REGULAR MEETING AGENDA
MAYOR AND COUNCIL
September 3, 2015

Call to Order.

Statement of Compliance with Open Public Meetings Act: *This meeting complies with the Open Public Meeting Act by publication of this location, date and time in the Asbury Park Press and the LINK News on January 8, 2015 and by the posting of same on the municipal bulletin board and Borough Web Site.*

Flag Salute

Invocation

Roll Call

Administrator's Report:

Clerk's Report:

1. Consent Agenda:

#2015-150	1.1	Resolution authorizing the payment of bills.
#2015-151	1.2	Resolution authorizing letter of representation and continuing disclosure agreement with the Monmouth County Improvement Authority for the capital equipment pooled lease program for Shore Regional School District
#2015-152	1.3	Resolution authorizing letter of representation and continuing disclosure agreement with the Monmouth County Improvement Authority for the capital equipment pooled lease program for the Oceanport School District
#2015-153	1.4	Resolution approving use of athletic facilities
#2015-154	1.5	Resolution certifying compliance with Local Finance Board requirement of Annual Audit
#2015-155	1.6	Resolution authorizing renewal of agreement with NJ Motor Vehicle Commission
#2015-156	1.7	Resolution correcting the extended contract to L&C Design Consultants
#2015-157	1.8	Resolution awarding a contract to All Phase Consulting Services for the Alterations to the Community Center Restrooms
#2015-158	1.9	Resolution authorizing refund of a boat ramp permit fee
#2015-159	1.10	Resolution authorizing an amendment and renewal of an Interlocal Services Agreement with the Borough of Sea Bright for Municipal Court Services

2. Minutes — Approval of the Special Meeting Minutes of August 6, 2015
   Approval of the Executive Session Minutes of August 6, 2015

3. Special School Election

COMMITTEE REPORTS:

- Finance & Administration, Councilman Briskey, Chair
- Health & Human Services, Council President Kahle, Chair
- Public Works & Engineering, Councilman Gallo, Chair
- Public Safety, Councilman Irace, Chair
- Planning & Development, Councilman Paglia, Chair
- Parks & Recreation, Councilman Patti, Chair

MAYOR MAHON'S REPORT:

Petitions from the public.

#2015-160 Resolution authorizing the Governing Body to enter into Executive Session

<u>**Litigation/Potential Litigation**</u> – **N.J.S.A. 10:4-12(b)(7)**
AcuteCare Health Systems, 1075 Stephenson Avenue

<u>**Personnel Matters**</u> – **N.J.S.A. 10:4-12(b)(8)**
Borough Administrator Employment Contract

Adjournment.

REGULAR MEETING MINUTES

Oceanport, New Jersey
September 3, 2015

The Regular Meeting of the Oceanport Mayor and Council was called to order on September 3, 2015 at 9:33 PM with the Statement of Compliance with the Open Public Meetings Act given by Mayor Mahon.

"Adequate notice of this meeting has been provided by notice to the Asbury Park Press and The Link News on January 8, 2015, and by the posting of same on the municipal bulletin board and Borough Web Site."

PLEDGE OF ALLEGIANCE: Mayor Mahon led the audience and members of the Council in the flag salute.

INVOCATION: Reverend Wayne Smith, Retired Colonel, gave the invocation.

MEMBERS PRESENT: Councilpersons Briskey, Gallo, Kahle, Irace, Paglia, Patti and Mayor Mahon

OFFICIALS PRESENT: Borough Administrator, John Bennett, Borough Clerk, Jeanne Smith, and Borough Attorney, Scott Arnette

ADMINISTRATOR'S REPORT: Borough Administrator Bennett noted that his report is highlighted in Workshop and was noted in those minutes. In the future his report will be attached to the minutes.

CLERK'S REPORT:

1. Consent Agenda:

#2015-150	1.1	Resolution authorizing the payment of bills.
#2015-151	1.2	Resolution authorizing letter of representation and continuing disclosure agreement with the Monmouth County Improvement Authority for the capital equipment pooled lease program for Shore Regional School District
#2015-152	1.3	Resolution authorizing letter of representation and continuing disclosure agreement with the Monmouth County Improvement Authority for the capital equipment pooled lease program for the Oceanport School District
#2015-153	1.4	Resolution approving use of athletic facilities
#2015-154	1.5	Resolution certifying compliance with Local Finance Board requirement of Annual Audit
#2015-155	1.6	Resolution authorizing renewal of agreement with NJ Motor Vehicle Commission
#2015-156	1.7	Resolution correcting the extended contract to L&C Design Consultants
#2015-157	1.8	Resolution awarding a contract to All Phase Consulting Services for the Alterations to the Community Center Restrooms
#2015-158	1.9	Resolution authorizing refund of a boat ramp permit fee
#2015-159	1.10	Resolution authorizing an amendment and renewal of an Interlocal Services Agreement with the Borough of Sea Bright for Municipal Court Services

The Clerk advised that there were 10 items on the consent agenda. The Clerk asked for a motion which was made by Council President Kahle and seconded by Councilman Gallo.

The Clerk called roll:

AYES: Briskey, Gallo, Kahle, Irace, Paglia, and Patti
NAYES: None
ABSTAIN: None
ABSENT: None

The Clerk stated that the motion carried

#2015-161 Resolution authorizing the 2015 Monmouth County Municipal Open Space Grant Application

The Clerk read resolution #2015-161 in full and asked for a motion which was made by Council President Kahle and seconded by Councilman Gallo. Councilman Irace asked for discussion on the motion and then asked Ms. Smith if the application included the playground. Ms. Smith answered that the resolution only authorizes the application and was not sure of the application's content which was being drafted by the Borough's Grants Consultant Dave Jenkins and would have to verify with Recreation Coordinator Joanne Hunt and Mr. Jenkins. Councilman Irace commented that it was supposed to, they've been told twice. Mayor Mahon commented that he suspects the information that they've been told previously is accurate as there was no discussion on any variation of what was original suggested and we left that proposal in the hands of Rec. Councilman Irace asked the Rec Committee to make sure that it was in there. Councilman Briskey asked if we vote it in can we change it. Mayor Mahon answered, yes, the application can be amended.

The Clerk called roll:

AYES:	Briskey, Gallo, Kahle, Irace, Paglia, and Patti
NAYES:	None
ABSTAIN:	None
ABSENT:	None

The Clerk stated that the motion carried

2. Minutes Approval of the Special Meeting Minutes of August 6, 2015
Approval of the Executive Session Minutes of August 6, 2015

Councilman Irace asked to take the Executive Session Minutes of August 6, 2015 separately. The Clerk asked for a motion approving the Special Meeting minutes of August 6, 2015 which was moved by Council President Kahle and seconded by Councilman Irace.

The Clerk called roll:

AYES:	Briskey, Gallo, Kahle, Irace and Patti
NAYES:	None
ABSTAIN:	Paglia
ABSENT:	None

The Clerk stated that the motion carried.

The Clerk asked for a motion approving the Executive Session minutes of August 6, 2015 which was moved by Council President Kahle and seconded by Councilman Patti.

The Clerk called roll:

AYES:	Briskey, Kahle and Patti
NAYES:	None
ABSTAIN:	Gallo, Irace, Paglia
ABSENT:	None

The Clerk stated that the motion carried.

3. Special School Election

Ms. Smith advised that she had been contacted by the Monmouth County Clerk of Elections concerning the special school election for September 29, 2015 which the Oceanport Board of Education has been postponed until December.

Ms. Smith lastly advised that she was in receipt of the executed Agreement with the State for the Route 71 improvements and that they were in the process of the bidding out and that they anticipate beginning the work at the end of September. Council President Kahle asked that the neighborhoods adjacent be notified, Irma Place, Wittenburg, Pine Tree, Monmouth Road and Eatontown which Ms. Smith stated she would have taken care of.

COUNCILMAN BRISKEY: Councilman Briskey reported on the following items: a meeting with the Auditor, the 3 recommendations for the CFO to address; attendance of the Finance & Administration Committee and the proposed personnel policy changes; attendance at Congressman Pallone's forum on Hurricane Sandy in Monmouth Beach with focus on communications with the public and emergency services and fuel for generators, utility companies reports on updates to infrastructure and network improvements.

COUNCIL PRESIDENT KAHLE: Council President Kahle reported that she attended last week the Board of Education meeting; thanked Board President McVitty for his information specifics and encouraged the public to attend the Board of Education meetings as well as the Borough Hall meetings which will shaped the communities future; reported she attended the site selection committee meeting this week which Councilman Paglia would be reporting on later; and receipt of letter from Monmouth County advising that the Royal Flush – a sewerage pump out boat which had not been in operation for this year would be in full operation for 2016 and in the meantime the Head Mistress would be operating in the Shrewsbury through mid-October.

COUNCILMAN GALLO: Councilman Gallo reported that the DPW facility on Fort Monmouth has a new roof, gutters, drains and siding and walls repaired; office move now complete with staff now reporting to the new building for daily work and all trucks now relocated to the new site.

COUNCILMAN IRACE: Councilman Irace had nothing for Public Safety, however, gave an update on Monmouth Park and current results in the courts against sports wagering which would be appealed to the next court; highlighted the success of this year's Haskell event with record ratings on TV and the ongoing struggle for horseracing in New Jersey and encouraged everyone to support the track. Councilman Irace also commented that the legislature had "punted" the issue on a casino up at the Meadowlands until next year. Discussion ensued on the topic.

COUNCILMAN PAGLIA: Councilman Paglia reported on several topics including the Housing Committee meeting and availability of a pool located in Tinton Falls through the County system; meeting on the personnel policies and procedures changes which had been provided to the Council for an opportunity to comment over the next 2 weeks and review at next Council meeting; site selection committee meeting and OEM Director Buzz Baldanza who provided flood data for the sites being looked at with only Maria Gatta Park and the Fort Monmouth 900 area remaining dry up to Category 2 and thanked Buzz Baldanza for his work on that, the Committee's discussion on the proposed site and the recommendation to Council to pursue Maria Gatta Park for the new location of Borough Hall, highlighted the benefits including location at center of town and near recreation facilities. Mayor Mahon asked Councilman Paglia to talk about the site as a whole and how discussion was to include the recreational improvements planned for that park by the 10-year plan. Councilman Paglia expounded on the longtime need for capital improvements in the Borough's parks and that for Maria Gatta Park there was conceptual thought to improve the facilities; possibly a facility that would minimize maintenance, how to defray costs through outside funds to maximize the Park at the center of town with the ongoing revitalization of the downtown area. Mayor Mahon added that it was being considered to do as one large project. Council President Kahle commented that the Borough Hall would be the first part and then the Rec Committee's Master Plan for the park be developed with grants, open space funds.

Councilman Paglia then made a motion to designate Maria Gatta Park as the future site for the Borough Hall which was seconded by Council President Kahle. Mayor Mahon opened for discussion on the motion and stated for clarification that they were seeking to move forward the resolution which essentially indicates that the final selection is for Maria Gatta Park, eliminating the Fort Monmouth site for a variety of reasons. Councilman Irace asked for some of the reasons why it was eliminated. Councilman Paglia reminded that Council had previously narrowed it down to Maria Gatta Park or Fort

Monmouth and that the Fort presents uncertain issues, that the old village center site was decided would be too expensive to pursue and that it would be less costly to build new and that the old Borough Hall brought up numerous residents but our essential services cannot get in or out in another storm, the Wolf Hill farm property had been looked at but was not available. Council President Kahle added that the Borough Hall was planned to be in the municipal complex where FMERA was proposing the homeless shelter and because the plan was to bring the library back with the Borough Hall was another reason. Councilman Irace asked if there was a reason that this had to be approved tonight. Mayor Mahon answered no, but believes Councilman Paglia and the Committee were looking for consent to prepare a resolution for next meeting laying out the choices to which there were no objections. Councilman Paglia added that also about Fort Monmouth there are a lot of unknowns of the surrounding properties and that the pros were to build new, looking at 1 story, wanted to pick a place first so that the design would for the site and the access was one of the positives for Gatta Park and that utilities for Fort Monmouth were unknown. Councilman Paglia also commented on the financing and that they were looking to do the best for the Borough.

Councilman Paglia lastly reported that applications were being accepted for the Construction Official position. Councilman Irace asked if it was on the website. Mr. Bennett stated it had been advertised.

COUNCILMAN PATTI: Councilman Patti advised the next meeting of the Parks & Rec Committee was next Wednesday, Sept. 9th; gave details on the upcoming Summer's End Festival. Councilman Patti also reported on his attendance at the FMERA meeting as the Mayor's designee, that it was an eye-opener, several other members of Council in attendance, many members of the public from Oceanport present, willingness to work with FMERA as long as it put forth Oceanport's best interest, the next meeting was Sept. 16th, the Executive Director's offer to tour the fort to see what the buildings are that are being discussed and a suggestion to do a bus tour – which was offered in a recent email, the importance of attending the meetings and showing our commitment which might bring the changes that we're wanting. Councilman Irace thanked Councilman Patti for doing a great job and it was appreciated. Councilman Patti commented that Councilman Patti's comments were eloquent, to the point and they reacted to it instantly. Councilman Paglia commented to Councilman Patti he was very good with his presentation and asked him about his use of the word deceitful, which James Gorman had asked to what extent are you asking "deceitful" and asked him to explain to Council. Councilman Patti explained that he had given a statement which he had run by the Mayor before making it to be sure nothing said was inaccurate, and he stated that the Borough was deceived by AcuteCare and Unity and Chairman Gorman asked what did he mean by deceived to which Councilman Patti responded that they came before our Planning Board, told them it would be medical suites and then to find out through our Police Chief that there was a rehab center and that when you say one thing and then do something else that is deceitful. Councilman Patti continued that Mr. Gorman turned to the Deputy Attorney General and asked him to look into it so the Borough should follow up on that after the next meeting. Councilman Patti further stated to make his point clear that we are not against people with disabilities, mental illness, drug addiction but they should have come to the Borough first and give us that option and Councilman Patti plans to follow up with the DAG and to see if they're actually going to do something. Mayor Mahon commented that he'd heard that they were pleased before, during and after the meeting with Councilman Patti's participation which was why he'd requested he be a part of the Ad Hoc Committee. There was additional discussion on how to proceed proactively.

MAYOR MAHON: Mayor Mahon thanked Councilman Patti for attending the FMERA Board meeting on his behalf and commented that Councilman Briskey being new is the only one who has not attended in his place and the next meeting is annual reorganization which the Mayor has to attend but the meeting in October would be the first that Councilman Briskey could attend to which Councilman Briskey answered okay.

Mayor Mahon thanked Council President Kahle once again for running the last meeting while he was travelling and brought his son back to college and asked her to cover his duties for Summer's End as he would be travelling that weekend as well.

PUBLIC:

Mayor Mahon then opened the meeting to anyone from the public who wished to be heard. As no one from the Public wished to be heard, the public portion of the meeting was closed.

#2015-135 Resolution authorizing the Governing Body to enter into an Executive Session

At 10:23 pm the Mayor asked for a motion on **Resolution #2015-135** authorizing the Governing Body to enter Executive Session to discuss Personnel Matters (staffing vacancies) and Litigation/Potential Litigation (AcuteCare, 1075 Stephenson Avenue). Motion was made by Councilman Patti seconded by Council President Kahle.

The Clerk called roll:

AYES:	Briskey, Kahle, Gallo, Irace, Paglia and Patti
NAYES:	None
ABSTAIN:	None
ABSENT:	None

The Clerk stated that the motion carried.

At 11:57 p.m. the Council returned from Executive Session and re-opened the Regular Meeting on a motion by Council President Kahle which was seconded by Councilman Patti and approved by Council.

Mayor Mahon stated that there was additional item of business after returning from executive session. Mr. Arnette stated that he had been directed to prepare the following terms and conditions for the appointment agreement with John O. Bennett which would be drafted and presented to the Council to vote on by resolution at the next meeting: retain management rights; responsibilities of the Administrator to be delineated; responsibilities of the Public Works Superintendent; salary $90,000 for Borough Administrator; salary $35,000 for Public Works Superintendent; hours to include 35 hours; flex time for position as Superintendent of Public Works for extraordinary circumstances; holidays same as Borough employees; 25 vacation days annually; 5 personal days annually, 10 sick days annually with no cash value upon surrender or termination of employment; no insurance or retirement benefits; duration January 1, 2014 through December 31, 2017; no prohibition from outside of employment. Mayor Mahon stated for the record this was approved by the majority of the Governing Body in Executive Session to move it forward in public session. Mr. Arnette requested a vote to authorize him to draft the agreement with those terms and conditions for the next meeting which was moved by Councilman Patti and seconded by Councilman Gallo. Councilman Irace asked for discussion on the motion which was opened. Councilman Irace reiterated his objection to discussing this as it was now midnight and he thought it should be discussed at a public meeting and no residents were present at the moment, it was a split vote and the public has a right to hear what was going on. Councilman Paglia echoed the same simply for the transparency promised to the residents. Councilman Briskey commented that he thought the agreement should be given to the Council in writing before voting. Council President Kahle stated that what was being voted on was the consent for the Borough Attorney to draw up the contract and in public at the next meeting we would discuss and vote on it in public transparent to our residents. Councilman Patti stated yes, and we went through term by term together as a Council and voted on each item. Councilman Irace stated he would like to see contract in writing. Council President Kahle responded that he would see it.

Mayor Mahon summarized that the motion was to consent to having the Borough Attorney prepare the documents and that once prepared it would be distributed to the Governing Body in advance with the accompanying resolution for consideration during the next public session of the Council in Workshop and for Regular session after that.

The Clerk called roll:

AYES:	Kahle, Gallo, Patti and Mayor Mahon
NAYES:	Briskey, Irace, Paglia
ABSTAIN:	None
ABSENT:	None

The Clerk stated that the vote was 3-3, called for Mayor Mahon's vote which was in the affirmative and stated the motion carried 4-3.

As there was no further business, the meeting was adjourned at 12:02 p.m. on a motion by Councilman Patti seconded by Councilman Gallo and approved by Council.

Respectfully submitted,

JEANNE SMITH
BOROUGH CLERK

ADMINISTRATOR'S REPORT 09-03-2015

BBB BOAT RAMP FACILITY (ongoing) Ramp and floating dock have been completed. The project came in on time and under budget! We have sold 66 permits so far for the use of the ramp. (Seasonal – Residents -24, Non-residents – 37. Daily -6) Total revenues to date - $2505.00. ***9/1/15 - $2675.***

BUILDINGS (ongoing)

1. BBB Pavilion: Closed for 2 weeks while miscellaneous improvements performed, i.e., bathroom floors, main room and kitchen. Tile floor installed in bathroom, kitchen and walkway. Carpet tiles receive and scheduled for installation week of 02/23/2015. Carpet tiles installed and window trim has been completed. Defibrillator purchased and installed Building has been painted and curtain rods are being installed. Indoor bathroom has been revised by Borough plumber and institutional fixtures have been replaced. Refrigerator has been purchased and was delivered and installed. Outdoor bathrooms have a water pressure problem which is currently being addressed. Kitchen build-out has been designed and we are awaiting additional cost estimate. Unfortunately, the contractor we were attempting to use has not given an updated price. We have secured an estimate from Kelly Builders and expect to move forward with the installation of the snack bar. The tank and pump to correct the water pressure will be installed in the kitchen cabinet. Price received from, Kelly Builders. Will attempt to get price for sinks and counters. Need to explore getting more handicapped spaces and a railing for the handicapped individuals to have access to the building. ***Have requested the Borough Engineer to get prices for additional Handicapped parking and a railing going up the ramp.***

2. Port Au Peck Firehouse:
   (a) Lighting & heating improvements. ***Work has been completed and all HVAC has been installed.***

   (b) Lobby doors. - ***Fire Chief reports the work has been completed and looks great. Some additional work will need to be done to finalize the project. The balance of the Capital will be used for this and additional funds may need to be allocated next year if the Fire Company advances the funds to complete the project.***

3. DPW Facilities. . Overhead door has been installed and the electric motors for both doors are also in. The roof is complete with gutters and drains. Siding has been installed with all walls being repaired. Electric quotes being secured and will proceed to get new service for the building inside and out. The move to the office building is complete and the DPW staff reports to the new building for work daily. Trucks have been moved to the yard at the Fort. ***Borough electrician will be proceeding to get some preliminary electrical work done including a new panel in Building 900.***

4. Community Center/Library –
   County has approved the change in scope of work for a single handicap accessible restroom in place of the existing storage area used by Recreation. Matter has been referred to Borough Engineer and Borough Architect to move forward with improvements. Agreement with the County accepting the Grant has been returned to the County. Architect will be proceeding to get specs drawn for bidding the work. Architect has submitted proposal for project management and work is proceeding. ***Bids have been received for the inside work for the ADA bathrooms. They are presently being***

reviewed by the Borough Attorney and should be on for award at the meeting of September 3rd. This project is paid in full by the CD Grant from the County.

5. Police Headquarters ***Request for extension in the lease has been sent to FMERA.The extension has been endorsed by Bruce Steadman and been forwarded to the FMERA Board for action.***

6. Old Boro Hall – all pictures have been removed from the old boro hall and been inventoried by summer help. They will be hung around the Borough in the buildings owned by the boro so they will not be damaged or lost. Additional boxes of files are being removed and we are in the process of emptying everything from the building. ***Pictures have been hung in BBB Pavilion and the Old Wharf Building.***

COAH – I have been informed by special council, Andrew Bayer, that he has filed a declaratory action in Superior Court New Jersey to determine that Oceanport has satisfied its obligation to provide its fair share of the region's affordable housing, providing Oceanport with immunity from constitutional compliance, exclusionary zoning or builders' remedy litigation (collectively, "Mt. Laurel Litigation"), and authorizing Oceanport to use its affordable housing trust funds for any purposes authorized under law. ***A conference in this matter has been scheduled with the Judge.***

A combined Fairness and Compliance Hearing has been scheduled in the settlement for September 9, 2015. The purpose of the combined Hearing is to determine if a settlement between the Borough and Fair Share Housing Center is fair and reasonable to the region's low and moderate income households.

FEMA CLAIMS (ongoing) still pending, meeting has been scheduled with representatives from the State as to why we have not been paid to date. Meeting was held with representative from the State. Project worksheet for Protective Measures is nearing finalization and will result in an approximate $300,000 reimbursement less payments received (approx. $50,000) Check in the amount of $129,000 received for protective measures. We have received notification that the sum of $1,461,580.29 has been obligated for the Borough of Oceanport for the DPW Building and Police Trailers. A portion of this money is for the temporary relocation and balance is to be put toward permanent location. Additional monies remain pending. Approximately $80,000 has been received for police department relocation. OEM Director has informed me that he has been successful in securing an additional credit for the debris pickup from SSS. We were originally being assessed for a $500,000 overpayment, which has now been reduced by approximately $200,000. A repayment schedule has been worked out with the State for the balance. ***Additional claims submitted and being reviewed.***

FORT MONMOUTH:

Fort Monmouth Marina – Notice of violation from DEP was served on concessionaire. Attorneys for concessionaire are attempting to resolve differenced directly with the state. Construction of the non-impacted areas is proceeding. Notice of violation from DEP has been served on the Federal Government. All parties are engaged in attempts to resolve all outstanding issues. ***Sewer problem resulted in the restaurant being closed for 2 nights. Matter has been corrected and place reopened. Closing delayed until NFA (No further Action) letter received from the DEP to the Army. Army to meet with Tidelands concerning other issue relating to the bulkhead.***

Ebola – NJ Department of Human Services has requested to temporarily extend the EBOLA quarantine at Fort Monmouth through September 15, 2015. Quarantine is for asymptomatic, out-of-state travelers exposed to EBOLA Virus only. Request approved by FMERA.

RPM – A purchase and sale agreement has been reached between FMERA and RPM for the sale of the Officer Housing parcel located near the main gate of the fort on Oceanport Avenue. Planning Board approval for the North and South portion of the project has been secured. ***Ready to close as soon as FMEREA closes with the Army. Should be approximately November 1st.***

Fitness Center – The Purchase and Sale agreement has been signed. Due Diligence has begun. It is anticipated the closing will take place on or about ***January*** 1st. **Building will not open until closing. The property will require a re-use amendment.**

Chapel – One bids was received on the Chapel and the school attached to the Chapel on June 19th. The Assembly of God (currently in Shrewsbury) has received the OK from the Real Estate team. Site Plan is to be submitted to the Oceanport Planning Board.

Dance Hall – Bids were received on June 26th. Two (2) bids were received. One is a taxable use and the other a non-taxable use. It is expected to have an early 2016 closing. ***This will take an amendment to the reuse plan as this building was originally scheduled for demolition. Contract negotiations will begin with the recommended purchaser soon. The recommended purchaser is a taxable use.***

Nursing quarters – Bids were received on this property (next to the old hospital). On June 19th. Five (5) bids were received. The evaluation team is to review and report to the Real estate committee. ***Evaluation complete. Will report to the Real Estate committee next week. The recommended party is an experienced residential developer. The project is for profit and therefore will be taxable.***

Russell Hall – Three (3) proposals were submitted in interest for Russell Hall. One by the Borough. The recommended investor is looking to close by the end of the calendar year. The proposal deals with incubator Hi-tech companies and are expected to bring a number of jobs to Oceanport from out of State. This will be taxable. ***I met with one of the bidders, (Tether View) who will be applying to appear before Council to present what they want to do with the property. They will be using 2/3 of the building for their own company and seek to rent out the other 1/3 to incubator Hi-tech companies. Contract negotiations have already begun.***

Prevailing Wage changes – A ruling by the Attorney General changed the status of the use of prevailing wage at the Fort. Only on those properties which are owned by FEMERA are subject to the mandate of paying the prevailing wage.

The following properties will be going out to bid in the near future.

1. ***Allison Hall*** – Bid to be going out between now and spring of 2016. Ongoing marketing and evaluation taking place as to appropriate use. ***Allison Hall is a 36,665 sf, circa 1928 building that served as the Fort's first permanent hospital. It was converted to office use when Patterson Hospital was constructed in 1962. The Reuse Plan proposes that Allison Hall be renovated for office use. Staff believes that Allison Hall should be repurposed for an alternate commercial use. One possible option is to incorporate the structure into the vision for a boutique hotel planned for the Parker's Creek waterfront. Staff further recommends combining Allison Hall with the adjacent land and buildings to the north so that Allison Hall would have frontage on the creek and its future waterfront promenade. Since this will be a use different than in the Reuse Plan the RFOTP will alert prospective purchasers that the change in use will be subject to Board Approval of a Reuse Plan amendment or a variance.***

2. ***The Lodging Area- consists of eight buildings located in Oceanport, adjacent to Parker's Creek in the northeast quadrant of the Main Post. Two of the buildings were used by FEMA in 2013 and 2014 to house families displaced by Sandy. Two others are historic properties. One Building is pledged to the Affordable Housing Alliance for supportive housing under one of FMERS's Legally Binding Agreements. The reuse Plan designates these buildings for reuse as housing and the remainder of the Lodging Area to be replaced by a boutique hotel and spa and a waterfront promenade. Two parties have expressed interest in purchasing the Lodging Area for retention and reuse, one for health, wellness and conference uses, and the other for a non-profit use. Neither would utilize the property for permanent housing. Staff believes that it is appropriate to retain some or all of the existing buildings for one or more of these uses, but specifically excluding permanent residences. Any development of the property must include the planned waterfront promenade.***

3. ***Barkers Circle -*** .Bid going out between now and spring of 2016. This is in the reuse Plan for residential. ***The Reuse Plan calls for the renovation of three of the five Barker Circle buildings into 75 units of housing, with the two remaining buildings (Building 206 and 208) adapted as municipal offices for the Borough of Oceanport. The Borough has advised that it does not need either building for public purposes, so staff is proposing to make Buildings 206 and 208 available for private development, preferably for non-residential use. The Fire House is projected for continued use as a fire house in the Reuse Plan, but is no longer needed for that purpose; the Oceanport Police Department is subleasing the Fire House from FMERA on an interim basis through 2016. Kaplan Hall is designated for civic use in the Reuse Plan. Staff proposes to combine Barker Circle, the Fire House and Kaplan Hall in a Request for Offers to Purchase (RFOTP). A provision will be included to permit the withdrawal of the Fire House if it is needed for continued public use.***

4. ***The Commissary-*** Bid has been received from 1 company. It is a hi-tech company and anticipated to be converted to offices. Proposal being reviewed as to compliance. No recommendation as yet. ***One of the newer buildings on the Fort, the 53,700sf Commissary was completed in 1998. The reuse Plan envisions the Commissary as a future retail building that could serve the residential and commercial occupants of the Oceanport Education/Mixed Use Neighborhood. The use as an officer/RD use is not consistent with the Reuse Plan, however staff believes it is more suited for Rand D than retail given its location and the change of the area since the inception of the Plan.***

5. ***Squires Hall – .Bid should be going out before the end of the year.***

The redevelopment for uses other than currently contemplated in the Reuse Plan is subject to separate Board approval of a Reuse Plan amendment or a variance. To approve a Reuse Plan amendment, the Board would first approve the transmission of the proposed amendment to the three host municipalities for the municipalities to have an opportunity to provide comments and then would approve the responses to any comments and the proposed amendment itself.

We have been notified by FMERA that they are willing to reopen the discussions on permanent locations for the Police and DPW operations. They also would like to restart the discussion on the Borough acquisition of real estate in exchange for services-in-kind, cash, or a combination thereof.

GRANTS
Recreation Committee is requesting that the Borough apply for a County Park Grants for improvement of the tennis courts at Community Center Park - Application due in September. *Application being prepared for submission.*

We are in receipt of the Dr. Pepper recycling grant which will provide for 36 recycling bins to be located throughout the town. Bins have been received and a media announcement is being prepared in accordance with the grant requirements.

Clean Communities Grant amount awarded for 2015 $13,892.53.

Application pending for "Safe Street" Grant so we can hire a police officer.

HEALTH BENEFITS: All conversions of health and dental have been completed. The ***8*** HSA accounts have been funded by the town.

PERSONNEL: ***We are currently advertising and accepting applications for a Construction Code Official.*** *We have filled the vacancy of the violations clerk. This is a part-time position with no benefits.*

PORTABLE GENERATOR PROJECT - ongoing
Kick off meeting was held 01/14/2015. Agreement has been signed and returned. Funding for this project (over and above the grant amount) will be funded through a bond ordinance. The Board of Education has agreed to contribute – amount to be determined upon final cost estimate. Updated cost estimates are presently being prepared by the Borough engineer. July 7th report has been filed.

Storm Water Management Update – Meeting held with DEP, DPW and Borough Engineer to assure compliance with state requirements of our storm water management plan. ***County has been contracted to do the required street sweeping on East Main Street and Main Street. (This previously was done by Rumson who stopped doing it).***

VEHICLES:
Diesel retro-fit of current vehicles to be scheduled.

Police vehicles and public works vehicles as approved in the budget have been identified and will be funded through the MCIA lease purchase program. Total cost estimated at $416,000. Closing is scheduled for late September.

WOODBINE CEMETERY: To date, no application filed with Cemetery Board as *of* ***August 18, 2015.***

RECREATION – The Peninsula Soccer Club has been approved by the Recreation Committee for use of Maria Gatta Park again this fall. The club would like to bring in portable lighting during late October and November so they are able to practice until 8 pm. The recreation committee has approved this. Unless there is an objection I will notify the Club this is acceptable as long as the lights are placed not to shine in any residences. And must be removed at the end of the season.

SHARED SERVICES WITH SEA BRIGHT- I have a proposal for an amended agreement with the Borough of Sea Bright to keep their Court in Oceanport. It is a benefit to both communities. There was discussion of Sea Bright joining with another municipality. In order to keep the Court here a small adjustment in the annual rent will need to be made as to what is paid by Sea Bright. ***Matter was referred to the Borough Attorney who will present the new agreement at tonight's meeting.***

I have been contacted by the Borough of Sea Bright that they are interested in purchasing a hot patch machine together with Oceanport. I will proceed to get the costs and present this new shared services proposal to the Council.

Another opportunity for shared services for a hot patch machine with another municipality has presented itself. This will be renting equipment that they own. I am proceeding with this to determine the time we need such a machine and the work that can be performed by our DPW. Once those decisions are made we can determine if we should continue to rent or purchase with another town.

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR SEPTEMBER 3, 2015

RESOLUTION #2015-150
09-03-15

WHEREAS, the Governing Body of the Borough of Oceanport has reviewed the vouchers submitted in support of the bill list dated September 3, 2015; and

WHEREAS, the Governing Body has determined that the bill list as prepared comports with the vouchers submitted by various vendors; and

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, 2015.

NOW THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Oceanport hereby authorizes payment of all bills on the bill lists dated September 3, 2015 subject to the Borough's Chief Financial Officer certifying there is sufficient funds for the payment of same.

CERTIFICATION OF FUNDS

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

Catherine D. LaPorta, CFO

Motion: Kahle Second: Gallo

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(✓)	( )	( )	( )
Gallo	(✓)	( )	( )	( )
Irace	(✓)	( )	( )	( )
Kahle	(✓)	( )	( )	( )
Paglia	(✓)	( )	( )	( )
Patti	(✓)	( )	( )	( )
Mahon	( )	( )	( )	( )

I certify that the foregoing Resolution #2015-150 was adopted by the Borough Council of the Borough of Oceanport at their meeting held on September 3, 2015

JEANNE SMITH, RMC
BOROUGH CLERK

BOROUGH OF OCEANPORT
BILL LIST

	SEPTEMBER 3 2015	
PAYEE	AMOUNT	
PAYROLL ACCOUNT	$ 94,356.89	18th Pay
2014 EXPENDITURES		
CAPITAL TRUST TOTAL	$ 26,078.75	
DOG REGISTRY TOTAL	$ 13.20	
ESCROW TRUST TOTAL	$ 2,710.00	
OPEN SPACE TRUST TOTAL	$ 193.04	
TRUST OTHER TOTAL	$ 1,030.00	
UNEMPLOYMENT TRUST TOTAL	$ 163.50	
2014 VOUCHERS PAID	$ 228,774.41	
2014 VOUCHERS PAID THIS MEETING	$ -	
TOTAL	$ 228,774.41	
2015 VOUCHERS PAID	$ 15,179,336.60	
2015 VOUCHERS PAID THIS MEETING	$ 1,257,314.07	
TOTAL	$ 16,436,650.67	

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

John O. Bennett

RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LETTER OF REPRESENTATION AND A CONTINUING DISCLOSURE AGREEMENT IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY'S CAPITAL EQUIPMENT POOLED LEASE REVENUE BONDS, SERIES 2015 AND AUTHORIZING AN AUTHORIZED MUNICIPAL REPRESENTATIVE TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SUCH BONDS

Resolution #2015-151
09-03-15

WHEREAS, the Shore Regional School District (the "Board") desires to lease and permanently finance the cost of acquisition of certain capital equipment (the "Equipment") from The Monmouth County Improvement Authority (the "Authority"); and

WHEREAS, the Authority will provide for the financing of the cost of the acquisition of the Equipment by the issuance of its Capital Equipment Lease Revenue Bonds, Series 2015 (Shore Regional School District Project) (the "Bonds") payable from rentals by the Board pursuant to a Lease and Agreement by and between the Board and the Authority (the "Lease"); and

WHEREAS, in order to induce the Authority to issue and deliver the Bonds and its Capital Equipment Pooled Lease Revenue Bonds, Series 2015, there has been prepared and submitted to the Borough of Oceanport, New Jersey (the "Municipality") a Letter of Representation in the form attached hereto as Exhibit A; and

WHEREAS, there has been prepared and submitted to the Municipality a Continuing Disclosure Agreement in the form appended hereto as Exhibit B for execution by the Municipality if the Authority shall determine that the Municipality is or will be an "obligated person" with respect to the Authority's Capital Equipment Lease Revenue Bonds, Series 2015 within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission (an "Obligated Person");

NOW, THEREFORE, BE IT RESOLVED BY THE BOROUGH OF OCEANPORT, AS FOLLOWS:

Section 1. That the Letter of Representation, in the form presented to this meeting, be and the same is hereby approved, and any Authorized Municipal Representative (as that term is defined in the Lease) is hereby authorized to, and one of such officers shall execute the Letter of Representation, with such additions, deletions or modifications as such officer shall approve, and to deliver the same to the addressees designated on such Letter of Representation, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 2. That the Continuing Disclosure Agreement, in the form presented to this meeting, be and the same is hereby approved, and any Authorized Municipal Representative is hereby authorized to, and one of such officers shall execute the Continuing Disclosure Agreement, with such additions, deletions or modifications as such officer shall approve, and to deliver the same upon the determination by the Authority that the Municipality is or will be an Obligated

Person, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. That any Authorized Municipal Representative is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the sale, issuance and delivery of the Bonds, the Authority's Capital Equipment Pooled Lease Revenue Bonds, Series 2015 and all related transactions contemplated by this resolution.

Section 4. All resolutions or proceedings, or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.

Section 5. This resolution shall become effective immediately.

Motion: Kahle Second: Gallo

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(✓)	( )	( )	( )
Gallo	(✓)	( )	( )	( )
Irace	(✓)	( )	( )	( )
Kahle	(✓)	( )	( )	( )
Paglia	(✓)	( )	( )	( )
Patti	(✓)	( )	( )	( )
Mahon	( )	( )	( )	( )

I certify that the foregoing Resolution #2015-151 was adopted by the Borough Council of the Borough of Oceanport at their meeting held on September 3, 2015

JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LETTER OF REPRESENTATION AND A CONTINUING DISCLOSURE AGREEMENT IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY'S CAPITAL EQUIPMENT POOLED LEASE REVENUE BONDS, SERIES 2015 AND AUTHORIZING AN AUTHORIZED MUNICIPAL REPRESENTATIVE TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SUCH BONDS

Resolution #2015-152
09-03-15

WHEREAS, the Borough of Oceanport Board of Education (the "Board") desires to lease and permanently finance the cost of acquisition of certain capital equipment (the "Equipment") from The Monmouth County Improvement Authority (the "Authority"); and

WHEREAS, the Authority will provide for the financing of the cost of the acquisition of the Equipment by the issuance of its Capital Equipment Lease Revenue Bonds, Series 2015 (Oceanport Board of Education Project) (the "Bonds") payable from rentals by the Board pursuant to a Lease and Agreement by and between the Board and the Authority (the "Lease"); and

WHEREAS, in order to induce the Authority to issue and deliver the Bonds and its Capital Equipment Pooled Lease Revenue Bonds, Series 2015, there has been prepared and submitted to the Borough of Oceanport, New Jersey (the "Municipality") a Letter of Representation in the form attached hereto as Exhibit A; and

WHEREAS, there has been prepared and submitted to the Municipality a Continuing Disclosure Agreement in the form appended hereto as Exhibit B for execution by the Municipality if the Authority shall determine that the Municipality is or will be an "obligated person" with respect to the Authority's Capital Equipment Lease Revenue Bonds, Series 2015 within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission (an "Obligated Person");

NOW, THEREFORE, BE IT RESOLVED BY THE BOROUGH OF OCEANPORT, AS FOLLOWS:

Section 1. That the Letter of Representation, in the form presented to this meeting, be and the same is hereby approved, and any Authorized Municipal Representative (as that term is defined in the Lease) is hereby authorized to, and one of such officers shall execute the Letter of Representation, with such additions, deletions or modifications as such officer shall approve, and to deliver the same to the addressees designated on such Letter of Representation, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 2. That the Continuing Disclosure Agreement, in the form presented to this meeting, be and the same is hereby approved, and any Authorized Municipal Representative is hereby authorized to, and one of such officers shall execute the Continuing Disclosure Agreement, with such additions, deletions or modifications as such officer shall approve, and to deliver the same upon the determination by the Authority that the Municipality is or will be an Obligated

Person, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. That any Authorized Municipal Representative is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the sale, issuance and delivery of the Bonds, the Authority's Capital Equipment Pooled Lease Revenue Bonds, Series 2015 and all related transactions contemplated by this resolution.

Section 4. All resolutions or proceedings, or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.

Section 5. This resolution shall become effective immediately.

Motion: Kahle Second: Gallo

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(✓)	( )	( )	( )
Gallo	(✓)	( )	( )	( )
Irace	(✓)	( )	( )	( )
Kahle	(✓)	( )	( )	( )
Paglia	(✓)	( )	( )	( )
Patti	(✓)	( )	( )	( )
Mahon	( )	( )	( )	( )

I certify that the foregoing Resolution #2015-152 was adopted by the Borough Council of the Borough of Oceanport at their meeting held on September 3, 2015

JEANNE SMITH, RMC
BOROUGH CLERK

LETTER OF REPRESENTATION

October __, 2015

The Monmouth County Improvement Authority
Freehold, New Jersey

Raymond James & Associates, Inc., as
as representative of the Underwriters
New York, New York

County of Monmouth
Freehold, New Jersey

Ladies and Gentlemen:

In order to induce (i) The Monmouth County Improvement Authority (the "Authority") to issue and deliver its Capital Equipment Pooled Lease Revenue Bonds, Series 2015 (the "Pooled Bonds"), (ii) the Underwriters to accept delivery of and pay for the Pooled Bonds pursuant to provisions of the Contract of Purchase, dated September __, 2015, between the Authority and the County of Monmouth, New Jersey (the "County") and the Underwriters named therein (the "Purchase Agreement"; all capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement), and (iii) the County to adopt the County Guaranties and to execute and deliver the County Guaranty Agreements, the [________] of [______], New Jersey (the "Municipality") hereby represents and warrants that, as of the date hereof:

(1) The Municipality is a body politic and corporate of the State duly organized and existing under the laws of the State.

(2) The Municipality has full power and authority (i) to enter into the Guaranty Agreement, dated as of October 1, 2015, between the Authority and the Municipality (the "Guaranty Agreement"); [(ii) to enter into the Continuing Disclosure Agreement, dated as of October 1, 2015, between the Municipality and U.S. Bank National Association (the "Continuing Disclosure Agreement")] and (iii) to adopt the ordinance authorizing the execution and delivery of the Guaranty Agreement in accordance with N.J.S.A. 40:37A-80 (the "Guaranty Ordinance"), and in each case to perform the transactions contemplated thereby.

(3) By official action of the Municipality taken prior to or concurrent with the date hereof, the Municipality has duly authorized, approved, and consented to all necessary action to be taken by the Municipality for: (i) the execution, delivery and performance of the Guaranty Agreement [and the Continuing Disclosure Agreement] and the final adoption of the Guaranty Ordinance and the transactions contemplated thereby; (ii) the approval of the use of information relating to the Municipality, if any, in the Preliminary Official Statement and the Official Statement; (iii) the execution, the delivery and the due performance of any and all other

agreements and instruments that may be required to be executed, delivered and received by the Municipality to which it is a party in order to carry out, to give effect to and to consummate the transactions contemplated by the Guaranty Agreement, [the Continuing Disclosure Agreement], the Guaranty Ordinance and the Official Statement; [and (iv) the designation of the portion of the Official Statement relating to the Municipality set forth in Appendix D thereto, if any, entitled "General Information About Certain Local Units," as "deemed final" for purposes of Rule 15c2-12(b)(1) of the Securities and Exchange Commission and such portion of the Official Statement as a "final official statement" for purposes of Rule 15c2-12(e)(3); by the delivery hereof, the Municipality hereby makes the designation set forth in clause (iv) of this paragraph.]

(4) The Guaranty Agreement [and the Continuing Disclosure Agreement] ha[ve] been duly authorized and delivered, and the Guaranty Ordinance has been finally adopted, and each constitutes a legal, valid and binding obligation of the Municipality enforceable in accordance with their respective terms, except as the enforcement thereof may be affected by Creditors' Rights Limitations; and the Municipality has duly authorized and approved the consummation by it of all other transactions contemplated by the Official Statement and the Purchase Agreement to be performed or consummated by it as or prior to the date of the Closing.

(5) The execution and delivery by the Municipality of the Guaranty Agreement [and the Continuing Disclosure Agreement] and the final adoption of the Guaranty Ordinance and compliance with the obligations on the Municipality's part contained therein will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Municipality is a party or to which the Municipality or any of its properties or other assets is otherwise subject or to the establishment or existence of the Municipality or its affairs, nor will any such execution, delivery, final adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the Municipality under the terms of any such law, regulation or instrument, except as provided or permitted by the aforementioned documents.

(6) All approvals, consents and orders of any governmental authority, legislative body, board, agency, or commission having jurisdiction in any matter which constitutes a condition precedent to or the absence of which would materially adversely affect the due performance by the Municipality of its obligations under the Guaranty Agreement, [the Continuing Disclosure Agreement] and the Guaranty Ordinance and the transactions contemplated thereby have been duly obtained.

(7) The description and information contained in the Official Statement relating to the Municipality, its operations, and the transactions contemplated thereby, insofar as they relate to the Municipality, and other information therein pertaining to the Municipality as set forth under the following captions of the Official Statement, namely "LITIGATION – The Local Units" [SECONDARY MARKET DISCLOSURE - Local Unit to Provide Continuing Disclosure,"] [and "Appendix D – General Information About Certain Local Units,"] is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(8) Except as otherwise disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, governmental agency or public board or body, pending or, to the knowledge of the Municipality, threatened against the Municipality or affecting the Municipality (or, to the Municipality's knowledge, any basis therefor), (i) wherein an unfavorable decision would adversely affect the existence of the Municipality or the entitlement of its officers or members of its governing body to their respective offices, or (ii) wherein an unfavorable decision would adversely affect the transactions contemplated by the Guaranty Agreement, [the Continuing Disclosure Agreement,] the Guaranty Ordinance or the Official Statement or (iii) wherein an unfavorable decision would adversely affect the financial stability of the Municipality or (iv) which in any way contests or adversely affects the validity, enforceability, execution, delivery or final adoption, as the case may be, of either of the Guaranty Agreement [the Continuing Disclosure Agreement] or the Guaranty Ordinance or (v) which contests the completeness or accuracy of the Official Statement or (vi) which contests the powers of the Municipality or any authority or proceedings for the approval, execution and delivery of the Guaranty Agreement [or the Continuing Disclosure Agreement] or for the approval and final adoption of the Guaranty Ordinance.

(9) If between the date hereof and the later of (i) the date of the Closing or (ii) the period necessary to enable the Underwriters to comply with the requirements of Rule 15c2-12, any event shall occur to the knowledge of the Municipality which would or might cause the material contained in the Official Statement under the captions "LITIGATION – The Local Units," [SECONDARY MARKET DISCLOSURE - Local Unit to Provide Continuing Disclosure,"] and ["Appendix D – General Information About Certain Local Units,"] as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Municipality shall notify the Authority and the Underwriters thereof, and if in the opinion of the Authority or the Underwriters such event requires the preparation and publication of a supplement or an amendment to the Official Statement, the Municipality will fully cooperate with the Underwriters in supplementing or amending the Official Statement, in form and in content which is reasonably satisfactory to the Underwriters and the Authority.

(10) As of the date hereof, there has not been any material adverse change in the financial condition or the operations of the Municipality since the date of the Official Statement that has not been brought to the attention of the Authority and the Underwriters in writing prior to the date hereof.

(11) The Municipality is not in violation of or in default (or with the lapse of time and/or the receipt of appropriate notice would be in default) under any existing applicable law, court or administrative regulation, judgment, decree, order, agreement, indenture, mortgage, lease or sublease to which the Municipality, any of its officers or members of the Municipality or any of its properties is a party or is otherwise bound, that would have a material and adverse effect upon the operations or the financial condition of the Municipality.

(12) The Municipality is not in default in the payment of principal of or interest on any of its bonds, debt obligations, lease purchase agreements or guarantees.

[________] OF [__________]

____

Name:
Title:

CONTINUING DISCLOSURE AGREEMENT

By and Between

__________ of ________, New Jersey

and

____
as dissemination agent for

$___________
The Monmouth County Improvement Authority
Capital Equipment Pooled Lease Revenue Bonds, Series 2015

THIS CONTINUING DISCLOSURE AGREEMENT (the "Agreement"), dated as of October 1, 2015, by and between the ________ of __________, New Jersey (the "Municipality") and ______________, _____________, New Jersey, as dissemination agent (the "Dissemination Agent") for the Capital Equipment Pooled Lease Revenue Bonds, Series 2015 (the "Bonds") issued by The Monmouth County Improvement Authority (the "Authority").

WITNESSETH

WHEREAS, the Authority will issue the Bonds under and pursuant to Chapter 37A of Title 40 of the New Jersey Statutes and a resolution of the Authority entitled "Capital Equipment Pooled Lease Revenue Bond Resolution" adopted on August 13, 2015, as from time to time amended or supplemented in accordance with the terms thereof (the "Bond Resolution"); and

WHEREAS, the Authority will issue its Capital Equipment Lease Revenue Bonds, Series 2015 (_________ Board of Education Project) (the "Local Unit Bonds") on the date hereof under and pursuant to Chapter 37A of Title 40 of the New Jersey Statutes and a resolution of the Authority entitled "Capital Equipment Lease Revenue Bond Resolution (________ Board of Education Project)" adopted on August 13, 2015; and

WHEREAS, pursuant to the Lease and Agreement, dated as of October 1, 2015 (the "Lease"), by and between the Authority and the _________ Board of Education (the "Board"), the Authority will apply the proceeds of the Local Unit Bonds to finance the acquisition of equipment for lease to the Board and the Board has agreed, among other things, to make lease payments sufficient to pay the principal of and interest on the Local Unit Bonds when due; and

WHEREAS, the Local Unit Bonds will be purchased by _______________, as trustee (the "Trustee") with a portion of the proceeds of the Bonds and held by the Trustee; and

WHEREAS, payments of debt service on the Local Unit Bonds received by the Trustee will be applied to pay a portion of the principal of and interest on the Bonds when due; and

WHEREAS, on November 10, 1994 the United States Securities and Exchange Commission (the "Commission") adopted its Release Number 34-34961, which amended Rule 15c2-12 (as hereinafter defined) originally adopted by the Commission on June 28, 1989; and

WHEREAS, Rule 15c2-12 provides that it is unlawful for any broker, dealer or municipal securities dealer (hereinafter, a "Participating Underwriter") to act as an underwriter for the Bonds unless the Participating Underwriter complies with the requirements of Rule 15c2-12 or is exempted from its provisions; and

WHEREAS, Rule 15c2-12 requires, among other things, that a Participating Underwriter shall not purchase or sell the Bonds unless the Participating Underwriter has reasonably determined that an "obligated person" (within the meaning of Rule 15c2-12) has undertaken, in a written agreement for the benefit of the Bondholders (as hereinafter defined), to provide certain information relating to such "obligated person"; and

WHEREAS, the Authority has determined that the Municipality is or will be an "obligated person" with respect to the Bonds within the meaning of Rule 15c2-12 and is therefore required to cause the delivery of the information described in this Agreement to the municipal securities marketplace for the period of time specified in this Agreement; and

WHEREAS, the Dissemination Agent and the Municipality are entering into this Agreement for the benefit of Bondholders;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Municipality and the Dissemination Agent agree as follows:

Section 1. Definitions.

Capitalized terms used herein and not otherwise defined in this Section 1 have the meanings given to such terms in the preambles to this Agreement. In addition, the following words shall have the following meanings for all purposes of this Agreement:

"Annual Information" shall mean the information specified in Section 3 hereof.

"Bondholder" shall mean any registered owner of Bonds and any beneficial owner of Bonds within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934.

"Event of Default" shall have the meaning set forth in Section 801 of the Bond Resolution.

"GAAS" shall mean generally accepted auditing standards as in effect from time to time in the United States of America.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(l) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Agreement.

"Official Statement" shall mean the Official Statement of the Authority dated September __, 2015 relating to the Bonds.

"Rule 15c2-12" shall mean Rule 15c2-12 adopted by the Commission under the Securities Exchange Act of 1934, as it may be amended from time to time, including administrative or judicial interpretations thereof.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, districts, agencies and bodies.

Section 2. Obligation to Provide Continuing Disclosure.

(i) The Municipality hereby undertakes for the benefit of the Bondholders to provide or cause to be provided either directly (with a copy to the Dissemination Agent) or through the Dissemination Agent (linked to the CUSIP numbers on <u>Schedule A</u>):

(a) to the MSRB, if any, no later than the first day of the tenth month after the end of each fiscal year, commencing with the first fiscal year in which the payments scheduled to be made by the Board pursuant to its Local Unit Bonds in any calendar year equal or exceed twenty percent (20%) of the debt service scheduled to be paid with respect to the Bonds in such calendar year, the Annual Information relating to such fiscal year, together with audited financial statements of the Municipality for such fiscal year if audited financial statements are then available; provided, however, that if audited financial statements are not then available, such audited financial statements, if any, shall be delivered to the MSRB, when they become available; and

(b) to the MSRB, in a timely manner, notice of a failure to provide any Annual Information in accordance with the provisions of clause (a) above.

(ii) Nothing herein shall be deemed to prevent the Municipality from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Municipality disseminates any such additional information, the Municipality shall have no obligation to update such information or include it in any future materials disseminated pursuant to this Agreement.

(iii) If the Dissemination Agent fails to receive a copy of the Annual Information by the date which is thirty days prior to the date required in clause (a) of subsection (i) above, the Dissemination Agent shall promptly send written notice to the Municipality advising of such failure. Whether or not such notice is given or received, if the Dissemination Agent fails to receive the Annual Information by the end of the first day of the tenth month in which such Annual Information was due to the MSRB, the Dissemination Agent shall promptly send a notice to the MSRB, of the Dissemination Agent's failure to receive the Annual Information. If the Dissemination Agent receives the Annual Information accompanied by a written request from the Municipality that the Dissemination Agent file the Annual Information with the MSRB, the Dissemination Agent shall so file the Annual Information within five business days of the receipt thereof, and the Municipality hereby requests that the Dissemination Agent, upon receipt of the Annual Information from the Municipality, file the Annual Information with the MSRB. The Municipality's obligations pursuant to clause (a) of subsection (i) above shall commence with the fiscal year ending December 31, 20__ and shall terminate with the fiscal year ending December 31, 20__.

(iv) Unless otherwise required by law, all notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Section 3. Annual Information.

(i) The required Annual Information shall consist of information pertaining to the finances and operating data of the Municipality substantially of the type captioned as follows in Appendix D to the Official Statement: "Tax Collection History," "Components of Tax Rate," "Assessed Valuation and Tax Rates," "Ten Largest Taxpayers," "General Tax Rate and Total Net Debt," "Debt Summary," "Assessed Valuation of Real and Business Personal Property By Classification" and "Comparative Aggregate Equalized Valuation".

(ii) All or any portion of the Annual Information may be incorporated in the Annual Information by cross reference to any other documents which have been either (i) made available to the public on the MSRB internet website or (ii) filed with the Commission.

(iii) Annual Information for any fiscal year containing any modified operating data or financial information (as contemplated by Section 7(v) hereof) for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Information shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles.

Section 4. Financial Statements.

The Municipality's annual financial statements for each fiscal year shall be audited in accordance with GAAS as in effect from time to time. The Municipality shall prepare its financial statements on a basis of accounting prescribed by the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey pursuant to Chapter 5 of Title 40 A of the New Jersey Statutes as in effect from time to time. Such financial statements shall be audited by a registered municipal accountant of the State of New Jersey or as otherwise may be permitted by then applicable law of the State of New Jersey.

Section 5. Remedies.

If the Municipality shall fail to comply with any provision of this Agreement, then the Dissemination Agent or any Bondholder may enforce, for the equal benefit and protection of all Bondholders similarly situated, by mandamus or other suit or proceeding at law or in equity, the provisions of this Agreement against the Municipality and any of the officers, agents and employees of the Municipality and may compel the Municipality or any such officers, agents or employees to perform and carry out their duties under this Agreement; provided that the sole and exclusive remedy for breach of this Agreement shall be an action to compel specific performance of the obligations of the Municipality hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances. Failure to comply with any provision of this Agreement shall not in any manner constitute an Event of Default.

Section 6. Parties in Interest.

This Agreement is executed and delivered solely for the benefit of the Bondholders. No other person, other than the Dissemination Agent, shall have any right to enforce the provisions hereof or any other rights hereunder.

Section 7. Amendments.

Without the consent of any Bondholders, the Municipality and the Dissemination Agent at any time and from time to time may enter into any amendments or modifications to this Agreement for any of the following purposes:

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(i) to comply with or conform to any changes in Rule 15c2-12 (whether required or optional) which are applicable to the Bonds;

(ii) to add a dissemination agent for the information required to be provided by the Municipality hereunder and to make any necessary or desirable amendments or modifications in connection therewith;

(iii) to evidence the succession of another entity to the Municipality and the assumption by any such successor of the covenants and agreements of the Municipality hereunder;

(iv) to add to the covenants and agreements of the Municipality hereunder for the benefit of the Bondholders, or to surrender any right or power conferred upon the Municipality by this Agreement; or

(v) to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Municipality; provided that (1) the Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Bonds, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances; and (2) the amendment or change does not materially impair the interests of Bondholders, as determined either by a party unaffiliated with the Municipality (such as the Dissemination Agent or bond counsel), or by the vote or consent of Bondholders of a majority in outstanding principal amount of the Bonds affected thereby at or prior to the time of such amendment or change.

Section 8. Termination.

This Agreement shall remain in full force and effect until the earlier of such time as the principal of and interest on the Bonds shall have been paid in full or the Bonds shall have otherwise been paid or legally defeased pursuant to the Bond Resolution.

Section 9. The Dissemination Agent.

The Municipality shall indemnify and hold harmless the Dissemination Agent in connection with this Agreement to the same extent provided in the Bond Resolution for matters arising thereunder.

Section 10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws.

Section 11. Counterparts.

This Agreement may be executed in one or more counterparts, and when the Municipality and the Dissemination Agent have each executed and delivered at least one counterpart, this

Agreement shall become binding on the Municipality and the Dissemination Agent and such counterparts shall be deemed to be one and the same document.

Section 12. Severability.

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, (i) the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and (ii) the Municipality and the Dissemination Agent shall engage in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid legal and enforceable provisions the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 13. Headings.

The headings of the sections of this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Agreement as of the date first above written.

______________________ as Dissemination Agent	_______ of __________, New Jersey
By:__________________	By:__________________
____________ Vice President	____________ Mayor

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING USE OF ATHLETIC FACILITIES

Resolution #2015-153
09-03-15

WHEREAS, the Parks and Recreation Committee has recommended the following groups be approved for use of a Borough Field as follows:

Cub Scout Pack 58 – 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 field usage by the aforementioned groups is hereby approved on the dates, fields and times so indicated on the applications submitted.

Motion: Kahle Second: Gallo

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(✓)	( )	( )	( )
Gallo	(✓)	( )	( )	( )
Irace	(✓)	( )	( )	( )
Kahle	(✓)	( )	( )	( )
Paglia	(✓)	( )	( )	( )
Patti	(✓)	( )	( )	( )
Mahon	( )	( )	( )	( )

I certify that the foregoing Resolution #2015-153 was adopted by the Borough Council of the Borough of Oceanport at their meeting held on September 3, 2015

JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT
CERTIFICATION OF THE ANNUAL AUDIT

Resolution #2015-154
09-03-2015

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 CY2013 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.

Motion: Kahle Second: Gallo

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(✓)	( )	( )	( )
Gallo	(✓)	( )	( )	( )
Irace	(✓)	( )	( )	( )
Kahle	(✓)	( )	( )	( )
Paglia	(✓)	( )	( )	( )
Patti	(✓)	( )	( )	( )
Mahon	( )	( )	( )	( )

I certify that the foregoing Resolution #2015-154 was adopted by the Borough Council of the Borough of Oceanport at their meeting held on September 3, 2015

JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING RENEWAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW JERSEY MOTOR VEHICLE COMMISSION FOR USE OF THE LIMITED ONLINE ACCESS PROGRAM FOR GOVERNMENT ENTITY

RESOLUTION #2015-155
09-03-15

WHEREAS, the Borough of Oceanport has established a Driver's License policy for employees whose work requires that they operate a Borough vehicle; and

WHEREAS, the Borough's Driver's License policy requires the periodic review of driver's license status; and

WHEREAS, the Borough of Oceanport had entered into a memorandum of understanding with the New Jersey Motor Vehicle Commission for use of their Limited Online Access Program for Government Entity which provides access to perform driver's license reviews; and

WHEREAS, in accordance with the Borough's Driver's License Policy any information obtained by the Borough in accordance with the policy shall be used by the Borough only for the carrying out of its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. S 2721 et seq.).

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute any and all necessary documents relative to participation in the NJ Motor Vehicle Commission's Limited Online Access Program for Government Entity.

BE IT FURTHER RESOLVED that the Borough Clerk shall forward a certified copy of this resolution, along with the executed copies of the agreement, to the New Jersey Motor Vehicle Commission Business and Government Services office.

Motion: Kahle Second: Gallo

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(✓)	( )	( )	( )
Gallo	(✓)	( )	( )	( )
Kahle	(✓)	( )	( )	( )
Irace	(✓)	( )	( )	( )
Paglia	(✓)	( )	( )	( )
Patti	(✓)	( )	( )	( )
Mahon	( )	( )	( )	( )

I certify that the foregoing Resolution #2015-155 was adopted by the Borough Council of the Borough of Oceanport at their meeting held on September 3, 2015

JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A CONTRACT TO L+C DESIGN CONSULTANTS PA FOR
SPECIALIZED ARCHITECTURAL SERVICES

Resolution #2015-156
09-03-15

WHEREAS, there was a need for the Borough of Oceanport to retain L+C Design Consultants for specialized architectural services in conjunction with FEMA Hazard Mitigation Grant Preparation in connection with recovery efforts from the damages caused by Super Storm Sandy; and

WHEREAS, Resolution #2013-137 authorized L+C Design Consultants to perform certain services which were supplemented by Resolution #2014-043 and Resolution #2014-082 and Resolution #2014-105; and

WHEREAS, Resolutions #2015-149 authorized L+C Design Consultants PA to perform supplemental services related to the municipal building damage for an amount not to exceed $1,500.00; and

WHEREAS, the amount not to exceed was incorrect as final supplemental services performed totaled $4,785.00; and

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

1. That the Borough of Oceanport has awarded a Professional Service Contract to L+C Design Consultants PA for specifications outlined in the Request for Qualifications.
2. That the compensation associated with this supplemental contract shall not exceed $4,785.00.
3. That the within Resolution shall be subject to the Borough CFO 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, have ascertained that there are sufficient uncommitted funds in the 2015 Operating Budget not to exceed $4,785.00 for the above referenced professional services contract.

Catherine D. LaPorta

Catherine D. LaPorta, CFO

Motion: Kahle Second: Gallo

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(✓)	( )	( )	( )
Gallo	(✓)	( )	( )	( )
Kahle	(✓)	( )	( )	( )
Irace	(✓)	( )	( )	( )
Paglia	(✓)	( )	( )	( )
Patti	(✓)	( )	( )	( )
Mahon	( )	( )	( )	( )

I certify that the foregoing Resolution #2015-156 was adopted by the Borough Council of the Borough of Oceanport at their meeting held on September 3, 2015

JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT AWARDING A CONTRACT FOR THE ALTERATIONS TO THE COMMUNITY CENTER RESTROOM

RESOLUTION #2015-157
09-03-2015

WHEREAS, the Borough of Oceanport advertised for bids for the Alterations to the Community Center restroom; and

WHEREAS, the said bid solicitation process was effectuated in accordance with prevailing provisions of the Local Public Contracts Law, pursuant to N.J.S.A. 40A:11-1 et seq; and

WHEREAS, the response to the subject bid solicitations process the Borough of Oceanport received seven (7) bids; and

WHEREAS, the lowest, responsive and responsible bid was submitted by All Phase Consulting Services, Inc. of Perth Amboy, New Jersey hereinafter referred to as "Contractor" in the sum of Seventy Six Thousand Two Hundred dollars and Zero Cents ($76,200.00): and

WHEREAS, the Contractor has complied with the mandatory requirements of N.J.S.A. 40A:11-23.2 and awarding such a Contract to All Phase Consulting Services, Inc. will be in the best interest of the Borough and its residents.

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

That the Borough of Oceanport is hereby authorized to award the contract for Alterations to the Community Center Restrooms to All Phase Consulting Services, Inc. subject to conditions set forth herein.

1. That said Contract shall be in the total sum of Seventy Six Thousand Two Hundred dollars and Zero Cents ($76,200.00): and
2. That the within award of Contract shall be subject to the Borough's Chief Financial Officer certifying in writing that funds are available for the stated purpose; and
3. That the within award of Contract shall be contingent upon the Contractor submitting appropriate Performance Security, which guarantees shall be approved as to form by the Borough Attorney.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign any and all documents necessary to effectuate the intentions of the within Resolution – including but not limited to, the Contract.

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized to return all bid security, except the security of the three (3) apparent lowest responsible bidders. Upon return of said security the bids of such bidders shall be considered withdrawn.

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized to return the bid security to the remaining unsuccessful bidders, within three (3) days of signed Contracts and the approval of the Contractor's Performance Guarantees.

CERTIFICATION OF FUNDS

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

Catherine D LaPorta
CATHERINE D. LAPORTA, CFO

Motion: Kahle Second: Gallo

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(✓)	( )	( )	( )
Gallo	(✓)	( )	( )	( )
Kahle	(✓)	( )	( )	( )
Irace	(✓)	( )	( )	( )
Paglia	(✓)	( )	( )	( )
Patti	(✓)	( )	( )	( )
Mahon	( )	( )	( )	( )

I certify that the foregoing Resolution #2015-157 was adopted by the Borough Council of the Borough of Oceanport at their meeting held on September 3, 2015

JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING A REFUND OF A BLACKBERRY BAY PARK BOAT RAMP PERMIT FEE

RESOLUTION #2015-158
09-03-15

WHEREAS, Danielle Patufka purchased a boat ramp permit for the use of the Blackberry Bay Park boat ramp; and

WHEREAS, Ms. Patufka made complaint concerning the access to the facilities due to individuals utilizing the dock for purposes other than launching a boat and has requested a refund of her permit fee.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that a refund of $50.00 be made to Danielle Patufka paid for use of the Blackberry Bay Park boat ramp facilities.

BE IT FURTHER RESOLVED, that the Borough Clerk should void associated permit and provide a copy of this resolution to Danielle Patufka, the Code Enforcement Officer and the Chief of Police.

Motion: Kahle Second: Gallo

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(✓)	( )	( )	( )
Gallo	(✓)	( )	( )	( )
Kahle	(✓)	( )	( )	( )
Irace	(✓)	( )	( )	( )
Paglia	(✓)	( )	( )	( )
Patti	(✓)	( )	( )	( )
Mahon	( )	( )	( )	( )

I certify that the foregoing Resolution #2015-158 was adopted by the Borough Council of the Borough of Oceanport at their meeting held on September 3, 2015

JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, AUTHORIZING AN AMENDMENT AND RENEWAL OF THE INTERLOCAL SERVICES AGREEMENT FOR MUNICIPAL COURT SERVICES WITH THE BOROUGH OF SEA BRIGHT, COUNTY OF MONMOUTH

Resolution 2015-159
09-03-15

WHEREAS, the Borough of Oceanport is desirous of renewing and amending the existing shared services agreement ("agreement") with the Borough of Sea Bright for an additional three (3) year term; and

WHEREAS, the amendment contemplates the extension of the agreement by Resolution for additional terms of three (3) years not to exceed fifteen (15) additional years to the year 2031; and

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

WHEREAS N.J.S.A. 2B:12-1 allows two or more municipalities to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint the same persons as certified court administrator without establishing a joint municipal court; and

WHEREAS, Oceanport and Sea Bright desire to share facilities, equipment and office staff in accordance with N.J.S.A. 2B:12-1 in order to conserve resources and to provide for a more efficient and more economically sound municipal court system; while each municipality maintains its right to appoint their own judge, prosecutor and public defender; and

WHEREAS, Oceanport, has a current agreement, that permits the Borough of Sea Bright to utilize Oceanport's Court Room, effective since March 1, 2010, and has further permitted the Borough of Sea Bright to utilize the Oceanport Municipal Court offices since that date; and

WHEREAS, the Borough Councils of both Oceanport and Sea Bright find that it would be in the best interest of the parties for Sea Bright to continue to utilize a mutual Municipal Court Room, court offices, and to share employees, facilities and equipment under the terms and conditions referenced herein.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that they hereby authorize an Amendment to the March 1, 2010 Interlocal Services Agreement for Municipal Court services between the Borough of Oceanport and the Borough of Sea Bright that incorporates the following additional terms and conditions:

1. The Interlocal Services Agreement dated November 16, 2009, is hereby extended for a period of 3 additional years from the original date of termination. The new termination date is February 28, 2019.

2. The annual rate for the services referenced in the original agreement and initial extension had totaled $78,000. That annual amount shall be reduced to $73,500 for the first year of this Amendment.

3. For the term of this Amendment and extension, a 2% annual increase shall be added to the base rate from the prior year. This adjustment shall take place on January 1st of each new year during the 3 year extension referenced in paragraph 1.

4. All other terms and conditions contained in the original Interlocal Services Agreement or any prior extensions thereto not modified by this Amendment shall remain in full force and effect.

BE IT FURTHER RESOLVED, that the Borough of Oceanport hereby authorizes and agrees to the above referenced terms and conditions of this Amendment by and between **THE BOROUGH OF OCEANPORT** ("Oceanport") in the County of Monmouth, State of New Jersey with their principal offices located at 315 E. Main Street, Oceanport, New Jersey, 07757 and **THE BOROUGH OF SEABRIGHT** ("Sea Bright") in the County of Monmouth, State of New Jersey with principal offices located at 1167 Ocean Avenue, Sea Bright, New Jersey, 07760, which shall be dated September 15, 2015, and authorizes the Mayor to sign said Amendment.

Motion: Kahle Second: Gallo

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(✓)	( )	( )	( )
Gallo	(✓)	( )	( )	( )
Irace	(✓)	( )	( )	( )
Kahle	(✓)	( )	( )	( )
Paglia	(✓)	( )	( )	( )
Patti	(✓)	( )	( )	( )
Mahon	( )	( )	( )	( )

I certify that the foregoing Resolution #2015-159 was adopted by the Borough Council of the Borough of Oceanport at their meeting held on September 3, 2015

JEANNE SMITH, RMC
BOROUGH CLERK

AMENDMENT TO SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND THE BOROUGH OF SEA BRIGHT

WHEREAS, the Borough of Oceanport is desirous of renewing and amending the existing shared services agreement ("agreement") with the Borough of Sea Bright for an additional three (3) year term; and

WHEREAS, the amendment contemplates the extension of the agreement by Resolution for additional terms of three (3) years not to exceed fifteen (15) additional years to the year 2031; and

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

WHEREAS, Chapter 12, Municipal Courts, at N.J.S.A. 2B:12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process"; and

WHEREAS, Oceanport, has a current Interlocal Services Agreement that permits the Borough of Sea Bright to utilize Oceanport's Court Room, initially effective March 1, 2010, and has further permitted the Borough of Sea Bright to utilize the Oceanport Municipal Court offices since that date; and

WHEREAS, Oceanport and Sea Bright desire to continue to share facilities, equipment and office staff in accordance with N.J.S.A. 2B:12-1 in order to conserve resources and to provide for a more efficient and more economically sound municipal court system; while each municipality maintains its right to appoint their own judge, prosecutor and public defender; and

WHEREAS, the Borough Councils of both Oceanport and Sea Bright find that it would be in the best interest of the parties for Sea Bright to Amend the Agreement and continue to utilize a mutual Municipal Court Room, court offices, and to share employees, facilities and equipment under the terms and conditions referenced herein.

WHEREAS, this Agreement and Amendment is established in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A., 40A:65-1, et seq. ("the Agreement").

NOW THEREFORE, IT IS HEREBY AGREED on this 15th day of September 2015, by and between **THE BOROUGH OF OCEANPORT** ("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 SEABRIGHT** ("Sea Bright") in the County of Monmouth, State of New Jersey with principal offices located at 1167 Ocean Avenue, Sea Bright, New Jersey, 07760, that the Interlocal Services Agreement for Shared Services of the Borough's Municipal Court dated November 16, 2009, is hereby extended by the parties until February 28, 2019, amended as follows:

1. The Interlocal Services Agreement dated November 16, 2009, is hereby extended for a period of 3 additional years from the original date of termination. The new termination date is February 28, 2019.

2. The annual rate for the services referenced in the original agreement and initial extension had totaled $78,000. That annual amount shall be reduced to $73,500 for the first year of this Amendment.

3. For the term of this Amendment and extension, a 2% annual increase shall be added to the base rate from the prior year. This adjustment shall take place on January 1st of each new year during the 3 year extension referenced in paragraph 1.

4. All other terms and conditions contained in the original Interlocal Services Agreement or any prior extensions thereto not modified by this Amendment shall remain in full force and effect.

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

ATTEST:

Jeanne Smith Municipal Clerk, Borough of Oceanport	Michael Mahon Mayor, Borough of Oceanport
Date:	Date:
Joseph Veruni Municipal Clerk Administrator, Borough of Sea Bright	Dina Long Mayor, Borough of Sea Bright
Date:	Date:

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION

Resolution #2015-160
09-03-2015

WHEREAS, the Open Public Meetings Act provides that the Borough Council may go into executive session to discuss matters that may be confidential or listed pursuant to N.J.S.A. 10:4-12; and

WHEREAS, it is recommended by the Borough Attorney that the Borough Council go into executive session to discuss matters set forth hereinafter which are permissible for discussion in executive session.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport that the Council shall go into executive session to discuss the following items:

Litigation/Potential Litigation – N.J.S.A. 10:4-12(b)(7)
AcuteCare Health Systems, 1075 Stephenson Avenue

Personnel Matters – N.J.S.A. 10:4-12(b)(8)
Borough Administrator Employment Contract

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

Motion: Patti Second: Kahle

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(✓)	( )	( )	( )
Gallo	(✓)	( )	( )	( )
Kahle	(✓)	( )	( )	( )
Irace	(✓)	( )	( )	( )
Paglia	(✓)	( )	( )	( )
Patti	(✓)	( )	( )	( )
Mahon	( )	( )	( )	( )

I certify this to be a true copy of Resolution #2015-160 approved by the Oceanport Borough Council at the Regular Meeting held September 3, 2015.

JEANNE SMITH, RMC
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT
RESOLUTION AUTHORIZING AN APPLICATION FOR THE 2015 MONMOUTH COUNTY MUNICIPAL OPEN SPACE GRANT PROGRAM FOR RECONSTRUCTION OF COMMUNITY CENTER PARK TENNIS COURTS (BLOCK 6, LOT 1)

RESOLUTION #2015-161
09-03-15

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 $100,000 to fund the Community Center Park Tennis Court Reconstruction Project, located at Port-Au-Peck Avenue and Tohican Place, Block 6, Lot 1; and

WHEREAS, the total cost of the project including all matching funds is $200,000; and

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

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

1. The Borough Administrator, John O. Bennett, or his 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. Mayor Michael J. Mahon and Borough Clerk Jeanne Smith are hereby authorized to sign and execute any required documents, agreements, and amendments thereto with the County of Monmouth for the approved Open Space Trust Fund; and

5. This resolution shall take effect immediately.

Motion: Kahle   Second: Gallo

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Briskey	(✓)	( )	( )	( )
Gallo	(✓)	( )	( )	( )
Kahle	(✓)	( )	( )	( )
Irace	(✓)	( )	( )	( )
Paglia	(✓)	( )	( )	( )
Patti	(✓)	( )	( )	( )
Mahon	( )	( )	( )	( )

I certify that the foregoing Resolution #2015-161 was adopted by the Borough Council of the Borough of Oceanport at their meeting held on September 3, 2015

JEANNE SMITH, RMC
BOROUGH CLERK