



BOROUGH OF OCEANPORT MAYOR & COUNCIL

REGULAR MEETING • AGENDA

Clement V. Sommers Municipal Building
910 Oceanport Way, Oceanport, NJ 07757

MARCH 20, 2025 at 7:00 PM

1. **Call to Order**
2. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2024 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.
3. **Mayor Tvrdik Acknowledges the Presence of the Boy Scouts Troop #58 and Request That They Lead Us in the Pledge of Allegiance**
4. **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. Where are occasions where matters are presented to the Mayor & Council for discussion and action at the same meeting when of a timely nature.
5. **Roll Call**
6. **Administrator's Report - Discussion Item: Target Enforcement Zones to Curb Speeding**
7. **Clerk's Report**
8. **Consent Agenda:** All items listed under Consent Agenda, are considered routine by the Borough Council and will be enacted by one motion in the form listed below. There will not be separate discussion of these items.. If discussion is desired, that item will be removed from the Consent Agenda by request of the Council member and considered separately. There will be one motion for all items listed.
 - 8.1. Resolution #2025-97 - Authorizing Payment of Bill List

#	Bill List
8.2.	Resolution #2025-98 - Approving Tax Exemption for Bryan Gomes
8.3.	Resolution #2025-99 - Awarding a Non-Fair and Open Contract with Intron Technology

 - 8.1. Resolution #2025-97 - Authorizing Payment of Bill List

#	Intron Proposal
8.4.	Resolution #2025-100 - Authorizing Refund for Overpayment for Block 61, Lot 13
8.5.	Resolution #2025-101 - Appointment of Zakary Jensen as Seasonal Laborer in DPW
8.6.	Resolution #2025-102 - Appointment of Salvatore Lagrotteria as Seasonal Laborer in DPW

8.7. Resolution #2025-103 - Appointment of Jared Carroll as Seasonal Laborer in DPW

8.8. Resolution #2025-104 - Authorizing Special Events Twin Lights Bike Tour

Special Event - Twin Light Bikes Approval

8.9. Resolution #2025-105 - Authorizing Special Events Beacon Events Skeleton Run

Special Events Approval - Skeleton Run

8.10. Resolution #2025-106 - Authorizing Special Events Birdsmouth Brewery Bikes and Beers

Special Events - Birdsmouth Bikes & Beers

8.11. Resolution #2025-107 - Authorizing Special Events Permit Boujee Foodie Con

Special Events - Boujee Foodie Con

8.12. Resolution #2025-108 - Authorizing Special Events Monmouth Medical Big Steps for Little Feet

Special Events - Monmouth Medical

8.13. Resolution #2025-109 - Awarding a Non-Fair and Open Contract for Cleaning Services to Pro Janitorial LLC

Pro Janitorial Cleaning Contract

8.14. Resolution 2025-110 - Authorizing an Emergency Temporary Appropriation to Extend the 2025 Temporary Budget

8.15. Resolution #2025-111 - Authorizing Amendment to Health Benefits Plan

8.16. Resolution #2025-112 - Authorizing CGP&H Contract to serve as Administrative Agent

CGP&H Administrative Agent Contract

8.17. Resolution #2025-113 - Authorizing CGP&H Contract for Affordability Assistance and Accessory Apartment Programs

CJP&H Affordability Assistance & Accessory Apartment Program Contract

8.18. Resolution #2025-114 - Authorizing CGP&H Contract for Housing Rehabilitation Program

CGP&H Housing Rehabilitation Program Contract

8.19. Resolution #2025-115 - Accepting the Resignation of Juan Carlos Merino

8.20. Resolution #2025-116 - Accepting Resignation of Milton Zarate

8.21. Resolution #2025-117 - Authorizing Exception to Chapter 267-4, Noise for the Riverwalk Development Project

Riverwalk Development Request

8.22. Resolution 2025-118 - Awarding a Solid Waste & Recyclables Contract to Suburban Disposal

Colliers Engineering - Recommendation of Award

8.23. Resolution #2025-119 - Appointing Kimberly Jungfer Part Time Deputy Borough Administrator

9. **First Reading Ordinances - NONE**

10. **Second Reading & Public Hearing Ordinances - Public Hearing Carried to April 3, 2025 Meeting**

**Ordinance #1106 - Amending Chapter 371 "Trees" Incorporating the Requirements of the DEP
Tier One Municipal Stormwater General Permit**

- 11. Council Standing Committee Reports**
 - 11.1. Councilman Deerin - Parks and Recreation
 - 11.2. Councilman Gallo - Public Works & Engineering
 - 11.3. Councilman Keeshen - Public Safety
 - 11.4. Councilman O'Brien - Finance & Administration
 - 11.5. Councilman Salnick - Health & Human Services
 - 11.6. Council President Cooper - Planning & Development
- 12. Mayor Tvrdik's Report**
- 13. Public Comments**
- 14. Adjourn to Executive Session**
 - 14.1. Resolution #2025-120 - Authorizing an Executive Session - Matters Relating to the Purchase, Lease or Acquisition of Real Property - Potential Open Space Acquisition and Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege - Affordable Housing
- 15. Return from Executive Session**
- 16. Adjournment**

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF BILL LIST
FOR MARCH 20, 2025**

**Resolution #2025-97
3/20/2025**

WHEREAS, the Governing Body has considered the payment of said bills as set forth at its public meeting of March 20, 2025.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$569,587.38.

CERTIFICATION OF FUNDS

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

Catherine D. LaPorta

CATHERINE D. LaPORTA, CFO

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-97 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

BOROUGH OF OCEANPORT

3/20/2025

PAYEE

AMOUNT

PAYROLL ACCOUNT	\$	171,015.25	PR #6
GRANT FUND	\$	35,166.29	
CAPITAL TRUST TOTAL	\$	1,083.28	
DOG REGISTRY TOTAL	\$	-	
OPEN SPACE TRUST TOTAL	\$	9,811.18	
SUI	\$	-	
UCC TRUST	\$	130.97	
TRUST OTHER TOTAL	\$	790.00	
ESCROW TRUST TOTAL	\$	5,698.50	
NON BUDGETARY	\$	5,191.92	
2024 VOUCHERS PAID THIS MEETING	\$	71,164.67	
2025 VOUCHERS PAID THIS MEETING	\$	269,535.32	
TOTAL	\$	569,587.38	

I CERTIFY THAT THE ABOVE ITEMS ARE TRUE AND CORRECT AS PRESENTED



List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
Current Fund			
1658 - AMAZON CAPITAL SERVICES, INC	PO 19123 Flash drives - Records	62.85	
	PO 19251 ADMIN SUPPLIES	36.98	
	PO 19255 Egg Scramble	67.31	167.14
1972 - AUTOMATED BUILDING CONTROLS	PO 19025 VENT DRAFT EXHAUST AWAY FROM WINDOWS BOR	889.22	
	PO 19394 SERVICE CALLS + REPAIRS	577.50	1,466.72
1751 - BOROUGH OF RUMSON	PO 19316 TRUCK PURCHASE	27,500.00	27,500.00
1987 - CINTAS CORPORATION NO 2	PO 19421 MONTHLY RUG CLEANING BOROUGH HALL + PD	282.63	282.63
1837 - COASTAL REFRIGERATION CORP	PO 19268 REPAIR HEAT AT OLD WHARF HOUSE - RUSH	997.34	997.34
1807 - COLLIERS ENGINEERING & DESIGN	PO 19445 GENERAL ENGINEERING -03/05/25	6,300.00	
	PO 19454 BLDG 550 & 551 DEMOLITION	10,451.29	
	PO 19455 FMERA STORMWATER INFRASTRUCTURE STUDY -	8,187.50	
	PO 19457 HUSKEY BROOK POND DREDGING - 03/05/25	16,527.50	
	PO 19458 ASBESTOS SURVEY & DEMO OF BLDGS - 03/05/	7,190.00	
	PO 19459 2024 ROAD PROGRAM - 03/05/2025	332.50	48,988.79
1065 - COOPER ELECTRIC SUPPLY CO	PO 18267 REPAIR POLICE DEPARTMENT GENERATOR	1,199.91	1,199.91
2308 - COUNTY OF MONMOUTH	PO 19447 CRS SHARED SERVICE AGREEMENT	3,125.00	3,125.00
2102 - DCH FORD OF EATONTOWN	PO 19273 Replace Tail Light Unit 7	1,109.98	1,109.98
1446 - DIRECT ENERGY BUSINES	PO 19439 OLD WHARF - 1/30/25-2/27/25	74.92	
	PO 19440 STREET LIGHTS - 1/30/25-2/27/25	12.46	
	PO 19441 PARKS - 1/31/25-3/2/25, 1/30/25-2/27/25	672.37	
	PO 19442 TRAFFIC LIGHTS -1/30/25-2/27/25, 1/31/25	115.52	
	PO 19463 STREET LIGHTS 21 MONMOUTH BLVD & ARNOLD	0.37	
	PO 19464 STREET LIGHTS 450 PORT AU PECK AVE- 01/0	0.46	876.10
1446 - DIRECT ENERGY BUSINES	PO 19465 STREET LIGHTS 433 MYRTLE AVE- 01/02/25-0	361.24	
	PO 19466 STREET LIGHTS IROQUOIS AVE - 01/02/25-01	63.20	
	PO 19467 STREET LIGHTS MONMOUTH BLVD - 01/02/25-0	7.29	
	PO 19468 STREET LIGHTS HORICON AVE - 01/02/25-01/	127.61	559.34
1084 - DYNAMIC TESTING SERVICE LLC	PO 19056 TESTING- 1ST QUARTER 2025	180.00	180.00
2266 - EDDIE'S PRINT SHOP	PO 18916 FRAMING	310.00	310.00
1464 - EVIDENT, INC	PO 18683 Detective Supplies	924.33	924.33
1109 - FMERA	PO 19401 RT 537 - 12/1/24-12/31/24	273.26	
	PO 19402 BLDG 977 - 12/2/24-1/2/25- POLICE	2,183.90	
	PO 19403 BLDG 900 - 12/1/24-12/31/24 - DPW	458.06	
	PO 19404 BLDG 901 - 12/2/24-1/2/25 - BORO HALL	1,300.05	
	PO 19449 BLDG 977 - 2/3/25-3/3/25- POLICE	1,777.41	
	PO 19450 BLDG 900 - 2/1/25-2/28/25- DPW	458.06	
	PO 19451 BLDG 901 - 2/3/25-3/3/25 - BORO HALL	1,145.75	
	PO 19452 RT 537 -02/01/25-02/28/25	273.26	7,869.75
1115 - GANN LAW BOOKS, INC	PO 19254 Gann Law Books Police Manual	129.00	129.00
1941 - GOTO TECHNOLOGIES USA, INC	PO 19485 MONTHLY SERVICES - 02/21/25-03/20/25	199.00	199.00
1889 - GREAT AMERICA FINANCIAL SERVICES	PO 19483 MONTHLY RENTAL	159.00	159.00
2044 - HUDSON COUNTY MOTORS, INC	PO 19386 ELEMENT SWITCH FOR #128 INT. YELLOW DUMP	66.66	66.66
1143 - I.D.M. MEDICAL SUPPLY INC	PO 19336 FAS OXYGEN - FEB 2025	412.74	412.74
1586 - IMPRINT SHOP, LLC	PO 19284 SEWING SERVICES	58.00	58.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 19373 200-00-857-007 - 1/21/25-02/18/25	5,902.66	
	PO 19400 MAIN & INTERSECTION - 1/30/25-2/27/25	38.42	
	PO 19407 HOLIDAY LIGHTING 2024-2025	3,729.60	9,670.68
1158 - JOHN'S AUTO & TRUCK REPAIR LLC	PO 19315 RIG MAINTENANCE	479.71	479.71
1672 - Kyle + McManus Associates LLC	PO 19417 PLANNER SERVICES	37.50	37.50
1814 - LEAF	PO 19371 COPIERS 3/25/25	173.06	
	PO 19372 COPIERS 3/22/25	325.50	
	PO 19410 OEM COPIER - 02/28/25	164.64	663.20
1198 - MCAA OF MONMOUTH COUNTY	PO 19405 MCAA MONMOUTH COUNTY MEMBERSHIP	45.00	
	PO 19406 MCAA MONMOUTH COUNTY MEMBERSHIP	45.00	90.00
1686 - MessageWatcher, LLC	PO 19408 Email Archiving	600.00	600.00
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 19470 FIRE DEPT GASOLINE -JAN 2025	437.46	
	PO 19471 FIRST AID GASOLINE - JAN 2025	367.85	
	PO 19472 OEM GASOLINE - JAN 2025	164.70	
	PO 19473 POLICE GASOLINE - JAN 2025	2,372.37	
	PO 19474 DPW - GASOLINE - JAN 2025	2,320.42	5,662.80

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
1538 - MONMOUTH COUNTY TREASURER	PO 19426 2025 911 SHARED SERVICE FEE	122,061.00	122,061.00
1222 - MONMOUTH COUNTY TREASURER	PO 19489 PILOT PAYMENT 4TH QTR OF 2024	5,191.92	5,191.92
1245 - NJ AMERICAN WATER CO	PO 19412 HYDRANT SERVICE -1/28/25-2/25/25	9,834.99	9,834.99
1248 - NJ LEAGUE OF MUNICIPALITIES	PO 19029 ADVERTISING - RFP	150.00	150.00
1251 - NJ NATURAL GAS CO	PO 19375 930 OCEANPORT WAY - 1/16/25-2/19/25	2,616.27	
	PO 19376 920 OCEANPORT WAY - 1/16/25-2/19/25	874.92	
	PO 19377 910 OCEANPORT WAY - 1/16/25-02/19/25	1,545.28	
	PO 19378 433 MYRTLE - 01/15/25-02/14/25	1,202.41	
	PO 19379 21 MAIN - 01/15/25-02/14/25	929.90	
	PO 19380 FAS UTILITIES - 01/15/25-2/14/25	1,048.23	
	PO 19381 315 E. MAIN - 1/15/25-2/14/25	408.16	8,625.17
1279 - PL CUSTOM BODY & EQUIPMENT INC	PO 18586 DIAGNOSTICS - 3857	150.00	150.00
1286 - PRO JANITORIAL SERVICES, LLC	PO 19469 CLEANING SERVICES - MAY 2024	3,000.00	3,000.00
1314 - SEABOARD FIRE & SAFETY	PO 19301 INSPECTIONS- OLD WHARF HOUSE	162.00	162.00
1315 - SEABOARD WELDING SUPPLY, INC.	PO 19424 MONTHLY RENTAL CYLINDER OXYGEN, ARGON	40.25	40.25
1316 - SECURITY WORLD INC	PO 19324 MONITORING AT LIBRARY 03/01/2025-02/28/2	540.00	540.00
1322 - SHORE REGIONAL BOARD OF ED	PO 19482 2025 STUDENT TRANSPORT - MAR	4,397.90	4,397.90
1326 - SIPS PAINT & HARDWARE	PO 19278 PAINT AND BUILDING SUPPLIES	172.19	
	PO 19279 PAINT AND BUILDING SUPPLIES	222.26	394.45
1412 - STRYKER FLEX FINANCIAL	PO 17107 FAS - POWER COT	26,676.39	26,676.39
1412 - STRYKER FLEX FINANCIAL	PO 17216 FAS -CHEST COMPRESSION SYSTEM	21,987.96	21,987.96
1412 - STRYKER FLEX FINANCIAL	PO 17504 POWER COT REPAIR	659.00	659.00
1412 - STRYKER FLEX FINANCIAL	PO 17930 FAS - MTS POWER LOAD REPAIR	620.00	620.00
1337 - SUBURBAN DISPOSAL	PO 19480 COLLECTION -FEB 2025	36,000.00	
	PO 19481 DISPOSAL FEE - MARCH	20,276.04	56,276.04
2258 - TARDIO PLUMBING. LLC	PO 19164 REPLACE 2 FAUCETS + REPLACE 1 FLUSHOMETE	1,575.00	1,575.00
1348 - THE HOME DEPOT	PO 19393 SUPPLIES	87.20	87.20
1580 - THE TWO RIVER TIMES	PO 19382 1105 AD#24371	15.19	15.19
2061 - UGI ENERGY SERVICES, LLC	PO 19413 DPW - 1/16/25-2/19/25	463.98	
	PO 19414 DPW - 1/15/25-2/14/25	649.09	
	PO 19415 FAS UTILITIES - 01/15/25-02/14/25	561.86	
	PO 19416 HOOK & LADDER -01/15/25-02/14/25	494.94	2,169.87
2268 - VAN WICKLE AUTO SUPPLY, INC	PO 19395 PARTS/ TOOLS	66.30	66.30
1387 - VERIZON	PO 19374 POLICE FIOS - 2/23/25-3/20/25	325.89	325.89
1388 - VERIZON WIRELESS	PO 19411 POLICE WIRELESS - 1/24/25-2/23/25	1,304.33	
	PO 19477 DPW - 02/02-03/01/25	81.35	
	PO 19479 FIRE BUREAU WIRELESS - 02/02/25-03/01/25	28.85	1,414.53
1558 - Verizon Wireless	PO 19478 FIRE WIRELESS -02/02-03/01/25	120.07	120.07
1389 - VERIZON WIRELESS (OEM)	PO 19475 OEM WIRELESS - 02/02/25-03/01/25	20.03	20.03
1392 - W.B. MASON CO, INC	PO 19282 SUPPLIES FOR FINANCE	164.23	164.23
1659 - WARSHAUER ELECTRIC	PO 19277 LIGHTING IN DPW GARAGE	547.50	547.50
Capital Fund			
1807 - COLLIERS ENGINEERING & DESIGN	PO 19460 ALLENHURST AVE BULKHEAD - 03/05/25	90.78	
	PO 19461 ALLENHURST AVE BULKHEAD - 03/05/25	707.50	
	PO 19462 OLD WHARF PARKNG LOT & DESIGN - 03/05/25	285.00	1,083.28
OPEN SPACE TRUST			
1807 - COLLIERS ENGINEERING & DESIGN	PO 19456 TRINITY PARK IMPROVEMENT PROJECT - 03/05	779.84	779.84
1153 - JERSEY CENTRAL POWER & LIGHT	PO 19484 280 PORT AU PECK - 1/31/25-2/20/25	336.02	
	PO 19486 280 PORT AU PECK - 1/31/25-3/2/25	1,117.30	1,453.32
2111 - THE BORJA GROUP	PO 19488 FACILITY USE MANAGEMENT	7,500.00	7,500.00
1388 - VERIZON WIRELESS	PO 19476 BBB & OLD WHARF - 02/02/25-03/01/25	78.02	78.02
UCC Trust			
1658 - AMAZON CAPITAL SERVICES, INC	PO 18973 SUPPLIES - BUILDING	130.97	130.97
OTHER TRUST			
2161 - SAFE LIFE DEFENSE, LLC	PO 19335 VEST PURCHASE	790.00	790.00
DEVELOPERS ESCROW TRUST			
2309 - CAROL NEALE	PO 19446 ESCROW REFUND	139.75	139.75
1720 - CGP&H	PO 19325 HOUSING REHABILITATION SERVICES - 1/31/2	300.00	

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
1807 - COLLIERS ENGINEERING & DESIGN	PO 19326 ADM AGENT FOR AFFORDABLE HOUSING - JAN 2	525.00	825.00
	PO 19428 PB Engineering - THE LOFT PARTNERSHIP	237.50	
	PO 19429 PB Engineering- TRIUMPHANT LIFE	237.50	
	PO 19430 PB Engineering- JCPL OCEANPORT WAY SUB	1,685.00	
	PO 19431 PB Engineering - SOMERSET PULTE	1,671.25	
	PO 19433 PB Engineering- 20 WINHAR PLACE, LAURIN	522.50	
	PO 19438 PB Engineering- FMBC	285.00	
	PO 19444 PB Engineering 196 MONMOUTH BLVD	95.00	4,733.75
TOTAL			398,572.13

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	345,891.91
01-192-09-000-008	SEN CIT HOUSING IN LIEU OF TAX			5,191.92	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	1,184.54			
01-201-20-120-200	MUNICIPAL CLERK OE	964.19			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	164.23			
01-201-20-165-200	BOROUGH ENGINEER OE	6,300.00			
01-201-21-181-205	PLANNER SERVICES & FEES	37.50			
01-201-25-240-200	POLICE OE	2,606.16			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	184.67			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	9,834.99			
01-201-25-260-200	FIRST AID ORGANIZATION OE	1,460.97			
01-201-25-265-200	FIRE DEPARTMENT OE	120.07			
01-201-25-265-400	FIRE BUREAU OE	28.85			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	40.25			
01-201-26-300-271	REPAIRS	66.66			
01-201-26-300-273	SUPPLIES	66.30			
01-201-26-300-281	UNIFORM	58.00			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	36,000.00			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	3,889.28			
01-201-26-310-252	REPAIRS & EQUIPMENT	5,288.56			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	67.31			
01-201-29-405-200	TRANS OF HS STUDENTS OE	4,397.90			
01-201-31-430-201	ELECTRICITY	3,456.14			
01-201-31-430-203	TELEPHONE/INTERNET	407.24			
01-201-31-430-205	NATURAL GAS	9,746.81			
01-201-31-430-207	STREET LIGHTING	7,574.86			
01-201-31-430-208	GASOLINE & OIL	5,662.80			
01-201-31-465-200	SANITATION DUMPING FEES	20,276.04			
01-201-41-726-200	DISPATCH SHARED SERVICES	122,061.00			
01-201-43-490-200	MUNICIPAL COURT OE	90.00			
01-201-44-900-904	PUBLIC WORKS VEHICLES	27,500.00			
01-203-25-240-200	(2024) POLICE OE		924.33		
01-203-25-260-200	(2024) FIRST AID ORGANIZATION OE		1,908.71		
01-203-26-310-200	(2024) PUBLIC BUILDINGS & GROUNDS OE		3,000.00		
01-203-26-310-252	(2024) REPAIRS & EQUIPMENT		1,199.91		
01-203-31-430-201	(2024) ELECTRICITY		3,942.01		
01-203-31-430-207	(2024) STREET LIGHTING		4,002.86		
01-203-41-717-200	(2024) FMERA MOU MAIN POST		7,190.00		
01-203-41-787-201	(2024) ARPA FUNDING		26,676.39		
01-203-44-900-903	(2024) PUBLIC SAFETY VEHICLES		21,987.96		
01-203-44-900-910	(2024) BOROUGH ROADS		332.50		
TOTALS FOR	Current Fund	269,535.32	71,164.67	5,191.92	345,891.91

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	35,166.29
02-213-40-700-069	FMERA MOU-550 & 551			10,451.29	
02-213-40-700-071	FMERA - STORMWATER INFRASTRUCTURE STUDY			8,187.50	
02-213-40-700-072	HUSKEY BROOK POND DREDGING			16,527.50	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	35,166.29	35,166.29
04-101-01-100-011	CAPITAL CASH - TD			0.00	1,083.28
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA			798.28	
04-215-55-993-A00	2022 ROAD PROGRAM - ORD #1053			285.00	
TOTALS FOR	Capital Fund	0.00	0.00	1,083.28	1,083.28
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	9,811.18
06-270-00-500-020	RESERVE FOR OPEN SPACE			9,811.18	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	9,811.18	9,811.18
18-101-01-100-101	CASH UCC TRUST			0.00	130.97
18-270-55-600	RESERVE FOR UCC TRUST			130.97	
TOTALS FOR	UCC Trust	0.00	0.00	130.97	130.97
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	790.00
60-270-55-600-176	RES FOR EMER POLICE SERVICES DONATIONS			790.00	
TOTALS FOR	OTHER TRUST	0.00	0.00	790.00	790.00
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	5,698.50
61-270-55-600-205	RES.FOR DEV.ESCROW			5,698.50	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	5,698.50	5,698.50
Total to be paid from Fund 01 Current Fund 345,891.91					
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS 35,166.29					
Total to be paid from Fund 04 Capital Fund 1,083.28					
Total to be paid from Fund 06 OPEN SPACE TRUST 9,811.18					
Total to be paid from Fund 18 UCC Trust 130.97					
Total to be paid from Fund 60 OTHER TRUST 790.00					
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST 5,698.50					
398,572.13					

Pending Payments (*Not Finalized*)

All Funds

Month of March

From 01/01/2025 to 03/31/2025 With a Line Amount > 10000.00

Date	ENTRY	ACCOUNT	PO	Check #	VENDOR/DESCRIPTION	DEBIT	CREDIT	CR ACCOUNT
03/11/2025	61752	01-201-44-900-904	19316		2002 INTERNATIONAL 4900	27,500.00		
03/11/2025	19316		19316		BOROUGH OF RUMSON		27,500.00	01-101-01-000-011
03/11/2025	51937	01-203-44-900-903	17216		LUCAS CHEST COMPRESSION SYSTEM	17,212.90		
03/11/2025	51938	01-203-44-900-903	17216		DESK TOP BATTERY CHARGER	1,244.00		
03/11/2025	51939	01-203-44-900-903	17216		EXTENDED POWER SUPPLY	393.60		
03/11/2025	51940	01-203-44-900-903	17216		HARD SHELL CASE	2,922.30		
03/11/2025	51941	01-203-44-900-903	17216		SHIPPING	215.16		
03/11/2025	17216		17216		STRYKER MEDICAL SALES CORP		21,987.96	01-101-01-000-011
03/11/2025	50841	01-203-41-787-201	17107		POWER COT	31,285.32		
03/11/2025	50842	01-203-41-787-201	17107		TRADE IN	(5,000.00)		
03/11/2025	51438	01-203-41-787-201	17107		SHIPPING	391.07		
03/11/2025	17107		17107		STRYKER MEDICAL SALES CORP		26,676.39	01-101-01-000-011
03/13/2025	62006	01-201-41-726-202	19426		911 SHARED SERVICE FEE	122,061.00		
03/13/2025	19426		19426		MONMOUTH COUNTY RECLAMATION CENTER		122,061.00	01-101-01-000-011
03/13/2025	62079	01-201-31-465-201	19481		DISPOSAL	14,301.58		
03/13/2025	62080	01-201-31-465-201	19481		RECYCLING ENHANCEMENT ACT	489.78		
03/13/2025	62081	01-201-31-465-201	19481		RECYCLING FEE	5,101.40		
03/13/2025	62082	01-201-31-465-201	19481		ROLL-OFF CONTAINER	250.00		
03/13/2025	62083	01-201-31-465-201	19481		DISPOSAL FEE	133.28		
03/13/2025	19481		19481		SUBURBAN DISPOSAL		20,276.04	01-101-01-000-011
03/13/2025	62084	01-201-26-305-201	19480		COLLECTION & RECYCLING	36,000.00		
03/13/2025	19480		19480		SUBURBAN DISPOSAL		36,000.00	01-101-01-000-011
03/13/2025	62170	02-213-40-700-072	19457		STUDY TO DREDGE HUSKY BROOK POND	16,527.50		
03/13/2025	19457		19457		COLLIERS ENGINEERING & DESIGN		16,527.50	02-160-05-000-001
03/13/2025	62173	02-213-40-700-069	19454		BLDG 550 & 551 DEMO	10,451.29		

Pending Payments (*Not Finalized*)

All Funds

Month of March

From 01/01/2025 to 03/31/2025 With a Line Amount > 10000.00

Date	ENTRY	ACCOUNT	PO	Check #	VENDOR/DESCRIPTION	DEBIT	CREDIT	CR ACCOUNT
03/13/2025	19454		19454		COLLIERS ENGINEERING & DESIGN		10,451.29	02-160-05-000-001
						281,480.18	281,480.18	

March Totals

Totals by Account for March

ACCOUNT	ACCOUNT TITLE	LY BUDGET	CY BUDGET	NON BUDGET	PENDING CR
01-101-01-000-011	CASH OPERATING				254,501.39
02-160-05-000-001	DUE TO/FROM CURRENT FUND				26,978.79
01-201-26-305-201	SANITATION-TRASH REMOVAL		36,000.00		
01-201-31-465-201	SANITATION DUMPING FEES		20,276.04		
01-201-41-726-202	DISPATCH SHARED SERVICES OE		122,061.00		
01-201-44-900-904	PUBLIC WORKS VEHICLES		27,500.00		
01-203-41-787-201	(2024) ARPA FUNDING	26,676.39			
01-203-44-900-903	(2024) PUBLIC SAFETY VEHICLES	21,987.96			
02-213-40-700-069	FMERA MOU-550 & 551			10,451.29	
02-213-40-700-072	HUSKEY BROOK POND DREDGING			16,527.50	
Totals		48,664.35	205,837.04	26,978.79	281,480.18

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING TAX EXEMPTION FOR BRYAN GOMES**

**Resolution #2025-98
03-20-25**

WHEREAS, the owner for Block 61 Lot 13 has filed an application for exemption on taxes due to a total and permanent veteran disability, and

WHEREAS, the owner is entitled to the exemption as a result of the total and permanent veteran disability per NJSA 54:4-3.30, and

WHEREAS, the Tax Assessor has approved said application for the property where the applicant lives effective March 1, 2025 and every year the applicant is qualified,

NOW, THEREFORE, BE IT RESOLVED, the Tax Collector for the Borough of Oceanport recommends that the taxes on Block 61 Lot 13, otherwise known as 38 Morris Place, effective March 1, 2025, currently owned by Bryan Gomes be canceled and therefore exempt for the duration of ownership and as long as the applicant meets all qualifications for said exemption.

Dated: March 2025

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-98 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A NON-FAIR AND OPEN CONTRACT FOR IT MANAGEMENT SERVICES AND PHONE &
DATA TECHNOLOGY SERVICES BETWEEN INTRON TECHNOLOGY AND THE BOROUGH OF
OCEANPORT**

**Resolution #2025-99
3-20-25**

WHEREAS, the Borough of Oceanport desires to retain information technology services by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and,

WHEREAS, this contract constitutes a provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software and therefore, may be awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5(dd), et seq.; and

WHEREAS, Intron Technology presently provides the Borough's monthly managed IT services, VoIP Phone Services, network and computer licensing and has submitted proposals to continue providing monthly managed services that includes the provision of phone and data services, system/data backup and recovery services; and

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

WHEREAS, Intron Technologies has completed and submitted a Business Entity Disclosure Certification and Political Contribution Disclosure Form which certifies that Spatial Data Logic is compliant pursuant with **P.L. 2023, c.20**; and

WHEREAS, the anticipated term of this contract is for the period January 1, 2025 through December 31, 2025; and

WHEREAS, funds are available in the operating budget as evidenced by the CFO's certification of funds below,

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

1. Intron Technology is hereby appointed to provide information technology managed services and VoIP phone services for the period January 1, 2025 through December 31, 2025.
2. The contract amount for IT Managed Services, network and computer licensing, system/data backup and recovery services for all departments and other associated services shall not exceed \$85,000 for CY2025.
3. The contract amount for VoIP Phone Services shall not exceed \$20,000 for CY2025.
4. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport.

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

BE IT FURTHER RESOLVED that a summary of the above shall be published in the Two River Times as required by law.

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify that funds are available in the 2025 budget in Account# 01-201-20-120-227 for the amount of \$85,000 and Account #01-201-31-430-203 for the amount of \$20,000, subject to the adoption of the 2025 budget.

Catherine D. LaPorta

CATHERINE D. LaPORTA, CFO

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-99 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK



Intron Technology
PO Box 8714
Red Bank, NJ 07701
(732) 936-8700

QUOTATION

Date 12/10/2024	Customer No.
---------------------------	---------------------

Purchase Order No.

Sales Order No.

Terms Net 30	Expiration Date 12/31/2024
------------------------	--------------------------------------

Ship To: Borough of Oceanport
315 E Main Street
Oceanport, NJ 07757

Bill To: Borough of Oceanport
315 E Main Street
Oceanport, NJ 07757

Salesperson	Client / Job	Location	Required Date
Greg Prestininzi	TotalCARE Managed Services	Oceanport, NJ	CY2025

Qty	Model	Description - Monthly Recuring Charges	Unit Price	Expd Price
		<u>Projected 2025 Monthly IT Services, based on current quantities</u>		
		MANAGED INFRASTRUCTURE		\$ 830.00
		BOROUGH HALL		
		BLACKBERRY PARK		
		POLICE DEPARTMENT		
		MANAGED BACKUP		\$ 606.00
		BOROUGH HALL		
		POLICE DEPARTMENT		
		CYBER SECURITY SOFTWARE		\$ 1,359.00
		BOROUGH HALL		
		POLICE DEPARTMENT		
		DESKTOP SOFTWARE SUBSCRIPTIONS		\$ 1,462.75
		BOROUGH HALL		
		POLICE DEPARTMENT		
		PROFESSIONAL SERVICES		\$ 2,600.00
		BOROUGH HALL		
		POLICE DEPARTMENT		
		OEM		
		PHONE SYSTEM		\$ 1,477.77
		BOROUGH HALL		
		POLICE DEPARTMENT		
		OEM		
Monthly Subtotal:			\$	8,335.52



Bill To: Borough of Oceanport
315 E Main Street
Oceanport, NJ 07757

Date 12/10/2024	Customer No.
---------------------------	---------------------

Sales Order No.

Terms	Expiration Date
Net 30	12/31/2024

Monthly Subtotal:	\$ 830.00
-------------------	-----------



Intron Technology
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(732) 936-8700

Ship To: Borough of Oceanport
315 E Main Street
Oceanport, NJ 07757

Bill To: Borough of Oceanport
315 E Main Street
Oceanport, NJ 07757

QUOTATION

Date 12/10/2024	Customer No.
Purchase Order No.	
Sales Order No.	
Terms Net 30	Expiration Date 12/31/2024

Salesperson	Client / Job	Location	Required Date
Greg Prestininzi	TotalCARE Managed Services	Oceanport, NJ	CY2025

Qty	Model	Description - Monthly Recuring Charges	Unit Price	Expd Price
		SYSTEM/DATA BACKUP AND RECOVERY SERVICE		
		BOROUGH HALL		
2	TotalCARE-MAX2	TotalCARE Managed Backup Services - Windows Server Local Speed Vault w/ Cloud Enabled Encrypted Offsite Storage Offsite Virtual Recovery Server for Disaster w/ 6 Month Data Archive Includes 500GB Cloud Backup Vault per License	\$ 65.00	\$ 130.00
2	TotalCARE-DRTEST	TotalCARE Managed Backup DR Restoration Test	\$ 8.00	\$ 16.00
60	O365-BU	Microsoft Office 365 Exchange and OneDrive Backup	\$ 3.00	\$ 180.00
		POLICE DEPARTMENT		
1	TotalCARE-MAX2	TotalCARE Managed Backup Services - Windows Server Local Speed Vault w/ Cloud Enabled Encrypted Offsite Storage Offsite Virtual Recovery Server for Disaster w/ 6 Month Data Archive Includes 500GB Cloud Backup Vault per License	\$ 65.00	\$ 65.00
1	TotalCARE-MAX2+	TotalCARE Managed Backup Services - Windows Server Local Speed Vault w/ Cloud Enabled Encrypted Offsite Storage Offsite Virtual Recovery Server for Disaster w/ 6 Month Data Archive Includes 1TB Cloud Backup Vault per License	\$ 100.00	\$ 100.00
2	TotalCARE-DRTEST	TotalCARE Managed Backup DR Restoration Test	\$ 8.00	\$ 16.00
33	O365-BU	Microsoft Office 365 Exchange and OneDrive Backup	\$ 3.00	\$ 99.00
Monthly Subtotal:			\$	606.00



Intron Technology
PO Box 8714
Red Bank, NJ 07701
(732) 936-8700

QUOTATION

Date 12/10/2024	Customer No.
Purchase Order No.	
Sales Order No.	
Terms Net 30	Expiration Date 12/31/2024

Ship To: Borough of Oceanport
315 E Main Street
Oceanport, NJ 07757

Bill To: Borough of Oceanport
315 E Main Street
Oceanport, NJ 07757

Salesperson	Client / Job	Location	Required Date
Greg Prestininzi	TotalCARE Managed Services	Oceanport, NJ	CY2025

Qty	Model	Description - Monthly Recurring Charges	Unit Price	Expd Price
		CYBER SECURITY, ENDPOINT SECURITY SOFTWARE		
		BOROUGH HALL		
1	CloudGuard-L3	CloudGuard Advanced Cyber Security Monitoring Office 365 Account Monitoring MFA Account Auditing DNS Monitoring	\$ 25.00	\$ 25.00
1	NETGuard-ADV	NETGuard Advanced Cyber Security Suite Advanced Persistent Threat Monitoring & Alerting Domain and Network Activity Monitoring Application and Infrastructure Vulnerability Scanning	\$ 85.00	\$ 85.00
1	NetGUARD-LCR	NetGUARD Log Collection for Advanced Cyber Security Monitoring	\$ 45.00	\$ 45.00
1	ThreatSpike-O365	ThreatSpike Enterprise Cyber Security Monitoring for Office 365	\$ 50.00	\$ 50.00
1	TotalCARE-E10	TotalCARE Essentials 10-Pack for Peripheral Monitoring	\$ 10.00	\$ 10.00
2	TotalCARE-SRV	TotalCARE Managed Windows Server Windows Security & Automated Patch Management Managed Anti-Virus & Malware Updates and Real Time reporting	\$ 20.00	\$ 40.00
43	TotalCARE-L2M	TotalCARE L2 Desktop / Workstation Security Bundle Windows Security & Automated Patch Management Managed Anti-Virus & Malware Updates and Real Time reporting	\$ 10.00	\$ 430.00
14	DUO-MFA	TotalCARE Multi-Factor Authentication, Duo-MFA	\$ 4.00	\$ 56.00
60	SEC-EDU	Cyber Security and Fraud Awareness Education	\$ 2.50	\$ 150.00
		POLICE DEPARTMENT		
1	NETGuard-ADV	NETGuard Advanced Cyber Security Suite Advanced Persistent Threat Monitoring & Alerting Domain and Network Activity Monitoring Application and Infrastructure Vulnerability Scanning	\$ 85.00	\$ 85.00
1	NetGUARD-LCR	NetGUARD Log Collection for Advanced Cyber Security Monitoring	\$ 45.00	\$ 45.00
1	TotalCARE-E10	TotalCARE Essentials 10-Pack for Peripheral Monitoring	\$ 10.00	\$ 10.00
3	TotalCARE-SRV	TotalCARE Managed Windows Server Windows Security & Automated Patch Management Managed Anti-Virus & Malware Updates and Real Time reporting	\$ 20.00	\$ 60.00
26	TotalCARE-L2M	TotalCARE L2 Desktop / Workstation Security Bundle Windows Security & Automated Patch Management Managed Anti-Virus & Malware Updates and Real Time reporting	\$ 10.00	\$ 260.00
2	DUO-MFA	TotalCARE Multi-Factor Authentication, Duo-MFA	\$ 4.00	\$ 8.00

Monthly Subtotal: \$ 1,359.00



Intron Technology
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Red Bank, NJ 07701
(732) 936-8700

Ship To: Borough of Oceanport
315 E Main Street
Oceanport, NJ 07757

Bill To: Borough of Oceanport
315 E Main Street
Oceanport, NJ 07757

QUOTATION

Date 12/10/2024	Customer No.
Purchase Order No.	
Sales Order No.	
Terms Net 30	Expiration Date 12/31/2024

Salesperson	Client / Job	Location	Required Date
Greg Prestininzi	TotalCARE Managed Services	Oceanport, NJ	CY2025

[illegible]



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Oceanport, NJ 07757

Bill To: Borough of Oceanport
315 E Main Street
Oceanport, NJ 07757

QUOTATION

Date 12/10/2024	Customer No.
Purchase Order No.	
Sales Order No.	
Terms Net 30	Expiration Date 12/31/2024

Salesperson	Client / Job	Location	Required Date
Greg Prestininzi	TotalCARE Managed Services	Oceanport, NJ	CY2025

Qty	Model	Description - Monthly Recurring Charges	Unit Price	Expd Price
		<u>PROFESSIONAL SERVICES AND HELPDESK</u>		
1	TotalCARE-TAC	Intron Technology TotalCARE Help Desk Coverage	\$ 2,600.00	\$ 2,600.00
		24x7 Realtime Network Monitoring & Alerting		
		Network Operations / Help Desk (M-F 8:30AM-6:00PM)		
		After Hours and Weekend Emergency Coverage Available		
		Includes:		
		Unlimited Remote Technical Support per Month		
		Monday-Friday 8:30AM - 6:00PM		
		4 Hours of Onsite coverage per Month		
		Uplift for Emergency After Hours Support, per Incident	\$ 65.00	
		Intron Technology Onsite Support	\$ 155.00	
Monthly Subtotal:			\$	2,600.00



Intron Technology
PO Box 8714
Red Bank, NJ 07701
(732) 936-8700

Ship To: Borough of Oceanport
315 E Main Street
Oceanport, NJ 07757

Bill To: Borough of Oceanport
315 E Main Street
Oceanport, NJ 07757

QUOTATION

Date 12/10/2024	Customer No.
Purchase Order No.	
Sales Order No.	
Terms Net 30	Expiration Date 12/31/2024

Salesperson	Client / Job	Location	Required Date
Greg Prestininzi	TotalCARE Managed Services	Oceanport, NJ	CY2025

[illegible]

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REFUND FOR OVERPAYMENT FOR BLOCK 61 LOT 13, KNOWN AS 38 MORRIS PLACE**

**Resolution #2025-100
03-20-25**

WHEREAS, the following property is due a refund due to an overpayment from the property owner who is veteran exempt; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the Tax Collector is hereby authorized to refund overpayment to the following property owner as follows:

Block 61 Lot 13	
Parker, Rose & Gomes, Bryan	
38 Morris Place	
Oceanport, NJ 07757	\$773.32

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-100 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF ZAKARY JENSEN AS SEASONAL LABORER IN THE PUBLIC WORKS
DEPARTMENT**

Resolution #2025-101
03/20/2025

WHEREAS, there is a need for seasonal labor in the Public Works Department; and

WHEREAS, the Public Works Superintendent and Borough Administrator have recommended the appointment of Zakary Jensen as seasonal labor; and

WHEREAS, Mr. Jensen is willing and able to accept the position.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Oceanport, that effective March 24, 2025, Zakary Jensen is hereby appointed to the Department of Public Works for the position of seasonal Laborer at a rate of \$21.00 per hour in accordance with the Borough's salary ordinance effective March 6, 2025.

BE IT RESOLVED, that a copy of this resolution shall be forwarded to the Public Works Superintendent, Borough Administrator, Chief Financial Officer and the Payroll Clerk.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-101 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF SALVATORE LAGROTTERIA AS SEASONAL LABORER IN THE PUBLIC
WORKS DEPARTMENT**

**Resolution #2025-102
03/20/2025**

WHEREAS, there is a need for seasonal labor in the Public Works Department; and

WHEREAS, the Public Works Superintendent and Borough Administrator have recommended the appointment of Salvatore Lagrotteria as seasonal labor; and

WHEREAS, Mr. Lagrotteria is willing and able to accept the position.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Oceanport, that effective March 12, 2025, Salvatore Lagrotteria is hereby appointed to the Department of Public Works for the position of seasonal Laborer at a rate of \$21.00 per hour in accordance with the Borough's salary ordinance effective March 6, 2025.

BE IT RESOLVED, that a copy of this resolution shall be forwarded to the Public Works Superintendent, Borough Administrator, Chief Financial Officer and the Payroll Clerk.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-102 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF JARED CARROLL AS SEASONAL LABORER IN THE PUBLIC WORKS
DEPARTMENT**

Resolution #2025-103
03/20/2025

WHEREAS, there is a need for seasonal labor in the Public Works Department; and

WHEREAS, the Public Works Superintendent and Borough Administrator have recommended the appointment of Jared Carroll as seasonal labor; and

WHEREAS, Mr. Carroll is willing and able to accept the position.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Oceanport, that effective March 10, 2025, Jared Carroll is hereby appointed to the Department of Public Works for the position of seasonal Laborer at a rate of \$21.00 per hour in accordance with the Borough's salary ordinance effective March 6, 2025.

BE IT RESOLVED, that a copy of this resolution shall be forwarded to the Public Works Superintendent, Borough Administrator, Chief Financial Officer and the Payroll Clerk.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-103 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED
TWIN LIGHTS BIKE TOUR ON CERTAIN ROADWAYS WITHIN THE BOROUGH OF
OCEANPORT**

**Resolution #2025-104
03-20-2025**

WHEREAS, Bike New York has made application for a Special Events Permit to hold a Twin Lights Bike Tour on September 7, 2025 on certain roadways within Oceanport; 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 in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-104 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

Gary J. Grimes
Chief of Police

Michael S. Chenoweth
Captain

Michael R. Fagliarone
Lieutenant

BOROUGH OF OCEANPORT



POLICE DEPARTMENT

930 OCEANPORT WAY, OCEANPORT, NEW JERSEY 07757

732.222.6300

Main

732.222.6301 ext 3015

Records

732.222.0945

Fax

February 14, 2025

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

Re: Special Permit Application-Twin Lights Bike Tour-Sunday, September 7th, 2025

Dear Mayor Tvrdik,

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the Twin Lights Bike Tour sponsored by Bike New York scheduled for Sunday, September 7th, 2025. 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.

The event, which has incorporated Oceanport over the last 12 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.

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Gary J. Grimes".

Gary J. Grimes
Chief of Police
Oceanport Police Department

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED
FOR BEACON EVENTS SKELETON RUN WITHIN THE BOROUGH OF OCEANPORT**

**Resolution #2025-105
03-20-2025**

WHEREAS, Beacon Events LLC has made application for a Special Events Permit to hold Skeleton Run on October 25th, 2025 on certain roadways within Oceanport; 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 Beacon Events LLC in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-105 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary J. Grimes
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

January 21, 2025

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

Re: Special Permit Application- Skeleton Run-October 25th, 2025, Fort Monmouth.

Dear Mayor Tvrdik,

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the Skeleton 5K Run to be held on October 25th, 2025, in Fort Monmouth. The event is a 1-day event beginning at 10am on Brewer Ave on Fort Monmouth. The run route will encompass 6 roads: Brewer, Saltzman, Sanger, Sherill, Irwin, and Wilson. The event is being organized and managed by Beacon Events LLC.

The event coordinator has been working with our Traffic Safety Officers, OEM, FMERA, and the Borough regarding fees for roadway closures, event insurance, logistics, safety, and security as well as other necessary event planning requirements. It should be noted we worked with Beacon Events in October for the Skeleton 5K race last year, and the event went off without any issues. All aspects of this race will be the same as the previous one.

There will be four (4) Officers utilized for traffic control and County EMS will be staged at the event. There will be scheduled roadway closures and detours during the event. Notifications will be made to residents, business owners, and motorists of those closures through printed and social media outlets as well as a reverse 911 system notification.

I am recommending that the Mayor and Council approve the application.

Sincerely,

Gary J. Grimes
Chief of Police
Oceanport Police Department

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED
TO BIRDSMOUTH BREWERY BIKES AND BEERS CASUAL BICYCLE RIDE WITHIN THE
BOROUGH OF OCEANPORT**

**Resolution #2025-106
03-20-2025**

WHEREAS, Yellowfin Events LLC and Birdsmouth Brewery have made application for a Special Events Permit to hold a Bicycle Ride on May 3, 2025, on various streets within Oceanport; 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 Yellowfin Events LLC and Birdsmouth Brewery in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-106 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary J. Grimes
Chief of Police

Michael S. Chenoweth
Captain

Michael R. Fagliarone
Lieutenant



POLICE DEPARTMENT

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

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

February 20th, 2025

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

Re: Special Permit Application-Birdsmouth Brewery Bikes and Beers Casual bicycle Ride May 3rd, 2025

Dear Mayor Tvrdik,

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the Birdsmouth Brewery Bikes and Beers Casual Ride sponsored by Yellowfin Events LLC and Birdsmouth beer in Oceanport. The event will take place on Saturday, May 3rd from 8am to 1pm. The event will begin and end at the Brewery at 675 Oceanport Way.

The event will consist of three bike routes consisting of a 15-mile route and 30 miles route and 45-mile route. The bike riders will be escorted by certified bike ride marshalls and the routes will take the riders from Birdsmouth out onto Oceanport Way to Saltzman Ave out onto Oceanport Ave and northbound into Little Silver. The longer routes will return via Main Street onto Razor Ave into the Brewery.

This is the same plan as last year's event.

The event coordinator has asked for the use of 2 officers to monitor the start and end locations as well as crowd and security control.

I, along with our Traffic Officers, have reviewed the logistics of the event, as well as the planned route, and the number of perspective participants. I also reviewed the course map related to Oceanport confines. 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 riders are instructed to follow specified rules of the road and additional rules from the ride Marshalls and the event coordinators.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Gary J. Grimes".

Gary J. Grimes
Chief of Police
Oceanport Police Department

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED
BOUJEE FOODIE CON WITHIN THE BOROUGH OF OCEANPORT**

**Resolution #2025-107
03-20-2025**

WHEREAS, Beacon Events LLC has made application for a Special Events Permit to hold the 3rd Annual Boujee Foodie Con on May 3 and 4, 2025 within Oceanport; 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 Boujee Foodie Con in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-107 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary J. Grimes
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

December 20th, 2024

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

Re: Special Permit Application-3rd Annual Boujee Foodie Con, May 3-4, 2025, 1000 Sanger Ave.

Dear Mayor Tvrdik,

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for Boujee Foodie Con to be held on May 3rd & 4th at 1000 Sanger Ave, Russell Hall.

The event is being organized and managed by Beacon Events LLC. The event coordinator has received written approval from the property owner at 1000 Sanger Ave to utilize the property for the event.

The event organizer has spoken to our Traffic officers and will meet with the Police and OEM to discuss traffic and event safety plans. Planning will include traffic and pedestrian safety as well as safety and security of the physical site determined by the number of people attending the event each day. Currently the event planners are requesting two (2) officers.

The Event management was advised to contact the Borough of Oceanport Fire and Code Inspector to determine if any inspections are required by Borough and state law related to the event. We will discuss with the Oceanport First Aid Squad the staging of an ambulance at the event.

There will be no scheduled roadway closures or detours during the event and the event will not affect the routine flow of traffic. We will notify residents of the event through social media and sign boards.

I am recommending that the mayor and council approve the application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary J. Grimes".

Gary J. Grimes
Chief of Police
Oceanport Police Department

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED
MONMOUTH MEDICAL'S BIG STEPS FOR LITTLE FEET ON CERTAIN ROADWAYS
WITHIN THE BOROUGH OF OCEANPORT**

**Resolution #2025-108
03-20-2025**

WHEREAS, Monmouth Medical has made application for a Special Events Permit to hold Monmouth Medical's Big Steps for Little Feet 5K Run on June 1, 2025 on certain roadways within Oceanport; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to Beacon Events LLC in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-108 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary J. Grimes
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

February 18th, 2025

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

Re: Special Permit Application-Monmouth Medical 5K Run-June 1st, 2025, Fort Monmouth.

Dear Mayor Tvrdik,

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the Monmouth Medical 5K Run to be held on June 1st, 2025, in Fort Monmouth. The event titled, Big Steps for Little Feet, is a 1-day event beginning at 10am on Brewer Ave on Fort Monmouth. The run route will encompass 6 roads: Brewer, Saltzman, Sanger, Sherill, Irwin, and Wilson. The event is being organized and managed by Beacon Events LLC on behalf of Monmouth Medical Center Foundation.

The event coordinator has been working with our Traffic Safety Officers, OEM, FMERA, and the Borough regarding fees for roadway closures, event insurance, logistics, safety, and security as well as other necessary event planning requirements. It should be noted we worked with Beacon Events in October for the Skeleton 5K race, and the event went off without any issues. All aspects of this race will be the same as the previous one.

There will be four (4) Officers utilized for traffic control and County EMS will be staged at the event. There will be scheduled roadway closures and detours during the event. Notifications will be made to residents, business owners, and motorists of those closures through printed and social media outlets as well as a reverse 911 system notification.

I am recommending that the Mayor and Council approve the application.

A handwritten signature in blue ink, appearing to read "Gary J. Grimes".

Gary J. Grimes
Chief of Police
Oceanport Police Department

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A NON-FAIR AND OPEN CONTRACT FOR CLEANING SERVICES BETWEEN PRO
JANITORIAL LLC AND THE BOROUGH OF OCEANPORT**

**Resolution #2025-109
3/20/25**

WHEREAS, the Borough of Oceanport is in need of cleaning, window and floor maintenance services for its buildings; and

WHEREAS, Pro Janitorial Services LLC has been providing this service to the Borough whom is satisfied with the services provided and wishes to award a new contract by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and,

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

WHEREAS, the anticipated term of this contract is the period January 1, 2025 through December 31, 2025; and

WHEREAS, Pro Janitorial Services, LLC has completed and submitted a Business Entity Disclosure Certification and Political Contribution Disclosure Form which certifies that Pro Janitorial Services, LLC pursuant with **P.L. 2023, c.20**; and

WHEREAS, funds shall be available for stated purposes in the 2025 municipal budget subject to adoption of the 2025 budget.

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

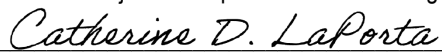
1. Pro Janitorial Services, LLC is hereby awarded a contract to provide cleaning, window and floor maintenance services in accordance with a proposal for the period January 1, 2024 through December 31, 2024 for the amount of Thirty Six Thousand (\$36,000.00) and extra charges pursuant to the proposal for additional cleaning services requested on a special or emergent basis for a total amount not to exceed Forty Four Thousand (\$44,000) to Pro Janitorial Services, LLC, 308 Clifton Ave, Long Branch, New Jersey subject to provision of the appropriate certificate of insurance and business registration.
2. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport.
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.

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.

BE IT FURTHER RESOLVED that a summary of the above shall be published in accordance with the law in an official newspaper of the Borough.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify sufficient funds are available in Account 01-201-26-310-253 for the purposes stated herein subject to adoption of the 2025 budget.


Catherine D. LaPorta, CFO

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-109 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK



Cleaning Proposal for:
Oceanport Borough Buildings

2025

Pro Janitorial Services Cleaning Proposal LLC

The undersigned hereby accepts the proposal of **Pro Janitorial Services LLC**, herein known as “**PJS**,” to supply janitorial services for your five premises located In Oceanport, NJ:

With the following terms:

- 1) As of January 1st, 2025, PJS will continue to provide cleaning services (pursuant to the RFP 2018 Contract for Cleaning Services) for five Oceanport Municipal Buildings at a new monthly cost of **\$3,000.00:**

1. Oceanport Borough Hall (910 Oceanport Way) Tuesdays & Fridays **\$1,100.00**
2. Police Headquarters (930 Oceanport Way) Tuesdays & Fridays **\$900.00**
EMT office Once a month
3. Community Center (Library) 8 Iroquois Avenue Tuesdays & Fridays **\$300.00**
4. Old Wharf House 315 E. Main Street Tuesdays & Fridays **\$400.00**
5. Blackberry Bay Park Pavilion 440 Port Au Peck Ave Tuesdays & Fridays **\$300.00**
(Per request BPP bathrooms emergency cleaning **\$60.00**)

- 2) **PJS** Will provide the following additional professional services at the buildings listed below **upon request**, if necessary, for the additional charge as shown:

Location	Carpet Cleaning	Floor Work S/W	Floor Burnishing	Window Cleaning
Oceanport Borough Hall	\$ 1,200.00	\$ 1,100.00	\$ 400.00	\$ 100.00
Police Headquarters	\$ 300.00	\$ 1,300.00	\$ 500.00	\$ 100.00
Blackberry Bay Park Pavilion*	\$ 200.00			
Community Center (Oceanport Library)		\$ 800.00	\$ 200.00	\$ 50.00
Old Wharf House		\$ 900.00	\$ 300.00	\$ 80.00

- 3) Any services provided outside of the work schedule will be billed accordingly.
- 4) **PJS** reserves the right to cancel and or postpone cleaning services during inclement weather (snow, flooding etc).
- 5) Cleaning services are not performed on the major Public Holidays of New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No credit will be provided; the cost for those holidays has been adjusted yearly to include federally required paid holidays
- 6) **PJS** will require, upon acceptance, two sets of keys or access cards, including an alarm combination to accommodate the crew, and **PJS** needs to perform inspections.

- 7) All cleaning equipment and cleaning supplies will be furnished by **PJS** with the **exception of toiletries, garbage liners and paper supplies** which can be purchased independently or for your convenience **PJS** can purchase them for you at our cost plus 15% billed monthly on your bill.
- 8) Either Party to this contract may terminate its participation herein upon 30 days' notice to the other party
- 9) **Borough of Oceanport** hereby agrees that they will not employ, hire or subcontract, for any reason, the employees of PJS during the term of this contract and for a period of 12 months after this contract is terminated. This clause and agreement between the parties shall survive the termination of this contract.
- 10) Invoicing is at the beginning of each month for that month's service.
- 11) **PJS** will procure and keep in full force and affect the following forms of insurance for the duration of the contract for its employees; Worker's Compensation Insurance and Commercial General Liability Insurance. Certificates of Insurance are available upon request.

Accepted:

By: _____

Title: _____

Boro of Oceanport

Dated _____

By: Asmik Keshishian

Title: Managing Member

Pro Janitorial Services LLC

Dated 3/1/2025

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION TO EXTEND THE 2025 TEMPORARY
BUDGET**

**Resolution #2025-110
3/20/25**

WHEREAS, N.J.S.A. 40A:4-19 requires that where any contracts, commitments or payments are to be made prior to the adoption of the final Budget, temporary appropriations shall be made for the purpose and amounts required and in the manner and time therein provided; and

WHEREAS, N.J.S.A. 40A:4-19 provides that every Municipality must make temporary appropriations during the period January 1 to adoption of the budget sufficient to cover commitments made during the period January 1 to the date of adoption of the 2025 Budget; and

WHEREAS, the permanent budget for the year 2025 has not yet been adopted; and

WHEREAS, the appropriations set forth in the 2025 temporary budget are insufficient to meet the financial obligations as set forth below; and

WHEREAS, the total temporary appropriations adopted in the year 2025, exclusive of debt service, capital improvement fund and public assistance pursuant to the provisions of N.J.S.A.40A:4-20 including this resolution total \$7,131,395.00.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body (not less than two-thirds of all members thereof affirmatively concurring) in accordance with the aforementioned statute, that the 2025 temporary fiscal budget is hereby amended to provide for an emergency temporary appropriation in the amount of \$1,816,300.00 and said appropriations are as follows:

NOW, THEREFORE, BE IT RESOLVED that the following list of appropriations shall constitute the 2025 Temporary Budget for the Borough of Oceanport.

	TEMP BUDGET (S&W)	TEMP BUDGET (OE)
ADMINISTRATIVE & EXECUTIVE	\$ 20,000.00	\$ 8,500.00
MUNICIPAL CLERK	\$ 30,000.00	\$ 25,000.00
FINANCIAL ADMINISTRATION	\$ 20,000.00	\$ 13,000.00
COLLECTION OF TAXES	\$ 20,000.00	\$ 1,500.00
ASSESSMENT OF TAXES	\$ 10,000.00	\$ 4,000.00
LEGAL SERVICES		\$ 25,000.00
BOROUGH ENGINEER		\$ 20,000.00
PROSECUTOR	\$ 3,000.00	
PLANNING BOARD	\$ 3,000.00	\$ 7,500.00
PLANNER SERVICES & FEES		\$ 1,000.00
ENVIRONMENTAL COMMISSION		\$ 100.00
CODE ENFORCEMENT	\$ 6,000.00	\$ 100.00
GENERAL LIABILITY		\$ 89,000.00
WORKMEN'S COMPENSATION		\$ 53,000.00
HEALTH		\$ 200,000.00
DENTAL		\$ 20,000.00
POLICE	\$ 400,000.00	\$ 30,000.00
PUBLIC SAFETY EQUIPMENT		\$ 5,000.00
EMERGENCY MANAGEMENT	\$ 1,500.00	\$ 4,000.00
FIRE HYDRANT SERVICE OE		\$ 20,000.00
FIRST AID ORGANIZATION OE		\$ 10,000.00

FIRE DEPARTMENT OE		\$	15,000.00
FIRE BUREAU	\$ 5,000.00	\$	3,000.00
STREETS SW	\$ 75,000.00		
STREETS & ROADS OTHER EXPENSES		\$	30,000.00
SANITATION-TRASH REMOVAL		\$	50,000.00
RECYCLING		\$	12,000.00
PUBLIC BUILDINGS & GROUNDS OE		\$	30,000.00
BOARD OF HEALTH	\$ 800.00	\$	50.00
WATER WATCH COMMITTEE-OTHER		\$	1,000.00
PARKS SW	\$ 2,000.00		
PARKS AND PLAYGROUNDS OE		\$	4,000.00
SENIOR CITIZEN COMMITTEE OE		\$	750.00
LIBRARY	\$ 1,000.00	\$	250.00
TRANS OF HS STUDENTS OE		\$	10,000.00
CELEBRATION OF PUB. EVENTS OE		\$	500.00
ELECTRICITY		\$	17,000.00
TELEPHONE/INTERNET		\$	10,000.00
WATER/SEWER		\$	10,000.00
NATURAL GAS		\$	10,000.00
STREET LIGHTING		\$	20,000.00
GASOLINE & OIL		\$	20,000.00
SANITATION DUMPING FEES		\$	75,000.00
SOCIAL SECURITY SYSTEM OE		\$	20,000.00
SCHOOL CLASS 3 RESOURCE OFFICER	\$ 12,000.00		
SCHOOL RESOURCE OFFICER	\$ 12,000.00		
MUNICIPAL COURT S&W	\$ 20,000.00	\$	10,000.00
PUBLIC DEFENDER-OTHER EXPENSE			\$2,000.00
TOTALS	\$ 641,250.00	\$	887,500.00
OPEN SPACE FUND			
Maintenance of Land for Recreation		\$	75,000.00
Debt Service		\$	7,000.00
TOTAL		\$	82,000.00

Motion: Deerin

Second: O'Brien

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	(x)	()	()	()
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-101 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AMENDMENT TO THE BOROUGH'S HEALTH BENEFIT PLAN FOR COMPLIANCE
WITH RECENT IRS REGULATIONS AND QUALIFIED PLANS**

**Resolution #2025-111
3/20/25**

WHEREAS, the Borough of Oceanport has need to amend its Central Jersey Health Insurance Fund (CJHIF) High Deductible Health Plan (HDHP) for compliance with Internal Revenue Service ("IRS") rules applicable to HDHPs specifically, the minimum deductible to contribute to a qualified Health Savings Account ("HSA") under IRS rules;

WHEREAS, the Borough of Oceanport finds it in the best interest of the Borough and its employees to amend the HDHP to ensure the deductibles and out-of-pocket maximums applicable to CJHIF's HDHP,

NOW THEREFORE, BE IT RESOLVED by the Mayor & Council the following shall be implemented:

1. Effective for plan year 2025, the CJHIF will amend the Borough's HDHP Base plan for compliance with IRS regulations.
2. The HDHP minimum deductible set by the IRS for each plan year for single coverage shall be \$1,650 and the HDHP minimum deductible set by the IRS for each plan year for family coverage shall be \$3,300.
3. The HSA contribution limit for the CJHIF HDHP will be the HSA contribution limit set by the IRS for each plan year.
4. The HSA catch-up contribution limit for the CJHIF HDHP for persons age 55 or older will be the amount set by the IRS for each plan year.
5. The rest of the terms applicable to the CJHIF HDHP plan remain unchanged.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-111 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A CONTRACT WITH COMMUNITY GRANTS, PLANNING & HOUSING" (CGP&H) TO
SERVE AS THE ADMINISTRATIVE AGENT FOR THE BOROUGH OF OCEANPORT**

**Resolution #2025-112
3/20/25**

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act") the Municipality implemented a program to provide affordable housing units to low- and moderate-income households desiring to live within the Municipality; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls may be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, the Municipality has selected Community Grants, Planning & Housing (CGP&H), a New Jersey Department of Community Affairs approved affordable housing administrative agent, to be the Administrative Agent for the purposes of providing affordability control services for all affordable housing within the municipality, unless otherwise specified, as included in this contract.

WHEREAS, pursuant with N.J.S.A. 40A:11-3(a)(b), the Borough desires to enter into a one-year contract with the CGP&H to serve as its Administrative Agent and administer its affordable housing program for the period January 1, 2025 through December 31, 2025; and

WHEREAS, costs associated with the contract shall be either paid by the developer, unit owner or landlord of the affordable housing unit/project. Costs related to a Borough program, or a resale program shall be authorized in accordance with N.J.A.C. 5:30-5.4,

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

1. Community Grants, Planning & Housing (CGP&H) is the Administrative Agent for the Borough of Oceanport's Affordable Housing Program.

2. The Mayor and Borough Clerk are hereby authorized to execute a revised contract on behalf of the Borough of Oceanport with Community Grants, Planning & Housing (CGP&H) subject to review by the Borough Attorney.

3. That the contract shall also provide for an open-ended contract for services performed in regard to affordable housing services contingent upon the availability of funds in the Affordable Housing Trust Fund not to exceed \$10,300 for CY2025. Funds will be certified and encumbered by individual purchase order prior to each request for service pursuant with N.J.A.C. 5:30-5.5

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-112 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Borough of Oceanport (hereinafter referred to as "Borough"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Borough and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Borough Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2025, terminating at the close of business on 31st day of December, 2025. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Borough Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
 - d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.

4. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Borough of Oceanport during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Oceanport as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Oceanport harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Oceanport Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BOROUGH OF OCEANPORT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

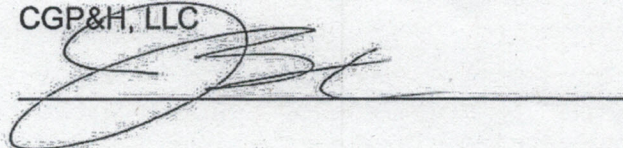
DATE: _____

WITNESS:



NAME: Stephanie Rubin

CGP&H, LLC



NAME: John Burton, MPA

TITLE: Chief Executive Officer

DATE: 2/26/2025

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

For services rendered by CGP&H, under the terms of this document, CGP&H shall be compensated as follows:

ADMINISTRATIVE AGENT GENERAL SERVICES paid by Municipality	
1. Municipal Services	Not-to-exceed \$10,000 billed hourly at a rate of \$160 per hour for senior staff which include planners and department supervisors
2. Administrative Agent Resale Fee	\$2,000 flat fee payable by Municipality for each sale unit when home gets listed for sale. <i>A fee of 3% of the resale price will be paid from the seller at the closing to CGP&H.</i>
3. Subordination Requests	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.
4. Direct Costs	Reimbursement for expenses. Not to exceed \$300 per contract year.
TOTAL PAID BY MUNICIPALITY	Not-to-exceed \$10,300 assuming no units are listed for sale.

1. Municipal Services: This may include, but is not limited to:

- Implementing Affirmative Marketing Plan postings and other compliance requirements
- Creation/Updates to the Administrative Agent Operating Manual and Affirmative Marketing Plan, when required
- Distressed Properties follow up activities
- Responding to initial private developer inquiries
- Advising Municipality on affordable housing requirements for new developments
- Foreclosure prevention activities
- Enforcing affordability controls, including annual mailings to homeowners
- Program setup for Accessory Apartment program
- Program setup for Affordability Assistance Programs
- Unit Monitoring
- Entry of unit information into state database
- Assisting with Spending Plan revisions
- Extension of Controls
- Releasing controls at end of control period
- Calculating annual tax assessments for affordable homeowners
- Midpoint Review
- Group home research to document creditworthiness

If the municipality requires additional services above this line item's budgetary cap, CGP&H will request permission to proceed before invoicing further.

CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that other administrative agents administering affordable housing units in the Municipality are meeting the regulations until further direction is provided by the State of New Jersey.

2. **Administrative Agent Resale Fee:** This includes but is not limited to:

- Facilitation of the resale of any affordable sales unit that is put up for sale by current owner
- Certifying a buying household(s) as eligible
- Sending potential purchasers to the unit
- Facilitating an agreement between buyer and seller
- Preparing and filing closing documents.

The flat fee that is paid by the Municipality will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale during the sale process, and the unit does not go to closing, this flat fee is still applicable and will not be returned or cancelled.

3. **Subordination Requests:** includes the cost of processing mortgage Subordination Requests during the affordability control period.

4. **Direct Costs:** this includes, but is not limited to:

- Reimbursement for direct costs for large scale printing jobs; postage; affirmative marketing mailing, mailings to affordable housing homeowners; poster production; expedited mailings or messenger services, etc.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302
- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE

TITLE

CHIEF EXECUTIVE OFFICER

DATE

2/26/2025

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A CONTRACT WITH COMMUNITY GRANTS, PLANNING & HOUSING" (CGP&H) TO
PROVIDE PROFESSIONAL SERVICES FOR THE BOROUGH'S AFFORDABILITY ASSISTANCE
PROGRAM AND ACCESSORY APARTMENT PROGRAM**

Resolution #2025-113
3/20/25

WHEREAS, the Borough has appointed Community Grants, Planning & Housing (CGP&H), a New Jersey Department of Community Affairs approved affordable housing administrative agent, to be the Borough's Affordable Housing Administrative Agent under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act"); and

WHEREAS, the Borough also desires to appoint CGP&H to provide services for the Borough's Affordability Assistance and Accessory Apartment Programs; and

WHEREAS, pursuant with N.J.S.A. 40A:11-3(a)(b), the Borough desires to enter into a one-year contract with the CGP&H to serve as its Administrative Agent and administer its affordable housing program for the period January 1, 2025 through December 31, 2025; and

WHEREAS, costs associated with the contract shall be either paid by the developer, unit owner or landlord of the affordable housing unit/project. Costs related to a Borough program, or a resale program shall be authorized in accordance with N.J.A.C. 5:30-5.4; and

WHEREAS, the Borough Administrator has reviewed the proposed programs and services and recommends the appointment of CGP&H to provide the services described herein,

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

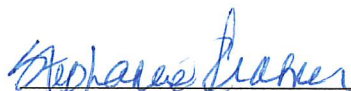
1. Community Grants, Planning & Housing (CGP&H) is the Affordable Housing Administrative Agent for the Borough of Oceanport and the work to be performed will be consistent with their original contract.
2. The Mayor and Borough Clerk are hereby authorized to execute the contract on behalf of the Borough of Oceanport with Community Grants, Planning & Housing (CGP&H) for professional services for the Borough's Affordability Assistance and Accessory Apartment Programs.
3. The contract provides Affordability Assistance Program services for a flat fee of \$425 for each first month's rent program application, a flat fee of \$525 for each down payment assistance program application and an hourly rate of \$165/hr. for senior staff and \$105/hr. for all other staff for all other services related to affordability assistance implementation.
4. The contract provides Accessory Apartment Program Implementation services at an hourly rate of \$165/hr. for senior staff and \$105/hr. for all other staff for a total amount not to exceed \$7,000.
5. That the contract provides for an open-ended contract for services performed in regard to this program services contingent upon the availability of funds in the Affordable Housing Trust Fund. Funds will be certified and encumbered by individual purchase order prior to each request for service pursuant with N.J.A.C. 5:30-5.5

Motion: Deerin

Second: O'Brien

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	(x)	()	()	()
Gallo	(x)	()	()	()
Keeshen	(x)	()	()	()
O'Brien	(x)	()	()	()
Salnick	()	()	()	(x)
Cooper	(x)	()	()	()
Tvrlik	()	()	()	()

I certify this to be a true copy of Resolution #2025-113 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.


STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Borough of Oceanport (hereinafter referred to as "Borough"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Borough and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Borough Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2025, terminating at the close of business on 31st day of December, 2025. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Borough Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
 - d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.

4. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Borough of Oceanport during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Oceanport as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Oceanport harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Oceanport Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BOROUGH OF OCEANPORT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

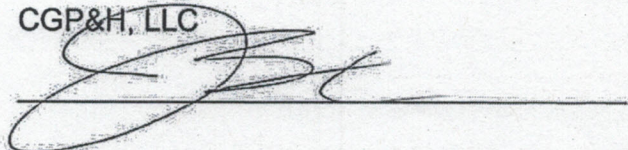
DATE: _____

WITNESS:



NAME: Stephanie Rubin

CGP&H, LLC



NAME: John Burton, MPA

TITLE: Chief Executive Officer

DATE: 2/26/2025

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

CGP&H will provide municipality with professional services for the purposes described in this proposal. CGP&H will only bill for services performed, and therefore, the actual amount billed may be considerably less than the budgets presented below depending on the breadth of services requested by municipality.

The fee tables on the following pages delineate the fee structure for each fee category. CGP&H may invoice above an individual fee category budget amount or individual fee line item budget amount without additional authorization, however CGP&H will not perform professional services or bill for services that would exceed the total contract not-to-exceed amount without prior authorization from the municipality.

See the following pages for a detailed breakdown of all fees.

AFFORDABILITY ASSISTANCE PROGRAM SERVICES

Affordability Assistance Program Services	CGP&H will charge a flat fee of \$425 for each first month's rent program application. CGP&H will charge a flat fee of \$525 for each down payment assistance program application. For all other services related to affordability assistance implementation, CGP&H will bill hourly at \$165 per hour for senior staff, and \$105 per hour.
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Affordability Assistance Program Services: Once programs are selected and manuals written are and approved, administration of these affordability assistance programs includes, but is not limited to: Soliciting applications; Distributing and processing applications; Income certifying applicants, when required; Reviewing and approving applications; Tracking the disbursement of funds for required reporting; Keeping records of all affordability assistance provided.

ACCESSORY APARTMENT PROGRAM SERVICES

Accessory Apartment Program Implementation	Not to exceed \$7,000 per unit billed hourly at \$165 per hour for President, Vice President and all senior staff, and \$105 per hour for all other staff.
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Accessory Apartment Program Implementation: After the program manual is written and approved, this includes but is not limited to: Ongoing marketing to existing residents; Distributing marketing materials; Answering homeowner inquiries; Bringing applications from initial submission through to case closing; The not-to-exceed for this line item may require revision based on local homeowner interest in the program, or if homeowners start the process but do not finish, etc.

The Municipality can decide whether it wants owners of future accessory rental units to pay CGP&H to market and fill their vacancies whenever that occurs, or whether the Municipality will cover those periodic expenses. Many of our clients decide to cover this expense, as turnover is generally slow, and it further encourages homeowner participation.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

COMPANY CGP&H, LLC

SIGNATURE

TITLE

CHIEF EXECUTIVE OFFICER

DATE

2/26/2025

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A CONTRACT WITH COMMUNITY GRANTS, PLANNING & HOUSING" (CGP&H) TO
PROVIDE PROFESSIONAL SERVICES FOR THE BOROUGH'S HOUSING REHABILITATION PROGRAM**

**Resolution #2025-114
3/20/25**

WHEREAS, the Borough has appointed Community Grants, Planning & Housing (CGP&H), a New Jersey Department of Community Affairs approved affordable housing administrative agent, to be the Borough's Affordable Housing Administrative Agent under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act"); and

WHEREAS, the Borough also desires to appoint CGP&H to provide services for the Borough's Housing Rehabilitation Program; and

WHEREAS, pursuant with N.J.S.A. 40A:11-3(a)(b), the Borough desires to enter into a one-year contract with CGP&H to administer its housing rehabilitation program for the period January 1, 2025 through December 31, 2025; and

WHEREAS, costs associated with this contract shall be borne by the Borough at a monthly fee of \$300 and a total contract amount not to exceed \$3,600 in accordance with N.J.A.C. 5:30-5.4; and

WHEREAS, the Borough Administrator has reviewed the proposed program and services and recommends the appointment of CGP&H to provide the services described herein,

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

1. Community Grants, Planning & Housing (CGP&H) is the Affordable Housing Administrative Agent for the Borough of Oceanport and the work to be performed will be consistent with their original contract.
2. The contract provides for a monthly flat fee of \$300 for a total amount not to exceed \$3,600.
3. The Mayor and Borough Clerk are hereby authorized to execute the contract on behalf of the Borough of Oceanport with Community Grants, Planning & Housing (CGP&H) for professional services for the Borough's Housing Rehabilitation Program.
4. That the contract provides for an open-ended contract for services performed in regard to this program services contingent upon the availability of funds in the Affordable Housing Trust Fund. Funds will be certified and encumbered by individual purchase order prior to each request for service pursuant with N.J.A.C. 5:30-5.5

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-114 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

2024-87
88
89

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Borough of Oceanport (hereinafter referred to as "Borough"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Borough and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Borough Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2025, terminating at the close of business on 31st day of December, 2025. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Borough Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
 - d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.

4. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Borough of Oceanport during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Oceanport as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Oceanport harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Oceanport Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BOROUGH OF OCEANPORT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

DATE: _____

WITNESS:



NAME: Stephanie Rubin

CGP&H, LLC



NAME: John Burton, MPA

TITLE: Chief Executive Officer

DATE: 2/26/2025

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

CGP&H will provide municipality with professional services for the purposes described in this proposal. CGP&H will only bill for services performed, and therefore, the actual amount billed may be considerably less than the budgets presented below depending on the breadth of services requested by municipality.

The fee tables on the following pages delineate the fee structure for each fee category. CGP&H may invoice above an individual fee category budget amount or individual fee line item budget amount without additional authorization, however CGP&H will not perform professional services or bill for services that would exceed the total contract not-to-exceed amount without prior authorization from the municipality.

See the following pages for a detailed breakdown of all fees.

Housing Rehabilitation Program Administration Services

1. Ongoing Day-to-Day Program Administration	Monthly flat fee of \$300 per month for a total of \$3,600 per contract year.
2. Direct Costs	\$300 not to exceed per year.
Additional services as requested	Billed hourly at the blended rate of \$132 per hour. <i>Budget for these services will depend on scope of additional services requested by the municipality. CGP&H will not bill any time towards this line item without written authorization from the municipality.</i>

1. Ongoing Day-to-Day Program Administration: includes but is not limited to:

- Maintaining a waiting list of interested residents;
- Ongoing owner outreach efforts
- Reviewing homeowner pre-applications to determine initial eligibility
- Reporting
- Doing updates to program manual and forms as needed
- Contractor outreach
- Intake of new interested contractor applications
- Qualifying new contractors
- Maintaining contractor database and individual records
- Updates to rehab work specifications templates and compliance research
- All other Housing Rehabilitation administrative tasks.

The following services are not included within the monthly flat fee and will require additional authorization to proceed: preparation for and presentation to community as a whole or community sub-groups at request of municipality.

2. Direct Costs: this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs, postage, mailings, poster production, expedited mailings or messenger services, county filing/recording fees, etc. This does not include paid advertising.

Housing Rehabilitation Program Case Management

1. Milestone 1: Eligibility Determination	Flat fee of \$1,280 payable upon certification of applicant's eligibility. Discounted flat fee of \$850 for each additional unit within a multi-family dwelling.
2. Milestone 2: Loan Closing	Flat fee of \$3,400 payable upon execution of construction documents. Discounted flat fee of \$1,250 for each additional unit within a multi-family dwelling.
3. Milestone 3: Final Inspection	Flat fee of \$2,120 payable upon satisfactory final inspection. Discounted flat fee of \$900 for each additional unit within a multi-family dwelling.
4. Title Search Fee	\$100 per property
5. Subordination Requests	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.

- 1. Milestone 1: Eligibility Determination:** this includes the introductory setup of a case through the processing of applications and determining the applicant's eligibility for the program.
- 2. Milestone 2: Loan Closing:** this includes comprehensive inspection of home to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by homeowner; preparing bid documents for contractors to bid; review of bids received, preparing contractor contracts and homeowner agreements with the Municipality, and preconstruction meeting/contract signing/loan closing.
- 3. Milestone 3: Final Inspection:** this includes working with contractors and homeowners throughout construction to finalize the rehabilitation work, troubleshooting any difficulties that arise, progress inspections, and case closeout.
- 4. Title Search Fee:** Per property title search fee to confirm ownership and property liens.
- 5. Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period.

Lead Risk Assessment and Testing Services if requested by municipality	
1. Lead Risk Assessment and Report	Flat fee of \$650 per unit (includes dust wipes and soil sample as needed)
2. Lead Clearance Testing	Flat fee of \$330 per unit.

1. **Lead Risk Assessment and Report:** Only applicable to houses built prior to 1978.
2. **Lead Clearance Testing:** Only necessary if lead risk assessment findings have actionable lead level.

Charges to be paid by the Housing Rehabilitation Contractor to CGP&H

CIRCUMSTANCE	CONTRACTOR PENALTY
1. Failed Final Inspection	\$375 per failed inspection paid by the contractor directly to CGP&H. \$300 for repeat lead clearance if needed.
2. Unjustified Construction Delays	\$50 per day paid by the contractor directly to CGP&H.

1. **Failed Final Inspection:** If a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged a flat fee to partially cover the cost of having to conduct a second inspection and preparing the accompanying inspection reports. Charges for each failed final inspection will be issued directly from the contractor to CGP&H, as specified in the construction agreement. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.
2. **Unjustified Construction Delays:** If the contractor delays construction without appropriate justification which requires CGP&H's additional follow-up with contractor, a weekly penalty will be charged to the contractor during the delay period. This will be specified in the construction agreement as a weekly penalty to the contractor paid directly to CGP&H if the penalty is imposed. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

The following fees may apply to the Municipality only if the need arises:

Additional Housing Rehabilitation Services, as Needed	Fee
Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.	\$850 flat fee per termination.
For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&H will work to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures. *Municipality has the option to pass on this additional cost to the owner.	\$400 flat fee per case for compliance items*
If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&H will be required to reverify household income. *Municipality has the option to pass on this additional cost to the owner.	\$750 per re-verification of income*
On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&H will r initial research to determine if partnering source is an option for the particular case, and if so, then coordinate with secondary funding source.	\$400 flat fee per case for initial research and coordination of partnering funds
If during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention, CGP&H will only proceed upon written authorization from the municipality. When a program participant or contractor contacts CGP&H directly, CGP&H will attempt to resolve it expediently, prior to seeking written authorization from the municipality.	\$400 flat fee per case for warranty claims or \$750 flat fee per case for contract disputes.
Cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&H will proceed with a re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing	\$525 per case for re-bid process and \$525 per case for each additional needed loan closing and/or additional loan closing documents.

Exclusions:

The following services are specifically excluded from the scope of services to be provided under this agreement:

1. All engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, the homeowner is responsible for those costs.
2. All legal services as may be required to administer the program or resolve a dispute between a program participant and a contractor.
3. Direct costs such as advertising, reproduction, and expedited mail or messenger services more than amount identified above in this proposal.
4. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
5. CGP&H is not responsible for serving as the property manager of any rental units.
6. Lead based paint testing services.
7. Preparation for and presentation to community as a whole or community sub-groups at request of municipality.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval
 - Certificate of Employee Information Report
 - Employee Information Report Form AA302
- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE

TITLE

CHIEF EXECUTIVE OFFICER

DATE

2/26/2025

**RESOLUTION OF THE BOROUGH OF OCEANPORT ACCEPTING THE
RESIGNATION OF JUAN CARLOS MERINO**

**RESOLUTION #2025-115
3-20-2025**

WHEREAS, Juan Merino has tendered his resignation to the Mayor and Council of the Borough of Oceanport from the position of Department of Public Works Laborer of the Borough, effective March 21, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the resignation of Juan Carlos Merino is hereby accepted by the Borough.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following: Borough Administrator, Borough Clerk, Borough Auditor and Borough Attorney.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-115 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ACCEPTING RESIGNATION OF MILTON ZARATE AS SEASONAL LABORER FOR PUBLIC WORKS**

**Resolution #2025-116
03-20-25**

WHEREAS, Milton Zarate has served as a Public Works Laborer for the Borough of Oceanport since April 21, 2022 as a part time laborer and October 7, 2024 as a full time seasonal laborer; and

WHEREAS, Milton Zarate has tendered his resignation to the Mayor and Council of the Borough of Oceanport from the position of Public Works Laborer for the Borough, effective February 14, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the resignation of Milton Zarate from the position of Public Works Laborer for the Borough of Oceanport is hereby accepted.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the following: Borough Administrator, Public Works Superintendent, Borough Clerk and Borough Attorney.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-116 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AN EXCEPTION PURSUANT TO CHAPTER 267-4, NOISE EXCEPTIONS FOR THE
RIVERWALK DEVELOPMENT PROJECT**

Resolution #2025-117
3/20/25

WHEREAS, the Planning Board of the Borough of Oceanport approved Planning Board Application #PB2020-07 of the Fort Monmouth Business Center Allison Hall Parcel, Block 100, PO Lot 1 (a/k/a Riverwalk Development Project), for preliminary and final site plan approval, bulk variance approval and design waiver; and

WHEREAS, Fort Monmouth Business Center is the contractor for the Riverwalk Development Project and has requested relief from the Noise Ordinance that prohibits outdoor construction between 10 pm and 8 am to commence work at 7 am due to the extensive site work required for this project and to allow their contractors adequate setup time each morning to ensure safe and efficient operations throughout the day; and

WHEREAS, to minimize any inconvenience to nearby residents, Fort Monmouth Business Center commits to the following conditions:

- No construction activities will take place within 100 feet of Barton Avenue during the hours of 7-8 am
- Particularly noisy operations will be scheduled after 8:00 am whenever possible
- Site supervisors will actively monitor noise levels during the 7-8 am timeframe; and

WHEREAS, granting the exception pursuant to Chapter 267-4 which states that any public works project is not subject to the prohibitions with prior approval of the Mayor and Council when deemed to be in the public's welfare, safety and for the public good; and

WHEREAS, the Mayor & Council have determined that expansion of the work hours will reduce the overall number of days of construction and imposition on the residents and find it to be for the public good,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that Fort Monmouth Business Center is hereby granted a limited exception to the Noise Ordinance pursuant with Chapter 267-4 for a period of one hundred and eighty days (180) from the date of this resolution for the Riverwalk Development Project.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-117 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

Fort Monmouth Business Center, LLC

1000 Sanger Avenue, Oceanport NJ 07757

March 3, 2025

Ms. Stephanie Kramer, Deputy Borough Clerk

Ms. Donna Phelps, Borough Administrator

RE: Request for Early Construction Hours for RiverWalk Project

Dear Ms. Kramer and Ms. Phelps,

I am writing on behalf of Fort Monmouth Business Center, LLC, regarding our ongoing RiverWalk development project in Oceanport. We respectfully request permission to begin construction work at 7:00 AM rather than the 8:00 AM time stipulated in the borough's noise ordinance.

This request is necessary due to the extensive site work required for this project. Our contractors need adequate setup time each morning to ensure safe and efficient operations throughout the day. Starting one hour earlier would significantly improve our ability to coordinate deliveries, prepare equipment, and organize work crews before full construction activities commence.

To minimize any inconvenience to nearby residents, we commit to the following conditions:

- No construction activities will take place within 100 feet of Barton Avenue during these early morning hours
- Particularly noisy operations will be scheduled after 8:00 AM whenever possible
- Site supervisors will actively monitor noise levels during the 7:00 AM to 8:00 AM timeframe

We understand the importance of maintaining good relationships with the community and will make every effort to be considerate neighbors throughout the construction process. This accommodation would greatly assist our timeline while allowing us to maintain the quality standards expected for this project.

Thank you for your consideration of this request. I am available to discuss any questions or concerns you may have and can be reached at (732) 687-1200.

Sincerely,

Christopher Ilvento
Fort Monmouth Business Center, LLC

RESOLUTION OF THE BOROUGH OF OCEANPORT AWARDING A CONTRACT FOR THE COLLECTION OF SOLID WASTE & RECYCLABLES TO SUBURBAN DISPOSAL

Resolution #2025-118
3/20/25

WHEREAS, the Borough of Oceanport solicited bids in connection with Solid Waste Collection and Disposal Services and Recycling Collection and Disposal; and

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

WHEREAS, in response to the subject bid solicitation process, the Borough of Oceanport received two (2) bids; and

WHEREAS, the Borough Engineer and Borough Attorney reviewed the bids and the Borough Engineer prepared a written summation of the submitted proposals; and

WHEREAS, bids were received with four (4) options in order to permit Mayor and Council to have cost saving options to choose from; and

WHEREAS, the Borough Council has considered same and now desires to proceed Proposal C which removes the Saturday pickup and addresses the numerous complaints pertaining to recycling and sufficiency of the number of pickups. This option will include public education as it will reduce the zones down to two and increase recycling pickups to weekly; and

WHEREAS, the lowest responsible bid was submitted by Suburban Disposal Inc., hereinafter referred to as "Contractor" in the sum of \$955,000.00 bid amount for two years, with three one-year options in the amounts of \$499,000.00, \$508,000.00, and \$517,000.00, respectively; and

WHEREAS, this contract entails both the collection and disposal of solid waste, together with curbside collection and disposal of recyclables, being aluminum, glass, bimetal, plastic, newspaper and cardboard; and

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

WHEREAS, the Borough shall provide sufficient funds in its annual budget for each of the five (5) years for the purpose of fulfilling the terms and conditions of this contract; and

WHEREAS, awarding such a Contract to Suburban Disposal Inc. will be in the best interest of the Borough and its residents,

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

1. That the Borough of Oceanport is hereby authorized to award the solid waste collection and disposal services and collection and disposal services of recyclables to Suburban Disposal Inc. subject to conditions set forth herein.
2. That the said Contract shall be in the sum of \$955,000.00 bid amount for two years, with three one-year options in the amounts of \$499,000.00, 508,000.00, \$517,000.00, respectively; and
3. That the within award of Contract shall be contingent upon the Contractor submitting appropriate Performance Security, which guarantees shall be approved as to form by the Borough Attorney.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign any and all documents necessary to effectuate the intentions of the within Resolution - including, but not limited to, the Contract, subject to the Certification of Funds by the Chief Financial Officer.

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

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

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify that funds for the purpose stated herein are subject to sufficient funds being appropriated in the annual budget for each year of the contract.

Catherine D. LaPorta

CATHERINE D. LaPORTA, CFO

Motion:	Second:			
ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-118 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

March 3, 2025

VIA EMAIL & HAND-DELIVERY

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

Recommendation of Award
Solid Waste and Recycling Collection Service
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Project No.: OPB-0193

Dear Mayor and Council Members,

Bids for the above-referenced project were received at the Borough Hall on Thursday, February 27, 2025 at 2:00pm. The contract was bid out with four options in order to permit Mayor and Council to have cost saving options to choose from. The following matrix provides a summary of the four proposals.

PROPOSAL	NUMBER OF SOLID WASTE DISTRICTS	NUMBER OF RECYCLING DISTRICTS	SOLID WASTE COLLECTION FREQUENCY	RECYCLING COLLECTION FREQUENCY
A	3	2	Twice weekly	Twice a month
B	2	2	Twice weekly	Twice a month
C	2	2	Twice weekly	Once a week
D	2	2	Once a week	Twice a month

Proposal A is the schedule the Borough currently has in place. Proposal B reduces the number of Garbage collection zones to two which eliminates Saturday collection. Proposal C provides for the two zones for solid waste collection and adds weekly recycling collection for the entire Borough. Proposal D reduces the Garbage collection to once a week and recycling collections to twice a month. The borough would have to provide two large (95 gallon) cart cans to each property. Donna Phelps has obtained a State Contract proposal to provide 3,000 trash and 3,000 recycling cart cans at a cost of \$355,500.00 which includes assembly and distribution.

A total of two (2) bids were received at the bid opening. Jersey Specialized Hauling, Inc. made a mathematic error in their calculation of Proposal C, Fifth Year Bid. This does not affect the order of the bidders.

Our office has reviewed the bids and found them to be in order. Attached to this letter is a copy of the Bid Tabulation. A comparison of bids based on the base bid of two years and the maximum contract duration of five years are as follows:

2 Year Total of Solid Waste and Recycling Collection

PROPOSAL	Suburban Disposal Inc.	Jersey Specialized Hauling, Inc.
A	\$974,000.00	\$1,439,266.00
B	\$909,600.00	\$1,200,185.00
C	\$955,000.00	\$1,371,259.00
D	\$1,236,800.00	\$781,604.00

5 Year Total of Solid Waste and Recycling Collection

PROPOSAL	Suburban Disposal Inc.	Jersey Specialized Hauling, Inc.
A	\$2,498,000.00	\$3,850,272.00
B	\$2,371,000.00	\$3,210,682.00
C	\$2,449,000.00	\$3,668,333.00*
D	\$3,226,800.00	\$2,093,586.00

***Mathematical Error**

The lowest responsive bidder for Proposals A, B, & C is Suburban Disposal, Inc., the current contractor for the Borough. The lowest responsive bidder for Proposal D is Jersey Specialized Hauling, Inc.

The bid specifications were set up for a two-year contract with up to three (3) one-year renewals. This method allows the Borough to rebid the contract should circumstances change that are in favor of the Borough prior to renewing for years 3-5. The total cost for the two-year contract period is included in the Bid Tabulation. Our recommendation would be for the Mayor and Council to award Proposal C which removes the Saturday pickup and addresses the numerous complaints pertaining to recycling and sufficiency of the number of pickups. This option would require public education as it would reduce the zones down to two and increase recycling pickups to weekly.

Subject to approval from the Borough Attorney and verification of the availability of funds, Colliers Engineering & Design, Inc. recommends that the Borough award a contract to Suburban Disposal, Inc. for Proposal C for the base bid (two years) in the amount of \$955,000.00.

We have enclosed the **original** bid documents and a Bid Tabulation for review by you and the Borough Attorney. In accordance with the Local Public Contracts Law, the Award of Contract must be made within sixty (60) days from the date of opening of the bids.

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

Sincerely,

Colliers Engineering & Design, Inc.



William H. R. White, III, P.E., P.P., CME, CFM, CPWM
Oceanport Borough Engineer

WHW/hlo
Enclosures

cc: Donna Phelps, Borough Administrator (w/bid tab via email)
Stephanie Kramer, Deputy Borough Clerk (w/bid tab via email)
Katie LaPorta, CFO (w/bid tab via email)

R:\Projects\M-P\Opb\OPB0193\Correspondence\OUT\250303_whw_Tvrdik_Recommendation of Award.docx



Project Name: Solid Waste and Recycling Collections Service
City, State Borough of Oceanport, NJ
Project # OPB0193

William H.R. White, III, P.E., P.P., CME, CFM, CPWM
N.J. P.E. License No. 3826300

Bid Opening: February 27, 2025 at 2:00pm

*I hereby certify that this is a true copy of the bids
received on February 27, 2025*

Suburban Disposal, Inc.	Jersey Specialized Hauling, Inc.
5299 Asbury Avenue	P.O. Box 608
Tinton Falls, NJ 07753	Old Bridge, NJ 08857
Proposal A - Three (3) Garbage Districts and Two (2) Recycling Districts	
YEAR 1	
Furnish Basic Solid Waste Collection Services	\$392,000.00
Furnish Basic Recycling Collection Services	\$92,000.00
Subtotal	\$484,000.00
YEAR 2	
Furnish Basic Solid Waste Collection Services	\$396,000.00
Furnish Basic Recycling Collection Services	\$94,000.00
Subtotal	\$490,000.00
YEAR 3	
Furnish Basic Solid Waste Collection Services	\$403,000.00
Furnish Basic Recycling Collection Services	\$96,000.00
Subtotal	\$499,000.00
YEAR 4	
Furnish Basic Solid Waste Collection Services	\$408,000.00
Furnish Basic Recycling Collection Services	\$100,000.00
Subtotal	\$508,000.00
YEAR 5	
Furnish Basic Solid Waste Collection Services	\$415,000.00
Furnish Basic Recycling Collection Services	\$102,000.00
Subtotal	\$517,000.00
TWO YEAR BASE BID TOTAL	\$974,000.00
FIVE YEAR OPTIONAL GRAND TOTAL (INCLUDES 2 YEAR BASE BID AND OPTIONAL YEAR THREE, FOUR AND FIVE)	\$2,498,000.00
	\$3,850,272.00

Project Name: Solid Waste and Recycling Collections Service
City, State Borough of Oceanport, NJ
Project # OPB0193

Bid Opening: February 27, 2025 at 2:00pm



William H.R. White, III, P.E., P.P., CME, CFM, CPWM
N.J. P.E. License No. 3826300

*I hereby certify that this is a true copy of the bids
received on February 27, 2025*

		Suburban Disposal, Inc.	Jersey Specialized Hauling, Inc.
		5299 Asbury Avenue	P.O. Box 608
		Tinton Falls, NJ 07753	Old Bridge, NJ 08857
Proposal B - Two (2) Garbage Districts and Two (2) Recycling Districts			
YEAR 1	Furnish Basic Solid Waste Collection Services	\$353,600.00	\$458,287.00
	Furnish Basic Recycling Collection Services	\$96,000.00	\$128,601.00
	Subtotal	\$449,600.00	\$586,888.00
YEAR 2	Furnish Basic Solid Waste Collection Services	\$364,000.00	\$478,909.00
	Furnish Basic Recycling Collection Services	\$96,000.00	\$134,388.00
	Subtotal	\$460,000.00	\$613,297.00
YEAR 3	Furnish Basic Solid Waste Collection Services	\$374,400.00	\$500,459.00
	Furnish Basic Recycling Collection Services	\$98,400.00	\$140,435.00
	Subtotal	\$472,800.00	\$640,894.00
YEAR 4	Furnish Basic Solid Waste Collection Services	\$384,800.00	\$522,979.00
	Furnish Basic Recycling Collection Services	\$103,000.00	\$146,754.00
	Subtotal	\$487,800.00	\$669,733.00
YEAR 5	Furnish Basic Solid Waste Collection Services	\$395,200.00	\$546,513.00
	Furnish Basic Recycling Collection Services	\$105,600.00	\$153,357.00
	Subtotal	\$500,800.00	\$699,870.00
TWO YEAR BASE BID TOTAL		\$909,600.00	\$1,200,185.00
FIVE YEAR OPTIONAL GRAND TOTAL (INCLUDES 2 YEAR BASE BID AND OPTIONAL YEAR THREE, FOUR AND FIVE)		\$2,371,000.00	\$3,210,682.00

Project Name: Solid Waste and Recycling Collections Service
City, State Borough of Oceanport, NJ
Project # OPB0193

Bid Opening: February 27, 2025 at 2:00pm



William H.R. White, III, P.E., P.P., CME, CFM, CPWM
N.J. P.E. License No. 3826300

*I hereby certify that this is a true copy of the bids
received on February 27, 2025*

Proposal C - Two (2) Garbage Districts and Two (2) Recycling Districts		Suburban Disposal, Inc.	Jersey Specialized Hauling, Inc.
		5299 Asbury Avenue	P.O. Box 608
		Tinton Falls, NJ 07753	Old Bridge, NJ 08857
YEAR 1	Furnish Basic Solid Waste Collection Services	\$370,000.00	\$458,287.00
	Furnish Basic Recycling Collection Services	\$104,000.00	\$212,256.00
	Subtotal	\$474,000.00	\$670,543.00
YEAR 2	Furnish Basic Solid Waste Collection Services	\$375,000.00	\$478,909.00
	Furnish Basic Recycling Collection Services	\$106,000.00	\$221,807.00
	Subtotal	\$481,000.00	\$700,716.00
YEAR 3	Furnish Basic Solid Waste Collection Services	\$382,000.00	\$500,459.00
	Furnish Basic Recycling Collection Services	\$108,000.00	\$231,788.00
	Subtotal	\$490,000.00	\$732,247.00
YEAR 4	Furnish Basic Solid Waste Collection Services	\$387,000.00	\$522,979.00
	Furnish Basic Recycling Collection Services	\$110,000.00	\$242,218.00
	Subtotal	\$497,000.00	\$765,197.00
YEAR 5	Furnish Basic Solid Waste Collection Services	\$395,000.00	\$546,513.00
	Furnish Basic Recycling Collection Services	\$112,000.00	\$253,117.00
	Subtotal	\$507,000.00	\$799,630.00
TWO YEAR BASE BID TOTAL		\$955,000.00	\$1,371,259.00
FIVE YEAR OPTIONAL GRAND TOTAL (INCLUDES 2 YEAR BASE BID AND OPTIONAL YEAR THREE, FOUR AND FIVE)		\$2,449,000.00	\$3,668,333.00

**Mathematical Error Corrected*

Project Name: Solid Waste and Recycling Collection Service
City, State Borough of Oceanport, NJ
Project # OPB0193

Bid Opening: February 27, 2025 at 2:00pm



William H.R. White, III, P.E., P.P., CME, CFM, CPWM
N.J. P.E. License No. 3826300

*I hereby certify that this is a true copy of the bids
received on February 27, 2025*

Proposal D - Two (2) Garbage Districts and Two (2) Recycling Districts		Suburban Disposal, Inc.	Jersey Specialized Hauling, Inc.
		5299 Asbury Avenue	P.O. Box 608
		Tinton Falls, NJ 07753	Old Bridge, NJ 08857
YEAR 1	Furnish Basic Solid Waste Collection Services	\$416,000.00	\$283,968.00
	Furnish Basic Recycling Collection Services	\$192,000.00	\$98,724.00
	Subtotal	\$608,000.00	\$382,692.00
YEAR 2	Furnish Basic Solid Waste Collection Services	\$436,800.00	\$296,746.00
	Furnish Basic Recycling Collection Services	\$192,000.00	\$103,166.00
	Subtotal	\$628,800.00	\$399,912.00
YEAR 3	Furnish Basic Solid Waste Collection Services	\$452,400.00	\$310,099.00
	Furnish Basic Recycling Collection Services	\$201,600.00	\$107,808.00
	Subtotal	\$654,000.00	\$417,907.00
YEAR 4	Furnish Basic Solid Waste Collection Services	\$457,600.00	\$324,053.00
	Furnish Basic Recycling Collection Services	\$204,000.00	\$112,659.00
	Subtotal	\$661,600.00	\$436,712.00
YEAR 5	Furnish Basic Solid Waste Collection Services	\$468,000.00	\$338,635.00
	Furnish Basic Recycling Collection Services	\$206,400.00	\$117,728.00
	Subtotal	\$674,400.00	\$456,363.00
TWO YEAR BASE BID TOTAL		\$1,236,800.00	\$782,604.00
FIVE YEAR OPTIONAL GRAND TOTAL (INCLUDES 2 YEAR BASE BID AND OPTIONAL YEAR THREE, FOUR AND FIVE)		\$3,226,800.00	\$2,093,586.00

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE APPOINTMENT OF KIMBERLY JUNGFER AS PART TIME DEPUTY BOROUGH ADMINISTRATOR**

**Resolution #2025-119
03/20/25**

WHEREAS, Kimberly Jungfer was appointed as part time Borough Clerk due to unforeseen circumstances in the Borough Clerk's Office; and

WHEREAS, due to those circumstances the Borough Administrator has taken responsibility for the Mayor and Council meeting agendas and requires administrative support in those duties; and

WHEREAS, the Borough Administrator recommends that Ms. Jungfer continue to provide administrative support for the Planning Board and attend twice monthly meetings and special meetings as needed; and

WHEREAS, the Borough Administrator has recommended the appointment of Kimberly Jungfer as Part Time Deputy Borough Administrator due to her vast experience and the Finance & Administration Committee having reviewed same agrees with the recommendation of the Borough Administrator; and

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

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

1. The appointment of Kimberly Jungfer as Part Time Deputy Borough Administrator is hereby approved effective March 1, 2025.
2. A salary of \$50.00 per hour.

BE IT FURTHER RESOLVED, that a certified true copy of the within Resolution be furnished to the Borough Administrator, the Chief Financial Officer, Kimberly Jungfer and the payroll clerk.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-119 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK

Ordinance #1106

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 371, "TREES" INCORPORATING THE REQUIREMENTS OF THE BOROUGH'S NJDEP TIER ONE MUNICIPAL STORMWATER GENERAL PERMIT

WHEREAS, trees play a critical role in the water cycle where they reduce soil erosion and pollutant runoff, promote infiltration of rainwater into the soil, and protect the environment, public health, safety, and welfare; and

WHEREAS, the NJDEP revised the Tier A Municipal Stormwater General Permit in 2023, which also reclassified all municipalities into the Tier A; and

WHEREAS, the 2023 Tier A MS4 permit renewal requires permittees to adopt and enforce a community-wide ordinance to control tree removal and replacement; and

WHEREAS, the Borough Council believes it is in the best interest of its residents to amend and update its tree replacement requirements in order to comply with the requirements of its Tier A MS 4 stormwater permit and to meet the NJDEP's standards regarding tree removal.

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Oceanport, County of Monmouth and State of New Jersey, hereby amends Chapter 371-2 of the Borough Code entitled Trimming or removal of public trees by the addition of a new Section 307-2, to read, in full, as follows:

SECTION I. Purpose:

An ordinance to establish requirements for tree removal and replacement in **Borough of Oceanport** to reduce soil erosion and pollutant runoff, promote infiltration of rainwater into the soil, and protect the environment, public health, safety, and welfare.

SECTION II. Definitions:

For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this ordinance clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The use of the word "shall" mean the requirement is always mandatory and not merely directory.

A. "Applicant" means any "person," as defined below, who applies for approval to remove trees regulated under this ordinance.

B. "Critical Root Radius (CRR)" – means the zone around the base of a tree where the majority of the root system is found. This zone is calculated by multiplying the diameter at breast height (DBH) of the tree by 1.5 feet. For example: a tree with a 6" DBH would have a CRR = 6"x1.5' = 9'.

C. "Diameter at Breast Height (DBH)" means the diameter of the trunk of a mature tree measured at a point four and a half feet above ground level from

the uphill side of the tree. For species of trees where the main trunk divides below the ½ foot height, the DBH shall be measured at the highest point before any division.

D. “Hazard Tree” means a tree or limbs thereof that meet one or more of the criteria below. Trees that do not meet any of the criteria below and are proposed to be removed solely for development purposes are not hazard trees.

1. Has an infectious disease or insect infestation;
2. Is dead or dying;
3. Obstructs the view of traffic signs or the free passage of pedestrians or vehicles, where pruning attempts have not been effective;
4. Is causing obvious damage to structures (such as building foundations, sidewalks, etc.); or
5. Is determined to be a threat to public health, safety, and/or welfare by a certified arborist or Licensed Tree Expert (LTE).

E. “Person” means any individual, resident, corporation, utility, company, partnership, firm, or association.

F. “Planting strip” means the part of a street right-of-way between the public right-of-way and the portion of the street reserved for vehicular traffic or between the abutting property line and the curb or traveled portion of the street, exclusive of any sidewalk.

G. “Resident” means an individual who resides on the residential property or contractor hired by the individual who resides on the residential property where a tree(s) regulated by this ordinance is removed or proposed to be removed.

H. “Street Tree” means a tree planted in the sidewalk, planting strip, and/or in the public right-of-way adjacent to (or specified distance from) the portion of the street reserved for vehicular traffic. This also includes trees planted in planting strips within the roadway right-of-way, i.e., islands, medians, pedestrian refuges.

I. “Tree” means a woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

J. “Tree Caliper” means the diameter of the trunk of a young tree, measured six (6) inches from the soil line. For young trees whose caliper exceeds four (4) inches, the measurement is taken twelve (12) inches above the soil line.

k. "Tree removal" means to kill or to cause irreparable damage that leads to the decline and/or death of a tree. This includes, but is not limited to, excessive pruning, application of substances that are toxic to the tree, over-mulching or improper mulching, and improper grading and/or soil compaction within the critical root radius around the base of the tree that leads to the decline and/or death of a tree. Removal does not include responsible pruning and maintenance of a tree, or the application of treatments intended to manage invasive species.

L. "Tree Removal Permit - A permit approved by the Borough and duly issued by the Borough Zoning officer or designee according to the terms of this chapter. The permit consists of a written letter acknowledging which trees have been approved for removal and is accompanied by a permit sign to be posted publicly. The permit may also include additional compliance requirements such as a replanting agreement or landscape plan.

SECTION III. Regulated Activities:

A. Application Process:

1. Any person planning to remove a street tree, as defined as Tree removal, with DBH of 2.5" or more or any non-street tree with DBH of 6" or more on their property shall submit a Tree Removal Application to Zoning Official. No tree shall be removed until municipal officials have reviewed and approved the removal.
2. The application will be on a form provided by Zoning office.
3. The application must be accompanied by a recent survey showing the location and sizes of the trees to be removed and replaced.
4. Application for any tree removal or replacement that is the result of work or development to go before the Zoning or Planning boards will be referred by the Zoning Officer to the board secretary and engineer. The Board will review and mention any modifications or approval in the resolution of approval issued.
 - a. The Board may request professional tree surveys and or site plans be provided for review.
5. Application Fee
 - a. The application review fee is \$50, due before any review is performed by the Zoning Officer. The fee is per application and only good for one block and lot parcel.
 - b. A re-review fee of \$25 is required for plan resubmittals after rejected application. The Zoning Office can waive this fee if the review time is determined to be minimal.
 - c. The fee for governmental bodies removing or relocating trees on public land is waived.
 - d. The review fee for application going to the Zoning or Planning board will be charged via the professional's rate approved by the board and charged to the escrow account.

B. Tree Replacement Requirements

1. Any person who removes one or more street tree(s) with a DBH of 2.5" or more, unless exempt under Section IV, shall be subject to the requirements of the Tree Replacement Requirements Table below.
2. Any person who removes one or more tree(s), as defined as Tree removal, with a DBH of 6" or more, unless otherwise detailed under Section IV, shall be subject to the requirements of the Tree Replacement Requirements Table.
3. The species type and diversity of replacement trees shall be in accordance with Appendix A

Replacement tree(s) shall:

1. Be replaced in kind with a tree that has an equal or greater DBH than tree removed or meet the Tree Replacement Criteria in the table below;
2. Be planted within twelve (12) months of the date of removal of the original tree(s) or at an alternative date specified by the municipality;
3. Be monitored by the applicant for a period of two (2) years to ensure their survival and shall be replaced as needed within twelve (12) months; and
4. Shall not be planted in temporary containers or pots, as these do not count towards tree replacement requirements.

Tree Replacement Requirements Table:

Category	Tree Removed (DBH)	Tree Replacement Criteria (See Appendix A)	Dollar Amount per Tree removed if tree cannot be replanted
1	DBH of 2.5" (for street trees) or 6" (for non-street trees) to 12.99"	Replant 1 tree with a minimum tree caliper of 1.5" to 2" for each tree removed	\$275 for each tree removed
2	DBH of 13" to 22.99"	Replant 2 trees with minimum tree calipers of 1.5" to 2" for each tree removed	\$550 for each tree removed
3	DBH of 23" to 32.99"	Replant 3 trees with minimum tree calipers of 1.5" to 2" for each tree removed	\$1500 per each tree removed
4	DBH of 33" or greater	Replant 4 trees with minimum tree calipers of 1.5" to 2" for each tree removed	\$2,000 for each tree removed

C. Replacement Alternatives:

1. If the municipality determines that some or all required replacement trees cannot be planted on the property where the tree removal activity occurred, then the applicant shall do one of the following:
 - a. Plant replacement trees in a separate area(s) approved by the municipality or Shade Tree Committee.
 - b. Pay a fee the in the Tree Replacement Requirement table, per tree removed. This fee shall be deposited into a municipal fund dedicated to tree planting and continued maintenance of the trees.

D. New plantings.

1. Any new tree that is not an invasive species or prohibited by the state, county, or this borough may be planted by a property owner where they wish on their lot with the following conditions.
 - A. The tree shall be outside of the public easement.
 - B. The trees must conform with all zoning provisions of the Borough code including what is deemed a fence.
2. In all new developments, renovations, including building lifts, substantial improvements, and the construction of additions of which shall have commenced following the effective date of this chapter, trees shall be planted by the developer on each side of a lot fronting a street therein, providing one tree in every 50 foot section. As an example, a corner lot with two 100-foot frontages on public streets would plan a minimum of 4 trees. Such trees shall be at least 1.5" to two inches in diameter. The tree shall be outside of the public easement and in front of the building.
3. Such trees shall be as listed in Appendix A, planted while in a dormant state and properly staked, with topsoil sufficient to cover all roots. Said trees shall be in good growing condition at the end of one year or shall be replaced by the developer in accordance with this chapter. The Shade Tree Committee shall direct the placement, planting, and selection of trees in all new developments and shall certify its approval thereof to the Planning Board and the Mayor and Council. The location of such new plantings or replacements shall be such that, wherever possible, conflict or interference with existing overhead or underground utilities or other facilities will be avoided. No new plantings shall be made in the area between sidewalks and curbs, nor shall any such existing plantings be replaced.

E. Inspections

1. The applicant upon completing the planting of the new trees shall request an inspection from the Zoning Official on the appropriate form provided by the official.
2. Failure to request an inspection before the 12-month time limit to replant will result in a requirement to reapply with a full fee amount.
3. Failure to complete the planting actions without inspection after reapplying for a second permit will result in violations and fines detailed in section VI.

4. After two failed inspections for the same permit an inspection fee of \$50 shall be charged for all further inspections requested.

SECTION IV. Exemptions:

All persons shall comply with the tree replacement standard outlined above, except in the cases detailed below. Proper justification shall be provided by the applicant, in writing, via the approved application to the municipality by all persons claiming an exemption.

- A. Tree farms in active operation, nurseries, fruit orchards, and garden centers;
- B. Properties used for the practice of silviculture under an approved forest stewardship or woodland management plan that is active and on file with the municipality;
- C. Any trees removed as part of a municipal or state decommissioning plan. This exemption only includes trees planted as part of the construction and predetermined to be removed in the decommissioning plan.
- D. Any trees removed pursuant to a New Jersey Department of Environmental Protection (NJDEP), or U.S. Environmental Protection Agency (EPA) approved environmental clean-up, or NJDEP approved habitat enhancement plan;
- E. Approved game management practices, as recommended by the State of New Jersey Department of Environmental Protection, Division of Fish, Game and Wildlife;
- F. Hazard trees may be removed with no fee or replacement requirement if meeting one of the requirements below and approved by the reviewing officer.
 - a. Hazard trees to have proper justification by a NJ Licensed Tree Expert, Arborist, or NJ Statue 45:15C-11
 - b. Proof of the hazard tree with color photos and written statement from the owner or contractor demonstrating the trees are in severe decline, diseased, or damaged such that they cannot, or should not, be saved.

SECTION V. Enforcement:

This ordinance shall be enforced by the Borough Administrator or any authorized employee of the Construction, Code Enforcement, Public Works, Police Department or

any person or persons designated by the Mayor and Borough Council for that purpose, during the course of ordinary enforcement duties.

SECTION VI. Violations and Penalties:

The failure to obtain a tree replacement permit, replace a tree or make a payment as required by the Ordinance shall be subject to a fine of up to \$2,000.00 per violation but in no event, shall the fine be less than the amount of the required replacement tree(s) and cost of planting.

SECTION VIII. Severability:

Each section, subsection, sentence, clause, and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause, and phrase, and finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause or reason shall not affect any other portion of this Ordinance.

SECTION IX. Effective Date:

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

APPROVED ON FIRST READING

DATED: March 6, 2025

STEPHANIE KRAMER

Deputy Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING:

DATED:

STEPHANIE KRAMER

Deputy Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____

THOMAS J. TVRDIK

Mayor

Appendix A

Approved list of Replacement tree Species and Planting Standards for Borough of Oceanport

Recommended Native Species

[Alder, Gray](#)
[Beech, American](#)
[Birch, Cherry](#)
[Birch, Gray](#)
[Birch, River](#)
[Buckeye, Ohio](#)
[Cherry, Black](#)
[Cherry, Choke](#)
[Coffee Tree, Kentucky](#)
[Cypress, Bald](#)
[Elm, American](#) (resistant selections only)
[Gum, Sour](#)
[Gum, Sweet](#)
[Hackberry, Common](#)
[Hickory, Bitternut](#)
[Hickory, Mockernut](#)
[Hickory, Pignut](#)
[Hickory, Shagbark](#)
[Hornbeam, American](#)
[Hop Hornbeam, American](#)
[Linden, American](#)
[Maple, Black](#)
[Maple, Red](#)
[Oak, Basket](#)
[Oak, Blackjack](#)
[Oak, Black](#)
[Oak, Bur](#)
[Oak, Chestnut](#)
[Oak, Laurel](#)
[Oak, Northern](#)
[Oak, Pin](#)
[Oak, Post](#)
[Oak, Red \(NJ State Tree\)](#)
[Oak, Shingle](#)
[Oak, Spanish](#)
[Oak, Swamp White](#)
[Oak, White](#)
[Oak, Willow](#)
[Pine, Loblolly](#)

Alnus incana
Fagus grandifolia
Betula lenta
Betula populifolia
Betula nigra
Aesculus glabra
Prunus serotina
Prunus virginiana
Gymnocladus dioica
Taxodium distichum
Ulmus americana
Nyssa sylvatica
Liquidambar styraciflua
Celtis occidentalis
Carya cordiformis
Carya tomentosa
Carya glabra
Carya ovata
Carpinus caroliniana
Ostrya virginiana
Tilia americana
Acer nigrum
Acer rubrum
Quercus michauxii
Quercus marilandica
Quercus velutina
Quercus macrocarpa
Quercus montana
Quercus imbricaria
Quercus rubra
Quercus palustris
Quercus stellata
Quercus coccinea
Quercus imbricaria
Quercus falcata
Quercus bicolor
Quercus alba
Quercus phellos
Pinus taeda

[Pine, Pitch](#)
[Sassafras](#)
[Sycamore](#)
[Tulip Tree](#)
[Yellowwood, American](#)

Pinus rigida
Sassafras albidum
Platanus occidentalis
Liriodendron tulipifera
Cladrastis kentukea

The following are Trees, typically smaller than 25' in height at maturity, to be planted in easements or under overhead utilities:

[Alder, Hazel](#)
[Cherry, Choke](#)
[Crabapple, American](#)
[Crabapple, Narrowleaf](#)
[Crabapple, Prairie](#)
[Dogwood, Flowering](#)
[Dogwood, Pagoda](#)
[Fringetree, White](#)
[Moosewood](#)
[Mulberry, Red](#)
[Redbud, Eastern](#)
[Serviceberry, Allegheny](#)
[Serviceberry, Shadblow](#)
[Silverbell, Carolina](#)
[Silverbell, Two-winged](#)
[Silverbell, Mountain](#)
[Sourwood](#)
[Spruce, Black](#)
[Sweetbay](#)

Alnus serrulata
Prunus virginiana
Malus coronaria
Malus angustifolia
Malus ioensis
Cornus florida
Cornus alternifolia
Chionanthus virginicus
Acer pensylvanicum
Morus rubra
Cercis canadensis
hornnchier laevis
Amelancier canadensis
Halesia tetraptera
Halesia diptera
Halesia tetraptera
Oxydendrum arboretum
Picea mariana
Magnolia virginiana

The following are large evergreens for screening:

[Arborvitae, Eastern](#)
[Cedar, Eastern Red](#)
[Fir, Douglas](#)
[Holly, American](#)
[Pine, Eastern White](#)
[Pine, Pitch](#)
[Pine, Shortleaf](#)
[Pine, Jersey](#)
[Spruce, White](#)

Thuja occidentalis
Juniperus virginiana
Pseudotsuga menziesii
Ilex opaca
Pinus strobus
Pinus rigida
Pinus echinata
Pinus virginiana
Picea glauca

The following are tress for occasionally wet sites:

[Birch, Cherry](#)
[Birch, Gray](#)
[Birch, River](#)
[Cedar, Atlantic White](#)
[Cypress, Bald](#)
[Gum, Sour](#)
[Gum, Sweet](#)
[Hornbeam, American](#)

Betula lenta
Betula populifolia
Betula nigra
Chamaecyparis thyoides
Taxodium distichum
Nyssa sylvatica
Liquidambar styraciflua
Carpinus caroliniana

Magnolia, Swamp
Maple, Red
Oak, Pin
Oak, Swamp White
Oak, Willow
Sycamore

Magnolia virginiana
Acer rubrum
Quercus palustris
Quercus bicolor
Quercus phellos
Platanus occidentalis

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION, MARCH 20, 2025**

**Resolution #2025-120
3-20-25**

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

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

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

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

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

1.) The Mayor & Council shall hold a closed meeting from which the public shall be excluded on **November 7, 2024**.

2.) The general nature of the subjects to be discussed at said closed meeting shall be related to

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

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

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

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
O'Brien	()	()	()	()
Salnick	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2025-120 approved by the Oceanport Borough Council at the Regular Meeting held March 20, 2025.

STEPHANIE KRAMER
DEPUTY BOROUGH CLERK