



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

REVISED AGENDA • JULY 20, 2023

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

I. Meeting Called to Order

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

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

IV. Roll Call

V. Proclamation - July 2023 as Lions Club Month

VI. Presentation - Parks & Recreation Committee

1. Oktoberfest

VII. Presentation - New Jersey Sports and Exposition Authority

1. Proposed development of Monmouth Park

VIII. Public Comment on Action Items: At this time, comments are invited on agenda items only. Upon being recognized by the Mayor, anyone wishing to address the Governing Body, please state your name and address. No member of the public may address or question individual Governing Body members or administration. Although public participation is welcomed and encouraged, the governing body may, through the Mayor or presiding officer, terminate remarks to and/or by any individual not keeping with the conduct of a proper and efficient meeting. The Borough bears no responsibility for comments made by members of the public. In order to permit the fair and orderly expression of public comment, questions from the public will be responded to, if feasible, after the public comment portion of the meeting is closed.

IX. Clerk's Report:

Old Business

1. Resolution appointing a Borough Attorney to fill a vacancy
2. Resolution renewing Shared Service with Monmouth Beach for use of vehicle by Fire Official
3. Resolution authorizing Change Order #1 to 2022 Road Program - Mecco Inc
4. Resolution requesting special permission for Tournament Event and Associated uses at Gatta Park
5. Ordinance authorizing vacation and fee conveyance of Leonard Ave
6. Ordinance approving amended municipal boundary with Eatontown on Fort Monmouth
7. An Ordinance Amending Chapter 331 Streets & Sidewalks

New Business

8. Resolution authorizing payment of the July 20, 2023 Bill List
9. Resolution fixing compensation for employees and officials for 2023
10. Resolution appointment of a full time Recreation Coordinator

11. Resolution appointing Shane Carroll as seasonal labor for the Public Works Dept
12. Resolution appointing Jay Swoope as seasonal labor for the Public Works Dept
13. Resolution accepting resignation of Adam Fioretti
14. Resolution authorizing Change Order to Contract with Four Star Developers
15. Resolution authorizing waiver of Street Opening Moratorium for Main Street & Hedge Drive
16. Resolution authorizing MOU with FMERA for Engineering Services - Building 555
17. Resolution awarding contract for Engineering Services related to FMERA MOU for Bldg 555 demolition
18. Resolution authorizing execution of an MOU for NJEMGrants Participation
19. Resolution authorizing grant application for Lanternfly Chemical Control Treatment
20. Resolution authorizing contract for fertilization services
21. Resolution authorizing contract for electrical services to Gatta Park
22. Resolution awarding contract to Automated Building Controls for duct insulation work
23. Resolution authoring shared service for purchase of vehicles from Borough of Rumson
24. Resolution authorizing agreement with Monmouth Beach for Use of Leaf Compost
25. Resolution approving First Aid Membership - Bantel, Caitlin
26. Resolution approving First Aid Membership - Cooper, Thurston
27. Resolution approving First Aid Membership - Pfleger, Reiss
28. Resolution amending projected costs for the 2023 MC Open Space Grant Application - Added on Late
29. Resolution authorizing purchase of 1 vehicle for Public Works through State Contract - Added on Late
30. Discussion: Parking Ordinance Amendment Recommendation
31. Discussion: Ordinance establishing Pickleball Court policies
32. Discussion: Lease Agreement for Use of Blackberry Bay Park Facilities

X. Administrator's Report

XI. Mayor's Report

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

XIII. Adjournment



Mayor & Council
910 Oceanport Way
Oceanport, NJ 07757

SCHEDULED

DISCUSSION ITEM (ID # 2875)

Meeting: 07/20/23 07:00 PM
Department: Mayor & Council
Category: Committee
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 2875

6.1

Parks & Recreation Committee Presentation - Oktoberfest

**RESOLUTION OF THE BOROUGH OF OCEANPORT APPOINTING ANDREW BAYER, ESQ. OF
PASHMANSTEIN PC AS BOROUGH ATTORNEY FOR REMAINDER OF CY2023**

Resolution #2023-167
07/20/23

WHEREAS, the Borough of Oceanport has need to fill a vacancy with the resignation of Scott Arnette as Borough Attorney having been honored and named as a Monmouth County Superior Court Judge and could no longer continue with municipal services; and

WHEREAS, Andrew Bayer, the Borough's Affordable Housing Counsel, has been serving as Borough Attorney in the interim;

WHEREAS, the Mayor has recommended and the Borough Council having considered same, now desire to appoint Mr. Bayer to continue serving as Borough Attorney by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B and will continue to serve as Special Counsel for Affordable Housing; and

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

WHEREAS, the anticipated term of this contract is for the period April 1, 2023 through December 31, 2023; and

WHEREAS, Andrew Bayer, Esq., of the firm PashmanStein PC, Bell Works, 101 Crawford's Corner Road, Suite 4202, Holmdel, NJ 07733 has completed and submitted a Business Entity Disclosure Certification and statement of compliance with Oceanport's Pay to Play Ordinance which certifies that PashmanStein PC has not made any reportable contributions to a political or candidate committee in the Borough of Oceanport in the previous one year, and the contract will prohibit PashmanStein PC from making any reportable contributions through the term of the contract; and

WHEREAS, funds are available for the stated purpose in the 2023 municipal budget as indicated by the Chief Financial Officer'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. Andrew Bayer of the firm PashmanStein PC be and is hereby appointed to continue serving as Borough Attorney filling the vacancy left by Mr. Arnette for the period April 1, 2023 through December 31, 2023 for a maximum contract amount not to exceed \$65,000 at an hourly rate of \$190 per hour.
2. The law firm of PashmanStein, PC is prohibited from making any contribution to a political or candidate committee during the term of this appointment.

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

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

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 #01-201-20-155-218 for an amount not to exceed \$65,000.00


Catherine D. LaPorta, CFO

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING RENEWAL OF THE SHARED SERVICES AGREEMENT WITH THE BOROUGH OF
MONMOUTH BEACH FOR USE OF A VEHICLE FOR THE OCEANPORT FIRE OFFICIAL/MONMOUTH
BEACH FIRE CHIEF FOR CY2023**

Resolution #2023-181
07/20/23

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

WHEREAS, the Borough of Oceanport entered into an Interlocal Services Agreement with the Borough of Monmouth Beach for the use of a vehicle for the Oceanport Fire Official/Monmouth Beach Fire Chief pursuant with Resolution #2022-199; and

WHEREAS, both Boroughs desire to renew the agreement for one year for the period January 1, 2023 through December 31, 2023; and

WHEREAS, the cost for said services will be paid by the Borough of Oceanport in the amount of \$3,000.00 for CY2023,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute a one-year renewal of the Shared Services Agreement referenced herein between the Borough of Oceanport and the Borough of Monmouth Beach for use of the Borough of Monmouth Beach's Fire Chief vehicle.

**RESOLUTION AUTHORIZING RENEWAL OF A SHARED
SERVICES AGREEMENT BETWEEN THE BOROUGH OF
MONMOUTH BEACH AND THE BOROUGH OF OCEANPORT**

WHEREAS the Borough of Monmouth Beach, Monmouth County, New Jersey desires to renew the existing Interlocal Services Agreement with the Borough of Oceanport for the use of a vehicle for the Oceanport Fire Official/Monmouth Beach Fire Chief; and

WHEREAS, the Borough of Oceanport's Fire Official is currently the Fire Chief for the Borough of Monmouth Beach volunteer fire department and has been assigned a vehicle for that role which is currently being used while performing the duties of the Oceanport Fire Official; and

WHEREAS, the Borough of Monmouth Beach and the Borough of Oceanport are desirous of entering into a Shared Services Agreement effective January 1, 2023 for the Borough of Oceanport's use of the Borough of Monmouth Beach's Fire Chief Vehicle for use by Oceanport's Fire Official; and

WHEREAS, the use of the vehicle has been agreed upon for the amount of \$3,000.00 for CY2023 by the Borough of Oceanport; and

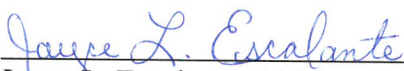
WHEREAS; it is in the best interest of the Borough of Monmouth Beach and the Borough of Oceanport to enter into this Shared Services Agreement;

NOW THEREFORE, BE IT RESOLVED that the Shared Services Agreement for use of the Borough of Monmouth Beach's Fire Chief's Vehicle is hereby renewed and approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk be and are hereby authorized to execute such an agreement with the Borough of Oceanport.

I hereby certify this to be a Resolution that was duly passed and adopted at a meeting of the Board of Commissioners of the Borough of Monmouth Beach held on May 16, 2023.

ATTEST:



Joyce L. Escalante, RMC
Borough Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF MONMOUTH BEACH AND THE BOROUGH OF
OCEANPORT FOR THE USE OF VEHICLE FOR FIRE OFFICIAL**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes municipalities to contract with each other for shared services; and

WHEREAS, the Borough of Monmouth Beach is a municipal corporation having its principal offices at 18 Willow Ave, in the Borough of Monmouth Beach, Monmouth County, New Jersey; and

WHEREAS, the Borough of Oceanport is a municipal corporation having its principal offices located at 910 Oceanport Way, in the Borough of Oceanport, Monmouth County, New Jersey; and

WHEREAS, the Borough of Oceanport's Fire Official/Marshal has need for a vehicle that is appropriately equipped for the responsibilities of the position including equipment which would require the Borough of Oceanport to appropriate expenses for the procurement, installation and maintenance of such vehicle of approximately \$45,000; and

WHEREAS, the Borough of Oceanport's Fire Official is currently the Fire Chief for the Borough of Monmouth Beach volunteer fire department and has been assigned a vehicle for that role which is currently being used while performing the duties of the Oceanport Fire Official; and

WHEREAS, the Borough of Monmouth Beach and the Borough of Oceanport are desirous of entering into a Shared Services Agreement effective January 1, 2023 for the Borough of Oceanport's use of the Borough of Monmouth Beach's Fire Chief Vehicle for use by Oceanport's Fire Official; and

WHEREAS, the use of the vehicle has been agreed upon for the amount of \$3,000.00 for CY2023 by the Borough of Oceanport; and

WHEREAS; it is in the best interest of the Borough of Monmouth Beach and the Borough of Oceanport to enter into this Shared Services Agreement pursuant with the ;

NOW THEREFORE, IT IS HEREBY AGREED on this 16th day of May, 2023, by and between **THE BOROUGH OF OCEANPORT** in the County of Monmouth, State of New Jersey with their principal offices located at 910 Oceanport Way, Oceanport, New Jersey, 07757 and **THE BOROUGH OF MONMOUTH BEACH** in the County of Monmouth, State of New Jersey with principal offices located at 18 Willow Avenue, Monmouth Beach, New Jersey, 07750, that the Shared Services Agreement for use of the Borough of Monmouth Beach's Fire Chief's Vehicle is as follows:

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

1. Beginning January 1 through December 31, 2023 the costs for the use of the Borough of Monmouth Beach's Fire Chief's vehicle will be \$3,000.00 annum.
2. This agreement expires December 31, 2023. Even so, the Borough of Oceanport may terminate this agreement for breach or any other good cause shown including completion of the Borough of Oceanport's permanent facilities prior to the expiration of this agreement upon thirty (30) days written notice. The Borough of Monmouth Beach may terminate this agreement for breach or any other cause shown, upon thirty (30) days written notice.
3. The Borough of Monmouth Beach shall be and is responsible for the physical maintenance of the vehicle and shall be responsible for any claims concerning physical defects in the arising from persons attending the Borough of Oceanport Municipal Court proceedings. The Borough of Monmouth Beach shall defend, hold harmless and indemnify the Borough of Oceanport, its officers, employees and agents from any such claims and losses arising out of or in connection with alleged physical defects in the facility, the use of which by the Borough of Oceanport is pursuant to this Agreement. The Borough of Oceanport shall notify the Borough of Monmouth Beach if any event occurs which requires or may require defense and/or indemnification.
4. Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
5. This Agreement represents the entire agreement between the Borough of Oceanport and the Borough of Monmouth Beach and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by each party hereto.
6. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.
7. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

The next page is the signature page

IN WITNESS WHEREOF on the seals and date below written:

ATTEST:

BOROUGH OF MONMOUTH BEACH

JOYCE ESCALANTE
Municipal Clerk

DAVID STICKLE
Mayor

BOROUGH OF OCEANPORT

JEANNE SMITH
Municipal Clerk

JOHN F. COFFEY, II
Mayor

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

Resolution #2023-182
07/20/23

WHEREAS, pursuant with adoption of Resolution #2023-050 the Borough of Oceanport awarded a contract to MECO Inc. for the 2022 Road Program for the original sum of \$1,720,863.50; and

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

WHEREAS, there is a need to amend the contract with MECO Inc. as stated in a letter from the Engineer dated June 18, 2023 to include paving of the remainder of the parking lot for Borough property known as 433 Myrtle Ave and occupied by the Port Au Peck Chemical Hose; and

WHEREAS, the original contract of \$1,720,863.50 will be increased by (\$54,680.00) to reflect the amendment; and

WHEREAS, available funds for Change Order #1 have been certified by the Chief Financial Officer from Account #04-215-55--993-A01 as indicated below; and

WHEREAS, based on the foregoing, the Borough Council has determined that it is necessary and appropriate to approve Change Order #1 for a total increase in the amount of \$54,680.00,

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

1. Change Order #1 to increase the contract between the Borough of Oceanport and MECO Inc. by \$54,680.00 is hereby approved.
2. The Mayor and Borough Clerk are hereby authorized to sign the change order on behalf of the Borough.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in Account # 04-215-55-993-A01 not to exceed \$54,680.00 for the above referenced contract change order.


Catherine D. LaPorta, CFO

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



June 18, 2023

VIA EMAIL

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

Change Order No.1
2022 Road Program
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Project No. OPB-0179

Dear Mayor and Council,

Please find the attached Change Order No.1 for your review and approval. The Change order is for the paving of the remainder of the Port Au Peck Chemical Hose Firehouse parking lot.

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

Sincerely,

Colliers Engineering & Design, Inc.
DBA Maser Consulting

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

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

WHW/rd
Enclosure

cc: Jeanne Smith, RMC, Borough Clerk (via email)
Katie LaPorta, CFO (via email)
Nanci Marta, Mecor, Inc. (via email)

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NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER - 1
STATE AID PROJECT

Project	2022 Road Program
Municipality	Borough of Oceanport
County	Mommouth
Contractor	Meco, Inc.

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

- Increased Items

Increased Items				
Item No.	Description	Quantity (+/-)	Unit Price	Amount
PROPOSAL B - FIREHOUSE				
E-1	EXCAVATION, UNCLASSIFIED	320 CY	\$ 19.00	\$ 6,080.00
E-2	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	300 TON	\$ 95.00	\$ 28,500.00
E-3	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	150 TON	\$ 90.00	\$ 13,500.00
E-4	CONCRETE VERTICAL CURB	200 LF	\$ 33.00	\$ 6,600.00
Total Increase				\$ 54,680.00

Decreased Items				
Item No.	Description	Quantity (+/-)	Unit Price	Amount
NONE				
Total Decrease				\$ -

Supplemental Items				
Item No.	Description	Quantity (+/-)	Unit Price	Amount
NONE				
Total Supplemental Items				\$ -

Amount of Original Contract	\$ 1,720,863.50	Extra	\$ 54,680.00
Change Order No. 1 Amount	\$ 54,680.00	Supplemental	\$ 0.00
		Reduction	\$ 0.00
Adjusted Amount Based on Change Order No. 1	\$ 1,775,543.50	Total Change	\$ 54,680.00

% Change in Contract
[(+) Increase or (-) Decrease] 103.18%


Colliers Engineering & Design
(Engineer)

6/16/2023
(Date)

Approved: _____
(District Manager)
(Bureau of Local Aid)

Borough of Oceanport
(Presiding Officer)

(Date)


Meco, Inc.
(Contractor)

(Date)

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A LIMITED WAIVER OF BOROUGH CODES FOR "COPA INDEPENDENCIA, LLC"
TOURNAMENT TO BE HELD ON AUGUST 20, 2023 IN MARIA GATTA PARK**

**Resolution #2023-174
07/20/23**

WHEREAS, Copa Independencia, LLC has submitted a facility use request to hold a tournament at Maria Gatta Park; and

WHEREAS, the Applicant is seeking a temporary waiver from the Borough Council for various zoning and parks and recreation codes in order to permit vehicles in areas not designated for parking including commercial food truck vendors; and

WHEREAS, the Borough Council has considered the following waiver requests:

- § 390 Schedule I Permitted Uses for Zoning District B-1
- § 279-2(D) Prohibited activities
- § 279-2(K) No vehicles except paved park roads or parking areas
- § 279-2(L) No sale of any article or thing nor placement of any stand, car or vehicle for the transportation, sale or display of any such article or thing.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Oceanport that a waiver of the above referenced Borough Codes for the purpose of conducting a tournament at Maria Gatta Park on August 20, 2023 is hereby authorized subject to the following conditions:

1. Provision of Certificates of Insurance naming the Borough of Oceanport as additional insured to the Borough Clerk from the Applicant and all vendors
2. All food vendors shall comply with food handlers permits requirements pursuant with §230-3 of the Borough Code
3. Vehicles shall be placed in locations along the grass areas directly adjacent to the woods and as designated by the Department of Public Works.
4. NO vehicles shall be driven on any fields
5. Subject to payment of all fees pursuant with § 204-13.1 fees for special events requiring First Aid and/or Fire Department presence

ORDINANCE #1078

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AUTHORIZING THE VACATION AND FEE CONVEYANCE OF LEONARD AVENUE (STREET) IN THE BOROUGH OF OCEANPORT

WHEREAS, the Official Tax Map of the Borough of Oceanport (the "Borough"), which map is incorporated herein and made a part hereof as Exhibit A, identifies a 50 foot right-of-way width for Leonard Avenue (Street) in the Borough; and

WHEREAS, the Borough has received a request from the Fort Monmouth Economic Revitalization Authority (FMERA), a body corporate and politic of the State of New Jersey, to vacate and convey any public right and interest in Leonard Avenue (Street); and

WHEREAS, the Borough is authorized to vacate any public rights or interest in Leonard Avenue (Street) pursuant to N.J.S.A. 40:67-1 et seq.; and

WHEREAS, the Borough is authorized to convey any fee interest in Leonard Avenue (Street) to FMERA pursuant to N.J.S.A. 40A:12-13(b)(1); and

WHEREAS, the Mayor and Borough Council have determined that Leonard Avenue (Street) is no longer needed for public purposes and are of the opinion that it is in the best interests of the Borough and its citizenry to vacate and/or convey same; and

WHEREAS, FMERA owns all of the property located on both sides of Leonard Avenue (Street), more specifically identified as Block 105, Lots 1 and 2 and Block 109, Lot 1 on the Official Tax Map of the Borough.

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

Section 1. Any public right or interest in Leonard Avenue (Street) as depicted on the Official Tax Map of the Borough, which is incorporated herein and made a part hereof as Exhibit A, are hereby released, extinguished and vacated.

Section 2. Subject to the reservations set forth herein, the area hereby vacated, from the centerline of the vacated right-of-way, is conveyed to FMERA as the adjoining property owner of, and shall merge, consolidate with, and become a part of the adjoining properties identified as Block 105, Lots 1 and 2 and Block 109, Lot 1 on the Official Tax Map of the Borough.

Section 3. The vacation hereby enacted expressly reserves and excepts from vacation, all rights and privileges heretofore granted to all public utilities as defined by R.S. 48:2-13 and by any cable television company as defined in the "Cable Television Act". P.L. 1972 c. 186 (c.48:5A-1 et. seq.), to maintain, repair and replace their existing facilities in, adjacent to, over or under the area to be vacated.

Section 4. Conveyance of any fee interest of the Borough in Leonard Avenue (Street) is hereby approved and the Borough Clerk and Mayor are hereby authorized and directed to execute a quit claim deed to convey any such interest in Leonard Avenue (Street) to FMERA.

Section 5. The Borough Clerk shall file a certified copy of this Ordinance in the Office of the Monmouth County Clerk in accordance with the provisions of N.J.S.A. 40:67-21.

Section 6. The quit claim deed shall be recorded in the Office of the Monmouth County Clerk.

Section 7. If any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provisions so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

Section 8. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 9. This Ordinance shall take effect upon passage and publication in accordance with applicable law.

APPROVED ON FIRST READING

DATED: July 20, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: July 20, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II

Mayor

ORDINANCE #1079

ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING THE MUNICIPAL BOUNDARY BETWEEN THE BOROUGHS OF OCEANPORT AND EATONTOWN ON FORT MONMOUTH PROPERTY

WHEREAS, while Ft. Monmouth is under the authority of the Fort Monmouth Revitalization Authority ("FMERA") as a local authority for Fort Monmouth, FMERA has requested Langan Engineering to survey, map and determine the engineer's opinion of the municipal boundary between the Borough of Oceanport and the Borough of Eatontown on what was the main post of Fort Monmouth; and

WHEREAS, Joseph Romano, PLS, of Langan Engineering submitted a package to FMERA on August 12, 2019 regarding the Oceanport/Eatontown Municipal Boundary, as reflected on the 2014 Langan ALTA Survey, which mapped the outbound limits of Fort Monmouth; and

WHEREAS, Langan Engineering, based on the placement of the municipal boundary and Chapter 105 of the 1920 New Jersey Legislature Acts of the 144th Legislature, which defined the bounds of Oceanport as the elongation of the center line of Monmouth Road from Turtle Mill Brook to Lafetra's Brook, reaffirmed the boundary between Oceanport and Eatontown on the Fort Monmouth Property, set forth more fully in the attached survey and reproduction of the 1920 legislation attached hereto as Exhibit A.

WHEREAS, the Borough adopted Ordinance #1013 on November 7, 2019 approving the municipal boundary on Fort Monmouth as between the Borough of Oceanport and the Borough of Eatontown as reflected on the 2014 Langan ALTA Survey, which mapped the outbound limits of Fort Monmouth, and based on the placement of the municipal boundary and Chapter 105 of the 1920 New Jersey Legislature Acts of the 144th Legislature, which defined the bounds of Oceanport as the elongation of the center line of Monmouth Road from Turtle Mill Brook to Lafetra's Brook, as set forth more fully in the attached survey and legislation attached hereto and made a part hereof as Exhibit A.

WHEREAS, Fort Monmouth has developed and is in the process of continuing to redevelop and it has become necessary to adjust the previously approved municipal boundary with the Borough of Eatontown in accordance with the map prepared by FMERA dated April 21, 2023 attached hereto as Exhibit B.

NOW, THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of Oceanport, County of Monmouth and State of New Jersey, that the Borough hereby accepts and adopts the municipal boundary as between Oceanport and Eatontown on what was the main post of Fort Monmouth, as reflected on the map prepared by FMERA dated April 21, 2023 attached hereto and made a part hereof as Exhibit B.

BE IT FURTHER ORDAINED, that this Ordinance shall become part of the Borough's Code, as though codified as set forth more fully herein.

All other Ordinances or parts of Ordinances, which are inconsistent herewith, are repealed, only to the extent of such inconsistency. All other parts not inconsistent herewith are ratified and confirmed.

This Ordinance shall become effect immediately upon final passage and publication as required by law.

APPROVED ON FIRST READING

DATED: July 20, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

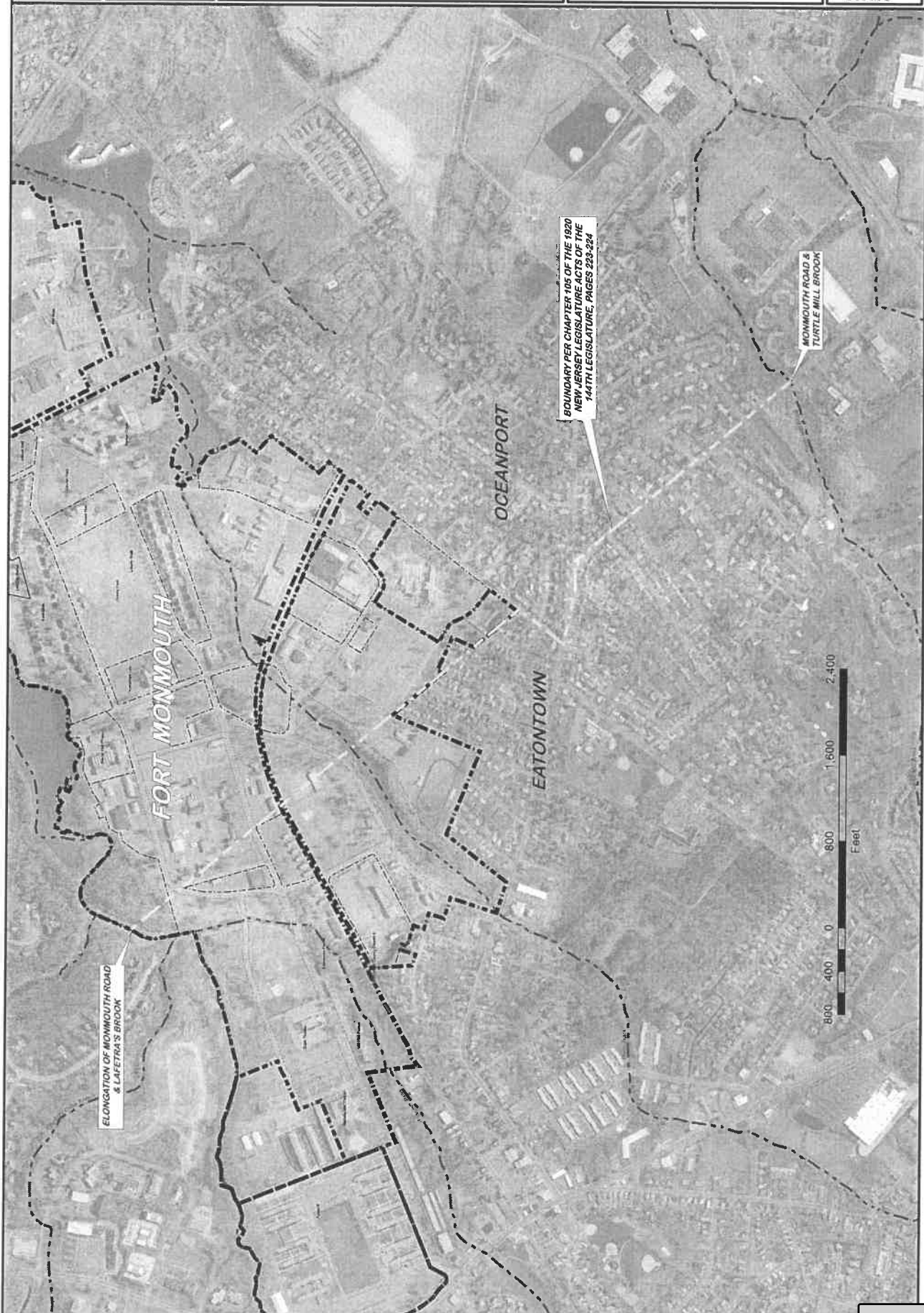
ADOPTED ON SECOND READING

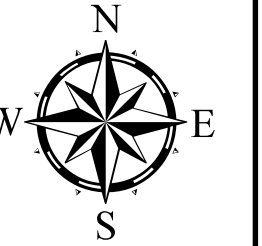
DATED: July 20, 2023

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor



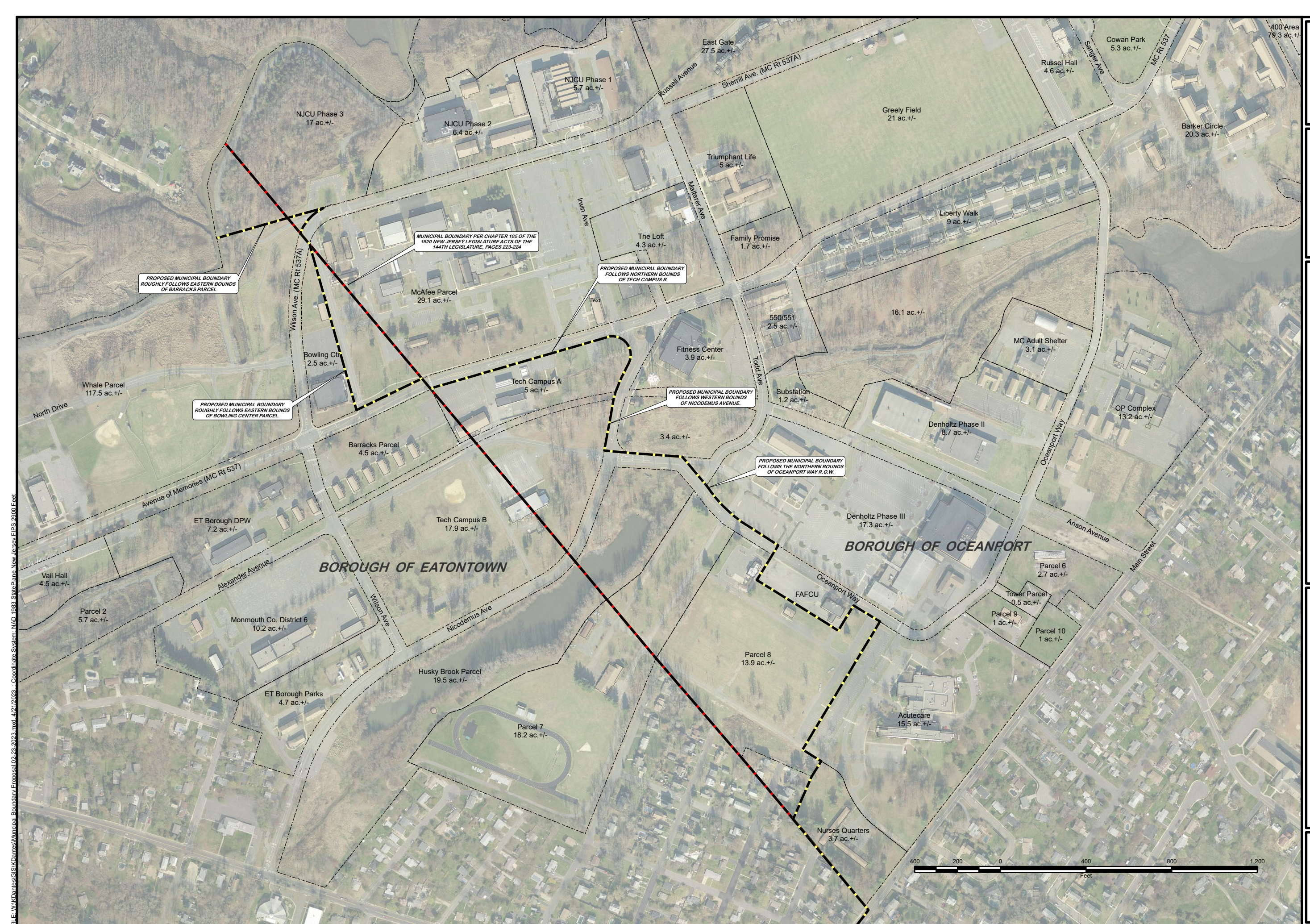


**PROPOSED MUNICIPAL BOUNDARY
FORT MONMOUTH
MAIN POST
MONMOUTH COUNTY, NJ**

For reference purposes only.
Subject to formal survey.
May not account for all existing or future rights-of-way, easements or potential environmental issues.

Prepared By: KEDantes
Date: 4/21/2023

Packet Pg. 31



ORDINANCE #1077

AN ORDINANCE AMENDING CHAPTER 331 "STREETS & SIDEWALKS" OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ESTABLISHING APPLICATION FEE FOR OPENINGS AND DISTURBANCES OF THE BOROUGH'S RIGHT OF WAYS

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

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

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

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

SECTION ONE: Chapter 331 Streets and Sidewalks

§ 331-2. Permit required.

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

- B. Application for a permit shall be made on line using the Borough's application portal.**

§ 331-4. Fees.

- A. Application Fee. A non-refundable fee of twenty-five dollars (\$25) shall be apply.**

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

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

B. C. The ~~Borough Clerk~~ **Department of Public Works** shall forward a copy of each application for a street opening permit to the Oceanport Police Department and, upon receipt thereof, the Chief of Police or his designee shall review the subject application to determine whether traffic control shall be needed during the period of construction. If it is determined that the permittee shall need the assistance of a law enforcement officer to control traffic in the vicinity of the construction site, then the applicant shall be required, in addition to the other fees provided for in this article, to pay to the Borough of Oceanport the prevailing police overtime rate for each hour or part thereof that a member of the Oceanport Police Department will be required to direct traffic at the site.

§ 331-7. Emergency approval.

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

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

- B.** Within the limits of gravel roadways, driveways and parking areas, all trench openings shall be backfilled and compacted as heretofore

noted. The top eight inches shall be backfilled with eight inches of compacted dense-graded aggregate base course as defined in Section 302 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

C. Within the limits of bituminous concrete or bituminous-treated roadways, all trench openings shall be backfilled and compacted as required in Section 301 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. The upper 12 inches of the trench shall receive a temporary repair of six inches of compacted dense-graded aggregate base course as defined in Section 302 of the above-listed specifications, topped with six inches of hot mix asphalt 19M64 base course, as defined in Section 401 of the above-listed specifications.

(1) The temporary pavement shall remain in place until any residual settlement takes place, which time shall not exceed four months. During this time, the permittee shall assure maintenance of the pavement surface level. Manholes, valve boxes or other physical utility obstructions shall have feathered approaches not to exceed a 5% slope where necessary, and pavement lining shall be restored by the permittee for adequate traffic control.

(2) Where 20% or more of the pavement surface has been destroyed or disturbed, final restoration shall consist of milling as designated and final paving with a two-inch overlay of the entire pavement surface width with hot mix asphalt 9.5M64 surface course, as defined in Section 401 of the above-listed specifications. All vertical seams shall receive ~~polymerized joint adhesive~~ infrared treatment.

(3) Where less than 20% of the existing pavement surface has been destroyed or disturbed, final paving shall be as follows: The existing pavement shall be saw-cut back to a clean, straight line approximately 12 inches away from each side of the existing disturbed pavement, and any material within one inch of the proposed surface shall be removed and any depressions filled. Two inches of hot mix asphalt 9.5M64 surface course, as defined above, shall then be placed in the prepared area. All vertical seams shall receive ~~polymerized joint adhesive~~ infrared treatment.

(4) If it is determined, prior to release of the cash repair deposit, by the Borough Engineer that the repair seams are not acceptable, then the area shall receive an infrared treatment to create a seamless repair, at the cost of the Permittee.

D. Within the limits of portland cement concrete roadways, all trench openings shall be backfilled and compacted as previously required, a satisfactory foundation prepared, the reinforcement restored and the concrete pavement equal in thickness to that in place in the roadway replaced with concrete as defined in Section 405 of the above-listed specifications.

E. Road openings and/or trenches involving unusual or special conditions, including attachment to bridges, shall be restored in accordance with and pursuant to the direction of the Borough Engineer.

F. In the event that temporary paving, patching, final paving, or any other aspect of the restoration process is not completed to the satisfaction of the Borough Engineer, the Borough shall complete the restoration, and the cost incurred shall be paid by the permittee or deducted from his deposit.

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

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

APPROVED ON FIRST READING

DATED: July 20, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: July 20, 2023

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF BILL LIST FOR
JULY 20, 2023**

Resolution #2023-163
07/20/23

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of July 20, 2023.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$5,228,249.09.

CERTIFICATION OF FUNDS

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



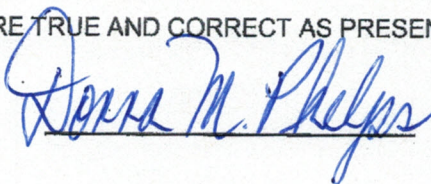
Catherine D. LaPorta, CFO

**BOROUGH OF OCEANPORT
BILL LIST**

20-Jul-23

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$149,869.53 13th PAY \$153,085.30 14th PAY \$173,955.29 15th PAY
DCRP	\$630.15
UTILITY CHECK RUN	\$161,073.12
GRANT FUND	\$38,664.52
CAPITAL	\$102,306.27
DOG REGISTRY TOTAL	\$425.00
OPEN SPACE TRUST TOTAL	\$24,556.88
SUI	\$60.97
UCC TRUST	\$6,878.81
TRUST OTHER TOTAL	\$3,242.75
ESCROW TRUST TOTAL	\$52,777.50
NON BUDGETARY	\$2,517,309.30
2022 VOUCHERS PAID THIS MEETING	\$108,771.50
2023 VOUCHERS PAID THIS MEETING	\$1,734,642.20
TOTAL	\$5,228,249.09

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



List of Bills - (All Funds)

8.b

Vendor	Description	Payment	Check Total
Current Fund			
1767 - ADT SECURITY CORPORATION	PO 14046 FIRE MONITORING - POLICE - 06/30-07/29/2	62.50	62.50
1889 - GREAT AMERICA FINANCIAL SERVICES	PO 14069 JUNE 2023 - MONTHLY RENTAL	159.00	159.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 14060 200-000-857-007 - 04/19-05/18/23	5,242.65	
	PO 14080 200-000-957-015 - 05/02-31/23	691.74	
	PO 14089 200-000-956-009 - 05/03-06/01/23	1,016.04	6,950.43
1814 - LEAF	PO 14114 COPIERS	223.01	223.01
1245 - NJ AMERICAN WATER CO	PO 14083 MUNICIPAL COMPLEX #1 - 05/11/06/12/23	195.85	
	PO 14084 LIBRARY - 05/11-06/12/23	21.27	
	PO 14085 MUNICIPAL COMPLEX #2 - 05/11-06/12/23	195.85	
	PO 14086 PORT AU PECK FIRE HOUSE - 05/11-06/12/23	187.37	
	PO 14087 FIRE - 05/11-06/12/23	233.36	
	PO 14088 OLD WHARF #2 - 05/11-06/09/23	21.27	
	PO 14112 OLD WHARF - 05/11-06/12/23	231.44	
	PO 14139 BLACKBERRY BAY - 05/11-06/12/23	61.70	1,148.11
1245 - NJ AMERICAN WATER CO	PO 14140 OLD WHARF #1 - 05/11-06/12/23	705.09	705.09
1251 - NJ NATURAL GAS CO	PO 14115 LIBRARY - 05/15-06/14/23	44.74	
	PO 14116 315 E. MAIN - 05/16-06/15/23	88.60	
	PO 14117 21 MAIN STREET - 05/16-06/15/23	69.56	
	PO 14118 433 MYRTLE AVE - 05/16-06/15/23	88.76	
	PO 14119 FAS UTILITIES - 05/16-06/15/23	87.93	379.59
1879 - RESERVE ACCOUNT - POSTAGE METER	PO 14032 POSTAGE METER REFILL	1,000.00	1,000.00
1323 - SHORE REGIONAL HIGH SCHOOL	PO 14110 2022-2023 DEBT SERVICE	148,083.00	148,083.00
1381 - US POSTAL SERVICE	PO 14062 POST OFFICE BOX RENEWAL 2023	516.00	516.00
1387 - VERIZON	PO 14030 910 OCEANPORT WAY FIRE MONITORING - 06/1	111.96	
	PO 14049 OLD WHARF HOUSE FIRE MONITORING - 06/08-	97.75	
	PO 14082 910 OCEANPORT WAY INTERNET - 06/13-07/12	149.00	
	PO 14091 LIBRARY PHONE - 06/07-07/06/23	260.31	619.02
1388 - VERIZON WIRELESS	PO 14004 POLICE WIRELESS - 05/24-06/23/23	689.10	
	PO 14059 FIRE BUREAU WIRELESS - 06/02-07/01/23	28.32	717.42
1559 - Verizon Wireless	PO 14067 UCC/CLERK WIRELESS - 06/02-07/01/23	24.15	24.15
1389 - VERIZON WIRELESS (OEM)	PO 14058 OEM WIRELESS - 06/02-07/01/23	40.01	40.01
OPEN SPACE TRUST			
1388 - VERIZON WIRELESS	PO 14057 BBB & OLD WHARF - 06/02-07/01/23	78.02	78.02
UCC Trust			
1814 - LEAF	PO 14114 COPIERS	223.00	223.00
1559 - Verizon Wireless	PO 14067 UCC/CLERK WIRELESS - 06/02-07/01/23	144.77	144.77
TOTAL			161,073.12

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	160,627.33
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	1,898.01			
01-201-25-240-200	POLICE OE	689.10			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	40.01			
01-201-25-260-200	FIRST AID ORGANIZATION OE	87.93			
01-201-25-265-400	FIRE BUREAU OE	28.32			
01-201-26-310-252	REPAIRS & EQUIPMENT	62.50			
01-201-31-430-201	ELECTRICITY	1,069.79			
01-201-31-430-203	TELEPHONE/INTERNET	643.17			
01-201-31-430-204	WATER/SEWER	1,853.20			
01-201-31-430-205	NATURAL GAS	291.66			
01-201-31-430-207	STREET LIGHTING	5,880.64			
01-206-55-000-046	REGIONAL SCHOOL TAX			148,083.00	

8.b

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
TOTALS FOR	Current Fund	12,544.33	0.00	148,083.00	160,627.33
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	78.02
06-270-00-500-020	RESERVE FOR OPEN SPACE			78.02	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	78.02	78.02
18-101-01-100-101	CASH UCC TRUST			0.00	367.77
18-270-55-600	RESERVE FOR UCC TRUST			367.77	
TOTALS FOR	UCC Trust	0.00	0.00	367.77	367.77

Total to be paid from Fund 01 Current Fund	160,627.33
Total to be paid from Fund 06 OPEN SPACE TRUST	78.02
Total to be paid from Fund 18 UCC Trust	367.77
	=====
	161,073.12

List of Bills - (All Funds)

8.c

Vendor	Description	Payment	Check Total
Current Fund			
1767 - ADT SECURITY CORPORATION	PO 14310 FIRE MONITORING - POLICE - 07/30-08/29/2	62.50	62.50
1658 - AMAZON CAPITAL SERVICES, INC	PO 13902 Uniform equip Petrucelli	333.88	
	PO 13909 Thumb Drives & Batteries	194.06	
	PO 14023 SUPPLIES FOR TRAILERS-DPW	46.84	
	PO 14066 2 AIR HOSE REELS FOR THE DPW SHOP	286.31	861.09
1116 - ASBURY PARK PRESS	PO 14222 Legal Notice - Public Hearing MCOSG	51.28	51.28
1023 - ATLANTIC PRINTING&GRAPHICS LLC	PO 14003 SUMMERS END DONATION ENVELOPES	360.00	
	PO 14183 2023 OCEANPORT NEWSLETTER - BULLETIN -	1,655.00	2,015.00
1029 - BEATRIZ C CRANEY	PO 13934 INTERPRETING - MAY 2023	120.00	
	PO 14031 INTERPRETING - JUNE 2023	100.00	220.00
2045 - BIRDS BEWARE, INC	PO 13980 GEESE REMEDIATION & CONTROL	490.00	490.00
1469 - BLAZE EMERGENCY, LLC	PO 13507 REPAIRS	1,236.33	
	PO 13880 AERIAL TEST DEFICIENCIES	1,076.35	
	PO 13881 AERIAL EXTENSION CYLINDER	4,213.25	6,525.93
1033 - BOB'S UNIFORM SHOP, INC	PO 13949 Patches for Uniforms	530.00	530.00
1047 - CENTRAL JERSEY HEALTH INSURANC	PO 14213 HEALTH / DENTAL INSURANCE - JULY 2023	72,042.08	
	PO 14325 HEALTH / DENTAL INSURANCE - AUGUST 2023	69,259.60	141,301.68
2081 - CENTRAL JERSEY STARTER & ALTERNATOR INC	PO 14029 REPAIR TO ALTERNATOR	650.00	650.00
1987 - CINTAS CORPORATION NO 2	PO 14131 DRAWDOWN FROM BLANKET PO 13142- MONTHLY C	196.56	196.56
1837 - COASTAL REFRIGERATION CORP	PO 13111 REPAIR OF LIBRARY FURNACE- q2147	1,591.89	1,591.89
1807 - COLLIERS ENGINEERING & DESIGN	PO 14126 GENERAL ENGINEERING	5,700.00	
	PO 14316 GENERAL ENGINEERING 07/23	5,700.00	
	PO 14332 ASBESTOS ABATEMENT	2,299.63	
	PO 14333 ASBESTOS ABATEMENT	21,653.55	
	PO 14334 ASBESTOS ABATEMENT	21,482.66	
	PO 14335 ASBESTOS ABATEMENT	10,171.25	
	PO 14336 ASBESTOS ABATEMENT	11,888.75	
	PO 14337 ASBESTOS ABATEMENT	9,250.00	88,145.84
1807 - COLLIERS ENGINEERING & DESIGN	PO 14338 ASBESTOS ABATEMENT	2,641.25	
	PO 14339 ASBESTOS ABATEMENT	3,640.00	6,281.25
1807 - COLLIERS ENGINEERING & DESIGN	PO 14340 ASBESTOS ABATEMENT	7,155.60	7,155.60
2079 - CONNOR ROGERS	PO 14019 Reimbursement for Uniform purchase Roger	225.79	225.79
1065 - COOPER ELECTRIC SUPPLY CO	PO 13117 DPW GENERATOR	665.67	
	PO 13947 PREVENTATIVE MAINTENANCE CONTRACT	472.50	1,138.17
1072 - DANIEL PETRUCELLI	PO 14005 Uniform reimbursement Petrucelli	387.97	387.97
1453 - DONNA PHELPS	PO 14111 REIMBURSEMENT - RECYCLING COORDINANTOR M	119.37	
	PO 14237 MEETING DUE TO COVID - 06/20-07/19/23	90.09	209.46
1099 - EUROFINS ENVIRONMENT TESTING PHILAD	PO 13976 WATER TESTING - MAY 2023	437.00	437.00
1893 - FLOWERS BY VAN BRUNT	PO 13777 MEMORIAL DAY WREATHS	250.00	250.00
1109 - FMERA	PO 14006 RT 537 - 05/01-31/23	273.26	
	PO 14007 BLDG 900 - 05/01-31/23 - DPW	458.06	
	PO 14008 BLDG 977 - 05/03-06/01/23 - POLICE	1,835.60	
	PO 14009 BLDG 901 - 05/01-06/01/23 - BORO HALL	963.50	
	PO 14010 BLDG 977 - MAY 2023 - POLICE SEWER	30.00	
	PO 14011 BLDG 901 - MAY 2023 - BORO HALL SEWER	30.00	
	PO 14262 RT 537 - 06/01-30/23	273.26	
	PO 14263 BLDG 900 - 06/01-30/23 - DPW	458.06	4,321.74
1109 - FMERA	PO 14264 BLDG 977 - JUNE 2023 - POLICE SEWER	30.00	
	PO 14265 BLDG 977 - 06/01-07/03/23 - POLICE	2,055.24	2,085.24
1109 - FMERA	PO 14266 BLDG 901 - JUNE 2023 - BORO HALL SEWER	30.00	
	PO 14267 BLDG 901 - 06/01-07/01/23 - BORO HALL	1,486.49	1,516.49
2083 - FRANK SEGURA	PO 14243 DRAWDOWN FROM BLANKET PO 14134 FOR PANTS	149.97	149.97
1991 - FRANK SKOVVAN JR	PO 14285 Reimbursement for Uniform purchase	161.50	161.50
1120 - GARDEN STATE HIGHWAY, INC	PO 13905 Traffic Cones	1,350.00	1,350.00
2060 - GARDEN STATE ROOFING & SIDING, INC	PO 13970 LIBRARY ROOF REPAIR	13,586.00	13,586.00
1121 - GARY GRIMES	PO 14075 Reimbursement for Uniforms Grimes	275.92	275.92
1868 - GEESE PATROL	PO 13979 MONTHLY CHARGE JANUARY 2023	965.00	965.00
2091 - GEORGE PEACOCK IV	PO 14327 Reimbursement for Uniform Purchase Peaco	95.45	95.45
1124 - GEORGE WALL	PO 14092 Repairs to Unit 2	1,507.50	1,507.50
1652 - GOLD TYPE BUSINESS MACHINE	PO 14076 New batteries for portable radios	3,600.00	3,600.00

List of Bills - (All Funds)

8.c

Vendor	Description	Payment	Check Total
1941 - GOTO TECHNOLOGIES USA, INC	PO 14247 Go-To-Webinar Services	398.00	398.00
1506 - GRANICUS, LLC	PO 14248 AGENDA & MINUTE SOFTWARE - JULY 2023	415.00	415.00
1134 - GREGORY LAURETTA	PO 14055 Uniform Equip Purchase Lauretta	164.76	164.76
1143 - I.D.M. MEDICAL SUPPLY INC	PO 13195 FAS OXYGEN	275.10	
	PO 14113 FAS OXYGEN	115.60	390.70
1145 - INSTITUTE FOR FORENSIC	PO 14054 Psychological Evalul for Peacock	525.00	525.00
1649 - INTRON TECHNOLOGY, LLC	PO 13824 new laptop for Detective	1,044.69	
	PO 13903 Batteries for printers in patrol vehicle	88.80	
	PO 14196 IT Services	4,158.48	
	PO 14246 MANAGED PHONE SERVICE - JUNE 2023	1,373.89	6,665.86
2074 - JARET CASTRO VALVERDE	PO 14201 DRAWDOWN FROM PO 13936 FOR BOOTS	135.00	135.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 14207 200-00-857-007 - 05/19-06/16/23	5,345.05	
	PO 14218 MAIN & INTERSECTION - JUNE 2023	60.26	
	PO 14348 200-000-956-009 - 06/02-29/23	510.18	5,915.49
1434 - Jersey Printing Associates, Inc.	PO 14074 WINDOW & PLAIN ENVELOPES	589.00	589.00
1480 - JOHN GUIRE SUPPLY	PO 12668 SPRAY BED LINER - OEM TRUCK PURCHASE	628.00	
	PO 14221 PARTS	160.63	788.63
1529 - JOHN GUIRE SUPPLY LLC	PO 14239 LAWN EQUIPMENT	246.11	
	PO 14241 LAWN EQUIPMENT	403.50	649.61
1156 - JOHN WEIR	PO 14329 Reimbursement for Uniforms Weir	216.02	216.02
1158 - JOHN'S AUTO & TRUCK REPAIR LLC	PO 13954 CAPTAIN'S CAR MAINTENANCE	76.44	76.44
1476 - KING SECURITY	PO 14048 SERVICE CALL	1,175.00	1,175.00
1182 - LAURA McCRAE	PO 14214 BULLETIN - JULY / AUG 2023	425.00	425.00
1186 - LAWES COAL CO, BOOKKEEPING	PO 14077 DIESEL FUEL FOR PAP GENERATOR	601.28	601.28
1814 - LEAF	PO 14208 OEM COPIER - JULY 2023	82.32	
	PO 14257 DRAWDOWN FROM BLANKET PO 13199 REQUEST F	71.41	153.73
1190 - LINCOLN NAT'L LIFE INSURANCE	PO 14328 2022 LOSAP CONTRIBUTION	48,300.00	48,300.00
1929 - MCFPPA	PO 13997 GRIFFIN 2023 MEMBERSHIP	30.00	30.00
1204 - MGL PRINTING SOLUTIONS	PO 13154 2023 TAX BILLS	512.20	512.20
1206 - MICHAEL KELLY	PO 14211 2023 State Chiefs Conference expenses-re	1,041.13	1,041.13
1538 - MONMOUTH COUNTY TREASURER	PO 13985 BULK PICK UP - MAY	823.09	823.09
1227 - MONMOUTH COUNTY TREASURER	PO 14189 2023 PRIMARY ELECTION SAMPLE BALLOTS	490.06	490.06
1222 - MONMOUTH COUNTY TREASURER	PO 14235 2023 MONMOUTH COUNTY SHARED SERVICES 01/	117,322.00	117,322.00
1236 - MUNICIPAL CLERKS ASSOC OF NJ	PO 14216 2023-2024 Membership - Jeanne Smith	100.00	100.00
1241 - NAPA AUTO PARTS (#15456)	PO 14079 FIRE DEPARTMENT	269.90	269.90
2016 - NIELSON FORD OF MORRISTOWN	PO 12651 OEM TRUCK PURCHASE RESOLUTION 2022-238	53,729.50	53,729.50
1245 - NJ AMERICAN WATER CO	PO 14203 HYDRANT SERVICE - 05/24-06/22/23	8,776.10	
	PO 14236 CHARLES PARK - 05/11-06/12/23	606.89	
	PO 14341 PORT AU PECK FIRE HOUSE - 06/13-07/13/23	196.20	
	PO 14342 MUNICIPAL COMPLEX #1 - 06/13-07/13/23	187.59	
	PO 14343 LIBRARY - 06/13-07/13/23	55.67	
	PO 14344 MUNICIPAL COMPLEX #2 - 06/13-07/13/23	196.20	
	PO 14345 BLACKBERRY BAY - 06/10-07/13/23	78.98	
	PO 14346 FIRE - 06/13-07/13/23	237.15	10,334.78
1245 - NJ AMERICAN WATER CO	PO 14347 OLD WHARF - 06/13-07/13/23	53.21	53.21
2053 - NJ EMERGENCY TRAINING AND SOLUTIONS	PO 14070 FIRST AID TRAINING	400.00	400.00
1251 - NJ NATURAL GAS CO	PO 14232 910 OCEANPORT WAY - 05/17-06/16/23	308.73	
	PO 14233 920 OCEANPORT WAY - 05/19-06/16/23	44.51	
	PO 14234 930 OCEANPORT WAY - 05/19-06/16/23	427.59	780.83
1256 - NJIB ATTN: MICHELLE DEYO	PO 14301 NJIB LOAN PAYMENT	1,105,605.69	1,105,605.69
1261 - OCEANPORT BOARD OF EDUCATION	PO 14307 JULY 2023 TAX REMITTANCE	1,638,607.50	1,638,607.50
1267 - ONSOLVE, LLC	PO 13924 CODE RED RENEWAL - MAY 2023	5,510.00	5,510.00
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 14295 Borough Attorney	5,086.20	
	PO 14296 LITIGATION FEE	107.00	5,193.20
1938 - PRIMEPOINT, LLC	PO 14073 PAYROLL SERVICES - 06/09 & 06/23/23	620.10	620.10
1286 - PRO JANITORIAL SERVICES, LLC	PO 14254 CLEANING SERVICES - JUNE 2023	4,100.00	4,100.00
1288 - PUBLIC EMPLOYEES RETIREMENT	PO 14291 2022 PERS RETRO	8,118.91	8,118.91
2063 - RAINONE COUGHLIN MINCHELLO, LLC	PO 14143 SPECIAL LABOR ATTORNEY	1,170.00	
	PO 14144 SPECIAL LABOR ATTORNEY	11,124.25	12,294.25
1879 - RESERVE ACCOUNT - POSTAGE METER	PO 14353 POSTAGE METER REFILL	1,000.00	1,000.00
2048 - ROAD REMEDY LLC	PO 14044 QUOTE FOR SCJ BITUMEN COLD JOINT SPRAY	336.00	336.00
1406 - SAFE-T	PO 12745 FIREFIGHTER GRANT - TURNOUT GEAR	19,023.44	19,023.44
1313 - SAKER SHOPRITE INC	PO 14107 RECYLCING COORDINANTOR MEETING	143.81	143.81

List of Bills - (All Funds)

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Vendor	Description	Payment	Check Total
1911 - SANITATION EQUIPMENT CORPORATION	PO 13504 TO REPAIR OLD RUMSON GARBAGE TRUCK	4,386.30	4,386.30
2042 - SEA BREEZE FORD, INC	PO 13831 REPAIRS -2016 FORD POLICE INTERCEPTOR	1,779.06	1,779.06
1998 - SEACOAST CONSTRUCTION INC	PO 14357 TIDAL VALVE INSTALLATION	19,377.90	19,377.90
1317 - SELECTIVE INSURANCE-FLOOD	PO 14309 433 MYRTLE - PORT AU PECK FIRE STATION	3,620.00	3,620.00
1974 - SERVICE TIRE TRUCK CENTER INC	PO 13358 FOR TIRES	901.00	
	PO 13768 FOR TIRES TRAILER 28257MG	383.00	
	PO 13907 RETREAD TIRES ON TRUCK 134	1,619.00	2,903.00
1320 - SHORE BUSINESS SOLUTIONS,INC	PO 14045 FOR OVERAGE USE FOR DPW PRINTER	19.94	
	PO 14128 FOR OVERAGE USE FOR DPW PRINTER	18.93	38.87
1322 - SHORE REGIONAL BOARD OF ED	PO 14012 PUPIL TRANSPORT 2022-2023 SCHOOL YEAR	9,461.90	
	PO 14081 PUPIL TRANSPORT 2022-2023 SCHOOL YEAR	9,461.86	18,923.76
1323 - SHORE REGIONAL HIGH SCHOOL	PO 14324 JULY 2023 TAX REMITTANCE	878,701.80	878,701.80
1325 - SHREWSBURY AUTO PARTS	PO 14041 FOR PARTS + REPAIRS	38.45	
	PO 14042 FOR PARTS + REPAIRS	175.11	
	PO 14043 FOR PARTS + REPAIRS	275.49	
	PO 14137 FOR SUPPLIES AND OR REPAIRS	156.84	645.89
1325 - SHREWSBURY AUTO PARTS	PO 14138 FOR SUPPLIES AND OR REPAIRS	70.70	70.70
1588 - Spatial Data Logic, Inc.	PO 14038 LEAD module	250.00	250.00
1602 - STAPLES	PO 13913 ADMIN SUPPLIES	20.30	20.30
1643 - STATE TOXICOLOGY LAB	PO 13649 Drug testing for Peacock	45.00	45.00
1334 - STAVOLA ASPHALT COMPANY, INC	PO 13926 FOR ROADWAY MATERIALS	179.30	179.30
1337 - SUBURBAN DISPOSAL	PO 14051 DISPOSAL FEE - MAY 2023	26,923.23	
	PO 14052 COLLECTION - JUNE 2023	33,000.00	
	PO 14255 COLLECTION - JULY 2023	34,500.00	
	PO 14277 DISPOSAL FEE - JUNE 2023	26,439.32	120,862.55
1849 - TABB INC	PO 14212 BACKGROUND CHECK - NEW EMPLOYEES	56.00	56.00
1348 - THE HOME DEPOT	PO 14020 DRAWDOWN FROM BLANKET PO 13354 FOR MISC	72.64	
	PO 14135 DRAWDOWN FROM BLANKET PO 13354 FOR MISC	826.09	898.73
1580 - THE TWO RIVER TIMES	PO 14039 Legal Notice - Change of Meeting	8.68	
	PO 14197 Legal Notice - Ordinances	160.89	169.57
1373 - TWO RIVER WATER RECLAMATION	PO 14349 BLACKBERRY BAY - 3RD QTR	90.00	
	PO 14350 OLD WHARF HOUSE - 3RD QTR	90.00	
	PO 14351 PORT AU PECK FIRE HOUSE - 3RD QTR	90.00	
	PO 14352 LIBRARY - 3RD QTR	90.00	360.00
2061 - UGI ENERGY SERVICES, LLC	PO 14270 PAP FIRE HOUSE - 05/16-06/15/23	29.01	
	PO 14271 HOOK & LADDER - 05/16-06/15/23	17.08	
	PO 14272 FAS UTILITIES - 05/16-06/15/23	28.43	74.52
1387 - VERIZON	PO 14205 POLICE FIOS - 06/24-07/23/23	317.49	
	PO 14312 910 OCEANPORT WAY INTERNET - 07/13-08/12	149.00	
	PO 14313 OLD WHARF HOUSE FIRE MONITORING - 07/08-	97.99	
	PO 14315 LIBRARY PHONE - 07/01-08/06/23	260.58	825.06
1388 - VERIZON WIRELESS	PO 14204 POLICE WIRELESS - 06/24-07/23/23	688.71	
	PO 14275 FIRE BUREAU WIRELESS - 07/02-08/01/23	28.35	717.06
1559 - Verizon Wireless	PO 14274 UCC/CLERK WIRELESS - 07/02-08/01/23	24.15	24.15
1389 - VERIZON WIRELESS (OEM)	PO 14273 OEM WIRELESS - 07/02-08/01/23	40.01	40.01
1391 - VIRTUAL FX, LLC	PO 13304 FOR GRAPHICS FOR DPW VEHICLES	1,280.00	1,280.00
1392 - W.B. MASON CO, INC	PO 13883 SUPPLIES	495.11	
	PO 13911 OFFICE SUPPLIES - OEM	33.52	
	PO 14050 SUPPLIES	243.42	772.05
Capital Fund			
2012 - ATLANTIC SECURITY & FIRE, INC	PO 14061 ACCESS CONTROL MONITORING - 07/01-09/30/	72.00	72.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 14122 ENGINEERING 2021 ROAD PROGRAM	111.25	
	PO 14124 2022 ROAD PROGRAM CONSTRUCTION OVERSIGHT	32,023.75	
	PO 14127 OLD WHARF PARKNG LOT & DESIGN	16,223.15	
	PO 14304 2023 ROAD PROGRAM - ENGINEERING	24,667.73	
	PO 14317 ALLENHURST AVE BULKHEAD	1,357.50	
	PO 14318 2022 ROAD PROGRAM CONST OVERSIGHT	13,251.25	
	PO 14319 ENGINEERING 2021 ROAD PROGRAM	606.25	
	PO 14320 OLD WHARF PARKNG LOT & DESIGN	6,077.14	94,318.02
1852 - FOLEY, INC	PO 13128 BORO HALL GENERATOR	3,360.00	3,360.00
1195 - MASER CONSULTING, INC	PO 14123 OLD PO#17-01067; CHECK VALVE ENGINEERING	67.50	
	PO 14125 MYRTLE AVE CONSTRUCTION OVERSIGHT CERT	4,000.00	

List of Bills - (All Funds)

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Vendor	Description	Payment	Check Total
	PO 14321 MYRTLE AVE CONST OVERSIGHT CERT - RESOL	353.75	
	PO 14322 OLD PO#17-01067; CHECK VALVE ENGINEERING	135.00	4,556.25
	DOG TRUST FUND		
1445 - Monmouth County SPCA	PO 13982 ANIMAL CONTROL SERVICES - APRIL 2023	425.00	425.00
	OPEN SPACE TRUST		
1665 - ATLANTIC PLUMBING SUPPLY COPR	PO 13946 FOR REPAIRS AT BOROUGH PARKS	1,200.67	
	PO 13978 FOR REPAIRS AT BOROUGH PARKS	49.04	1,249.71
2012 - ATLANTIC SECURITY & FIRE, INC	PO 14061 ACCESS CONTROL MONITORING - 07/01-09/30/	24.00	24.00
2045 - BIRDS BEWARE, INC	PO 13980 GEESE REMEDIATION & CONTROL	910.00	910.00
1487 - BSN Sports	PO 13529 TENNIS COURT SUPPLIES	780.00	780.00
1816 - BULLET LOCK & SAFE COMPANY	PO 14063 FOR LOCK REPLACEMENT AT BBBP LOCKERS	124.25	124.25
1919 - GENERAL RECREATION, INC	PO 13317 QUOTE FOR REPLACEMENT PARTS FOR PARK SWI	4,348.00	4,348.00
1129 - GOOSE CONTROL TECHNOLOGY	PO 14261 2023 SERVICES	1,250.00	1,250.00
2059 - HEADS UP IRRIGATION, LLC	PO 13927 FOR REPAIRS AT BOROUGH PARKS -	318.87	
	PO 13928 FOR SPRINKLER SERVICE AT CHARLES PARK	300.00	
	PO 13930 DRAWDOWN FROM BLANKET PO 13703 FOR SPRIN	500.00	
	PO 14064 FOR REPAIRS OLD WHARF PARK	202.00	
	PO 14065 FOR SPRINKLER SERVICE AT OLD WHARF PARK	125.00	1,445.87
2073 - JOHN RODRIGUEZ	PO 13948 REIMBURSE FOR OLD WHARF PARK WALL SUPPLI	22.94	22.94
2003 - POOR JOHN PORTABLE TOILETS	PO 13889 FOR PORTABLE BATHROOM AT COMMUNITY CENTE	133.00	
	PO 13923 PORTA JOHNS - GATTA PARK - MAY 2023	326.00	459.00
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 13933 DRAWDOWN FROM BLANKET PO 13845 FOR SAND,	210.00	
	PO 13981 FOR SAND, DIRT, STONE, MATERIAL	420.00	
	PO 14129 FOR SAND, DIRT, STONE, MATERIAL	635.95	
	PO 14132 FOR MATERIAL	320.22	1,586.17
1348 - THE HOME DEPOT	PO 14056 DRAWDOWN FROM BLANKET PO 13276 FOR DPW S	1,108.92	
	PO 14136 DRAWSOWN FROM BLANKET PO 13276 FOR SUPPL	321.31	
	PO 14280 DRAWDOWN FROM BLANKET PO 14167 FOR SUPPL	593.86	2,024.09
1992 - THE SHERWIN WILLIAMS COMPANY	PO 13260 LINE STRIPER	5,154.79	5,154.79
2066 - THOMAS BRENTS	PO 13891 CONCRETE FOR ADOPT A BENCH PROGRAM	5,100.00	5,100.00
1388 - VERIZON WIRELESS	PO 14276 BBB & OLD WHARF - 07/02-08/01/23	78.06	78.06
	SUI Trust		
1330 - STATE OF NEW JERSEY	PO 14108 2ND QUARTER 2021 UNEMPLOYMENT	60.97	60.97
	UCC Trust		
1658 - AMAZON CAPITAL SERVICES, INC	PO 13952 UCC SUPPLIES	37.48	37.48
1361 - TREASURER: STATE OF NJ	PO 14260 STATE TRAINING FEE - 2ND QUARTER 2023	6,659.00	6,659.00
1559 - Verizon Wireless	PO 14274 UCC/CLERK WIRELESS - 07/02-08/01/23	144.77	144.77
1392 - W.B. MASON CO, INC	PO 13883 SUPPLIES	37.56	37.56
	OTHER TRUST		
1011 - AIRTIGHT STORAGE SYSTEMS	PO 14224 CAMP STORAGE	200.00	200.00
1167 - T.N.C. PROPOTIONAL ADVERTIXING	PO 13761 ACTION CAMP SUPPLIES	889.00	889.00
1955 - WALKIN ON SUNSHINE LLC	PO 13740 WEEK 4	496.25	
	PO 13741 WEEK 3	552.50	
	PO 13742 WEEK 2	552.50	
	PO 13743 WEEK 1	552.50	2,153.75
	DEVELOPERS ESCROW TRUST		
1035 - BOROUGH OF OCEANPORT	PO 14356 GIS FEE	25.00	25.00
1720 - CGP&H	PO 14120 ADM AGENT FOR AFFORDABLE HOUSING - 05/01	1,296.00	1,296.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 13665 PB Engineering - Santana/MSA	175.00	
	PO 13666 PB Engineering - Santana/MSA	218.75	
	PO 13752 PB Engineering - 196 Monmouth Blvd, LLC	1,300.00	
	PO 14013 PB Engineering - Goldfield	87.50	
	PO 14014 PB Engineering - Signal Point LLC	4,200.00	
	PO 14015 PB Engineering - Scarpulla	175.00	
	PO 14016 PB Engineering - Marina at Oceanport	87.50	
	PO 14017 PB Engineering - Gill	175.00	6,418.75
1807 - COLLIERS ENGINEERING & DESIGN	PO 14018 PB Engineering - MSA/Saladino	43.75	

List of Bills - (All Funds)

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Vendor	Description	Payment	Check Total
1807 - COLLIERS ENGINEERING & DESIGN	PO 14035 PB Engineering - Somerset-Pulte Lodging	14,807.50	14,851.25
	PO 14036 PB Engineering - 196 Monmouth Blvd, LLC	1,246.25	
	PO 14037 PB Engineering - Santana/MSA	43.75	
	PO 14174 PB Engineering - SCIACCA	218.75	
	PO 14175 PB Engineering - Torregrossa	262.50	
	PO 14176 PB Engineering - Marina at Oceanport	262.50	
	PO 14177 PB Engineering - Norwicke	175.00	
	PO 14178 PB Engineering - Caccamise	175.00	
1807 - COLLIERS ENGINEERING & DESIGN	PO 14179 PB Engineering - 196 Monmouth Blvd, LLC	87.50	2,471.25
	PO 14180 PB Engineering - Triumphant Life Church	2,808.75	
1807 - COLLIERS ENGINEERING & DESIGN	PO 14181 PB Engineering - MPCCII	703.75	3,512.50
	PO 14182 PB Engineering - MARTELLI	407.50	
	PO 14184 PB Engineering - MARTELLI	371.25	
	PO 14185 PB Engineering - Somerset-Pulte Lodging	4,577.50	
	PO 14186 PB Engineering - FMBC	393.75	
	PO 14187 PB Engineering - 552 Caren Franzini Way	87.50	
	PO 14190 PB Engineering - MARTELLI	175.00	
	PO 14191 PB Engineering - MARTELLI	131.25	
	PO 14192 PB Engineering - NJCU	495.00	
	PO 14193 PB Engineering - Triumphant Life Church	87.50	
1807 - COLLIERS ENGINEERING & DESIGN	PO 14194 PB Engineering - MPCCII	1,377.50	1,465.00
	PO 14195 PB Engineering - FMBC	1,093.75	
	PO 14225 PB Engineering - 552 Caren Franzini Way	350.00	
	PO 14226 PB Engineering - TETHERVIEW	131.25	
	PO 14227 Engineering - Oport Partners LLC - Phase	218.75	
	PO 14228 Engineering - Oport Partners LLC - Phase	131.25	
	PO 14230 Engineering - Oport Partners LLC - PH II	393.75	
	PO 14231 Engineering - Oport Partners LLC - PH II	3,116.25	
	PO 14238 Engineering - Oport Partners LLC - PH II	7,657.50	
	PO 14245 PB Engineering - MARTELLI	393.75	
1499 - KEVIN E KENNEDY, ESQ	PO 14288 Engineering - Oport Partners LLC - Phase	87.50	481.25
	PO 13974 PB Legal - Scarpulla	360.00	
1672 - Kyle + McManus Associates LLC	PO 14358 PB Legal - 85 Horseneck	645.00	1,005.00
	PO 14198 PB Planner Report - Signal Point LLC	147.00	
1200 - McMANIMON*SCOTLAND*BAUMANN LLC	PO 14000 DENHOLTZ REDEVELOPMENT	37.50	37.50
2093 - MSA ARCHITECTS	PO 14355 ESCROW REFUND	45.69	45.69
2095 - NOELLE SCARPULLA	PO 14354 ESCROW REFUND	47.56	47.56
1639 - NW FINANCIAL GROUP, LLC	PO 13989 FINANCIAL ADVISORY SERVICES	1,242.50	1,242.50
TOTAL			4,589,635.70

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	4,360,723.00
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	1,401.17			
01-201-20-120-200	MUNICIPAL CLERK OE	8,112.39			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	1,054.87			
01-201-20-145-200	COLLECTION OF TAXES OE	860.52			
01-201-20-155-200	LEGAL SERVICES OE	17,487.45			
01-201-20-165-200	BOROUGH ENGINEER OE	11,400.00			
01-201-23-210-200-1	GENERAL LIABILITY	3,620.00			
01-201-23-210-202	HEALTH	133,358.36			
01-201-23-210-203	DENTAL	7,943.32			
01-201-25-240-200	POLICE OE	12,476.18			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	6,315.85			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	8,776.10			
01-201-25-260-200	FIRST AID ORGANIZATION OE	1,020.57			
01-201-25-265-200	FIRE DEPARTMENT OE	394.90			
01-201-25-265-209	REPAIRS & MAINTENANCE	6,525.93			
01-201-25-265-400	FIRE BUREAU OE	58.35			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-26-300-271	REPAIRS	7,578.40			
01-201-26-300-272	TIRES	2,002.00			
01-201-26-300-273	SUPPLIES	1,923.47			
01-201-26-300-277	BITUMINOUS CONCRETE	515.30			
01-201-26-300-281	UNIFORM RENTAL	284.97			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	53,583.33			
01-201-26-306-200	RECYCLING OE	13,916.67			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	6,689.16			
01-201-26-310-252	REPAIRS & EQUIPMENT	3,566.47			
01-201-27-335-300	WATER WATCH COMMITTEE-OTHER	437.00			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	360.00			
01-201-29-405-200	TRANS OF HS STUDENTS OE	18,923.76			
01-201-30-410-200	NJEIT ADMIN FEES	9,397.50			
01-201-30-430-000	FMERA ENGINEERING SERVICES	90,182.69			
01-201-31-430-201	ELECTRICITY	7,256.95			
01-201-31-430-203	TELEPHONE/INTERNET	2,223.10			
01-201-31-430-204	WATER/SEWER	2,091.89			
01-201-31-430-205	NATURAL GAS	826.92			
01-201-31-430-207	STREET LIGHTING	6,462.01			
01-201-31-430-208	GASOLINE & OIL	601.28			
01-201-31-465-200	SANITATION DUMPING FEES	54,185.64			
01-201-36-471-200	P.E.R.S. OE	2,254.91			
01-201-41-726-200	DISPATCH SHARED SERVICES	117,322.00			
01-201-43-490-200	MUNICIPAL COURT OE	333.13			
01-201-44-900-908	BUILDING IMPROVEMENTS	13,586.00			
01-201-45-920-200	DEBT SERVICE OE	1,096,208.19			
01-203-25-262-200	(2022) LOSAP		48,300.00		
01-203-26-300-272	(2022) TIRES		901.00		
01-203-26-310-252	(2022) REPAIRS & EQUIPMENT		472.50		
01-203-36-471-200	(2022) P.E.R.S. OE		5,864.00		
01-203-44-900-200	(2022) CAPITAL IMPROVEMENT FUND OE		54,357.50		
01-206-55-000-046	REGIONAL SCHOOL TAX			878,701.80	
01-207-55-000-045	LOCAL SCHOOL TAX			1,638,607.50	
TOTALS FOR	Current Fund	1,733,518.70	109,895.00	2,517,309.30	4,360,723.00
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	38,664.52
02-213-40-700-011	AMERICAN RESCUE PLAN FIREFIGHTER GRANT			19,023.44	
02-213-40-700-032	RECYCLING TONNAGE			263.18	
02-213-40-700-064	AMERICAN RESCUE PLAN FUNDS			19,377.90	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	38,664.52	38,664.52
04-101-01-100-011	CAPITAL CASH - TD			0.00	102,306.27
04-215-55-474-000	MUNICIPAL COMPLEX ORD #970			3,432.00	
04-215-55-973-B00	2017 #973 VARIOUS ROAD/DRAINAGE IMP			202.50	
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA			5,711.25	
04-215-55-992-A00	2021 ROAD PROGRAM - ORD #1038			717.50	
04-215-55-993-A00	2022 ROAD PROGRAM - ORD #1053			67,575.29	
04-215-55-995-A00	2023 ROAD PROGRAM			24,667.73	
TOTALS FOR	Capital Fund	0.00	0.00	102,306.27	102,306.27
05-101-00-100-011	CASH - TD			0.00	425.00
05-270-00-500-020	RESERVE FOR EXPENDITURES			425.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	425.00	425.00
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	24,556.88
06-270-00-500-020	RESERVE FOR OPEN SPACE			24,556.88	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	24,556.88	24,556.88

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ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
14-101-01-100-101	Cash SUI Trust			0.00	60.97
14-270-55-600-155	Reserve for SUI			60.97	
TOTALS FOR	SUI Trust	0.00	0.00	60.97	60.97
18-101-01-100-101	CASH UCC TRUST			0.00	6,878.81
18-270-55-600	RESERVE FOR UCC TRUST			6,878.81	
TOTALS FOR	UCC Trust	0.00	0.00	6,878.81	6,878.81
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	3,242.75
60-270-55-600-105	RES.FOR RECREATION			3,242.75	
TOTALS FOR	OTHER TRUST	0.00	0.00	3,242.75	3,242.75
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	52,777.50
61-270-55-600-205	RES.FOR DEV.ESCROW			52,777.50	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	52,777.50	52,777.50

Total to be paid from Fund 01 Current Fund	4,360,723.00
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	38,664.52
Total to be paid from Fund 04 Capital Fund	102,306.27
Total to be paid from Fund 05 DOG TRUST FUND	425.00
Total to be paid from Fund 06 OPEN SPACE TRUST	24,556.88
Total to be paid from Fund 14 SUI Trust	60.97
Total to be paid from Fund 18 UCC Trust	6,878.81
Total to be paid from Fund 60 OTHER TRUST	3,242.75
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	52,777.50

	4,589,635.70

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

From 07/01/2023 to 07/31/2023 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
7/11/2023		12651		01-203-44-900-903	PICK UP TRUCK PURCHASE NIELSON FORD OF MORRISTOWN	53,729.50	53,729.50	01-101-01-000-011
7/13/2023		14213		01-201-23-210-202 01-201-23-210-203	HEALTH DENTAL CENTRAL JERSEY HEALTH INSURANC	67,992.52 4,049.56	72,042.08	01-101-01-000-011
7/13/2023		14235		01-201-41-726-202	MONMOUTH COUNTY SHARED SERVICES - 911 MONMOUTH COUNTY TREASURER	117,322.00	117,322.00	01-101-01-000-011
7/17/2023		14035		61-270-55-600-205 61-270-55-600-205 61-270-55-600-205	Parker's Creek Townhomes, Construction Obse COLLIERS ENGINEERING & DESIGN	5,118.75 2,213.75 7,475.00	14,807.50	61-101-01-100-101
7/17/2023		14255		01-201-26-305-201 01-201-26-306-201	SOLID WASTE 07/23 RECYCLING 07/23 SUBURBAN DISPOSAL	27,416.66 7,083.34	34,500.00	01-101-01-000-011
7/17/2023		14277		01-201-31-465-201 01-201-31-465-201 01-201-31-465-201	DISPOSAL RECYCLING ENHANCEMENT ACT RECYCLING FEE SUBURBAN DISPOSAL	20,941.58 760.59 4,737.15	26,439.32	01-101-01-000-011
7/18/2023		13970		01-201-44-900-908	LIBRARY ROOF REPAIR GARDEN STATE ROOFING & SIDING, INC	13,586.00	13,586.00	01-101-01-000-011
7/19/2023		14307		01-207-55-000-045 01-207-55-000-045	JULY TAX REMITTANCE JULY DEBT SERVICE OCEANPORT BOARD OF EDUCATION	900,715.50 737,892.00	1,638,607.50	01-101-01-000-011
7/19/2023		14301		01-201-45-930-213 01-201-45-920-212 01-201-30-410-201 01-201-45-920-212	BOND INTEREST BOND PRINCIPAL ADMINISTRATIVE FEES BOND PRINCIPAL NJIB ATTN: MICHELLE DEYO	59,060.00 662,148.19 9,397.50 375,000.00	1,105,605.69	01-101-01-000-011
7/19/2023		14324		01-206-55-000-046	JULY 2023 TAX REMITTANCE SHORE REGIONAL HIGH SCHOOL	878,701.80	878,701.80	01-101-01-000-011
7/19/2023		14304		04-215-55-995-A01	ENGINEERING SERVICES COLLIERS ENGINEERING & DESIGN	24,667.73	24,667.73	04-101-01-100-011
7/19/2023		14318		04-215-55-993-A01	2022 ROAD PROGRAM COLLIERS ENGINEERING & DESIGN	13,251.25	13,251.25	04-101-01-100-011
7/19/2023		14328		01-203-25-262-201	2022 LOSAP CONTRIBUTION LINCOLN NAT'L LIFE INSURANCE	48,300.00	48,300.00	01-101-01-000-011
7/19/2023		14325		01-201-23-210-202 01-201-23-210-203	HEALTH DENTAL CENTRAL JERSEY HEALTH INSURANC	65,365.84 3,893.76	69,259.60	01-101-01-000-011
7/19/2023		14333		01-201-30-430-000	FMERA MOU COLLIERS ENGINEERING & DESIGN	21,653.55	21,653.55	01-101-01-000-011
7/19/2023		14334		01-201-30-430-000	COLLIERS ENGINEERING & DESIGN	21,482.66	21,482.66	01-101-01-000-011
7/19/2023		14335		01-201-30-430-000	COLLIERS ENGINEERING & DESIGN	10,171.25	10,171.25	01-101-01-000-011
7/19/2023		14336		01-201-30-430-000	COLLIERS ENGINEERING & DESIGN	11,888.75	11,888.75	01-101-01-000-011

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

8.d

From 07/01/2023 to 07/31/2023 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
7/20/2023	14357			02-213-40-700-064	PAYMENT #3 SEACOAST CONSTRUCTION INC	19,377.90	19,377.90	02-160-05-000-001

JULY SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				4,123,289.70
02-160-05-000-001	DUE TO/FROM CURRENT FUND				19,377.90
04-101-01-100-011	CAPITAL CASH - TD				37,918.98
61-101-01-100-101	CASH-DEV.ESCROW/TD				14,807.50
01-201-23-210-202	HEALTH		133,358.36		
01-201-23-210-203	DENTAL		7,943.32		
01-201-26-305-201	SANITATION-TRASH REMOVAL		27,416.66		
01-201-26-306-201	OTHER EXPENSES		7,083.34		
01-201-30-410-201	NJEIT ADMIN FEES		9,397.50		
01-201-30-430-000	FMERA ENGINEERING SERVICES		65,196.21		
01-201-31-465-201	SANITATION DUMPING FEES		26,439.32		
01-201-41-726-202	DISPATCH SHARED SERVICES OE		117,322.00		
01-201-44-900-908	BUILDING IMPROVEMENTS		13,586.00		
01-201-45-920-212	PAYMENT OF NJSEA PRINCIPAL		1,037,148.19		
01-201-45-930-213	INTEREST ON BONDS		59,060.00		
01-203-25-262-201	(2022) LOSAP	48,300.00			
01-203-44-900-903	(2022) PUBLIC SAFETY VEHICLES	53,729.50			
01-206-55-000-046	REGIONAL SCHOOL TAX			878,701.80	
01-207-55-000-045	LOCAL SCHOOL TAX			1,638,607.50	
02-213-40-700-064	AMERICAN RESCUE PLAN FUNDS			19,377.90	
04-215-55-993-A01	2022 ROAD PROGRAM - ORD #1053			13,251.25	
04-215-55-995-A01	2023 ROAD PROGRAM			24,667.73	
61-270-55-600-205	RES.FOR DEV.ESCROW			14,807.50	
JULY TOTALS (FOR RANGE):		102,029.50	1,503,950.90	2,589,413.68	4,195,394.08

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				4,123,289.70
02-160-05-000-001	DUE TO/FROM CURRENT FUND				19,377.90
04-101-01-100-011	CAPITAL CASH - TD				37,918.98
61-101-01-100-101	CASH-DEV.ESCROW/TD				14,807.50
01-201-23-210-202	HEALTH		133,358.36		
01-201-23-210-203	DENTAL		7,943.32		
01-201-26-305-201	SANITATION-TRASH REMOVAL		27,416.66		
01-201-26-306-201	OTHER EXPENSES		7,083.34		
01-201-30-410-201	NJEIT ADMIN FEES		9,397.50		
01-201-30-430-000	FMERA ENGINEERING SERVICES		65,196.21		
01-201-31-465-201	SANITATION DUMPING FEES		26,439.32		
01-201-41-726-202	DISPATCH SHARED SERVICES OE		117,322.00		
01-201-44-900-908	BUILDING IMPROVEMENTS		13,586.00		
01-201-45-920-212	PAYMENT OF NJSEA PRINCIPAL		1,037,148.19		
01-201-45-930-213	INTEREST ON BONDS		59,060.00		
01-203-25-262-201	(2022) LOSAP	48,300.00			
01-203-44-900-903	(2022) PUBLIC SAFETY VEHICLES	53,729.50			
01-206-55-000-046	REGIONAL SCHOOL TAX			878,701.80	
01-207-55-000-045	LOCAL SCHOOL TAX			1,638,607.50	
02-213-40-700-064	AMERICAN RESCUE PLAN FUNDS			19,377.90	
04-215-55-993-A01	2022 ROAD PROGRAM - ORD #1053			13,251.25	
04-215-55-995-A01	2023 ROAD PROGRAM			24,667.73	
61-270-55-600-205	RES.FOR DEV.ESCROW			14,807.50	
TOTALS (FOR RANGE):		102,029.50	1,503,950.90	2,589,413.68	4,195,394.08

**RESOLUTION OF THE BOROUGH OF OCEANPORT
FIXING THE COMPENSATION OF CERTAIN OFFICIALS AND EMPLOYEES OF THE BOROUGH OF
OCEANPORT FOR 2023**

Resolution #2023-187
07/20/23

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

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

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

WHEREAS, the Finance and Administration Committee has made recommendations for the specific salaries for current employees for the calendar year 2023.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Oceanport hereby authorizes the Borough Administrator to implement the following titles and salaries for the calendar year 2023 as appropriate.

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

SECTION 1. Administration & Finance

Borough Administrator	Donna Phelps	2023 \$106,806.94
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SECTION 2. Statutory Employees (N.J.S.A. 40A:9-165)

Chief Financial Officer	Catherine LaPorta	\$ 92,600.00
Tax Assessor	John Butow	\$ 50,000.00
Tax Collector	Jason Sutton	\$ 46,867.21
Borough Clerk	Jeanne Smith	\$ 84,355.25

SECTION 3. Department of Public Works

Superintendent	Steven Briskey	\$ 65,000.00
Assistant Foreman	Jorge Segura	\$ 53,615.63
Laborer 1	Michael Natale	\$ 43,403.13
Laborer 1	Juan Merino	\$ 43,403.13
Laborer 1	Adam J. Fioretti	\$ 39,000.00
Laborer 1	Jaret Castro-Valverde	\$ 35,000.00
Labor – Hourly	Wes Sherman	\$ 25.00/hr
Labor – Hourly	John Carroll	\$ 25.00/hr
Labor – Hourly	Demetrio Zarate	\$ 25.00/hr
Labor – Hourly	Robert Berg	\$ 17.00/hr
Labor – Seasonal	Frank Segura	\$ 20.00/hr
Labor – Seasonal	Shane Carroll	\$ 20.00/hr

SECTION 4. Municipal Court

Municipal Court Judge	John Patti	\$ 20,500.68
Municipal Prosecutor	James Butler	\$ 13,297.74
Court Administrator	Carol Smith	\$ 80,189.68
Deputy Court Administrator	Patricia White	\$ 75.00/call out
Administrative Assistant	Michelle Smallze	\$ 30.00/hr
Administrative Assistant	Theresa Kreuger	\$ 30.00/hr
Administrative Assistant	Nikki Morris	\$ 18.00/hr
Public Defender	David Gardener	\$200.00/Defendant

Public Defender	Robert Holden	\$200.00/Defendant
SECTION 5. Recreation and Education.		
Recreation Coordinator, FT	Katherine Lynch	\$ 60,000.00
Recreation Coordinator, PT	Joanne Hunt	\$ 14,343.86
Library Aide	Arlene Welch	\$ 14.13/hr.
SECTION 6. Planning & Development		
Planning Board Secretary	Jeanne Smith	\$ 17,835.60
Construction Official	Django Wiegers	\$ 25,500.00
Building Sub Code Official	Django Wiegers	\$ 25,500.00
Electrical Sub Code Official	James McCormick	\$ 22,500.00
Electrical Inspector	Mario Fanelli	\$ 47.00/hr
Fire Sub Code	Django Wiegers	\$ 12,659.38
Plumbing Sub Code Official	John Palmer	\$ 22,500.00
Plumbing Inspector	Michael Verange	\$ 47.00/hr
Technical Assistant to Construction Official	Carolyn Eckart	\$ 69,877.75
Technical Assistant to Construction Official	Peggy Herchakowski	\$ 50,000.00
Housing Inspector	Timothy Griffin	\$ 8,170.00
Code Enforcement Officer	Timothy Griffin	\$ 10,212.50
Zoning Officer	Jeanne Smith	\$ 6,867.91
SECTION 7. Board of Health		
Registrar	Jason Sutton	\$ 1,939.25
Deputy Registrar	Catherine LaPorta	\$ 553.85
Secretary	Jason Sutton	\$ 592.86
SECTION 8. Emergency Management		
Emergency Management Coordinator	Mauro Baldanza	\$ 6,127.50
SECTION 9. Clerical		
Administrative Assistant, Clerk's office	Kim Parent	\$ 23.02/hr
Administrative Assistant, Clerk's office	Kelle Burrough	\$ 20.43/hr
Administrative Assistant, Construction	Jessica Fornarotto	\$ 47,189.09
Administrative Assistant, Finance	Renee Dalton	\$ 20.43/hr
Administrative Assistant, Zoning	Carolyn Eckart	\$ 6,867.91
Administrative Assistant, Public Works	Kelly O'Toole	\$ 20.43/hr
SECTION 10. Public Safety		
Chief of Police, Contractual	Michael Kelly	\$154,754.14
Administrative Assistant, PD Records Clerk	Analís Nunez	\$ 52,083.75
Class II Special Law Enforcement Officer (2)		\$ 17.50/hr
Class I Special Law Enforcement Officer	Thomas Pullaro	\$ 15.00/hr
School Crossing Guards, each (8)		\$ 9,700.00
SECTION 12. Fire Prevention Bureau		
Fire Official	Timothy Griffin	\$ 25,531.25
SECTION 13. Elected Officials		
Mayor		\$ 0.00
Councilpersons Elected Post 2006 (5)		\$ 0.00
Councilpersons Elected Pre-2006 (1)		\$ 1,500.00

From: [Donna Phelps](#)
To: [Jeanne Smith](#)
Cc: [Katie LaPorta](#); [Michael O'Brien](#); [Bryan Keeshen](#); [Tom Tvrdik](#)
Subject: Agenda Item - Salary Resolution
Date: Thursday, July 13, 2023 9:53:53 AM
Attachments: [Employee compensation.xlsx](#)

Jeanne – Attached is Katie’s employee compensation spreadsheet which has been approved by the Finance Committee as the revised figures for the Salary Resolution which they are requesting be placed on the July 20th agenda. Thanks.

DONNA M. PHELPS
Administrator
Borough of Oceanport
910 Oceanport Way
Oceanport, NJ 07727
732-222-8221, ext. 1003

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE APPOINTMENT OF KATHERINE LYNCH AS FULL-TIME RECREATION
COORDINATOR**

Resolution #2023-186
07/20/23

WHEREAS, the Recreation Coordinator, Joanne Hunt, currently serves as a part time position and the growth in the Borough's recreation department has created a need for a full-time Coordinator; and

WHEREAS, Ms. Hunt has declined the full time position opportunity and the Borough Administrator has recommended that the position be filled by Katherine Lynch who is currently serving as Field Coordinator and has expressed an interest in the position; and

WHEREAS, Ms. Hunt has agreed to remain part time through the end of September 2023 to aid Ms. Lynch with the transition; and

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

NOW, THEREFORE, BE IT RESOLVED, that the appointment of Katherine Lynch as full time Recreation Coordinator is hereby confirmed effective July 5, 2023 with compensation in accordance with the salary ordinance for an annual salary of \$60,000.

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

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF SHANE CARROLL AS SEASONAL LABOR IN THE PUBLIC WORKS DEPARTMENT**

**Resolution #2023-165
07/20/23**

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

WHEREAS, the Public Works Superintendent and Borough Administrator have recommended the appointment of Shane Carroll as a seasonal part time employee; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor & Council of the Borough of Oceanport, that Shane Carroll is hereby appointed to the Department of Public Works for the position of part time seasonal labor at a rate of \$20.00 per hour in accordance with the Borough's salary ordinance effective June 28, 2023.

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.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF JAY SWOOPE AS SEASONAL LABOR IN THE PUBLIC WORKS DEPARTMENT**

**Resolution #2023-166
07/20/23**

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

WHEREAS, the Public Works Superintendent and Borough Administrator have recommended the appointment of Jay Swoope as a seasonal part time employee; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor & Council of the Borough of Oceanport, that Jay Swoope is hereby appointed to the Department of Public Works for the position of part time seasonal labor at a rate of \$25.00 per hour in accordance with the Borough's salary ordinance effective August 1, 2023.

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.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ACCEPTING RESIGNATION OF ADAM J. FIORETTI FROM FULL TIME EMPLOYMENT AND
APPROVING CONTINUING EMPLOYMENT ON A PART TIME BASIS AS NEEDED FOR THE PUBLIC
WORKS DEPARTMENT**

**Resolution #2023-164
07/20/23**

WHEREAS, Adam J. Fioretti has served as a Public Works Laborer for the Borough of Oceanport since September 6, 2022 as a seasonal laborer and full time as of October 31, 2022; and

WHEREAS, Adam J. Fioretti has tendered his resignation to the Mayor and Council of the Borough of Oceanport from his full time position in Public Works Department for the Borough, effective July 28, 2023; and

WHEREAS, Adam J. Fioretti has expressed an interest in continuing employment on a part time basis as needed with the approval of the Public Works Superintendent,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the resignation of Adam J. Fioretti from his full time position in the Public Works Department for the Borough of Oceanport effective July 28, 2023 is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor and Council hereby approves Mr. Fioretti's continuing employment on a part time basis at a rate of \$25/hr in accordance with the salary ordinance.

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.

From: [Donna Phelps](#)
To: [Jeanne Smith](#)
Cc: [Jason Sutton](#); [Katie LaPorta](#); [Steve Briskey](#); [Kelly O'Toole](#)
Subject: Agenda Items - Adam Fioretti.
Date: Thursday, July 13, 2023 9:57:40 AM

Sadly, Adam Fioretti is resigning from Public Works as a full-time laborer 1, effective Friday, July 28, 2023. However, he will continue to be available to work weekends and, more importantly, Summers End as a part time employee at an hourly rate of \$25.00. Please prepare a Resolution accepting his resignation and keeping him as a part time Labor – Hourly. Thanks.

DONNA M. PHELPS
Administrator
Borough of Oceanport
910 Oceanport Way
Oceanport, NJ 07727
732-222-8221, ext. 1003

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
CHANGE ORDER TO CONTRACT WITH FOUR STAR DEVELOPERS FOR THE BOROUGH OF
OCEANPORT**

**AUTHORIZING
HOME IMPROVEMENT PROGRAM CASE #OPRT-2202**

**Resolution #2023-179
07/20/23**

WHEREAS, the Borough awarded a contract to Four Star Developers pursuant with Resolution #2023-64 for Home Improvement Program Case #OPRT-2202; and

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

WHEREAS, CGP&H's Program Inspector and Project Manager have submitted a Change Order #1 Request to amend the scope of work and increase the contract amount in order to clean, remediate and encapsulate crawl space to remove mold problems in crawl space and duct work, install humidity controls and miscellaneous strapping for ductwork; and

WHEREAS, Change Order #1 would increase the contract amount by \$6,900 for a total contract amount of \$20,060.00; and

WHEREAS, funds are available in the Borough's affordable housing trust fund designated for the HIP,

WHEREAS, the Borough Council having considered same believes the change order is necessary and will be effectuated,

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

1. The Borough hereby approves Change Order #1 to the contract with Four Star Developers to amend the scope of work for needed improvements in the crawl space and duct work.
2. The Borough hereby approves an increase to the original contract amount of \$13,160.00 in the amount of \$6,900 for a total contract amount of \$20,060.00
3. Upon the execution of this Resolution, the HIP shall continue to process Case # OPRT-2202, including but not limited to, scheduling a construction agreement signing and loan closing, and placing a HIP lien on the residence for a ten-year forgivable loan of \$13,160.00 (contract).

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

- Donna M. Phelps, Municipal Housing Liaison
- Catherine D. LaPorta, Chief Financial Officer
- CGP&H
1249 South River Road, Suite 301
Cranbury, NJ 08512-3633

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Oceanport Borough Home Improvement Program

CHANGE ORDER AUTHORIZATION

Case No. OPRT-2202

Applicant: Vanessa Marcantuono
108 Monmouth Blvd., Oceanport, NJ 07757

Contractor: Four Star Developers
1301 Corlies Ave., Unit 3E, Neptune, NJ 07757

DESCRIPTION OF WORK CHANGE

Clean, Remediate and Encapsulate crawl space to remove mold problems in crawlspace and in ductwork which runs through crawl space. Install humidity control in crawl space. Install miscellaneous strapping needed on ductwork.

\$ 13,160.00 Original Contract Price

\$ 6,900 (+/-) Change

\$ 20,060.00 Revised Contract Price

Homeowner Approval

6/28/2023

Date

Contractor Approval

6/29/23

Date

Program Inspector Approval

6/30/23

Date

Program Manager Approval

6/30/23

Date

Return This Form to:
Migdalia Guzman/ Community Grants, Planning & Housing, LLC.
1249 South River Road, Suite 301, Cranbury, NJ 08512

**RESOLUTION OF THE BOROUGH OF OCEANPORT
GRANTING A WAIVER AND AUTHORIZING A STREET OPENING PERMIT FOR PORTIONS OF MAIN
STREET AND HEDGE DRIVE UNDER MORATORIUM**

Resolution #2023-180
07/20/23

WHEREAS, the Two Rivers Water Reclamation Authority (TRWRA) received a request from the Fort Monmouth Economic Revitalization Authority (FMERA) to install connections for the redevelopment of the Nurse's Quarters property; and

WHEREAS, TRWRA has requested a waiver of the street opening moratorium in order to install the necessary connections to support the redevelopment needs; and

WHEREAS, the portion of roadways impacted being located on Main Street and Hedge Drive are presently under moratorium which expires in July 2027 per the Borough Engineer; and

WHEREAS, the TRWRA have petitioned the Governing Body to grant a waiver of the moratorium; and

WHEREAS, the Borough Engineer has reviewed and recommended that should the Governing Body approve the request that the permit be issued to TRWRA subject to the requirements of Borough Code § 331-9D et. seq. that the approval be granted conditioned upon the entire trench shall be backfilled with Dense Graded Aggregate to minimize settlement. The impacted portion of roadways shall be patched curb to curb with 6" of Hot Mix Asphalt 19M64. After a minimum 3 month period the area shall be milled 12" beyond the excavation in all directions and overlaid with 2" of Hot Mix Asphalt 9.5M64 and sealed with infrared.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that street opening application for sewer utility installments on behalf of FMERA for the Nurses Quarter's development is hereby authorized based on the Borough Engineer's recommendation and subject to repair of said openings pursuant with Borough Code § 331-9D et. seq. and the conditions outlined above.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN FMERA AND THE BOROUGH OF
OCEANPORT FOR ENGINEERING SERVICES RELATED TO ASBESTOS ABATEMENT & DEMOLITION
OF FMERA BUILDING #555 ON FORT MONMOUTH LANDS WITHIN THE BOUNDARIES OF THE
BOROUGH OF OCEANPORT**

Resolution #2023-177

07/20/23

WHEREAS, the Borough of Oceanport entered into an Interagency Memorandum of Understanding with the Fort Monmouth Economic Revitalization Authority (FMERA) for engineering services related to the demolition plans and specifications for Buildings 550, 551, 555 & 886 located in the Fort Monmouth section of Oceanport pursuant with Resolution #2022-129, Resolution #2023-52 and Resolution #2023-110; and

WHEREAS, FMERA desires to proceed with the work required for asbestos abatement and demolition of Building #555 and has submitted an MOU specific to the services needed for Building #555,

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Oceanport authorize the Mayor and Clerk to sign and effectuate said MOU for specific services related to Building #555 in concert with the approval and signature by FMERA.

BE IT FURTHER RESOLVED that the Borough Clerk forward a certified copy of this resolution along with the executed MOU to FMERA's Executive Director for approval and execution.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated the _____ day of July 2023, will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority ("FMERA") and the Borough of Oceanport (the "Borough") regarding the interagency agreement to fund the following items: the asbestos abatement (including removal, monitoring, and associated reporting), demolition, and site restoration activities (including preparation of all applications and associated, prerequisite environmental, engineering services and demolition permits) for Building 555 located in the Oceanport section of Fort Monmouth. FMERA and the Borough are collectively referred to herein as the "Parties."

WHEREAS, on July 6, 2022, FMERA and the Borough entered into a Memorandum of Understanding to contract for the civil and environmental engineering services to survey asbestos containing materials, by type, quantity, and location, survey universal wastes and other hazardous materials by type, quantity and location, and to prepare demolition specifications and bidding documents (including preparation of certain applications and associated prerequisite surveying, environmental and engineering services) for Buildings 550, 551, 555 & 886 located in the Oceanport section of Fort Monmouth (Civil and Environmental Engineering Services MOU) in three Project Sites as identified therein; and

WHEREAS, on February 23, 2023, FMERA and the Borough amended the Civil and Environmental Engineering Services MOU to increase the Project Funding (collectively the "Amended MOU"); and

WHEREAS, on June 9, 2023, FMERA received estimated costs, specifications for Asbestos Abatement and Demolition for the Project site containing Building 555 and a proposal for professional engineering, surveying and construction observation services associated with the Asbestos Abatement and Demolition of Building 555 from the Borough's Engineer Colliers Engineering and Design ("Colliers"); and

WHEREAS, under the Amended MOU, FMERA was permitted to either bid out each of the three identified Project sites or enter into a separate MOU with Oceanport for the Borough's engineer to oversee the public bidding for the demolition and remediation of the three identified Project Sites either together or separately; and

WHEREAS, FMERA entered into a separate MOU for abatement and demolition work for Building 886 on May 12, 2023; and

WHEREAS, it is FMERA's intention to enter into a separate MOU for abatement and demolition work upon receipt of the final Project Sites as defined by the Amended MOU; and

NOW THEREFORE, the Parties enter into this MOU to reflect the mutual understanding of the Parties relative to Project (defined below) for the abatement and demolition of Building 555 and the associated site restoration activities.

1. **Incorporation of Recitals.** The Parties hereto agree that the statements contained in the foregoing recital be and are hereby incorporated into this MOU as if more fully set forth herein at length.
2. **Incorporation of Plans.** The Parties hereto agree that the statements contained in the Colliers specifications for Asbestos Abatement and Demolition of Building 555 for the "Project" entitled Specification for Asbestos Abatement and Demolition of FMERA Building 555 dated June 2023 and any amendments thereafter be and are hereby incorporated into this MOU as if more fully set forth herein at length. The aforesaid, Specification for Asbestos Abatement and Demolition of FMERA Building 555 for the Project (hereinafter "the Plans"), are attached to this MOU as **Exhibit A**. Any future amendment to the Plans shall be effective upon mutual agreement by the Parties expressed in writing.
3. **The Project:** The purpose of the "Project" consists of the retention of the Borough's engineer, Colliers, for the abatement and demolition of Building 555 located on the Project Site (as defined below). Colliers' services shall include: bidding services for abatement and demolition contracts and the oversight of the following tasks:

removal of all asbestos containing materials (both friable and non-friable materials) from the interior and exterior sections of Building 555, asbestos abatement monitoring and reporting, post asbestos abatement review and the issuance of a final report, the collection, packaging, labeling, and disposal of universal wastes and other hazardous materials found at Building 555 to identified waste management facilities, potential removal of an underground storage tank, proper termination/abandonment (cut and capping)/deenergizing of existing utilities prior to commencement of demolition activities, all demolition work and the final restoration (i.e. grading, top soiling, and seeding) of the Project site. Colliers shall conduct a public bidding process for abatement and demolition services. All bids shall be consistent with the Plans prepared by Colliers, attached hereto as **Exhibit A**. Starting a month after selection of the bidder, Colliers shall prepare and submit weekly summary reporting the status of the Project. The goal of this Project is to facilitate a competitive bidding process for the selection a qualified subcontractor to commence and successfully complete the Project in the most cost-effective manner possible, with oversight from Colliers.

4. **Project Site(s):** Project Site is located within the boundaries of the Main Post Area of Fort Monmouth. The "Project Site" includes Building 555 (portion of Block 110, Lot 1) (Parcel Map), attached hereto as **Exhibit B**.
5. **FMERA's Role and Responsibilities:** FMERA will be responsible for performing the following tasks under this MOU:
 - a. Pay the costs of the Project, not to exceed Five Hundred and Twenty-Three Thousand Two Hundred Seventy-Five (\$523,275.00) Dollars "Project Funds," which is inclusive of costs for professional engineering, surveys, and construction observation services attached hereto as **Exhibit C** and the estimate for demolition attached as **Exhibit D**.
 - b. In consultation with Colliers, FMERA will review and approve the Plans as prepared by Colliers under the Amended MOU and as attached hereto, and any modification thereof, for public bidding in accordance with Local Public Contracts Law.
 - c. Grant to the Borough and its consultants and contractors a license to enter the Oceanport section of Fort Monmouth as needed to perform the Project, and as set forth below in section 8(c).
 - i. Each contract that the Borough enters into for the Project shall include provisions that the consultant or contractor will: (i) indemnify and hold FMERA and the Borough harmless against any and all claims related to or arising out of said consultant or contractor entering upon Fort Monmouth; and (ii) require the consultant/contractor to maintain adequate insurance coverage.
 - d. Provide the Borough with copies of plans, drawings, reports and any other available information related to the Project Site, infrastructure and buildings to the extent such plans, drawings, reports and information are available to FMERA.
 - e. Provide the Borough with a Notice to Proceed.
 - f. FMERA hereby confirms to the Borough that FMERA is holding Five Hundred and Twenty-Three Thousand Two Hundred and Seventy-Five (\$523,275) Dollars (the "Project Funds") for the payment of Project costs and expenses.
 - i. In the event the amount due to the Borough's contractor for the work described in Paragraph 2 is expected to be greater than Five Hundred and Twenty-Three Thousand Two Hundred and Seventy-Five (\$523,275), the Borough will notify FMERA that additional Project Funds are required. Any increase in the cost beyond ten (10%) percent of the Project Funds is subject to FMERA's Board approval.

6. **The Borough's Role and Responsibilities:** The Borough will be responsible for the following tasks under this MOU:
- a. **Project Funds:** The Borough shall use Project Funds disbursed by FMERA to the Borough to pay the costs of contractors and consultants hired to complete the Project. The Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Project.
 - b. **Contractors and Consultants:** The Parties acknowledge that the Borough has retained and entered into agreements and contracts with Colliers to assist in connection with the Project. In the event it becomes necessary or appropriate to replace Colliers, and to the extent allowable and consistent with applicable selection procedures, the Parties will jointly approve the selection of any replacement consultant or contractor prior to contract execution; including, but not limited to, having a FMERA representative as a member of the consultant/contractor selection committees. Any and all contracts with consultants or contractors entered into by the Borough in connection with the Project shall be advertised, solicited and selected by the Borough in accordance with applicable procurement requirements. FMERA authorizes the Borough to direct Colliers to begin and complete Project work under the terms set forth herein.
 - c. **Project Schedule:** The proposed Project Schedule provided by selected bidder shall be consistent with Colliers project timeline, as further described within the attached Scope of Work.
 - d. **Project Deliverables:** Before awarding the Abatement and Demolition Contract, Colliers, on behalf of the Borough of Oceanport, will, in consultation with FMERA, review the public bids for compliance with the Local Public Contracts Law and award the contract in accordance with the same. The Borough in consultation with Colliers shall provide FMERA with electronic copies of all documents provided by each of the bidders prior to the selection of a subcontractor, both in original software formats and PDF versions all of documents.
 - i. Abatement and Demolition Contract. The Parties acknowledge that Colliers, on behalf of the Borough of Oceanport, will enter into a contract(s) with the lowest responsible bidder for the Project as required by the Local Public Contracts Law. Any and all contracts with consultants or contractors entered into by Colliers in connection with the Project shall be publicly advertised, solicited and selected by Colliers in accordance with the Local Public Contracts Law.
 - ii. All requests for bids will state that any award of the contract shall be subject to the availability of FMERA funds. No contract will be awarded unless and until FMERA has deposited all the Project Funds required to complete work at each Project Site(s) pursuant to Section 7 below.
 - iii. In the event the contract price for the Project should exceed the Project Cost, the Parties reserve the right to reject all bids as exceeding the estimate in accordance with the Local Public Contracts Law.
 - e. **Project exceptions:** FMERA shall notify the Borough if any/all of the work is to be completed outside of this MOU. Upon notification of FMERA utilizing an alternate means to complete the work, the Borough shall incur no additional costs and return any unused monies under this agreement to FMERA.
 - f. **Approvals:** The Borough, through its consultants and contractors, will obtain any and all permits and approvals needed to complete the Project and the services associated with the Project.
 - g. **Prevailing Wage Requirement:** The Borough shall enter into, or direct Colliers to enter into, contracts that provide that each worker employed on the Project shall be paid not less than the prevailing wage rate for worker's craft or trade, as determined by the Commissioner of Labor and Workforce Development pursuant to N.J.S.A. 34:11- 56.25.

- h. **Compliance with Law:** The Borough will oversee the work of its consultants and contractors to have work performed in a safe and professional manner and in accordance with any and all applicable rules, regulations, ordinances, statutes, laws and requirements of any governmental office having jurisdiction over the Project.

7. **Compensation and Payment:** In accordance with Section 6.a. above, FMERA shall provide 100% of Project Funds to the Borough to be kept in escrow and utilized as necessary to complete the Project. The Borough is not entitled to any fee or charge for its role in awarding, overseeing and administering the Abatement and Demolition Contract. However, the Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Abatement and Demolition Work, including any and all permit fees, license fees, demolition observation engineering fees and such attorney's fees as are related to the administration of the Abatement and Demolition Work. The Borough will return to FMERA upon completion of the Project any amount of the Project Funds that are not expended for the Project.

8. **Additional Provisions:**

- a. **Environmental Liability:** It is expressly understood that this MOU and all subsequent, associated agreements will not obligate the Borough to incur any liability for any known or unknown environmental conditions that existed at or on Fort Monmouth.
- b. **Sufficient Funds:** It is agreed that nothing in this Memorandum of Understanding shall obligate or require the Borough to enter into or continue any agreement or contract for the Project or to expend the Borough personnel time or other administrative costs for the Project unless sufficient funds are readily available to the Borough for expenses that would be incurred in connection with the Project. The Borough shall at all times have the right to terminate or discontinue any agreement, contract or work for the Project if the Borough determines that sufficient funds are not readily available to the Borough for the expenses that would be incurred in connection with the Project.
- c. **Right of Entry and License:** Subject to the terms and conditions set forth in sub-paragraph 5(c) above, this MOU constitutes a license from FMERA to the Borough, its employees, officers, agents, consultants, contractors and subcontractors for access to the Project Site and abutting areas of Fort Monmouth in order to carry out the Project. Any and all consultants, contractors, and subcontractors hired by the Borough who enters upon the Project Site shall: (i) indemnify and hold FMERA and the Borough harmless from any and all claims related to or arising from said sub/consultant or sub/contractor entering Fort Monmouth; and (ii) maintain adequate insurance coverage.
- d. **Other Approvals:** Each Party will obtain all applicable governmental approvals, permits, and authorizations necessary to effectuate their respective responsibilities under this MOU.
- e. **Commencement and Duration:** This MOU will commence immediately upon execution by the Parties. Unless terminated earlier, this MOU shall remain in effect for three (3) years from the date and year first written above and may be amended by a writing executed by the Parties.
- f. **Amendments:** This MOU may be amended in a writing executed by the Parties.
- g. **Termination:** Any Party shall have the right to terminate this Memorandum of Understanding upon written notice to the other party. Upon termination, the Borough shall make reasonable efforts not to incur any additional expenses or administrative costs; provided, however, the Borough shall be permitted to continue to use the Project Funds to pay for any expenses or fees actually incurred in connection with the Project.

- h. **Notices:** All notices required to be served or given hereunder shall be in writing and will be deemed given when received by personal delivery, by an overnight delivery service which issues a receipt from delivery, or three business days after having been mailed by certified mail, return receipt requested, and addressed as follows:

If to the Borough of Oceanport:
 Borough of Oceanport
 910 Murphy Drive
 Oceanport, New Jersey 07757
 Attention: Donna Phelps, Borough Administrator

If to FMERA:
 Fort Monmouth Economic Revitalization Authority
 P.O. Box 267
 Oceanport, New Jersey 07757
 Attention: Kara Kopach, Executive Director

- i. **Titles and Headings:** Titles and headings are included for convenience only and shall not be used to interpret the MOU.

Exhibits: <https://njfmera.sharefile.com/d-4176bcc996cd4a80>

The foregoing correctly reflects the Parties' understanding and intent.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be duly executed and delivered as of the date and year first above written and by so executing, represent and warrant they have the authority to do so.

ATTEST

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY

Kara Kopach
Executive Director

ATTEST

BOROUGH OF OCEANPORT

JeanneSmith
Borough Clerk

John F. ("Jay") Coffey II
Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT TO COLLIERS ENGINEERING & DESIGN FOR ENGINEERING SERVICES
RELATED TO PROPOSAL DATED MAY 8, 2023 FOR THE DEMOLITION OF FORT MONMOUTH
BUILDING #555 PURSUANT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
BOROUGH OF OCEANPORT AND THE FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY
(FMERA)**

Resolution #2023-178

07/20/23

WHEREAS, the Borough Council adopted Resolutions #2022-129, #2023-52, #2023-111 and authorizing a Memorandum of Understanding (MOU) with the Fort Monmouth Economic Revitalization Authority (FMERA) where the Borough of Oceanport will provide engineering and related services for environmental, demolition plans, specifications, bidding services and observation services for four buildings in the Oceanport section of Fort Monmouth; and

WHEREAS, pursuant with Resolution #2023-_____, an MOU specific to the services required for demolition of Building #555 was approved; and

WHEREAS, the services to be provided are deemed to be “professional services” pursuant to the Local Public Contracts Law (N.J.S.A. 40:A 11-1, et seq.) and

WHEREAS, the Local Public Contracts Law authorizes the awarding of a Contract for “professional services” without public advertising for bids, provided that the Resolution authorizing the Contract and the Contract itself, are available for public inspection in the Office of the Borough Clerk and that notice of the awarding of the Contract is published in a newspaper of general circulation in the Municipality; and

WHEREAS, Colliers Engineering & Design has submitted a proposal dated May 8, 2023 for provision of the requested services; and

WHEREAS, having considered the matter in concert with FMERA, the Borough now wishes to authorize the Borough Engineer, Colliers Engineering & Design to perform the engineering services for the proposal dated May 8, 2023 for an amount not to exceed \$93,275.00

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

1. That the Borough of Oceanport has awarded a Professional Service Contract to Colliers Engineering & Design as Borough Engineer for 2023 and the work to be performed will be consistent with their existing contract and the Colliers proposal dated May 8, 2023 for engineering services related to the Borough’s MOU with FMERA for demolition of Building #555 in the Oceanport section of Fort Monmouth.
2. That authorization is granted for an amount not to exceed \$93,275.00 pursuant with the MOU with FMERA.
3. That the Borough Clerk shall publish a notice of the award in the Two River Times and the resolution and contract shall remain on file in the Borough Clerk’s office.
4. That a certified copy of this resolution shall be provided to FMERA’s Executive Director, the Borough Administrator, the Borough Engineer and the Chief Financial Officer.

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



May 8, 2023

VIA EMAIL

Kara Kopach, Executive Director
FMERA
100 Barton Street
P. O. Box 267
Oceanport, New Jersey 07757

Proposal for Professional Services
Building 555 Demolition
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Proposal No.: OPB-0181P

Dear Ms. Kopach,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) is pleased to submit this proposal for professional engineering, surveying and construction observation services associated with the Asbestos Abatement and Demolition of Building 555 at Fort Monmouth, in Oceanport, New Jersey.

This proposal is divided into four sections as follows:

Section I – Scope of Services

Section II – Business Terms and Conditions

Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

Section IV – Client Contract Authorization

The order in which the following scope of services is presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design (CED) to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 ABATEMENT MONITORING

Our office will provide an industrial hygiene technician (such as an individual accredited by USEPA or a state entity) to observe the asbestos abatement contractor and to collect the daily air samples and final clearance samples only in Buildings 555 which will be demolished. Daily monitoring samples will be analyzed for asbestos via phase contrast microscopy (PCM) and final clearance samples will be analyzed via transmission electron microscopy (TEM). All analyses will be completed on a one-day turnaround. The cost provided below presumes 15 days at Building 555 with up to 126 PCM samples and 40 TEM samples.

If additional days are required to complete the abatement, including reaching clearance levels in and out of the work area, additional days will be required and will be charged to FMERA at \$1,000/day and lab fees of \$20/PCM and \$185/TEM.

The contractor-provided abatement documentation will be reviewed for regulatory compliance and will be incorporated into a final report issued by CED.

Phase 1.0 Lump Sum Fee

\$59,210.00

PHASE 2.0 DEMOLITION OBSERVATION AND ADMINISTRATION

CED will perform construction administration and construction observation services during the period of the demolition contract. The ACM Mitigation Monitoring is included in Phase 1.0 above. It is anticipated that the contract will have a duration of two (2) months. Part-time construction observation services will be provided throughout construction activities and final inspections. CED will check on the Contractor's compliance with the Contract Documents and provide monthly status reports and recommendations regarding payment applications. The following scope is included in this phase:

1. Attend and chair the pre-construction meeting and prepare and distribute the minutes of that meeting.
2. We will assist the contractor with utility companies, as required, regarding the shutoff of the existing utilities.
3. Perform part-time construction observation services as required during construction of the proposed improvements. CED shall provide observation of construction for conformance with the Contract Documents and report any deviations to the Borough and the Contractor.



4. Review and recommend for approval to FMERA, Contractor's quantities, measurements, and requests for payment on a monthly basis.
5. Maintain pertinent job records including Contract Drawings, Addenda, Change Orders, Payment Estimates, and Daily Inspection Reports.
6. Maintain copies of all files related to this project including, but not limited to, all correspondence, permits, Requests for Information, shop drawings/reviews, design modifications, payment estimates, change orders, cost estimates, inspection reports, record plans and specifications, etc.
7. Negotiate and prepare change orders approved by the FMERA as required. Independent cost estimates will be prepared during review of the change orders to advise FMERA on the validity of the change orders.
8. Prepare a punch list of remaining work near completion of the project.
9. Prepare final estimate and closeout project as per the Contract Specifications.

Phase 2.0 Lump Sum Fee

\$33,065.00

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Phase Name		Fee
PHASE 1.0	ABATEMENT MONITORING (LUMP SUM)	\$59,210.00
PHASE 2.0	DEMOLITION OBSERVATION AND ADMINISTRATION (LUMP SUM)	\$33,065.00
	REIMBURSABLES (COST PLUS)	\$ 1,000.00
TOTAL FEE FOR PHASES 1.0 THRU 3.0		\$93,275.00

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

1. Any items not specifically defined in the Scope of Services.
2. Construction testing services. Expenses incurred for services, equipment, and facilities not furnished by CED are charged to FMERA at cost plus an up-charge not to exceed 25 percent of the invoice for said work.
3. This proposal does not include exploratory or testing services, interpretations, or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on site.
4. Printing and reproduction costs in excess of that contained in the contract. Such additional costs are not anticipated since contractors will be purchasing sets of the plans and technical specifications directly from this office.
5. Permit and application fees and governmental fees which are to be paid directly by FMERA.
6. Topographic and Underground GPR Surveys

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, CED may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

Section II – Business Terms and Conditions

The Business Terms and Conditions are in accordance with the original contract agreement executed with the Borough of Oceanport.

Section III – Rate Schedule

The Rate Schedule is on file with the Borough of Oceanport.

FMERA OBLIGATIONS

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



Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. This proposal is valid until July 10, 2023.

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

Sincerely,

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

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

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

WHW/dmm

cc: Jeanne Smith, RMC, Borough Clerk (via email)
Joseph Fallon, FMERA (via email)
Joseph Torlucci, Colliers Engineering & Design (via email)

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**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF NEW JERSEY FOR
USE OF THE NJEM GRANTS SYSTEM FOR FEMA PUBLIC ASSISTANCE AND/OR HAZARD
MITIGATION PROGRAMS**

**Resolution #2023-175
07/20/23**

WHEREAS, the Borough of Oceanport participates in the New Jersey Emergency Management Grants program when eligible for funding under FEMA Public Assistance and/or Hazard Mitigation programs for presidentially declared major disasters; and

WHEREAS, the New Jersey Office of Emergency Management has established NJEMGrants.org as the system for accessing forms and submittals for reimbursement requests; and

WHEREAS, in order to participate in the NJEM Grants program, the Borough must adhere to various protocols established by a Memorandum of Understanding agreement with the State of New Jersey and the New Jersey Office of Emergency Management,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that the Mayor and Borough Clerk are hereby authorized to execute a Memorandum of Understanding with the State of New Jersey and the New Jersey Office of Emergency Management for participation in the NJEMGrants online access program.

MEMORANDUM OF UNDERSTANDING
BY and BETWEEN
THE STATE OF NEW JERSEY
AND

This Memorandum of Understanding (Agreement), made and entered into between the New Jersey Office of Emergency Management, hereinafter referred to as the “NJOEM,” and

officially domiciled at

hereinafter referred to as the Subgrantee relating to application for grants under the Federal Emergency Management Agency (FEMA) Public Assistance and/or Hazard Mitigation programs for presidentially declared major disasters.

WHEREAS, The NJOEM, on behalf of the State of New Jersey, is the Grantee receiving funding under the FEMA Public Assistance and/or Hazard Mitigation programs as authorized under the Stafford Act and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities, and are properly reimbursed to the Subgrantee; and

WHEREAS, under current information provided, FEMA has determined that the Subgrantee is eligible to apply for and/or receive FEMA funding under the Public Assistance and/or Hazard Mitigation programs, subject to approval of a Project Worksheet for Public Assistance or application for a Hazard Mitigation grant;

WHEREAS, this agreement is part of the application for Disaster Assistance and will become effective and binding upon approval of a Project Worksheet or Hazard Mitigation Grant and signature on behalf of NJOEM;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Stafford Act and all applicable FEMA regulations as provided in 44 CFR and FEMA policies that govern the Public Assistance and/or Hazard Mitigation programs and shall adhere to the application of the Stafford Act and those applicable regulations and policies and OMB Circulars A-87, A-102, A-110 and A-133 as a condition for the acceptance of and expenditure of said FEMA funding.

As a further condition for the acceptance of and expenditure of FEMA funding, the Subgrantee hereby agrees to follow all NJOEM guidelines, regulations and directives, to include but not be limited to the following:

- Use NJEMGrants.org, as applicable, to access forms and submit Requests For Reimbursement (RFR) and supporting documentation.
- Subgrantee agrees to promptly notify NJOEM and FEMA of any project that involves the following:
 - Work taking place in floodplains or wetlands
 - Improved projects that increase the size or footprint of a facility (PA Program)

- Alternate projects (PA Program)
- Relocated projects
- Hazard mitigation projects affecting floodplains or wetlands, such as culvert enlargements
- Any project that changes the function of a facility
- Work affecting facilities with historic significance

Such projects have the potential to be subject to additional FEMA review as they may trigger additional Federal compliance requirements in accordance with by the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA), Executive Order 11988 (Floodplain Management), Endangered Species Act (ESA) and other applicable Federal Laws.

- The Subgrantee shall assure that all project documents are made available to NJOEM, FEMA, Department of Homeland Security, Office of Inspector General (OIG) or to any other state or federal agency as determined by NJOEM, to include but not limited to: insurance policies, insurance proceeds received as a result of the disaster, and all other documentation substantiating eligible costs.
- All records, reports, documents and other material delivered or transmitted to NJOEM by the Subgrantee shall become the property of NJOEM.
- The Subgrantee shall obtain and maintain such types and extent of insurance as are reasonably available, adequate, and necessary to protect against future loss from similar hazards to the extent required under 44 CFR 206.250-206.253. This insurance must, at a minimum, be in the amount of the Federal grant award plus any non-Federal share.
- The Subgrantee is responsible for compliance with all federal and state laws, regulations and policies. The Subgrantee should pay particular attention to those regulations and policies whose non-compliance may make Subgrantee eligible for corrective action under the NJOEM. Those policies are listed in Exhibit B, attached to and made part of this MOU.
- The Subgrantee may be required to execute a separate subgrant agreement for Hazard Mitigation Grant Program projects in addition to this MOU.
- The Subgrantee agrees to monitor NJEMGrants.org for any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individual(s) named herein as the Subgrantee's agent(s) are knowledgeable of the requirements outlined herein.

The Subgrantee hereby acknowledges that failure to adhere to all applicable state and federal law, regulations, policies and directives may result in suspension and/or termination of funding /reimbursements and/or all or part of the de-obligation of previously received funding.

Responsibilities of the NJOEM

- NJOEM agrees to maintain NJEMGrants.org subject to the availability of funding.
- NJOEM shall, through the Subgrantee's assigned Disaster Recovery Specialists, review Subgrantee's Request For Reimbursements, assist Subgrantee in correcting any deficiencies, and disburse reimbursement requests to the Subgrantee as timely as possible.
- NJOEM shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements through NJEMGrants.org, or appropriate alternate methods of communication.
- NJOEM shall provide technical assistance, advice on best practices and other education outreach programs to assist the Subgrantee in the formulation and management of its FEMA grants (see Disclaimer paragraph herein below).

Memorandum of Understanding (MOU)

Term of Agreement

This MOU shall remain in full force and effect as long as the Subgrantee has outstanding FEMA grants that have not been closed out and/or the Subgrantee receives future FEMA funding, including the record retention period. Any changes in regulations, policies or procedures applicable to disaster funding shall constitute an amendment to this Agreement.

Results of De-Obligation

The Subgrantee acknowledges that all final actions by FEMA to de-obligate funding are the financial responsibility of the Subgrantee and said amounts de-obligated shall be remitted to NJOEM by the Subgrantee immediately upon demand or in accordance with NJOEM policy.

Limitation of Liability

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties to whom services or materials are provided or who provides services or materials under any project funded by the FEMA Public Assistance and/or Hazard Mitigation programs.

Disclaimer

In its capacity as the Grantee and state fiduciary of Federal Emergency Management Agency (FEMA), and other federal grant funds, the NJOEM provides technical assistance and education outreach programs to current and potential Subgrantees (collectively referred to as "Subgrantees") of the FEMA Public Assistance and/or Hazard Mitigation programs.

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. Education outreach programs include general programmatic grants management guidance for a Subgrantee to use in administering its own grants management program. NJOEM does not render legal opinions to Subgrantees, but rather provides information intended to assist a Subgrantee prudently manage its own grants management program by employing effective methods and sound practices to manage FEMA grants.

Technical assistance and other grants management information provided by NJOEM and adopted by the Subgrantee, does not serve as NJOEM's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations and policies as required by the FEMA Public Assistance and/or Hazard Mitigation programs.

The Subgrantee, by its decision to participate in the FEMA Public Assistance and/or Hazard Mitigation programs, bears the ultimate responsibility for ensuring compliance with all applicable state and federal

Memorandum of Understanding (MOU)

laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by NJOEM, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, NJOEM, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

Discrimination Clause

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Memorandum of Understanding (MOU)

Notices

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

New Jersey State Police Recovery
Bureau
PO Box 7068
West Trenton, NJ 08628
ATTN: Major Christopher DeMaise

Or NJEMGrantsHelp@njsp.gov

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first written above.

WITNESSES:

State's Witness
Name:

State Coordinating Officer
Name: Christopher DeMaise
Title: Lieutenant Colonel
Telephone Number:

Date

WITNESS

SIGN HERE

Entity's Witness
Name: Jeanne Smith
Title: Borough Clerk

Chief Elected/Appointed Official
or Chief Executive Officer
Name:
Title:
Telephone Number:

Date

Exhibit A

Designation of Applicant's Agent

Provide the information below for 1 primary and 2 alternate individuals that will be designated as agents.

Primary Agent's Name:

Title:

Telephone number:

Email Address:

Alternate Agent's Name:

Title:

Telephone number:

Email Address:

Alternate Agent's Name:

Title:

Telephone number:

Email Address:

I,
as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for Public Assistance on behalf of the Subgrantee for the purpose of obtaining certain State and Federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended). The above named agents(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of New Jersey on all matters pertaining to the management of grants and disaster assistance received from FEMA as required by this MOU.

SIGN HERE

Chief Elected/Appointed Official or

Chief Executive Officer

Name:

Title:

Telephone Number:

Date

Exhibit B

POLICIES ELIGIBLE FOR CORRECTIVE ACTION

The policies below are examples of the policies eligible for corrective action by NJOEM. They are NOT inclusive of all actions which may be subject to corrective action.

Policy	Summary of Policy
Advances	Expenses related to Project Worksheets (PW) must be within the scope of the PW
Requests For Reimbursement (RFR)	RFRs must exceed \$2,500 per submission
Compliance	Subgrantees who receive grant funds greater than \$500,000 are required to comply with OMB Circular A-133 and proactively work with NJOEM to correct any deficiencies.
Federal Funding Accountability and Transparency Act (FFATA)	It is the responsibility of the Subgrantee to provide information as requested by NJOEM to comply with the Federal Funding Accountability and Transparency Act.
Document Retention	Subgrantee must maintain original documentation throughout the life of the PW and retain the documentation for a minimum period of three years after closeout (44 CFR 13.42)
Unused Funds	Subgrantee is responsible for identifying, in a timely manner, all funds not used after the completion of a project and upon identification to immediately return those funds to NJOEM (44 CFR 206.205 and NJOEM policy)
Return of De-Obligated Funds and Interest	Subgrantee is required to return all de-obligated funds to NJOEM within 60 calendar days of notice as well as remit any interest accrued on grant funds (44 CFR 13.21)
Fraud, Waste or Abuse	Initial findings by NJOEM indicating fraud, waste or abuse may have immediate impact on funding and be reported.
Quarterly Reporting	All completed and accurate quarterly reports are due within 15 days after the end of the quarter (44 CFR 206.204)
Procurement	All procurement must be in compliance with state and federal law and regulations to include taking affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible (44 CFR 13.36)
Project Timelines	All projects are required to be completed within the milestones stated in the regulations. It is the responsibility of the Subgrantee to file a timely request for extension if so required (44 CFR 206.204)
Special Provisions	Subgrantees are required to comply with NEPA and NHPA
Insurance	Subgrantees shall comply with the obtain and maintain insurance requirements or obtain a waiver from the New Jersey Department of Banking and Insurance Commissioner (44 CFR 206.250-206.253)
Debarred and Suspended Contractors	Subgrantees shall not make any awards to debarred, suspended or otherwise ineligible contractors (44 CFR 13.36 (b) (8) and www.epls.gov)

STATE OF NEW JERSEY W-9/QUESTIONNAIRE INSTRUCTIONS

The enclosed form is required by the State of New Jersey's Comprehensive Financial System, and must be completed by vendors/payees who intend to do business with the State of New Jersey or by New Jersey State employees who are seeking reimbursement for travel or training expenses. Please answer ALL questions and print clearly. If you have questions or need assistance completing the form, please contact vendor control at (609) 633-8183 or via email: AAIUNIT@treas.state.nj.us.

PART I. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Part One is a W-9 form as required by the Internal Revenue Service to verify the name, address, and federal identification number for vendor/payees who may receive a 1099.

For questions 1-4:

If there is no preprinted data, populate the form with the vendor/payee's name (as shown on your tax return), address, city, state, and zip code, and sign and date the form under question number five.

If the form contains preprinted data and the preprinted information is correct, sign and date the form under question five.

If the form contains preprinted data and the preprinted information is not correct, cross out the incorrect data and make any changes immediately to the right of the preprinted information and sign and date the form under question five.

PART II. VENDOR/PAYEE DATA: STATE OF NEW JERSEY VENDOR/PAYEE INFORMATION QUESTIONNAIRE

1. Enter the code that best describes the primary business function from the choices provided.

2. Print the name, phone number, and e-mail address of the primary contact person for the vendor listed in Part One.

If you are an employee of the State of New Jersey or manage a Confidential Fund or a Petty Cash Fund for a State agency, do not answer the remaining portion of the questionnaire (Questions three and four).

3. Enter the principle activity of your organization from the choices provided.

4. Enter the code that best describes your organization from the choices provided.

SUBMISSION OF THE STATE OF NEW JERSEY W-9/QUESTIONNAIRE

Mail or fax completed forms to The Office of Management and Budget (OMB):

OMB-Vendor Control Unit
PO Box 221
Trenton, NJ 08625-0221

Fax: (609) 984-5210

ACCESSING YOUR ACCOUNT INFORMATION

Details regarding specific payments, similar to a check stub, may be obtained over the internet through the Vendor Payment Inquiry (VPI) system. To access VPI, users must first create a 'MyNewJersey' portal account.

Begin by logging onto the State of New Jersey's web page, <http://www.state.nj.us> and creating a log in and password (click on the 'register' link under the 'home' tab). Once the 'MyNewJersey' portal account has been established, users will have to sign up for the VPI application by clicking the 'enroll here' button on our website, https://www20.state.nj.us/TYM_VPI/

The online tutorial for VPI can be found at https://www20.state.nj.us/treasury/omb/TYM_VPI/docs/GettingStarted.pdf

VPI provides two years of historical data (such as issuing agency, payee reference, payment amount, payment date, etc) and allows for the review of scheduled payments.

**STATE OF NEW JERSEY
W-9/QUESTIONNAIRE**

18.a

THE STATE OF NEW JERSEY REQUIRES THE FOLLOWING INFORMATION TO ESTABLISH YOUR NAME, ADDRESS AND TAXPAYER ID ON STATE RECORDS. THE INFORMATION IS USED TO POPULATE AND MAINTAIN THE STATE'S VENDOR/PAYEE FILE AND MUST BE COMPLETED BEFORE PAYMENTS ARE MADE.

IMPORTANT: YOU WILL NOT BE PAID BY THE STATE OF NEW JERSEY UNTIL THIS FORM IS COMPLETED, SIGNED AND RETURNED. FOR ADDITIONAL INFORMATION CALL (609) 633-8183 OR EMAIL: AAIUNIT@TREAS.STATE.NJ.US

Return completed form to:
OMB VENDOR CONTROL
PO BOX 221
TRENTON, NJ 08625 or
FAX: (609) 984-5210

PART I. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

1. **Name** (as shown on your tax return):

Doing business as (if different than name):

2. **Address line 1:**

Address line 2:

3. **City:** **State:** **Zip:**

If the above contains preprinted data that is incorrect, cross it out and write the correct information immediately next to it.

4. **Taxpayer Identification Number (TIN)** Enter your TIN below and select the type of number listed.

☐ SOCIAL SECURITY NUMBER

☐ EMPLOYER IDENTIFICATION NUMBER

5. **Certification: Under penalties of perjury, I certify that:**

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

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

Sign
Here

Signature

SIGN HERE

Date

PART II. VENDOR/PAYEE DATA: STATE OF NEW JERSEY VENDOR/PAYEE INFORMATION QUESTIONNAIRE

1. Enter the code from the list below that best describes your primary business function:

VENDORS

VG=VENDORS WHO SELL OR MANUFACTURE GOODS

HC=HEALTHCARE SERVICES (NON STATE AGENCIES)

VS=VENDORS WHO RENDER SERVICE OR RECEIVE RENT PAYMENTS

LG=LEGAL SERVICES

CS=CONSTRUCTION VENDORS WHO RENDER SERVICES

CG=CONSTRUCTION VENDORS WHO SELL OR MANUFACTURE GOODS

GOVERNMENT ENTITIES

AC=AUTHORITY/COMMISSION

CF=CONFIDENTIAL FUND

PC=PETTY CASH

SD=SCHOOL DISTRICT

FA=FEDERAL AGENCY

FD=FIRE DISTRICT

CM=COUNTY/MUNICIPALITY

EP=NJ STATE EMPLOYEE

SA=STATE AGENCY

WB=WELFARE BOARD

CU=STATE COLLEGE/UNIVERSITY

OTHER VENDORS

OT=OTHER VENDOR (PLEASE SPECIFY) _____

2. **Primary Contact Information (ALL FIELDS ARE REQUIRED):**

Name: _____ Phone: _____ Email: _____

☐ Please check here if you are interested in receiving information about payments by direct deposit.

IF YOU ARE A NJ STATE EMPLOYEE, NJ MANAGER OF A CONFIDENTIAL FUND OR PETTY CASH FUND, DO NOT ANSWER THE BALANCE OF THE QUESTIONNAIRE.

3. What is the principle activity of your organization?

☐

M=MANUFACTURING

H=HEALTH RELATED SERVICE

C=CONSTRUCTION

L=LEGAL

S=SERVICE

G=GOVERNMENT

O=OTHER (PLEASE SPECIFY) _____

4. Enter the code from the list below that best describes your organization

☐

C=CORPORATION

I=INDIVIDUAL

P=PARTNERSHIP

L= LIMITED LIABILITY COMPANY

IMPORTANT: ANSWER ALL QUESTIONS (PRINT CLEARLY OR TYPE)

Exhibit D

OMB Approval No.0341-0042

ASSURANCES- CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Standard Form 4240 (4-88)
Prescribed by OMB Circular A-102

Exhibit D

- II. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) regarding labor standards for federally assisted construction subagreements.
 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
 19. Will comply with all applicable requirements of all other Federal Laws, Executive Orders, regulations and policies governing this program.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

FEMA PA and HM Program

2. Application Number and/or Project Name

3. Applicant Tax ID Number

4. Typed Name and Title of Authorized Representative

SIGN HERE

5. Signature

6. Date

Memorandum of Understanding (MOU) Instructions

1. The MOU consists of a 5 page document and 5 Exhibits (A-E); 13 pages total. All documents must be completed and returned to New Jersey State Police, Office of Emergency Management (NJOEM) with the appropriate signatures.
2. The MOU and Exhibits A, C and E should be filled out electronically. If you cannot fill it out electronically, please make sure to print all of the required information.
3. To complete the MOU and Exhibit A, use either the tab key or the arrow keys to move through the pages field by field. All fields must be completed prior to submission.
4. Once all required information has been entered into the fillable fields of the MOU and all Exhibits, print the entire document including all pages of the MOU as well as Exhibits A, B, C, D, and E.
5. The last page of the MOU document, before Exhibit A, requires the signature of the Chief Elected/ Appointed Official or the Chief Executive Officer, title, telephone and date of signature. The MOU also requires the signature of a witness.
6. Exhibit A (Designation of Applicant's Agent) requires the signature of the Chief Elected/ Appointed Official or the Chief Executive Officer, title, telephone and date of signature. An email address is required to obtain access to the system (all email addresses must be unique, no duplicates are allowed).
7. Exhibit C (State of New Jersey W-9 / Questionnaire) should be filled out completely and signed.
8. Exhibit E (The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions) should be filled out completely and signed.
9. **PLEASE NOTE: The same person must sign the MOU and Exhibits A & E.**
10. Once the documents are complete and signed, they must be sent to the following email address: NJEMGrantsHelp@njsp.gov

Note: If email is unavailable to you, a paper copy may be submitted to the address below. Please note that this may slow the process of obtaining access to the system as it will need to be scanned and uploaded by our staff.

New Jersey State Police
 Recovery Bureau
 PO Box 7068
 West Trenton, NJ 08628
 ATTN: LTC Christopher DeMaise

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING SUBMITTAL OF A GRANT APPLICATION THROUGH THE NJ DEPARTMENT OF
AGRICULTURE SPOTTED LANTERNFLY GRANT PROGRAM**

Resolution #2023-176
07/20/23

WHEREAS, the Borough of Oceanport desires to apply for and obtain a grant from the New Jersey Department of Agriculture for up to \$15,000.00 for the chemical control treatment of the Spotted Lanternfly, a serious invasive pest that damages and stresses plants and trees and affects the quality of life and enjoyment of the Borough's parks and outdoor facilities; and

WHEREAS, grant payments will be paid as a reimbursement for actual costs incurred by the Borough and no matching funds are required,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that the Borough of Oceanport authorizes the application for the Spotted Lanternfly 2023 Chemical Control Treatment Grant through the New Jersey Department of Agriculture.

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith.

From: [Donna Phelps](#)
To: [Jeanne Smith](#)
Cc: [Oceanport Mayor](#)
Subject: Agenda Items - Grant for Lantern Fly Chemical Control Treatment
Date: Thursday, July 13, 2023 6:01:59 PM
Attachments: [Application Form - 2023 SLF Grants NJ County Municipal Funding.pdf](#)

Today, I was advised by both John Carroll and Councilman Tvrdik about lantern flies at Maria Gatta and Bridgewaters. They are very destructive and the NJ Department of Agriculture has a grant program to reimburse municipalities about to \$15,000 to address the situation. Attached is the grant application. Can you please put a Resolution on authorizing the Mayor to sign the application for next Thursday's meeting. The grants are on a 1st come, 1st served basis. Thanks.

DONNA M. PHELPS
Administrator
Borough of Oceanport
910 Oceanport Way
Oceanport, NJ 07727
732-222-8221, ext. 1003

**STATE OF NEW JERSEY
DEPARTMENT OF AGRICULTURE
DIVISION OF PLANT INDUSTRY
PO BOX 330
Trenton, NJ 08625
joseph.zoltowski@ag.nj.gov
(609)406-6939**

Spotted Lanternfly Program – 2023 Chemical Control Treatment Grant

Applicant (County or Municipality)

BOROUGH OF OCEANPORT

Address

910 Oceanport Way, PO Box 370

City

Oceanport

State

New Jersey

Zip Code

07757



The Applicant agrees to comply with the terms and conditions as listed below if awarded a 2023 Grant by the NJDA under the Spotted Lanternfly Program:

A total of up to \$50,000 per county and \$15,000 per municipality, subject to the availability of funds, is accessible on a first-come, first-served basis to county/municipal governments in the state of New Jersey who are interested in performing chemical treatment activities against the Spotted Lanternfly. The funding opportunity will be available until allocated funds are exhausted.

Organizations that May Apply for Funding from NJDA: All County and Municipal governments in New Jersey may apply for funding to provide chemical treatments against populations of this insect on their private and public lands.

For approved Applicants, grant payments will be paid as a reimbursement for actual costs incurred by the county or municipality in providing the treatment services, without profit, which

shall include the costs for (a) spray equipment and supplies, (b) materials, and (c) labor, as expended and submitted by the approved Applicant. Only costs incurred for treatment services provided in the 2023 treatment season are eligible for reimbursement.

Additional requirements for governmental participants under the grant program:

- Counties / Municipalities shall follow appropriate fiscal procurement procedures when purchasing approved treatment materials, equipment, and services if applicable.
- Counties / Municipalities whose applications have been approved shall submit invoices for the allowed treatment expenditures. Grant funds will only be paid after invoices are submitted, and all invoices must be submitted for payment on or before December 31, 2023, in order to receive payment.
- Counties / Municipalities shall have their designated pesticide applicators complete a training session provided by the NJDA.
- Counties / Municipalities shall provide pesticide public application notifications compliant with NJDEP pesticide regulations appropriate with the areas scheduled for treatments.
- Counties / Municipalities shall provide to the NJDA, on a monthly basis, the Block and Lot information, as well as number and types of trees, where treatments have been conducted.
- If a County / Municipality is utilizing an independent contractor for treatment services, the governmental agency will provide the NJDA with the contact information of its independent contractor.

Applications Must be Completed and Returned: This application must be completed and received at the above address through mail, overnight, or by email. Only approved Applicants will be eligible for reimbursements. Since applications will be approved on a first-come, first-served basis until all available funds are encumbered, we encourage you to submit your application as soon as possible. No applications received after September 1, 2023 will be considered.

☒ **The Applicant agrees to and has separately signed the attached Additional Terms and Conditions to Meet Federal Requirements.**

Signature

Print name

Title

JOHN F. COFFEY, II

MAYOR

County or Municipality

Agency

MUNICIPALITY

OCEANPORT

Telephone

Email address

732-222-8221

Mayor@oceanportboro.com

Date

July 20, 2023

FOR NJDA OFFICE USE ONLY:

NJDA Authorization and Date

ADDITIONAL TERMS AND CONDITIONS TO MEET FEDERAL REQUIREMENTS

The undersigned individual represents that he/she is authorized to sign this Agreement on behalf of the named-below County or Municipality (hereinafter “GRANTEE”) receiving Spotted Lanternfly Chemical Treatment Grant funds (“Grant Funds”) from the New Jersey Department of Agriculture (“NJDA”). Further, by his/her signature below, the undersigned indicates that, in addition to the terms, conditions and requirements set forth in the Application form submitted by GRANTEE to request Grant Funds, and in consideration for receiving Grant Funds from NJDA if said Application is approved, said GRANTEE agrees to comply with the provisions of the following statutes, rules, and regulations in connection with its receipt and expenditure of the Grant Funds being provided to GRANTEE by NJDA under the American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund:

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury’s implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
10. Generally applicable federal environmental laws and regulations.

B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language is hereby included in every contract or agreement subject to Title VI and its regulations between the NJDA and the GRANTEE and the following language must be included in every contract or agreement subject to Title VI and its regulations between GRANTEE and its contractors, subcontractors, successors, transferees and assignees:

The grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. Federal Labor Standards

1. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
2. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
3. The Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

D. Other State and federal laws applicable include, but are not limited to, the following:

1. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), establishing a prevailing wage level for workers engaged in public works.
2. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
3. State of New Jersey Executive Order No. 215 (Kean 1989), requiring environmental assessments or environmental impact statements to the extent applicable for major construction projects.
4. (a) In accordance with 41 U.S.C. § 4712, GRANTEE may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

 (b) The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;

- d. A NJDA employee responsible for contract or grant oversight or management;
 - e. An authorized official of the U.S. Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of the New Jersey Department of Community Affairs (“DCA”), contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) GRANTEE shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
5. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.
- (a) GRANTEE shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms “minority-owned business,” “women-owned business,” and “veteran-owned business” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, “minority group members” are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. GRANTEE may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.
- (b) Affirmative steps shall include:
- a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
 - b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
 - e. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.
6. All state and federal laws and regulations concerning the procurement of goods and services by a county or municipality.

E. Increasing Seat Belt Use in the United States.

1. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), GRANTEE should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

F. Reducing Text Messaging When Driving

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), GRANTEE should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and GRANTEE should establish workplace safety policies to decrease accidents caused by distracted drivers.

G. Personally Identifiable Information

1. To the extent GRANTEE receives personally identifiable information, it will comply with the Privacy Act of 1974 and U.S. Treasury rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79. Subrecipients shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

H. Conflicts of Interest.

1. GRANTEE must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded with CSFRF Funds.
2. GRANTEE must disclose in writing to U.S. Treasury or DCA, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

I. American Rescue Plan Act

1. Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).
2. Implementing regulations adopted by U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

J. Records to be Provided on Request

Upon request, GRANTEE will provide NJDA with all necessary documents and records to demonstrate compliance with the above terms, conditions and assurances.

NJDA Spotted Lanternfly Program
for Counties and Municipalities
2023 Grant Application Form

Agreed to this 20th day of July, 2023

GRANTEE

BY:

Name: JOHN F. COFFEY, II

Title: MAYOR

Authorized to sign on behalf of and to contractually bind

County/Municipality: Oceanport Borough

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CONTRACT FOR TURF MANAGEMENT SERVICES WITH JCW, INC. DBA NATURAL
GREEN LAWN CARE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY
COOPERATIVE PRICING SYSTEM**

**Resolution #2023-173
07/20/23**

WHEREAS, the Borough of Oceanport is a party to a cooperative purchasing agreement with the Educational Services Commission of New Jersey, a cooperative purchasing program organized pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-10, and

WHEREAS, the Local Public Contracts Law authorizes a municipality to acquire goods and services through a duly formed cooperative purchasing system without advertising for bids, and

WHEREAS, the Borough has need of procuring fertilization services for Borough parks and lands, and

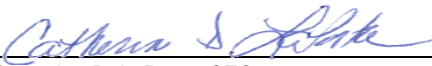
WHEREAS, the Educational Services Commission of NJ has awarded a contract to JWC, Inc DBA Natural Green Lawn Care, 795 E. Main St, Bridgewater, NJ 08807 (Contract #65MCESCCPS, MRESC 19/20-10, extended through 7/31/23) for Landscape Time and Materials and the Borough desires to award a contract for fertilization services in the amount of \$10,904.43.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that a contract for fertilization services with JWC, Inc DBA Natural Green Lawn Care, 795 E. Main St, Bridgewater, NJ 08807 through the Educational Services Commission of NJ (Contract #65MCESCCPS, MRESC 19/20-10, extended through 7/31/23) for a total amount not to exceed \$10,904.43 is hereby authorized.

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

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in Open Space Trust Account #06-270-00-500-020, not to exceed \$10,904.43 for the stated purpose.



Catherine D. LaPorta, CFO



Educational Services Commission of New Jersey/ Natural Green Lawn Care

Borough of Oceanport

315 East Main Street

Oceanport, NJ 07757

19/20 -- 10
ESCNJ 20/21-49-

May 31, 2023

Attn: Steve Briskey

RE: 2023 Turf Maintenance Program

Blackberry Bay Park: 11.3 acres

Spring: Balanced fertilizer, crabgrass and broadleaf weed control \$1,106.38

Early Fall: Fertilizer and broadleaf weed control \$1,106.38

Fall: High Potassium fertilizer for root development \$1,106.38

Community Park: 2.8 acres

Spring: Balanced fertilizer, crabgrass and broadleaf weed control \$359.68

Early Fall: Fertilizer and broadleaf weed control \$359.68

Fall: High Potassium fertilizer for root development \$359.68

Gatta Park: 6.0 acres

Spring: Balanced fertilizer, crabgrass and broadleaf weed control \$719.60

Early Fall: Fertilizer and broadleaf weed control \$719.60

Fall: High Potassium fertilizer for root development \$719.60

Old Wharf Park: 2.1 acres

Spring: Balanced fertilizer, crabgrass and broadleaf weed control \$269.85

Early Fall: Fertilizer and broadleaf weed control \$269.85

Fall: High Potassium fertilizer for root development \$269.85

Trinity Park: 0.6 acres

Spring: Balanced fertilizer, crabgrass and broadleaf weed control \$89.95

Early Fall: Fertilizer and broadleaf weed control \$89.95

Fall: High Potassium fertilizer for root development \$89.95

795 E. Main St., Bridgewater, New Jersey 08807
Ph. 732 560 8061 Fx. 732 560 8580



Charles Park: 0.7 acres

Spring: Balanced fertilizer, crabgrass and broadleaf weed control \$89.95

Early Fall: Fertilizer and broadleaf weed control \$89.95

Fall: High Potassium fertilizer for root development \$89.95

Evergreen Park: 0.6 acres

Spring: Balanced fertilizer, crabgrass and broadleaf weed control \$89.95

Early Fall: Fertilizer and broadleaf weed control \$89.95

Fall: High Potassium fertilizer for root development \$89.95

Townhall & Police:

Spring: Balanced fertilizer, crabgrass and broadleaf weed control \$719.60

Early Fall: Fertilizer and broadleaf weed control \$719.60

Fall: High Potassium fertilizer for root development \$719.60

Port AuPeck Fire House

Spring: Balanced fertilizer, crabgrass and broadleaf weed control \$89.95

Early Fall: Fertilizer and broadleaf weed control \$89.95

Fall: High Potassium fertilizer for root development \$89.95

Wolfhill Ave & Eatontown Blvd Triangle:

Spring: Balanced fertilizer, crabgrass and broadleaf weed control \$49.95

Early Fall: Fertilizer and broadleaf weed control \$49.95

Fall: High Potassium fertilizer for root development \$49.95

Shrewsbury Ave & Monmouth Blvd Triangle:

Spring: Balanced fertilizer, crabgrass and broadleaf weed control \$49.95

Early Fall: Fertilizer and broadleaf weed control \$49.95

Fall: High Potassium fertilizer for root development \$49.95

Thank you,

John Zenone

Natural Green Lawn Care

795 E. Main St., Bridgewater, New Jersey 08807
Ph. 732 560 8061 Fx. 732 560 8580

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT TO MUSCO SPORTS LIGHTING LLC FOR ELECTRICAL SERVICES FOR
MARIA GATTA PARK UNDER THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT
#071619-MSL**

**Resolution #2023-172
07/20/23**

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

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

WHEREAS, the Borough desires to install electrical services at Maria Gatta Park; and

WHEREAS, Musco Sports Lighting LLC is an authorized vendor under Sourcewell CO-OP #071619-MSL for sports lighting with related supplies and services has submitted a proposal for the work for a total amount of \$83,214.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available for the purpose stated herein; and

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

1. Authorization is hereby granted to award a contract to Musco Sports Lighting LLC for installation of electrical services and related supplies and service at Maria Gatta Park through Sourcewell CO-OP #071619-MSL for a total amount not to exceed \$83,214.00

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be supplied to the Borough Administrator and Chief Financial Officer.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in Sports Betting Revenue Account not to exceed \$83,214.00 for the stated purposes.


Catherine D. LaPorta, CFO

Quote

Date: 6/2/23

Project: Maria Gatta Community Park
 Oceanport, NJ
 Musco Project Number: 210800

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following:
 Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

(2) Musco Pre-cast Bases for Field 2 – 360' x 210'\$ 55,079.00

- Bases to include integrated lightning grounding

Installation Services Provided

- Supply and install new freestanding enclosed electrical service (300A 277/480V 3Ø) to facilitate the future installation of Musco-supplied lighting control / contactor cabinet with Control-Link.
- Supply and install new wiring from service location to JCPL utility pole.
 - Service to have provisions for future Musco sports lighting control cabinet.
- Supply and install additional underground conduits within service pad to facilitate installation of feeders to future poles.
- Installation of (2) Musco pre-cast bases. Pre-cast bases to be maximum 36"- diameter, 14'-embedment. Pricing includes use of caissons, if required.

Adder 1: Upgrade Electrical Service\$ 10,330.00

- Increase electrical service to 400A 277/480V 3Ø to accommodate provisions to supply additional 100A feeder to future building.

Adder 2: For Underground Electric\$ 6,795.00

- Adder 2: Supply and install underground electrical feeder to future customer-supplied sign. Sign location not to exceed 150' distance from electrical service location.

Adder 3: Engineered Electrical Drawings\$ 11,010.00

- If electrical designs are required, please add additional engineering fees.



Quote

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

6-8 Weeks for delivery of Musco materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2021 IBC, 120 mi/h, Exposure C, Importance Factor 2.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Sales tax and bonding are not included.
- Quote is based on June, 2023 pricing and is subject to change.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Dan Shalloo
Sales Executive
Musco Sports Lighting, LLC
Phone: 732-539-4329
Email: dan.shalloo@musco.com



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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Musco Sports Lighting, LLC, of 100 1st Avenue West, Oskaloosa, IA 52577

(Vendor Name)

(Vendor Address, City, State, Zip)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 2023 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Oceanport as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

Part II – Ownership Disclosure Certification

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

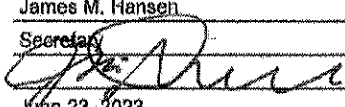
Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Musco Corporation - 100% of Musco Sports Lighting, LLC	100 1st Avenue West, Oskaloosa, IA 52577
Joe P. Crookham Family - More than 10% of Musco Corporation	815 Woodland Road, Oskaloosa, IA 52577
Myron K. Gordin Family - More than 10% of Musco Corporation	2756 Merino Avenue, Oskaloosa, IA 52577

Part 3 – Signature and Attestation:

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

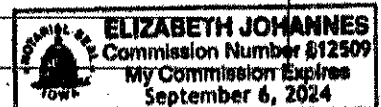
Name of Business Entity: Musco Sports Lighting, LLC
 Printed Name of Affiant: James M. Hansen
 Title: Secretary
 Signature of Affiant: 
 Date: June 23, 2023

Subscribed and sworn before me this 23 day of June, 2023


 (Witnessed or attested by)

My Commission expires: September 6, 2024

(Seal)



**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A CONTRACT FOR EXPOSED DUCT INSULATION REPLACEMENT BETWEEN
AUTOMATED BUILDING CONTROLS AND THE BOROUGH OF OCEANPORT**

Resolution #2023-170
07/20/23

WHEREAS, there was an emergent condition with respect to the condition of exposed duct insulation at the municipal building; and

WHEREAS, the Public Works Superintendent sought quotes from two vendors of which only Automated Building Controls responded; and

WHEREAS, it was necessary to perform the work on an emergent basis as the exposed duct insulation had become moldy and was found to be causing an issue with the air quality in the building prior to the next Council meeting of July 20, 2023; and

WHEREAS, the Borough Council having considered same acknowledges that it was necessary to perform the work on an emergent basis, recognizes that the work has been completed and now desires to ratify and affirm the award of the contract to Automated Building Controls for the replacement of the exposed duct work for an amount not to exceed \$21,060.00 pursuant with N.J.S.A. 40A:11-3 et. seq.; and

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

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

1. The contract to replace exposed duct insulation at the municipal building to Automated Building Controls for an amount not to exceed Twenty One Thousand Sixty dollars (\$21,060) is hereby ratified and affirmed.
2. Automated Building Controls is prohibited from making any contribution to a political or candidate committee during the term of this appointment.

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

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

Phone: (732) 918-8958
Fax: (732) 918-8958
www.automatedbuilding.com

3320 Route 66
Neptune, New Jersey 07753

June 14, 2023

To: Oceanport
Attn: Donna Phelps
Re: Exposed duct insulation

We are pleased to quote you for the following scope of work:

- FURNISH AND INSTALL ALL NECESSARY LABOR TO REMOVE EXISTING FIBERGLASS BOARD INSULATION AND JACKET.
 - PILE DEBRIS FOR TOWNSHIP TO REMOVE.
- FURNISH AND INSTALL ALL NECESSARY MATERIAL AND LABOR TO RE-INSULATE 2 DUCTS FROM UNITS TOWARD PENETRATIONS.
 - ALL WITH 2" THICK R-13 RIGID POLY-ISO BOARD WITH FOIL FACING.
 - INSTALL EMBOSSED ALUMINUM CLADDING JACKET OVER INSULATION.
 - ALL TOPS WILL BE PITCHED TO SHED WATER.
- EXCLUSIONS:
 - DUMPSTER.
 - OVERTIME
 - REPAIRS TO DUCT OR UNIT

Total Price as Described: \$21,060.00

If you have any questions or would like to discuss further, please contact me.

Sincerely,
Darrel Golden

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that **Automated Building Controls**, of **3320 Route 66, Neptune NJ 07753**,

(Vendor Name) (Vendor Address, City, State, Zip)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *January 2023* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Oceanport as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

Part II – Ownership Disclosure Certification

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

See attached

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

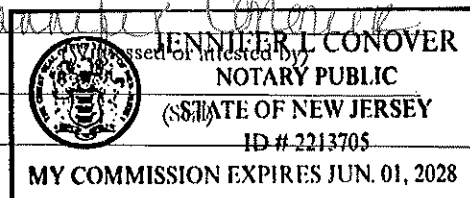
Part 3 – Signature and Attestation:

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

Name of Business Entity: Automated Building Controls
 Printed Name of Affiant: Sean Golden
 Title: Secretary
 Signature of Affiant: _____
 Date: 06/26/23

Subscribed and sworn before me this 24 day of June, 2023

My Commission expires: 6/1/28



BOROUGH OF OCEANPORT
910 OCEANPORT WAY - PO BOX 370
OCEANPORT, NJ 07757

DISCLOSURE OF PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES

P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, N.J.S.A. 18A:18A-49.4

Company Name/Person/Entity Automated Building Controls

PART 1

COMPLETE PART 1 BY CHECKING ONE OF THE TWO BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus, or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:
<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS/CONTRACT AMENDMENTS AND EXTENSIONS

☒ I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.
(Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

☐ I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Borough of Oceanport is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Oceanport to notify the Borough of Oceanport, in writing, of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Oceanport and that the Borough of Oceanport at its option may declare any contract(s) resulting from this certification void and unenforceable.

Sean Golden

Printed Name of Authorized Agent


Signature of Authorized Agent

Secretary

Title

06/26/23

Date

Statement of Ownership

25 % Fred Golden 613 Locust Point Road, Locust NJ 07760 –

25 % Darrel Golden 221 Dartmouth Ave, Fair Haven NJ 07704

25 % Sean Golden 617 Locust Point Road, Locust NJ 07760 –

25 % Kieran Golden 10 Old Colonial Road , Middletown NJ 07748

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SHARED SERVICE WITH THE BOROUGH OF RUMSON FOR THE PURCHASE OF
VEHICLES**

**Resolution #2023-171
07/20/23**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1, et seq., (the "Act") permits units of local government to share services for particular purposes and to effectuate agreements for any services or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, the Borough of Rumson has two vehicles that are no longer needed and the Borough of Oceanport has expressed interest in purchasing said vehicles for use by the Oceanport Volunteer First Aid Squad and Administration; and

WHEREAS, the Borough of Oceanport has offered to purchase the following:

- 2003 Ford 450 Ambulance, last 4 digits of VIN#4027, with 35,958 miles - \$27,500
- 2014 Ford Taurus Interceptor, last 4 digits of VIN#6068, with 143,000 miles - \$3,000; and

WHEREAS, the Borough of Rumson has agreed to accept the offer pursuant with their Resolution #2023-0711-117,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport hereby agrees to purchase both vehicles from the Borough of Rumson for a total amount of \$30,500.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded along with payment to the Borough of Rumson, the Oceanport Borough Administrator and Oceanport Chief Financial Officer.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport certify that funds are available from the American Recovery Act funds in the amount of \$27,500.00 and Administrative Operating Account#01-201-20-100-200 in the amount of \$3,000.00 for a total amount not to exceed \$30,500.00.


Catherine D. LaPorta, CFO

2023-0711-117

July 11, 2023

Councilmember Pomphrey offered the following resolution and moved its adoption:

RESOLUTION TO AUTHORIZE THE SALE OF VEHICLES TO THE BOROUGH OF OCEANPORT AS A SHARED SERVICE

WHEREAS, the Borough of Rumson has two vehicles that are no longer be needed by the Borough; and

WHEREAS, the Borough of Oceanport has requested that they be allowed to purchase said vehicles from the Borough of Rumson; and

WHEREAS, the Borough of Oceanport has offered to purchase the following:

- 2003 Ford 450 Ambulance, last 4 digits of VIN#4027 35,958 miles - \$27,500
- 2014 Ford Taurus Interceptor, last 4 digits of Vin#6068 143,000 miles - \$3,000; and

WHEREAS, the Borough of Rumson has agreed to accept the offers made to The Borough of Rumson; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Rumson hereby agree to sell both vehicles to the Borough of Oceanport for a total of \$30,500; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Borough of Oceanport with an invoice in the amount of \$30,500 for payment; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Chief Financial Officer.

Resolution seconded by Councilmember Casazza and carried on the following roll call vote:

In the affirmative: Conklin, Casazza, Swikart, Kingsbery, Pomphrey.

In the negative: None.

Absent: Lospinuso.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on July 11, 2023.


 Thomas S. Rogers
 Municipal Clerk/Administrator



**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING SHARED SERVICE AGREEMENT WITH THE BOROUGH OF MONMOUTH BEACH FOR
USE OF THE BOROUGH'S COMPOST FACILITY**

Resolution #2023-169
07/20/23

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

WHEREAS, the Borough of Monmouth Beach has requested use of the Oceanport Compost Facility and the Public Works Superintendent and Borough Engineer having reviewed site conditions finds that there is sufficient room to accommodate Monmouth Beach's needs; and

WHEREAS, the Governing Body desires to enter into an Shared Services Agreement with the Borough of Monmouth Beach for the use of the Oceanport Compost Facility; and

WHEREAS, the Borough of Oceanport will charge the Borough of Monmouth Beach \$10 per cubic yard delivered to the Borough of Oceanport facility that will not exceed \$5,000 for CY2023,

NOW, THEREFORE, BE IT RESOLVED that the Shared Services Agreement with the Borough of Monmouth Beach for use of the Oceanport Compost Facility for the period beginning January 1, 2023 to December 31, 2023.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to sign the Shared Services Agreement between the Borough of Oceanport and the Borough of Monmouth Beach for use of the Oceanport Compost Facility.

#R-113-2023
RESOLUTION AUTHORIZING A SHARED SERVICES
AGREEMENT BETWEEN THE BOROUGH OF MONMOUTH
BEACH AND THE BOROUGH OF OCEANPORT

WHEREAS the Borough of Monmouth Beach, Monmouth County, New Jersey desires to enter an Interlocal Services Agreement with the Borough of Oceanport for the use of the Oceanport Compost Facility; and

WHEREAS, the Borough of Monmouth Beach and the Borough of Oceanport are desirous of entering into a Shared Services Agreement effective January 1, 2023, for the Borough of Monmouth Beach's use of the Borough of Oceanport's Compost Facility; and

WHEREAS, the use of the Facility has been agreed upon for the amount of \$10 per cubic yard not to exceed \$5,000.00 for CY2023 by the Borough of Monmouth Beach; and

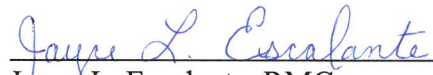
WHEREAS; it is in the best interest of the Borough of Monmouth Beach and the Borough of Oceanport to enter into this Shared Services Agreement;

NOW THEREFORE, BE IT RESOLVED a that the Shared Services Agreement for use of the Borough of Oceanport's Compost Facility is approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk be and are hereby authorized to execute such an agreement with the Borough of Oceanport.

I hereby certify this to be a Resolution that was duly passed and adopted at a meeting of the Board of Commissioners of the Borough of Monmouth Beach held on June 20, 2023.

ATTEST:



Joyce L. Escalante, RMC
Borough Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF MONMOUTH BEACH AND THE BOROUGH OF
OCEANPORT FOR THE USE OF THE COMPOST FACILITY**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes municipalities to contract with each other for shared services; and

WHEREAS, the Borough of Monmouth Beach is a municipal corporation having its principal offices at 18 Willow Ave, in the Borough of Monmouth Beach, Monmouth County, New Jersey; and

WHEREAS, the Borough of Oceanport is a municipal corporation having its principal offices located at 910 Oceanport Way, in the Borough of Oceanport, Monmouth County, New Jersey; and

WHEREAS, the Borough of Monmouth Beach has need for a composting facility and the Borough of Oceanport has offered to provide use of their facility at the rate of \$10 per cubic yard of material not to exceed a cost of \$5,000; and

WHEREAS, the Borough of Monmouth Beach and the Borough of Oceanport are desirous of entering into a Shared Services Agreement effective January 1, 2023, for the Borough of Monmouth Beach's to use Borough of Oceanport's compost facility; and

WHEREAS, it is in the best interest of the Borough of Monmouth Beach and the Borough of Oceanport to enter into this Shared Services Agreement pursuant with the;

NOW THEREFORE, IT IS HEREBY AGREED on this 20th day of June, 2023, by and between **THE BOROUGH OF OCEANPORT** in the County of Monmouth, State of New Jersey with their principal offices located at 910 Oceanport Way, Oceanport, New Jersey, 07757 and **THE BOROUGH OF MONMOUTH BEACH** in the County of Monmouth, State of New Jersey with principal offices located at 18 Willow Avenue, Monmouth Beach, New Jersey, 07750, that the Shared Services Agreement for use of the Borough of Oceanport's Compost Facility is as follows:

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

1. Beginning January 1 through December 31, 2023, the costs for the use of the Borough of Oceanport's Compost Facility do not exceed \$5,000.00 per annum.
2. This agreement expires December 31, 2023. Even so, the Borough of Monmouth Beach may terminate this agreement for breach, or any other good cause shown including completion of the Borough of Oceanport's permanent facilities prior to the expiration of this agreement upon thirty (30) days written notice. The Borough of Oceanport may

terminate this agreement for breach, or any other cause shown, upon thirty (30) days written notice.

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

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

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

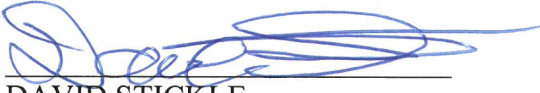
6. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a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

IN WITNESS WHEREOF on the seals and date below written:

ATTEST:

BOROUGH OF MONMOUTH BEACH


JOYCE ESCALANTE
Municipal Clerk


DAVID STICKLE
Mayor

BOROUGH OF OCEANPORT

JEANNE SMITH
Municipal Clerk

JOHN F. COFFEY, II
Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING CAITLIN BANTEL FOR OCEANPORT FIRST AID MEMBERSHIP**

Resolution #2023-183
07/20/23

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

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

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

BOROUGH OF OCEANPORT



Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

POLICE DEPARTMENT

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

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

Wednesday, June 21, 2023

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

Reference: Caitlin Bantel, First Aid Applicant

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

 X

The applicant is suitable for membership.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "M. Kelly", written over a horizontal line.
Michael P. Kelly
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING THURSTON G. COOPER FOR OCEANPORT FIRST AID MEMBERSHIP**

**Resolution #2023-185
07/20/23**

WHEREAS, Thurston G. Cooper, Oceanport, has submitted a Membership Application to join the Oceanport Volunteer First Aid & Rescue Squad; and

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

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

BOROUGH OF OCEANPORT

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



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

732.222.6300
Main
732.222.6301 ext 1015
Records
732.222.0945
Fax

Monday, July 03, 2023

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

Reference: Thurston Cooper 2nd, First Aid Applicant

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

 X The applicant is suitable for membership.

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

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

Sincerely,

A handwritten signature in black ink, appearing to be "MPK", written over a horizontal line.
Michael P. Kelly
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING REISS PFLEGER FOR OCEANPORT FIRST AID MEMBERSHIP**

**Resolution #2023-184
07/20/23**

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

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

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

BOROUGH OF OCEANPORT

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



POLICE DEPARTMENT

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

732.222.6300
Main
732.222.6301 ext 1015
Records
732.222.0945
Fax

Tuesday, June 27, 2023

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

Reference: Reiss Pfleger, First Aid Applicant

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

☒

The applicant is suitable for membership.

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

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

Sincerely,

Michael Chenoweth
Captain of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE PURCHASE OF A FORD F-250 PICKUP TRUCK FROM NIELSEN FORD THROUGH
STATE CONTRACT FOR THE PUBLIC WORKS DEPARTMENT**

Resolution #2023-189
07/20/23

WHEREAS, the Public Works Department has need for the purchase of one (1) 2023 Ford F250 and funds were appropriated in the 2023 Budget for the purchase of a Ford maverick vehicle which is no longer available and will be replaced by the Ford F250; and

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

WHEREAS, Nielsen Ford submitted a proposal for the provision of one (1) 2023 Ford F-25- (x2B) XL 4WD Supercab 8' Box for a total cost of \$57,370.50; and

WHEREAS, the vehicle is available for purchase from Nielsen Ford, 170 Ridgedale Ave, Morristown, NJ 07960 which is available through NJ State Contract #23-Fleet-34922 for a total amount not to exceed \$57,370.50.

WHEREAS, the Chief Financial Officer has certified funds were available for the stated purpose as indicated below by the Certification of Funds,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that the purchase of one (1) 2023 Ford F-25- (x2B) XL 4WD Supercab 8' Box for a total cost of \$57,370.50 from Nielsen Ford, 170 Ridgedale Ave, Morristown, NJ 07960 pursuant with NJ State Contract #23-Fleet-34922 is hereby approved.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided to the Borough Administrator, the Public Works Superintendent and Chief Financial Officer.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that sufficient uncommitted funds are available in Account #01-201-44-900-904 in the amount of \$57,370.50 for the stated purpose.


Catherine D. LaPorta, CFO



NIELSEN FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

2023 Ford F-250 (X2B) XL 4WD SuperCab 8' Box
STATE OF NEW JERSEY
CONTRACT # 23-FLEET-34922

BASE PRICE \$ 45,769.00

Options for F250

BX	Antimatter Blue	\$	-
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$	-
X3E	3.73 Axle Ratio w/Electronic Locking Rear Axle	\$	430.00
67E	250 Amp Alternator	\$	115.00
66S	Upfitter Switches (4)	\$	165.00
592	LED Roof Clearance Lights	\$	95.00
473	Snow Plow Prep Package	\$	250.00
NJ State Contract Discount (10% Off Factory MSRP Options)		\$	(105.50)
Timbrens in Front		\$	490.00
Trailer Plug Installed		\$	225.00
Spray-In Bedliner		\$	625.00
Back Up Alarm		\$	185.00
Vehicle Undercoating		\$	695.00
Dome Light		\$	190.00
Back Rack		\$	505.00
54" Amber Lightbar Mounted to Back Rack		\$	1,595.00
Ford Running Boards		\$	895.00
(2) LED Scene/Work Lights Mounted to Back Rack		\$	595.00
(2) LED Scene/Work Lights Mounted Under Rear Bumper		\$	595.00
(4) Corner Amber LEDs		\$	875.00
2" Ball and Pintle		\$	385.00
DOT Safety Kit, 1st Aid Kit, Fire Extinguisher & Safety Triangles		\$	295.00
Continental Exclusionary HD Truck Extended Warranty 6 year/100K miles \$0 Deduct		\$	2,502.00

Option Total \$ 11,601.50

Budget Total \$ 57,370.50

Date: 6/15/2023



NIELSEN FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

To:	From: Brooks Buxton Phone/Fax: (973) 319-7009 / (973) 884-2650
	Vehicle Pick Up Location Nielsen Fleet 31 Williams Parkway East Hanover, NJ 07936

2023 Ford F-250 (X2B) XL 4WD SuperCab 8' Box
STATE OF NEW JERSEY
CONTRACT #23-FLEET-34922

Mechanical

Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
3.73 Axle Ratio (STD)
50-State Emissions System
Transmission w/Driver Selectable Mode, SelectShift Sequential Shift Control and Oil Cooler
Electronic Transfer Case

Part-Time Four-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
3820# Maximum Payload
GVWR: 10,000 lb Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension

Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
Tires: LT245/75R17E BSW A/S -inc: Spare may not be the same as road tire (STD)

Exterior cont.

Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator

Manual Extendable Trailer Style Mirrors
Fixed Rear Window

Light Tinted Glass
Variable intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights
Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Entertainment
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers

Fixed Antenna

SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual

2 LCD Monitors in The Front

Interior

Regular Box Style

Steel Spare Wheel

Interior cont.

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

FordPass Connect 5G Mobile Hotspot Internet Access

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

Illuminated Locking Glove Box

Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material
storage and driver's side manual lumbar

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Full Overhead Console w/Storage and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

Interior cont.

Power Door Locks

Systems Monitor

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints

SecuriLock Anti-Theft Ignition (pats) Immobilizer

2 12V DC Power Outlets

Air Filtration

Safety-MechanicalAdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC)
And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Back-Up Camera

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE BOROUGH OF OCEANPORT TO APPLY FOR A 2023 MONMOUTH COUNTY
MUNICIPAL OPEN SPACE GRANT FOR THE MARIA GATTA PARK PHASE III PROJECT**

**Resolution #2023-188
07/20/23**

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

WHEREAS, the project scope and projected funding requested was approved pursuant with Resolution #2023-158 and now needs to be adjusted to reflect a decrease in the estimated costs for the project; and

WHEREAS, the Governing Body of the **Borough of Oceanport** desires to obtain County Open Space Trust Funds in the amount of **\$412,500.00** to fund the **Maria Gatta Park Phase III Project at Maria Gatta Park (220 Port Au Peck Ave; Block 88, Lot 26.02)** that consists of the installation of electrical services, phase 2; and

WHEREAS, the total cost of the project including all matching funds is **\$825,000.00**; and

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

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

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



Mayor & Council
910 Oceanport Way
Oceanport, NJ 07757

SCHEDULED

DISCUSSION ITEM (ID # 2874)

Meeting: 07/20/23 07:00 PM
Department: Mayor & Council
Category: Policy
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 2874

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Discussion: Parking Ordinance Amendment Recommendation

From: [Gary J. Grimes](#)
To: [Jeanne Smith](#)
Cc: [TRAFFIC](#)
Subject: Parking ordinance.
Date: Friday, July 7, 2023 5:55:07 PM
Attachments: [image001.png](#)

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

Jeanne,

Due to a current issue we are trying to resolve and to avoid a similar one in the future, I would like to propose adding an ordinance to prohibit street parking for vehicles needing repair. I believe we can add it into Chapter 64 Article II. Please let me know if you need anything else from me or the council has questions.

Chapter 64 Article II

§64- Parking Prohibited for Repair of Vehicles

No person shall park or leave standing any vehicle on any street for the repair of the vehicle except in the case of an emergency.

Thank you,

Sgt. Gary J. Grimes

Oceanport Police Department
 930 Oceanport Way
 Oceanport, New Jersey 07757
 732-222-6301 ext 3851
 732-222-0945 fax



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Mayor & Council
910 Oceanport Way
Oceanport, NJ 07757

SCHEDULED

DISCUSSION ITEM (ID # 2879)

Meeting: 07/20/23 07:00 PM
Department: Mayor & Council
Category: Policy
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 2879

Ordinance establishing Pickleball Court policies



Mayor & Council
910 Oceanport Way
Oceanport, NJ 07757

SCHEDULED

DISCUSSION ITEM (ID # 2881)

Meeting: 07/20/23 07:00 PM
Department: Mayor & Council
Category: Agreement
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 2881

Discussion: Lease Agreement for Use of Blackberry Bay Park Facilities