date of this Agreement, or the date of sale or transfer of the Improvements, shall be considered to be the close of the fiscal year of the Entity. Within ninety

(90) days after such date, the Entity shall pay to the Borough the amount of the Reserve, if any, maintained by it pursuant to Section 6.2, and the Excess Net Profits, if any.

## **ARTICLE VII - TERMINATION OF AGREEMENT AND INSPECTIONS**

### **Section 7.1 Voluntary Termination of the Financial Agreement by Entity**

Pursuant to the Exemption Law, the Entity or any Transferee may at any time after the expiration of one (1) year from the ASC Commencement Date, notify the Borough in writing that, as of a certain date designated in the notice, it relinquishes its status as an urban renewal entity under the Exemption Law and that the Entity, or Transferee, has obtained the consent of the Commissioner of the Department of Community Affairs, if required by Applicable Law. As of that date, all of the obligations and requirements contained in this Financial Agreement shall terminate. Notwithstanding the foregoing, such relinquishment shall not impact the obligation of the Entity or the Transferee, as applicable, to make payment of any Land Taxes, Annual Service Charge or Minimum Annual Service Charge that has accrued up to and including the Termination Date, or the obligation of the Entity or the Transferee, as applicable, to perform the final accounting required by the Exemption Law and Section 7.2 below.

### **Section 7.2 Termination and Final Accounting**

Within ninety (90) Days after the Termination Date, whether by affirmative action of the Entity or by virtue of the provisions of the Applicable Law or pursuant to the terms of this Financial Agreement, the Entity shall provide a final accounting and pay to the Borough the Reserve, if any, pursuant to N.J.S.A. 40A:20-15, as well as any Excess Net Profits, if any payable as of that date. For purposes of rendering a final accounting, the Termination Date of the Financial Agreement shall be deemed to be the end of the fiscal year for the Entity.

### **Section 7.3 Taxes After Termination Date**

After the Termination Date, the Long Term Tax Exemption shall expire, and the Property and the Improvements constructed thereupon shall thereafter be assessed and conventionally taxed according to Applicable Law as other real property in the Borough.

### **Section 7.4 Rights of Inspection**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project by representatives duly authorized by the Borough and Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(e). The Entity shall also permit, upon written request, examination and audit of its books, contracts, records, documents and papers relating to the Project by representatives duly authorized by the Borough and Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(e). Such inspection shall be made upon five (5) days' prior written notice, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project. Nothing in this section shall be construed to affect, limit or restrict the

powers of municipal, county, State or other officials from carrying out those inspections that are generally applicable outside of the Exemption Law context, including, but not limited to, inspections by fire officials, construction code officials, etc.

## **ARTICLE VIII - SALE OR LEASE OF PROJECT**

### **Section 8.1 Approval of Sale of Project to Entity Formed and Eligible to Operate Under Applicable Law**

The Entity shall not transfer all or any portion of the Project without the prior written approval of the Borough, except that after completion of the Project, the Entity shall be permitted to transfer all or any portion of the Project to another urban renewal entity, qualified and organized under the Exemption Law (a "Transferee"), and approved by the Borough under the conditions set forth herein. As permitted by N.J.S.A. 40A:20-10(a), it is understood and agreed that the Borough, on written application by the Entity after completion of the Project, shall consent to a sale of the Project and the transfer of this Agreement provided: (i) the transferee entity does not own or lease any other Project subject to long term tax exemption at the time of transfer; (ii) the transferee entity is formed and eligible to operate under the Exemption Law; (iii) the Entity is not then in Default of this Agreement or the Exemption Law; (iv) the Entity's obligations under this Agreement are fully assumed by the transferee entity; (v) the transferee entity agrees to abide by all terms and conditions of this Agreement including, without limitation, the filing of an application pursuant to N.J.S.A. 40A:20-8, and any other terms and conditions of the Borough in regard to the Project; (vi) the transferee entity possesses the requisite experience, qualifications, and financial capacity to operate and manage the Project; and (vii) the principal owners of the transferee entity possess the same business reputation, financial qualifications and credit worthiness as the Entity and are otherwise reputable.

Notwithstanding the above, it is expressly understood and agreed that the Entity is permitted, without the prior approval of the Borough, to effect the following transfers with respect to the Project:

- A. Encumber the Project, e.g., mortgage financing, development easements, etc., provided that any such encumbrance is subordinate to the lien of the Annual Service Charges.
- B. Transfer the ownership interest in the Entity to an Affiliate.
- C. Lease any portion of the Project to an end user, with such tenant not being required to be an entity eligible to operate under the Exemption Law.

Notwithstanding anything to the contrary contained in A. through C., above, or elsewhere in this Agreement, the Parties expressly agree and acknowledge that the Entity shall not enter into any lease, whether or not with an Affiliate or related entity, that shall operate to minimize or remove revenues properly includable in the calculation of Annual Gross Revenue.

## **Section 8.2 Obligations of Entity and Transferee after Conveyance**

If the Entity transfers the Project to a Transferee with the consent of the Borough and the Transferee has assumed the contractual obligations of the transferor Entity with the Borough, pursuant to Section 8.1 hereof, then the Entity shall be absolutely discharged from any further obligations regarding the Project and shall be qualified to undertake another project pursuant to the Exemption Law. Within ninety (90) Days after the date of a transfer, the Entity shall pay to the Borough any Reserve maintained by it pursuant to this Financial Agreement, as well as any Excess Net Profits payable to the Borough pursuant to this Financial Agreement and the Exemption Law.

## **Section 8.3 Collateral Assignment**

It is expressly understood and agreed that the Entity has the right, to the extent permitted by the Exemption Law to encumber and/or assign its fee title to the Property and/or Improvements for purposes of (i) financing the design, development and construction of the Project and (ii) permanent mortgage financing with respect to the Project.

(a) The Borough acknowledges that the Entity and/or its affiliates intend to obtain secured financing in connection with the acquisition, development and construction of the Project. The Borough agrees that the Entity and or its affiliates may, subject to compliance with the Exemption Law, assign, pledge, hypothecate or otherwise transfer its rights under this Agreement and/or its interest in the Project to one or more secured parties or any agents therefore (each, a "Secured Party" and collectively, the "Secured Parties") as security for obligations of the Entity, and/or its affiliates, incurred in connection with such secured financing (collectively, the "Security Arrangements"). The Entity shall give the Borough written notice of any such Security Arrangements, together with the name and address of the Secured Party or Secured Parties. Failure to provide such notice waives any requirement of the Borough hereunder to provide any notice of Default or notice of intent to enforce its remedies under this Agreement.

(b) If the Entity shall Default in any of its obligations hereunder, the Borough shall give written notice of such Default to the Secured Parties and the Borough agrees that, in the event such Default is not waived by the Borough or cured by the Entity, its assignee, designee or successor, within the period provided for herein, before exercising any remedy against the Entity hereunder, the Borough will provide the Secured Parties a reasonable period of time to cure such Default, but in any event not less than twenty (20) days from the date of such notice to the Secured Parties with regard to a Payment Default by the Entity and ninety (90) days from the date the Entity was required to cure any other Default.

(c) In the absence of a Default by the Entity, the Borough agrees to consent to any collateral assignment by the Entity to any Secured Party or Secured Parties of its interests in this Agreement and to permit each Secured Party to enforce its rights hereunder and under the applicable Security Arrangement and shall, upon request of the Secured Party, execute such documents as are typically requested by secured parties to acknowledge such consent. This provision shall not be construed to limit the Borough's right to payment from the Entity, nor

shall the priority of such payments be affected by the Secured Party exercising its rights under any applicable Security Arrangement.

## **ARTICLE IX - ENTITY'S COVENANTS AND REPRESENTATIONS**

### **Section 9.1 Management and Operation**

Subject to its right to transfer the Project pursuant to Section 8.1 of this Financial Agreement, the Entity represents and covenants that the Entity will manage the Project or will contract with a third party management company. The Entity shall be free to enter into leases with Tenants for the Rental Units without the consent of the Borough.

### **Section 9.2 Computation of Gross Revenue**

The Entity shall, for the duration of this Agreement, calculate the Annual Gross Revenue in accordance with the Exemption Law and this Financial Agreement and the computation of Annual Gross Revenue shall be shown on the Entity's Annual Audited Statement.

### **Section 9.3 Annual Audit Report**

For so long as the Entity owns the Project and within ninety (90) Days after the close of each fiscal or calendar year (depending on the Entity's accounting basis) that this Financial Agreement shall continue in effect, the Entity shall submit to the Mayor of the Borough, the Governing Body, the CFO of the Borough, and the New Jersey Division of Local Government Services within the New Jersey Department of Community Affairs, its Annual Audited Statement for the preceding fiscal or calendar year in accordance with the Exemption Law. The report shall clearly identify and calculate the Net Profit for the Entity during the previous fiscal year. The Entity assumes all costs associated with preparation of the Annual Audited Statements. Except to the extent required by Applicable Law, all financial information provided hereunder shall remain confidential and not subject to public disclosure.

### **Section 9.4 Total Project Cost Audit**

Within ninety (90) days after the final Certificate of Occupancy is issued for the Project, the Entity shall submit to the Mayor and Governing Body an audit of Total Project Cost certified as to actual construction costs by the Entity's architect.

### **Section 9.5 Disclosure Statement**

On each anniversary date of the execution of this Agreement, the Entity shall submit to the Mayor and Governing Body, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the Borough may request from time to time.

## **ARTICLE X - INDEMNIFICATION**

### **Section 10.1 Indemnification**

It is understood and agreed that in the event the Borough shall be named as a party defendant in any action brought against the Borough or the Entity by allegation of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of the Exemption Law or any other Applicable Law, the Entity shall indemnify and hold the Borough harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, Default or a violation of any of the provisions of this Agreement, the provisions of the Exemption Law and/or any other Applicable Law except for any willful misconduct by the Borough or any of its officers, officials, employees or agents, and the Entity shall defend the suit at its own expense. The Borough shall be entitled to intervene in any such suit, and retain attorneys of its choosing, whether as party defendant or intervener, the cost of such attorneys to be borne by the Entity in accordance with this Section.

## **ARTICLE XI - MISCELLANEOUS PROVISIONS**

### **Section 11.1 Governing Law**

This Financial Agreement shall be governed by the provisions of Applicable Law including but not limited to the Exemption Law. This Agreement shall be construed and enforced in accordance with the laws of the State, without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Borough have combined in their review and approval of same.

### **Section 11.2 Oral Representation**

Neither Party hereto has made any oral representation that is not contained in this Financial Agreement. This Financial Agreement and the Application, including all of the Exhibits attached and annexed hereto and thereto, constitute the entire Financial Agreement by and between the Parties.

### **Section 11.3 Modification**

There shall be no modification of this Financial Agreement except by virtue of a written instrument executed by and between both Parties.

## Section 11.4 Notices

A notice, demand or other communication required to be given under this Agreement by any Party to the other shall be in writing and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged) to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section:

a) When sent by the Borough to the Entity:

KKF University Enterprises Urban Renewal, LLC  
40 Monmouth Park Highway  
P.O. Box 70  
West Long Branch, New Jersey 07764  
Attention: Stanley J. Koreyva, Jr.

with a copy to:

Archer & Greiner, P.C.  
Riverview Plaza  
10 Highway 35  
Red Bank, New Jersey 07701-5902  
Attn: Brian M. Nelson, Esq.

b) When sent by the Entity to the Borough:

Borough of Oceanport  
315 E. Main Street  
Oceanport, New Jersey 07757  
Attn: Borough Clerk

with a copy to:

McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2<sup>nd</sup> Floor  
Roseland, New Jersey 07068  
Attn: Matthew D. Jessup, Esq.

From time to time either Party may designate a different person or address for all the purposes of this Notice provision by giving the other Party no less than ten (10) days' notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee. Any notice given by an attorney for a Party shall be effective for all purposes. In addition, if the Entity delivers formal written notice to the Borough in accordance with this Agreement, of the name and address of Entity's

mortgagee, then the Borough shall provide such mortgagee with a copy of any notice required to be sent to the Entity.

### **Section 11.5 Severability**

If any term, covenant or condition of this Financial Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Financial Agreement shall be judicially declared to be invalid and unenforceable and provided that a Default has not been declared pursuant to this Financial Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Financial Agreement in a manner contemplated by the Parties, including, but not limited to the authorization and amendment of this Financial Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

### **Section 11.6 Good Faith**

The Entity and the Borough agree to act in good faith in all of their dealings with each other.

### **Section 11.7 Certification**

The Borough Clerk shall certify to the Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that a Financial Agreement with an urban renewal entity, i.e., the Entity, for the development of the Project, has been entered into and is in effect as required by the Exemption Law. Delivery by the Borough Clerk to the Tax Assessor of a certified copy of the Ordinance and this Financial Agreement shall constitute the required certification. Upon certification as required hereunder and upon the ASC Commencement Date, the Tax Assessor shall implement the tax exemption and continue to enforce that tax exemption without further certification by the Borough Clerk until the expiration of the entitlement to tax exemption by the terms of this Financial Agreement or until the Tax Assessor has been duly notified by the Borough Clerk that the tax exemption has been terminated.

Further, within 10 calendar days following the later of the effective date of the Ordinance or the execution of the Financial Agreement by the Entity, the Borough Clerk shall transmit a certified copy of the Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.

### **Section 11.8 Estoppel Certificate**

Within thirty (30) days following written request therefore by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the Borough shall

issue a signed estoppel certificate in reasonable form stating that (i) this Financial Agreement is in full force and effect, (ii) to the best of the Borough's knowledge, no Default has occurred under this Agreement (nor any event which, with the passage of time and/or the giving of notice would result in the occurrence of a Default) or stating the nature of any Default, and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a Default, it shall also state the manner in which such Default may be cured.

### **Section 11.9 Counterparts**

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have caused this Financial Agreement to be executed the day and year first above written.

Attest:

**BOROUGH OF OCEANPORT**

\_\_\_\_\_  
Borough Clerk

By: \_\_\_\_\_  
Name: John F. Coffey, II  
Title: Mayor

SEAL

Dated: \_\_\_\_\_

**KKF UNIVERSITY ENTERPRISES URBAN  
RENEWAL, LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

STATE OF                                 )  
                                               )  
 COUNTY OF                            )       SS.:

Be it remembered that on the \_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_\_ personally appeared before me, and this person acknowledged under oath, to my satisfaction that:

- (a) he is the \_\_\_\_\_ of KKF University Enterprises Urban Renewal, LLC, the general partner of the Entity in the attached Financial Agreement;
- (b) he is authorized to execute the attached Financial Agreement on behalf of the Entity;
- (c) he executed the attached Financial Agreement on behalf of and as the act of the Entity; and
- (d) the attached Financial Agreement was signed and made by the Entity as its duly authorized and voluntary act.

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STATE OF                                 )  
                                                       )  
 COUNTY OF                               )       SS.:

Be it remembered that on the \_\_\_\_ day of \_\_\_\_\_, 2020, John F. Coffey, III, personally appeared before me, and this person acknowledged under oath, to my satisfaction that:

(a) he is the Mayor of the Borough of Oceanport, New Jersey, the Borough in the attached Financial Agreement;

(b) he is authorized to execute the attached Financial Agreement on behalf of the Borough;

(c) he executed the attached Financial Agreement on behalf of and as the act of the Borough; and

(d) the attached Financial Agreement was signed and made by the Borough as its duly authorized and voluntary act.

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**EXHIBIT A – PROPERTY DESCRIPTION**

**LANGAN****EXHIBIT "A"**

Technical Excellence  
 Practical Experience  
 Client Responsiveness

Revised: 04 December 2019  
 Revised: 04 November 2019  
 Revised: 20 May 2019  
 Revised: 30 January 2019  
 23 August 2017  
 100291701

**WRITTEN DESCRIPTION  
 FORT MONMOUTH PHASE ONE - SQUIER HALL  
 BLOCK 110, PORTION OF LOT 1  
 (ABOUT TO BE KNOWN AS BLOCK 110.09, LOT 1)  
 IN THE BOROUGH OF OCEANPORT  
 MONMOUTH COUNTY, NEW JERSEY**

BEGINNING at a pin and cap, identified Langan Engineering, set on the westerly line of a public roadway known as Oceanport Avenue, (60 feet wide) and the northerly line of a public roadway known as Hildreth Avenue (100 feet wide), and running; thence

- A. Along the said northerly line southerly on a curve to the right having an arc distance of 78.54 feet, a radius of 50.00 feet and a central angle of 90°00'00" and being subtended by a chord which bears South 17°23'54" West, a distance of 70.71 feet to a point of tangency; thence
  - B. Continuing along same South 62°23'54" West, a distance of 53.25 feet to a point of curvature; thence
  - C. Westerly along a curve to the right having an arc distance of 28.77 feet, a radius of 50.00 feet and a central angle of 32°57'56" and being subtended by a chord which bears South 78°52'52" East, a distance of 28.37 feet to a point of tangency, said point being the intersection of Hildreth Avenue and the northerly line of a public roadway known as Russel Avenue (60 feet wide); thence
  - D. Along said northerly line North 84°38'10" West, a distance of 626.31 feet to a point at the intersection of Russel Avenue and a public road known as Sherrill Avenue (60 feet wide); thence
  - E. Along the northerly line of said Sherrill Avenue, South 62°01'19" West, a distance of 374.52 feet to a point; thence
  - F. Continuing along same South 68°33'12" West, a distance of 1,844.78 feet to the Point of Beginning; thence
1. Along said northerly line of Sherrill Avenue, South 68°33'12" West, a distance of 119.91 feet to a pin and cap, identified Langan Engineering, set; thence
  2. Continuing along same, South 74°12'25" West, a distance of 324.62 feet to a pin and cap, identified Langan Engineering, set on a curve; thence
  3. Leaving said northerly line along a non-tangent curve to the left having an arc distance of 48.94 feet, a radius of 61.33 feet and a central angle of 45°43'37" and being subtended by a chord which bears North 06°55'28" East, a distance of 47.66 feet to an 'X' cut set at the point of tangency; thence

300 Kimball Drive      Parsippany, NJ 07054      T: 973.560.4900      F: 973.560.4901      www.langan.com  
 New Jersey • New York • Connecticut • Pennsylvania • Ohio • Washington, DC • Virginia • Florida • Texas • California  
 Abu Dhabi • Athens • Doha • Dubai • Istanbul • London • Panama

15

Written Description - Fort Monmouth Phase One- Squier Hall  
Block 110, Portion of Lot 1 (About To Be Known As Block 110.09, Lot 1)  
In the Borough of Oceanport, Monmouth County, New Jersey  
Langan Project No.: 100741801

Revised: 04 December 2019  
Revised: 04 November 2019  
Revised: 20 May 2019  
Revised: 30 January 2019  
23 August 2017  
Page 2 of 2

4. North 15°56'21" West, a distance of 386.35 feet through a pin and cap, identified Langan Engineering, set 24.40 feet from the edge of Parkers Creek; thence
5. Along Parkers Creek, North 67°09'42" East, a distance of 147.36 feet to a point; thence
6. South 84°40'29" East, a distance of 149.02 feet to a pin and cap, identified Langan Engineering, set; thence
7. North 83°04'22" East, a distance of 44.99 feet to a point; thence
8. North 67°11'12" East, a distance of 114.11 feet to a point; thence
9. North 03°41'51" West, a distance of 104.57 feet to a point; thence
10. North 63°59'48" East, a distance of 19.28 feet to a point; thence
11. South 88°15'51" East, a distance of 13.95 feet to a point; thence
12. South 58°47'53" East, a distance of 32.84 feet to a point; thence
13. North 79°30'55" East, a distance of 56.56 feet to a point, said point being 55.81 feet from a pin and cap, identified Langan Engineering, set; thence
14. South 21°26'48" East, a distance of 378.91 feet to a pin and cap, identified Langan Engineering, set on the northerly line of aforementioned Russel Avenue; thence
15. Along said northerly line, South 46°42'30" West, a distance of 149.02 feet to a pin and cap, identified Langan Engineering, set at the point of curvature; thence
16. Southerly along a curve to the right, having an arc distance of 57.19 feet, a radius of 150.00 feet and a central angle of 21°50'42" and being subtended by a chord which bears South 57°37'51" West, a distance of 56.84 feet to the point of BEGINNING.

Encompassing an area of 249,751 Sq. Ft. or 5.733 acres.

This description is prepared in accordance with a plan entitled, "Boundary Survey, Fort Monmouth, Squier Hall, Borough of Oceanport, Monmouth County, New Jersey" prepared by Langan Engineering and Environmental Services, Parsippany, New Jersey, Job No. 100741801, dated October 29, 2018 and last revised December 4, 2019, Drawing No. VB101.

David R. Avery  
Professional Land Surveyor  
New Jersey License No. 24GS03964600

NJ Certificate of Authorization No. 24GA27896400  
Z:\PARData\100741801\Project Data\Discipline\Survey\Office Data\Descriptions\100741801-Squier Hall Description Rev 12-04-2019.docx

**LANGAN**

16

**EXHIBIT B – FISCAL PLAN AND ESTIMATED RENTAL SCHEDULE**

## **EXHIBIT 13**

### **PROJECT PRO FORMA**

**Adaptive Reuse of Squier Hall, a designated Historic Building on the  
Campus of the former Fort Monmouth Army Base, as the  
Monmouth County Campus of New Jersey City University**

**283 Sherrill Avenue, Block 110.09, Lot 1,  
Oceanport, New Jersey 07750**

Exhibit 13 is a composite exhibit consisting of three (3) pages. The first page is a Summary of Total Development Costs, which indicates an overall expense of \$22,442,660.00, to be financed via private equity (\$8,977,064.00) and a traditional bank construction loan (\$13,465,596.00). The Total Development Costs are comprised of all construction costs (including pre-redevelopment expenses, such as demolition costs and the expense of an emergency roof replacement), all land acquisition costs, all soft costs, including architectural and engineering fees, and all financing costs.

The second page of the composite Exhibit 13 sets forth the formulaic Fixed Rent calculation for two periods of time, to wit: (1) during the first five years of the Lease; and (2) from year six of the Lease and all years thereafter. Complete details regarding the computation of Fixed Rent are set forth in Section 4.1 of the Development and Lease Agreement and the Section 2 of the Second Amendment to the Development and Lease Agreement, as well as in new Exhibit 4.1.(b) of the Second Amendment.

The third page of the composite Exhibit 13 is a Pro Forma Rent Schedule (including gross rent payments, triple net lease impositions, debt service payments, management fees, and net cash or net annual revenue, which reflects a return on equity of slightly less than 6.0% during years one through five and slightly more than 8.5% thereafter, a return on equity that is significantly less than typical returns on equity for rental investments.

Squire's Hall  
Development Cost Summary

|                                      | Total                | Equity               | Loan                          |
|--------------------------------------|----------------------|----------------------|-------------------------------|
| <b>Land</b>                          |                      |                      |                               |
|                                      | \$ 650,000           | \$ 650,000           |                               |
| <b>Hard Costs</b>                    |                      |                      |                               |
| DelSano Soft Costs                   | \$ 2,213,548         | \$ -                 |                               |
| DelSano Hard Costs                   | \$ 13,434,612        | \$ -                 |                               |
| Total DelSano                        | \$ 15,648,160        | \$ 2,182,564         | \$ 13,465,596                 |
| Contingency                          | \$ 480,000           | \$ 480,000           | 3% of Fixed Price Contract    |
| Total Hard Costs                     | \$ 16,128,160        | \$ 2,662,564         | \$ 13,465,596                 |
| <b>Soft Costs</b>                    |                      |                      |                               |
| Legal (Approvals & Lease)            | \$ 965,000           | \$ 965,000           | Actual to date plus \$50,000  |
| Architectural                        | \$ 854,000           | \$ 854,000           | Signed Agreement              |
| Engineering                          | \$ 475,000           | \$ 475,000           | Best estimate                 |
| Other Professional fees              | \$ 50,000            | \$ 50,000            | Consultants                   |
| Permits (Site/Building)/Applications | \$ 150,000           | \$ 150,000           | Approximates 1% of hard costs |
| Escrow Fees                          | \$ 50,000            | \$ 50,000            | Fees to town and county       |
| Ownership Costs & GR                 | \$ 50,000            | \$ 50,000            | Best estimate                 |
| Ownership Insurance (BR & Umb)       | \$ 70,000            | \$ 70,000            | Best estimate                 |
| Construction Fee (CTC Fee)           | \$ 269,700           | \$ 269,700           | Fee to NJCU representative    |
| Development Fee (PRC)                | \$ 1,024,000         | \$ 1,024,000         | Fee to PRC as owner/developer |
| Commission                           | \$ 723,100           | \$ 723,100           | Grid Realty                   |
| Total Soft Costs                     | \$ 4,680,800         | \$ 4,680,800         |                               |
| <b>Closing Costs</b>                 |                      |                      |                               |
| Capitalized Interest Fund (9/1/21)   | \$ 806,400           | \$ 806,400           | Prime + 1%                    |
| Origination fees                     | \$ 117,300           | \$ 117,300           | 3/4 point                     |
| Title Ins., Survey, Appraisal, etc.  | \$ 60,000            | \$ 60,000            | Best estimate                 |
| Total Issuance Costs                 | \$ 983,700           | \$ 983,700           |                               |
| <b>Total Development Budget</b>      | <b>\$ 22,442,660</b> | <b>\$ 8,977,064</b>  | <b>\$ 13,465,596</b>          |
| <b>Equity/Debt Structure</b>         |                      |                      |                               |
| Equity - 40%                         | \$ 8,977,064         | Equity - 35%         | \$ 7,854,931                  |
| Debt - 60%                           | \$ 13,465,596        | Debt - 65%           | \$ 14,587,729                 |
| <b>Total Sources</b>                 | <b>\$ 22,442,660</b> | <b>Total Sources</b> | <b>\$ 22,442,660</b>          |

### Squire's Hall Fixed Rent Calculation

Total Development Cost: \$22,442,660  
 Equity @ 35%: \$7,854,931  
 Debt @ 65%: \$14,587,729

Term of Mortgage: 35 years, 5 years Interest Only  
 Mortgage Interest Rate: 4.25%

#### Years 1-5

Monthly Mortgage Payment Years 1-5: \$51,665  
 Monthly Fixed Rent:  
 Debt Component: \$51,665  
 Equity Component: \$78,549  
 Total Monthly Fixed Rent: \$130,214  
 Annual Fixed Rent: \$1,562,570

#### Years 6+

Monthly Mortgage Payment Year 6+: \$71,763  
 Monthly Fixed Rent:  
 Debt Component: \$71,763  
 Equity Component: \$78,549  
 Total Monthly Fixed Rent: \$150,312  
 Annual Fixed Rent: \$1,803,746

Squire's Hall Rent  
Pro forma Rent

|                                           | Year 1              | Year 2              | Year 3              | Year 4              | Year 5              | Years 6 - 35        |
|-------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Annual rent from Cost of Construction (a) | \$ 1,562,570        | \$ 1,562,570        | \$ 1,562,570        | \$ 1,562,570        | \$ 1,562,570        | \$ 1,803,746        |
| PILOT payments (b)                        | \$ 245,323          | \$ 245,323          | \$ 245,323          | \$ 245,323          | \$ 245,323          | \$ 283,188          |
| Property and Casualty Insurance           | \$ 86,500           | \$ 86,500           | \$ 86,500           | \$ 86,500           | \$ 86,500           | \$ 86,500           |
| <b>Total Rent and Impositions</b>         | <b>\$ 1,894,393</b> | <b>\$ 1,894,393</b> | <b>\$ 1,894,393</b> | <b>\$ 1,894,393</b> | <b>\$ 1,894,393</b> | <b>\$ 2,173,434</b> |
| Less:                                     |                     |                     |                     |                     |                     |                     |
| Management Fees ©                         | \$ (75,776)         | \$ (75,776)         | \$ (75,776)         | \$ (75,776)         | \$ (75,776)         | \$ (86,937)         |
| PILOT payments (b)                        | \$ (245,323)        | \$ (245,323)        | \$ (245,323)        | \$ (245,323)        | \$ (245,323)        | \$ (283,188)        |
| Property and Casualty Insurance           | \$ (86,500)         | \$ (86,500)         | \$ (86,500)         | \$ (86,500)         | \$ (86,500)         | \$ (86,500)         |
| Debt Service Payment                      | \$ (949,125)        | \$ (949,125)        | \$ (949,125)        | \$ (949,125)        | \$ (949,125)        | \$ (949,125)        |
| <b>Net Cash</b>                           | <b>\$ 537,670</b>   | <b>\$ 537,670</b>   | <b>\$ 537,670</b>   | <b>\$ 537,670</b>   | <b>\$ 537,670</b>   | <b>\$ 767,684</b>   |

(a) Annual costs based on an Interest Rate of 4.25%

(b) Payment is based on 15.7% of annual rent

© Payment is based on 4% of revenues

## EXHIBIT 14

### PROJECT FINANCING PLAN

**Adaptive Reuse of Squier Hall, a designated Historic Building on the  
Campus of the former Fort Monmouth Army Base, as the  
Monmouth County Campus of New Jersey City University**

**283 Sherrill Avenue, Block 110.09, Lot 1,  
Oceanport, New Jersey 07750**

The estimated annual gross revenues (rent receipts) and anticipated annual services charges (PILOT charges) that will be generated by the Project are set forth in Exhibit 13 of this Long-Term Tax Abatement Application. Also set forth in the *pro forma* Rent Schedule (Exhibit 13) are the limited impositions (payable by the Tenant under the provisions of the triple net Lease) and limited expenses or costs of operations that produce anticipated net cash or net revenues.

The anticipated Total Project Costs or Total Development Costs are also contained in Exhibit 13. The total figure set forth (\$22,442,660.00) is different than the Estimated Construction Costs reflected in Exhibit 11, because Exhibit 11 does not include land acquisition costs, soft costs (except for architectural and engineering fees), financing costs, or pre-redevelopment expenses, such as demolition costs and the expense of an emergency roof replacement. However, all of those costs are disclosed in Exhibit 13 and referred to here, because they are germane for the purpose of providing a complete picture of development expenditures and the components involved in the calculation of formulaic rent, which also forms a part of Exhibit 13.

Initial efforts to finance the Project were pursued by the means of the issuance of taxable conduit revenue bonds through and with the Wisconsin-based Public Finance Authority. However, the combined effects of: (1) a reduction in the bond rating of New Jersey City University; (2) the inability to secure bond insurance for the prospective bond issue; and (3) the prevailing COVID-19 economic environment and related business dynamics necessitated the consideration of alternative Project financial planning. As a consequence, construction of the Project will be financed through the use of private equity capital and traditional institutional (bank) construction financing. The construction loan will be replaced by a transition to a mini-perm or permanent mortgage loan from a traditional lender (most likely, the same institution as the lender of the construction loan).

## **EXHIBIT 15**

### **PRIVATE FINANCING COMMITMENTS**

**Adaptive Reuse of Squier Hall, a designated Historic Building on the  
Campus of the former Fort Monmouth Army Base, as the  
Monmouth County Campus of New Jersey City University**

**283 Sherrill Avenue, Block 110.09, Lot 1,  
Oceanport, New Jersey 07750**

Initial efforts to finance the Project were pursued by the means of the issuance of taxable conduit revenue bonds through and with the Wisconsin-based Public Finance Authority. However, the combined effects of: (1) a reduction in the bond rating of New Jersey City University; (2) the inability to secure bond insurance for the prospective bond issue; and (3) the prevailing COVID-19 economic environment and related business dynamics necessitated the consideration of alternative Project financial planning.

The Applicant/Owner/Redeveloper has applied for and has received a verbal commitment from OceanFirst Bank, headquartered in Toms River, New Jersey. A written commitment is expected by June 19, 2020. The salient terms of the loan are as follows: (1) a maximum construction period of eighteen (18) months, followed by a permanent mortgage loan; the overall term of which, including the construction period, shall not exceed ten (10) years; (2) an interest rate of prime plus one (1%) percent during construction; (3) the interest rate for the permanent mortgage will be based upon an index, with a floor of 3.75%; and (4) during the construction phase, only interest shall be payable, and, during the permanent phase, principal shall be amortized based upon a 25-year repayment schedule. It is anticipated that the OceanFirst loan will be closed by the end of July, 2020.



# BOROUGH OF OCEANPORT

7.1.b

- COUNTY OF MONMOUTH -  
MUNICIPAL BUILDING  
315 E. MAIN STREET • OCEANPORT, N.J. 07757  
(732) 222-8221 • FAX (732) 222-0904

July 1, 2020

Jeanne Smith, Borough Clerk  
Borough of Oceanport  
315 East Main Street  
Oceanport, New Jersey 07757

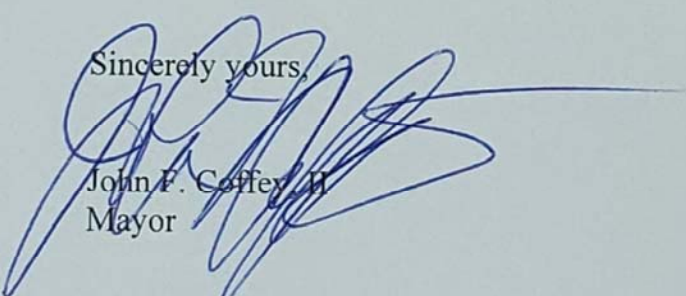
**Re: Long Term Tax Exemption Application  
KKF University Enterprises Urban Renewal, LLC**

Dear Ms. Smith:

In accordance with the requirements of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the "Long Term Tax Exemption Law"), I have received the application, financial agreement and related documents submitted by KKF University Enterprises Urban Renewal, LLC (the "Applicant") for the proposed adaptive re-use and renovation of approximately 43,000 square feet of the Squier Hall Building, the demolition of all other buildings and ancillary structures on the hereinafter defined Property, including buildings designated as Building #288 and #145, and the construction and installation of associated site improvements, utilities, landscaping and other improvements (collectively, the "Project") on property commonly known on the tax maps of the Borough as Block 110.09, Lot 1 (the "Property"). The Project will provide both short- and long-term economic development advantages to the Borough inasmuch as it will create both construction and permanent jobs in the Borough and will further commerce, education and economic development at the former Fort Monmouth.

I believe the Project is a desirable and beneficial improvement in the Borough and that the use of the Long Term Tax Exemption Law will further the Borough in advancing the development, growth and integration of educational uses at the former Fort Monmouth. Therefore, I recommend that the Long Term Tax Exemption application be favorably considered by the Borough Council for the Applicant, provided that all legal prerequisites have been met.

Sincerely yours,

  
John F. Coffey II  
Mayor

**From:** [Matthew D. Jessup](#)  
**To:** [Donna Phelps](#); [Jennifer Edwards](#); [Oceanport Mayor](#); [sarnette@arnettelaw.com](mailto:sarnette@arnettelaw.com); [Jeanne Smith](#)  
**Cc:** [Laure Lee](#); [Richard Gallo](#)  
**Subject:** Re: KKF University - Acacia Draft Report  
**Date:** Thursday, August 20, 2020 2:50:34 PM

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Donna - I'm out of the office moving our freshman into her dorm but we are deferring the matter to the September meeting. Will certainly take a look at those provisions before the next meeting. Thanks.

Matthew D. Jessup, Esq.  
 McManimon, Scotland & Baumann, LLC  
 + mobile: (908) 868-4851  
 + work: (973) 622-4850

---

**From:** Donna Phelps <dphelps@oceanportboro.com>  
**Sent:** Thursday, August 20, 2020 2:23:21 PM  
**To:** Matthew D. Jessup <MJessup@MSBNJ.COM>; Jennifer Edwards <JEdwards@acaciafin.com>; Oceanport Mayor <mayor@oceanportboro.com>; sarnette@arnettelaw.com <sarnette@arnettelaw.com>; Jeanne Smith <JSmith@oceanportboro.com>  
**Cc:** Laure Lee <LLee@MSBNJ.COM>; Richard Gallo <cgallo@oceanportboro.com>  
**Subject:** RE: KKF University - Acacia Draft Report

Matt – I just got off the phone with Council President Gall and he was questioning the references in kk. and rr. of the General Definitions (Page 8 of Financial Agreement) as they pertain to Tenants and Rental Units. In addition, page 13, 4.5 (C) references “Any lease of a Rental Unit to a Tenant.....”. Can these references be eliminated since there are no rental units or tenants? Thanks.

Donna

---

**From:** Matthew D. Jessup <MJessup@MSBNJ.COM>  
**Sent:** Wednesday, August 19, 2020 9:20 PM  
**To:** Donna Phelps <dphelps@oceanportboro.com>; Jennifer Edwards <JEdwards@acaciafin.com>; Oceanport Mayor <mayor@oceanportboro.com>; sarnette@arnettelaw.com; Jeanne Smith <JSmith@oceanportboro.com>  
**Cc:** Laure Lee <LLee@MSBNJ.COM>  
**Subject:** RE: KKF University - Acacia Draft Report

Donna – The Borough did declare both Lots 1 and 2 as an area in need of redevelopment. However, only Lot 1 is part of the tax exemption. So, those two recitals are correct as drafted.

I think we can live with the Entity reference. Between ownership records of Lot 1, the Tax Exemption Application on file with the Clerk's Office and the form of Financial Agreement attached to the Ordinance, my view is that the Entity can be sufficiently identified.

Thanks.

**Matthew D. Jessup, Esq.**  
**McManimon, Scotland & Baumann, LLC**

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+ **Mobile:** 908-868-4851  
 + **Office:** 973-622-4850  
 + **Web:** [www.msbnj.com](http://www.msbnj.com)

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**From:** Donna Phelps <[dphelps@oceanportboro.com](mailto:dphelps@oceanportboro.com)>  
**Sent:** Wednesday, August 19, 2020 8:22 PM  
**To:** Matthew D. Jessup <[MJessup@MSBNJ.COM](mailto:MJessup@MSBNJ.COM)>; Jennifer Edwards <[JEdwards@acaciafin.com](mailto:JEdwards@acaciafin.com)>; Oceanport Mayor <[mayor@oceanportboro.com](mailto:mayor@oceanportboro.com)>; [sarnette@arnettelaw.com](mailto:sarnette@arnettelaw.com); Jeanne Smith <[JSmith@oceanportboro.com](mailto:JSmith@oceanportboro.com)>  
**Cc:** Laure Lee <[LLee@MSBNJ.COM](mailto:LLee@MSBNJ.COM)>  
**Subject:** RE: KKF University - Acacia Draft Report

Thanks Matt. It was just two things that jumped out at me regarding the Ordinance. The 1<sup>st</sup> page refers to the property as Block 110.09, Lots 1 and 2. However, as you continue in the Ordinance, the property is referred to as Block 110.09, Lot 1 (only). Also, the 5<sup>th</sup> WHEREAS refers to the Entity as the owner but the Ordinance doesn't clarify who the Entity is.

Donna

---

**From:** Matthew D. Jessup <[MJessup@MSBNJ.COM](mailto:MJessup@MSBNJ.COM)>  
**Sent:** Wednesday, August 19, 2020 8:00 PM  
**To:** Donna Phelps <[dphelps@oceanportboro.com](mailto:dphelps@oceanportboro.com)>; Jennifer Edwards <[JEdwards@acaciafin.com](mailto:JEdwards@acaciafin.com)>; Oceanport Mayor <[mayor@oceanportboro.com](mailto:mayor@oceanportboro.com)>; [sarnette@arnettelaw.com](mailto:sarnette@arnettelaw.com); Jeanne Smith <[JSmith@oceanportboro.com](mailto:JSmith@oceanportboro.com)>  
**Cc:** Laure Lee <[LLee@MSBNJ.COM](mailto:LLee@MSBNJ.COM)>  
**Subject:** RE: KKF University - Acacia Draft Report

Donna – Please see attached, complete PDF version with the Exhibits. With respect to your comments below, while we don't always add those dates and numbers until after approval and prior to execution since they aren't always known, we did add them to the attached since you provided them. Thanks for providing!

The date of the Mayor's Approval Letter can follow after adoption and prior to execution. It did not require any Council action so you won't see anything on an agenda.

I hadn't heard about Councilman Gallo's comment, but it is a good one and that language has been cut.

Let me know what concerns you may have with the ordinance?

Thanks.

**Matthew D. Jessup, Esq.**  
**McManimon, Scotland & Baumann, LLC**

+ **Mobile:** 908-868-4851  
 + **Office:** 973-622-4850  
 + **Web:** [www.msbnj.com](http://www.msbnj.com)

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**From:** Donna Phelps <[dphelps@oceanportboro.com](mailto:dphelps@oceanportboro.com)>  
**Sent:** Wednesday, August 19, 2020 5:13 PM  
**To:** Matthew D. Jessup <[MJessup@MSBNJ.COM](mailto:MJessup@MSBNJ.COM)>; Jennifer Edwards <[JEdwards@acaciafin.com](mailto:JEdwards@acaciafin.com)>;  
 Oceanport Mayor <[mayor@oceanportboro.com](mailto:mayor@oceanportboro.com)>; [sarnette@arnettelaw.com](mailto:sarnette@arnettelaw.com); Jeanne Smith  
 <[JSmith@oceanportboro.com](mailto:JSmith@oceanportboro.com)>  
**Subject:** RE: KKF University - Acacia Draft Report

Thanks Matt. There are a couple of discrepancies in the Financial Agreement as follows:

Page 1 – Correct Oceanport address to 315 E. Main Street

Page 3 – Dates are missing. I’m not sure which date the Mayor recommended to the Governing body that the application be approved. I looked back on our June agendas and don’t see anything that deals with KKF. The Ordinance was introduced on July 16<sup>th</sup> and the Ordinance # is 1028.

Page 8 – Makes reference to “will preserve and improve the quality affordable rental housing” – Councilman Gallo pointed this out during our July meeting and was advised that this clause should not be included and would be eliminated. It is still in the document  
 There are no Exhibits attached to the agreement.

Did you prepare the Ordinance? There are also some discrepancies in that document that I think need to be addressed.

Donna

---

**From:** Matthew D. Jessup <[MJessup@MSBNJ.COM](mailto:MJessup@MSBNJ.COM)>  
**Sent:** Wednesday, August 19, 2020 4:45 PM  
**To:** Jennifer Edwards <[JEdwards@acaciafin.com](mailto:JEdwards@acaciafin.com)>; Oceanport Mayor <[mayor@oceanportboro.com](mailto:mayor@oceanportboro.com)>;  
[sarnette@arnettelaw.com](mailto:sarnette@arnettelaw.com); Jeanne Smith <[JSmith@oceanportboro.com](mailto:JSmith@oceanportboro.com)>; Donna Phelps  
 <[dphelps@oceanportboro.com](mailto:dphelps@oceanportboro.com)>  
**Subject:** RE: KKF University - Acacia Draft Report

Donna and Jeanne – Attached please find a further revised version of the Financial Agreement that is Appendix A to the Ordinance Approving the Financial Agreement. The attached changes have been

made to ensure consistency with the conclusions reached in the Acacia Report, circulated below. The attached is cumulative of the version I sent on Monday. As noted in my email on Monday, the attached changes are to the financial benefit of the Borough.

If you have any questions, please do not hesitate to contact me. Thanks.

**Matthew D. Jessup, Esq.**  
**McManimon, Scotland & Baumann, LLC**

-----  
 + **Mobile:** 908-868-4851  
 + **Office:** 973-622-4850  
 + **Web:** [www.msbnj.com](http://www.msbnj.com)

---

**From:** Jennifer Edwards <[JEdwards@acaciafin.com](mailto:JEdwards@acaciafin.com)>  
**Sent:** Wednesday, August 19, 2020 4:12 PM  
**To:** Oceanport Mayor <[mayor@oceanportboro.com](mailto:mayor@oceanportboro.com)>; [sarnette@arnettelaw.com](mailto:sarnette@arnettelaw.com);  
[JSmith@oceanportboro.com](mailto:JSmith@oceanportboro.com); [dphelps@oceanportboro.com](mailto:dphelps@oceanportboro.com)  
**Cc:** Matthew D. Jessup <[MJessup@MSBNJ.COM](mailto:MJessup@MSBNJ.COM)>  
**Subject:** KKF University - Acacia Draft Report

Good afternoon,  
 In connection with the application for long term tax exemption submitted by KKF University Enterprises Urban Renewal, LLC, attached please find Acacia Financial Group's report regarding our review.

Thank you,  
 Jen

***Jennifer G. Edwards, Managing Director***

Acacia Financial Group, Inc.  
 6000 Midlantic Drive  
 Suite 410 North  
 Mount Laurel, NJ 08054  
 Tel: 856-234-2266  
 Fax: 856-234-6697  
 Cell: 856-912-2790  
[jedwards@acaciafin.com](mailto:jedwards@acaciafin.com)

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING THE BOROUGH OF OCEANPORT TO APPLY FOR A 2020  
MONMOUTH COUNTY MUNICIPAL OPEN SPACE GRANT FOR THE  
COMMUNITY CENTER PARK IMPROVEMENTS PROJECT**

**Resolution**

**WHEREAS**, the Monmouth County Board of Chosen Freeholders has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County park, recreation, conservation and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

**WHEREAS**, the Governing Body of **the Borough of Oceanport** desires to obtain County Open Space Trust Funds in the amount of **\$175,000.00** to fund **the Community Center Park Improvements project, located at 8 Iroquois Ave, Block 6, Lot 1, that consists of the enhancement of the ballfield, renovation of the parking lot, replacement of the tennis court fence, accessible walkways, curbing and landscaping for recreation;** and

**WHEREAS**, the total cost of the project including all matching funds is **\$350,000.00**; and

**WHEREAS**, the **Borough of Oceanport** is the owner of and controls the project site.

**NOW, THEREFORE, BE IT RESOLVED BY the Mayor and Council of the Borough of Oceanport THAT:**

1. **Donna Phelps, Administrator** or his/her successor is authorized to (a) make an application to the County of Monmouth for Open Space Trust Funds, (b) provide additional application information and furnish such documents as may be required for the Municipal Open Space Grants Program and (c) act as the municipal contact person and correspondent of the above named municipality; and
2. The **Borough of Oceanport** is committed to this project and will provide the balance of funding necessary to complete the project as described in the grant application in the form of non-county matching funds as required in the Policy and Procedures Manual for the Program; and
3. If the County of Monmouth determines that the application is complete and in conformance with the Monmouth County Municipal Open Space Program and the Policy and Procedures Manual for the Municipal Grants Program adopted thereto, the municipality is willing to use the approved Open Space Trust Funds in accordance with such policies and procedures, and applicable federal, state, and local government rules, regulations and statutes thereto; and
4. **John F. Coffey II, Mayor** or his/her successor is hereby authorized to sign and execute any required documents, agreements, and amendments thereto with the County of Monmouth for the approved Open Space Trust Funds; and
5. This resolution shall take effect immediately.

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

**Resolution**

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

**WHEREAS**, said renewed membership terminates as of December 31, 2020 unless earlier renewed by agreement between the Municipality and the Fund; and

**WHEREAS**, the Municipality desires to renew said membership,

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

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

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

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

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

**WHEREAS**, effective December 31, 2020, said membership will expire unless earlier renewed, and;

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

**NOW THEREFORE**, it is agreed as follows:

1. Oceanport hereby renews its membership in the Monmouth Municipal Joint Insurance Fund for a three (3) year period, beginning January 1, 2021 and ending December 31, 2023\*.
2. The Oceanport hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Monmouth Municipal Joint Insurance Fund as from time to time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. Oceanport agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.  
\*12:01 am
4. In consideration of the continuing membership of Oceanport in the Monmouth Municipal Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of Oceanport.
5. Executed the day \_\_\_\_\_ of \_\_\_\_\_, 2020 as the lawful and binding act and deed of the Mayor and Borough Clerk, which execution has been duly authorized by public vote of the governing body.

\_\_\_\_\_  
MAYOR JOHN F. COFFEY, II

ATTEST

\_\_\_\_\_  
JEANNE SMITH  
BOROUGH CLERK

\_\_\_\_\_  
MONMOUTH MUNICIPAL  
JOINT INSURANCE FUND

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING REFUND FOR OVERPAYMENT OF PROPERTY TAXES  
BLOCK 96, LOT 1 ALSO KNOWN AS 83 BRIDGEWATERS DRIVE**

**Resolution**

**WHEREAS**, the following property is due a refund due to the double payment by the homeowner; and

**WHEREAS**, the Tax Collector is recommending that the amount of overpayment due be refunded

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Oceanport that the Tax Collector is hereby authorized to refund overpayment due to the property owner being exempt from taxes:

|                |                                                                      |            |
|----------------|----------------------------------------------------------------------|------------|
| Block 96 Lot 1 | Douglas R & Holly Mahler<br>83 Bridgewaters Dr<br>Oceanport NJ 07757 | \$5,423.62 |
|----------------|----------------------------------------------------------------------|------------|

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
AUTHORIZING USE OF BOROUGH ATHLETIC FACILITIES**

**Resolution**

**WHEREAS**, the Parks and Recreation Committee has recommended the following group(s) be approved for use of a Borough athletic facility for the purposes as indicated on application(s) as follows:

**Cub Scout Pack #58 Annual Camp Out, Blackberry Bay Park**

**WHEREAS**, as required by ordinance the Borough Council has considered the recommendations of said committee.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council that facility usage by the above referenced organizations is hereby granted for the dates, fields and times as reviewed and approved by the Recreation Committee.

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

### Resolution

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

**WHEREAS**, the Annual Report of Audit for the year CY2019 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the Governing Body; and

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

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

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

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

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

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

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH

We, members of the governing body of the Borough of Oceanport, in the County of Monmouth, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the Mayor and Council of the Borough of Oceanport.
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2019.
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled: General Comments, Recommendations and Auditor's Opinion.

Mayor John F. Coffey, II : \_\_\_\_\_

Council President: Richard Gallo: \_\_\_\_\_

Councilman William Deerin: \_\_\_\_\_

Councilman Bryan Keeshen: \_\_\_\_\_

Councilman Michael O'Brien: \_\_\_\_\_

Councilman Thomas Tvrdik: \_\_\_\_\_

Councilwoman Meghan Walker: \_\_\_\_\_

\_\_\_\_\_ Day of \_\_\_\_\_ 2020

\_\_\_\_\_  
Notary Public of New Jersey

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

**RESOLUTION OF THE BOROUGH OF OCEANPORT  
REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL  
GOVERNMENT SERVICES AMENDING THE 2020 MUNICIPAL BUDGET PER  
N.J.S.A. 40A:4-87 FOR DRUNK DRIVING ENFORCEMENT FUND**

**Resolution**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Oceanport hereby request the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2020 in the sum of \$440.00 which item is now available as a revenue from Drunk Driving Enforcement Fund pursuant to the provisions of statute; and

**BE IT FURTHER RESOLVED**, that a like sum of \$440.00 be and the same is hereby appropriated under the caption of Drunk Driving Enforcement Fund, \$440.00.

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

REMITTANCE ADVICE

Vendor: OCE00017 BOROUGH OF OCEANPORT PD  
PO: 20-16815 DESC: 8/1/2020 DWI SVCS;  
INV: B. RESNYK DWI AMT: 220.00  
INV: J. WEIR DWI AMT: 220.00

440.00

Check Date: 08/13/20 Check Amount: \$\*\*\*\*\*440.00

THE ATTACHED CHECK IS IN PAYMENT OF INVOICES LIST

PLEASE DETACH FOR YOUR RECORDS

CHECKS THAT ARE \$10,000 AND ABOVE WILL BE RETURNED BY THE BANK IF THEY ARE NOT PROPERLY ENDORSED.

TO REMOVE LIFT CHECK, FOLD, CREASE AND TEAR  
ALONG PERFORATION

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES

THE BOARD OF CHOSEN FREEHOLDERS OF THE  
COUNTY OF MONMOUTH  
HALL OF RECORDS FINANCE DEPARTMENT  
FREEHOLD, N.J. 07728-1256

CUR04 CURR IB

PAY TO THE ORDER OF

BOROUGH OF OCEANPORT PD  
222 MONMOUTH BOULEVARD  
PO BOX 370  
OCEANPORT, NJ 07757

Four Hundred Forty AND 00/100 Dollars

Investors Bank  
21 West Main Street

Freehold NJ 07728

539436

DATE

08/13/20

\$\*\*\*\*\*440.00

55-7203  
2212

This check must be cashed  
within six months under the  
provisions of the Uniform  
Commercial Code.

Craig R. Marshall  
DIRECTOR OF FINANCE  
Thomas A. Pappas  
DIRECTOR OF THE BOARD OF CHOSEN FREEHOLDERS

539436002212720310 999010570



# BOROUGH OF OCEANPORT

## MAYOR & COUNCIL

### MINUTES • JUNE 4, 2020

**Workshop****Maple Place School****7:00 PM****2 Maple Place, Oceanport, NJ 07757**

- I. **Meeting Called to Order:** Mayor Coffey called the meeting to order at 7:00 PM
- II. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by notification on June 1, 2020 of this virtual/remote meeting, its location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.

*Mayor Coffey then read the virtual/remote meeting advisory advising the public how to attend and participate during public portions of the meeting*

- III. **Flag Salute:** Mayor Coffey led attendees and the Council in the flag salute.
- IV. **Invocation:** Borough Chaplain Stacy Deerin gave the invocation.
- V. **Roll Call:**

| Attendee Name        | Title                  | Status | Arrived |
|----------------------|------------------------|--------|---------|
| Jay Coffey           | Mayor                  | Remote |         |
| William Deerin       | Councilman             | Remote |         |
| Richard Gallo        | Councilman             | Remote |         |
| Bryan Keeshen        | Councilman             | Absent |         |
| Michael O'Brien      | Councilman             | Remote |         |
| Thomas Tvrdik        | Councilman             | Remote |         |
| Meghan Walker        | Councilwoman           | Remote |         |
| Jeanne Smith         | Borough Clerk          | Remote |         |
| Scott Arnette        | Board Attorney         | Remote |         |
| Donna M. Phelps      | Borough Administrator  | Remote |         |
| Catherine D. LaPorta | Chief Financial Office | Remote |         |

VI. **Administrator's Report:**

VII. **Clerk's Report:**

1. Technology Services for New Municipal Complex
2. Liquor License Renewals

**June 18, 2020 Meeting Items:**

3. Resolution authorizing refund due to tax appeal - Block 41, Lot 2
4. Resolution authorizing refund due to tax appeal - Block 74, Lot 17
5. Resolution authorizing self-examination of the 2020 Municipal Budget
6. Receipt of Minutes from Recreation Committee, March 11, 2020
7. Receipt of Minutes from Recreation Committee, April 15, 2020
8. Mayor & Council - Regular Meeting - Apr 23, 2020 7:00 PM

**RESULT: MOVE FORWARD WITH NO OBJECTIONS**

# **VIII. RESOLUTIONS::**

**#2020-139** Resolution authorizing payment of BILL LIST 06-04-2020

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

**#2020-140** Resolution authorizing execution of Reimbursement Agreement with Monmouth County

**RESULT: ADOPTED [UNANIMOUS]**  
**MOVER:** William Deerin, Councilman  
**SECONDER:** Meghan Walker, Councilwoman  
**AYES:** Deerin, Gallo, O'Brien, Tvrdik, Walker  
**ABSENT:** Keeshen

**#2020-142** Resolution authorizing hiring of Michele Smallze to assist with Sea Bright Municipal Court

**RESULT: ADOPTED [UNANIMOUS]**  
**MOVER:** Meghan Walker, Councilwoman  
**SECONDER:** Richard Gallo, Councilman  
**AYES:** Deerin, Gallo, O'Brien, Tvrdik, Walker  
**ABSENT:** Keeshen

**#2020-143** Resolution awarding contract to Maser Consulting - CDBG Application

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

# **IX. Discussion Items:**

1. Boundary Line with Eatontown, Mayor Coffey
2. Proposal for On-Street Parking Along a Portion of Crescent Place, Councilman Tvrdik
3. Werah Place Bulkhead Replacement, Councilman Tvrdik

# **X. Petitions from the Public:**

**XI. Executive Session:** At 9:09 PM Councilman O'Brien made a motion to adopt the resolution to enter Executive Session which was seconded by Councilwoman Walker and received the following roll call.

**#2020-141** Resolution authorizing an Executive Session

**Litigation, Negotiations and the Attorney Client Privilege N.J.S.A. 10:4-12(b)(7)**  
 New Municipal Complex

Motion to Return to Regular Meeting

At 9:18 pm, the Mayor & Council returned from Executive Session and the regular meeting was reopened on

a motion by Council President Gallo and seconded by Councilman Deerin and approved by Council.

|                  |                                        |
|------------------|----------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>             |
| <b>MOVER:</b>    | Michael O'Brien, Councilman            |
| <b>SECONDER:</b> | Meghan Walker, Councilwoman            |
| <b>AYES:</b>     | Deerin, Gallo, O'Brien, Tvrdik, Walker |
| <b>ABSENT:</b>   | Keeshen                                |

- XII. Adjournment:** As there was no further business, the meeting was adjourned at 9:19 PM on a motion by Councilman Tvrdik, seconded by Councilman O'Brien and approved by Council.

Respectfully

submitted,

Jeanne  
BOROUGH CLERK

Smith



# BOROUGH OF OCEANPORT

## MAYOR & COUNCIL

MINUTES • JUNE 18, 2020

**Regular Meeting**

**Maple Place School**

**7:00 PM**

**2 Maple Place, Oceanport, NJ 07757**

**I. Call to Order:** Mayor Coffey called the meeting to order at 7:00 PM

**II. Statement of Compliance with Open Public Meetings Act:** This meeting further complies with the Open Public Meetings Act by notification on June 1, 2020 of this virtual/remote meeting, its location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.

*Mayor Coffey then read the virtual/remote meeting advisory advising the public how to attend and participate during public portions of the meeting*

**III. Flag Salute:** Mayor Coffey led the attendees and members of the Council in the flag salute

**IV. Invocation:** Borough Chaplain Stacy Deerin gave the invocation and blessing over the Oceanport Police Department.

**V. Roll Call:**

| Attendee Name        | Title                  | Status | Arrived |
|----------------------|------------------------|--------|---------|
| Jay Coffey           | Mayor                  | Remote |         |
| William Deerin       | Councilman             | Remote |         |
| Richard Gallo        | Councilman             | Remote |         |
| Bryan Keeshen        | Councilman             | Remote |         |
| Michael O'Brien      | Councilman             | Remote |         |
| Thomas Tvrdik        | Councilman             | Remote |         |
| Meghan Walker        | Councilwoman           | Remote |         |
| Jeanne Smith         | Borough Clerk          | Remote |         |
| Donna M. Phelps      | Borough Administrator  | Remote |         |
| Scott Arnette        | Board Attorney         | Remote |         |
| Catherine D. LaPorta | Chief Financial Office | Remote |         |

**VI. GUEST: Count Basie Theater / Monmouth Park:**

**VII. Administrators Report:**

**VIII. Clerk's Report:**

1. Request for Street Vacation - Mohican Ave
2. Request to install curbing in Borough Right of Way - 46 Sagamore Ave

**IX. Consent Agenda:**

- #2020-144** 1. Resolution authorizing payment of BILL LIST 06-18-2020
- #2020-145** 2. Resolution authorizing waiver of the 2020 Budget Reading in Full
- #2020-146** 3. Resolution authorizing self-examination of the 2020 Municipal Budget
- #2020-147** 4. Resolution authorizing refund due to tax appeal - Block 41, Lot 2
- #2020-148** 5. Resolution authorizing refund due to tax appeal - Block 74, Lot 17
- #2020-149** 6. Resolution appointments to Boards & Committees, Water Watch
7. Receipt of Minutes from Recreation Committee, March 11, 2020
8. Receipt of Minutes from Recreation Committee, April 15, 2020

## 9. Receipt &amp; Acceptance of March, April, May 2020 Monthly Report - Hook &amp; Ladder

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

## X. Minutes:

## 1. Mayor &amp; Council - Regular Meeting - Apr 23, 2020 7:00 PM

**RESULT:** ACCEPTED [UNANIMOUS]  
**MOVER:** Bryan Keeshen, Councilman  
**SECONDER:** William Deerin, Councilman  
**AYES:** Deerin, Gallo, Keeshen, O'Brien, Tvrdek, Walker

- XI. PUBLIC HEARING: 2021 Community Development Block Grant Application:** The Clerk advised that notice of a public hearing on the 2021 Community Development Block Grant Application was published in the Asbury Park Press on June 6, 2020. Kelsey Howard and Bill White, Borough Engineer, Maser Consulting, presented a proposed project for the 2021 Monmouth County Community Development Block Grant Application for a maximum of \$200,000. Ms. Howard described the eligible area for projects and that the proposed project was located within the eligible area and would entail an expansion of the existing parking lot at the Old Wharf House located in Old Wharf Park. The parking for this building used by the seniors and other community groups is not sufficient for the building and does not have adequate lighting. It will include ADA compliant sidewalks, curbing, milling and re-paving and landscaping. Mr. White added that the scope of the project relocates the handicap spaces closer to the building and nearly double the number of spaces. Questions from Council included overlay, should there be more than 2 handicap spaces and the loss of the bocce ball courts which was referred to the Recreation Committee for consideration on a new location. Councilman Gallo asked why it was not designed for 2 entrances/exits which Mr. White explained due to its proximity to the intersection with Pemberton Ave. and for another entrance it would best be 200' away which creates conflicts and increases impervious coverage.

**PUBLIC:** Mayor Coffey then opened the meeting to the public for comments/questions.

Mark Patterson, 40 Itaska Place, asked if it had been considered in the future to pave the auxiliary lot across the street (used by First Aid). Mayor Coffey answered the concern was that entices people to use it and then walk across the street. Councilman Deerin added that was one of the reasons for the expansion - safety concerns for pedestrians crossing the street from the overflow lot.

Annie DiDomenico, 1 Leeward Court, have they figured out what would be done with the bocce ball courts. Mayor Coffey responded that it was being forwarded to the Recreation Committee for consideration maybe at Evergreen Park or one of the larger parks.

As no one else from the public wished to be heard, Councilman Deerin made a motion to close the public hearing, which was seconded by Councilwoman Walker and approved by Council.

## XII. Resolutions:

## #2020-150 Resolution authorizing submittal of CDBG application for improvements at Old Wharf Park

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Richard Gallo, Councilman  
**SECONDER:** Bryan Keeshen, Councilman  
**AYES:** Deerin, Gallo, Keeshen, O'Brien, Tvrdek, Walker

**#2020-151** Resolution awarding contract to Intron Technologies - IT Services for New Police Building

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

**#2020-152** Resolution awarding contract to Intron Technologies - IT Services for New Municipal Building

**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** William Deerin, Councilman  
**SECONDER:** Bryan Keeshen, Councilman  
**AYES:** Deerin, Gallo, Keeshen, O'Brien, Tvrdek, Walker

**#2020-153** Resolution authorizing submittal of NJDOT Grant Application - Comanche Dr Phase 2

**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Richard Gallo, Councilman  
**SECONDER:** Thomas Tvrdek, Councilman  
**AYES:** Deerin, Gallo, Keeshen, O'Brien, Tvrdek, Walker

**#2020-154** Resolution requesting waiver of 390-17(F) - 46 Sagamore Ave

**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Meghan Walker, Councilwoman  
**SECONDER:** William Deerin, Councilman  
**AYES:** Deerin, Gallo, Keeshen, O'Brien, Tvrdek, Walker

**#2020-155** Resolution approving Special Event Permit for Drive Up Concert Southside Johnny

**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Michael O'Brien, Councilman  
**SECONDER:** Thomas Tvrdek, Councilman  
**AYES:** Deerin, Gallo, Keeshen, O'Brien, Tvrdek, Walker

**#2020-156** Resolution approving Special Event Permit for Drive In Concert Comedian Jim Gaffigan

**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Meghan Walker, Councilwoman  
**SECONDER:** Thomas Tvrdek, Councilman  
**AYES:** Deerin, Gallo, Keeshen, O'Brien, Tvrdek, Walker

**XIII. First Reading Ordinances:**

Introduction of An Ordinance to provide for on-street parking for a portion of Crescent Place

Councilman Tvrdek called for the introduction of "ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AMENDING ORDINANCE § 64-3 and §64-33 TO AUTHORIZE THE RECONFIGURATION AND CONSTRUCTION OF PUBLIC, ON-STREET PARKING ALONG THE WIDTH OF BLOCK 127, LOT 4 AND TO PERMIT PARKING DURING CERTAIN TIMES ON CRESCENT PLACE" and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdek moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of July 16, 2020 and to advertise same in accordance with the law, which was seconded by Councilman Keeshen.

|                  |                                                 |                                |
|------------------|-------------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>APPROVED OF FIRST READING [UNANIMOUS]</b>    | <b>Next: 7/16/2020 7:30 PM</b> |
| <b>MOVER:</b>    | Thomas Tvrdik, Councilman                       |                                |
| <b>SECONDER:</b> | Bryan Keeshen, Councilman                       |                                |
| <b>AYES:</b>     | Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker |                                |

**XIV. Committee Reports:**

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

**XV. Mayor Coffey's Report:****XVI. Petitions from the public:** Mayor Coffey opened the meeting to petitions from the public. Public was advised to click button on "raise hand" to want to speak, email to [publiccomments@oceanportboro.com](mailto:publiccomments@oceanportboro.com) or call the meeting line at 732.272.8337.

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

**XVII. Request for Use of Blackberry Bay Boat Ramp - Memorial for Resident Mark Franco:** Ms. Smith requested an additional item be added to the Agenda which was made with no objections.

Ms. Smith advised that a request had been received by a resident who was organizing a boat procession in honor of Oceanport resident Mark Franco whom recently passed. Due to the number of boats participating they were seeking approval to launch and return some of the boats through the Blackberry Bay boat launch facility and requested that the fee be waived. There was brief discussion amongst everyone after which consensus was to move the following resolution:

**BE IT RESOLVED,**

1. Motion to Designate Sunday June 21, 2020 as Mark Franco Day and Suspend Fees for Use of Blackberry Bay Boat Launch Facility

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

**XVIII. Adjournment:** As there was no further business, the meeting was adjourned at 8:50 PM on a motion by Councilman Deerin, seconded by Council President Gallo and approved by Council.

Respectfully submitted,

Jeanne Smith  
BOROUGH CLERK



# BOROUGH OF OCEANPORT

## MAYOR & COUNCIL

MINUTES • JUNE 25, 2020

**Special Meeting**

**Maple Place School**

**7:00 PM**

**2 Maple Place, Oceanport, NJ 07757**

- I. Call to Order:** Mayor Coffey called the meeting to order at 7:00 p.m.
- II. Statement of Compliance with Open Public Meetings Act:** This meeting further complies with the Open Public Meetings Act by notification on June 3, 2020 of this virtual/remote meeting, its location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.

*Mayor Coffey then read the virtual/remote meeting advisory advising the public how to attend and participate during public portions of the meeting.*

- III. Flag Salute:** Mayor Coffey led attendees and the Borough Council in the flag salute.

- IV. Invocation:** Borough Chaplain Stacy Deerin gave the invocation.

**V. Roll Call:**

| Attendee Name        | Title                   | Status | Arrived |
|----------------------|-------------------------|--------|---------|
| Jay Coffey           | Mayor                   | Remote |         |
| William Deerin       | Councilman              | Remote |         |
| Richard Gallo        | Councilman              | Remote |         |
| Bryan Keeshen        | Councilman              | Remote |         |
| Michael O'Brien      | Councilman              | Remote |         |
| Thomas Tvrdik        | Councilman              | Remote |         |
| Meghan Walker        | Councilwoman            | Remote |         |
| Jeanne Smith         | Borough Clerk           | Remote |         |
| Donna M. Phelps      | Borough Administrator   | Remote |         |
| Scott Arnette        | Board Attorney          | Remote |         |
| Catherine D. LaPorta | Chief Financial Officer | Remote |         |

**VI. Municipal Budget:**

**1. PUBLIC HEARING on the 2020 Municipal Budget**

Municipal Budget as Introduced May 21, 2020, Publication in the Asbury Park Press May 28, 2020 and posting on Borough Website. A copy was not filed with the Oceanport/Monmouth County Library which remain closed during the coronavirus emergency.

Mayor Coffey asked Councilman O'Brien, Chair of the Finance Committee, to provide a brief summary prior to opening the hearing to the public.

Councilman O'Brien advised that they had not made too many changes to the prior year's budget and were fairly conservative and began by seeking input from all department heads and from there put together a budget that the Finance Committee agreed addresses the issues that were needed to be addressed as a borough but remained conservative.

Mayor Coffey commented for those following along at home, the finance committee which is comprised of Councilman O'Brien, Keeshen and Tvrdik, met with respective department heads and the administrative officers of the different organizations that serve Oceanport and in

conjunction with the Chief Financial Officer, Katie LaPorta, developed the body of the budget, “the meat and potatoes” of the budget, a lot of which was based upon what was prepared last year and based upon the input facilitated a budget that the committee feels addresses the borough’s needs which Councilman O’Brien affirmed correct.

Mayor Coffey stated the budget has been posted for about a month and was not aware of any comments from anybody and asked the Council if they had any questions or comments to which there were none. Coouncilman O’Brien commented that he had not received any questions, neither had Ms. LaPorta.

Mayor Coffey furthered that the municipality only had control over the municipal portion of the budget, not the school or county portions nor what the state would do or not do this year. It remains uncertain when the state will produce a budget and thus the necessity to send out estimated bills in June that caused a lot of consternation with people who didn’t understand what it was, why it was necessary by statute for the Tax Collector to send out. The 4th quarter tax bill will reconcile everything once State issues its figures so that actual dollars being spent for 2020 will be known by the 4th quarter due date

Mayor Coffey then recognized CFO Ms. LaPorta who provided additional details on the budget process including increases due to the sanitation contract which had been out for bid for renewal that year, collection fees and recycling fees and tipping fees; police pension costs and statutory salary increases; some of the increases were able to be offset by decreases in certain departments and the Borough was also able to anticipate more revenue at the top of the budget line item which resulted in a net tax increase of about \$283,000 which anticipates the average home in Oceanport of an increase of about \$30 per year for the municipal portion of the budget.

Mayor Coffey opined further on the budget process, the municipalities obligation to collect for schools and county budgets, and that unless the borough is willing to look at big ticket items such as personnel, garbage or schools, there wasn’t a way to see any substantial savings. The fourth being commercial properties which were not going to be seeing the benefits of any for several years as they come in on the fort.

**PUBLIC HEARING:** Mayor Coffey opened the Public Hearing on the municipal budget and advised the public on how to submit their question or comment. Additional time provided due to the slow speed of the web that evening.

Jeffrey Oakes, 60 Pemberton Avenue, commented he was listening about tax revenue that could be generated through the fort and reminded them that cannabis would be on the State’s ballot this year and it was his opinion that somehow Fort Monmouth could have a commercial area that would alleviate some the revenue concerns.

Stuart Briskey, 46 Werah Place, asked 3 questions – how many vehicles were being purchased and was told 2 patrol vehicles were budgeted through the operating budget; how many speed radar signs being purchased and was told none by Mayor Coffey. Mr. Briskey advised he was told those would be bought two years ago – so the borough can afford a drone but not radar signs. Mayor Coffey responded that those are the choices made by the committee and by the council. The Borough can afford anything it wants if its willing to tax for it. Allocation of resources could be argued all day on what should be done versus other but is done depending on the most pressing need. Mr. Briskey asked about the \$300,000 radio system would allow all the police, fire, first aid, OEM, public works to speak to each other. Councilman Keeshen responded that the police department was on an encrypted frequency with the County which is

incapable of that currently, the haven't opened that up to the other departments. There was discussion concerning the problem of communications during emergency events and this was a good step towards that but until the County opens that up, the borough was limited. Mayor Coffey added that it wasn't only an Oceanport problem but statewide. Discussion further included the importance of being able to communicate with neighbor towns and that purchases would have been required even if the borough had kept its own dispatch.

Mr. Briskey then commented that 5 and even 10 years ago he asked that a synopsis of the budget be put in the bulletin and he'd like to go back to that. He was told there's not enough staff members to do it – a part time CFO. We now have a full-time CFO and a borough administrator that we didn't have before and we need to get that back in the bulletin and maybe they'd have 22 people at a budget meeting when they see what the numbers look like.

Mayor Coffey asked what summary was he looking for – Mr. Briskey advised he had provided it 3 years ago but could get it for him again from Buddy Brocklebank. Mayor Coffey commented that it doesn't always line up with the timelines for publishing. Mr. Briskey said then a summary and put it on the website. Mayor Coffey responded there were several friendly budget formats that could go on website but the bulletin was impractical due to time frames. Ms. LaPorta advised that if he would send her a copy of it she would put it together and ask Ms. Smith to get up on the website.

Councilman Tvrdik noted that for the upcoming year they would note the radar signs.

As there was no one else present to appear, Mayor Coffey closed the public hearing on a motion by Council President Gallo, seconded by Councilman Deerin and approved by the Council.

## 2. RESOLUTION OF THE BOROUGH OF OCEANPORT - ADOPTION OF MUNICIPAL BUDGET 2020

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

## VII. Second Reading & Public Hearing Ordinances:

#1025 Ordinance Establishing a CAP Bank for CY2020

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance establishing a CAP Bank and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only. **"AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ESTABLISHING A CAP BANK FOR 2020 CALENDAR YEAR (N.J.S.A. 40A:4-45.14)"** was published one time in the Asbury Park Press on May 29, 2020.

**PUBLIC HEARING:** Mayor Coffey opened the meeting for public comment for this ordinance. As no one from the public wished to be heard, Mayor Coffey closed the public hearing on a motion by Councilwoman Walker, which was seconded by Councilman O'Brien and approved by Council.

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

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

## 2. 2020 Capital Bond Ordinance

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance limiting use of single-use plastics and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only. "**BOND ORDINANCE PROVIDING FOR VARIOUS 2020 GENERAL CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$2,354,938 THEREFOR (INCLUDING A GRANT FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$205,000) AND AUTHORIZING THE ISSUANCE OF \$2,051,554 BONDS OR NOTES TO FINANCE PART OF THE COST THEREOF**" was published one time in the Asbury Park Press on May 29, 2020.

**PUBLIC HEARING:** Mayor Coffey opened the meeting for public comment for this ordinance. As no one from the public wished to be heard, Mayor Coffey closed the public hearing on a motion by Council President Gallo, which was seconded by Councilman Deerin and approved by Council.

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

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

**VIII. Petitions from the Public:** Mayor Coffey opened the meeting to petitions from the public. Public was advised to click button on "raise hand" to want to speak, email to [publiccomments@oceanportboro.com](mailto:publiccomments@oceanportboro.com) or call the meeting line at 732.272.8337. As no one from the public presented, Mayor Coffey closed that portion of the meeting.

**IX. Adjournment:** As there was no further business, the meeting was adjourned at 7:48 PM on a motion by Council President Gallo, seconded by Councilman Tvrdik and approved by Council.

Respectfully submitted,

Jeanne Smith  
BOROUGH CLERK

**APPROVED**  
**MINUTES OF THE OCEANPORT HISTORICAL COMMITTEE MEETING HELD**  
**07/09/2020**

The Oceanport Historical Committee met on Thursday, July 9, 2020. We met at the Blackberry Bay Pavilion at 7:00 p.m. using social distancing protocols, and we wrapped things up around 8:30 p.m. The goals of the committee are to plan and execute efforts to celebrate the Borough's centennial which will occur in 2020-2021 and to promote a better understanding of the Borough's history.

In attendance were:

Frank Barricelli  
 Tom Cavanagh  
 Robin Kelly  
 Rosanne Letson  
 Paula Lombardo  
 Mike MacStudy  
 Barbara Sheppard

Guests:

There were no guests

(Note: If I omitted your name from the attendance for this meeting, please let me know.)

Our Agenda for this meeting was as follows:

- Sign-in sheet
- Introduction of new members and guests
- Review/approve previous month's Minutes
- Review financial status
- Review status of banners
- Review action items from previous meeting
- Discuss re-plan of coming events
  - Oceanport Day at Monmouth Park
  - Centennial Social at the Blu Grotto/Blue Grass Mini Golf
  - Halloween painting of local businesses' windows/sponsor prizes for costumes
  - Holiday House Tour
- Review status of inputs to history book
- Other items and open discussion
- Verify new action items and adjourn

We voted to approve the Minutes from the last meeting. Rosanne will prepare them in final form and submit them to Jeanne Smith at the Borough.

Toni was not present to provide the current balance, but when contacted after the meeting, she stated that there had been no other activity since the last meeting that she was aware of. The balance at the last meeting was \$20,067.12, plus \$1,100.00 from Monmouth Park we will receive back from our deposit for Oceanport Day at Monmouth Park.

Rosanne told us that Robin was in contact with Erin at Fantastic Signs. We had 4 banners sold, and 4 left to sell for the poles in front of the new plaza. Max from the DPW previously provided the sizes of the banners. Robin joined the meeting a little late, and added that we would be charging \$300.00 per banner, that we were going with the flag design, and that she would post about the remaining 4 for sale on the Oceanport Residents and the Oceanport Centennial Facebook pages. She would also get in touch with Erin again to get the order started.

We reviewed the action items from the previous meeting. Everything had been addressed except: we have to find out if Toni awarded the sweatshirt to the one contestant in the school contest, and Mike will talk to Oceanport Photos to see about using some photos.

Paula said that Jay Coffey signed the forms needed to submit to the military unit at Sea Girt, and she has submitted them – one for the band and the other for the color guard – for the Memorial Day Parade 2021. Now, we wait and see to see if we get selected.

We voted as a group to postpone Oceanport Day at Monmouth Park until 2021. The results of the Facebook polls Rosanne posted on the Residents page, the Centennial page, and the Oceanport Civil Society page were not encouraging. (Rosanne went back and checked the three pages after the meeting – 46 no, 84 undecided, 52 yes. Some could have voted on more than one page).

We discussed the Centennial Social at the Blu Grotto/Blue Grass Mini Golf. Mike said that Rec will hold their Mini Golf Tournament on Thursday, July 23<sup>rd</sup> from 5:00 through 9:00. Masks are required, groups are limited to four players, each player gets only one club and one ball, etc. We decided to wait and see how Rec makes out with this Tournament before we decide to proceed with a similar event. Mike has spoken with the owner, who still would love to work with us, and we are not held to a specific date at this point.

We decided to discuss the Halloween Painting of local business windows and the Holiday House Tour at the next meeting. Paula, Barbara, and Robin came up with a few ideas of things to do instead of the Holiday House Tour, such as selling Centennial ornaments, outdoor decorations, and/or candles in bags. We will discuss that further at the next meeting.

The Gala Committee met early in the day at Gibbs Hall to look at that venue, and they decided with a majority of members of the Committee present, to ask for a contract for October 16, 2021. We felt that April 2021 might still be too soon, and we want to have our Gala with as many

people unrestricted by social distancing, etc., as possible. Tom suggested talking to Mr. Martelli, who owns the property, about helping us out with the event with a deal of some sort.

Tom will speak to Jay Coffey about having a proclamation issued to congratulate Oceanport on its 100<sup>th</sup> year. It was done for the 50<sup>th</sup> anniversary.

Regarding the book, Frank had with articles, photographs, and information on the redevelopment of Main Street. He gave this all to Tom, who will work on it for the book. Tom talked about a large framed photograph he had in his office when he was Mayor, dating back to the early 1900's, that he felt would be a terrific addition to this section of the book. Frank looked through one of his binders and found the photo, and they also found the actual framed photo there at the Blackberry Bay Pavilion. Paula also has a framed photo from around the same time that belongs to her daughter that might be used.

Frank also had a lengthy section, including photographs, which he had prepared on Fort Monmouth, FMERPA, and FMERA, concentrating only on the redevelopment with respect to the Oceanport properties.

We discussed our book deadlines – hopefully September to the publisher for publication by November/December. The Book Committee will meet again on Thursday, July 23<sup>rd</sup> at 7:00 p.m. at Blackberry Bay Pavilion.

Our next regular meeting will be Thursday, August 13<sup>th</sup> at 7:00 p.m. at the Blackberry Bay Pavilion.

We adjourned at approximately 8:30 p.m.

#### **Action Items for the next meeting:**

1. Rosanne will prepare the Minutes from the June 11, 2020 meeting in approved form and submit them to Jeanne Smith.
2. We will ask Ric to notify the person/people he spoke to at Monmouth Park about Oceanport Day at the Track that we will postpone this event until 2021.
3. Tom will talk to Jay Coffey about obtaining a proclamation commemorating Oceanport's 100<sup>th</sup> anniversary.
4. We will check with Toni to see if she awarded the sweatshirt to the one contestant in the school contest.
5. Mike will talk to Oceanport Photos about using photos.
6. Robin will ask Erin at Fantastic Signs to make up the 4 banners that are paid for, and she will post on the Residents Facebook page and on the Centennial Facebook page about the remaining 4 banners for sale.
7. We will talk to Mr. Martelli about working with us on the rental of Gibbs Hall for the Gala.
8. The Book Committee will meet on Thursday, July 23<sup>rd</sup>.

Oceanport Historical Committee  
Outline of Upcoming Events  
2020-2021

- I. Centennial Social at Blu Grotto/Blue Grass Mini Golf – possibly August 13, 2020.
- II. Centennial Gala – October 16, 2021.
- III. Halloween Window Painting of local businesses – October 2020.
- IV. Sponsor historical category prize for the Rec Committee's Halloween party/parade, possibly October 25, 2020.
- V. Holiday Home Tour, possibly December 6, 2020.

**OCEANPORT RECREATION COMMITTEE  
MEETING MINUTES  
May 8, 2020**

10.10

Minutes of the regular meeting of the Oceanport Recreation Committee held  
on  
Wednesday evening, May 8 2020, Virtual via WebEx

In attendance:      Members:  
Jay Silverman  
Spencer Carpenter  
Mike MacStudy  
Joanne Hunt  
Therese Wollman  
Scott Marcantanio  
Greg Lockwood  
Beth Watkins  
Bill Deerin  
David Walker

Absent:              Chris Macioch  
Kristen Karlson

**Open Meeting/Flag Salute**

Meeting called to order by Beth Watkins at 7:44pm. Motion to open the meeting was made by Mike MacStudy and seconded by Dave Walker.

**Approval of Minutes**

The April 2020 meeting minutes were reviewed. The motion to approve the meeting minutes was made by Mike MacStudy and seconded by Jay Silverman. All were in favor.

**Correspondence:**

Joanne Hunt reported that there was no correspondence.

**Public Comments:** Motion to open to the public was made by Therese Wollman and seconded by Mike MacStudy at 7:54 pm.

Present- Debbie Peterson, Coordinator of Women's Tennis League. Debbie explained that there was a fee attached to the court reservation that is needed during the months when the League has matches. The fee is \$90 for the season. Debbie was asking for the Borough to reimburse her for the 3 months (June, July and August) for the sum of approx. \$90.00. The Committee asked for clarification in terms of why those playing in the League did not pay. Debbie Petersen explained that it also benefits non-League players to ensure that courts are reserved and all can have a chance

to play with a reservation. Therese Wollman and Debbie Petersen explained that the bulletin listed a phone reservation system but the office is not open on the weekends. Jay Silverman asked for clarification and Therese Wollman explained that a reservation “trumps” a walk in player. The proof needed was via a confirmation from the Borough (paper).

Bill Deerin suggestion that the Committee revisit the concept of tennis badges for a fee. Mike MacStudy agreed stating that all other sports teams/leagues pay a fee to join and this should be no exception. Beth Watkins asked for clarification on a resident/nonresident policy and Bill Deerin stated that if the courts were locked, only badge holders would have access. Beth Watkins asked preventing tennis lessons (private) on the courts even if it is by badge holders?

Therese Wollman provided some historical clarification and felt that Council has heard the issue of badges in the past and did not go that route.

After a lengthy discussion and clarification of options, The Recreation Committee made the recommendation to reimburse the \$90.00 reservation service fee.

As there were no other members of the public present, in a motion made by Therese Wollman and seconded by Mike MacStudy, the meeting was closed to the public at 8:35 pm.

### **Recreation Coordinator Report- Joanne Hunt**

#### **Report Highlights:**

AEDS have been picked up by DPW

All other programs on hold during State of Emergency- Joanne Hunt discussed the regulations as she understood them for Action Camp and the inability of the staff to accommodate both CDC and Board of Health requirements in terms of screening, group size, social distancing etc... Joanne reported that we should in fact discuss (under new business) ideas for events/activities.

#### **Revenue:**

2020 Boat Permits \$3650.00

Field Revenue \$500.00

#### **Council Liaison Report:**

Bill Deerin – Bill Deerin reported that all parks remain open but playgrounds and active recreation is prohibited with exception of tennis courts and basketball (both ok if social distancing is maintained).

Beth Watkins asked if there any plans for an alternate Memorial Day parade such as a wreath laying or non-contact parade. Bill Deerin stated that he did not know but would be in favor of this and was 100% behind the idea.

Bill Deering reported that the 2021 capital budget was on hold.

### **Subcommittee Reports:**

**Subcommittee & Officer Review Panel-** Spencer Carpenter- no report

**Nominations-** Mike MacStudy- no report

**Sonny Giordano Award-** Greg Lockwood- Greg will gather the subcommittee for this- TBD.

**Egg Scramble-** Beth Watkins-no report

**Mini Golf-** Mike MacStudy-if course opens- he will reach out.

**Memorial Day Parade Committee-** Beth Watkins –previously discussed.

**Movies-** Joanne Hunt- As per the Committee’s last request, Joanne contacted the drive in vendor. That fee was approx. \$4200 as the company charges \$25 a car plus \$2000 to set up and run movie. The company we use for movies at BBB will do it for \$1200 and Joanne has reserved the date of May 30. There was a discussion as to “where”? Gatta? Track? Jay Silverman felt we would not get more than 100 people making it not worth the effort. Mike MacStudy felt that people can do the same thing in their homes. Beth Watkins stated that other towns were doing it and that people just want to get out of the house. Dave Walker felt that people would come out but felt we should not get too complicated like having a food truck. Bill Deerin mentioned the issue of restrooms (which is a concern).

Joanne Hunt will speak to both Jay Coffey and Donna Phelps for guidance on the possibility of using the track and secure the date with the company. Once we know when and where, we can discuss suggestions for the best movie to show.

**Summer’s End-**Jay Silverman- Jay reiterated concerns due to COVID 19 - that there is a lot of work to do, not many people to do the work and a decision should be made sooner than later. Mike MacStudy reminded the Committee that this is the 100<sup>th</sup> year for Oceanport and stated that he felt like at least fireworks should be planned. Joanne Hunt suggested we look later in the fall to have an event. Both Jay Silverman and Mike MacStudy asked to look into fireworks and rides contracts to clarify the cancellation clauses.

Beth Watkins felt that as the State re-opens, it is going somewhat fast and that we should not count out a larger event (even music and fireworks) in the fall. Joanne Hunt needed clarification on whether we should insert the

fireworks envelopes for 2020. Jay Silverman felt that we should not ask for money at this time. Beth Watkins reminded Jay that it is a donation. Therese Wollman asked if it could just be used in 2021 if we cancelled this year. The Committee felt that the envelope deadline was too soon and that we would not do it this year.

Jay reminded everyone that this is a tough call but there may be no choice if we cannot have the event we would like to have. No final decision has been made but Jay wants everyone to remember that the decision does need to be made as there is a lot of work to do.

**Halloween-** Scott Marcantano- No report

**Tree Lighting-** Spencer Carpenter- No report

**Decorating Contest-** Jay Silverman- No report

**Disc Golf-** Scott Marcantano – No report.

**Grants/Parks-** Joanne Hunt – No report

**Finance Report-** Greg Lockwood- No change. Only AED funds have been encumbered from the Sports Foundation. He also reported that there have been no new expenditures.

### **Old Business:**

**Non-Contact Events-** The movie was already discussed and Beth Watkins apologized that she was not able to proceed with Derby idea. The Committee felt that starting with a movie (ASAP) was a good way to gauge what the community is looking for. Beth Watkins stated that a lot will depend on if and when beaches can open.

**Field Repair-** Mike MacStudy reported that 3 months ago – this project was a go but that at this time, The Borough has not accepted the \$15,000 from OP Baseball and the project will not be completed.

**Action Camp-** Joanne Hunt stated that in reviewing the CDC draft along with many Recreation Professionals, regulations of concern were:

Health screening, social distancing, mask compliance in the heat, no indoor facilities, young staff, individual craft, sport and supplies, staff becoming ill or campers which then require tracing etc..

In light of this, and many other factors- Joanne Hunt is recommending that we cancel Action Camp.

Bill Deerin stated that the liability for the Borough is a huge issue. He agreed with Joanne Hunt that the regulations are very vague and open to interpretation and this is a big concern for Council in term of running a program without specific guidance.

Jay Silverman said that like Summer's End, this is a very tough decision but he feels it is the right one.

Tennis- previously discussed.

Bulletin fireworks- previously discussed

Sports Updates- Mike MacStudy –T ball is cancelled and refunds will be processed. Mike MacStudy also reminded everyone that he is done with baseball as is Bill McRae. Bill Deerin and Therese Wollman thanked Mike for all of his dedication and service to OP baseball.

Other New Business- Therese Wollman wanted to mention that she feels, in light of the 100<sup>th</sup> year celebration of Oceanport, that we should strongly consider fireworks and she would like to keep this discussion open.

Greg Lockwood inquired about an Eager Scout project for book stands. Beth Watkins commented that we had a similar project suggested by a Girl Scout troop. Bill Deerin suggested the library sign/area needs some attention.

Adjourn: Motion to adjourn was made by Therese Wollman and seconded by Mike MacStudy at 9:22 pm. Next meeting: June 10, 2020.

Respectfully submitted, Joanne Hunt

**OCEANPORT RECREATION COMMITTEE**  
**MEETING MINUTES**  
**June 10, 2020**

10.11

Minutes of the regular meeting of the Oceanport Recreation Committee held  
on  
Wednesday evening, June 10 2020

In attendance:      Members:  
Jay Silverman  
Spencer Carpenter  
Mike MacStudy  
Joanne Hunt  
Therese Wollman  
Scott Marcantanio  
Greg Lockwood  
Beth Watkins  
Bill Deerin  
David Walker

Absent:              Chris Macioch  
                         Kristen Karlson

**Open Meeting/Flag Salute**

Meeting called to order by Beth Watkins at 7:30pm. Motion to open the meeting was made by Mike MacStudy and seconded by Jay Silverman.

**Approval of Minutes**

The May 2020 meeting minutes were reviewed. Correction: The top date should read *May 8, 2020*. The date in the minutes is correct. The motion to approve the meeting minutes was made by Mike MacStudy and seconded by Jay Silverman. All were in favor.

**Correspondence:**

Joanne Hunt reported that there was correspondence from Marine Science Camp stating they will comply with CDC and BOH COVID recommendations and hold their 2 camps.

Mayor Jay Coffey called into the meeting to report the following:

Playgrounds are open

There will be no Action Camp

We will waive the \$500 for Oceanport groups seeking outdoor classes (such as fitness)

Restrooms will be open

Mayor is approving field permits/groups that follow recommendations per sport

**Public Comments:** Motion to open to the public was made by Therese Wollman and seconded by Jay Silverman at 7:54 pm.  
As there were no other members of the public present, in a motion made by Therese Wollman and seconded by Jay Silverman, the meeting was closed to the public at 7:55 pm.

### **Recreation Coordinator Report- Joanne Hunt**

#### **Report Highlights:**

Tennis fee was paid by Debbie Peterson. She will be reimbursed in August.  
US Sports Intitute- possisble week long camps for mid July. They will return 10% of all fees to Recreation. Mayor has approved- we will advertise all options in lieu of Action Camp.  
July 31 Movie- Moana. Due to new regulations, we can just do regular outdoor movie.

#### **Revenue:**

2020 Boat Permits \$6920.00

Field Revenue \$500.00

No new filed permits- we will accept any updates and changes to existing permits put on hold for COVID.

#### **Council Liaison Report:**

Bill Deerin – Bill Deerin – not much to report other than comments made by Mayor. Bill did report that Council was not in favor of locking the courts tennis badges but would support some type of registration system for court reservations. Jay Silverman suggested that the fee be similar to boat permits. \$25/\$50 in/out of town. Jay further stated that this money could be used for tennis maintenance. Mike MacStudy agreed and stated that we need to revise fees for tennis just like all other sports. Therese Wollman also added that tennis equipment (brooms/rollers) do go missing. Bill Deerin stated that it really comes down to a lock/no lock question and/or on line registration. Recreation is asking Bill Deerin to ask Council if a system can be in place. Beth Watkins stated that we should consider a family fee vs. per person fee.

#### **Subcommittee Reports:**

**Subcommittee & Officer Review Panel-** Scott Marcantanio- no report

**Nominations-** Mike MacStudy- no report

**Sonny Giordano Award-** Greg Lockwood- 2 winners have been selected and hopefully this will be awarded soon.

**Egg Scramble-** Beth Watkins-no report

**Mini Golf-** Mike MacStudy-Mike is very committed to having this event and everyone was in agreement. Mike will reach out for date.

**Memorial Day Parade Committee-** Beth Watkins –no report

**Movies-** Joanne Hunt- We will have 7/31 date in BBB. Moana. Joanne will process all payments and work on flier

**Summer's End-**Jay Silverman- Jay reiterated concerns due to COVID 19 – Ban on groups and numbers. There was a lot of back and forth. Mike MacStudy suggested we cancel bounce houses and food. The group stated that food vendors are like take out but it will all depend on what we do. Jay Silverman suggested that we could decide on music and fireworks by next month. Dave Walker added that you could look to cancel within 30 days. As a Committee, it was decided that we not seek any donations this year. Therese Wollman stated we have a rainy day fund and this is a “rainy day. Joanne Hunt also suggested we look later in the fall to have an event. Both Jay Silverman and Mike MacStudy asked Joanne to look into fireworks and to clarify the cancellation clauses.

**Halloween-** Scott Marcantano- No report

**Tree Lighting-** Spencer Carpenter- No report

**Decorating Contest-** Jay Silverman- No report

**Disc Golf-** Scott Marcantano – Scott would still like to go 7/27. Joanne will email for permit.

**Grants/Parks-** Joanne Hunt – Joanne Hunt asked if Bill Deerin if there were any ideas for 2021 Open Space. As a Committee, we would like to discuss any recommendations prior to the application opening. Bill stated that it might be Old Wharf (Senior Center) but he will let Council know that we have suggestions.

**Finance Report-** Greg Lockwood- No change

### **Old Business:**

**Building and Field Usage-** Beth Watkins would like to see a revision in the permit process for buildings etc..

**Field Repair-** Mike MacStudy- the check for the fields was returned from OP Baseball. Jay Silverman stated that we need to complete ongoing maintenance and this should be from Open Space funds.

**Movie Selection-** Previously disused

**Tennis Update-** Previously discussed

**OP Sports Foundations Funds-** Joanne Hunt asked what the Committee would like to see happen with remaining funds. Jay Silverman stated that the CC backstop was still a good option and asked Mike MacStudy to see if he could get a price.

**New Business:**

Pickle Ball- Mike MacStudy and Mayor Coffey were able to watch some pickle ball at BBB in the area of the old roller hockey rink. They both felt that “noise” was minimal and that players (they had portable goals and taped lines) all agreed it was a good area for the sport.

Issues raised included: cracks on the surface, a box/lock for equipment, taped vs permanent lines, repair vs. full resurface and fencing.

The Committee asked Bill Deerin to ask Council if various quotes for a range of work could be requested so that the Committee to explore the options.

**Other New Business:**

It was brought up that neither Chris Macioch nor Kristen Karlson have been present since March. Beth Watkins has someone interested and the Committee agreed that we need to seek new members who will be active. Beth Watkins will reach out to Chris and Kristen to inquire as to their status.

Adjourn: Motion to adjourn was made by Therese Wollman and seconded by Greg Lockwood at 9:13 pm. Next meeting: July 8, 2020.

Respectfully submitted, Joanne Hunt

**OCEANPORT RECREATION COMMITTEE  
MEETING MINUTES**

10.12

**July 8, 2020**

Minutes of the regular meeting of the Oceanport Recreation Committee held  
on  
Wednesday evening, July 8 2020

In attendance:      Members:  
Jay Silverman  
Mike MacStudy  
Joanne Hunt  
Scott Marcantanio  
Greg Lockwood  
Beth Watkins  
David Walker

Absent:                Chris Macioch  
Kristen Karlson  
Bill Deerin  
Spencer Carpenter  
Therese Wollman

**Open Meeting/Flag Salute**

Meeting called to order by Beth Watkins at 7:30pm. Motion to open the meeting was made by Jay Silverman and seconded by Mike MacStudy.

**Approval of Minutes**

The June 2020 meeting minutes were reviewed. The motion to approve the meeting minutes was made by Greg Lockwood and seconded by Mike MacStudy. All were in favor.

**Correspondence:**

Joanne Hunt reported that a thank you note was received from the President of the Shore senior class thanking the Committee and Council for approving the senior picnic.

**Public Comments:** Motion to open to the public was made by Greg Lockwood and seconded by Jay Silverman at 7:46 pm.

As there were no members of the public present, in a motion made by Mike MacStudy and seconded by Jay Silverman, the meeting was closed to the public at 7:46 pm.

## **Recreation Coordinator Report- Joanne Hunt**

### **Report Highlights:**

Joanne Hunt reported that there have been missing items from the tennis courts- brooms and rollers. She reported that other towns do not provide these. All were in agreement that this is part of the bigger issue of locking the courts.

Joanne reported that we are all set for 2 one week camps with US Sports Institute. There were already 12 for week 1 and 9 for week 2. They will return 10% of all fees to Recreation.

July 23- Mini Golf

July 31 Movie- Moana. Beth suggested we buy leis to give out to those who attend. Joanne will take care of that.

### **Revenue:**

2020 Boat Permits \$9460.00

2020 Field Revenue \$500.00

LAX Kids (July ) still a big issue with payment and insurance. We will not let them play without paperwork.

### **Council Liaison Report:**

Bill Deerin – Not present, no report.

### **Subcommittee Reports:**

**Subcommittee & Officer Review Panel-** Scott Marcantano- Scott suggested that in the fall we divide up the parks and present monthly reports. All thought this was a good idea. Joanne can then compile a full report for DPW/BA.

**Nominations-** Mike MacStudy- no report

**Sonny Giordano Award-** Greg Lockwood- completed. 2 winners were selected and presented checks.

**Egg Scramble-** Beth Watkins-no report

**Mini Golf-** Mike MacStudy-Mike reported we are all set for 7/23 at 5 pm. Joanne will make sure banners are up and will bring clipboards. We will meet at 4:45 pm. Joanne and Mike will “bump” up FB postings.

**Memorial Day Parade Committee-** Beth Watkins –no report

**Movies-** Joanne Hunt- 7/31 date in BBB. Moana-previously discussed.

**Summer’s End-**Jay Silverman- Jay reiterated concerns due to COVID 19 – Ban on groups and numbers. There was a lot of back and forth and Jay pointed out that any decision is a difficult one. In the end- the Committee will try to move movie night to September 12<sup>th</sup> to have some sort of event. Joanne Hunt will work on that. Joanne & Jay will send a statement to Council and try for something in the bulletin.

**Halloween-** Scott Marcantano- No report

**Tree Lighting-** Spencer Carpenter- No report

**Decorating Contest-** Jay Silverman- No report

**Disc Golf-** Scott Marcantano – Scott reported that the requested permit has still not been issued- we will postpone this event.

**Grants/Parks-** Joanne Hunt – Joanne Hunt reported that we still did not have information on the 2020 Open Space application. We will ask Bill to report on this.

**Finance Report-** Greg Lockwood- No change. We have had limited expenses in 2020 due to COVID.

### **Old Business:**

Pickle ball- No real update on this but Recreation is still seeking some quotes on options.

AED- we are all set for installation. The electrician will need to complete this and there seems to be a power source at Gatta.

Membership- Beth Watkins is looking for suggestions for new members and will invite someone. She asked everyone to think of new members.

### **Other Old Business:**

Batting cage- Mike MacStudy reported that the batting cage was replaced and will be installed. Approx. \$1500 paid by OP baseball.

Jay Silverman inquired about the CC backstop and stated we should still look at utilizing remaining funds for repairs.

### **New Business:**

Start to Finish- Joanne Hunt will be working on the revised start to finish. In September she will send each “chair” their section to revise. All agreed it is time to do this.

Other New Business: Beth Watkins brought up the idea of SUP/kayak storage at BBB near the old pool area. Everyone agreed that if we could deal with the liability and security issues that this was a good idea. Jay Silverman suggested that it could be locked like a tennis court area with access only to permit holders. All agreed that this is something we can look at.

Adjourn: Motion to adjourn was made by Greg Lockwood and seconded by Mike MacStudy at 8:44 pm. Next meeting: August 12, 2020.

Respectfully submitted, Joanne Hunt



## ORDINANCE

### AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY SETTING THE SALARY RANGES OF CERTAIN BOROUGH OFFICERS AND BOROUGH EMPLOYEES

**BE IT ORDAINED** by the Mayor and Council of the Borough of Oceanport, in the County of Monmouth, State of New Jersey that the purpose of this Ordinance is to amend the ordinance entitled "An Ordinance to Fix and Determine the Salaries of Certain Borough Officials" passed and approved on March 16, 1939, as last revised and passed on November 1, 2018. Said amendment shall provide for the creation of said positions where not previously established.

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

#### SECTION 1. Administration & Finance

|                                     |           |                |   |                |
|-------------------------------------|-----------|----------------|---|----------------|
| Borough Administrator               | \$        | 70,000.        | - | 100,000.       |
| <u>Deputy Borough Administrator</u> | <u>\$</u> | <u>30,000.</u> | - | <u>50,000.</u> |
| Deputy Borough Clerk                | \$        | 36,000.        | - | 50,000.        |
| Qualified Purchasing Agent          | \$        | 1,500.         | - | 10,000.        |
| Finance Personnel Manager           | \$        | 10,000.        | - | 30,000.        |

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

|                         |    |         |   |         |
|-------------------------|----|---------|---|---------|
| Chief Financial Officer | \$ | 50,000. | - | 80,000. |
| Tax Assessor            | \$ | 5,000.  | - | 30,000. |
| Tax Collector           | \$ | 10,000. | - | 40,000. |
| Borough Clerk           | \$ | 50,000. | - | 80,000. |
| Part Time Borough Clerk | \$ | 20/hr.  | - | 60/hr.  |

#### SECTION 3. Department of Public Works

|                                   |    |         |   |         |
|-----------------------------------|----|---------|---|---------|
| Superintendent                    | \$ | 10,000. | - | 65,000. |
| Foreman                           | \$ | 50,000. | - | 80,000. |
| Assistant Foreman                 | \$ | 40,000. | - | 60,000. |
| Senior Laborer                    | \$ | 40,000. | - | 60,000. |
| Repair Mechanic                   | \$ | 35,000. | - | 60,000. |
| Worker                            | \$ | 40,000. | - | 50,000. |
| Labor 2                           | \$ | 35,000. | - | 45,000. |
| Labor 1                           | \$ | 30,000. | - | 40,000. |
| Street Sweeper/Sewer Jet Operator | \$ | 12.     | - | 25./hr  |
| Labor                             | \$ | 12.     | - | 25./hr  |

#### SECTION 4. Municipal Court

|                            |    |         |   |                    |
|----------------------------|----|---------|---|--------------------|
| Municipal Court Judge      | \$ | 15,000. | - | 23,000.            |
| Court Administrator        | \$ | 30,000. | - | 80,000.            |
| Deputy Court Administrator | \$ | 50.     | - | 125. per call      |
| Municipal Prosecutor       | \$ | 10,000. | - | 15,000.            |
| Public Defender            | \$ | 100.    | - | 200. per defendant |

#### SECTION 5. Recreation & Education

|                               |    |        |   |          |
|-------------------------------|----|--------|---|----------|
| Recreation Coordinator        | \$ | 9,000. | - | 15,000.  |
| Action Camp Director          | \$ | 2,000. | - | 5,000.   |
| Recreation Aides & Assistants | \$ | 8.50   | - | 15.00/hr |
| Library Aide                  | \$ | 8.50   | - | 15.00/hr |

**SECTION 6. Planning & Development**

|                                              |    |         |   |          |
|----------------------------------------------|----|---------|---|----------|
| Planning Board Secretary                     | \$ | 2,000.  | - | 20,000.  |
| Planning Board Secretary                     | \$ | 12.     | - | 30./hr   |
| Construction Official                        | \$ | 15,000. | - | 120,000. |
| Building Inspector/Sub Code Official         | \$ | 8,000.  | - | 20,000.  |
| Plumbing Sub Code Official                   | \$ | 8,000.  | - | 20,000.  |
| Electrical Sub Code Official                 | \$ | 8,000.  | - | 20,000.  |
| Fire Sub Code Official                       | \$ | 4,000.  | - | 15,000.  |
| Housing Inspector                            | \$ | 4,000.  | - | 10,000.  |
| Code Enforcement Officer                     | \$ | 2,000.  | - | 10,000.  |
| Control Person/T.A.C.O.                      | \$ | 8,000.  | - | 50,000.  |
| Fire Sub Code Official/Electrical, Bldg Insp | \$ | 4,000.  | - | 20,000.  |
| Engineer                                     | \$ | 65,000. | - | 125,000. |
| Zoning Officer                               | \$ | 2,000.  | - | 10,000.  |

**SECTION 7. Board of Health**

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

**SECTION 8. Emergency Management**

|                                  |    |        |   |        |
|----------------------------------|----|--------|---|--------|
| Emergency Management Coordinator | \$ | 3,000. | - | 5,000. |
|----------------------------------|----|--------|---|--------|

**SECTION 9. Clerical**

|                                    |    |           |   |           |
|------------------------------------|----|-----------|---|-----------|
| Administrative Assistant/Clerk     | \$ | 30,000.   | - | 59,000.   |
| Part Time Administrative Assistant | \$ | 12.00/hr. | - | 30.00/hr. |

**SECTION 10. Police Department**

|                                   |    |          |   |          |
|-----------------------------------|----|----------|---|----------|
| Chief                             | \$ | 110,000. | - | 146,000. |
| Captain                           | \$ | 120,000. | - | 131,000. |
| Lieutenant                        | \$ | 117,000. | - | 128,000. |
| Sergeants                         | \$ | 114,000. | - | 125,000. |
| Detective                         | \$ | Stipend  |   | 250./mo  |
| Patrol XII                        | \$ | 107,000. | - | 114,000. |
| Patrol XI                         | \$ | 99,000.  | - | 99,000.  |
| Patrol X                          | \$ | 94,000.  | - | 94,000.  |
| Patrol IX                         | \$ | 88,000   | - | 114,000. |
| Patrol VIIIA                      | \$ | 97,000.  | - | 98,000.  |
| Patrol VIII                       | \$ | 82,000.  | - | 92,000.  |
| Patrol VII                        | \$ | 76,000.  | - | 84,000.  |
| Patrol VI                         | \$ | 70,000.  | - | 76,000.  |
| Patrol V                          | \$ | 64,000.  | - | 68,000.  |
| Patrol IV                         | \$ | 58,000.  | - | 60,000.  |
| Patrol III                        | \$ | 50,960.  | - | 52,000.  |
| Patrol II                         | \$ | 46,000.  | - | 46,000.  |
| Patrol I                          | \$ | 40,000.  | - | 40,000.  |
| Records Clerk                     | \$ | 30,000.  | - | 59,000.  |
| School Crossing Guards            | \$ | 6,500.   | - | 12,000.  |
| School Crossing Guards Daily Rate | \$ | 48.00    | - | 54.00    |
| School Crossing Guard ½ Day Rate  | \$ | 24.00    | - | 27.00    |
| Class II Special Officer          | \$ | 8.       | - | 20./hr   |
| Class I Special Officer           | \$ | 8.       | - | 20./hr   |

**SECTION 11. Casual Labor**

|              |    |    |   |        |
|--------------|----|----|---|--------|
| Casual Labor | \$ | 8. | - | 20./hr |
|--------------|----|----|---|--------|

**SECTION 13. Elected Officials**

|       |    |  |  |        |
|-------|----|--|--|--------|
| Mayor | \$ |  |  | 1,500. |
|-------|----|--|--|--------|

|               |    |  |  |        |
|---------------|----|--|--|--------|
| Councilperson | \$ |  |  | 1,500. |
|---------------|----|--|--|--------|

**SECTION 2.** All ordinances and resolutions or parts of ordinances and resolutions, inconsistent with this amending ordinance be and the same are hereby repealed.

**SECTION 3.** This amending ordinance shall become effective upon due passage and publication according to law.

**APPROVED ON FIRST READING**

DATED: September 17, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

**ADOPTED ON SECOND READING**

DATED: September 3, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

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

**JOHN F. COFFEY, II**

**Mayor**

## Jeanne Smith

---

**From:** Jeanne Smith  
**Sent:** Thursday, August 13, 2020 4:21 PM  
**To:** Donna Phelps  
**Cc:** Katie LaPorta; Oceanport Mayor; Michael O'Brien  
**Subject:** RE: 2020 salary resolution

Donna,  
 Thanks for putting resolution together. As we discussed, the following positions have proposed 2020 salaries that exceed that set by the most recent Salary Ordinance (#994):

Code Enforcement Officer 2020 Proposed \$ 10,302.00 Maximum Range Set at \$ 2,000  
 Zoning Officer 2020 Proposed \$ 12,903.00 Maximum Range Set at \$10,000  
 Deputy Registrar 2020 Proposed \$ 520.20 Maximum Range Set at \$ 500

I have adjusted the current resolution to reflect the maximum for deputy registrar and the amount set by Resolution #2019-187 for the other two positions until such time that an Ordinance to Amend the Salary ranges can be considered and adopted. Once adopted, a resolution can be put forth for Council to retroactively adjust.

**Jeanne Smith, RMC**  
*Borough Clerk*  
*Planning/Zoning Board Secretary*  
**Borough of Oceanport**  
 315 E. Main Street  
 Oceanport, NJ 07757  
 Tel: 732.222.8221

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**From:** Donna Phelps  
**Sent:** Thursday, August 13, 2020 2:57 PM  
**To:** Jeanne Smith  
**Subject:** RE: 2020 salary resolution

Here you go

---

**From:** Jeanne Smith <[JSmith@oceanportboro.com](mailto:JSmith@oceanportboro.com)>  
**Sent:** Thursday, August 13, 2020 2:37 PM  
**To:** Donna Phelps <[dphelps@oceanportboro.com](mailto:dphelps@oceanportboro.com)>  
**Subject:** RE: 2020 salary resolution

Donna – this is last year's resolution in Word – formatting may be off a little from the conversion.  
 Thanks

**Jeanne Smith, RMC**  
*Borough Clerk*  
*Planning/Zoning Board Secretary*  
**Borough of Oceanport**  
 315 E. Main Street  
 Oceanport, NJ 07757  
 Tel: 732.222.8221

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**From:** Jeanne Smith  
**Sent:** Thursday, August 13, 2020 2:26 PM  
**To:** Donna Phelps <[dphelps@oceanportboro.com](mailto:dphelps@oceanportboro.com)>  
**Subject:** FW: 2020 salary resolution

**Jeanne Smith, RMC**  
*Borough Clerk*  
*Planning/Zoning Board Secretary*  
**Borough of Oceanport**  
315 E. Main Street  
Oceanport, NJ 07757  
Tel: 732.222.8221

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**From:** Katie LaPorta <[KLaPorta@oceanportboro.com](mailto:KLaPorta@oceanportboro.com)>  
**Sent:** Wednesday, August 5, 2020 2:39 PM  
**To:** Jeanne Smith <[JSmith@oceanportboro.com](mailto:JSmith@oceanportboro.com)>  
**Subject:** 2020 salary resolution

Katie LaPorta, CMFO, QPA  
Borough Of Oceanport  
315 E. Main Street  
Oceanport, NJ 07757  
Phone - 732-222-8179  
Fax - 732-222-0904