



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • AUGUST 17, 2023

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

I. Meeting Called to Order

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

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

IV. Roll Call

V. Clerk's Report

- Receipt of 2022 annual audit

Old Business

1. Proposed Ordinance Amending Chapter 331 Streets & Sidewalks

New Business

2. Resolution authorizing payment of BILL LIST 08-17-23
3. Resolution appointing Kevin Moriarity as a Public Defender
4. Resolution approving Fire Department Membership - Wartel, Bryan
5. Resolution approving First Aid Membership - LaRosa, Salvatore
6. Resolution approving Fire Dept Membership - Ciaglia Sr, Michael
7. Resolution to amend 2023 budget for FMERA MOU Building 555
8. Resolution awarding contract for Building 555 Demolition Project
9. Resolution authorizing Change Order #1 to Myrtle Ave Drainage Improvements - Lima Charlie Const
10. Resolution rescinding estimated 3rd Quarter 2023 tax bills
11. Resolution approving Special Event Permit for Bike New York
12. Resolution requesting FEMA to provide repetitive loss data
13. Resolution authorizing Bid Award for Case #OPRT-2201 to Four Star Developers
14. Resolution awarding contract to Grupo Borja for facility use management consulting
15. Resolution authorizing renewal of Commodity Resale Agreement with Monmouth County
16. Resolution for temp. permission for alcoholic consumption at 2023 Summer's End
17. An Ordinance Setting Salary Ranges for Various Positions
18. An Ordinance Amending Parks & Recreation 279
19. Discussion: Ordinance Amending Land Development Chapter 390-27 "Portable on Demand Storage"

Minutes

20. Minutes of Dec. 15, 2022 7:00 PM

VI. Administrator's Report

VII. Mayor's Report

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

IX. Adjournment

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 331 "STREETS & SIDEWALKS"

WHEREAS, Ordinance No. 982 provided amendments to Chapter 331, Streets and Sidewalks including fee updates that inadvertently removed the application fee for requests to open or disturb the Borough's streets and right-of-ways; and

WHEREAS, the Borough Council has determined that the application fee should be reinstated in order to cover administrative costs for such applications now designated to be processed by the Department of Public Works under the Superintendent of Public Works,

NOW, THEREFORE, BE IT ORDAINED by the Mayor & Borough Council of the Borough of Oceanport, in the County of Monmouth, in the State of New Jersey that the following ordinance amendments be and the same are hereby enacted:

NOTE: All additions are shown in ***bold with underlines***. All deletions are shown in ***bold with strikeouts***. All other sections shall remain unchanged.

SECTION ONE: Chapter 331 Streets and Sidewalks

§ 331-1. Definitions.

As used in this article, the following terms shall have the meanings indicated:

BOROUGH CLERK

The Borough Clerk of the Borough of Oceanport or such other Borough official as the governing body may designate. ~~He shall act as the administrative officer for this article and coordinate with the Borough Engineer and other Borough officials and entities, as may be required.~~

EMERGENCY

A condition or circumstance which involves immediate danger to life or property, or both, or which involves a possibility of interruption or curtailment of any service furnished to the public by a public utility.

PERMITTEE

Any public utility, individual or company to which a permit has been issued under and pursuant to this article.

PUBLIC UTILITY

Any public utility as defined in N.J.S.A. 48:2-13.

SUPERINTENDENT OF PUBLIC WORKS

The Superintendent of Public Works of the Borough of Oceanport or his duly designated representative, or such other official as the governing body may designate. He shall act as the administrative officer for this article and coordinate with the Borough Engineer and other Borough officials and entities, as may be required.

§ 331-2. Permit required.

It shall be unlawful for any person to perform any excavation work or to dig up, break, excavate, tunnel, undermine or in any manner break up any street or to make or cause to be made any excavation in or under the surface of any street for any purpose or to place, deposit or leave upon any street any earth or other excavated material, obstructing or tending to interfere with the free use of the street, or dig up, break, excavate or undermine or in any way affect any other public improvement within a public right-of-way unless such person shall first have obtained a permit therefor from the ~~Borough Clerk~~ Superintendent of Public Works, or their duly designated representative as herein provided.

§ 331-3. Application requirements.

- A. Application for a permit shall be made ~~on forms to be provided by the Borough.~~ on-line using the Borough's application portal. The application shall state the purpose of the excavation and the name and address of the person who will restore the permanent pavement when the same is not to be done by the Borough or the applicant. The application shall be accompanied by a diagram indicating the nature and extent of the excavation to be made and the work to be done, the proposed dates of commencement and completion of the excavation, which date shall be the expiration date of any permit issued pursuant to the application, and other data as may reasonably be required. If during the course of the work any major variation is required, the permittee shall file an amended diagram showing the manner in which the work is actually being done.

- B. Whenever the excavation will or may take more than one working day to complete or whenever the excavation site shall be left unattended, the permittee shall furnish to the Oceanport Police Department an emergency telephone number.
- C. No permit for a street excavation in excess of ~~4,000~~ **100** square feet shall be issued until the application shall have been reviewed by the Borough Engineer.
- D. All street excavations in excess of ~~4,000~~ **100** square feet shall be supervised by an inspector to be designated by the Borough Engineer, and the permittee shall be required to reimburse the Borough for the cost of such inspection.

§ 331-4. Fees.

A. Application Fee. A non-refundable fee of \$225.00 shall apply.

B. Permit Fees. The following schedule of fees is hereby fixed, determined and established as being the nonrefundable fees to be paid to the Borough of Oceanport to be drawn upon by the Borough Engineer in conjunction with the issuance and servicing of such permits, and supervision and inspection of such openings to proper restoration.

- (1) Opening not greater than 50 square feet or occupancy only: \$75.
- (2) Opening up to 100 square feet: \$100.
- (3) Opening up to 200 square feet: \$125.
- (4) Opening up to 400 square feet: \$175.
- (5) Opening over 400 square feet: \$250, plus \$0.50 per square foot in excess of 400 square feet.

B. C. The ~~Borough Clerk~~ **Superintendent of Public Works** shall forward a copy of each application for a street opening permit to the Oceanport Police Department and the Borough Clerk.

D. Traffic Control Review. ~~upon receipt thereof,~~ The Chief of Police or his designee shall review the subject application to determine whether traffic control shall be needed during the period of construction. If it is determined that the permittee shall need the assistance of a law enforcement officer to control traffic in the vicinity of the construction site, then the applicant shall be required, in addition to the other fees provided for in this article, to pay to the Borough of Oceanport the prevailing police overtime rate for each hour or part thereof that a member of the Oceanport Police Department will be required to direct traffic at the site. **Prior to any request for traffic control, the Chief of Police or his designee shall verify that the entity has obtained a permit from the Superintendent of Public Works.**

§ 331-5. Cash repair deposits.

A. Before any permit is granted, a refundable performance guaranty shall be deposited with the Borough to insure proper restoration of the trench, pavement surface, and any other improvements within the Borough right-of-way.

- 1) For openings and excavations, the deposit shall be \$1,000 or \$25 per square foot of the actual excavated trench size, whichever is greater. The amount of the deposit shall be computed by multiplying the trench length in feet by the trench width in feet, which produces square feet.
- 2) For temporary occupancy of a Borough right-of-way with a residential or commercial structure, the deposit shall be \$10,000.
- 3) For temporary occupancy of all other obstructions, the deposit shall be \$1,000 or \$25 per square foot of the actual occupied area, whichever is greater. The amount of the deposit shall be computed by multiplying the trench length in feet by the trench width in feet, which produces square feet.

B. The guaranty shall be refunded if the surface or other improvements are replaced according to Borough specifications, and will be forfeited in lieu of restoration in the event that the Borough specifications are not met. For paved roads, the guaranty will be retained for a period of three months to one year from the date of completion of the permitted construction, at which time the guaranty will be refunded upon the written approval of the Borough Engineer. In the event the Borough Engineer does not approve the same in writing, and upon recommendation to the Borough Council, the guaranty will be forfeited.

§ 331-6. Surety bonds.

- A. If an individual cash repair deposit required by § 331-5 exceeds \$500 or if the applicant is a public utility regulated by the federal government and/or the State of New Jersey, the applicant may deposit with the Borough Clerk a surety bond in the amount of the cash repair deposit or an annual bond in the amount of \$5,000 made payable to the Borough of Oceanport. The required surety bond must be:
 - 1. With good and sufficient surety.
 - 2. By a surety company authorized to transact business in the State of New Jersey.
 - 3. Satisfactory to the Borough Attorney in form and substance.
 - 4. Conditioned upon the permittee's compliance with this article and to secure and hold the Borough and its officers harmless against any and all claims, judgments or other costs arising from the excavation and other work covered by the excavation permit or for which the Borough, the Borough Council or any Borough officer may be made liable by reason of any accident or injury to person or property through the fault of the permittee, either in not properly guarding the excavation or for any other injury resulting from the negligence of the permittee, and further conditioned to fill up,

restore and place in good and safe condition, as nearly as it can be to its original condition and to the satisfaction of the **Borough Engineer and/or Superintendent of Public Works Borough Administrator**, all openings and excavations made in streets and to maintain any street where excavation is made in a condition as good as before said work shall have been done, for the period of 12 months after said work shall have been done, usual wear and tear excepted. Any settlement of the surface within the said one-year period shall be deemed conclusive evidence of defective backfilling by the permittee.

- B. Nothing herein contained shall be construed to require the permittee to maintain any repairs to pavement made by the Borough if such repairs should prove defective.
- C. Recovery on such bond for any injury or accident shall not exhaust the bond, but it shall in its entirety cover any or all future accidents or injuries during the excavation work for which it is given.
- D. In the event of any suit or claim against the Borough by reason of the negligence or default of the permittee, any final judgment against the Borough requiring it to pay for such damage shall, upon the Borough giving written notice to the permittee of such suit or claim, be conclusive upon the permittee and his surety.
- E. An annual bond may be given under this provision which shall remain in force for one year conditioned as above, in the amount specified above and in other respects as specified above, but applicable as to all excavation work in streets by the principal in such bond during the term of one year from said date.
- F. Public utilities may deposit a corporate bond conditioned as in the case of a surety bond in the amount of \$5,000 in lieu of said surety bond, but such corporate bond must be in addition to a cash repair deposit of \$500. Such cash repair deposit may, by Council action, be returned with interest to the utility after a twelve-month period wherein the Borough has made no charges or written demands against the deposit.

§ 331-7. Emergency approval.

In case of emergency, any public utility, individual or company may make an excavation in or tear up the surface of any road without first having obtained from the Borough of Oceanport a permit therefor, in which case the public utility, individual or company shall make application for such permit within five working days after the occurrence of such emergency, provided that the public utility, individual or company first telephones to the office of the **Superintendent of Public Works Borough Clerk** a statement concerning the emergency in question or, in case such office is closed, the telephone call shall be made to the Borough Police Department, which shall log the information for the **Superintendent Clerk**.

§ 331-8. General requirements for excavations, backfilling and resurfacing.

The permittee shall comply with the following general conditions with regard to the opening or excavation and the backfilling and resurfacing of any public street or public place:

- A. The permittee shall keep each opening properly guarded and at night have lights placed thereat and, in doing the work, interfere as little as possible with the travel along the road and open no greater part of the road at any time than shall be allowed by the Borough. If the excavation is to extend the full width of the road, no more than 1/2 of the road shall be opened at one time, and such half shall be backfilled before the other half is opened, so as to permit the free flow of traffic.
- B. The applicant shall give a forty-eight-hour notice to the Borough Engineer prior to making an opening or prior to beginning surface restoration.
- C. No opening shall commence on a Saturday, Sunday or holiday, except in case of an emergency.
- D. On roads having either a concrete or bituminous concrete surface, the excavation work area shall be saw cut so that the edges of the opening shall be cut straight through the bituminous or concrete surface before the trench is excavated.
- E. If the distance from the edge of the excavation work area to the existing edge of pavement/curb is less than two feet, the permittee shall excavate to the curb and extend the trench repair to the edge of pavement/curb.
- F. The work shall be so conducted as not to interfere with the water mains, gas lines, sewer lines or their connections with houses unless the permission of the proper authorities shall have been obtained. All rock within five feet of a water main or other pipe which might be damaged thereby shall be removed without blasting. No excavation which will damage trees shall be made.

§ 331-8.1. Requirements for backfilling.

- A. The methods of construction for excavation and backfill shall be in accordance with Section 202 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and such other provisions as are included herein and as may be added in the special conditions.
- B. No road opening, excavation or occupancy of a cross trench shall extend beyond the center line of the road before being backfilled, compacted and the surface of the roadway temporarily restored.
- C. All utility facilities shall be located sufficiently ahead of trench excavation work to avoid damage of those facilities and to permit their relocation, if necessary. Storm drains, pipe culverts or other facilities encountered shall be protected by the permittee. If the work performed interferes with the established drainage system of any street or road, provision shall be made by the permittee to provide proper drainage during construction and restore the existing system, all to the satisfaction of the Borough Engineer.

- D. No dewatering equipment, wells, points or piping shall occupy the traveled portion of roadways unless specifically approved and adequately protected to the satisfaction of the Borough Engineer. In addition, effluent from dewatering systems shall be discharged in such a manner that erodible soils are not adversely affected. All silt and sediments being carried in the dewatering effluent must be intercepted prior to effluent discharge into any drainage system through the use of a sediment basin designed to allow retention of discharge for sufficient time to render such waters free from suspended silt and sediments. The use of screening devices in lieu of a sedimentation basin must receive specific approval and be employed only for minor flows.
- E. Any gravel, earth or other excavated material which is caused to roll, flow or wash upon any Borough road shall be removed from the roadway within 24 hours after deposit. In the event the earth, gravel or other excavated material so deposited is not removed, the Borough shall remove the material, and the cost incurred shall be paid by the permittee or deducted from his deposit. Applicants are put on notice that due to the work schedule of the **Department of Public Works Road Department**, it will be necessary to make such repairs after normal working hours. The permittee shall employ construction methods and means that will keep flying dust to the minimum to the satisfaction of the Borough Engineer.
- F. In the event of a snow or ice storm, the permittee will be required to take whatever steps the Department of Public Works deems necessary to secure the traveled way for snow removal operations. At the first sign of precipitation, all work on the shoulders and traveled way shall stop, and they shall be cleared of all dirt, etc., and the area backfilled so as not to interfere with Borough snow operations until the weather permits resumption of work.
- G. Right-of-way or property monuments and/or markers, traffic control devices and other Borough-maintained devices on the right-of-way shall not be removed or disturbed unless permission to do so is first obtained in writing from the Borough Engineer. Permission shall be granted only upon the condition that the permittee shall pay all expenses incident to the replacement of such monumentation and/or devices.
- H. If tunneling operations are required, the tunnel shall be backfilled with rammed concrete composed of one part cement to 10 parts sand(1:10).
- I. If blasting is required to be done in the course of any excavation, it shall be done in strict compliance with all applicable state laws and regulations.

§ 331-8.2. Restoration of surface paving and subsurface foundation.

- A. Within grassed areas, all trench openings and damaged areas shall be backfilled for the top four inches with topsoil as defined in Section 804 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Then, both the trench and area disturbed by excavated material and construction operations shall be seeded with fertilizing and seeding, Type A, as specified in Section 917.05.01 of the same specifications.
- B. Within the limits of gravel roadways, driveways and parking areas, all trench openings shall be backfilled and compacted as heretofore noted. The top eight inches shall be backfilled with eight inches of compacted dense-graded aggregate base course as defined in Section 302 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- C. Within the limits of bituminous concrete or bituminous-treated roadways, all trench openings shall be backfilled and compacted as required in Section 301 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. The upper 12 inches of the trench shall receive a temporary repair of six inches of compacted dense-graded aggregate base course as defined in Section 302 of the above-listed specifications, topped with six inches of hot mix asphalt 19M64 base course, as defined in Section 401 of the above-listed specifications.
 - (1) The temporary pavement shall remain in place until any residual settlement takes place, which time shall not exceed four months. During this time, the permittee shall assure maintenance of the pavement surface level. Manholes, valve boxes or other physical utility obstructions shall have feathered approaches not to exceed a 5% slope where necessary, and pavement lining shall be restored by the permittee for adequate traffic control.
 - (2) Where 20% or more of the pavement surface has been destroyed or disturbed, final restoration shall consist of milling as designated and final paving with a two-inch overlay of the entire pavement surface width with hot mix asphalt 9.5M64 surface course, as defined in Section 401 of the above-listed specifications. All vertical seams shall receive **polymerized joint adhesive-infrared treatment or as directed by the Borough Engineer.**
 - (3) Where less than 20% of the existing pavement surface has been destroyed or disturbed, final paving shall be as follows: The existing pavement shall be saw-cut back to a clean, straight line approximately 12 inches away from each side of the existing disturbed pavement, and any material within one inch of the proposed surface shall be removed and any depressions filled. Two inches of hot mix asphalt 9.5M64 surface course, as defined above, shall then be placed in the prepared area. All vertical seams shall receive **polymerized joint adhesive-infrared treatment infrared treatment or as directed by the Borough Engineer.**
 - (4) If it is determined, prior to release of the cash repair deposit, by the Borough Engineer that the repair seams are not acceptable, then the area shall receive an infrared treatment to create a seamless repair, **at the cost of the Permittee.**

- D. Within the limits of portland cement concrete roadways, all trench openings shall be backfilled and compacted as previously required, a satisfactory foundation prepared, the reinforcement restored and the concrete pavement equal in thickness to that in place in the roadway replaced with concrete as defined in Section 405 of the above-listed specifications.
- E. Road openings and/or trenches involving unusual or special conditions, including attachment to bridges, shall be restored in accordance with and pursuant to the direction of the Borough Engineer.
- F. In the event that temporary paving, patching, final paving, or any other aspect of the restoration process is not completed to the satisfaction of the Borough Engineer, the Borough shall complete the restoration, and the cost incurred shall be paid by the permittee or deducted from his deposit. **If the cash repair deposit is insufficient, Permittee will be billed for the balance with payment due within thirty (30) days.**

§ 331-8.3. Specifications for concrete sidewalks, aprons, and curbs.

- A. Materials, measuring, mixing, preparation of the foundation forms, joints, depositing of concrete, finishing, curing and protection are to be in accordance with the current New Jersey State Highway Department Standard Specifications for Road and Bridge Construction or the latest revision thereof.
- B. All sidewalk, driveway apron, curb, gutter, or other right-of-way improvements shall be constructed in accordance with standard construction detail established by the Borough Engineer.
- C. The contractors shall be required to confer with the Borough Engineer before starting any work, and further shall not be permitted to pour any concrete until the Borough Engineer has checked and approved the forms for alignment and grade.
- D. For the installation of curb or sidewalk in the Borough, forms shall be of wood or metal, straight, free from warp, of sufficient strength to resist springing during construction and of a height equal to the full depth of the finished curb or sidewalk. Wood forms shall be two-inch surfaced plank, it being understood that dressed lumber of 1 5/8-inch width is herein permitted (where sharpness of curvature does not permit the use of two-inch material, plywood or fiberboard of lesser thickness may be used with the permission of the Borough Engineer) or as provided in the particular specifications for the job in question.

§ 331-9. Excavations in recently improved streets.

§ 331-9.1 Notice of Improvements

- A. Whenever the Borough Council enacts any ordinance or resolution providing for the paving or repaving of any street, the **Borough Engineer shall provide a list of impacted streets to the Borough Clerk** whom shall promptly mail a written notice thereof to each person owning any sewer, main, conduit or other utility in or under said street. Such notice shall notify such persons that no excavation permit shall be issued for opening, cuts or excavations in said street for a period of five years after the date of enactment of such ordinance or resolution. The notice shall notify such persons that applications for excavation permits, for work to be done prior to such paving or repaving, shall be submitted promptly in order that the work covered by the excavation permit may be completed not later than 45 days from the date of enactment of such ordinance or resolution. The Borough Clerk shall also promptly mail copies of such notice to the occupants of all houses, buildings and other structures abutting said street for their information and to the state agencies and departments or other persons that may desire to perform excavation work in said street.
- B. Within said 45 days, every public utility company receiving notice as prescribed herein shall perform such excavation work, subject to the provisions of this article, as may be necessary to install or repair sewers, mains, conduits or other utility installations. In the event any owner of real property abutting said street shall fail within said 45 days to perform such excavation work as may be required to install or repair utility service lines or service connections to the property lines, any and all rights of such owner or his successors in interest to make openings, cuts or excavations in said street shall be forfeited for a period of five years from the date of enactment of said ordinance or resolution. During said five-year period, no excavation permit shall be issued to open, cut or excavate in said street unless, in the judgment of the Borough Engineer, an emergency as described in this article exists which makes it absolutely essential that the excavation permit be issued. Nonemergency openings for roads under moratorium shall be approved only by resolution of the governing body.
- C. Every Borough department or official charged with responsibility for any work that may necessitate any opening, cut or excavation in said street is directed to take appropriate measures to perform such excavation work within said forty-five-day period as to avoid the necessity for making any openings, cuts or excavations in the new pavement in said Borough street during said five-year period.

§ 331-9.2 Moratorium Penalty

If by resolution of the governing body, a permit is authorized to be issued by the Superintendent of Public Works to open any paved or improved street surface less than five (5) years old, a penalty charge shall be made for the opening, except that the penalty fee shall be waived by the Borough Engineer in the event the work is of an emergency nature.

§ 331-9.3 Penalty Charge

The penalty charge shall be on a sliding scale determined as follows:

- A. Penalty Assessment = \$1,000 plus \$5 per square foot of area of road cut
- B. Penalty factor is 2% of the total of A above for each unelapsed month or fraction thereof of the five year (60 months) moratorium period.
- C. Maximum penalty shall be 120% of the total penalty.
- D. Minimum penalty shall be \$500.
- E. Inspection and permit fees are payable in addition to the penalty charges set forth herein pursuant to subsection 331.4(B)
- F. No portion of the penalty charge shall be refundable and penalty charges do not relieve the permit holder from the required performance and maintenance cash bond or the required insurance.

§ 331-9.4 Moratorium repairs

~~D.~~ Repairs to roads under moratorium, both emergency and nonemergency, shall consist of a two-inch milling and paving from curb to curb or, where appropriate, edge to edge for the length of the repair. ~~Tack coat Infrared treatment~~ shall be placed on all edges of the milled area and over the base course. ~~At the discretion of the Borough Engineer, if a patch is deemed not acceptable, then infrared pavement repair may be required.~~

§ 331-10. Preservation of monuments.

The permittee shall not disturb any surface monuments or hubs found on the line of excavation work until ordered to do so by the Borough Engineer.

§ 331-11. Excavations in winter months.

Unless authorized by prior written approval of the Borough Engineer, no permit for the excavation of any street shall be issued between December 1 and March 1, except for emergencies as provided in § 331-7 or by resolution adopted by the Borough Council. All street excavations commenced after March 1 must be completed, backfilled and restored prior to December 1.

§ 331-12. Indemnity. Indemnification.

~~By applying for and in~~ accepting a permit, the permittee ~~shall be deemed to have agreed to~~ indemnify ~~ies~~ and saves harmless the Borough ~~of Oceanport, the Borough Engineer and their officers, officials, employees, agents and servants~~ from and against any ~~and all~~ loss, ~~costs injury~~ or damages ~~results from the sole negligence of the parties indemnified. incurred by reason of any damage to any property, injury to any person or any loss of life resulting from any negligence of the permittee, its agents or servants in performing the work covered by the permit.~~

§ 331-13. Applicability.

The provisions of this article shall not be applicable to any excavation work under the direction of competent Borough officials, by employees of the Borough or by any contractor of the Borough or agency or department of the Borough performing work for and in behalf of the Borough necessitating openings or excavations in streets, nor shall the provisions of § 331-4 and 331-5 apply to any excavation work performed adjacent to or within public rights-of-way by subdividers or site developers in accordance with approved subdivision or site plans, provided that such subdividers or site developers have posted cash guaranties and surety in accordance with the applicable ordinance requirements.

§ 331-14. Liability Insurance required.

A permittee, prior to the commencement of excavation, shall furnish to the Borough Clerk satisfactory certificates of insurance duly issued by an insurance company authorized to do business in this State indicating that the permittee has in force and will maintain in force, during the performance of the work and the period of the permit, required. The Borough of Oceanport shall be named as additional insured on all certificates of insurance provided. If the permittee is not performing the work, the Borough Clerk will accept insurance from contractors which meets the requirements of this subsection, assumes the permittee's contractual liability and names the permittee and the Borough as additional insureds. A permittee, prior to the commencement of excavation work hereunder, shall furnish the Borough Administrator with certificates of liability and workers' compensation insurance satisfactory to the owner.

- A. The minimum amounts of insurance to be carried by the permittee shall be as follows:
- (1) Workers' compensation and employers' liability insurance. The permittee shall take out and maintain during the life of this contract adequate workers' compensation and employers' liability insurance for all employees employed in connection with the work, and in case any work is sublet, the permittee shall require each subcontractor similarly to provide workers' compensation and employers' liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the permittee's insurance.
 - (a) Coverage A (workers' compensation) shall be New Jersey statutory.
 - (b) Coverage B (employers' liability) shall be in the amount of \$1,000,000 or unlimited as per the New Jersey workers' compensation laws.
 - (2) Comprehensive general liability.
 - (a) Limits shall be \$1,000,000 bodily injury (BI), each occurrence, and \$500,000 property damage (PD), each occurrence.
 - (b) The certificate of insurance must indicate coverage at the above limits for:
 - [1] Explosion, collapse and underground utilities (XCU).
 - [2] Contractual: indicated on the face of the certificate as being in accordance with the wording of the contract.
 - [3] Independent contractors.
 - [4] Completed operations.
 - (3) Comprehensive automobile liability.
 - (a) Limits shall be \$1,000,000 bodily injury (BI), each occurrence, and \$500,000 property damages (PD), each occurrence.
 - (b) Certificate of insurance must indicate coverage at the above limits for:
 - [1] Hired vehicles.
 - [2] Non-owned vehicles.
 - (4) Owners protective policy. The permittee shall supply an owners protective policy written in the name of the owner, the engineer, and their agents, with limits of \$1,000,000 bodily (BI) and \$500,000 property damage (PD). In lieu of this policy, the permittee may indicate on the comprehensive general liability certificate of insurance the owner, the engineer, and their agents have been named as an additional insured for this contract.
- B. In cases where the character or nature of the proposed excavation work is such as to present an unusual hazard or a higher-than-normal risk of damage or injury, the Borough Council may require provision of increased amounts of liability and property damage insurance. Any permits which occasion such increased hazard or liability shall be referred by the Borough **Clerk Administrator** for the consideration of the governing body prior to the issuance of a permit.

§ 331-15. Violations and penalties.

Any person who violates any provision of this article shall, upon conviction thereof, be punished as set forth in Chapter 1, § 1-15, General penalty. A separate offense shall be deemed committed on each day during which a violation occurs or continues.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby repealed, but only, however to the extent of such conflict or inconsistency, it being the legislative intent that all other ordinances or parts of ordinances now existing and in effect, unless the same be in conflict or inconsistent with any of the provisions of this ordinance, shall remain in full force and effect.

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

APPROVED ON FIRST READING

DATED: July 20, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: September 21, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II

Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF BILL LIST FOR
AUGUST 17, 2023**

Resolution

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of August 17, 2023.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$4,035,649.08.

CERTIFICATION OF FUNDS

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



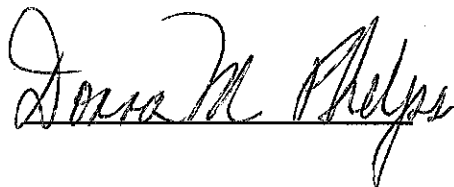
Catherine D. LaPorta, CFO

BOROUGH OF OCEANPORT BILL LIST

17-Aug-23

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$241,818.86 16TH PAY
DCRP	\$630.15
MANUAL CHECKS	
TREASURER: STATE OF NJ (DEBT SERVICE)	\$7,688.94
VERIZON WIRELESS	\$322.86
LIMA CHARLIE CONSTRUCTION	\$179,473.38
UTILITY CHECK RUN	\$2,607,340.03
GRANT FUND	\$32,750.00
CAPITAL	\$770,406.97
DOG REGISTRY TOTAL	\$850.00
OPEN SPACE TRUST TOTAL	\$3,980.58
SUI	\$165.00
OFF DUTY TRUST	\$6,577.18
UCC TRUST	\$144.77
TRUST OTHER TOTAL	\$7,004.64
ESCROW TRUST TOTAL	\$16,934.30
NON BUDGETARY	\$110.00
2022 VOUCHERS PAID THIS MEETING	\$62,610.69
2023 VOUCHERS PAID THIS MEETING	\$96,840.73
TOTAL	\$4,035,649.08

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



List of Bills - (All Funds)

5.2.b

Vendor	Description	Payment	Check Total
Current Fund			
1767 - ADT SECURITY CORPORATION	PO 14463 930 OCEANPORT WAY - FIRE ALARM	438.00	438.00
1516 - CANON FINANCIAL SERVICES, INC	PO 14252 PD COPIER SERVICE - JUNE 2023	57.00	57.00
1889 - GREAT AMERICA FINANCIAL SERVICES	PO 14438 MONTHLY RENTAL	159.00	159.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 14378 200-000-957-015 - 06/01-26/23	592.86	
	PO 14423 200-00-857-007 - 06/17-07/19/2023	5,437.07	6,029.93
1814 - LEAF	PO 14382 COPIERS	223.01	
	PO 14460 OEM COPIER - AUGUST 2023	82.41	305.42
1222 - MONMOUTH COUNTY TREASURER	PO 14303 PILOT PAYMENT 2ND QUARTER OF 2023	2,940.20	
	PO 14390 COUNTY OPEN SPACE TAXES - AUG 2023	133,963.98	
	PO 14391 COUNTY HEALTH TAXES - AUG 2023	16,797.69	
	PO 14392 COUNTY LIBRARY TAXES - AUG 2023	60,827.37	
	PO 14393 COUNTY TAXES DUE - AUG 2023	873,124.83	1,087,654.07
1245 - NJ AMERICAN WATER CO	PO 14375 CHARLES PARK - 06/13-07/13/23	520.10	
	PO 14376 OLD WHARF #2 - 06/10-07/12/23	21.27	
	PO 14442 HYDRANT SERVICE - 06-23-07/25/2023	8,776.10	9,317.47
1251 - NJ NATURAL GAS CO	PO 14424 FAS UTILITIES - 06/15-07/19/2023	77.16	
	PO 14425 LIBRARY - 06/15-07/19/2023	50.40	
	PO 14426 433 MYRTLE AVE - 06/15/07/19/2023	83.85	
	PO 14427 21 MAIN STREET - 06/15-07/19/2023	42.84	
	PO 14428 315 E. MAIN - 06/15-07/19/23	51.62	
	PO 14429 930 OCEANPORT WAY -06/16-07/20/23	344.38	
	PO 14430 910 OCEANPORT WAY - 06/16-07/20/23	279.52	
	PO 14431 920 OCEANPORT WAY - 06/16-07/20/23	42.00	971.77
1261 - OCEANPORT BOARD OF EDUCATION	PO 14437 AUG 2023 TAX REMITTANCE	1,043,915.50	1,043,915.50
1323 - SHORE REGIONAL HIGH SCHOOL	PO 14389 AUG 2023 TAX REMITTANCE & DEBT SERVICE	455,885.40	455,885.40
1358 - TREASURER: COUNTY OF MONMOUTH	PO 14209 SCAT 2ND QUARTER BILLING - 2023	2,015.00	2,015.00
2061 - UGI ENERGY SERVICES, LLC	PO 14443 PAP FIRE HOUSE - 06/15-07/19/2033	27.42	
	PO 14444 HOOK & LADDER - 06/15-07/19/2023	0.57	
	PO 14445 FAS UTILITIES - 06/15-07/19/2023	23.07	51.06
1387 - VERIZON	PO 14422 POLICE FIOS - 07/24-08/23/23	317.41	317.41
UCC Trust			
1814 - LEAF	PO 14382 COPIERS	223.00	223.00
TOTAL			2,607,340.03

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	2,607,117.03
01-192-09-000-008	SEN CIT HOUSING IN LIEU OF TAX			2,940.20	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	2,397.01			
01-201-25-240-200	POLICE OE	57.00			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	82.41			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	8,776.10			
01-201-25-260-200	FIRST AID ORGANIZATION OE	100.23			
01-201-26-310-252	REPAIRS & EQUIPMENT	438.00			
01-201-31-430-201	ELECTRICITY	495.25			
01-201-31-430-203	TELEPHONE/INTERNET	317.41			
01-201-31-430-204	WATER/SEWER	541.37			
01-201-31-430-205	NATURAL GAS	922.60			
01-201-31-430-207	STREET LIGHTING	5,534.68			
01-206-55-000-046	REGIONAL SCHOOL TAX			455,885.40	
01-207-55-000-045	LOCAL SCHOOL TAX			1,043,915.50	
01-208-55-000-039	COUNTY TAX PAYABLE			873,124.83	
01-208-55-000-041	COUNTY OPEN SPACE TAX			133,963.98	
01-208-55-000-042	COUNTY HEALTH TAX			16,797.69	
01-208-55-000-043	COUNTY LIBRARY TAX			60,827.37	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

TOTALS FOR	Current Fund	19,662.06	0.00	2,587,454.97	2,607,117.03
=====					
18-101-01-100-101	CASH UCC TRUST			0.00	223.00
18-270-55-600	RESERVE FOR UCC TRUST			223.00	

TOTALS FOR	UCC Trust	0.00	0.00	223.00	223.00
=====					

Total to be paid from Fund 01 Current Fund	2,607,117.03
Total to be paid from Fund 18 UCC Trust	223.00

	2,607,340.03

5.2.b

List of Bills - (All Funds)

5.2.c

Vendor	Description	Payment	Check Total
Current Fund			
1532 - A & K EQUIPMENT, INC	PO 14130 TARPS FOR DPW VEHICLES	821.10	821.10
1658 - AMAZON CAPITAL SERVICES, INC	PO 14251 SUPPLIES FOR DPW	165.90	
	PO 14457 Cleaning Supplies	29.94	195.84
1016 - AMERICAN UNIFORM & SUPPLY	PO 14451 Uniform Purchase for Connor Rogers (New	1,007.88	
	PO 14452 Uniform purchase for Fagliarone, Weir, G	582.43	1,590.31
1029 - BEATRIZ C CRANEY	PO 14244 INTERPRETING - JUNE 2023	220.00	
	PO 14323 INTERPRETING - JULY 2023	220.00	
	PO 14388 INTERPRETING - JULY 2023	220.00	660.00
1751 - BOROUGH OF RUMSON	PO 14468 VEHICLE PURCHASE	27,500.00	
	PO 14468 VEHICLE PURCHASE	3,000.00	30,500.00
1516 - CANON FINANCIAL SERVICES, INC	PO 14311 PD COPIER SERVICE - JUNE 2023	57.00	57.00
1161 - CHASE BANK NA	PO 14499 MCIA CAPITAL LEASE PAYMENT	7,800.00	7,800.00
1851 - CHRIS HENRY, JR.	PO 14467 Uniform Reimbursement Henry	99.99	99.99
1987 - CINTAS CORPORATION NO 2	PO 14403 MONTHLY CLEANING BORO HALL	196.56	196.56
1807 - COLLIERS ENGINEERING & DESIGN	PO 14510 ASBESTOS ABATEMENT- 550-551	8,056.25	
	PO 14511 ASBESTOS ABATEMENT- 550-551	14,427.20	
	PO 14513 ASBESTOS ABATEMENT - BLDG 555	1,180.00	
	PO 14514 ASBESTOS ABATEMENT- BLDG 886	525.00	
	PO 14515 ASBESTOS ABATEMENT- BLDG 886	4,301.91	
	PO 14516 ASBESTOS ABATEMENT - BLDG 555	2,991.25	31,481.61
1453 - DONNA PHELPS	PO 14374 MEETING DUE TO COVID - 07/20-08/19/23	90.09	90.09
1084 - DYNAMIC TESTING SERVICE LLC	PO 14386 TESTING - 07/19/23	180.00	180.00
1085 - EAGLE POINT GUN	PO 11104 Ammo for training and replace old duty a	3,948.69	3,948.69
1099 - EUROFINS ENVIRONMENT TESTING PHILAD	PO 14206 WATER TESTING - JUNE 2023	480.00	480.00
2104 - EVANGELEA SWAROOP	PO 14509 FEE REFUND	110.00	110.00
1109 - FMERA	PO 14577 RT 537 - 07/01-31/23	273.26	
	PO 14578 BLDG 900 - 07/01-31/23 - DPW	458.06	
	PO 14579 BLDG 901 - 07/03-08/01/23 - BORO HALL	1,998.14	
	PO 14580 BLDG 901 - JULY 2023 - BORO HALL SEWER	30.00	
	PO 14581 BLDG 977 - 07/03-08/01/23 - POLICE	2,388.69	
	PO 14582 BLDG 977 - JULY 2023 - POLICE SEWER	30.00	5,178.15
2083 - FRANK SEGURA	PO 14494 DRAWDOWN FROM BLANKETPO 14134 FOR BOOT	100.03	100.03
2091 - GEORGE PEACOCK IV	PO 14454 Reimbursement for Uniform Purchase Peaco	354.16	354.16
1128 - GOODYEAR AUTO SERVICE CENTER	PO 14453 New Tires for Unit 9	784.00	784.00
1941 - GOTO TECHNOLOGIES USA, INC	PO 14402 Go-To-Webinar Services	199.00	199.00
1131 - GRAINGER (ACCT #831466131	PO 14384 AIR HANDLER	321.65	321.65
1506 - GRANICUS, LLC	PO 14482 AGENDA & MINUTE SOFTWARE - AUG 2023	415.00	415.00
1209 - GROFF TRACTOR MID ATLANTIC	PO 13782 FOR REPAIR TO CASE LOADER 521D	1,598.38	
	PO 13783 TINK PARTS 521D	3,503.51	5,101.89
1209 - GROFF TRACTOR MID ATLANTIC	PO 13784 TINK PARTS 521G	934.44	934.44
1143 - I.D.M. MEDICAL SUPPLY INC	PO 14377 FAS OXYGEN	138.40	138.40
1649 - INTRON TECHNOLOGY, LLC	PO 14381 MANAGED PHONE SERVICE - JULY 2023	1,373.84	
	PO 14401 IT Services	3,868.48	5,242.32
1685 - JANITOR SUPPLY CORP	PO 13937 SUPPLIES BORO HALL + PD PARKS	436.90	
	PO 14253 QUOTE FOR SUPPLIES-	1,395.60	1,832.50
1428 - JERSEY AUTO SPA CAR WASH	PO 14308 CAR WASH - 3RD QTR 2023	500.00	500.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 14575 MAIN & INTERSECTION - JULY 2023	36.46	36.46
2097 - JOHN PATTI	PO 14370 REIMBURSEMENT	15.99	15.99
1158 - JOHN'S AUTO & TRUCK REPAIR LLC	PO 14071 CAPTAIN'S CAR MAINTENANCE	1,047.35	1,047.35
1499 - KEVIN E KENNEDY, ESQ	PO 14563 PB Legal - General Services	105.00	
	PO 14564 PB - 2023 MEETINGS	500.00	
	PO 14565 PB Litigation	435.00	1,040.00
2032 - KEVIN MORIARTY	PO 14436 PUBLIC DEFENDER	200.00	200.00
1476 - KING SECURITY	PO 14200 PAP ALARM MONITORING - 08/01/23-01/31/2	360.00	
	PO 14387 SERVICE CALL	250.00	610.00
1672 - Kyle + McManus Associates LLC	PO 14287 AFFORDABLE HOUSING	73.50	73.50
1814 - LEAF	PO 14487 OEM COPIER - AUG 2023	82.32	82.32
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 14268 REPAIRS FOR TRUCK F-250	144.40	
	PO 14278 DPW- GASOLINE - MAY 2023	2,158.72	
	PO 14279 FD GASOLINE - MAY 2023	646.75	

List of Bills - (All Funds)

5.2.c

Vendor	Description	Payment	Check Total
	PO 14281 OEM GASOLINE - MAY 2023	66.00	
	PO 14282 PD GASOLINE - MAY 2023	2,511.22	
	PO 14283 FA GASOLINE - MAY 2023	208.28	5,735.37
1538 - MONMOUTH COUNTY TREASURER	PO 14458 BULK PICK UP - JUNE	1,739.86	1,739.86
1236 - MUNICIPAL CLERKS ASSOC OF NJ	PO 14505 MEMBERSHIP - LAPORTA	75.00	75.00
1245 - NJ AMERICAN WATER CO	PO 14551 OLD WHARF #1 - 06/13-07/13/23	1,864.68	1,864.68
1247 - NJ DIVISION OF ALCOHOLIC	PO 14469 Liquor License Renewals	15.00	15.00
1249 - NJ MOTOR VEHICLE COMMISSION	PO 14521 Title for New Vehicle	60.00	60.00
1263 - OCEANPORT HOOK & LADDER	PO 11568 REIMBURSEMENT - FIRE HOOD EQUIPMENT	5,000.00	5,000.00
1954 - ON LOCATION EMERGENCY SER. TRAINING CTR	PO 13829 EMT REFRESHER	600.00	
	PO 14493 EMT REFRESHER - PFLEGER	200.00	800.00
1983 - P.E.P. SERVICE	PO 14220 DRAWDOWN FROM BLANKET PO 12977 FOR AC IN	241.65	241.65
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 14526 AFFORDABLE HOUSING - JUNE 2023	266.00	266.00
1284 - POWERHOUSE SIGNWORKS	PO 14223 DATE STICKER - MOVIE BANNER	50.00	50.00
1938 - PRIMEPOINT, LLC	PO 14404 PAYROLL SERVICES - 07/07 & 07/21/23	644.20	644.20
1286 - PRO JANITORIAL SERVICES, LLC	PO 14486 CLEANING SERVICES - JULY 2023	3,000.00	3,000.00
1301 - RELIANCE GRAPHICS INC	PO 14446 PRINTING - PRIMARY ELECTION BALLOTS	2,150.00	2,150.00
2041 - RILEIGHS OUTDOOR DECOR	PO 13216 HOLIDAY OUTDOOR DECOR FOR BORO	4,038.58	4,038.58
1314 - SEABOARD FIRE & SAFETY	PO 14472 FIRE EXTINGUISHER INSPECTIONS & DRY CHEM	97.00	97.00
1531 - SELEX ES INC	PO 14306 Warrantee coverage renewal	500.00	500.00
1318 - SEMCORE RENTAL CENTER II	PO 14398 EQUIPMENT RENTAL	95.70	95.70
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 14380 CONTRACT RENEWAL	23.50	23.50
1325 - SHREWSBURY AUTO PARTS	PO 14250 DRAWDOWN FROM BLANKET PO 14040 FOR TRUCK	245.91	
	PO 14397 PARTS + REPAIRS	998.62	1,244.53
1326 - SIPS PAINT & HARDWARE	PO 14242 SUPPLIES MISC	96.65	96.65
1327 - SLATTERY PEST MANAGEMENT, LLC	PO 14470 PEST TREATMENT FOR BORO HALL DPW	75.00	75.00
1588 - Spatial Data Logic, Inc.	PO 13320 Software License	2,076.00	2,076.00
2086 - SUPERIOR LAUNDRY EQUIPMENT NY, INC	PO 14068 MAYTAG DRYER	5,250.00	5,250.00
1849 - TABB INC	PO 14485 BACKGROUND CHECK - NEW EMPLOYEES	28.00	28.00
1558 - Verizon Wireless	PO 14538 FIRE WIRELESS - 08/02/09/01/23	120.15	120.15
1559 - Verizon Wireless	PO 14539 UCC/CLERK WIRELESS - 08/02-09/01/23	24.15	24.15
1388 - VERIZON WIRELESS	PO 14546 FIRE BUREAU WIRELESS - 08/02-09/01/23	28.35	
	PO 14552 POLICE WIRELESS - 07/24-08/23/23	688.41	716.76
1389 - VERIZON WIRELESS (OEM)	PO 14540 OEM WIRELESS - 08/02-09/01/23	40.01	40.01
1392 - W.B. MASON CO, INC	PO 14371 SUPPLIES	113.28	113.28
1417 - WINNER FORD, INC	PO 12211 POLICE UTILITY VEHICLES	53,662.00	53,662.00
Capital Fund			
1972 - AUTOMATED BUILDING CONTROLS	PO 14145 HVAC INSULATION - EMERGENCY AWARD	21,060.00	21,060.00
1973 - LIMA CHARLIE CONSTRUCTION, INC	PO 14550 CR29/MYRTLE AVE IMPROVEMENTS PROJECT	88,478.97	88,478.97
2040 - MECO, INC	PO 14583 2022 ROAD PROGRAM	660,868.00	660,868.00
DOG TRUST FUND			
1445 - Monmouth County SPCA	PO 14202 ANIMAL CONTROL SERVICES - MAY 2023	425.00	
	PO 14439 ANIMAL CONTROL SERVICES - JUNE 2023	425.00	850.00
OPEN SPACE TRUST			
1027 - BARCO PRODUCTS	PO 14133 INGROUND MOUNT KITS FOR GARBAGE CANS	1,416.49	1,416.49
1685 - JANITOR SUPPLY CORP	PO 13869 SUPPLIES-	468.09	468.09
2003 - POOR JOHN PORTABLE TOILETS	PO 14229 PORTA JOHNS - GATTA PARK - JUNE 2023	326.00	326.00
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 14217 SAND, DIRT, STONE, MATERIAL	370.00	
	PO 14256 SAND, DIRT, STONE, MATERIAL	199.98	
	PO 14284 SAND, DIRT, STONE, MATERIAL	522.00	
	PO 14407 SAND, DIRT, STONE, MATERIAL	300.00	
	PO 14409 SAND, DIRT, STONE, MATERIAL	300.00	1,691.98
1388 - VERIZON WIRELESS	PO 14544 BBB & OLD WHARF - 08/02-09/01/23	78.02	78.02
SUI Trust			
1331 - STATE OF NJ - DEPT OF LABOR	PO 14491 LABOR & WORKFORCE DEVELOPMENT	165.00	165.00
OFF DUTY POLICE TRUST			
2099 - THE PARK LOFT, LLC	PO 14456 OFF DUTY ESCROW REFUND	6,577.18	6,577.18

List of Bills - (All Funds)

5.2.c

Vendor	Description	Payment	Check Total
UCC Trust			
1559 - Verizon Wireless	PO 14539 UCC/CLERK WIRELESS - 08/02-09/01/23	144.77	144.77
OTHER TRUST			
1297 - CLAYTON BLOCK CO, INC	PO 14292 CONCRETE FOR ADOPT A BENCH PADS	1,431.00	1,431.00
1154 - JOANNE HUNT	PO 14440 REIMBUREMENT - ACTION CAMP SUPPLIES	524.14	524.14
1284 - POWERHOUSE SIGNWORKS	PO 14464 BENCH PLAQUES	49.50	49.50
1970 - STARFIRE CORPORATION	PO 14573 FIREWORKS DEPOSIT	5,000.00	5,000.00
DEVELOPERS ESCROW TRUST			
1720 - CGP&H	PO 14379 ADM AGENT FOR AFFORDABLE HOUSING - 06/01	1,137.60	1,137.60
1807 - COLLIERS ENGINEERING & DESIGN	PO 14541 PB Engineering - FMBC	3,110.00	
	PO 14542 Engineering - Oport Partners LLC - PH II	131.25	
	PO 14543 Engineering - Oport Partners LLC - Phase	872.50	
	PO 14549 PB Engineering - Gill	306.25	
	PO 14557 PB Engineering - MARTELLI	87.50	
1807 - COLLIERS ENGINEERING & DESIGN	PO 14558 PB Engineering - NJCU	131.25	
	PO 14559 PB Engineering - 552 Caren Franzini Way	131.25	
	PO 14560 PB Engineering - Somerset-Pulte Lodging	4,686.25	9,456.25
	PO 14561 PB Engineering - Signal Point LLC	612.50	
	PO 14562 PB Engineering - Marina at Oceanport	2,275.00	2,887.50
1807 - COLLIERS ENGINEERING & DESIGN	PO 14567 PB Engineering - Triumphant Life Church	612.50	
	PO 14571 PB Engineering - SCIACCA	131.25	743.75
1499 - KEVIN E KENNEDY, ESQ	PO 14566 PB Legal - 196 Monmouth Blvd, LLC	180.00	
	PO 14568 PB Legal - Triumphant Life Church	75.00	
	PO 14569 PB Legal - Signal Point LLC	810.00	
	PO 14570 PB Legal - SCIACCA	105.00	1,170.00
1200 - McMANIMON*SCOTLAND*BAUMANN LLC	PO 14188 DENHOLTZ REDEVELOPMENT	215.00	
	PO 14199 DENHOLTZ REDEVELOPMENT	1,125.00	1,340.00
2103 - NICOLA MANGAN	PO 14503 DEVELOPERS ESCROW REFUND	191.45	191.45
1580 - THE TWO RIVER TIMES	PO 14405 Legal Notice -PB	7.75	7.75
TOTAL			998,324.86

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	159,511.42
01-192-08-100-003	FEES & PERMITS-OTHER			110.00	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	3,434.87			
01-201-20-120-200	MUNICIPAL CLERK OE	8,723.48			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	944.20			
01-201-20-155-200	LEGAL SERVICES OE	774.50			
01-201-21-180-200	PLANNING BOARD OE	605.00			
01-201-25-240-200	POLICE OE	4,663.81			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	122.33			
01-201-25-260-200	FIRST AID ORGANIZATION OE	1,985.75			
01-201-25-265-200	FIRE DEPARTMENT OE	120.15			
01-201-25-265-400	FIRE BUREAU OE	28.35			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	95.70			
01-201-26-300-271	REPAIRS	4,625.31			
01-201-26-300-273	SUPPLIES	4,028.60			
01-201-26-300-281	UNIFORM RENTAL	100.03			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	9,560.94			
01-201-26-310-252	REPAIRS & EQUIPMENT	707.00			
01-201-27-335-300	WATER WATCH COMMITTEE-OTHER	480.00			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	50.00			
01-201-30-430-000	FMERA ENGINEERING SERVICES	31,481.61			
01-201-31-430-201	ELECTRICITY	4,844.89			
01-201-31-430-203	TELEPHONE/INTERNET	1,397.99			
01-201-31-430-204	WATER/SEWER	1,924.68			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-31-430-207	STREET LIGHTING	309.72			
01-201-31-430-208	GASOLINE & OIL	5,590.97			
01-201-31-465-200	SANITATION DUMPING FEES	1,739.86			
01-201-43-490-200	MUNICIPAL COURT OE	675.99			
01-201-43-495-200	PUBLIC DEFENDER-OTHER EXPENSE	200.00			
01-201-45-920-200	DEBT SERVICE OE	7,575.00			
01-203-25-240-200	(2022) POLICE OE		3,948.69		
01-203-25-265-200	(2022) FIRE DEPARTMENT OE		5,000.00		
01-203-44-900-200	(2022) CAPITAL IMPROVEMENT FUND OE		53,662.00		
TOTALS FOR	Current Fund	96,790.73	62,610.69	110.00	159,511.42
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	32,750.00
02-213-40-700-011	AMERICAN RESCUE PLAN FIREFIGHTER GRANT			5,250.00	
02-213-40-700-064	AMERICAN RESCUE PLAN FUNDS			27,500.00	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	32,750.00	32,750.00
04-101-01-100-011	CAPITAL CASH - TD			0.00	770,406.97
04-215-55-474-000	MUNICIPAL COMPLEX ORD #970			21,060.00	
04-215-55-990-A00	2020 ROAD PROGRAM - ORD #1026			88,478.97	
04-215-55-993-A00	2022 ROAD PROGRAM - ORD #1053			660,868.00	
TOTALS FOR	Capital Fund	0.00	0.00	770,406.97	770,406.97
05-101-00-100-011	CASH - TD			0.00	850.00
05-270-00-500-020	RESERVE FOR EXPENDITURES			850.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	850.00	850.00
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	3,980.58
06-270-00-500-020	RESERVE FOR OPEN SPACE			3,980.58	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	3,980.58	3,980.58
14-101-01-100-101	Cash SUI Trust			0.00	165.00
14-270-55-600-155	Reserve for SUI			165.00	
TOTALS FOR	SUI Trust	0.00	0.00	165.00	165.00
17-101-01-100-101	CASH-OFF DUTY POLICE TRUST			0.00	6,577.18
17-270-55-600-165	RESERVE FOR OFF DUTY POLICE TR			6,577.18	
TOTALS FOR	OFF DUTY POLICE TRUST	0.00	0.00	6,577.18	6,577.18
18-101-01-100-101	CASH UCC TRUST			0.00	144.77
18-270-55-600	RESERVE FOR UCC TRUST			144.77	
TOTALS FOR	UCC Trust	0.00	0.00	144.77	144.77
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	7,004.64
60-270-55-600-105	RES.FOR RECREATION			524.14	
60-270-55-600-106	RES. FOR MEMORIAL BENCHES			1,480.50	
60-270-55-600-115	RES.FOR SUMMERS END			5,000.00	
TOTALS FOR	OTHER TRUST	0.00	0.00	7,004.64	7,004.64
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	16,934.30
61-270-55-600-205	RES.FOR DEV.ESCROW			16,934.30	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	16,934.30	16,934.30

5.2.c

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
---------	-------------	------------	--------------	---------------	--------

5.2.c

Total to be paid from Fund 01 Current Fund	159,511.42
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	32,750.00
Total to be paid from Fund 04 Capital Fund	770,406.97
Total to be paid from Fund 05 DOG TRUST FUND	850.00
Total to be paid from Fund 06 OPEN SPACE TRUST	3,980.58
Total to be paid from Fund 14 SUI Trust	165.00
Total to be paid from Fund 17 OFF DUTY POLICE TRUST	6,577.18
Total to be paid from Fund 18 UCC Trust	144.77
Total to be paid from Fund 60 OTHER TRUST	7,004.64
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	16,934.30
	=====
	998,324.86

List of Bills - (All Funds)

5.2.d

Vendor	Description	Payment	Check Total
Current Fund			
1532 - A & K EQUIPMENT, INC	PO 14130 TARPS FOR DPW VEHICLES	821.10	821.10
1658 - AMAZON CAPITAL SERVICES, INC	PO 14251 SUPPLIES FOR DPW	165.90	
	PO 14457 Cleaning Supplies	29.94	195.84
1016 - AMERICAN UNIFORM & SUPPLY	PO 14451 Uniform Purchase for Connor Rogers (New	1,007.88	
	PO 14452 Uniform purchase for Fagliarone, Weir, G	582.43	1,590.31
1029 - BEATRIZ C CRANEY	PO 14244 INTERPRETING - JUNE 2023	220.00	
	PO 14323 INTERPRETING - JULY 2023	220.00	
	PO 14388 INTERPRETING - JULY 2023	220.00	660.00
1751 - BOROUGH OF RUMSON	PO 14468 VEHICLE PURCHASE	27,500.00	
	PO 14468 VEHICLE PURCHASE	3,000.00	30,500.00
1516 - CANON FINANCIAL SERVICES, INC	PO 14311 PD COPIER SERVICE - JUNE 2023	57.00	57.00
1161 - CHASE BANK NA	PO 14499 MCIA CAPITAL LEASE PAYMENT	7,800.00	7,800.00
1851 - CHRIS HENRY, JR.	PO 14467 Uniform Reimbursement Henry	99.99	99.99
1987 - CINTAS CORPORATION NO 2	PO 14403 MONTHLY CLEANING BORO HALL	196.56	196.56
1807 - COLLIERS ENGINEERING & DESIGN	PO 14510 ASBESTOS ABATEMENT- 550-551	8,056.25	
	PO 14511 ASBESTOS ABATEMENT- 550-551	14,427.20	
	PO 14513 ASBESTOS ABATEMENT - BLDG 555	1,180.00	
	PO 14514 ASBESTOS ABATEMENT- BLDG 886	525.00	
	PO 14515 ASBESTOS ABATEMENT- BLDG 886	4,301.91	
	PO 14516 ASBESTOS ABATEMENT - BLDG 555	2,991.25	31,481.61
1453 - DONNA PHELPS	PO 14374 MEETING DUE TO COVID - 07/20-08/19/23	90.09	90.09
1084 - DYNAMIC TESTING SERVICE LLC	PO 14386 TESTING - 07/19/23	180.00	180.00
1085 - EAGLE POINT GUN	PO 11104 Ammo for training and replace old duty a	3,948.69	3,948.69
1099 - EUROFINS ENVIRONMENT TESTING PHILAD	PO 14206 WATER TESTING - JUNE 2023	480.00	480.00
2104 - EVANGELEA SWAROOP	PO 14509 FEE REFUND	110.00	110.00
1109 - FMERA	PO 14577 RT 537 - 07/01-31/23	273.26	
	PO 14578 BLDG 900 - 07/01-31/23 - DPW	458.06	
	PO 14579 BLDG 901 - 07/03-08/01/23 - BORO HALL	1,998.14	
	PO 14580 BLDG 901 - JULY 2023 - BORO HALL SEWER	30.00	
	PO 14581 BLDG 977 - 07/03-08/01/23 - POLICE	2,388.69	
	PO 14582 BLDG 977 - JULY 2023 - POLICE SEWER	30.00	5,178.15
2083 - FRANK SEGURA	PO 14494 DRAWDOWN FROM BLANKETPO 14134 FOR BOOT	100.03	100.03
2091 - GEORGE PEACOCK IV	PO 14454 Reimbursement for Uniform Purchase Peaco	354.16	354.16
1128 - GOODYEAR AUTO SERVICE CENTER	PO 14453 New Tires for Unit 9	784.00	784.00
1941 - GOTO TECHNOLOGIES USA, INC	PO 14402 Go-To-Webinar Services	199.00	199.00
1131 - GRAINGER (ACCT #831466131	PO 14384 AIR HANDLER	321.65	321.65
1506 - GRANICUS, LLC	PO 14482 AGENDA & MINUTE SOFTWARE - AUG 2023	415.00	415.00
1209 - GROFF TRACTOR MID ATLANTIC	PO 13782 FOR REPAIR TO CASE LOADER 521D	1,598.38	
	PO 13783 TINK PARTS 521D	3,503.51	5,101.89
1209 - GROFF TRACTOR MID ATLANTIC	PO 13784 TINK PARTS 521G	934.44	934.44
1143 - I.D.M. MEDICAL SUPPLY INC	PO 14377 FAS OXYGEN	138.40	138.40
1649 - INTRON TECHNOLOGY, LLC	PO 14381 MANAGED PHONE SERVICE - JULY 2023	1,373.84	
	PO 14401 IT Services	3,868.48	5,242.32
1685 - JANITOR SUPPLY CORP	PO 13937 SUPPLIES BORO HALL + PD PARKS	436.90	
	PO 14253 QUOTE FOR SUPPLIES-	1,395.60	1,832.50
1428 - JERSEY AUTO SPA CAR WASH	PO 14308 CAR WASH - 3RD QTR 2023	500.00	500.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 14575 MAIN & INTERSECTION - JULY 2023	36.46	36.46
2097 - JOHN PATTI	PO 14370 REIMBURSEMENT	15.99	15.99
1158 - JOHN'S AUTO & TRUCK REPAIR LLC	PO 14071 CAPTAIN'S CAR MAINTENANCE	1,047.35	1,047.35
1160 - JPMONZO MUNICIPAL CONSULTING,	PO 14170 PHELPS - WEBINAR	50.00	50.00
1499 - KEVIN E KENNEDY, ESQ	PO 14563 PB Legal - General Services	105.00	
	PO 14564 PB - 2023 MEETINGS	500.00	
	PO 14565 PB Litigation	435.00	1,040.00
2032 - KEVIN MORIARTY	PO 14436 PUBLIC DEFENDER	200.00	200.00
1476 - KING SECURITY	PO 14200 PAP ALARM MONITORING - 08/01/23-01/31/2	360.00	
	PO 14387 SERVICE CALL	250.00	610.00
1672 - Kyle + McManus Associates LLC	PO 14287 AFFORDABLE HOUSING	73.50	73.50
1814 - LEAF	PO 14487 OEM COPIER - AUG 2023	82.32	82.32
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 14268 REPAIRS FOR TRUCK F-250	144.40	
	PO 14278 DPW- GASOLINE - MAY 2023	2,158.72	

Packet Pg. 20

List of Bills - (All Funds)

5.2.d

Vendor	Description	Payment	Check Total
	PO 14279 FD GASOLINE - MAY 2023	646.75	
	PO 14281 OEM GASOLINE - MAY 2023	66.00	
	PO 14282 PD GASOLINE - MAY 2023	2,511.22	
	PO 14283 FA GASOLINE - MAY 2023	208.28	5,735.37
1538 - MONMOUTH COUNTY TREASURER	PO 14458 BULK PICK UP - JUNE	1,739.86	1,739.86
1236 - MUNICIPAL CLERKS ASSOC OF NJ	PO 14505 MEMBERSHIP - LAPORTA	75.00	75.00
1245 - NJ AMERICAN WATER CO	PO 14551 OLD WHARF #1 - 06/13-07/13/23	1,864.68	1,864.68
1247 - NJ DIVISION OF ALCOHOLIC	PO 14469 Liquor License Renewals	15.00	15.00
1249 - NJ MOTOR VEHICLE COMMISSION	PO 14521 Title for New Vehicle	60.00	60.00
1263 - OCEANPORT HOOK & LADDER	PO 11568 REIMBURSEMENT - FIRE HOOD EQUIPMENT	5,000.00	5,000.00
1954 - ON LOCATION EMERGENCY SER. TRAINING CTR	PO 13829 EMT REFRESHER	600.00	
	PO 14493 EMT REFRESHER - PFLEGER	200.00	800.00
1983 - P.E.P. SERVICE	PO 14220 DRAWDOWN FROM BLANKET PO 12977 FOR AC IN	241.65	241.65
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 14526 AFFORDABLE HOUSING - JUNE 2023	266.00	266.00
1284 - POWERHOUSE SIGNWORKS	PO 14223 DATE STICKER - MOVIE BANNER	50.00	50.00
1938 - PRIMEPOINT, LLC	PO 14404 PAYROLL SERVICES - 07/07 & 07/21/23	644.20	644.20
1286 - PRO JANITORIAL SERVICES, LLC	PO 14486 CLEANING SERVICES - JULY 2023	3,000.00	3,000.00
1301 - RELIANCE GRAPHICS INC	PO 14446 PRINTING - PRIMARY ELECTION BALLOTS	2,150.00	2,150.00
2041 - RILEIGHS OUTDOOR DECOR	PO 13216 HOLIDAY OUTDOOR DECOR FOR BORO	4,038.58	4,038.58
1314 - SEABOARD FIRE & SAFETY	PO 14472 FIRE EXTINGUISHER INSPECTIONS & DRY CHEM	97.00	97.00
1531 - SELEX ES INC	PO 14306 Warrantee coverage renewal	500.00	500.00
1318 - SEMCORE RENTAL CENTER II	PO 14398 EQUIPMENT RENTAL	95.70	95.70
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 14380 CONTRACT RENEWAL	23.50	23.50
1325 - SHREWSBURY AUTO PARTS	PO 14250 DRAWDOWN FROM BLANKET PO 14040 FOR TRUCK	245.91	
	PO 14397 PARTS + REPAIRS	998.62	1,244.53
1326 - SIPS PAINT & HARDWARE	PO 14242 SUPPLIES MISC	96.65	96.65
1327 - SLATTERY PEST MANAGEMENT, LLC	PO 14470 PEST TREATMENT FOR BORO HALL DPW	75.00	75.00
1588 - Spatial Data Logic, Inc.	PO 13320 Software License	2,076.00	2,076.00
2086 - SUPERIOR LAUNDRY EQUIPMENT NY, INC	PO 14068 MAYTAG DRYER	5,250.00	5,250.00
1849 - TABB INC	PO 14485 BACKGROUND CHECK - NEW EMPLOYEES	28.00	28.00
1558 - Verizon Wireless	PO 14538 FIRE WIRELESS - 08/02/09/01/23	120.15	120.15
1559 - Verizon Wireless	PO 14539 UCC/CLERK WIRELESS - 08/02-09/01/23	24.15	24.15
1388 - VERIZON WIRELESS	PO 14546 FIRE BUREAU WIRELESS - 08/02-09/01/23	28.35	
	PO 14552 POLICE WIRELESS - 07/24-08/23/23	688.41	716.76
1389 - VERIZON WIRELESS (OEM)	PO 14540 OEM WIRELESS - 08/02-09/01/23	40.01	40.01
1392 - W.B. MASON CO, INC	PO 14371 SUPPLIES	113.28	113.28
1417 - WINNER FORD, INC	PO 12211 POLICE UTILITY VEHICLES	53,662.00	53,662.00
Capital Fund			
1972 - AUTOMATED BUILDING CONTROLS	PO 14145 HVAC INSULATION - EMERGENCY AWARD	21,060.00	21,060.00
1973 - LIMA CHARLIE CONSTRUCTION, INC	PO 14550 CR29/MYRTLE AVE IMPROVEMENTS PROJECT	88,478.97	88,478.97
2040 - MECO, INC	PO 14583 2022 ROAD PROGRAM	660,868.00	660,868.00
DOG TRUST FUND			
1445 - Monmouth County SPCA	PO 14202 ANIMAL CONTROL SERVICES - MAY 2023	425.00	
	PO 14439 ANIMAL CONTROL SERVICES - JUNE 2023	425.00	850.00
OPEN SPACE TRUST			
1027 - BARCO PRODUCTS	PO 14133 INGROUND MOUNT KITS FOR GARBAGE CANS	1,416.49	1,416.49
1685 - JANITOR SUPPLY CORP	PO 13869 SUPPLIES-	468.09	468.09
2003 - POOR JOHN PORTABLE TOILETS	PO 14229 PORTA JOHNS - GATTA PARK - JUNE 2023	326.00	326.00
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 14217 SAND, DIRT, STONE, MATERIAL	370.00	
	PO 14256 SAND, DIRT, STONE, MATERIAL	199.98	
	PO 14284 SAND, DIRT, STONE, MATERIAL	522.00	
	PO 14407 SAND, DIRT, STONE, MATERIAL	300.00	
	PO 14409 SAND, DIRT, STONE, MATERIAL	300.00	1,691.98
1388 - VERIZON WIRELESS	PO 14544 BBB & OLD WHARF - 08/02-09/01/23	78.02	78.02
SUI Trust			
1331 - STATE OF NJ - DEPT OF LABOR	PO 14491 LABOR & WORKFORCE DEVELOPMENT	165.00	165.00
OFF DUTY POLICE TRUST			
2099 - THE PARK LOFT, LLC	PO 14456 OFF DUTY ESCROW REFUND	6,577.18	6,577.18

List of Bills - (All Funds)

5.2.d

Vendor	Description	Payment	Check Total
UCC Trust			
1559 - Verizon Wireless	PO 14539 UCC/CLERK WIRELESS - 08/02-09/01/23	144.77	144.77
OTHER TRUST			
1297 - CLAYTON BLOCK CO, INC	PO 14292 CONCRETE FOR ADOPT A BENCH PADS	1,431.00	1,431.00
1154 - JOANNE HUNT	PO 14440 REIMBURSEMENT - ACTION CAMP SUPPLIES	524.14	524.14
1284 - POWERHOUSE SIGNWORKS	PO 14464 BENCH PLAQUES	49.50	49.50
1970 - STARFIRE CORPORATION	PO 14573 FIREWORKS DEPOSIT	5,000.00	5,000.00
DEVELOPERS ESCROW TRUST			
1720 - CGP&H	PO 14379 ADM AGENT FOR AFFORDABLE HOUSING - 06/01	1,137.60	1,137.60
1807 - COLLIERS ENGINEERING & DESIGN	PO 14541 PB Engineering - FMBC	3,110.00	
	PO 14542 Engineering - Oport Partners LLC - PH II	131.25	
	PO 14543 Engineering - Oport Partners LLC - Phase	872.50	
	PO 14549 PB Engineering - Gill	306.25	
	PO 14557 PB Engineering - MARTELLI	87.50	
1807 - COLLIERS ENGINEERING & DESIGN	PO 14558 PB Engineering - NJCU	131.25	
	PO 14559 PB Engineering - 552 Caren Franzini Way	131.25	
	PO 14560 PB Engineering - Somerset-Pulte Lodging	4,686.25	9,456.25
	PO 14561 PB Engineering - Signal Point LLC	612.50	
	PO 14562 PB Engineering - Marina at Oceanport	2,275.00	2,887.50
1807 - COLLIERS ENGINEERING & DESIGN	PO 14567 PB Engineering - Triumphant Life Church	612.50	
	PO 14571 PB Engineering - SCIACCA	131.25	743.75
1499 - KEVIN E KENNEDY, ESQ	PO 14566 PB Legal - 196 Monmouth Blvd, LLC	180.00	
	PO 14568 PB Legal - Triumphant Life Church	75.00	
	PO 14569 PB Legal - Signal Point LLC	810.00	
	PO 14570 PB Legal - SCIACCA	105.00	1,170.00
1200 - McMANIMON*SCOTLAND*BAUMANN LLC	PO 14188 DENHOLTZ REDEVELOPMENT	215.00	
	PO 14199 DENHOLTZ REDEVELOPMENT	1,125.00	1,340.00
2103 - NICOLA MANGAN	PO 14503 DEVELOPERS ESCROW REFUND	191.45	191.45
1580 - THE TWO RIVER TIMES	PO 14405 Legal Notice -PB	7.75	7.75
TOTAL			998,374.86

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	159,561.42
01-192-08-100-003	FEES & PERMITS-OTHER			110.00	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	3,434.87			
01-201-20-120-200	MUNICIPAL CLERK OE	8,723.48			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	994.20			
01-201-20-155-200	LEGAL SERVICES OE	774.50			
01-201-21-180-200	PLANNING BOARD OE	605.00			
01-201-25-240-200	POLICE OE	4,663.81			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	122.33			
01-201-25-260-200	FIRST AID ORGANIZATION OE	1,985.75			
01-201-25-265-200	FIRE DEPARTMENT OE	120.15			
01-201-25-265-400	FIRE BUREAU OE	28.35			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	95.70			
01-201-26-300-271	REPAIRS	4,625.31			
01-201-26-300-273	SUPPLIES	4,028.60			
01-201-26-300-281	UNIFORM RENTAL	100.03			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	9,560.94			
01-201-26-310-252	REPAIRS & EQUIPMENT	707.00			
01-201-27-335-300	WATER WATCH COMMITTEE-OTHER	480.00			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	50.00			
01-201-30-430-000	FMERA ENGINEERING SERVICES	31,481.61			
01-201-31-430-201	ELECTRICITY	4,844.89			
01-201-31-430-203	TELEPHONE/INTERNET	1,397.99			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-31-430-204	WATER/SEWER	1,924.68			
01-201-31-430-207	STREET LIGHTING	309.72			
01-201-31-430-208	GASOLINE & OIL	5,590.97			
01-201-31-465-200	SANITATION DUMPING FEES	1,739.86			
01-201-43-490-200	MUNICIPAL COURT OE	675.99			
01-201-43-495-200	PUBLIC DEFENDER-OTHER EXPENSE	200.00			
01-201-45-920-200	DEBT SERVICE OE	7,575.00			
01-203-25-240-200	(2022) POLICE OE		3,948.69		
01-203-25-265-200	(2022) FIRE DEPARTMENT OE		5,000.00		
01-203-44-900-200	(2022) CAPITAL IMPROVEMENT FUND OE		53,662.00		
TOTALS FOR	Current Fund	96,840.73	62,610.69	110.00	159,561.42
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	32,750.00
02-213-40-700-011	AMERICAN RESCUE PLAN FIREFIGHTER GRANT			5,250.00	
02-213-40-700-064	AMERICAN RESCUE PLAN FUNDS			27,500.00	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	32,750.00	32,750.00
04-101-01-100-011	CAPITAL CASH - TD			0.00	770,406.97
04-215-55-474-000	MUNICIPAL COMPLEX ORD #970			21,060.00	
04-215-55-990-A00	2020 ROAD PROGRAM - ORD #1026			88,478.97	
04-215-55-993-A00	2022 ROAD PROGRAM - ORD #1053			660,868.00	
TOTALS FOR	Capital Fund	0.00	0.00	770,406.97	770,406.97
05-101-00-100-011	CASH - TD			0.00	850.00
05-270-00-500-020	RESERVE FOR EXPENDITURES			850.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	850.00	850.00
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	3,980.58
06-270-00-500-020	RESERVE FOR OPEN SPACE			3,980.58	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	3,980.58	3,980.58
14-101-01-100-101	Cash SUI Trust			0.00	165.00
14-270-55-600-155	Reserve for SUI			165.00	
TOTALS FOR	SUI Trust	0.00	0.00	165.00	165.00
17-101-01-100-101	CASH-OFF DUTY POLICE TRUST			0.00	6,577.18
17-270-55-600-165	RESERVE FOR OFF DUTY POLICE TR			6,577.18	
TOTALS FOR	OFF DUTY POLICE TRUST	0.00	0.00	6,577.18	6,577.18
18-101-01-100-101	CASH UCC TRUST			0.00	144.77
18-270-55-600	RESERVE FOR UCC TRUST			144.77	
TOTALS FOR	UCC Trust	0.00	0.00	144.77	144.77
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	7,004.64
60-270-55-600-105	RES.FOR RECREATION			524.14	
60-270-55-600-106	RES. FOR MEMORIAL BENCHES			1,480.50	
60-270-55-600-115	RES.FOR SUMMERS END			5,000.00	
TOTALS FOR	OTHER TRUST	0.00	0.00	7,004.64	7,004.64

5.2.d

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	16,934.30
61-270-55-600-205	RES.FOR DEV.ESCROW			16,934.30	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	16,934.30	16,934.30

5.2.d

Total to be paid from Fund 01 Current Fund	159,561.42
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	32,750.00
Total to be paid from Fund 04 Capital Fund	770,406.97
Total to be paid from Fund 05 DOG TRUST FUND	850.00
Total to be paid from Fund 06 OPEN SPACE TRUST	3,980.58
Total to be paid from Fund 14 SUI Trust	165.00
Total to be paid from Fund 17 OFF DUTY POLICE TRUST	6,577.18
Total to be paid from Fund 18 UCC Trust	144.77
Total to be paid from Fund 60 OTHER TRUST	7,004.64
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	16,934.30
	=====
	998,374.86

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF PUBLIC DEFENDER**

Resolution

WHEREAS, legal services are a professional service as defined in N.J.S.A. 40A:11-5(1)(a)(l) et seq.; and

WHEREAS, the Borough of Oceanport desires to appoint Kevin Moriarity as a Public Defender for the Oceanport Municipal Court; and

WHEREAS, pursuant to Oceanport Borough Code §35-8, the municipality shall award all contracts or agreements for the provision of professional services on the basis of qualification based, competitive negotiation; and

WHEREAS, §35-8(l) of the Oceanport Borough Code allows the Borough Council to waive part or all of the requirements of §35-8 by a majority vote of the full Council in the event compliance with part or all of the requirements delineated in §35-8 is impracticable; and,

WHEREAS, the Borough Council finds that it is in the best interests of the Borough that the requirements set forth in Oceanport Borough Code §35-8 be waived and Kevin Moriarity be appointed as Public Defender; and

WHEREAS, the Borough anticipates that the value of the services will not exceed \$17,500.00; and

WHEREAS, funds shall be available for the stated purpose in the 2023 municipal budget subject to adoption of the 2023 budget.

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

1. Kevin Moriarity be and is hereby appointed as a Public Defender.
2. The contract shall be open-ended pursuant to N.J.A.C. 5:34-5.2 (B) contingent upon the availability of funds in the budget year with funds to be certified and encumbered by individual purchase order for a maximum of \$17,499.00.
3. This appointment is made without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because the service is a recognized profession, licensed and regulated by the State of New Jersey, and bids are not required as per N.J.S.A. 40A:11-1, et seq.

**ROUGH OF OCEANPORT
APPROVING BRYAN WARTEL FOR OCEANPORT FIRE DEPARTMENT MEMBERSHIP**

Resolution

WHEREAS, Bryan Wartel, Long Branch, has submitted a Membership Application to the Oceanport Hook & Ladder Fire Company to join the Oceanport Fire Department; and

WHEREAS, the application has been approved and accepted by the Company membership, approved by the Fire Chief and received Police Chief designation of suitable for service,

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Oceanport that the Fire Department Membership Application of Bryan Wartel is hereby approved.

BOROUGH OF OCEANPORT



Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

POLICE DEPARTMENT

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

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

Monday, August 14, 2023

To: Francis Lippolis, Oceanport Fire Department
Donna Phelps, Oceanport Borough Administrator

Reference: Bryan Wartel., Fire Department Applicant

Please be advised that the record check of the above applicant for membership in a volunteer organization is complete. Our investigation has led to the following finding:

 X

The applicant is suitable for membership.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Faghiarone", written over a horizontal line.

Michael Faghiarone
Lieutenant of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING SALVATORE LAROSA FOR OCEANPORT FIRST AID MEMBERSHIP**

Resolution

WHEREAS, Salvatore LaRosa, Oceanport, has submitted a Membership Application to join the Oceanport Volunteer First Aid & Rescue Squad; and

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

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

BOROUGH OF OCEANPORT



Michael P. Kelly
Chief of Police
Michael S. Chenoweth
Captain

POLICE DEPARTMENT

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

732.222.6300
Main
732.222.6301 ext 1015
Records
732.222.0945
Fax

Tuesday, July 25, 2023

To: Frederick Filippone, Oceanport First Aid
Donna Phelps, Oceanport Borough Administrator

Reference: Salvatore Larosa, First Aid Applicant

Please be advised that the record check of the above applicant for membership in a volunteer organization is complete. Our investigation has led to the following finding:

☒

The applicant is suitable for membership.

☐ The applicant is **NOT** suitable for membership.

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

Sincerely,

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

Michael Chenoweth
Captain of Police

Cc: file copy

**ROUGH OF OCEANPORT
APPROVING MICHAEL J. CIAGLIA, SR FOR OCEANPORT FIRE DEPARTMENT MEMBERSHIP**

Resolution

WHEREAS, Michael J. Ciaglia, Sr., West Long Branch, has submitted a Membership Application to the Oceanport Hook & Ladder Fire Company to join the Oceanport Fire Department; and

WHEREAS, the application has been approved and accepted by the Company membership, approved by the Fire Chief and received Police Chief designation of suitable for service,

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Oceanport that the Fire Department Membership Application of Michael J. Ciaglia, Sr. is hereby approved.

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police
Michael S. Chenoweth
Captain



POLICE DEPARTMENT

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

732.222.6300
Main
732.222.6301 ext 1015
Records
732.222.0945
Fax

Tuesday, August 08, 2023

To: Francis Lippolis, Oceanport Fire Department
Donna Phelps, Oceanport Borough Administrator

Reference: Michael Ciaglia Sr., Fire Department Applicant

Please be advised that the record check of the above applicant for membership in a volunteer organization is complete. Our investigation has led to the following finding:

☒

The applicant is suitable for membership.

☐ The applicant is **NOT** suitable for membership.

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

Sincerely,

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

Michael Chenoweth
Captain of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT
REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT
SERVICES AMENDING THE 2023 MUNICIPAL BUDGET PER NJSA 40A:4-87 FOR FMERA MOU
BUILDING 555 PROJECT**

Resolution

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

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

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Oceanport hereby request the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$523,275.00 which item is now available as a revenue from the Fort Monmouth Economic Revitalization Authority Building 555 MOU Project Fund pursuant to the provisions of statute, and

BE IT FURTHER RESOLVED, that a like sum of \$523,275.00 be and the same is hereby appropriated under the caption of FMERA MOU 555 Demolition, \$523,275.00

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

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT FOR THE ASBESTOS ABATEMENT AND DEMOLITION OF FMERA
BUILDING 555 BETWEEN THE BOROUGH OF OCEANPORT AND A.B. KURRE CONTRACTING**

Resolution

WHEREAS, the Borough of Oceanport advertised for bids for the Asbestos Abatement and Demolition of FMERA Building 555 pursuant with the Memorandum of Understanding for Building 555 between the Borough and the Fort Monmouth Economic Revitalization Authority (FMERA) approved and adopted by Resolution #2023-177; and

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

WHEREAS, in response to the subject bid solicitations process, the Borough of Oceanport received six (6) bids; and

WHEREAS, the lowest responsible bid submitted by A.B. Kurre Contracting. of Freehold, New Jersey hereinafter referred to as "Contractor" was a base bid of \$235,750.00; and

WHEREAS, the Borough Engineer's recommendation is to award the base bid for a contract total in the sum of Two Hundred Thirty Five Thousand Seven Hundred Fifty Dollars and Zero cents (\$235,750.00); and

WHEREAS, the Contractor has complied with the mandatory requirements of N.J.S.A. 40A:11-23.2; and

WHEREAS, FMERA has reviewed and approved same,

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

1. That the Borough of Oceanport is hereby authorized to award the Asbestos Abatement and Demolition of FMERA Building 555 to A.B. Kurre Contracting. of Freehold, New Jersey subject to the conditions set forth herein.
2. That said Contract shall be in the total sum of Two Hundred Thirty Five Thousand Seven Hundred Fifty Dollars and Zero cents (\$235,750.00);
3. That the within award of Contract shall be contingent upon the Contractor submitting an Appropriate Performance Security, which guarantees shall be approved as to form by the Borough Attorney.
4. 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 subject to the review of said Contract by the Borough Attorney.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in the FMERA MOU 555 Account in the amount of \$235,750.00 for the stated purpose subject to State approval of Resolution #2023-_____


Catherine D. LaPorta, CFO

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



August 3, 2023

VIA EMAIL

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

Asbestos Abatement and Demolition of FMERA Building 555
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Project No. OPB-0181

Dear Mayor and Council,

On Tuesday, August 1, 2023 at 11:00 am, six (6) bids were received for the Asbestos Abatement and Demolition of FMERA Building 555. We have reviewed the bids and found them to be in order.

A comparison of the bids is as follows:

BIDDER	A.B. KURRE CONTRACTING	GREG LERTCH DEMOLITION	TWO BROTHERS CONTRACTING	FRANK GALBRAITH & SON	YANNUZZI GROUP	CARAVELLA DEMOLITION
Base Bid	\$235,750.00	\$247,500.00	\$262,800.00	\$279,625.00	\$288,000.00	\$290,000.00

Our office has worked with the lowest bidder and found their work to be acceptable. Based upon our review of the above referenced bid, it is our recommendation that the contract be awarded to **A.B. Kurre Contracting**, 974 Route 33, Freehold, NJ 07728 for the Base Bid of \$235,750.00.

Any award shall be conditioned upon the review and approval of the bid documents by the Borough Attorney, approval by FMERA and the availability of funds.

Project No. OPB-0181
August 3, 2023
Page 2 | 2



Should you have any questions or require additional clarification, please do not hesitate to contact me directly.

Sincerely,

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

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

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

WHW/dmm

cc: Jeanne Smith, RMC, Borough Clerk (with enclosure and original bids)
Andrew Bayer, Esq., Borough Attorney (via email)
Kara Kopach, FMERA Executive Director (via email)
Joseph Fallon, FMERA (via email)
Regina McGrade, FMERA (via email)

R:\Projects\M-P\Opb\OPB0181\Correspondence\OUT\230803_WHW_Smith_ROA555.docx

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

Resolution

WHEREAS, pursuant with adoption of Resolution #2022-146 the Borough of Oceanport awarded a contract to Lima Charlie Construction for the Myrtle Avenue Drainage Improvements Project for the original sum of \$964,964.00; and

WHEREAS, change orders are regulated by Local Finance Board Regulations (N.J.A.C. 5:30-14.4); and

WHEREAS, there is a need to amend the contract with Lima Charlie Construction for unanticipated utility conflicts and traffic control hours as stated in a letter from the Engineer dated August 10, 2023; and

WHEREAS, the original contract of \$964,964.00 will be increased by (\$13,826.76) to reflect the amendment; and

WHEREAS, available funds for Change Order #1 have been certified by the Chief Financial Officer from Account #04-215-55-990-A01 as indicated below; and

WHEREAS, based on the foregoing, the Borough Council has determined that it is necessary and appropriate to approve Change Order #1 for a total increase in the amount of \$13,826.76,

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

1. Change Order #1 to increase the contract between the Borough of Oceanport and Lima Charlie Construction by \$13,826.76 is hereby approved.
2. The Mayor and Borough Clerk are hereby authorized to sign the change order on behalf of the Borough.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in Account #04-215-55-990-A01 not to exceed \$13,826.76 for the above referenced contract change order.


Catherine D. LaPorta, CFO

101 Crawfords Corner Road
Suite 3400
Holmdel New Jersey 07733
Main: 732 704 5978



August 10, 2023

VIA EMAIL

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

Partial Payment No. 5, Change Order No.1
County Route 29A (Myrtle Avenue) Drainage Improvements
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Project No. OPB-0156

Dear Mayor and Council,

We are writing this letter to certify that Lima Charlie Construction, 649 Mattison Avenue, Asbury Park, NJ 07712, contractor for the above-referenced project, has completed the work as listed on the enclosed Partial Payment Certificate No. 5, Change Order No.1 and is entitled to payment in the amount of \$88,478.97. Change Order #1 increases the contract by \$13,826.76 due to a few unforeseen utility conflicts and Traffic Control Directors hours beyond the amount anticipated.

For reference, please find Partial Payment Certificate No.5, Change Order No.1 in the amount of \$88,478.97 and a copy of the payrolls and manning reports through August 9, 2023.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,

Colliers Engineering & Design, Inc.
DBA Maser Consulting

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

William H.R. White, III, P.E., P.P., C.M.E.
Oceanport Borough Engineer

WHW/rd
Enclosure

cc: Jeanne Smith, RMC, Borough Clerk (via email)
Katie LaPorta, CFO (via email)
Anthony Lucas, Lima Charlie Construction (via email)

r:\projects\m-p\opb\opb156\correspondence\out\230810_whw_smith_pp#5.docx



PARTIAL PAYMENT CERTIFICATE NO. 5
FOR WORK COMPLETED THROUGH 7/21/2023
COUNTY ROUTE 29A (MYRTLE AVENUE) DRAINAGE IMPROVEMENTS
PROJECT NO. OPB-156

ITEM NO.	DESCRIPTION (BASE BID)	QUANTITY	UNIT PRICE	CONTRACT TOTALS	AMOUNT THIS EST.	QUANTITY THIS EST.	AMOUNT PREV EST.	QUANTITY TO DATE	AMOUNT TO DATE
1	SOIL EROSION AND SEDIMENT CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ -	0.00	\$ 5,000.00	1.00 \$ 5,000.00
2	FUEL PRICE ADJUSTMENT	ALLOW	1	\$ 1,500.00	\$ 1,500.00	\$ (4,959.30)	-3.31	\$ -	-3.31 \$ (4,959.30)
3	ASPHALT PRICE ADJUSTMENT	ALLOW	1	\$ 1,500.00	\$ 1,500.00	\$ (2,466.22)	-1.64	\$ -	-1.64 \$ (2,466.22)
4	PORTABLE VARIABLE MESSAGE SIGN	UNIT	2	\$ 3,500.00	\$ 7,000.00	\$ -	0.00	\$ 7,000.00	2.00 \$ 7,000.00
5	BREAKAWAY BARRICADE	UNIT	14	\$ 1.00	\$ 14.00	\$ -	0.00	\$ 14.00	14.00 \$ 14.00
6	DRUM	UNIT	20	\$ 1.00	\$ 20.00	\$ -	0.00	\$ 20.00	20.00 \$ 20.00
7	TRAFFIC CONE	UNIT	50	\$ 1.00	\$ 50.00	\$ -	0.00	\$ 50.00	50.00 \$ 50.00
8	UNIFORMED TRAFFIC DIRECTORS	ALLOW	1	\$ 25,000.00	\$ 25,000.00	\$ 8,238.16	0.330	\$ 24,900.00	1.33 \$ 33,138.16
9	CLEARING SITE	LS	1	\$ 95,470.00	\$ 95,470.00	\$ -	0.00	\$ 95,470.00	1.00 \$ 95,470.00
10	EXCAVATION, TEST PIT	CY	90	\$ 75.00	\$ 6,750.00	\$ -	0.00	\$ 7,125.00	95.00 \$ 7,125.00
11	CONSTRUCTION SIGNS	SF	500	\$ 12.00	\$ 6,000.00	\$ -	0.00	\$ 6,000.00	500.00 \$ 6,000.00
12	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	SY	2040	\$ 3.00	\$ 6,120.00	\$ -	0.00	\$ 8,403.00	2801.00 \$ 8,403.00
13	HOT MIX ASPHALT, 19M64 BASE COURSE, 8" THICK	TON	1070	\$ 150.00	\$ 160,500.00	\$ 10,128.00	67.52	\$ 91,470.00	677.32 \$ 101,598.00
14	12" HIGH DENSITY POLYETHYLENE PIPE	LF	130	\$ 50.00	\$ 6,500.00	\$ -	0.00	\$ 6,500.00	130.00 \$ 6,500.00
15	15" REINFORCED CONCRETE PIPE	LF	1500	\$ 70.00	\$ 105,000.00	\$ -	0.00	\$ 102,900.00	1470.00 \$ 102,900.00
16	18" REINFORCED CONCRETE PIPE	LF	65	\$ 90.00	\$ 5,850.00	\$ 5,850.00	65.00	\$ -	65.00 \$ 5,850.00
17	24" REINFORCED CONCRETE PIPE	LF	130	\$ 100.00	\$ 13,000.00	\$ -	0.00	\$ 13,000.00	130.00 \$ 13,000.00
18	14" DUCTILE IRON PIPE	LF	250	\$ 150.00	\$ 37,500.00	\$ -	0.00	\$ 37,500.00	250.00 \$ 37,500.00
19	12" PVC C905 PIPE	LF	50	\$ 120.00	\$ 6,000.00	\$ 6,000.00	50.00	\$ -	50.00 \$ 6,000.00
20	RESET EXISTING CASTING	UNIT	10	\$ 350.00	\$ 3,500.00	\$ -	0.00	\$ 2,450.00	7.00 \$ 2,450.00
21	CURB PIECE, TYPE 'N-ECO'	UNIT	10	\$ 400.00	\$ 4,000.00	\$ -	0.00	\$ 2,800.00	7.00 \$ 2,800.00
22	BICYCLE SAFE GRATE	UNIT	5	\$ 400.00	\$ 2,000.00	\$ -	0.00	\$ 2,800.00	7.00 \$ 2,800.00
23	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UNIT	5	\$ 2,000.00	\$ 10,000.00	\$ -	0.00	\$ 4,000.00	2.00 \$ 4,000.00
24	INLET, TYPE "A"	UNIT	5	\$ 3,000.00	\$ 15,000.00	\$ (9,000.00)	-3.00	\$ 15,000.00	2.00 \$ 6,000.00
25	INLET, TYPE "B"	UNIT	13	\$ 7,500.00	\$ 97,500.00	\$ -	0.00	\$ 127,500.00	17.00 \$ 127,500.00
26	INLET, TYPE "B", EXTENDED	UNIT	2	\$ 9,500.00	\$ 19,000.00	\$ -	0.00	\$ -	0.00 \$ -
27	YARD INLET	UNIT	2	\$ 2,500.00	\$ 5,000.00	\$ -	0.00	\$ 5,000.00	2.00 \$ 5,000.00
28	CONCRETE HEADWALL	CY	5	\$ 1,300.00	\$ 6,500.00	\$ -	0.00	\$ 6,500.00	5.00 \$ 6,500.00
29	RIPRAP STONE SLOPE PROTECTION, 12" THICK, D50 =6"	SY	20	\$ 250.00	\$ 5,000.00	\$ -	0.00	\$ 5,000.00	20.00 \$ 5,000.00
30	CONCRETE SIDEWALK, 4" THICK	SY	1255	\$ 70.00	\$ 87,850.00	\$ -	0.00	\$ 83,328.00	1190.40 \$ 83,328.00



ITEM NO.	DESCRIPTION (BASE BID)	QUANTITY	UNIT PRICE	CONTRACT TOTALS	AMOUNT THIS EST.	QUANTITY THIS EST.	AMOUNT PREV. EST.	QUANTITY TO DATE	AMOUNT TO DATE
31	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	195	\$ 95.00	\$ 18,525.00	\$ -	0.00	\$ 26,163.00	275.40 \$ 26,163.00
32	CONCRETE SWALE, 8" THICK, IF & WHERE DIRECTED	SY	70	\$ 150.00	\$ 10,500.00	\$ -	0.00	\$ -	0.00 \$ -
33	ASPHALT DRIVEWAY, 3-1/2" THICK	SY	230	\$ 35.00	\$ 8,050.00	\$ -	0.00	\$ 8,067.50	230.50 \$ 8,067.50
34	RESET EXISTING PAVERS	SY	25	\$ 140.00	\$ 3,500.00	\$ -	0.00	\$ 2,105.60	15.04 \$ 2,105.60
35	DETECTABLE WARNING SURFACE	SY	25	\$ 250.00	\$ 6,250.00	\$ -	0.00	\$ 7,150.00	28.60 \$ 7,150.00
36	6"X8"X20" CONCRETE VERTICAL CURB	LF	465	\$ 25.00	\$ 11,625.00	\$ -	0.00	\$ 11,527.50	461.10 \$ 11,527.50
37	CONCRETE CURB AND GUTTER	LF	3620	\$ 35.00	\$ 126,700.00	\$ -	0.00	\$ 125,076.00	3573.60 \$ 125,076.00
38	TRAFFIC MARKINGS LINES, 4"	LF	2330	\$ 1.00	\$ 2,330.00	\$ -	0.00	\$ -	0.00 \$ -
39	TRAFFIC MARKINGS LINES, 6"	LF	700	\$ 1.50	\$ 1,050.00	\$ -	0.00	\$ -	0.00 \$ -
40	TRAFFIC MARKINGS LINES, 24"	LF	145	\$ 6.00	\$ 870.00	\$ -	0.00	\$ -	0.00 \$ -
41	GUIDE SIGN, TYPE GA, BREAK AWAY SUPPORT, IF & WHERE DIRECTED	SF	25	\$ 45.00	\$ 1,125.00	\$ -	0.00	\$ -	0.00 \$ -
42	TREE REMOVAL, OVER 12" TO 24" DIAMETER	UNIT	6	\$ 1,500.00	\$ 9,000.00	\$ -	0.00	\$ 13,500.00	9.00 \$ 13,500.00
43	TREE REMOVAL, OVER 36" DIAMETER	UNIT	3	\$ 2,500.00	\$ 7,500.00	\$ -	0.00	\$ 10,000.00	4.00 \$ 10,000.00
44	TOPSOILING, 5" THICK, IF & WHERE DIRECTED	SY	1535	\$ 6.00	\$ 9,210.00	\$ -	0.00	\$ 16,791.00	2798.50 \$ 16,791.00
45	FERTILIZING AND SEEDING, TYPE F, IF & WHERE DIRECTED	SY	1535	\$ 1.50	\$ 2,302.50	\$ -	0.00	\$ 4,197.75	2798.50 \$ 4,197.75
46	STRAW MULCHING, IF & WHERE DIRECTED	SY	1535	\$ 1.50	\$ 2,302.50	\$ -	0.00	\$ 4,197.75	2798.50 \$ 4,197.75
	CHANGE ORDER NO.1								
CO1	AWA 0576 - RELOCATING WATER SERVICE TO ALLOW STORM PIPES TO PASS	LS	1	\$ 2,725.80	\$ 2,725.80	\$ 2,725.80	1.00	\$ -	1.00 \$ 2,725.80
CO2	AWA 0579 - REMOVE AND REPLACE PIPE CROSSING	LS	1	\$ 6,950.79	\$ 6,950.79	\$ 6,950.79	1.00	\$ -	1.00 \$ 6,950.79
CO3	AWA 0577 - RELOCATING SEWER SERVICES	LS	1	\$ 2,881.73	\$ 2,881.73	\$ 2,881.73	1.00	\$ -	1.00 \$ 2,881.73
CO4	AWA 0541 - 80 LF 10" DIP	LS	1	\$ 3,935.70	\$ 3,935.70	\$ 3,935.70	1.00	\$ -	1.00 \$ 3,935.70
CO5	MANHOLES	UNIT	8	\$ 7,500.00	\$ 60,000.00	\$ 60,000.00	8.00	\$ -	8.00 \$ 60,000.00

CONTRACT TOTAL: \$964,964.00
REVISED CONTRACT TOTAL: \$ 978,790.76

TOTAL TO DATE: \$ 978,790.76
LESS 2% RETAINAGE: \$ 19,575.82
SUBTOTAL AMOUNT DUE: \$ 959,214.94
LESS PREVIOUS PAYMENTS: \$ 870,735.98
TOTAL AMOUNT DUE: \$ 88,478.97
PERCENTAGE COMPLETE: 100%

I hereby certify that all items, units, quantities and prices of work and material shown in this progress estimate are correct; that the work has been performed and materials supplied and completely paid for in full in accordance with the terms of the contract documents involved; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate; and that no part of the "Total Amount Due" has been received:

LIMA CHARLIE CONSTRUCTION, INC.

8/9/23
DATE:

8/10/2023

WILLIAM H. WHITE, III, PE, PP, CME, CPWM, COLLIERS ENGINEERING & DESIGN, INC.

DATE:

CHANGE ORDER NUMBER - 1

Project	County Route 29A (Myrtle Avenue) Drainage Improvements
Municipality	Borough of Oceanport
County	Mommouth
Contractor	Lima Charlie Construction

In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change

- Increased Items

Increased Items					
Item No.	Description	Quantity (+/-)		Unit Price	Amount
8	UNIFORMED TRAFFIC DIRECTORS	1	LS	\$ 8,138.16	\$ 8,138.16
10	EXCAVATION, TEST PIT	5	CY	\$ 75.00	\$ 375.00
12	DENSE GRADED AGGREGATE,				
	BASE COURSE, 6"THICK	761	SY	\$ 3.00	\$ 2,283.00
22	BICYCLE SAFE GRATE	2	UNIT	\$ 400.00	\$ 800.00
25	INLET, TYPE 'B'	4	UNIT	\$ 7,500.00	\$ 30,000.00
31	CONCRETE DRIVEWAY,				
	REINFORCED, 6" THICK	80.4	SY	\$ 95.00	\$ 7,638.00
33	ASPHALT DRIVEWAY, 3-1/2" THICK	0.5	SY	\$ 35.00	\$ 17.50
35	DETECTABLE WARNING SURFACE	3.6	SY	\$ 250.00	\$ 900.00
42	TREE REMOVAL, OVER 12" TO 24"				
	DIAMETER	3	UNIT	\$ 1,500.00	\$ 4,500.00
43	TREE REMOVAL, OVER 36"				
	DIAMETER	1	UNIT	\$ 2,500.00	\$ 2,500.00
44	TOPSOILING, 5" THICK, IF & WHERE				
	DIRECTED	1263.5	SY	\$ 6.00	\$ 7,581.00
45	FERTILIZING AND SEEDING, TYPE				
	F, IF & WHERE DIRECTED	1263.5	SY	\$ 1.50	\$ 1,895.25
46	STRAW MULCHING, IF & WHERE				
	DIRECTED	1263.5	SY	\$ 1.50	\$ 1,895.25
Total Increase					\$ 68,523.16

Decreased Items					
Item No.	Description	Quantity (+/-)		Unit Price	Amount
2	FUEL PRICE ADJUSTMENT	-1	LS	\$ 6,459.30	\$ (6,459.30)
3	ASPHALT PRICE ADJUSTMENT	-1	LS	\$ 3,966.22	\$ (3,966.22)
13	HOT MIX ASPHALT, 19M64 BASE				
	COURSE, 8" THICK	-392.68	TON	\$ 150.00	\$ (58,902.00)
15	15" REINFORCED CONCRETE PIPE	-30	LF	\$ 70.00	\$ (2,100.00)
20	RESET EXISTING CASTING	-3	UNIT	\$ 350.00	\$ (1,050.00)
21	CURB PIECE, TYPE 'N-ECO'	-3	UNIT	\$ 400.00	\$ (1,200.00)
23	RECONSTRUCTED INLET, TYPE B,				
	USING NEW CASTING	-3	UNIT	\$ 2,000.00	\$ (6,000.00)
24	INLET TYPE 'A'	-3	UNIT	\$ 3,000.00	\$ (9,000.00)
26	INLET, TYPE 'B' EXTENDED	-2	UNIT	\$ 9,500.00	\$ (19,000.00)
30	CONCRETE SIDEWALK, 4" THICK	-64.6	SY	\$ 70.00	\$ (4,522.00)
32	CONCRETE SWALE, 8" THICK, IF &				
	WHERE DIRECTED	-70	SY	\$ 150.00	\$ (10,500.00)
34	RESET EXISTING PAVERS	-9.96	SY	\$ 140.00	\$ (1,394.40)
36	6"X8"X20" CONCRETE VERTICAL				
	CURB	-3.9	LF	\$ 25.00	\$ (97.50)
38	CONCRETE CURB AND GUTTER	-46.4	LF	\$ 35.00	\$ (1,624.00)
38	TRAFFIC MARKINGS LINES, 4"	-2330	LF	\$ 1.00	\$ (2,330.00)
39	TRAFFIC MARKINGS LINES, 6"	-700	LF	\$ 1.50	\$ (1,050.00)
40	TRAFFIC MARKINGS LINES, 24"	-145	LF	\$ 6.00	\$ (870.00)

CHANGE ORDER NUMBER - 1

41	GUIDE SIGN, TYPE GA, BREAK AWAY SUPPORT, IF & WHERE DIRECTED	-25	SF	\$ 45.00	\$ (1,125.00)
Total Decrease					\$ (131,190.42)

Supplemental Items

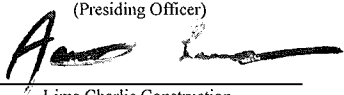
<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>		<u>Unit Price</u>	<u>Amount</u>
CO1	AWA 0576 - RELOCATING WATER SERVICE TO ALLOW STORM PIPES TO PASS	1	LS	\$ 2,725.80	\$ 2,725.80
CO2	AWA 0579 - REMOVE AND REPLACE PIPE CROSSING	1	LS	\$ 6,950.79	\$ 6,950.79
CO3	AWA 0577 - RELOCATING SEWER SERVICES	1	LS	\$ 2,881.73	\$ 2,881.73
CO4	AWA 0541 - 80 LF 10" DIP	1	LS	\$ 3,935.70	\$ 3,935.70
CO5	MANHOLES	8	UNIT	\$ 7,500.00	\$ 60,000.00
Total Supplemental Items					\$ 76,494.02

Amount of Original Contract	\$ 964,964.00
Change Order No. 1 Amount	\$ 13,826.76
Adjusted Amount Based on Change Order No. 1	\$ 978,790.76

Extra	\$ 68,523.16
Supplemental	\$ 76,494.02
Reduction	\$ -131,190.42
Total Change	\$ 13,826.76

% Change in Contract
[(+) Increase or (-) Decrease] 1.43%


Colliers Engineering & Design
(Engineer) 8/10/2023
(Date)

Borough of Oceanport
(Presiding Officer) (Date)

Lima Charlie Construction
(Contractor) 8/9/23
(Date)

Lima Charlie Construction, Inc.

649 Mattison Avenue, Suite 102
Asbury Park, NJ 07712
T: (833) 242-2427
www.limacharlieconstruction.com

Letter of Transmittal

TO: Borough of Oceanport
910 Oceanport Way
Oceanport, NJ 07757

Date: 8/9/2023

JOB: Oceanport – Myrtle Ave Improvements

ATTN:

RE: Certified Payroll

We are sending you the following: ☒ Attached ☐ Under Separate Cover

Via: ☒ 1st Class Mail ☐ Overnight ☐ Facsimile ☐ Pick-Up/Hand Deliver

Copies	Date	No.	Description
1	8/9/2023	1	Certified Payroll from 6/18/2023-8/9/2023

☐ Recipient's Copy
☐ File Copy

I, Anthony Lucas, President and CEO do hereby state:

1] That I pay or supervise the payment of the persons employed by [Lima Charlie Construction, LLC] on the (Oceanport – Myrtle Avenue Improvements) that during the payroll period commencing on (June 18,2023) and ending (August 9, 2023) all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said [Lima Charlie Construction LLC] (Contractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

2] That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

3] That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4] That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

XX---In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

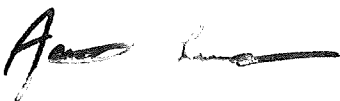
(B) WHERE FRINGE BENEFITS ARE PAID IN CASH

---Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTION (CRAFT) EXPLANATION

REMARKS

Anthony Lucas, President, and CEO



Certified Payroll Report

For the Period Ending: 06/24/23

Job: 22-3OPB- Oceanport Boro-Myrtle Ave

Oceanport, NJ

Andre F. Dos Santos

224 Edwards Ave

Long Branch, NJ 07740

XXX-XX-4557 Caucasian Male

M - 2 LABORER Reg

06/18	06/19	06/20	06/21	06/22	06/23	06/24	Total	Cash	Hrly	Gross	Total	FWH	SWH	Other	Net	
<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>	<u>Hours</u>	<u>Rate</u>	<u>Fringe</u>	<u>Fringe</u>	<u>This Job</u>	<u>Gross</u>	<u>FICA</u>	<u>SUI/SDI</u>	<u>Deducts</u>	<u>Net</u>
	8.00						8.00	51.80			414.40	672.61	13.99	10.76	75.03	518.11
											414.40		51.46	3.26		

Jorge A. Euceda

1 Lake Ave

East Brunswick, NJ 08816

XXX-XX-1377 Caucasian Male

M - 0 LABORER Reg

06/18	06/19	06/20	06/21	06/22	06/23	06/24	Total	Cash	Hrly	Gross	Total	FWH	SWH	Other	Net	
<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>	<u>Hours</u>	<u>Rate</u>	<u>Fringe</u>	<u>Fringe</u>	<u>This Job</u>	<u>Gross</u>	<u>FICA</u>	<u>SUI/SDI</u>	<u>Deducts</u>	<u>Net</u>
	8.00						8.00	48.25			386.01	420.02		6.48	49.31	330.05
											386.01		32.14	2.04		

Manuel Galo

192 Whitehead Ave

South River, NJ 08882

XXX-XX-9379 Caucasian Male

M - 0 LABORER Reg

06/18	06/19	06/20	06/21	06/22	06/23	06/24	Total	Cash	Hrly	Gross	Total	FWH	SWH	Other	Net	
<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>	<u>Hours</u>	<u>Rate</u>	<u>Fringe</u>	<u>Fringe</u>	<u>This Job</u>	<u>Gross</u>	<u>FICA</u>	<u>SUI/SDI</u>	<u>Deducts</u>	<u>Net</u>
	8.00						8.00	48.25			386.01	420.02		6.48	49.31	330.06
											386.01		32.13	2.04		

Melvin Santos Morales

32 Southside Avenue

South River, NJ 08882

XXX-XX-3845 Caucasian Male

M - 0 LABORER Reg

06/18	06/19	06/20	06/21	06/22	06/23	06/24	Total	Cash	Hrly	Gross	Total	FWH	SWH	Other	Net	
<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>	<u>Hours</u>	<u>Rate</u>	<u>Fringe</u>	<u>Fringe</u>	<u>This Job</u>	<u>Gross</u>	<u>FICA</u>	<u>SUI/SDI</u>	<u>Deducts</u>	<u>Net</u>
	8.00						8.00	48.25			386.01	420.02		6.48	49.31	330.06
											386.01		32.13	2.04		

Michael Separovich

107 Wilson Ave

Port Monmouth, NJ 07758

XXX-XX-7637 Caucasian Male

M - 3 LABORER Reg

06/18	06/19	06/20	06/21	06/22	06/23	06/24	Total	Cash	Hrly	Gross	Total	FWH	SWH	Other	Net	
<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>	<u>Hours</u>	<u>Rate</u>	<u>Fringe</u>	<u>Fringe</u>	<u>This Job</u>	<u>Gross</u>	<u>FICA</u>	<u>SUI/SDI</u>	<u>Deducts</u>	<u>Net</u>
		2.00					2.00	54.50			109.00	323.13		3.98	34.76	258.11
											109.00		24.72	1.56		

Certified Payroll Report

For the Period Ending: 07/01/23

Job: 22-3OPB- Oceanport Boro-Myrtle Ave

Oceanport, NJ

Silvio M Ferreira
65 Prentice Ave - 2nd Floor
South River, NJ 08882
XXX-XX-1878 Caucasian Male
S - 1 LABORER Reg

06/18	06/19	06/20	06/21	06/22	06/23	06/24	Total		Cash	Hrly	Gross	Total	FWH	SWH	Other	
<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>	<u>Hours</u>	<u>Rate</u>	<u>Fringe</u>	<u>Fringe</u>	<u>This Job</u>	<u>Gross</u>	<u>FICA</u>	<u>SUI/SDI</u>	<u>Deducts</u>	<u>Net</u>
	8.00						8.00	47.55			380.41	621.62	48.33	10.12	73.75	438.86
											380.41		47.55	3.01		

Totals for Oceanport Boro-Myrtle Ave

06/18/23	06/19/23	06/20/23	06/21/23	06/22/23	06/23/23	06/24/23	Total		Gross	Total		
<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Hours</u>		<u>This Job</u>	<u>Gross</u>	<u>Deductions</u>	<u>Net</u>
.00	40.00	2.00	.00	.00	.00	.00	42.00		2,061.84	2,877.42	FWH 62.32	2,205.25
											FICA 220.13	
											SWH 44.30	
											SDI 13.95	
											Other 331.47	

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:

https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa202ins.pdf

1. Name and address of Prime Contractor Lima Charlie Construction (NAME) 649 Mattison Ave, Suite 102 (ADDRESS)		2. Contractor ID Number 29461	3. F ID or SS Number 83-2893285	4. Reporting Period 6/18/2023-8/9/2023
5. Public Agency Awarding Contract Borough of Oceanport			Date of Award 7/28/2022	
6. Name and Location of Project Asbury Park Nj 07712 (CITY) (STATE) (ZIP CODE) Myrtle Ave Improv Monmouth			7. Project ID Number	

			CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL NO. OF MIN. EMP.	13. WORK HOURS		14. % OF WORK HRS		15. CUM. WORK HRS			16. CUM. % OF W/H	
8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT		A.	B.	C.	D.	E.	F.		TOTAL WORK HOURS	A. MIN. W/H	B. FEMALE W/H	A. % OF MIN. W/H	B. % OF FEMALE W/H	TOTAL WORK HOURS	A. MIN. HOURS	B. FEMALE HOURS	A. % OF MIN. W/H
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES										
Lima Charlie	100%	Laborer	J	6							42					2351	410		
			AP																
Lima Charlie	100%	Operato	J												32				
			AP																
			J																
			AP																
			J																
			AP																
			J																
			AP																

17. COMPLETED BY (PRINT OR TYPE)

Anthony Lucas



President

(NAME)

(SIGNATURE)

(TITLE)

8/9/2023

(AREA CODE)

(TELEPHONE NUMBER)

(EXT.)

(DATE)

**RESOLUTION OF THE BOROUGH OF OCEANPORT
RESCINDING RESOLUTION #2023-129 AUTHORIZING THE MAILING OF ESTIMATED 3RD QUARTER
2023 TAX BILLS**

Resolution

WHEREAS, Resolution #2023-129 provided for an estimated 3rd quarter 2023 tax billing that is no longer needed and is requested by the Tax Collector to be rescinded.

NOW, THEREFORE, BE IT RESOLVED that Resolution #2023-129 to authorize mailing of estimated 3rd quarter 2023 tax bills is hereby rescinded.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED TO BIKE NEW YORK FOR THE 2023
TWIN LIGHTS RIDE TO BE HELD OCTOBER 1, 2023 WITHIN THE BOROUGH OF OCEANPORT**

Resolution

WHEREAS, Bike New York has made application for a Special Events Permit to hold their 2023 Twin Lights Ride through town; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to Bike New York for the 2023 Twin Lights Ride to be held on October 1, 2023 in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

Michael R. Fagliarone
Lieutenant



POLICE DEPARTMENT
930 OCEANPORT WAY, OCEANPORT, NEW JERSEY 07757

732.222.6300
Main

732.222.6301 ext 3015
Records

732.222.0945
Fax

July 19, 2023

Mayor Jay Coffey
Oceanport Borough Council Members
Borough of Oceanport
910 Oceanport Way
Oceanport, N.J. 07757

Re: Special Permit Application-Twin Lights Bike Tour-Sunday, October 1, 2023

Dear Mayor Coffey,

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the Twin Lights Bike Tour sponsored by Bike New York scheduled for Sunday, October 1, 2023. The tour will ride through the Borough of Oceanport, which includes a rest area located in the parking area of the Old Warf Parking Area off East Main Street.

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

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

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

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

The event, which has incorporated Oceanport over the last 10 years, is well organized and monitors the safety of the riders with course Marshalls. The riders follow specified rules of the road and additional rules from Bike New York.

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

Sincerely,

Michael P. Kelly
Chief of Police
Oceanport Police Department

Twin Lights Ride

Sunday, October 1st, 2023

5.11.a

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



SYMBOL KEY**SIGNAGE KEY**

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

TENT KEY

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



E MAIN STREET

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
REQUESTING FEMA TO PROVIDE DATA ON REPETITIVE LOSS PROPERTIES TO THE OFFICE OF
EMERGENCY MANAGEMENT, BOROUGH OF OCEANPORT**

Resolution

WHEREAS, the Emergency Management Coordinator of the Borough of Oceanport is in need of data on repetitive loss properties located within the Borough; and

WHEREAS, the information requested will include FEMA/NFIP policyholder, claims and repetitive loss damage related to the Borough; and

WHEREAS, the stated purpose is to review policyholder, claims and repetitive loss data for properties which still may need mitigation and to determine those properties that may have been mitigated since 2012; and

WHEREAS, the Borough is seeking to offer mitigation advice to those policyholders who may be able to take simple action to improve their insurance rating, update the Borough's hazard mitigation plan and assist the Borough in applying for mitigation grants; and

WHEREAS, it is the Borough's intention to map out the request data on the properties identified for a review to assist in future hazard mitigation applications and projects and submit the necessary AW-501 on mitigated properties; and

WHEREAS, it is also the Borough's intention to share the requested information with the Monmouth County Planning Division and Forerunner Industries.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Oceanport supports the efforts of the Borough's Emergency Management Coordinator in requesting this information from FEMA; and,

BE IT FURTHER RESOLVED that a copy of this Resolution be submitted to FEMA by the Borough's Emergency Management Coordinator.

Agreement No./Title: 2023-0072

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

**THE DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT
AGENCY (DHS/FEMA)**

AND

BOROUGH OF OCEANPORT, NEW JERSEY

1. **INTRODUCTION.** The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and BOROUGH OF OCEANPORT, NEW JERSEY (hereinafter referred to as "Recipient Entity"), hereinafter collectively referred as the "Parties," voluntarily enter into this Information Sharing Access Agreement (ISAA) (alternatively "Agreement") to govern the collection, use, access, disclosure, security, and retention of the Personally Identifiable Information (PII) dataset(s) described herein.

2. **PURPOSE AND BACKGROUND.** The purpose of this Agreement is to document the safeguarding requirements for PII dataset(s) shared by FEMA with Recipient Entity to use for HM planning, develop Repetitive Loss Area Analysis, use for CRS program recertification, NFIP program compliance.
 - a. Recipient Entity is a(n) New Jersey State Agency. Recipient Entity requires access to PII dataset(s) concerning SRL/RL properties list data, all policy information and NFIP claims data information, as documented in Appendix A, to use for HM planning, to develop Repetitive Loss Area Analysis, use for CRS program recertification, NFIP program compliance.

¹ E.g. "NFIP Pivot is used to account for flood insurance policies and claims under the National Flood Insurance Program."

3. AUTHORITIES. *[Must be verified by program legal counsel]*

- a. ☐ Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Pub. L. No. 93-288 (1974), (codified at 42 U.S.C. §§ 5121-5207) (Stafford Act) ☒ National Flood Insurance Act of 1968, Pub. L. No. 90-448, Title XIII (1968) (42 U.S.C. 4001 et seq.) (NFIA) ☐ [Insert specific federal statute or executive order that authorizes the FEMA program from which information is shared] ;
- b. Privacy Act of 1974, as amended, 5 U.S.C. § 552a (Privacy Act);
- c. ☐ DHS/FEMA 008 -Disaster Recovery Assistance Files System of Records (DRA), 78 Fed. Reg. 25,282 (Apr. 30, 2013) (DRA SORN) ☒ DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP Files SORN) ☐ [Insert applicable DHS System of Records Notice, DHS/XXX, Date & Federal Register Citation] ,
- i. Routine use I,M,O,R,T .
- d. The E-Government Act of 2002, Public Law 107-347, §208; [Insert applicable DHS Privacy Impact Assessment, as appropriate] ;

4. DEFINITIONS.²

- a. BREACH (synonymous with “PRIVACY INCIDENT”): The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.
- b. INCIDENT (synonymous with IT SECURITY INCIDENT): An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
- c. PERSONALLY IDENTIFIABLE INFORMATION: means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.

5. RECIPIENT RESPONSIBILITIES. The Recipient Entity’s responsibilities under this ISAA are as follows:

- a. Maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained;
- b. Maintain the PII dataset(s) provided by FEMA to the Recipient Entity separately or in a manner in which it is easily segregable from the entity’s other information;
 - i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems separately from FEMA PII datasets for programs or services not addressed in this Agreement;

² See Handbook for Safeguarding Sensitive PII, Privacy Policy Directive 047-01-007, Revision 3, December 4, 2017.

- c. Submit a written request to FEMA for any information request pursuant to this ISAA;
- d. Each time PII is requested under this ISAA, indicate the specific purpose and use of the PII and the specific routine use under which the PII is being requested;
- e. Use the PII provided pursuant to this ISAA only for the purpose(s) identified in this ISAA and consistent with the applicable Routine Use(s);
- f. Restrict access to PII datasets provided by FEMA under this ISAA to authorized personnel and to entities under contract by the requestor (direct contractors) performing functions consistent with the purpose of this ISAA on behalf of Recipient Entity;
- g. Retain the original dataset for only so long as necessary for the purposes of this agreement, but in any case, no longer than 3 Years.
- h. Instruct all individuals with access to PII provided pursuant to this ISAA regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the applicable criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of the PII covered by this Agreement;
- i. In a timely manner, take appropriate action with regard to any request made by FEMA for access, additions, changes, deletions, or corrections of PII and in a timely manner, notify FEMA of any data errors that it discovers;
- j. The Recipient Entity shall ensure no Matching Program, as that term is defined in 5 U.S.C. § 552a(a)(8), will occur using the PII datasets shared under this agreement unless a separate Computer Matching Agreement is in place.
- k. If at any time during the term of this ISAA any part of the PII dataset provided under this Agreement, ceases to be required by Recipient Entity for purpose(s) identified in this ISAA, or upon termination of the ISAA, whichever occurs first, within fourteen (14) days thereafter, promptly notify FEMA and securely return the PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such PII in the Recipient Entity's possession or control, and certify in writing to FEMA that such tasks have been completed.

6. FEMA RESPONSIBILITIES. FEMA's responsibilities under this ISAA are as follows:

- a. Share with Recipient Entity only the PII dataset(s) documented in Appendix A to this ISAA;
- b. Transmit or allow access to the information documented in Appendix A to the Recipient Entity in password protected format via encrypted email or via a FEMA-OCIO approved secure information technology (IT) portal, interface, or transfer tool;
- c. Ensure that FEMA information provided to Recipient Entity is accurate, complete, and up-to-date as reasonably necessary;
- d. Keep a record of the date, nature, and purpose of each disclosure of PII to Recipient Entity under this ISAA, to include the written request for information.
- e. FEMA shall not take any adverse action or limit any of its Federal benefits as a result of this sharing of information.

Agreement No./Title: 2023-0072**7. THIRD PARTY ACCESS**

- a. **Ownership of PII Dataset(s).** Notwithstanding any other provision of this Agreement, the PII dataset(s) obtained by Recipient Entity from FEMA shall remain under the control of FEMA, and Recipient Entity will not further disclose PII dataset(s) provided by FEMA to outside third parties without express consent from FEMA or the individuals to whom the PII pertains.
- i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems for programs or services not addressed in this Agreement.
- b. **Open Access/Freedom of Information Requests.** The Recipient Entity shall withhold PII provided by FEMA under this agreement from any open records or Freedom of Information Act (FOIA) response to the extent allowed by law. The Recipient Entity shall provide notice of any request for and/or disclosure of PII provided by FEMA under this agreement in response to open records or FOIA requests.
- c. ☒ *[If Recipient Entity has identified a subcontractor recipient at the time of the ISAA, complete this section, otherwise delete this and the following paragraphs]*
- Consent to Third Party Access to FEMA PII:** Subject to the restrictions and limitations set forth in this ISAA, FEMA authorizes Recipient Entity to share FEMA PII with Forerunner pursuant to Contract/Purchase Order/Agreement Number [xxxxxxx] between the Recipient Entity and Forerunner dated [Date]. The data will be used to HM planning/CRS/NFIP Compliance. Forerunner may not share the information with any of its subcontractors or third-party partners. Forerunner may only use FEMA PII for the purposes outlined in Contract/Purchase Order/Agreement Number [xxxxxxx].
- d. All contractors granted access by FEMA to any FEMA PII must agree in writing with Recipient Entity to: (a) abide by the terms and conditions in this ISAA, including without limitation, provisions relating to compliance with the protection of FEMA PII and Notice of Privacy Incident; (b) restrict use of FEMA survivor/registrant PII only to the performance of services to Recipient Entity in connection with Recipient Entity's performance of its obligations under this ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately un-installed, removed, and/or destroyed all copies of FEMA survivor/registrant PII within 30 days of the contractor's performance of services to Recipient Entity.

8. PRIVACY INCIDENT PROCEDURES

- a. **Notice of Privacy Incident.** If the Recipient Entity, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to FEMA PII, the Recipient Entity shall immediately, but in no event later than twenty-four (24) hours from suspicion, discovery or notification of the suspected or confirmed Privacy Incident, notify the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.
- b. **Privacy Incident Handling.** In the event of a Privacy Incident emanating from this ISAA, FEMA will investigate the Privacy Incident pursuant to DHS standard procedures and will consult Recipient Entity to diagnose, mitigate and manage the Incident. The Recipient Entity will be responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.

- c. ☒ *[Select this clause if Entity is a State/Local/Territorial/Tribal Government Agency]*

Remediation. In the event of a Privacy Incident and/or IT Security Incident emanating from this ISAA, FEMA will investigate the Privacy Incident and/or IT Security Incident pursuant to DHS standard procedures and will consult with Recipient Entity in order to diagnose, mitigate, and manage the Privacy Incident and/or IT Security Incident. The Recipient Entity will be responsible for carrying out all reasonable and necessary measures to remedy the effects of a Privacy Incident/Breach, when its actions are responsible for the Privacy Incident/Breach, which may include:

- i. Notification to the affected individuals, the public, media, and/or other government entities;
- ii. Removing information from an Internet or Intranet page;
- iii. Training and awareness for staff on best practices to Safeguard PII;
- iv. Disciplinary or corrective action, including counseling for employees.
 - 1. NOTE: any personnel subject to corrective or disciplinary action arising out of a privacy incident must not be identified or identifiable in the Privacy Incident reporting;
- v. Revisions to policies and procedures to minimize or eliminate the use of PII when possible;
- vi. and/or Any other remediation effort(s) as agreed upon by the Parties.

- d. **Penalties.** If the Recipient Entity or one of its employee/agents willfully discloses any PII to a third party not authorized to receive it, FEMA will revoke the Recipient Entity's access to FEMA PII.

9. GENERAL TERMS.

- a. **Entire Agreement.** This ISAA constitutes the entire Agreement between the Parties with regard to information sharing. However, if this ISAA is used to supplement a contract between the Parties, to the extent there is any conflict between a term of this ISAA and a term in other acquisition documentation, the term of the underlying acquisition, including the Homeland Security Acquisition Regulations (HSAR) Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses will supersede.
- b. **Effective Date, Duration, and Termination.** This ISAA will become effective upon the signature of both Parties and will remain in effect for 3 Years, or the lifetime of the acquisition period, whichever is shorter. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance or, if applicable, for the period of time specified in the Routine Use, whichever is longer. Either party may terminate this Agreement upon written notice to the other party.
- c. **Modification.** This ISAA may be modified upon the mutual written consent of the Parties.
- d. **Counterparts.** This ISAA, when executed in any number of counterparts and by different Parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.
- e. **Severability.** Nothing in this ISAA is intended to conflict with current law, regulation or FEMA directives. If a term of this ISAA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.
- f. **No Private Right.** This ISAA is an internal Agreement between FEMA and the Recipient Entity. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.
- g. **Funding.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.
- h. **Issue Resolution.** FEMA and Recipient Entity understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both Parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues. [See Appendix B for points of contacts.]
- i. **Auditing/Reporting:** The Parties will coordinate to prepare a report/audit summarizing Recipient Entity and its contractor's (if applicable) compliance with the privacy, redress, and security requirements set forth in this Agreement, to include accounting for all disclosures of FEMA PII. FEMA shall be provided copies of Recipient Entity self-audits. As part of this responsibility, the Recipient Entity further agrees to conduct its own annual audits of compliance with the terms of this Agreement, and to provide the results of these audits to Katrina Barnes, Region 2 Floodplain Management Spec.

Agreement No./Title: 2023-0072

APPROVED BY:

DEPARTMENT OF HOMELAND SECURITY / FEDERAL EMEGENCY MANAGEMENT AGENCY

FEMA Signatory

Eric Letvin, PE, Esq., CFM

Name

Deputy Assistant Administrator

Title

Date

Mitigation

Program Name

DHS/FEMA/Resilience/FIMA

FEMA

THE RECIPIENT ENTITY:

Recipient Signatory

Mauro V. Baldanza

Name

Emergency Management Coordinator

Title

Date

Borough of Oceanport, New Jersey

Full Entity Name

Agreement No./Title: 2023-0072**Appendix A –** HS/FEMA-003 National Flood Insurance Program Files May 19, 2014 79 FR 28747& Federal Register Citation] , Routine useI,M,O,R,T . The following lists thespecific data elements in the FEMA PII dataset(s) that will be shared by FEMA with the Borough of Oceanport,NJ .The Borough of Oceanport,NJ will only receive the PII data that is necessary to meet the routine use:

Policyholder Name (Routine Uses I and N only)*

Property Address

Date of Loss

Building Characteristics

Coverages (building, contents)

Premium and fees

Claims amount paid (building, contents, ICC)

Non-PII data elements as necessary, requested, and available

*ADDITIONAL JUSTIFICATION AND VALID "NEED TO KNOW" NEEDED FOR POLICYHOLDER NAME

I - To federal, state, local, and tribal government agencies, insurance companies, and established voluntary organizations in order to determine eligibility for benefits, verify non-duplication of benefits following a flooding event or another disaster, and provide needs unmet by NFIP claims payouts within their jurisdictions and service areas.

M - To state, local, and tribal government agencies to further NFIP outreach and education activities within their jurisdiction.

O - To the Army Corps of Engineers and federal, state, local, and tribal government agencies to review NFIP policy and claims information for properties within its jurisdiction in order to assist in hazard mitigation and floodplain management activities, and in monitoring compliance with the floodplain management measures adopted by the community.

R - To federal, state, local, and tribal government agencies to conduct research, analysis, and feasibility studies of policies and claims within its jurisdiction.

T - To community officials and representatives to provide repetitive loss records of properties within that community.

Contractor Companies(2)Provided (see attached community documents)

1- Monmouth County Planning Department

2- Forerunner

Agreement No./Title: 2023-0072

Appendix B – Administrative points of contacts for this agreement (Limit of five)

- a. The FEMA point of contact is as follows:

Name: Marianne LuhrsTitle: Region 2 Flood Insurance LiaisonPhone: +1 (347) 515-4874Email Address: marianne.luhrs@fema.dhs.gov

- b. The Recipient Entity point of contact is as follows:

Name: Mauro V. BaldanzaTitle: Emergency Management CoordinatorPhone: +1 (732) 904-0520Email Address: oem@oceanportboro.com

- c. The Recipient Entity point of contact is as follows:

Name: Donna PhelpsTitle: Business AdministratorPhone: +1 (732) 222-8221Email Address: dphelps@oceanportboro.com

- d. The Recipient Entity point of contact is as follows:

Name: Carolyn EckartTitle: Technical Asst. ConstructionPhone: +1 (732) 222-0641Email Address: ceckartoceanportboro.com

- e. The Recipient Entity point of contact is as follows:

Name: William WhiteTitle: Boro EngineerPhone: +1 (732) 704-5978Email Address: william.white@collierseng.com

- f. The Recipient Entity point of contact is as follows:

Name: _____

Title: _____

Phone: _____

Email Address: _____

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AUTHORIZING APPROVAL OF A BID AWARD FOR THE BOROUGH OF OCEANPORT
HOME IMPROVEMENT PROGRAM CASE #OPRT-2201 TO FOUR STAR DEVELOPERS**

Resolution

WHEREAS, the Borough currently has a rehabilitation program titled the Home Improvement Program ("HIP") and the HIP complies with all applicable laws, including but not limited to New Jersey Council on Affordable Housing regulations (N.J.A.C. 5:97-6.2) and Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1); and

WHEREAS, the Borough has retained CGP&H, a professional affordable housing consultant, to administer the HIP; and

WHEREAS, CGP&H's Program Inspector prepared a program scope of work ("Work Scope") for a moderate-income individual who is a Borough resident and seeking to participate in the HIP (Case # OPRT-2201) and the Work Scope Bid was advertised for receipt of bids on June 28, 2023; Two (2) bids were received and opened; the lowest bid was \$27,470.00. The homeowner meets program eligibility requirements; and

WHEREAS, CGP&H's Program Inspector reviewed the bids and determined that the lowest contractor bid of \$27,470.00 was in excess of the basic program limit of \$22,000 for a single family owner occupied home and has recommended a Special Needs Waiver in the amount of \$5,000 for the remediation of code and safety violations as well as weatherization of the unit as detailed in the work scope; and

WHEREAS, CGP&H accordingly seeks to award the job in the amount of \$27,470 to the lowest contractor bid from Four Star Developers.

WHEREAS, the residence in this case needs to be brought up to code for the Borough to receive the state rehabilitation credit for Case # OPRT-2201 and the \$27,470.00 construction work, which when completed will bring the residence up to code and provide the Borough with the rehabilitation credit.

NOW, THEREFORE BE IT RESOLVED, by the Mayor & Council, that:

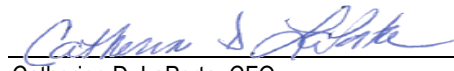
1. The Borough hereby approves the bid package via this Resolution for the reasons set forth in this Resolution and on the record.
2. The Borough hereby awards the attached bid of \$27,470.00 to Four Star Developers, 1301 Corlies Ave, Suite 3E, Neptune, NJ 07753.
3. Upon the execution of this Resolution, the HIP shall continue to process Case # OPRT-2201, including but not limited to, scheduling a construction agreement signing and loan closing, and placing a HIP lien on the residence for a ten-year forgivable loan of \$27,470.00 (contract).

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to:

- Donna M. Phelps, Municipal Housing Liaison
- Catherine D. LaPorta, Chief Financial Officer
- CGP&H, 1249 South River Road, Suite 301, Cranbury, NJ 08512

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 state herein in Account #61-270-55-600-205 for an amount not to exceed \$27,470.



Catherine D. LaPorta, CFO

Oceanport Borough Home Improvement Program

BID OPENING TABULATION / CONTRACTOR SELECTION / NOTIFICATION

6/28/2023

Case No. OPRT-2201

Frank Guida - 13 Asbury Ave., Oceanport, New Jersey 07757

Bid Opening: Date: 6/28/2023Time: 1:00 p.m.

Dean Fontenelli
 Attending Staff


 Attending Staff Signature

Bidding Contractor	Phone #	Bids Received	Work Item #s
1. Four Star Developers	732-775-7228	\$27,470.00	1-6
2. A-Plus Construction	973-628-8888	\$37,100.00	1-6

Program submitted bid proposals comments:

We/I, Frank Guida, the homeowner(s) of the property referenced above, have reviewed the bids, attached Contractor Award Checklist, and comments (if any) above and have decided to:

☒ Accept the low bid amount of \$ 27,470.00 made by Four Star Developers.

☐ Choose the bid amount of \$ _____ made by _____ with the understanding that we/I will be obligated to pay the difference of \$ _____ by certified check or money order made payable to the contractor. Check must be brought to the preconstruction conference and will be held by the Case Manager to be applied towards the contractor's first request for payment and prior to the release of any HIP monies.

☐ Other:

 Frank Guida

 date

Dean Fontenelli
Program Inspector
Cell: (609) 608-2406
Email: dfontenelli@cgph.net



CGPH

Community Grants, Planning & Housing
Good People. Great Results.

Professional Cost Estimation & Inspection Services

1249 South River Rd. Suite 301
Cranbury, N.J. 08512-3633
Office: 609-664-2769
Fax: 609-664-2786

Oceanport Borough
Home Improvement Program
910 Oceanport Way - PO Box 370
Oceanport, NJ 07757

Homeowner: Frank Guida

Property Address:

13 Asbury Ave.

Oceanport, NJ 07757

Phone:

Email:

Case#: OPRT-2201

Block: 81

Lot: 7.01

Inspection Date: 04/14/2023

Report Date: 05/04/2023

Bid Sheet

ALTERATIONS TO THIS DOCUMENT OR FAILURE TO TYPE OR PRINT BID PRICES CLEARLY MAY
RESULT IN THE REJECTION OF YOUR BID.

Item	BID ITEMS	BID PRICE
1.	WINDOW REPLACEMENT (11 COUNT):	8800.00
2.	BAY WINDOW REPLACEMENT:	4650.00
3.	KITCHEN GARDEN WINDOW REPLACE WITH CASEMENT WINDOWS (2 COUNT):	1700.00
4.	FRONT ENTRY DOOR REPLACEMENT:	1220.00
5.	HVAC DUCT REPLACEMENT:	10,200.00
6.	MISCELLANEOUS:	900.00
		TOTAL: \$27,470.00
Bid Awarded 7-19-23		
Matthew P. Hynes [Signature]		
22K Base Program Funds = 27K Total		
5K SNW Program Funds		
Homeowner to make \$470. Contribution		

THE CONTRACTOR MUST SUBMIT A COST FOR EACH LINE ITEM IN THE SCOPE OF WORK OR THE
BID WILL BE DISQUALIFIED. COSTS LISTED MUST REFLECT ANY ELIGIBLE REBATES.

Print Name & Company:

Kerry Green

NJHIC Registration #:

13U H04845612

Signature:

[Signature]

Date:

6/26/23

Phone:

732-775-7228

INCLUDE ALL INFORMATION OR BID WILL BE DISQUALIFIED

Oceanport Borough Home Improvement Program

c/o Community Grants, Planning & Housing ♦ 1249 South River Road, Suite 301 ♦ Cranbury, NJ 08512
Phone (609) 366-9010 ♦ Fax 609-664-2786

AFFIDAVIT OF CONTRACTORDate: 6/28/23

Frank Guida

13 Asbury Ave.

Oceanport, New Jersey 07757

State of New Jersey

County of MONMOUTHKERRY GREEN

certifies and says that:

Name of Signatory

1. He/She is OWNER of FOUR STAR DEVELOPERS
1301 CORLIES AVE, SUITE 3E, NEPTUNE, NJ 07753
Title Name of Firm
Address

the CONTRACTOR, and has submitted the attached bid;

2. He/She is fully informed respecting the preparation and contents of the attached and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said CONTRACTOR nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Signatory, has in any way clouded, conspired, convinced or agreed directly or indirectly, with any other contractor, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted, or to refrain from bidding in connection with such work, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other contractor, or to fix any overhead, profit or cost element of the bid price or the bid price of any other contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Borough of Oceanport or any person interested in the proposed work;
5. No members of Borough of Oceanport governing bodies, or other officers of these municipalities, or any person in the employ of these municipalities are directly or indirectly interested in the bid, or in any portion of the profits thereof;

6. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the CONTRACTOR or parties interested, including this Signatory; and
7. In submitting this bid, the CONTRACTOR understands the Basis and procedure for Award of Contract or Rejection of bid, and all bidding contractors will be notified of the results of the bidding within one (1) week of the date the homeowner makes his/her contractor selection. If awarded the contract, the undersigned agrees to execute a Construction Agreement in the prescribed form and furnish the required insurance certification and other documents within ten (10) days after award notification.
8. In submitting this bid, the CONTRACTOR acknowledges that he/she has sufficient workforce and capital to complete the work in a timely manner and fulfill all contractual obligations, taking into consideration the municipality's payment schedule.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this 28TH Day of JUNE, 2023.

FOUR STAR DEVELOPERS

(Company Name)

By: [Signature]

(Signature)

Kerry Green

(Print Name)

OWNER

(Title)

SWORN AND SUBSCRIBED before me this 28TH date of JUNE 2023.

SANDRA M. VALENTINE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 7, 2025

[Signature]
Notary Public

Seal

Commission Expires

Oceanport Borough Home Improvement Program

c/o Community Grants, Planning & Housing ♦ 1249 South River Road, Suite 301 ♦ Cranbury, NJ 08512
Phone (609) 366-9010 ♦ Fax 609-664-2786

Bid Opening Date: 6/28/2023

Case #: OPRT-2201

Frank Guida

13 Asbury Ave.

Oceanport, New Jersey 07757

General Contractor submitting this bid: FOUR STAR DEVELOPERS

- ☐ I, the General Contractor, attest that I do not have employees working for my company.
- ☐ I, the General Contractor, attest that I have employees working for my company and understand that I must provide proof of Workers Compensation Insurance.

All bidding contractors are required to disclose their subcontractors with the submission of their bid. Please provide the name, address and telephone number of your subcontractors as follows:

Electrical:

Name: _____

Address: _____

Phone: _____

Plumbing:

Name: _____

Address: _____

Phone: _____

Siding and roofing:

Name: _____

Address: _____

Phone: _____

Other (Including lead):

Name: COMFORT CENTRAL OF NJ

Address: 427 MACARTHUR DR.

BRICK, NJ 08704

Phone: (732) 604-0442

Dean Fontenelli Program Inspector Cell: (609) 608-2406 Email: dfontenelli@cgph.net		 CGPH Community Grants, Planning & Housing <i>Good People. Great Results.™</i>		1249 South River Rd. Suite 301 Cranbury, N.J. 08512-3633 Office: 609-664-2769 Fax : 609-664-2786	
Oceanport Borough Home Improvement Program 910 Oceanport Way - PO Box 370 Oceanport, NJ 07757		Professional Cost Estimation & Inspection Services Homeowner: Frank Guida Property Address: 13 Asbury Ave. Oceanport, NJ 07757		Case#: OPRT-2201	
				Block: 81	Lot: 7.01
		Inspection Date: 04/14/2023		Report Date: 05/04/2023	
		DESCRIPTION OF REPAIRS		Phone:	Email:

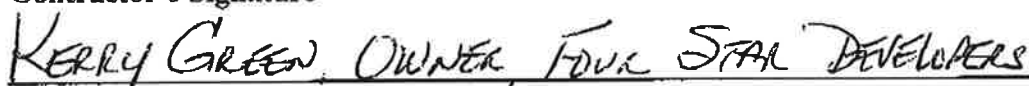
BIDDER'S PROOF OF JOB SITE VISIT

I certify that the below signed contractor, or his/her representative, did inspect my property to determine a bid for the rehabilitation work on my home in accordance with the work write-up prepared by Community Grants, Planning & Housing.


6-24-23
 Applicant's Signature Date

I, the contractor, certify that I have inspected all the work to be done on this property and agree that it is the same work as all items in the work write up prepared by Community Grants, Planning & Housing.


6/24/23
 Contractor's Signature Date


 Kerry Green, Owner, Four Star Developers
 Print Name, Title and Company



Oceanport Borough Home Improvement Program

Case #: OPRT-2201

Address: 13 Asbury Ave., Oceanport, New Jersey 07757

Bid Package Checklist

Contractors must submit the following documents in the bid package to be considered for contractor award or the program has the right to disqualify contractor's bid:

Document	Requirement	Contractor checkoff each below before submit bid	CGP&H Staff review. Findings below.
Bid Sheet	Must: print company name, be signed, include NJHIC#, submit a cost for each line item, costs be typed or printed clearly	✓	ok - mg
Affidavit of Contractor	Contractor to sign and have notarized	✓	ok - mg
Product Specifications Sheet	Fill in all lines that apply to work write-up	✓	ok - mg
List of Subcontractors	Must disclose and list all sub-contractors applicable to your bid	✓	ok - mg
Bidder's proof of Job Site Visit	Must be signed and dated by homeowner and contractor	✓	ok - mg
This Bid Package Checklist	Contractor to checkoff he/she did each of the above items	✓	ok - mg



License Information

Accurate as of June 16, 2023 1:07 PM

[Return to Search Results](#)

Documents

No Public Documents

Name: FOUR STAR DEVELOPERS LLC
Owner Name: Kerry Green
Address: 1301 Corlies Ave., Suite 3E
 Neptune, NJ 07753

Doing Business As: Four Star Developers

Profession: Home Improvement Contractors
License Type: Home Improvement Contractor
License No: 13VH04845600

License Status: Active
Issue Date: 11/20/2008

Status Change Reason: Reinstatement
Expiration Date: 3/31/2024

For Contractors needing information regarding registration contact the New Jersey Home Improvement Contractors registration section (973) 424-8150 prompt #2. For consumers requiring information concerning Contractor complaints contact the New Jersey Home Improvement Contractors complaints section (973) 424-8150 prompt #6.

Division	Department	State	Legal
Division Home	OAG Home	NJ Home	Legal Statement
Consumer Protection	Contact OAG	Services A-Z	Privacy Notice
Licensing Boards	FAQ OAG	Departments/Agencies	Accessibility
File a Complaint	OAG News	FAQs	Statement
Adoptions & Rule	Services A to Z		
Proposals	Employment		
Internship			
Opportunities			



RSS
 Sign up for New Jersey Division of Consumer Affairs RSS feeds to get the latest information. You can select any category that you are interested in, and any time the website is updated you will receive a notification.

[More information about RSS feeds.](#)

Copyright © 2017 State of New Jersey.



Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FOUR STAR DEVELOPERS	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 1301 CORLIES AVE., SUITE 3E	Requester's name and address (optional)
6 City, state, and ZIP code NEPTUNE, NJ 07753	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	8	7	1	0	4	2	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ► 12/20/19
------------------	----------------------------	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FOUR STAR DEVELOPERS LLC

Trade Name:

Address: 1301 RTE 33 STE 3E
NEPTUNE, NJ 07753

Certificate Number: 1700660

Effective Date: March 08, 2012

Date of Issuance: March 20, 2012

For Office Use Only:

20120320113608610

Oceanport Borough Home Improvement Program

Funding Limit SPECIAL NEEDS WAIVER

July 21, 2023

Case #: OPRT-2201

Frank Guida

13 Asbury Ave., Oceanport, New Jersey 07757

Household is qualified as: ☐ Low Income ☒ Moderate Income

The above unit has code or safety violations or requires weatherization rehabilitation that will result in the expenditure of rehabilitation funds in excess of the basic program limit of \$22,000.00 for a single family owner occupied house or \$18,000.00 per unit in a owner occupied multi-family or investor property. After reviewing the facts and circumstances of this case, a waiver of the program limit is granted allowing the expenditure of **\$5,000.00** for the remediation of code and safety violations and to weatherize the unit as detailed in the work write-up.

Oceanport

Dated: _____

by: _____

,

Dated: _____

Community Grants, Planning & Housing, LLC

by: _____

David Landri, Senior Housing Rehabilitation Specialist

Dated: _____

Community Grants, Planning & Housing, LLC

by: _____

Dean Fontenelli, Inspector

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT TO GRUPO BORJA FOR FACILITY USE MANAGEMENT CONSULTING**

Resolution

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

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

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

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

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

1. A contract for consulting services related to facility use management operations, technology, financial accounting and marketing through Grupo Borja is hereby authorized in the amount of \$43,875.00.
2. Grupo Borja is prohibited from making any contribution to a political or candidate committee during the term of this appointment.

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

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify that funds are available for the purpose state herein in Account #06-270-00-500-021 for an amount not to exceed \$43,875.00


Catherine D. LaPorta, CFO

PROPOSAL



July 25th, 2023

A 90 Day Program:

DELIVERABLES

Scope of Work

OPERATIONS



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

FINANCE ACCOUNTING



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



TECHNOLOGY



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

MARKETING



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

Consulting Terms:

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

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

Part I – Vendor Affirmation

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

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

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

Part 3 – Signature and Attestation:

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

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

Subscribed and sworn before me this 1st day of

August, 2023

[Signature]
 (Witnessed or attested by)

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

(Seal)

My Commission Expires 10/3/2023

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE EXECUTION OF A COMMODITY RESALE AGREEMENT
WITH THE COUNTY OF MONMOUTH**

Resolution

WHEREAS, *N.J.A.C. 5:34-7.15* authorizes local contracting units to enter into Commodity Resale Agreements for the purchase of certain commodities from other contracting units; and

WHEREAS, the County of Monmouth has authorized the renewal of the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 - MCCRS), for the period of October 1, 2023 through September 30, 2028; and

WHEREAS, it would be in the best interest of the Borough of Oceanport to remain a member of the Monmouth County Commodity Resale System for that period.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that the Mayor and Municipal Clerk be and they are hereby authorized to execute the attached Commodity Resale Agreement with the County of Monmouth.

BE IT FURTHER RESOLVED that the Municipal Clerk forward a certified copy of this resolution, along with the executed Commodity Resale Agreement to the Office of Shared Services, County of Monmouth, Hall of Records Annex, First Floor, One East Main Street, Freehold, New Jersey, 07728.

**COMMODITY RESALE AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH (the "COUNTY")
AND
THE BOROUGH OF OCEANPORT (the "LOCAL GOVERNMENT ENTITY")**

The County and the Local Government Entity enter into this agreement pursuant to the Rules governing cooperative purchasing, namely *N.J.A.C. 5:34-7.15 et seq.*

IT IS AGREED:

1. **Commodities Offered.** The County will offer the commodities listed on Exhibit A to the Local Government Entity through the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS).
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit A from time to time, upon approval by the Director of the Division of Local Government Services, if necessary, and written notice to the Local Government Entity.
3. **No Obligation by Local Government Entity.** The Local Government Entity is under no obligation to purchase any commodities offered by the County.
4. **No Obligation by County.** The County is under no obligation to provide a commodity requested by the Local Government Entity if the County is not in a position to honor the request.
5. **Total Cost Undetermined.** The total cost of the commodities to be provided under this agreement cannot be estimated in advance, but will be determined by the extent to which the Local Government Entity avails itself of the commodities available.
6. **Effective Dates.** This agreement shall be in effect for a five (5) year period from the date it is executed below until September 30, 2028.
7. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
8. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the commodities available to the Local Government Entity.
9. **Local Government Entity's Representative.** The Local Government Entity's Borough Administrator, or his/her respective designee, will act on behalf of the Local Government Entity with regard to a request for commodities from the County.
10. **Payment of Invoices.** The Local Government Entity will pay the County for commodities purchased under this agreement within thirty (30) days of the County's invoice for those commodities. If the Local Government Entity disputes a County invoice, the Local Government Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with paragraph 11 below.
11. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If

the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.

12. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
13. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Local Government Entity.
14. **Counterparts.** This agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
15. **Notices.** Any notices that are provided pursuant to this agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth County:

County of Monmouth
Address: 1 East Main Street, Freehold NJ 07728
Attn: Office of Shared Services
Email: sharedservices@co.monmouth.nj.us

To the Local Government Entity:

Borough of Oceanport
910 Oceanport Way, PO Box 370, Oceanport, NJ 07757
Attn: Jeanne Smith, Borough Clerk
jsmith@oceanportboro.com

Or to such other address or individual as any party may from time to time notify the other.

IN WITNESS WHEREOF, the parties have executed this agreement.

ATTEST:

COUNTY OF MONMOUTH

Name: TAMARA BROWN
Title: Clerk of the Board

By: _____
Name: THOMAS A. ARNONE
Title: Commissioner Director

LOCAL GOVERNMENT ENTITY

WITNESS OR ATTEST:

BOROUGH OF OCEANPORT

Name (Print): JEANNE SMITH
Title (Print): Borough Clerk

By: _____
Name: JOHN F. COFFEY, II
Title: MAYOR

EXHIBIT A

MONMOUTH COUNTY COMMODITY RESALE SYSTEM

Commodities available:

- Gasoline
- Diesel fuel
- Snow removal chemicals
- Public works materials and supplies, including road and roadway construction materials
- Such other materials as may be approved by the Director of the Division of Local Government Services

Pricing:

It is the intent that the County will recoup its actual costs, but no profit. Therefore, the cost of the commodities shall be the actual cost paid by the County for the commodities plus a modest administrative fee, as quoted by the County.

Procedure:

If the Local Government Entity is interested in purchasing a commodity through the County's Commodity Resale System, the Local Government Entity will submit a completed Request Form to the County. If the County is able to honor the request, the County will approve the request and issue a price quotation. The Local Government Entity will then decide, at its option, whether or not to complete the requested purchase, at the price(s) quoted by the County.

Revised 3/2018

**RESOLUTION OF THE BOROUGH OF OCEANPORT
GRANTING TEMPORARY PERMISSION FOR THE POSSESSION AND CONSUMPTION OF ALCOHOLIC
BEVERAGES ON OCEANPORT BOROUGH PROPERTY FOR 2023 SUMMER'S END FESTIVAL**

Resolution

WHEREAS, the New Jersey Alcoholic Beverage Control Act Title 33 provides for the regulation of alcoholic beverage within the State of New Jersey; and

WHEREAS, the Alcoholic Beverage Control Law provides for an Issuing Authority in each municipality, to issue, renew and transfer retail licenses and provide for enforcement of the alcoholic beverage law, ABC rules and regulations and local Ordinances pertaining to the control of alcoholic beverages; and

WHEREAS, the Issuing Authority in the Borough of Oceanport is the Governing Body of the municipality, which is vested with the authority to enforce the ABC rules and regulations and the local Ordinances pertaining to the control of alcoholic beverages within the Borough of Oceanport and has the authority to grant temporary permission for the possession and consumption of alcoholic beverages on Borough property; and

WHEREAS, the Borough of Oceanport has enacted Ordinances under Chapter 115, entitled "Alcoholic Beverages" dealing with the distribution and consumption of alcoholic beverage within the Borough; and

WHEREAS, the Borough is desirous for allowing the limited private possession and consumption of alcoholic beverages at the Summer's End Festival, sponsored by the Oceanport Parks and Recreation Committee, within the Borough of Oceanport; and,

WHEREAS, the Summer's End Festival will be held upon the property and lands owned by the Borough of Oceanport known as Blackberry Bay Park, and the temporary permission for possession and consumption of alcoholic beverages for this event on Borough property will be during the hours of 3:00 p.m. to 11:00 p.m. only, by those individuals who are over the age of 21 and would otherwise be lawfully allowed to consume alcohol in a public, licensed premises.

NOW THEREFORE BE IT, RESOLVED, that the Mayor and Council of the Borough of Oceanport hereby approve and give temporary permission for the possession and consumption of alcoholic beverages at the Summer's End Festival to be held on the land and property of the Borough of Oceanport known as Blackberry Bay Park on September 9, 2023 (rain date September 10, 2023), with the hours of possession and consumption within and upon the property of Blackberry Bay Park being between 3:00 p.m. and 11:00 p.m., by individuals of lawful drinking age; and

BE IT FURTHER RESOLVED, that nothing contained herein nor the issuance of this temporary permission for the possession and consumption of alcoholic beverages at Blackberry Bay Park shall in any way hinder or inhibit the Borough of Oceanport Police or other law enforcement agencies from their lawful duties in keeping peace and order, only that it shall be lawful to have open containers of alcohol in an individuals' possession for personal consumption at Blackberry Bay Park during the time period outlined within this Resolution.

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY SETTING FORTH AND AMENDING THE SALARY RANGES OF CERTAIN BOROUGH OFFICERS AND BOROUGH EMPLOYEES PASSED AND APPROVED MARCH 16, 1939 AND LAST REVISED AND APPROVED ON JULY 20, 2023

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

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Oceanport, in the County of Monmouth, State of New Jersey that the ordinance entitled "An Ordinance to Fix and Determine the Salaries of Certain Borough Officials" passed and approved on March 16, 1939, as last revised and passed on July 20, 2023 is hereby amended to provide and confirm the following official employment designations and the range of compensation of each as follows:

NOTE: All additions are shown in **bold italics with underlines**. All deletions are shown in **bold italics with strikeouts**. All other sections shall remain unchanged.

SECTION 1. Administration & Finance

Borough Administrator	\$	70,000.	-	125,000.
Deputy Borough Administrator	\$	30,000.	-	50,000.
Deputy Borough Clerk	\$	36,000.	-	50,000.

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

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

SECTION 3. Department of Public Works

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

SECTION 4. Municipal Court

Municipal Court Judge	\$	15,000.	-	23,000. <u>25,000.</u>
Court Administrator	\$	30,000.	-	85,000.
Deputy Court Administrator	\$	50.	-	125. per call
Municipal Prosecutor	\$	10,000.	-	20,000.
Public Defender	\$	100.	-	200. per defendant

SECTION 5. Recreation & Education

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

SECTION 6. Planning & Development

Planning Board Secretary	\$	10,000.	-	30,000.
--------------------------	----	---------	---	---------

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

SECTION 7. Board of Health

Registrar	\$	1,000.	-	2,500.
Deputy Registrar	\$	0.	-	750.
Secretary	\$	400.	-	1,000.

SECTION 8. Emergency Management

Emergency Management Coordinator	\$	3,000.	-	10,000.
----------------------------------	----	--------	---	---------

SECTION 9. Clerical

Administrative Assistant/Clerk	\$	30,000.	-	59,000.
Part Time Administrative Assistant	\$	15.00/hr.	-	30.00/hr.

SECTION 10. Police Department

Chief	\$	110,000.	-	175,000.
Captain	\$	120,000.	-	150,000.
Lieutenant	\$	117,000.	-	145,000.
Sergeants	\$	114,000.	-	140,000.
Detective	\$	Stipend		250./mo
Patrol XII	\$	107,000.	-	130,000.
Patrol XI	\$	99,000.	-	115,000.
Patrol X	\$	94,000.	-	110,000.
Patrol IX	\$	88,000.	-	130,000.
Patrol VIIIA	\$	97,000.	-	115,000.
Patrol VIII	\$	82,000.	-	105,000.
Patrol VII	\$	76,000.	-	95,000.
Patrol VI	\$	70,000.	-	85,000.
Patrol V	\$	64,000.	-	78,000.
Patrol IV	\$	58,000.	-	70,000.
Patrol III	\$	50,960.	-	60,000.
Patrol II	\$	46,000.	-	54,000.
Patrol I	\$	40,000.	-	50,000.
Records Clerk	\$	30,000.	-	65,000.
School Crossing Guards	\$	6,500.	-	12,000.
School Crossing Guards Daily Rate	\$	48.00	-	54.00
School Crossing Guard ½ Day Rate	\$	24.00	-	27.00
<u>Class III Special Officer</u>	\$	<u>25.00</u>	-	<u>45.00</u>
Class II Special Officer	\$	15.	-	30./hr
Class I Special Officer	\$	15.	-	30./hr

SECTION 11. Casual Labor

Casual Labor	\$	15.	-	30./hr
--------------	----	-----	---	--------

SECTION 12. Fire Prevention Bureau

Fire Official	\$	20,000.	35,000.
---------------	----	---------	---------

SECTION 13. Elected Officials

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

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

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

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

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

APPROVED ON FIRST READING

DATED: August 17, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: September 21, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor

ORDINANCE

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 279 "PARKS & RECREATION AREAS" OF THE CODE OF THE BOROUGH OF OCEANPORT

WHEREAS, the Borough continues to evaluate the Borough's parks and recreation areas in order to promote and maximize the use of all facilities; and

WHEREAS, the Borough Administrator and Recreation Coordinator along with other Borough officials have recommended various updates to the Borough's ordinance for Parks and Recreation,

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Oceanport, County of Monmouth and State of New Jersey that the following sections of Chapter 279 "Parks and Recreation Areas" be amended as follows:

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

Chapter 279 Parks and Recreation Areas

§ 279-1. Definitions.

BOROUGH — The Borough of Oceanport in the County of Monmouth.

BOROUGH-APPROVED RECREATION SPORTS ASSOCIATIONS — Those entities that have been officially recognized, by ordinance, as being charged with the responsibility of planning, promoting, organizing and operating specific recreation sports programs on behalf of the Borough, for the benefit of the Borough, its residents and, in certain instances, the residents of neighboring communities.

COUNCIL — The Borough Council of the Borough of Oceanport. **GROUP** — Four or more persons.

PARK, FIELD, COURT, PLAYGROUND, FACILITY or PARK PROPERTY —

A. Blackberry Bay Park;

B. Gatta Field;

C. Somers Park;

D. Trinity Park;

E. **Charles Park**

~~D-F.~~ **Evergreen Park**

~~E-G.~~ Old Wharf **Place Park**;

~~F-H.~~ Mike MacStudy Field;

~~G-I.~~ Community Center **Park**; and

~~H-J.~~ Any other park, reservation, playground, recreation center or any other area in the Borough owned or used by the Borough and devoted to active or passive recreation.

PERMITTEE — Any person or persons to whom a facility use permit is issued.

PERSON — Any person, firm, partnership, association, team corporation, company or organization of any kind.

RESIDENT ORGANIZATIONS — Any person, firm partnership, association, team, corporation or organization of any kind whose membership is comprised of ~~75% or more~~ **a majority** of Oceanport residents.

VEHICLE — Any wheeled conveyance, whether motor powered, animal drawn, or self-propelled. The term shall include any trailer in tow of any size, kind or description. Exception is made for baby carriages and vehicles in the service of the Borough parks.

§ 279-2. Prohibited activities.

No person in a public park, facility or recreation area shall:

- A. Willfully mark, deface, disfigure, injure, tamper with or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, pavings or paving materials, waterlines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stake posts or other boundary markers or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal;
- B. Fail to cooperate in maintaining restrooms and washrooms in a neat and sanitary condition. ~~No person over the age of six years shall use the restrooms and washrooms designated for the opposite sex;~~
- C. Dig or remove any soil, rock, sand, stones, trees, shrubs or plants or other wood or materials or make any excavation by tool, equipment, blasting or other means or agency;
- D. Construct or erect any building or structure of whatever kind, whether permanent or temporary, or run or string any public service utility into, upon or across such lands, except on special written permit issued hereunder;
- E. Damage, cut, carve, transplant or remove any tree or plant or injure the bark or pick the flowers or seeds of any tree or plant, dig in or otherwise disturb grass areas or in any other way injure the natural beauty or usefulness of any area;
- F. Climb any tree or walk or stand upon monuments, vases, planters, fountains, railings, fences or upon any other property not designated or customarily used for such purposes;
- G. Tie or hitch an animal to any tree or plant;
- H. Hunt, molest, harm, frighten, kill, trap, pursue, chase, tease, shoot or throw missiles at any animal, wildlife, reptile or bird; nor shall ~~he~~ or she remove or have in his or her possession the young of any wild animal or the eggs or nest or young of any reptile or bird. Exception to the foregoing is made in that snakes known to be deadly poisonous, or deadly reptiles, may be killed on sight;
- I. Throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream or other body of water in or adjacent to any park or any tributary stream, storm sewer or drain flowing into such water, any substance, matter or thing, liquid or solid, which will or may result in the pollution of such waters;
- J. Have brought in or shall dump in, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park, or shall be left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided; where receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.
- K. Drive any vehicle on any area except the paved park roads or parking areas, or such areas as may on occasion be specifically designated as temporary areas by the **Recreation Committee Borough**.
- L. Park a vehicle in other than an established or designated parking area, and such shall be in accordance with posted directions thereat and with the instruction of any attendant who may be present.
- M. Park, store or place a motor vehicle when the parks and/or playgrounds are not open for public use. (This section shall not apply to municipal vehicles.)
- N. Hit any type of golf ball. ~~Park, store or place a motor vehicle along the roller hockey rink located at Blackberry Bay.~~
- O. Use or possess a motorized toy, model miniature or remote control aircraft.
- P. Park, store or place any motor vehicle or other personal property when the owner of the subject vehicle/ property (or owner's agent) is not presently utilizing the subject park or playground area. This section shall not apply to municipal vehicles, nor shall it apply during periods of emergency, as proclaimed by the Mayor or any other duly appointed authority.
- Q. Carry or possess firearms of any description or air rifles, spring guns, bows and arrows, slings or any other forms of weapons potentially inimical to wildlife and dangerous to human safety or any instrument that can be loaded with and fire blank cartridges or any kind of trapping device. Shooting into park areas from beyond park boundaries is forbidden.

- R. Walk a dog in or permit a dog into the playground area of any park.
- S. Set up tents, shacks or any other temporary shelter for the purpose of overnight camping, nor shall any person leave in a park after closing hours any movable structure or special vehicle to be used or that could be used for such purpose, such as a house trailer, camp trailer, camp wagon or the like, except in those areas designated by the ~~Commission~~ Borough for those purposes.
- T. Take part in or abet the playing of any games involving thrown or otherwise propelled objects such as ~~balls~~, stones, arrows, javelins, horseshoes, quoits or model airplanes except in those areas set apart for such forms of recreation.
- U. Rollerblade, skateboard, roller skate or ride a bicycle on any tennis ~~or~~ basketball or pickleball court.
- V. Bring into or operate any boat, raft or other watercraft, whether motor-powered or not, upon any waters, except at places designated for boating. Such activity shall be in accordance with applicable regulations as are now or hereafter may be adopted.
- W. Sell, rent or lease (or advertise for same) any vehicle, vessel, boat, personal watercraft, bicycle, motorcycle or any other personal property, without first having obtained a permit from the Borough of Oceanport.
- X. Launch, dock or operate any boat of any kind on any water between the closing hour of the park at night and the opening hour of the park the following morning, or be on or remain on or in any boat during the closed hours of the park.

§ 279-3. Conduct.

While in a public park, facility or recreation area, all persons shall conduct themselves in a proper and orderly manner and, in particular, no person shall:

- A. Bring alcoholic beverages or drink the same at any time, nor be under the influence of intoxicating liquor in a park unless Council approval by resolution has been previously secured for the event;
- B. Have in his or her possession or set or otherwise cause to explode or discharge or burn any firecrackers, torpedo rockets or other fireworks, firecrackers or explosives of flammable material or discharge them or throw them into any such areas from lands or highways adjacent thereto. This prohibition includes any substance, compound, mixture or article that, in conjunction with any other substance or compound, would be dangerous from any of the foregoing standpoints. At the discretion of the Council, permits may be given for conducting properly supervised fireworks in designated park areas;
- C. Be responsible for the entry of a dog or other domestic animal into areas clearly marked by signs bearing the words "Domestic Animals Prohibited in this Area." Nothing herein shall be construed as permitting the running of dogs at large. All dogs in those areas where such animals are permitted shall be restrained at all times on adequate leashes not greater than six feet in length and shall be curbed;
- D. ~~**Occupy any seat or bench, or enter into or loiter or remain in any pavilion or any other park structure or section thereof which may be reserved and designated by the Recreation Commission for the use of the opposite sex. Exception is made for children under six years of age;**~~
- E. Build or attempt to build a fire except in such areas and under such regulations as may be designated by the Council. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other flammable material within any park or on any highways, roads or streets abutting or contiguous thereto;
- F. Enter an area posted as "Closed to the Public," nor shall any person use or abet in the use of any area in violation of posted notices;
- G. Gamble or participate in or abet any game of chance except in such areas and under such regulations as may be designated by the Council;
- H. Go onto the ice on any of the waters except such areas as are designated as skating fields, provided that a safety signal is displayed;
- I. Sleep or protractedly lounge on the seats or benches or other areas or engage in loud, boisterous, threatening, abusive, insulting or indecent language or engage in any disorderly conduct or behavior tending to breach the public peace;
- J. Fail to produce and exhibit any permit from the Borough of Oceanport he or she claims to have upon request of any authorized

person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance, rule or regulation;

- K. Disturb or interfere unreasonably with any person or party occupying any area or participating in any activity under the authority of a permit;
- L. Expose or offer for sale any article or thing, nor shall he or she station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing. Exception is here made as to any regularly licensed concessionaire acting by and under the authority and regulation of the Council;
- M. Paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatever, nor shall any person erect or cause to be erected any sign whatever on any public lands or highways or roads adjacent to a park.

§ 279-4. Hours.

- A. Except for unusual and unforeseen emergencies, parks and other outdoor facilities shall be open to the public every day of the year during the designated hours. The opening and closing hours for each individual park shall be posted therein for public information and shall be determined from time to time by resolution of the Council.
- B. Any section or part of any park may be declared closed to the public by the Borough of Oceanport at any time and for any interval of time, either temporary or at regular and stated intervals (daily or otherwise) and either entirely or merely to certain uses, as the Borough of Oceanport shall find reasonably necessary.
- C. Under normal circumstances, all municipal parks and outdoor recreational facilities shall open at 8:00 a.m. and close at dusk, with the exception of the lighted tennis courts at Blackberry Bay Park and lighted turf fields at Maria Gatta Park which shall close at 10:00 p.m.
- D. ~~The use of any indoor facilities must terminate by 11:00 p.m., unless otherwise approved by the Council.~~

§ 279-5. Dogs.

- A. Under any circumstances or at any time permit any such dog to enter into or onto any park property unless such dog is accompanied and controlled by a person of the age of seven years or over and is securely confined by an adequate leash not more than six feet in length;
- B. Under any circumstances or at any time permit any such dog to injure or damage any vegetable garden, flower garden, lawn, plant, tree, shrubbery, grounds or any other property in or on any park;
- C. Under any circumstances or at any time permit any such dog to bark, cry, whine, howl or otherwise disturb the peace or quiet within or surrounding any park property;
- D. Under any circumstances or at any time permit any such dog to harass any person or animal on park property or cause any injury to any person or other animal on park property;
- E. Under any circumstances or at any time fail to immediately remove all feces deposited in or on any park property by any such dog by any sanitary method approved by the local health authority or as otherwise established by the Borough of Oceanport.

§ 279-6. Permits for facility use.

- A. Facility use permit availability. Oceanport's recreational facilities are available for use by groups and individuals who make requests based upon availability. Applications are not required for the unreserved use of parks, fields, courts, playgrounds and other outdoor recreational facilities, except as required below. An individual or group that has reserved a particular park, field, court, playground or recreational facility and is in possession of a facility use permit will receive priority over an individual or group lacking such a permit.
- B. Facility use permits required. A facility use permit shall be required for the use of any Oceanport-owned park, field, court, recreational facility or playground for use under any of the following circumstances:
 - (1) Except as otherwise determined by resolution of the Council, when there are "organized" groups (as defined in Subsection B(4) below) of more than four participants or 50 spectators in attendance.

- (2) Any equipment is needed to be installed temporarily on the field, playground, court or facility, including, but not limited to goals, nets and lining of the field of play. No permanent installations of equipment may be made.
- (3) Any field, playground, court or facility will be used for any sport or purpose other than for which it was specifically created.
- (4) The field, playground, court or facility will be used for organized games or activities. Games and/or activities will be considered "organized" if:
 - (a) There is a referee, umpire or other official present; or
 - (b) Teams are part of a league; or
 - (c) Teams have uniforms; or
 - (d) There is a charge for any team, player or participant for participating; or
 - (e) There are trophies, medals or other prizes offered to individuals or teams; or
 - (f) Spectators are invited.
- (5) The game or event is sponsored by a business or organization.
- (6) A person or group elects to reserve a park, field, court, playground or other recreational facility for exclusive use for a specific period of time.
- (7) The field, playground, court or facility will be used for sports or other training, exercise, instruction or other activity conducted by an individual paid to provide said services.

C. Facility use permit application availability and submission dates

- (1) Applications will be accepted year-round in accordance with Subsection L, Priorities of use.
- (2) Maria Gatta Community Park fields are available from ~~February~~ **March** 1 through December 1, **subject to field maintenance and as otherwise determined by the Borough.**
- (3) All other fields are available March 15 through November 15, subject to weather and as otherwise determined by the Borough.

~~(4) Tournament requests for weekends require a commitment of both Saturday and Sunday at a minimum of 10 hours per day.~~

~~(4)(5) The Borough may accept long-term contracts with educational institutions in lieu of permit applications for use of the facilities.~~

D. Permit application content. The application for requesting use of a facility can be downloaded from the Borough of Oceanport's website or can be obtained from the Borough ~~Clerk~~ during business hours. The application should be submitted or mailed to the Borough **Clerk's Office of Oceanport**, Attn: Facility Use Request, PO Box 370, Oceanport, NJ 07757.

E. Facility use permit application standards. Standards for issuance of a facility use permit by the ~~Borough Clerk~~ **Recreation Coordinator** shall include the following findings:

- (1) That the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the park or facility;
- (2) That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
- (3) That the proposed activity or uses that are reasonably anticipated will not include violence, crime or disorderly conduct;
- (4) That the proposed activity will not entail extraordinary or burdensome expense or police operation by the Borough;
- (5) That the facilities desired have not been reserved for other use at the date and hour requested in the application;

- (6) That the applicant has not had a previous permit revoked and/or has not been found to have violated this article in connection with previous usage.

F. Insurance requirements. Proof of insurance is required with certain facility use permit applications.

- (1) Formal organizations (e.g., Boy Scouts, athletic leagues, AAU teams, travel teams, businesses, athletic camps, etc.) that wish to use municipal facilities must maintain and provide proof of adequate insurance. An original, executed certificate of insurance is required at the time of application. Informal groups, however, are free to use the facilities without insurance coverage, contingent upon the execution of an indemnification and waiver which is more particularly described below. Insurance requirements may also be waived for municipally sponsored or approved meetings or events. Determination as to whether a group is formal or informal will be made by the Recreation ~~Committee~~ Coordinator. Factors will include, but are not limited to, incorporation status, size of membership, frequency of gatherings and existing insurance.
- (2) Those permittees required to have insurance must present satisfactory evidence (an original, executed certificate of insurance) of insurance protection for participants, spectators, coaches and the public. Satisfactory evidence of insurance shall mean commercial general liability insurance, from an insurer licensed to do business in the State of New Jersey, with limits of liability in an amount not less than \$1,000,000, per occurrence and aggregate. The policy must provide coverage for the user's activity at the approved facilities, and shall state such activities on the certificate of insurance. The certificate of insurance shall name the Borough of Oceanport as an additional insured for the duration of the use of the facility(ies).

G. Indemnification and waiver.

- (1) All permittees must sign a waiver in which they agree to waive and relinquish all claims, and causes of action, of every kind which they have or may have against the Borough of Oceanport arising out of the use of the facility(ies) resulting in personal injury and/or property damage. All permittees must acknowledge that they assume all risks in connection with the use of the facility(ies).
- (2) All permittees must indemnify the Borough of Oceanport of any and all liability of loss, and against all claims or actions based upon or arising out of damage or injury (including both) to persons or property caused by or sustained in connection with the applicant's use of the facility(ies), and the defense of any such claims or actions, whether the liability, loss or damage is caused by, or arises out of negligence of the Borough of Oceanport, or any of the agents, employees or otherwise. The user must further agree to reimburse the Borough of Oceanport, its agents, employees or otherwise, for any and all expenses, attorney's fees or costs incurred in the enforcement of this waiver and indemnification.
- (3) The form of waiver and indemnification can be downloaded from the Borough of Oceanport's website or can be obtained from the Borough Clerk during regular business hours.

A.H. ~~Returnable deposit. It shall be within the discretion of the Borough Clerk to require that a user provide a returnable deposit of \$200 (check or money order made payable to "Borough of Oceanport"). This deposit will be used to cover any damage to Borough property or cleaning required due to the use of the facility. Permittees will be notified, in writing, by the Borough Clerk if any such charge will be assessed against the deposit. In certain instances, a liability bond may be required by the Borough. That determination will be made on a case-by-case basis. The Recreation Coordinator will notify the permittee in the event the Borough requires said bond.~~

H.I. Permit application procedure.

- (1) Upon receipt of application, the requested usage will be reviewed by the ~~Field~~ Recreation Coordinator for facility availability and scheduling of activity.
- (2) The applicant will be contacted to advise if approved or not approved.
- (3) If the request is approved, the applicant will also be advised of the usage fees along with payment instructions.
- (4) Upon receipt of payment in full, a permit will be issued by the ~~Borough Clerk~~ Recreation Coordinator to the applicant. Usage fees are not refundable unless deemed otherwise by the Borough.
- (5) All applications shall be reviewed under the standards set forth under Subsection E of this section.

- (6) Appeals regarding the ~~Field Recreation~~ Coordinator's ~~Borough Clerk's~~ decision for approval or disapproval, when disputed, shall be decided by the Municipal Council by way of resolution. Appeals shall be submitted to the Borough Clerk's office for Council decision. The decision of the Borough Council shall be final.

I.J. Permittee obligations and responsibilities.

- (1) A permittee shall be bound by all park rules and regulations and all applicable ordinances fully as though the same were inserted in such permits.
- (2) The person or persons to whom the permit is issued shall be liable for all loss, damage or injury sustained by any person whatever by reason of the negligence of the person or persons to whom such permit shall have been issued. The person or persons to whom the permit is issued shall be responsible for:
 - (a) Ensuring that all participants and spectators adhere to park rules and regulations;
 - (b) Ensuring that the field, court or facility is in safe condition prior to allowing players or participants to proceed and to report unsafe conditions to the ~~Field Recreation~~ Coordinator not later than one day after its use; and
 - (c) Ensuring that upon conclusion of the use, the field, court and/or facility is left in the same condition as it was found, including removal of any equipment, and cleanup and proper disposal of any litter. A User Maintenance Fee of no less than \$50.00 (fifty) to cover any damage to the field/court, equipment or costs incurred by the Borough to return the field/court to its original condition may be assessed to the permittee. The Recreation Coordinator will notify the permittee and payment is due within

K. **Permit Cancellation Policy:**

- (1) Field closures will be at the discretion of the Borough for reasons such as extreme weather (i.e. lightning, snow or excessive winds) or any other necessary reason. Renters may be given credit on their account to use for a future rental based on availability.
- (2) Reservations cancelled by permittee will not be refunded. Credits may be applied at the discretion of the Borough based on how much notice was given prior to cancellation, whether the field can be rented again, and if the field is rebooked at the time of cancellations.

J.L. Revocation of issued permit. The Borough Administrator, Borough Clerk, ~~Field Recreation~~ Coordinator and/or the Borough Council shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance or upon good cause shown. The Borough Administrator, Borough Clerk, ~~Field Recreation~~ Coordinator and/or the Borough Council may also revoke a permit which has been issued upon discovery of a material misrepresentation of fact on the application.

K.M. Priorities of use. Applications for the use of facilities will be scheduled on a first-come-first-served basis or as determined to be in the best interest of the Borough. In all instances, priority is given to Oceanport residents. When more than one application is received for the same date(s), the following order of priority shall apply:

- (1) Meetings or events directly sponsored by the Borough Council for municipal purposes, inclusive of the Borough's recreational sports programs via the Borough-approved recreational sports associations.
- (2) Meetings or events directly sponsored by municipal advisory boards and committees.
- (3) Meetings or events directly sponsored by Borough departments for municipal purposes.
- (4) Meetings or events held for the discussion of municipal issues.
- (5) Resident youth recreation activities, leagues or service organizations.
- (6) Resident adult recreation activities, leagues or service organizations.
- (7) Board of Education related activities.

- (8) Nonresident youth recreation activities, leagues or service organizations.
- (9) Nonresident adult recreation activities, leagues or service organizations.
- (10) All other uses.

§ 279-7. Fee schedule.

B.A. Other than those who qualify as exempt or partially exempt as set forth in Subsection B, all groups, organizations, teams, leagues shall be required to pay a fee to use municipal facilities as follow:

- (1) Application review fee: \$20, nonrefundable but will be credited towards any permit fees.
- (2) Facility use fee:

(a) Turf fields.

[1] Full field:

[a] Resident fee: \$175 per hour

[b] Nonresident fee: \$205 per hour

[2] Half Field:

[a] Resident fee: \$90 per hour

[b] Nonresident fee: \$115 per hour

[3] Quarter Field:

[a] Resident fee: \$45 per hour

[b] Nonresident fee: \$65 per hour

[4] No charge for recognized youth sports organizations and/or team events.

- (b) Multi-season turf field rentals (8+) will receive a 10% discount on full fee rental and must pay a 20% non-refundable deposit at time of reservation.

(c) Blackberry Bay Fields:

[1] Full Field:

[a] Resident fee: \$100

[b] Nonresident fee: \$150

[2] Half Field:

[a] Resident fee: \$65

[b] Nonresident fee: \$105

[3] Quarter Field:

[a] Resident fee: \$35 per hour

[b] Nonresident fee: \$50 per hour

- (d) All other facility uses:

[1] Resident fee: ~~\$35~~ \$100 per activity ~~(two-hour minimum increments)~~.

[2] Nonresident fee: ~~\$70~~ \$150 per activity ~~(two-hour minimum increments)~~.

(e) Sport Trainer use:

[1] Quarter Field:

[a] Resident fee: \$45 per hour

[b] Nonresident fee: \$75 per hour

[c] Sport Trainer Credentials \$200 per year

(f) Pickleball Courts

[a] Resident fee: \$25 per year

[b] Non resident fee: \$50 per year

[c] Daily rate: \$5 per hour

[d] Commercial organization/league/private event/private trainer: \$100 per hour

(g) Tennis Courts

[a] Resident fee: \$25 per year

[b] Nonresident fee: \$50 per year

[c] Daily rate: \$5 per hour

[d] Commercial organization/league/private event/private trainer: \$100 per hour

(3) Resident team rosters shall consist of a majority Oceanport residents.

(4) All other teams are to be considered nonresident teams. The determination of whether a team is a resident or nonresident team, when disputed, shall be decided by the Municipal Council and confirmed by way of resolution.

(5) Sport Trainers must make the reservation and provide a Certificate of Insurance for the dates of rentals. All sports trainers must provide a Safe Sport Certificate from the State of New Jersey.

(6) Sport Trainers will be provided with yearly credentials which must be worn at all times during use of the fields.

~~(4)~~(7) Use of the pickleball and tennis courts will require a badge to be displayed at all time. The badge will be issued by the Recreation Coordinator upon payment of yearly fee.

~~(5)~~(8) Other undefined uses and their fees shall be set and approved by resolution of the Mayor and Council.

G.B. Borough-approved recreation sports associations.

(1) Notwithstanding anything to the contrary set forth within the ordinances of the Borough of Oceanport, the Borough of Oceanport hereby recognizes the following entities as "Borough-approved recreation sports associations" and further recognizes that these entities are charged with the responsibility of planning, promoting, organizing and operating specific recreation sports programs on behalf of the Borough, for the benefit of the Borough, its residents and, in certain instances, the residents of neighboring communities:

- (a) Oceanport Soccer Association.
 - (b) Oceanport Basketball Association.
 - ~~(c) Oceanport Roller Hockey Association.~~
 - (d) Oceanport Adult Athletic Association.
 - (e) Oceanport Old Timers Softball Association (teams playing in the Two Rivers Softball League).
 - (f) Shore Youth Lacrosse Association.
 - (g) Shore Regional Little League Baseball and Softball.
- (2) Insofar as these entities operate the Borough of Oceanport's recreation sports programs with the consent and under the aegis of the Borough of Oceanport, these entities and their teams shall be exempt from all fees.

~~D.C.~~ Sports camps sponsored or operated by a Borough-approved recreation sports association shall not be required to pay a fee.

§ 279-8. Security.

Security: All applications for permits for groups of 50 people or more shall be referred to the Chief of Police for review. The Chief of Police shall have the discretion to impose any reasonable conditions related to the public health, safety and welfare on the issuance of the permit, including but not limited to the employment of police officers by the applicant/permittee during the activity for security and/or traffic/parking control.

§ 279-9. Enforcement.

- A. The **Field Recreation** Coordinator ~~and the Borough Clerk~~ and/or their designees shall, in connection with their duties imposed by law, diligently enforce the provisions of this article.
- B. The **Field Recreation** Coordinator ~~and the Borough Clerk~~ and/or their designees shall have the authority to eject from the park area any person or persons acting in violation of this article.
- C. The **Field Recreation** Coordinator ~~and the Borough Clerk~~ and/or their designees shall have the authority to seize and confiscate any property, thing or device in the park or used in violation of this article.
- D. This article shall also be enforced by the Police Department and Code Enforcement Officer of the Borough.

§ 279-10. Violations and penalties.

~~Any person who violates any provision of this article shall, upon conviction thereof, be punished by a fine not exceeding \$500 or by imprisonment in the county jail for a term not exceeding 90 days, or both.~~

Any person, firm, association or corporation violating any section of this chapter shall, upon conviction in the Municipal Court, be subject to a fine of \$500 but not more than \$5,000. Each day after the initial violation shall be considered a new and individual violation.

BE IT FURTHER ORDAINED that all ordinances or parts thereof inconsistent with the provisions of this article are hereby repealed as to such inconsistency.

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

APPROVED ON FIRST READING

DATED: August 17, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: September 21, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.**JOHN F. COFFEY, II****Mayor**