



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • JULY 16, 2020

Workshop

Maple Place School

7:00 PM

2 Maple Place, Oceanport, NJ 07757

I. Meeting Called to Order

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

This meeting complies with the Open Public Meetings Act by notification on January 6, 2020 this location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site. This meeting further complies with the Open Public Meetings Act by notification on June 1, 2020 of this virtual/remote meeting, its location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site. Register from the Borough website at www.oceanportboro.com "Click REGISTER..." This meeting is also being broadcast on Verizon FiOS Channel 28. The public will be muted upon entry to the meeting but will be able to participate during public portions of the meeting by using one of the following options:

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

Instructions for Public Participation in the meeting are also available on the Borough's website: www.oceanportboro.com

III. Flag Salute

IV. Invocation

V. Roll Call

VI. GUEST: FMERA Staff Monthly Update

VII. Administrator's Report

1. Municipal Complex Change Orders

VIII. Clerk's Report

A. Regular Meeting Items

1. Resolution authorizing payment of BILL LIST 07-16-2020
2. Resolution awarding Contract to Maser Consulting - 2020 Road Program
3. Resolution authorizing Tax Sale Redemption #19-00003
4. Resolution authorizing refund for overpayment and tax court judgment
5. Approval of Fire Department Membership Application, Angelo Ciaglia
6. Approval of Fire Department Membership Application, William Reger

7. Receipt and Acceptance of Minutes - Historical Committee, March 12, 2020
8. Receipt & Acceptance of Historical Committee Minutes, June 2020
9. Receipt & Acceptance of PAP Captain's Report, March 2020
10. Receipt & Acceptance of PAP Captain's Report, April 2020
11. Receipt & Acceptance of PAP Captain's Report, May 2020
12. Receipt & Acceptance of PAP Captain's Report, June 2020
13. Workshop Minutes, May 7, 2020
14. Regular Meeting Minutes, May 21, 2020

IX. Discussion Items

1. Request to extend Agreement with OPBOE for lawn maintenance and snow plowing
2. Contract for Land Use Development Ordinance Preparation, Councilman Tvrdik
3. 2019 LOSAP, Councilman Keeshen
4. Proposed Financial Agreement with KKF Enterprises for Squier Hall, Mayor Coffey
5. Application for Special Event Permit for Drive In Concert - Almost Queen
6. Application for Special Event Permit for Drive In Concert - Comedian Liza Schlesinger
7. Fort Monmouth Plan Amendment #15, Mayor Coffey

X. Mayor's Report

XI. Petitions from the Public

XII. Adjournment

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR
JULY 16, 2020**

Resolution

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of July 16, 2020.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list dated July 16, 2020 totaling \$4,034,049.38.

CERTIFICATION OF FUNDS

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



Catherine D. LaPorta, CFO

BOROUGH OF OCEANPORT BILL LIST

16-Jul-20

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$131,669.43 13TH
PAYROLL ACCOUNT	\$105,900.91 14TH
PAYROLL ACCOUNT	DCRP
US POSTAL SERVICE	\$452.00
CAPITAL TRUST TOTAL	\$725,408.93
GRANT FUND	\$733.06
DOG REGISTRY TOTAL	\$425.00
TRUST OTHER TOTAL	\$174.00
ESCROW TRUST TOTAL	\$16,602.25
OPEN SPACE TRUST TOTAL	\$2,137.08
SUI	\$0.00
UCC TRUST	\$4,657.00
2019 VOUCHERS PAID THIS MEETING	\$85,701.49
2020 VOUCHERS PAID THIS MEETING	\$2,960,188.23
TOTAL	\$4,034,049.38

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

List of Bills - (All Funds)

8.A.1.a

Vendor	Description	Payment	Check Total
Current Fund			
1658 - AMAZON CAPITAL SERVICES, INC	PO 6163 Blu Ray Writer for Police Dept	89.99	89.99
1017 - AMERICAN WEAR, INC	PO 5946 UNIFORMS MAY 2020	258.00	
	PO 5947 UNIFORMS APRIL 2020	258.00	
	PO 5964 UNIFORMS MAR 2020	370.60	886.60
1116 - ASBURY PARK PRESS	PO 5917 Legal Notices	89.90	
	PO 5979 Legal Notices	129.50	
	PO 6053 Legal Notices	132.10	351.50
1029 - BEATRIZ C CRANEY	PO 6027 JANUARY INTERPRETING SERVICES	135.00	
	PO 6028 MARCH INTERPRETING SERVICES	135.00	270.00
1034 - BORO PRINTING, INC	PO 5945 WINDOW ENVELOPES	507.00	507.00
1525 - BOUND TREE MEDICAL LLC	PO 5962 FIRST AID SUPPLIES	1,588.64	1,588.64
1040 - BROWN'S HEATING & COOLING INC	PO 5563 2020 HVAC - PUBLIC WORKS GARAGE	519.16	
	PO 5564 2020 HVAC- BLACKBERRY BAY PAVILION	519.16	
	PO 5565 2020 HVAC -COMMUNITY CENTER & LIBRARY	519.16	
	PO 5566 2020 HVAC - PORT AU PECK FIREHOUSE	519.16	
	PO 5567 2020 HVAC - POLICE HEADQUARTERS	519.16	
	PO 5568 2020 HVAC - 315 E. MAIN	519.20	3,115.00
1042 - C&S ELECTRICAL CONTRACTOR, INC	PO 6083 PHOTO CELL - JOCKEY CLUB ESTATES	132.50	
	PO 6087 EXTERIOR LIGHT REPAIR - FIRE HOUSE	111.00	243.50
1516 - CANON FINANCIAL SERVICES, INC	PO 5178 COPIER MAINTENANCE - FEB 2020	57.00	
	PO 5742 COPIER MAINTENANCE APRIL 2020	57.00	
	PO 5838 COPIER MAINTENANCE MAY 2020	58.57	172.57
1047 - CENTRAL JERSEY HEALTH INSURANC	PO 6153 HEALTH/DENTAL INSURANCE JULY 2020	73,646.00	73,646.00
1054 - CITY OF LONG BRANCH	PO 5852 GASOLINE & DIESEL APRIL2020	1,647.53	1,647.53
1057 - COMCAST (MODEM @ 222 MONMOUTH)	PO 6049 CALL FORWARDING 06/20-07/19/2020	83.21	83.21
1058 - COMCAST * DPW	PO 6024 DPW INTERNET/PHONE - 06/08-07/07/2020	254.39	254.39
1060 - COMCAST BUSINESS COMMUNICATION	PO 6043 BORO HALL INTERNET/TELEPHONE 06/14-07/1	561.01	561.01
1072 - DANIEL PETRUCELLI	PO 6136 Uniform Reimbursement for Petrucelli	321.95	321.95
1084 - DYNAMIC TESTING SERVICE LLC	PO 5948 BREATH & URINE SCREENING - 05/26+/2020	160.00	160.00
1085 - EAGLE POINT GUN	PO 4751 Ammo Purchase Training/Patrol	1,952.98	1,952.98
1100 - EVAN RUANE	PO 6168 Reimbursement for uniform purchase Ruane	897.10	897.10
1109 - FMERA	PO 6156 BLDG 282 - JUNE 2020	982.30	
	PO 6157 BDGL 900 JUNE 2020	458.06	
	PO 6158 BLDG 901 - JUNE 2020	22.55	
	PO 6159 RT 537 JUNE 2020	273.26	1,736.17
1121 - GARY GRIMES	PO 6164 Uniform reimbursement Gary Grimes	266.97	266.97
1124 - GEORGE WALL	PO 5893 VEHICLE SERVICE - CAPTAIN'S CAR	187.28	187.28
1134 - GREGORY LAURETTA	PO 6172 Uniform Reimbursement Lauretta	505.64	505.64
1143 - I.D.M. MEDICAL SUPPLY INC	PO 5924 OXYGEN REFILL 05/16/2020	431.58	
	PO 6041 OXYGEN REFILL 06/16/2020	118.01	549.59
1733 - JENNIFER R JACOBUS, ESQ	PO 6148 2019 TAX APPEAL RESOLUTION #2020-147	905.90	905.90
1153 - JERSEY CENTRAL POWER & LIGHT	PO 6020 JCPL #015 - 05/01 to 6/01/2020	1,060.05	
	PO 6023 JCPL #009 - 05/02-06/02/2020	823.28	1,883.33
1158 - JOHN'S AUTO & TRUCK REPAIR LLC	PO 5984 SUSPENSION REPAIR- AMBULANCE	435.91	
	PO 5997 AIR CONDITIONING REPAIR - AMBULANCE	150.75	586.66
1162 - KELLY SIEGLE	PO 6175 Reimbursement for damaged gear during an	73.30	73.30
1499 - KEVIN E KENNEDY, ESQ	PO 6068 PB Legal - Litigation	600.00	
	PO 6069 PB Legal	180.00	
	PO 6070 PB Legal - Monthly meetings	500.00	1,280.00
1672 - Kyle + McManus Associates LLC	PO 6029 AFFORDABLE HOUSING - MAY 2020	106.50	106.50
1185 - LAWES COAL CO INC	PO 5993 HEDGE TRIMMER REPAIR	34.13	34.13
1727 - LAWREN SUPPLY COMPANY OF NEW JERSEY, INC	PO 5916 purchase of riot helmets and shields	2,057.64	2,057.64
1189 - LIFESAVERS, INC	PO 5733 Defibrillator pads for the AED	444.16	444.16
1724 - LogMEIN USA, inc.	PO 6144 DRAWDOWN for Go-To-Webinar Services	199.00	199.00
1538 - MONMOUTH COUNTY RECLAMATION CENTER	PO 5920 DISPOSAL OF STREET SWEEPINGS	648.85	
	PO 6006 DISPOSAL OF STREET SWEEPINGS	84.21	733.06
1231 - MONMOUTH HOSE & HYDRAULICS	PO 5986 LOADER HOSE	60.91	60.91
1480 - MONMOUTH TRUCK EQUIPMENT	PO 6088 LABOR FUEL TANK PUMP & LEAK	100.00	100.00
1236 - MUNICIPAL CLERKS ASSOC OF NJ	PO 6116 Membership Renewal - LaPorta	75.00	75.00
1241 - NAPA AUTO PARTS (#15456)	PO 5939 DEF FUEL FOR TRUCKS	111.92	

List of Bills - (All Funds)

8.A.1.a

Vendor	Description	Payment	Check Total
	PO 6057 ANTIFREEZE	35.98	
	PO 6085 wipers	19.98	167.88
1245 - NJ AMERICAN WATER CO	PO 6021 OLD WHARF PARK #2 05/12-06/09/2020	19.21	
	PO 6022 OLD WHARF PARK #2 04/14-05/11/2020	19.21	
	PO 6044 LIBRARY WATER - 05/12-06/09/2020	19.21	
	PO 6045 262 ARNOLD AVE IRRG2 05/12-06/09/2020	19.21	
	PO 6046 PAP FIRE HOUSE - 05/12-06/09//2020	166.89	243.73
1249 - NJ MOTOR VEHICLE COMMISSION	PO 6169 Titles for New patrol vehicles(2) & trai	180.00	180.00
1251 - NJ NATURAL GAS CO	PO 6112 21 MAIN STREET - 05/14-06/15/2020	43.97	43.97
1256 - NJIB ATTN: MICHELLE DEYO	PO 6016 NJIB Loan Payment	1,081,296.85	1,081,296.85
1261 - OCEANPORT BOARD OF EDUCATION	PO 6138 JULY 2020 SCHOOL TAX REMITTANCE	938,595.03	938,595.03
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 5851 AFFORDABLE HOUSING COUNCIL APRIL 2020	2,738.00	
	PO 6150 AFFORDABLE HOUSING COUNCIL MAY 2020	1,202.50	3,940.50
1277 - PITNEY BOWES	PO 6119 Postage Refill	1,000.00	1,000.00
1482 - PREMIERE PRODUCTIONS	PO 5994 MOVIES IN THE PARK	600.00	600.00
1286 - PRO JANITORIAL SERVICES, LLC	PO 6037 JANITORIAL SERVICES MAY 2020	810.00	
	PO 6038 JANITORIAL SERVICES APRIL 2020	810.00	
	PO 6115 JUNE MONTHLY CLEANING SERVICES	1,735.00	3,355.00
1288 - PUBLIC EMPLOYEES RETIREMENT	PO 6142 2019 RETRO	784.51	784.51
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 5942 WEED CONTROL SPRAY	118.22	
	PO 5985 WEED SPRAY (RANGER PRO)	60.43	178.65
1315 - SEABOARD WELDING SUPPLY, INC.	PO 5929 OXYGEN & CYLINDER - 05/31/2020	20.75	20.75
1531 - SELEX ES INC	PO 5289 License Plate Reader(LPR) removed from o	1,867.20	1,867.20
1322 - SHORE REGIONAL BOARD OF ED	PO 6140 TRANSPORTATION OF STUDENTS - 2019-2020 3	15,999.88	15,999.88
1323 - SHORE REGIONAL HIGH SCHOOL	PO 6139 JULY 2020 TAX REMITTANCE	788,288.00	788,288.00
1732 - STAR LAW OFFICES LLC	PO 6147 2019 TAX APPEAL RESOLUTION #2020-148	11,186.01	11,186.01
1334 - STAVOLA ASPHALT COMPANY, INC	PO 5919 ASPHALT/TACK OIL	286.15	286.15
1346 - THE ARNETTE LAW FIRM LLC	PO 6143 BOROUGH ATTORNEY FEES - MAY 2020	3,177.50	3,177.50
1348 - THE HOME DEPOT	PO 6056 MECHANIC GLOVES	56.68	56.68
1358 - TREASURER: COUNTY OF MONMOUTH	PO 6155 SCAT - 2ND QUARTER BILLING 2020	2,015.00	2,015.00
1362 - TREASURER: STATE OF NJ	PO 6137 RENEWAL OF Annual Stormwater Discharge P	2,000.00	2,000.00
1365 - TREASURER: STATE OF NJ/727GSPT	PO 6152 GARDEN STATE PREERVATION TRUST FUND	7,688.93	7,688.93
1387 - VERIZON	PO 6025 FIRE ALARM - OLD WHARF 06/08-07/07/2020	44.90	
	PO 6026 LIBRARY TELEPHONE 06/07-07/06/2020	253.35	
	PO 6042 POLICE - 06/13-07/12/2020	814.76	1,113.01
1388 - VERIZON WIRELESS	PO 6111 FIRST AID AIR CARDS 06/24-07/23/20	70.02	70.02
1392 - W.B. MASON CO, INC	PO 5818 OFFICE SUPPLIES	913.61	913.61
1692 - WATCHUNG SPRING WATER	PO 5960 WATER SERVICE 06/08/2020	55.71	55.71
1417 - WINNER FORD, INC	PO 3920 2 New Patrol Vehicles Resolution #2019-1	82,964.00	82,964.00
Capital Fund			
1630 - BENJAMIN R HARVEY CO, INC.	PO 6146 11TH PAYMENT DUE	704,392.68	704,392.68
1138 - HALE TRAILER BRAKE & WHEEL INC	PO 5944 TRAILER 900 MURPHY DR - DPW JUNE 2020	340.00	340.00
1730 - HiVolt Electric, LLC	PO 6141 POLE REPAIR	10,800.00	10,800.00
1708 - IAMELLO ARCHITECHTURAL STUDIO LLC	PO 6154 OWNER'S REPRESENTATIVE - 04/30-06/30/20	1,815.00	1,815.00
1195 - MASER CONSULTING, P.A.	PO 6019 MAIN STREET CONSTRUCTION OVERSIGHT CERTI	1,650.00	
	PO 6040 2019 ROAD PROGRAM - CONSTRUCTION OVERSIG	981.25	2,631.25
1347 - THE GOLDSTEIN PARTNERSHIP	PO 6149 JUNE SERVICES	5,430.00	5,430.00
DOG TRUST FUND			
1445 - Monmouth County SPCA	PO 6002 ANIMAL CONTROL -MAY 2020	425.00	425.00
OPEN SPACE TRUST			
1042 - C&S ELECTRICAL CONTRACTOR, INC	PO 6000 TENNIS COURT LIGHT REPAIR	354.00	354.00
1625 - DOG WASTE DEPOT	PO 5931 DOG WASTE BAGS	350.58	350.58
1129 - GOOSE CONTROL TECHNOLOGY	PO 5949 GOOSE CONTROL SERVICE 2020	1,250.00	1,250.00
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 5996 STONE DUST	150.00	150.00
1408 - TAYLOR FENCE	PO 5918 TENNIS GATE LATCH	32.50	32.50
UCC Trust			
1361 - TREASURER: STATE OF NJ	PO 6160 SECOND QUARTER CONSTRUCTION FEE 4/1/20 -	2,168.00	
	PO 6161 FIRST QUARTER CONSTRUCTION FEE 1/1/20 -	2,489.00	4,657.00

List of Bills - (All Funds)

8.A.1.a

Vendor	Description	Payment	Check Total
OTHER TRUST			
1300 - RED BANK RECYCLING	PO 5273 TIRE DISPOSAL	174.00	174.00
DEVELOPERS ESCROW TRUST			
1116 - ASBURY PARK PRESS	PO 5978 Legal Notices - 262 Arnold Ave	48.95	
	PO 6061 Legal Notices	49.40	
	PO 6124 Legal Notices	49.40	147.75
1720 - CGP&H	PO 6050 ADMINISTRATIVE AGENT FOR AFFORDABLE HOUS	1,212.00	1,212.00
1499 - KEVIN E KENNEDY, ESQ	PO 5906 PB Legal Services	600.00	
	PO 5907 PB Legal Services	435.00	
	PO 5911 PB Legal Services - 180 Comanche Dr	450.00	
	PO 5998 PB Legal - MPCCII - PARKING LOT EXPANSIO	45.00	
	PO 5999 PB Legal - SHREWSBURY AVE B66 L3&4	225.00	
	PO 6012 PB Review - 64 MAIN STREET B116 L25	225.00	
	PO 6015 PB Review - 76 GOOSENECK POINT ROAD B74	225.00	
	PO 6062 PB Legal - Jennifer Rapuano	225.00	2,430.00
1499 - KEVIN E KENNEDY, ESQ	PO 6063 PB Legal - MSA at 64 Main St, LLC	255.00	
	PO 6064 PB Legal - MPCC II, LLC	120.00	375.00
1499 - KEVIN E KENNEDY, ESQ	PO 6066 PB Legal - Christina Grimley	225.00	
	PO 6067 PB Legal - Michael & Debra Verbosh	75.00	
	PO 6073 PB Legal - KKF Enterprises	360.00	
	PO 6074 PB Legal - KKF Enterprises	405.00	
	PO 6075 PB Legal - Jennifer Rapuano	60.00	
	PO 6077 PB Legal - Fort Partners Group	765.00	
	PO 6089 PB Review - 8 FAIRFIELD AVE B125 L4.02	60.00	
	PO 6126 PB Legal - KKF Enterprises	570.00	2,520.00
1195 - MASER CONSULTING, P.A.	PO 5882 PLOT PLAN REVIEW - CATALOG 7764520001	125.00	
	PO 5912 PB Engineering Services - 222 Monmouth B	206.25	
	PO 5913 PB Engineering Services - Saltzman Ave	1,897.50	
	PO 6001 OCEANPORT GARDENTS B121 L5	866.25	
	PO 6003 262 ARNOLD AVE B76 L27	206.25	
	PO 6004 PB Review - BLOCK 66 LOTS 3&4	123.75	
	PO 6005 PB Review - 1000 Sanger Ave, B 110, POR	82.50	
	PO 6007 PB Review - 74 Cayuga Avenue B 27 L9	247.50	3,755.00
1195 - MASER CONSULTING, P.A.	PO 6008 PB Review - 64 MAIN STREET B116 L25	288.75	
	PO 6009 PB Review - 66 ALGONQUIN B6 L2	206.25	495.00
1195 - MASER CONSULTING, P.A.	PO 6010 PB Review - 76 GOOSENECK POINT B74 L10	41.25	
	PO 6011 PB Review - 397 PORT AU PECK B11 L 26	206.25	
	PO 6030 PLOT PLAN REVIEW - B42, L5 REVIEW #1	125.00	
	PO 6031 PLOT PLAN REVIEW - B42, L5 REVIEW #2	125.00	
	PO 6034 CERTIFICATE OF OCCUPANCY - B26, L32	125.00	
	PO 6076 PB Engineering - Michael Verbosh	123.75	
	PO 6078 PB Engineering - MSA at 64 Main Street L	412.50	
	PO 6079 PB Engineering - John Bonforte Sr.	907.50	2,066.25
1195 - MASER CONSULTING, P.A.	PO 6080 PB Engineering - Kevin Walsh	165.00	
	PO 6081 PB Engineering - Martelli Development	943.75	1,108.75
1195 - MASER CONSULTING, P.A.	PO 6082 PB Engineering - Oceanport Gardens	403.75	
	PO 6091 PB Engineering - 222 MONMOUTH BLVD B65 L	2,013.75	2,417.50
1557 - MICHAEL P BOLAN PP/AICP	PO 5933 COAH LEGAL SERVICES MAY 2020	75.00	75.00
TOTAL			3,796,027.04

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	3,045,889.72
01-193-15-000-000	Receipts from Delinquent Taxes			12,091.91	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	3,939.90			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	72.42			
01-201-20-145-200	COLLECTION OF TAXES OE	434.58			
01-201-20-155-200	LEGAL SERVICES OE	7,718.00			

8.A.1.a

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

01-201-21-180-200	PLANNING BOARD OE	680.00			
01-201-21-181-205	PLANNER SERVICES & FEES	106.50			
01-201-23-210-202	HEALTH	69,462.00			
01-201-23-210-203	DENTAL	4,184.00			
01-201-25-240-200	POLICE OE	7,706.44			
01-201-25-260-200	FIRST AID ORGANIZATION OE	2,982.19			
01-201-25-265-209	REPAIRS & MAINTENANCE	19.98			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	442.90			
01-201-26-300-271	REPAIRS	160.91			
01-201-26-300-273	SUPPLIES	238.71			
01-201-26-300-277	BITUMINOUS CONCRETE	286.15			
01-201-26-300-281	UNIFORM RENTAL	886.60			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	5,355.00			
01-201-26-310-252	REPAIRS & EQUIPMENT	3,115.00			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	600.00			
01-201-29-405-200	TRANS OF HS STUDENTS OE	15,999.88			
01-201-30-410-200	NJEIT ADMIN FEES	9,397.50			
01-201-31-430-201	ELECTRICITY	2,825.97			
01-201-31-430-203	TELEPHONE/INTERNET	1,758.27			
01-201-31-430-204	WATER/SEWER	404.01			
01-201-31-430-205	NATURAL GAS	43.97			
01-201-31-430-207	STREET LIGHTING	886.60			
01-201-31-430-208	GASOLINE & OIL	1,647.53			
01-201-43-490-200	MUNICIPAL COURT OE	270.00			
01-201-45-920-200	DEBT SERVICE OE	1,079,588.28			
01-203-25-240-200	(2019) POLICE OE		1,952.98		
01-203-25-240-300	(2019) POLICE EQUIPMENT		82,964.00		
01-203-36-471-200	(2019) P.E.R.S. OE		784.51		
01-206-55-000-046	REGIONAL SCHOOL TAX			788,288.00	
01-207-55-000-045	LOCAL SCHOOL TAX			938,595.03	

TOTALS FOR	Current Fund	1,221,213.29	85,701.49	1,738,974.94	3,045,889.72
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02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	733.06
02-213-40-700-025	CLEAN COMMUNITIES			733.06	

TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	733.06	733.06
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04-101-01-100-011	CAPITAL CASH - TD			0.00	725,408.93
04-215-55-474-000	MUNICIPAL COMPLEX ORD #970			722,777.68	
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA			1,650.00	
04-215-55-989-A00	2019 #1001 VARIOUS ROAD/DRAINAGE			981.25	

TOTALS FOR	Capital Fund	0.00	0.00	725,408.93	725,408.93
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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	2,137.08
06-270-00-500-020	RESERVE FOR OPEN SPACE			2,137.08	

TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	2,137.08	2,137.08
=====					
18-101-01-100-101	CASH UCC TRUST			0.00	4,657.00
18-270-55-600	RESERVE FOR UCC TRUST			4,657.00	

TOTALS FOR	UCC Trust	0.00	0.00	4,657.00	4,657.00
=====					
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	174.00
60-270-55-600-206	RES FOR RECYCLING			174.00	

TOTALS FOR	OTHER TRUST	0.00	0.00	174.00	174.00
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ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
61-101-01-100-101	CASH-DEV. ESCROW/TD			0.00	16,602.25
61-270-55-600-205	RES.FOR DEV.ESCROW			16,602.25	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	16,602.25	16,602.25

8.A.1.a

Total to be paid from Fund 01 Current Fund	3,045,889.72
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	733.06
Total to be paid from Fund 04 Capital Fund	725,408.93
Total to be paid from Fund 05 DOG TRUST FUND	425.00
Total to be paid from Fund 06 OPEN SPACE TRUST	2,137.08
Total to be paid from Fund 18 UCC Trust	4,657.00
Total to be paid from Fund 60 OTHER TRUST	174.00
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	16,602.25

	3,796,027.04

8.A.1.a

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

From 07/01/2020 to 07/31/2020 With a Line Amount > 10000

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
7/09/2020		6016		01-201-45-930-213 01-201-45-920-212 01-201-30-410-201	BOND INTEREST BOND PREMIUM ADMINISTRATIVE FEE NJIB ATTN: MICHELLE DEYO	79,760.00 992,139.35 9,397.50	1,081,296.85	01-101-01-000-011
7/09/2020		3920		01-203-25-240-300 01-203-25-240-300	New Patrol Vehicle WINNER FORD, INC	41,482.00 41,482.00	82,964.00	01-101-01-000-011
7/09/2020		6146		04-215-55-474-009	NEW BOROUGH HALL RENOVATION BENJAMIN R HARVEY CO, INC.	704,392.68	704,392.68	04-101-01-100-011
7/09/2020		6153		01-201-23-210-202 01-201-23-210-203	HEALTH INSURANCE DENTAL CENTRAL JERSEY HEALTH INSURANC	69,462.00 4,184.00	73,646.00	01-101-01-000-011
7/09/2020		6147		01-193-15-000-000	B74, L17 STAR LAW OFFICES LLC	11,186.01	11,186.01	01-101-01-000-011
7/09/2020		6141		04-215-55-474-007 04-215-55-474-007	POLE RISER REPAIR PERFORM SWITCH AND ENERGIZE SERVICE HiVolt Electric, LLC	9,960.00 840.00	10,800.00	04-101-01-100-011
7/09/2020		6140		01-201-29-405-201 01-201-29-405-201 01-201-29-405-201	TRANSPORTATION OF STUDENTS - 2019-2020 2 IN TRANSPORTATION OF STUDENTS - 2019-2020 FUEL CREDIT SHORE REGIONAL BOARD OF ED	8,483.97 8,483.98 -968.07	15,999.88	01-101-01-000-011
7/09/2020		6139		01-206-55-000-046	JULY 2020 TAX REMITTANCE SHORE REGIONAL HIGH SCHOOL	788,288.00	788,288.00	01-101-01-000-011
7/09/2020		6138		01-207-55-000-045 01-207-55-000-045	JULY 2020 DEBT SERVICE OCEANPORT BOARD OF EDUCATION	843,015.00 95,580.03	938,595.03	01-101-01-000-011

JULY SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011 04-101-01-100-011	CASH OPERATING CAPITAL CASH - TD				2,991,975.77 715,192.68
01-193-15-000-000 01-201-23-210-202 01-201-23-210-203 01-201-29-405-201 01-201-30-410-201 01-201-45-920-212 01-201-45-930-213 01-203-25-240-300 01-206-55-000-046 01-207-55-000-045 04-215-55-474-007 04-215-55-474-009	Receipts from Delinquent Taxes HEALTH DENTAL OTHER EXPENSE NJBIT ADMIN FEES PAYMENT OF NJSEA PRINCIPAL INTEREST ON BONDS (2019) POLICE EQUIPMENT REGIONAL SCHOOL TAX LOCAL SCHOOL TAX OTHER RENOVATION	82,964.00	69,462.00 4,184.00 15,999.88 9,397.50 992,139.35 79,760.00	11,186.01 788,288.00 938,595.03 10,800.00 704,392.68	
JULY TOTALS (FOR RANGE):		82,964.00	1,170,942.73	2,453,261.72	3,707,168.45

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011 04-101-01-100-011	CASH OPERATING CAPITAL CASH - TD				2,991,975.77 715,192.68
01-193-15-000-000 01-201-23-210-202 01-201-23-210-203 01-201-29-405-201	Receipts from Delinquent Taxes HEALTH DENTAL OTHER EXPENSE		69,462.00 4,184.00 15,999.88	11,186.01	

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

8.A.1.a

*From 07/01/2020 to 07/31/2020 With a Line Amount > 10000***SUMMARY BY ACCOUNT FOR RANGE:**

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-201-30-410-201	NJEIT ADMIN FEES		9,397.50		
01-201-45-920-212	PAYMENT OF NJSEA PRINCIPAL		992,139.35		
01-201-45-930-213	INTEREST ON BONDS		79,760.00		
01-203-25-240-300	(2019) POLICE EQUIPMENT	82,964.00			
01-206-55-000-046	REGIONAL SCHOOL TAX			788,288.00	
01-207-55-000-045	LOCAL SCHOOL TAX			938,595.03	
04-215-55-474-007	OTHER			10,800.00	
04-215-55-474-009	RENOVATION			704,392.68	
TOTALS (FOR RANGE):		82,964.00	1,170,942.73	2,453,261.72	3,707,168.45
		=====	=====	=====	=====

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
TO MASER CONSULTING FOR THE 2020 ROAD PROGRAM**

Resolution

WHEREAS, the Borough of Oceanport is a duly organized Municipal Corporation (hereinafter referred to as "Borough") having principal offices at 315 E. Main Street, Oceanport, New Jersey 07757; and

WHEREAS, there is a need for the Borough to obtain engineering services for the 2020 Road Program; 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, Maser Consulting, P.A. has submitted a proposal dated June 2, 2020 in the amount of \$216,850.00 and having considered the matter, the Borough now wishes to authorize the Borough Engineer, Maser Consulting, PA to perform the engineering services for the 2020 Road Program.

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 Maser Consulting as Borough Engineer for 2020 and the work to be performed will be consistent with their existing contract and the attached proposal for engineering services for the purpose of the 2020 Road Program
2. That the compensation associated with the proposal shall not exceed \$216,850.00
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.
4. That the Borough Clerk shall publish a notice of the award in the LINK News and the resolution and contract shall remain on file in the Borough Clerk's office.

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 subject to funding of Bond Ordinance #1026, not to exceed \$ _____ for the above referenced professional services contract.

Catherine D. LaPorta, CFO



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

June 2, 2020

VIA EMAIL

Mayor and Council Members
Borough of Oceanport
315 E. Main Street
Oceanport, NJ 07757

Re: Proposal for Professional Services
2020 Road Program
Borough of Oceanport, Monmouth County, New Jersey
MC Project No. OPB-001

Dear Mayor and Council Members:

Maser Consulting P.A. is pleased to submit the following proposal for professional engineering, surveying and construction observation services associated with the rehabilitation of the following Roadway Improvements:

Street

Comanche Drive
Turf Drive
Genesse Ave
Winhar Place
Blackberry Drive
Ithaca Ave
Mohawk Ave
Werah Place

Improvement Limits

Pocano Ave to Genesse Ave
Entire Road
Entire Road
Werah Place to Seneca Place
Entire Road
Entire Road
Entire Road
Itaska Place to Smith Street

Our 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 following Scope of Services has been separated into phases so that it may be more easily reviewed. The order in which the phases are 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 Maser Consulting to meet project schedules.



SCOPE OF SERVICES

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

PHASE 1.0 TOPOGRAPHIC SURVEY AND BASE MAP PREPARATION

Maser Consulting will perform a Route Topographic Survey of a portion of Comanche Drive in the Borough of Oceanport, Monmouth County, NJ, for a total length of approximately 900 feet. We will obtain roadway cross-sections at 50-foot intervals, centerline intersections, changes of course, and any other critical locations, and will include pavement centerline, pavement gutters (or bottom of curb - as applicable), top of curb or edge of pavement (as applicable), and ground at 10 feet and 20 feet beyond the edge of pavement. Additionally, elevations will be obtained at each driveway opening (at the gutter and 10 feet and 20 feet beyond edge of pavement).

Visible physical features within the survey limits will be located, including pavement, curbing (top and bottom of curb), sidewalks, walls (top and bottom), fences, driveways, signs, striping, utility poles, trees, fire hydrants, walkways, steps, etc.

Visible and accessible utilities and/or utility structures within the topographic survey limits as described above will be surveyed and shown on the plan to include rim, grate and invert elevations, and pipe sizes entering and/or exiting the structures. For the purposes of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by Maser Consulting field survey personnel without the need for additional safety measures and/or assistance with making pipes visible, open and clear for inspection and measuring.

We will survey visible evidence of existing utilities but may not be able to confirm the existence, or actual position of all underground utilities which may be running through or servicing the subject area. The NJ One Call System prohibits the use of its service for surveying and mapping of subsurface utilities for engineering design purposes. If requested, we can enlist the services of our subsurface utility engineering department to investigate and mark the approximate location of subsurface utilities that may exist on the site.

The topographical mapping will depict spot elevations and contours at a one-foot contour interval. Vertical data will be tied into National Geodetic Survey Control and will be relative to NAVD 1988. The topographic survey will be tied to NAD 1983.

Road right-of-way and property boundary lines within the survey limits will be shown based on found corner markers and record documentation (deeds, filed maps, etc.).



The remaining improvements will utilize existing survey information that we currently have on file or the County GIS data, and will be supplemented with field survey as needed.

These base maps will then be utilized for the preparation of appropriate construction plans.

Phase 1.0 – Lump Sum Fee

\$21,600.00

PHASE 2.0 CONSTRUCTION PLANS/TECHNICAL SPECIFICATIONS

Bid Documents will be prepared for the improvements to the eight (8) roadways listed above.

- 2.1 Maser Consulting will prepare plans and technical specifications for the improvements discussed in the scope of work.

The construction plan set shall consist of the following drawings:

- Cover Sheet
- Quantities Notes, Legend and Typical Sections
- Construction Plans
- Soil Erosion and Sediment Control Plans and Details
- Maintenance and Protection of Traffic (if needed)
- Construction Details

In addition to preparing plans and specifications, Maser Consulting will perform the following project associated activities:

- 2.2 Meet with Traffic Safety Officer to review traffic control and protection measures to be implemented during the construction phase.
- 2.3 Prepare a construction cost estimate.
- 2.4 Submit plans to the NJDOT for review and approval with regard to the Comanche Drive Phase 1 Improvements.
- 2.5 Submit plans to utility companies having services within project limits for review and comment.
- 2.6 Furnish one (1) bound copy of the construction plans and technical specifications to the Borough.

Phase 2.0 – Lump Sum Fee

\$77,250.00



PHASE 3.0 BIDDING SERVICES

During this phase, Maser Consulting will:

- 3.1 Prepare all forms required for project advertisement, bid and contract execution, review, analyze and tabulate bids, and recommend award of contract.
- 3.2 Respond to questions from prospective bidders during the review period and issue appropriate addenda to contract documents, if required.
- 3.3 Review references, qualifications and prices submitted by the low bidder, and submit a recommendation of award of contract to the Borough.

Phase 3.0 – Lump Sum Fee

\$3,000.00

PHASE 4.0 CONSTRUCTION OBSERVATION & ADMINISTRATION

Maser Consulting will perform construction administration and construction observation services during the period of the contract. It is anticipated that the contract will have a time period of three (3) months. Full-time and part-time construction observation services will be provided on an as needed basis throughout construction activities up to and including final inspections. Maser Consulting 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 proposal:

- 4.1 Attend and chair the pre-construction meeting and prepare and distribute the minutes of that meeting.
- 4.2 Manage all submittals and develop and maintain a shop drawing log. Maser Consulting shall review for approval/disapproval all shop drawings, schedules and other submittals.
- 4.3 Perform full-time and part-time construction observation services as required during construction of the proposed improvements. Construction observation services will be provided throughout the duration of construction with a full-time resident construction project manager and other personnel as required. Maser Consulting shall provide observation of construction for conformance with the Contract Documents and approved shop drawings and report any deviations to the Borough and the Contractor.
- 4.4 Review and recommend for approval to the Borough, Contractor's quantities, measurements, and requests for payment on a monthly basis.
- 4.5 Maintain pertinent job records including Contract Drawings, Addenda, Change Orders, Payment Estimates, and Daily Inspection Reports.



- 4.6 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.
- 4.7 Negotiate and prepare change orders approved by the Borough as required. Independent cost estimates will be prepared during review of the change orders in order to advise the Borough on the validity of the change orders.
- 4.8 Prepare a punch list of remaining work near completion of the project.
- 4.9 Prepare final estimate and closeout project as per the Contract Specifications and NJDOT requirements (where applicable).

Phase 4.0 – Hourly/Estimated Fee **\$115,000.00**

SCHEDULE OF FEES

PHASE 1.0	TOPOGRAPHIC SURVEY AND BASE MAP PREPARATION	\$ 21,600.00
PHASE 2.0	CONSTRUCTION PLANS/TECHNICAL SPECIFICATIONS	\$ 77,250.00
PHASE 3.0	BIDDING SERVICES	\$ 3,000.00
	SUBTOTAL FOR LUMP SUM PHASES 1.0 THRU 3.0	\$ 101,850.00
PHASE 4.0	CONSTRUCTION OBSERVATION & ADMINISTRATION HOURLY/ESTIMATE	<u>\$ 115,000.00</u>
	TOTAL FOR PHASES 1.0 THRU 4.0	\$ 216,850.00

This Contract and Fee Schedule are based upon the contract for Engineering Services for 2020.

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. Construction testing services. Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting are charged to the Borough at cost plus, an up-charge not to exceed 25 percent of the invoice for said work.
2. 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.



3. 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.
4. Permit and application fees, which are to be paid directly by the Borough.

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

SECTION II – BUSINESS TERMS & CONDITIONS

The Business Terms and Conditions are in accordance with the original contract agreement.

SECTION III - 2020 TECHNICAL STAFF HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

The Rate Schedule is on file with the Borough.

BOROUGH OBLIGATIONS

1. The Borough shall provide Maser Consulting with access to files and allow relevant documents to be utilized.
2. The Borough 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 30, 2020.

Maser Consulting shall comply with requirements of the State of New Jersey Affirmative Action Program. We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in blue ink, appearing to read 'W. H. White, III', is written over a faint yellow rectangular background.

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

WHW/nb

cc: Donna Phelps, Borough Administrator
Jeanne Smith, RMC, Borough Clerk

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**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #19-00003 FOR
BLOCK 55, LOT 6 KNOWN AS 47 SENECA PLACE**

Resolution

WHEREAS, at the Borough Tax Sale held on October 24, 2019, a lien was sold on Block 55 Lot 6 otherwise known as 47 Seneca Pl; and

WHEREAS, this lien, known as Tax Sale Certificate 19-00003 was sold to Culmac Investors Inc at an interest rate of 0%; and

WHEREAS, the owner has redeemed certificate 19-00003 in the amount of \$15,660.84.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$15,660.84 payable to Culmac Investors Inc, Box 251, Monmouth Beach NJ 07750 for the redemption of Tax Sale Certificate 19-00003.

BE IT FURTHER RESOLVED, that the CFO is hereby authorized to issue a check in the amount of \$16,000 (Premium) to the aforementioned lienholder.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REFUND FOR OVERPAYMENT AND TAX COURT
JUDGMENT FOR BLOCK 61, LOT 10 KNOWN AS 32 MORRIS PLACE**

Resolution

WHEREAS, the following property is due a refund due to a successful State Tax Court judgment and an overpayment from the property owner; and

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

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

Block 61 Lot 10	Jennifer R Jacobus, Esq Trustee for Rescinio, Susan L 201 Littleton Rd First Floor Morris Plains NJ 07950
-----------------	--

Comparison of assessment which was agreed upon in settlement:

	Old Assessment	New Assessment	Refund
2018	\$1,465,000	\$1,200,000	\$ 4,740.85
2019	\$1,464,000	\$1,275,000	\$ 3,403.89

APPROVED
MINUTES OF THE OCEANPORT HISTORICAL COMMITTEE MEETING HELD
03/12/2020

The Oceanport Historical Committee met on Thursday, March 12, 2020. We met at the Blackberry Bay Pavilion at 7:00 p.m., and we wrapped things up around 9:00 p.m. The goals of the committee are to plan and execute efforts to celebrate the Borough's centennial which will occur in 2020 and to promote a better understanding of the Borough's history.

In attendance were:

Frank Barricelli
 Tom Cavanagh
 Rosanne Letson
 Paula Lombardo
 Barbara Sheppard
 Toni Sverapa

Guests:

We had no guests.

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

Our Agenda for this meeting was as follows:

- Sign-in sheet
- Introduction of new members and guests
- Review/approve previous month's Minutes
- Review financial status
- Review status of donation letter responses
- A second round of banners for Main Street
- Approval for purchase of sponsor banner and step & repeat (Toni)
- Debbie Blair liaison only, helper for event day (Toni)
- Date for Shrewsbury Sailing & Yacht Club event
- Approval for deposit for Centennial Gala
- Discuss subcommittee meetings/actions
- Discuss school-related activities
- Review status of inputs to history book and dates book needs to get to printer
- Other items and open discussion
- Verify new action items and adjourn

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

Toni provided us with the balance on hand for the Historical Committee, which was \$19,152.00. The most recent sponsorship we received was from the Ransom family in the amount of \$2,500.00. Two additional "Oceanport in Retrospect" books were sold at Borough Hall for \$20.00 each. We need to pay a deposit in the amount of \$200.00 to Monmouth Park to reserve the picnic area for Oceanport Day at the Track. Eric from Monmouth Park is working with us, and understands the process we need to go through to have a check paid out. Robin and Paula have both been paid for expenditures they made on behalf of the Committee.

Regarding the 3' x 8' banner, Ric told sponsors their name would be displayed on it. It's the same size as the banner we carried in the Memorial Day Parade last year that currently sits in front of Borough Hall. Anyone who donated \$500.00 or more will have their name/logo displayed on that banner.

Paula talked to Wade at Woodbine Cemetery about sponsoring a car in the parade. His niece lives in Pennsylvania and owns the 1920 Chrysler touring car. He offered to bring the car here and pay the expenses for it. We all agreed that no sponsorship donation would be necessary to have a car participate in the parade.

Ric let us know that Woodbine wanted a banner to hang on East Main. Toni will revise the banner form. We can only sell 8 more banners, and we've almost got them sold from people who expressed interest when the first batch went up in January. We will charge \$300.00.

We discussed the "step and repeat" that will be used at the Gala in October with sponsor names on it. We received a quote of approximately \$400.00 for a free-standing banner which is of a different fabric than the ones we have already purchased. We don't have a final quote yet, and we will wait on this.

Debbie Blair prepared a flyer for the essay contest, which is attached to these Minutes. Toni explained that Debbie would be able to help the day of the event. Paula said that Debbie added to her article on the history of Wolf Hill for the book, and that she did a great job. The essay contest flyers were supposed to go home with the students the day of our meeting, but with school closed due to the Corona virus, we were uncertain of the status. They were in the mailboxes the day of our meeting. At Maple Place, they will conduct the essay contest the way they do the Veteran's Day essay contest every year. Toni suggested that the teachers pick 2 winners per grade level, and that we then pick the winners. Toni will reach out to Annie DiDomenico to see if she'd like to sponsor the prizes for the essay contest winners. We would need 9 prizes valued at \$25.00 each.

Toni talked to us about the Shrewsbury Sailing & Yacht Club. They approved us for our gathering. The May dates were the 1st and 2nd and the 8th and 9th, and the June dates were the 5th and the 19th. We decided on June 5th from 6:30 p.m. til 11:00 p.m. Stacy Deerin will work with the other pastors in town and we will have an Oceanport blessing for the Centennial, and we will follow what we did last year, which turned out to be so successful. Rosanne will get notice of

this in the Bulletin. We will come up with an “Oceanport 100” specialty drink for the occasion. We will use the photo from the sunset at last year’s event to promote this year’s event.

The Gala subcommittee met, and Mike assigned committees within the subcommittee to work on decorating, the food, etc. The co-chairs for the Gala subcommittee will be Robin and Rosanne. We have been discussing possibly going with a different venue as the Turf Room only holds 225 people maximum. The Sheraton in Eatontown offered the same price. They weren’t available on October 17th, but they were available October 18th. Their capacity is 375. The Ocean Place in Long Branch could do a menu for us for \$75.00 a person. They weren’t available until October 24th, and their capacity was 400. Barbara will call Gibbs Hall on the former Fort Monmouth property and The Wave at Pier Village to see what both offer and what their respective capacities are. We also talked about photographers. Both Rosanne and Toni have spoken to photographers who are available and interested. Toni will find out if the photographer she spoke to will make the photos available to Oceanport at no charge. Toni will work with Frankie Lippolis to get the raffle squared away for us. Our plan is to have the venue and the photographer for the Gala by April 1st.

Rosanne will put an ad in the Bulletin looking for the person who has lived in Oceanport the longest – the most senior continuous resident – so that the Historical Committee can recognize them in conjunction with the Centennial. We’re also interested in the most senior resident who was born and raised here and has continued to live here ever since, and we’re looking for the oldest resident overall. We’d also be interested, of course, in any resident born in 1920.

Frank is done with the Fort Monmouth section for the book. He will get his files to Rosanne so she can begin editing them. Tom is ready to help with that task. Toni said our printer, Pat Pfleger, will put the photos and articles together for us, so there’s no need for us to necessarily do any kind of lay out of our product. We talked about what date we wanted the book to be submitted to the printer. Pat Pfleger said it would be better for her if we got it to her in parts as we finish them. We discussed that we need to prepare an outline of how we want this all set up. We decided to meet on Thursday, March 26th at 7:00 p.m. at the Blackberry Bay Pavilion (Rosanne reserved two nights a month for this Centennial year with the Borough so we have it available). Rosanne will pick up the key. Rosanne will do an outline.

We talked a little about the Memorial Day Parade. Paula let us know that we’re confirmed with the car club for their cars. She is trying to get a band to march in the parade. She called the band director at Shore Regional and left a message, but her call had not yet been returned. Borough Hall has been told that since it’s a holiday weekend, most kids aren’t interested in marching. Ward’s niece owns a 1920 Chrysler touring car. It is a 4-passenger vehicle, and they are going to participate in the parade. Robin was going to ask Oceanport resident Gina Mellish, the reigning Miss New Jersey, if she would participate. Rosanne will put an ad in the Bulletin and on Facebook looking for former mayors and council members to participate and possibly ride in the cars we have, and for people interested in doing floats.

We adjourned at approximately 9:00 p.m.

Action Items for the next meeting:

1. The subcommittees will continue to meet as needed.
2. Rosanne will continue to post on Facebook requesting that people share photos with us to be used in the videos at the Gala. Mike will follow-up with Rec Committee members about photos on their cell phones taken at Rec events.
4. Frank will reach out again to all organizations who still owe us their histories for the book.
5. Frank will start sending Rosanne the passages he has for editing.
6. Frank will put something together on Triumphant Life Church for the book, and we will get the submissions from the schools. He stopped in the day of our meeting and gave them an outline to use.
7. Toni will revise the banner sponsorship form to be distributed for payment of the remaining 8 banners we are purchasing.
8. Toni will reach out to Annie DiDomenico to see if she would be interested in sponsoring the prizes for the essay contest.
9. Rosanne will get a notice in the next Oceanport Bulletin about the next Wine and Cheese event at the Shrewsbury Sailing & Yacht Club, to include a nondenominational blessing over Oceanport for the Centennial. She will also get a notice looking for the oldest Oceanport resident, etc. And, she'll get an ad posted looking for former mayors and council members who would be interested in participating in the parade, and possibly riding in the cars, and for anyone interested in doing a float.
10. Barbara will get information from Gibbs Hall and from The Wave regarding their capacity and cost for the Gala.
11. Toni will speak to the photographer she knows to see if she will make her photos available to Oceanport at no cost.
12. Frank will get the book articles he had to Rosanne, Rosanne and Tom will work on editing them, and Frank, Tom, and Rosanne will meet to begin getting the book together. Rosanne will put together an initial working outline.

Oceanport Historical Committee
Outline of Upcoming Events
2020

- I. Essay contest for the schools ("Why I Love Oceanport", etc.) – March - April 2020.
- II. Coordination with the schools for preparation of a coloring book depicting Oceanport and its history by our students.
- III. Memorial Day Parade – Monday, May 25, 2020.
- IV. Lion's Club Strawberry Festival – May – June 2020.
- V. Wine and Cheese with Blessing at the Shrewsbury Sailing & Yacht club, Friday, June 5, 2020, 6:30 p.m.-11:00 p.m.

- VI. Oceanport Day at Monmouth Park – Sunday, June 14, 2020.
- VII. Regatta – sailing, model boat, kayak, etc. – July or August 2020 (not finalized yet).
- VIII. Centennial Social at Blu Grotto/Blue Grass Mini Golf – August 13, 2020.
- IX. Summer’s End Festival – September 2020 (pet parade, pie contest, old-fashioned county fair type activities).
- X. Centennial Gala – Saturday, October 17, 2020.
- XI. Halloween Window Painting of local businesses – October 2020.
- XII. Sponsor historical category prize for the Rec Committee’s Halloween party/parade, October 25, 2020.
- XIII. Holiday Home Tour, December 6, 2020.

APPROVED
MINUTES OF THE OCEANPORT HISTORICAL COMMITTEE MEETING HELD
06/11/2020

The Oceanport Historical Committee met on Thursday, June 11, 2020. We met at the Blackberry Bay Pavilion at 7:00 p.m. using social distancing protocols, and we wrapped things up around 9:00 p.m. The goals of the committee are to plan and execute efforts to celebrate the Borough's centennial which will occur in 2020 and to promote a better understanding of the Borough's history.

In attendance were:

Frank Barricelli
 John Bonforte
 Nadine Jeffrey
 Rosanne Letson
 Paula Lombardo
 Mike MacStudy
 Toni Sverapa

Guests:

Our guests were Councilman Tom Tvrdik and Mayor Jay Coffey, our Committee liaison.

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

Our Agenda for this meeting was as follows:

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

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

Toni provided us with the balance on hand for the Historical Committee, which was \$20,067.12, plus \$1,100.00 from Monmouth Park we will receive back from our deposit for Oceanport Day at Monmouth Park.

Toni talked to us about the banners. The second round of banners have not yet been ordered. Max provided the sizes of the banners on Monday. We have four out of eight posts sold. Robin is in the process of confirming with Erin at Oakley Signs that they are open. Once we can confirm that, we will advertise to sell the remaining four banners on Facebook.

Toni had the 3'x 8' sponsor banner. She pointed out that the Oceanport logo was blurry, which it was, but we voted to accept as is. She will return the banner to Borough Hall so that the DPW can put it up at Borough Hall, and take the one from Borough Hall and put it up at the Community Center, so that we have banners in different sections of town. We will ask Ric to take a photo of the sponsor banner once it's up at Borough Hall and send a photo to each sponsor on it. Toni had not yet received the invoice for the banner for payment, but said she thought the cost was \$176.00.

We talked about Oceanport Day at Monmouth Park. Jay Coffey said that possibly after July 3rd when the Track opens, people will want to get out and will go to the Track. Unfortunately, gambling won't be allowed there until people are allowed to go to the casinos so that the State can be fair to both.

Jay said he'd post a poll on Facebook to see if people would come to an event at the Track. Originally, our plan was for 150 people in one picnic area with an approximate cost of \$20 to \$25 per person. We would provide the food (from Jersey Mike's, Enzo's, Bella's, etc.).

We decided to look at August 9th as a possible reschedule date as we definitely cannot have it as originally scheduled on June 14th. We discussed possibly adding an Oceanport Centennial race to that day, as it is the day of the Oceanport Stakes race. We will make a definite decision about this in July.

Mike talked to John Forbes about mini golf the day before our meeting. Mini Golf is reopening. Mike will call him again and speak to him in more detail. We discussed possibly just having a family night at Mini Golf rather than mini golf and the Blu Grotto.

We voted to put off planning and discussion about the regatta to next year.

Mike told us that the Rec Committee is still discussing Summer's End. Right now, they're discussing fireworks and a band only – no rides, no rock wall, no tables/displays, etc. This is contingent on whether festivals will ultimately be allowed due to Covid-19.

We voted to postpone the Centennial Gala until Spring 2021 – possibly early May to coincide with Oceanport’s birthday. Rosanne will reach out to the Track and let them know our plans.

Toni spoke to school-related activities, and said there was ultimately only one submission for our contest. She asked if she could award our contestant a sweatshirt, and we agreed unanimously that she could. She will put it on Facebook.

We agreed that there should be no reason why we can’t go forward with our Halloween plans for painting local business windows and providing costume prizes for the Halloween Parade (contingent on whether or not the Halloween Parade can proceed due to Covid-19).

As long as the Holiday House Tour is something that will be allowed due to Covid-19 restrictions, we still plan on having it.

Frank spoke about progress on the book, and stated that we need to have a separate meeting to discuss and lay out the book. Toni will talk to Pat Pfleger to see if she’s still willing to publish the book due to the recent death of her business partner. We’d like to have the book done by Thanksgiving to be able to offer it as a Christmas gift idea for residents, and also to have on hand to sell during the Holiday House Tour.

Frank will schedule a meeting for the book, and the meeting will be open to any and all who are willing to help with the book. We will need all hands on deck. Frank mentioned that he wants the book to be photo-heavy, and that he has many, many photos. Rosanne also has many photos. Toni felt certain that Pat Pfleger will help with layout. Mike will reach out to Oceanport Photos to see if he has any photos he’d be willing to allow us to use.

We briefly talked about our sale of tee shirts and sweatshirts. Toni has no tee shirts left to sell. Mike suggested sending shirts to the Ransom family.

Paula brought up the Memorial Day Parade for 2021. She contacted the military unit in Sea Girt, and they provided an application to her, which she gave to Jay Coffey to fill out. They will provide a marching band. She also has a contact who lives in Oceanport who is a member of a bagpiper group, Sean Burroughs. We also discussed the antique/classic cars. We received Jay’s approval to go ahead with all of this on behalf of the Borough and the Historical Committee.

We decided as a group to go back to our regular meeting schedule, with social distancing protocols in place as long as required. Our next regular meeting will be Thursday, July 9th at 7:00 p.m. at the Blackberry Bay Pavilion, but there will be a book meeting only before that.

We adjourned at approximately 9:00 p.m.

Action Items for the next meeting:

1. Rosanne will prepare the Minutes from the March 12, 2020 meeting in approved form and submit them to Jeanne Smith.

2. Robin will let us know about the banners from Erin at Oakley and once we confirm they're open and operating, we will advertise on Facebook to sell the remaining four poles.
3. Toni will return the 3' x 8' banner to Borough Hall so the DPW can put it up at Borough Hall, and put up the old banner at the Community Center.
4. Jay Coffey will post a poll on Facebook to see if people would attend the day at the Track.
5. Mike will talk to John Forbes again about Mini Golf.
6. Rosanne will reach out to the Track and let them know we're going to postpone the Centennial Gala until 2021.
7. Toni will award our one contestant in the school contest a sweatshirt.
8. Frank will schedule a separate meeting for the book only, and Rosanne will send notice to all members for anyone willing to attend and help.
9. Toni will talk to Pat Pfleger to see if she will still publish the book.
10. Mike will talk to Oceanport Photos about photos for the book.
11. Jay will fill out and submit the form to the military unit at Sea Girt about obtaining their marching band for our Memorial Day Parade in 2021.

Oceanport Historical Committee
Outline of Upcoming Events
2020

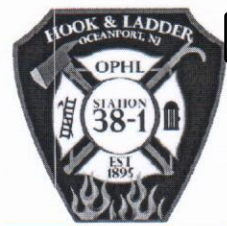
- I. Oceanport Day at Monmouth Park – possibly August 9, 2020.
- II. Centennial Social at Blu Grotto/Blue Grass Mini Golf – possibly August 13, 2020.
- III. Centennial Gala – Spring 2021.
- IV. Halloween Window Painting of local businesses – October 2020.
- V. Sponsor historical category prize for the Rec Committee's Halloween party/parade, possibly October 25, 2020.
- VI. Holiday Home Tour, possibly December 6, 2020.



Oceanport Hook & Ladder Fire Company

21 Main Street - Oceanport, NJ 07757
Phone/Fax (732) 542-6928

OCEANPORTHOOKANDLADDER@GMAIL.COM - WWW.OPHL.ORG



8.A.9

Captains Report for March, April, and May:

June, 8th 2020

Here is a quick update on the last three months for the Oceanport Hook and Ladder. The delay is a direct result of the corona virus quarantine which has kept us from catching up on our paperwork. Beginning the middle of March the Oceanport Hook and Ladder took steps to reduce contact with each other, by limiting any activity in the building to essential activity only, and moving meetings and training to online sessions. Even with all the precautions in place you can see by our recorded calls and essential activities that we have still been very busy. The volunteers of the Hook and Ladder are proud to serve this town and feel it is their duty to leave their homes and families to protect Oceanport even in the middle of a pandemic. We are all looking forward to seeing Oceanport and economy back to normal soon, but in the meantime it is clear that the dedicated volunteers here in Oceanport are here to serve.

For the month of March the Oceanport Hook and Ladder recorded a total of ten fire calls. 5 fire alarms, 1 gas leak, 1 mulch fire, 1 smoke condition, 1 missing persons, and 1 mutual aid to Eatontown. All of these calls culminated in a total of 38.05 man hours. Ladder 38-90 recorded a total of 4.45 in-service hours. In addition the Oceanport Hook and Ladder recorded 4 drills, 2 meetings, and 1 fundraiser culminating in a total of 78 additional man hours.

For the month of April the Oceanport Hook and Ladder recorded a total of eleven fire calls. 4 fire alarms, 1 gas leak, 1 boat fire, 1 elevator rescue, 2 motor vehicle accidents, 1 wires call, and 1 pole fire. All of these calls culminated in a total of 34.72 man hours. Ladder 38-90 recorded a total of 4.7 in-service hours and Rescue 38-85 recorded 1.42 in-service hours. In addition the Oceanport Hook and Ladder recorded 1 drill, 1 meeting, 1 training class, 1 funeral service, and 1 community outreach due to COVID-19 in a total of 51.3 additional man hours.

For the month of May the Oceanport Hook and Ladder recorded a total of fifteen fire calls. 5 fire alarms, 1 EMS assist, 2 structure fires, 1 brush fire, 1 odor of smoke, 1 wires call, 1 cover assignment, 1 water main break, 1 CO alarm, and 1 false alarm. All of these calls culminated in a total of 67.43 man hours. Ladder 38-90 recorded a total of 7.31 in-service hours, Rescue 38-85 recorded 2.47 in-service hours, and Fire Police vehicle 38-99 recorded 3.13 in-service hours. In addition the Oceanport Hook and Ladder recorded 2 drills, 1 meeting, 1 training class, and 5 community outreach due to COVID-19 in a total of 52.5 additional man hours.

Captain Reiss Pfleger



PORT-AU-PECK CHEMICAL HOSE COMPANY NO. 1
 Volunteer Fire Company
 433 Myrtle Avenue. Oceanport, New Jersey 07757
 Phone 732-229-9771 Fax 732-483-6199

CAPTAINS MONTHLY REPORT

APRIL

	Date	Location	MA	Type of Call	Min.	# Men	Hrs.
1	5-Apr	105 BRIDGEWATERS DR		BOAT FIRE	73	10	12.17
2	6-Apr	STATION 2		DRILL	60	3	3.00
3	7-Apr	556 SHREWSBURY AVE		WIRES	47	5	3.92
4	7-Apr	SUMMERFIELD & SPRINGFIELD		ODOR OF GAS	35	8	4.67
5	9-Apr	PAP & BRANCHPORT AVE		MVA	50	6	5.00
6	10-Apr	83 ALGONQUIN AVE		FIRE ALARM	8	2	0.27
7	10-Apr	9 BRIDGEWATERS DR		CHIMNEY FIRE/ INVEST	23	5	1.92
8	10-Apr	213 COMANCHE DR		FIRE ALARM	9	5	0.75
9	13-Apr	STATION 2		DRILL	60	3	3.00
10	16-Apr	RIVER & LAKE DR		WIRES	6	2	0.20
11	16-Apr	108 MAIN ST		WIRES	62	4	4.13
12							0.00
13							0.00
14							0.00
15							0.00
16							0.00
17							0.00
18							0.00
19							0.00
20							0.00
21							0.00
22							0.00
23							0.00
24							0.00
25							0.00
26							0.00
27							0.00
TOTAL CALLS			11				

Mutual Aid 0
 Structure Fire 0
 Drill 2
 Gas Leak 0
 Fire Alarm 2
 C.O. Alarm 0
 Cover Assignment 0
 Brush Fire 0
 Vehicle Fire 0
 M.V.A 1
 Smoke Condition 0
 Ice Water Rescue 0
 Wires/Transformer 3
 Other 3
 Haz Mat
 Meeting

Tot.	Men	Tot.Hrs.
433	5	39.02

Captain TOM GALLO



PORT-AU-PECK CHEMICAL HOSE COMPANY NO. 1
Volunteer Fire Company
 433 Myrtle Avenue. Oceanport, New Jersey 07757
 Phone 732-229-9771 Fax 732-483-6199

CAPTAINS MONTHLY REPORT

MAY

	Date	Location	MA	Type of Call	Min.	# Men	Hrs.
1	7-May	60 INDUSTRIAL WAY	MA	FIRE ALARM	25	1	0.42
2	7-May	175 OCEANPORT AVE		EMS ASSIST	46	2	1.53
3	12-May	33-1	MA	COVER ASSIGNMENT	147	3	7.35
4	12-May	22 OCEAN AVE	MA	MULCH FIRE	10	3	0.50
5	12-May	18 VALENTINES ST	MA	STRUCTURE FIRE	147	3	7.35
6	13-May	1075 STEPHENSON AVE		FIRE ALARM	25	1	0.42
7	14-May	LAKE & RIVERVIEW		WIRES	12	1	0.20
8	14-May	33 GOSSLYN AVE		FIRE ALARM	13	3	0.65
9	16-May	42 POCAHONTAS AVE		FIRE ALARM	23	2	0.77
10	16-May	47 STEEPLECHASE CT		STRUCTURE FIRE	157	8	20.93
11	17-May	3 GATE CT		ODOR OF SMOKE	8	2	0.27
12	19-May	26 BURNT MILL CIR		FIRE ALARM	13	3	0.65
13	27-May	28 SPRINGFIELD AVE		WATER PROBLEM	9	2	0.30
14	28-May	186 MONMOUTH BLVD		FIRE ALARM	23	5	1.92
15	31-May	175 OCEANPORT AVE		SMOKE SCARE	8	5	0.67
16							0.00
17							0.00
18							0.00
19							0.00
20							0.00
21							0.00
22							0.00
23							0.00
24							0.00
25							0.00
26							0.00
27							0.00
TOTAL CALLS			15				

Mutual Aid 4
 Structure Fire 2
 Drill
 Gas Leak
 Fire Alarm 6
 C.O. Alarm
 Cover Assignment 1
 Brush Fire
 Vehicle Fire
 M.V.A
 Smoke Condition 2
 Ice Water Rescue
 Wires/Transformer
 Other 4
 Haz Mat
 Meeting

Tot.	Men	Tot.Hrs.
666	3	43.92

Captain TOM GALLO



PORT-AU-PECK CHEMICAL HOSE COMPANY NO. 1

Volunteer Fire Company

433 Myrtle Avenue. Oceanport, New Jersey 07757

Phone 732-229-9771 Fax 732-483-6199

CAPTAINS MONTHLY REPORT

JUNE

	Date	Location	MA	Type of Call	Min.	# Men	Hrs.
1	1-Jun	71 BRIDGEWATERS DR		STRUCTURE FIRE	69	10	11.50
2	1-Jun	STATION 2		DRILL	120	4	8.00
3	4-Jun	PAP & MONMOUTH BLVD		MVA	72	10	12.00
4	9-Jun	1075 STEPHENSON AVE		FIRE ALARM	34	2	1.13
5	15-Jun	233 PAP AVE		OPEN BURN	12	6	1.20
6	17-Jun	9 ARCANA AVE		FIRE ALARM	27	3	1.35
7	17-Jun	3 THROCKMORTON AVE	MA	ODOR OF SMOKE	8	2	0.27
8	17-Jun	101 VICTOR AVE	MA	SMOKE	7	2	0.23
9	17-Jun	159 MONMOUTH BLVD		FIRE ALARM	12	4	0.80
10	20-Jun	94 GOOSENECK PT RD		FIRE ALARM	13	2	0.43
11	24-Jun	1075 STEPHENSON AVE		KNOX BOX ASSIST PD	16	1	0.27
12	25-Jun	248 SEAWANAKA AVE		FIRE ALARM	17	2	0.57
13	25-Jun	25 MORRIS PL		FIRE ALARM	10	4	0.67
14	25-Jun	4 INDUSTRIAL WAY	MA	CO ALARM	10	3	0.50
15	25-Jun	OCEANPORT WAY		GAS LEAK	65	3	3.25
16	27-Jun	80 GOOSENECK PT RD		ODOR OF SMOKE	40	5	3.33
17	29-Jun	420 MILTON AVE		CO ALARM	29	1	0.48
18							0.00
19							0.00
20							0.00
21							0.00
22							0.00
23							0.00
24							0.00
25							0.00
26							0.00
27							0.00
TOTAL CALLS							

Tot.	Men	Tot.Hrs.
561	4	45.98

Mutual Aid
 Structure Fire
 Drill
 Gas Leak
 Fire Alarm
 C.O. Alarm
 Cover Assignment
 Brush Fire
 Vehicle Fire
 M.V.A
 Smoke Condition
 Ice Water Rescue
 Wires/Transformer
 Other
 Haz Mat
 Meeting

Captain _____

**BOROUGH OF OCEANPORT****MAYOR & COUNCIL****MINUTES • MAY 7, 2020****Workshop****Maple Place School****7:00 PM****2 Maple Place, Oceanport, NJ 07757**

- I. **Meeting Called to Order:** Mayor Coffey called the meeting to order at 7:15 PM
- II. **Statement of Compliance with Open Public Meetings Act:** This meeting further complies with the Open Public Meetings Act by notification on March 31, 2020 of this virtual/remote meeting, its location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.

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

- III. **Flag Salute:** Mayor Coffey led attendees and the Council in the flag salute.
- IV. **Invocation:** Due to technology difficulties, Borough Chaplain Stacy Deerin was unable to participate.
- V. **Roll Call:**

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

- VI. **GUEST - Dennis Drazin, Monmouth Park Racetrack:** Mr. Drazin appeared and described a proposal to present outdoor events such as movies or concerts. He asked Mr. Jerry Bikal consultant to the Count Basie Theater to describe the plans for an outdoor concert. He explained the one car fee, security, parking precautions, port-a-johns, concessions, hours of operation. Mr. Adam Phillipson of the Count Basie appeared and explained that this promotion would be a fundraiser for the Count Basie and donations toward COVID-19 relief. Mr. Bikal stated there would probably be no more than 1,000 car spaces and the concert would be over by around 8:30 pm. Mr. Bikal reached out to Southside Johnny and the Asbury Jukes, who expressed interest in performing. Councilman O'Brien had questions regarding noise, which Mr. Bikal addressed. Councilwoman Walker and Mr. Bikal discussed limiting pedestrian access. There was additional discussion regarding limiting car capacity to 4 individuals, EMS services and security. Councilman Tvrdik expressed concerns regarding security plans. Mayor Coffey stated the biggest concern is security and coordination between Count Basie's security and the Oceanport Police Dept. The Governing Body expressed support for the concept.

Since Mr. Drazin was attending the meeting, he provided an update for the opening of Monmouth Park. The revised meet will begin on July 3rd with protocols for social distancing, taking temperatures. Monmouth Park will comply with whatever precautions the State requires. He explained that the sports book income is significantly reduced, and the Blu Grotto restaurant is currently closed. Councilman Deerin asked if the track could extend the racing season. Mr. Drazin discussed the possibility of adding turf racing at Monmouth Park instead of its usual turf runs at the Meadowlands in the fall.

VII. Administrator's Report: Ms. Phelps advised she has been working on the Borough's COVID-19 grant package, the affordable housing rehabilitation program and the solid waste and recycling contract. She asked Ms. LaPorta to provide an update on the budget process. Ms. LaPorta reported on requests from department heads regarding their capital budget requests and meeting with the Finance Committee. Ms. LaPorta hopes to introduce the budget in May 21st, if all works out well.

VIII. Clerk's Report: Ms. Smith advised that due to statutory regulations, the public hearing process for the budget requires 28 days. After speaking with Mayor Coffey, she advised a special meeting could be called for June 25th, with no objection from the Governing Body. There was discussion regarding reading the budget by title only or in full and availability of the budget for public inspection. Ms. Smith advised the Borough needs to renew its agreement with the County Community Block Development Grant (CDBG) program. There were no questions or corrections for the May 21, 2020 meeting items.

May 21, 2020 Meeting Items:

1. Resolution authorizing Tax Sale Redemption #19-00008
2. Resolution authorizing participation in the County CDBG Program
3. Resolution authorizing grass cutting services through State Contract
4. Mayor & Council - Workshop - Apr 2, 2020 7:00 PM
5. Mayor & Council - Special Meeting - Apr 13, 2020 4:00 PM

X. Discussion Items:

1. Affordable Housing Rehabilitation Program

Ms. Phelps advised that the Program is required as part of the Borough's housing element and fair share plan, which the administrative agency CGP&H can put this program together on behalf of the borough. She described the services that CGP&H will provide for this requirement and also advised that CGP&H will also prepare a rehabilitation manual for action, to be approved at the May 21st meeting.

2. Recommendation for Award of Contract(s) for Solid Waste & Recycling

Ms. Phelps stated that Council President Gallo recommended to use the Public Works Dept. for bulk pick up, effective June 1st, in order to reduce the cost of garbage/recycling, for a savings of \$21,000 through the end of the year. She discussed the options available from Mazza and Suburban, tipping fees, current costs and projected costs. There was extensive discussion regarding roll off containers, tipping fees and amount of bulk. There was discussion regarding the ability of Public Works staff to handle the additional work.

3. 2nd Quarter Tax Payment Deadline

Mayor Coffey discussed the Governor's Executive Order regarding the second quarter tax payments. He stated it wasn't a good choice for the Borough to extend the deadline, as the Borough still needs to pay its own bills. Councilman O'Brien concurred with the Mayor's assessment to leave the deadline as it stands.

4. Status of Werah Place Bulkhead & 101 Smith Street, Councilman Tvrdik - *Added*

Councilman Tvrdik advised he received an email from the property owner about the repair of the Borough's bulkhead at Smith St. Mr. Arnette stated he did not see a path forward that would allow the Borough to participating in the process of getting the bulkheading done. Councilman Tvrdik and Mr. Arnett discussed the paper street and the property owner's request for a garage. There was discussion regarding easements and approval by the Planning Board and Borough Engineer.

X. RESOLUTIONS:

#2020-121 Resolution authorizing payment of BILL LIST 05-07-2020

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

#2020-122 Resolution awarding contract for Solid Waste Collection & Disposal

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

#2020-123 Resolution awarding contract for Recycling Collection & Disposal

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

#2020-124 Resolution awarding a contract for Affordable Housing Rehabilitation Program

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

XI. Area in Need of Redevelopment Investigation:

1. Planning Board Recommendation - Resolution PR-20-13
2. **#2020-125** Resolution designating Squier Hall, McAfee & Tech Campus South as Area in Need of Redevelopment

Prior to the vote on the adoption of the ordinance, Mayor Coffey asked the Borough's Redevelopment Attorney, Matt Jessup and FMERA Planner, Elizabeth Lehany to describe the process. Ms. Lainey explained there had been a lengthy hearing before the Borough's Planning/Zoning Board regarding the redevelopment of the 3 parcels on former Ft. Monmouth property. She stated the buildings are outdated, including utilities and there are landfills. She stated the land meets criteria B, C & D under the local redevelopment housing law. Mr. Jessup added that each of the parcels met multiple criteria under the redevelopment law. In response to Council President Gallo's question, Mayor Coffey explained how declaring the commercial property as areas in need of redevelopment will allow the Borough to enter into a PILOT with the developer/purchaser of the Squier Hall property. Mayor Coffey emphasized that the Borough will only approve PILOTs for residential units if there was an exceptional offer. He described the benefits for allowing PILOTs for commercial developers. Mayor Coffey also stressed that only the Governing Body can approve PILOT and is the tool that enables the Governing body to negotiate with the developer.

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

XII. Redevelopment Plan for Squier Hall, McAfee Center and Tech Campus South:**#1024** Ordinance Adopting Redevelopment Plan for Squier Hall

Councilman Tvrdek called for the introduction of "AN ORDINANCE OF THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, NEW JERSEY ADOPTING A REDEVELOPMENT PLAN FOR PROPERTY LOCATED IN THE BOROUGH WITHIN THE FORMER FORT MONMOUTH AND IDENTIFIED AS THE "SQUIER HALL" PARCEL PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW N.J.S.A. 40A:12A-1 et seq." and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdek moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of May 21, 2020 and to advertise same in accordance with the law, which was seconded by Councilman Deerin.

RESULT:	APPROVED OF FIRST READING [UNANIMOUS]	Next: 5/21/2020 7:00 PM
MOVER:	Thomas Tvrdik, Councilman	
SECONDER:	William Deerin, Councilman	
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker	

- XIII. Mayor's Report:** Mayor Coffey advised that the Squier Hall project is the main project going forward. He praised residents for coping with the COVID-19 virus. He expressed hope that the Governor will pass executive orders to open businesses and that residents respect each other. He expressed thanks to the first line responders. He explained changes to the Building Dept. inspections, which can be done remotely. Councilman Tvrdik commended Ms. Smith and Construction Official, John Johnson, for the efforts on their efforts to move forward with virtual inspections.
- XIV. Petitions from the Public:** Mayor Coffey opened the meeting to petitions from the public. Public was advised to click button on "raise hand" to want to speak. As no one from the public wished to be heard, Mayor Coffey closed that portion of the meeting.
- XV. Adjournment:** As there was no further business, the meeting was adjourned at 9:11 PM on a motion by Councilman Deerin, seconded by Councilwoman Walker and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

**BOROUGH OF OCEANPORT****MAYOR & COUNCIL****MINUTES • MAY 21, 2020****Regular Meeting****Maple Place School****7:00 PM****2 Maple Place, Oceanport, NJ 07757**

I. Call to Order: Mayor Coffey called the meeting to order at 7:25 p.m.

II. Statement of Compliance with Open Public Meetings Act: This meeting further complies with the Open Public Meetings Act by notification on March 31, 2020 of this virtual/remote meeting, its location, date and time to the Asbury Park Press and the LINK News and by the posting of same on the municipal bulletin board and Borough Web Site.

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

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

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

V. Roll Call:

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

VI. GUEST: FMERA Staff Monthly Update: Mayor Coffey advised that a FMERA representative was not available for this meeting. However, he stated they approved a redevelopment plan for Oceanport to amend the plan. Squier Hall, the entertainment venue is moving slowly, and it will be another month or so before any progress is made on the 400 area.

VII. Administrators Report: I continue to look at funding opportunities for past and future COVID-19 expenses. Unfortunately, Ms. Phelps learned last week that the Borough is not eligible to apply individually for the Dept. of Justice grants. The State of NJ has been allocated almost \$12 million for this particular grant; however, of that \$12 million, \$6 million has already been earmarked to particular counties and municipalities within the state. The grant application is being administered by the NJ AG's office and they will be putting together a spending plan based on needs throughout the State and they are in the process of gathering that information. Funding is limited and the only way the Borough would be eligible is if the State AG's office issues subgrants. Based on that, it may be best to purchase what the Borough needs and get reimbursement from the FEMA Declaration, which is at 75% reimbursement.

The County is in receipt of \$108 million through the CARES funding act. Ms. Phelps participated in a conference call on Monday regarding this funding which is a REIMBURSEMENT program. The first step was to execute the County's reimbursement agreement. That was received on Tuesday evening and returned,

signed by the Mayor, within an hour after receipt. The 1st round of funding will be for COVID expenses from March 1 through June 14. Ms. Phelps is compiling that information. There will be two additional funding periods. The grant process is a very complicated one and the CARES program is very similar to the FEMA reimbursement program. There are no guarantees on reimbursements. Ms. Phelps thanked OEM, Police and 1st Aid for putting together their spending information and also providing future needs. There will be a resolution prepared memorializing the execution of the Reimbursement Agreement with the County for the June 4th meeting.

The Borough's Owner Rep., Bob Iamello, issued a field report on May 18th in conjunction with the new municipal complex. Progress continues, and Councilman Tvrdik will be discussing this during his report. Ms. Phelps met with the project manager Bill Coyne to address some questions raised regarding tile in the locker rooms and the bathrooms in both buildings.

Ms. Phelps expressed her thanks to Little Silver's Administrator/Clerk, Kim Jungfer, who agreed to allow the Oceanport/Sea Bright court the use of Little Silver's court facilities for the court to resume on a remote basis with a Zoom account, which is the AOC's directive for remote sessions. The Borough's Court Administrator, Carol Smith, will be working with Little Silver's Court Administrator to move forward with remote sessions. This is a great example of a "good neighbor" during difficult times, and again expressed thanks for Ms. Jungfer's help and cooperation. Little Silver's Court Administrator Janice Swaggerty will be assisting Carol Smith with Court. A resolution to place Ms. Swaggerty on the Oceanport payroll will be prepared for approval. This will also need action this evening since Municipal Court Judge John Patti advised of the possibility of a June 1st court date.

- VIII. Clerk's Report:** Ms. Smith advised that a street opening permit application had been made by the developer for 282 East Main Street which the Clerk's office denied due to moratorium status. The developer submitted a letter of appeal to the Governing Body requesting a waiver of the moratorium. The standard requirements of repaving from curb to curb would be a condition of approval. A resolution provided in advance was added to the agenda for action with no objection from Council.

Ms. Smith reminded everyone that while the deadline had been extended, please be sure to file the Annual Financial Disclosure Statement if not done already.

IX. Consent Agenda:

- #2020-126 1. Resolution authorizing payment of BILL LIST 05-21-2020
- #2020-127 2. Resolution authorizing participation in the County CDBG Program
- #2020-128 3. Resolution authorizing grass cutting services through State Contract
- #2020-129 4. Resolution authorizing Tax Sale Redemption #19-00008
- #2020-130 5. Resolution authorizing Tax Sale Redemption #17-00021

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

X. Minutes:

1. Mayor & Council - Workshop - Apr 2, 2020 7:00 PM

RESULT:	ACCEPTED AS AMENDED [UNANIMOUS]
MOVER:	Thomas Tvrdik, Councilman
SECONDER:	William Deerin, Councilman
AYES:	Deerin, Gallo, Keeshen, O'Brien, Tvrdik, Walker

2. Mayor & Council - Special Meeting - Apr 13, 2020 4:00 PM

RESULT: ACCEPTED [5 TO 0]
MOVER: Meghan Walker, Councilwoman
SECONDER: Richard Gallo, Councilman
AYES: Gallo, Keeshen, O'Brien, Tvrdik, Walker
ABSTAIN: Deerin

XI. Resolutions:**#2020-131** Resolution authorizing mailing of 3rd QTR Estimated Tax Bills

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

#2020-132 Resolution approving the Borough's Home Improvement Program

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

#2020-133 Resolution authorizing purchase of radio tower equipment for the police department

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

#2020-134 Resolution authorizing contract to remove & relocate police radio equipment

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

#2020-137 Resolution authorizing waiver of Street Opening Moratorium for 282 E. Main Street - *Added*

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

#2020-138 Resolution authorizing hiring of Janice Swaggerty to assist with Municipal Court - *Added*

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

XII. 2020 Municipal & Capital Budget:**#2020-135** Resolution authorizing an emergency temporary appropriation

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

#2020-136 Resolution Approving Introduction of the 2020 Municipal Budget

Councilman O'Brien provided details regarding appropriations, expenditures, State aid, Open Space tax, and Capital Budget impacts on the budget. As there were no questions, Councilman O'Brien moved to approve the introduction of the 2020 municipal budget which was seconded by Councilman Deerin.

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

#1025 Ordinance Establishing a CAP Bank for CY2020

Councilman Tvrdek called for the introduction of "**AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY ESTABLISHING A CAP BANK FOR 2020 CALENDAR YEAR (N.J.S.A. 40A:4-45.14)**" and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdek moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of June 25, 2020 and to advertise same in accordance with the law, which was seconded by Councilman Keeshen.

RESULT: APPROVED ON FIRST READING [UNANIMOUS] Next: 6/25/2020 7:00 PM
MOVER: Thomas Tvrdek, Councilman
SECONDER: William Deerin, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdek, Walker

#1026 2020 Capital Bond Ordinance

Councilman Tvrdek called for the introduction of "**BOND ORDINANCE PROVIDING FOR VARIOUS 2020 GENERAL CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$2,354,938 THEREFOR (INCLUDING A GRANT FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$205,000) AND AUTHORIZING THE ISSUANCE OF \$2,051,554 BONDS OR NOTES TO FINANCE PART OF THE COST THEREOF**" and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdek moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of June 25, 2020 and to advertise same in accordance with the law, which was seconded by Councilman Keeshen.

RESULT: APPROVED ON FIRST READING [UNANIMOUS] Next: 6/25/2020 7:00 PM
MOVER: Thomas Tvrdek, Councilman
SECONDER: Michael O'Brien, Councilman
AYES: Deerin, Gallo, Keeshen, O'Brien, Tvrdek, Walker

XIII. Second Reading Ordinances:**#1024** Ordinance Adopting Redevelopment Plan for Squier Hall

Borough Redevelopment Attorney, Matt Jessup, appeared and provided a summary of the process to declare

an area in need of redevelopment, the referral to the Borough's Planning/Zoning Board and its recommendation to the Governing Body to approve the area as an area in need of redevelopment. Elizabeth Lainey, FMERA's planner appeared and summarized her findings and plans for the parcel. There was discussion between Council President Gallo and Mayor Coffey regarding the use of the building as a satellite college campus.

PUBLIC HEARING: Mayor Coffey opened the meeting for public comment for this ordinance. Acknowledged there were no comments or questions submitted or requests to be heard, Mayor Coffey closed the public hearing on a motion by Councilman Deerin, which was seconded by Councilman O'Brien and approved by Council.

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance adopting the redevelopment plan for Squier Hall and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only. "AN ORDINANCE OF THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, NEW JERSEY ADOPTING A REDEVELOPMENT PLAN FOR PROPERTY LOCATED IN THE BOROUGH WITHIN THE FORMER FORT MONMOUTH AND IDENTIFIED AS THE "SQUIER HALL" PARCEL PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW N.J.S.A. 40A:12A-1 et seq." was published one time in the Asbury Park Press on May 12, 2020.

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

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

XIV. Committee Reports:

1. Councilman Deerin, Parks and Recreation. Councilman Deerin reported that Action Camp, baseball and T-ball will be cancelled this year due to COVID-19. He expressed his thanks to Mike MacStudy and Bill MacRae, who will be resigning from the baseball program this year, for their years of volunteerism and dedication to the Borough. The Memorial Day parade will be cancelled and laying of the wreaths was impossible because florists were not open. Movies in the park may be viable, possibly working something out with Monmouth Park. Councilman Deerin expressed his pleasure with residents using the tennis and basketball courts responsibly.
2. Council President Gallo, Public Works and Engineering. Council President Gallo advised that the 2020 CDBG Grant for Wolf Hill Ave. was approved. However, the Board of Education is planning construction there. The Committee determined that it wasn't practical to pave the road while construction is going on. He spoke with Ms. Phelps, who advised that the Borough can cancel that grant and reapply next year for another grant, possibly to increase/improve the parking lot at the Old Wharf House. Ms. Phelps advised that CDBG requested a formal letter informing them of the Borough's intentions and was given authorization to prepare and submit said letter with no objections from the Council.
3. Councilman Keeshen, Public Safety. Councilman Keeshen advised the first responders are following CDC guidelines and being vigilant regarding COVID-19. He reported that there were 2 fires that the Fire Dept. responded to, one to assist and one in town. He commended the Department for its response.
4. Councilman O'Brien, Finance and Administration. Councilman O'Brien reported the Finance Committee has been working on the budget for introduction. He thanked Ms. LaPorta and Ms. Phelps for their assistance and guidance. He stated the tax receipts were at 95.83%, which was below normal. He reminded residents that the Borough did not extend the deadline date for the 2nd quarter and asked residents who have not submitted their tax payments to do so. Councilman O'Brien also stated that there is a proposal at the State level to extend the property tax appeal deadline to July 1st.
5. Councilman Tvrdik, Planning and Development Liaison. Councilman Tvrdik reported that Borough Hall remains closed to the public, but the Building Dept. staff still working. Construction Official, John Johnson, has requested that if property owners are planning construction, to please call to determine which permits are required, and that a full package is delivered. Councilman Tvrdik advised the Planning/Zoning Board is in full operation. He thanked Ms. Smith for her efforts in coordinating the meetings. Councilman Tvrdik advised work continues at the old borough hall site and framing will happen soon. He also provided an

update on work at the new Municipal Complex. After meeting with the contractor Ben Harvey, Mayor Coffey and Councilman Keeshen, the Borough requested the Police Dept. building by the end August and the municipal building ready for the swearing in ceremony in January 2021.

6. Councilwoman Walker, Health and Human Services Liaison. Councilwoman Walker reported on the number of positive COVID-19 cases in Monmouth County, with 59 confirmed cases in the Borough. She advised there are a variety of mental and behavioral health support services through the County. Councilwoman Walker stated the RWJ COVID-19 convalescent plasma program is ongoing, and encouraged anyone who has recovered from the virus to reach out to them. Restricted public access to County buildings has been extended to May 31st. She reported that the Water Watch Committee conducted tests on May 14th, which showed low water levels and brown and murky water throughout, which could be attributed to an algae bloom. Clean Ocean Action will assist in monitoring. Councilwoman Walker stated that the Borough will finish the school year on line, in accordance with Gov. Murphy's order. She attended last Board of Education virtual meeting, where the district architect, bond council and financial advisors stated the schools' construction project are on track and scheduled to begin this summer. Councilwoman Walker also reported on possibilities for graduation ceremonies. She expressed her disappointment about the cancellation of many end of year ceremonies and events. Councilwoman Walker noted that 6 families in Oceanport have dual graduates from Maple Place and Shore Regional: the Santi, Portella, Whiteman, Italiano, Whitaker and Sears families. She wished them congratulations and much success.

XV. Mayor Coffey's Report:

Mayor Coffey discussed the cancellation of Action Camp, Memorial Day Parade, baseball and softball. He advised that members of the Board of Education and PTO submitted a 20 page presentation to the Governor's Office for graduation from Maple Place. After discussions with Freeholder Arnone and Sen. Gopal, there is some hope that there will be an overall response from the Governor's Office by next week regarding graduation protocols. Mayor Coffey recognized Jonas Sussman, a 16 year old High Tech High School student, printed 28 3-d face shields and provided them to OEM for distribution. Mayor Coffey also recognized individuals at Oceanport Gardens by keeping the Borough advised of any issues within the building. He thanked Toni Sverapa, Enzo's Pizzeria and Restaurant, Ilvento Builders for their support at Oceanport Gardens. Mayor Coffey discussed the proposal for outdoor movies being held at Monmouth Park. He also commended the Fire Dept. for their response to the 2 fires in the past week. Mayor Coffey discussed the need for guidance from the Governor's Office regarding school openings, his review of the brown water issue, which is not just the Shrewsbury River, updates to the Borough's website with the Governor's Executive orders, information from the County and the place to sign up for participation in the virtual meetings.

XVI. Petitions from the public: Mayor Coffey opened the meeting to petitions from the public. Public was advised to click button on "raise hand" to want to speak, email to publiccomments@oceanportboro.com or call the meeting line at 732.272.8337.

The Clerk read comments from Richard Barnes, 95 Paddock Ct., and Linda Kelly, 76 Gooseneck Pt. Rd., into the record, which are attached.

Mayor Coffey added further information about the reporting of positive COVID-19 cases being reported by town of residence, not necessarily where exposed. Police Chief Michael Kelly reported that the Borough has 19 active cases.

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

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

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A ONE-YEAR EXTENSION OF THE INTER-LOCAL
AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND THE
OCEANPORT BOARD OF EDUCATION FOR GROUNDS MAINTENANCE
AND SNOW PLOWING**

Resolution

WHEREAS the Oceanport Board of Education has the need for lawn mowing and snow plowing with the exception of the walkways of school properties;

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40:65-1 Et. Seq. authorizes joint activities among governmental agencies and was enacted with the intent to facilitate and promote Inter local Service Agreements; and

WHEREAS, the Borough of Oceanport has the equipment and personnel to perform the lawn mowing and snow plowing and enter into an inter local agreement with the Oceanport Board of Education to do such work; and

WHEREAS, effective on July 1, 2019, the Borough of Oceanport entered into a shared services agreement with the Oceanport Board of Education for lawn mowing and snow plowing services with the exception of the walkways of school properties; and

WHEREAS, the termination date of the original Agreement is June 30, 2020; and

WHEREAS, the Oceanport Board of Education is desirous of renewing the existing shared services agreement with the Borough of Oceanport for an additional one (1) year term for an amount not to exceed \$38,500.00;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Oceanport hereby authorizes an extension of the Shared Services Agreement ("agreement") for services between the Borough of Oceanport and the Oceanport Board of Education that incorporates the following additional terms and conditions:

1. The agreement dated June 28, 2019, is hereby extended for a period of one additional year from the date of termination. The new termination date will be June 30, 2021
2. The annual rate for the services shall be \$38,500.00 which is the same as the 2019-2020 rate.
3. All other terms and conditions contained in the original Shared Services Agreement or any prior extensions thereto not modified by this Amendment shall remain in full force and effect.

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

**INTER-LOCAL AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT
AND THE OCEANPORT BOARD OF EDUCATION
FOR GROUNDS MAINTENANCE AND SNOW PLOWING SERVICES**

THIS AGREEMENT made the 28th day of June 2019, by and between the **BOROUGH OF OCEANPORT** and the **OCEANPORT BOARD OF EDUCATION**

WHEREAS the Oceanport Board of Education (the "Board") has the need for lawn mowing and snow plowing with the exception of the walkways of school properties;

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40:65-1 Et. Seq. authorizes joint activities among governmental agencies and was enacted with the intent to facilitate and promote Inter local Service Agreements; and

WHEREAS, the Borough of Oceanport (the "Borough") has the equipment and personnel to perform the lawn mowing and snow plowing and enter into an inter local agreement with the Board to do such work;

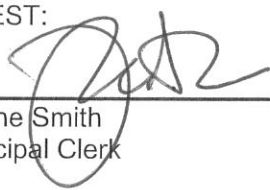
WHEREAS, the Borough has been performing these services for the Board of Education since 2008 and both parties have found the Agreement to be beneficial.

NOW THEREFORE IT IS HEREBY AGREED by and between the Mayor and Council of the Borough of Oceanport and the Oceanport Board of Education that hereby enters into a inter local services agreement with the Oceanport Board of Education as follows:

1. The Borough shall provide for lawn mowing and snow plowing for the specified period, with the exception of walkways, on school properties for the cost of \$38,500.00 with one payment due July 1, 2019 and the second payment due January 1, 2020.
2. This Agreement shall commence of July 1, 2019 and terminate on June 30, 2020.
3. The parties hereby agree that each party shall release, indemnify, defend and hold harmless the other and their respective agents, officers and employees from any and all claims, demands, losses, expenses, attorney's fees, causes of action, judgments, lawsuits, proceedings, damages and liability resulting and arising from the alleged or asserted negligent, reckless or intentional act of itself, its agents, officers and employees.
4. Both parties shall designate each other as a named insured on all insurance coverage.
5. Either party may terminate this Agreement for any reason upon sixty-days' written notice to the other.

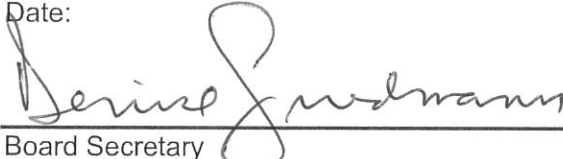
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

ATTEST:



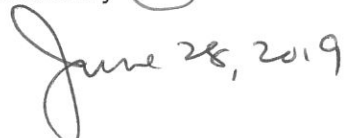
Jeanne Smith
Municipal Clerk

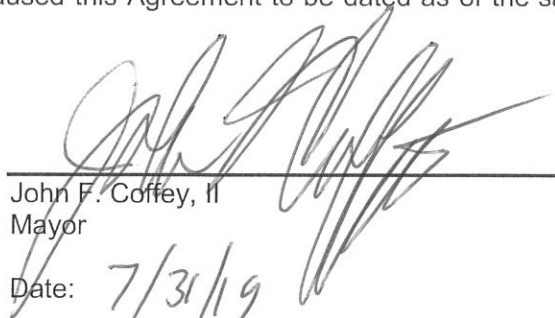
Date:



Denise Gudmann
Board Secretary

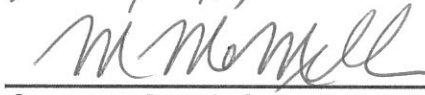
Date:


June 28, 2019



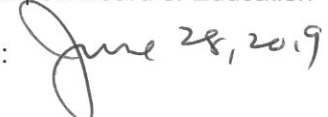
John F. Coffey, II
Mayor

Date:



M. McNeill
Oceanport Board of Education

Date:


June 28, 2019

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE ASSIGNMENT OF THE LAND USE DEVELOPMENT
ORDINANCE PROJECT FROM CLARK CATON HINTZ TO KENDRA LELIE,
PROFESSIONAL PLANNER WITH KYLE+MCMANUS & ASSOCIATES,
BOROUGH PLANNERS**

Resolution

WHEREAS, the Borough of Oceanport awarded a contract to Clark Caton Hintz for the preparation of a new Land Use Development Ordinance pursuant with Resolution #2017-234 (attached hereto); and

WHEREAS, Kendra Lelie, a Professional Planner, was responsible for the project while she was at Clark Caton Hintz ; and

WHEREAS, Ms. Lelie performed the objectives of the project scope through to the first draft of the proposed ordinance and was awaiting feedback from Borough officials including the Borough's Zoning Officer; and

WHEREAS, the project was delayed by the Borough as a consequence of personnel changes and the need to fill the vacancy left by the Zoning Officer's resignation; and

WHEREAS, Ms. Lelie in the interim left employment with Clark Caton Hintz and is now employed by the Borough's Planners Kyle+McManus Associates; and

WHEREAS, no action, communication or pursuit of the project has been undertaken by Clark Caton Hintz to complete the project since Ms. Lelie has moved to the Borough Planner; and

WHEREAS, for purposes of continuity and efficiency Ms. Lelie should be responsible for the completion of the project and it is in the best interests of the Borough to continue with Ms. Lelie on this project;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the continued preparation of the new Land Use Development Ordinance is hereby assigned to the Borough Planner so as to have Kendra Lelie continue her work and finalize the project; and

BE IT FURTHER RESOLVED that the balance of funds appropriated for the preparation of the new Land Use Development Ordinance shall be available for the completion of the project by Kendra Lelie with the Borough Planner; and

BE IT FURTHER RESOLVED that this resolution shall supersede any prior Resolutions that are inconsistent herewith.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A PROFESSIONAL CONTRACT FOR THE PREPARATION OF A
NEW COMPREHENSIVE LAND USE & DEVELOPMENT ORDINANCE
BETWEEN CLARK CATON HINTZ AND THE BOROUGH OF OCEANPORT**

**Resolution #2017-234
12-14-17**

WHEREAS, the Borough of Oceanport solicited Requests for Proposals for the development of a new land use & development ordinance in order to consolidate and update the Borough's land use, zoning and development ordinances into one Land Use and Development Ordinance that will address areas including but not limited to, new laws, conditions, conflicts between current ordinances, new technologies and an update of the Zoning Schedules and Zoning Map to reflect new development area of Fort Monmouth; 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 awarding of such contract is not subject to advertising for competitive bids or bidding under *N.J.S.A. 40A:11-5*; and

WHEREAS, the use of competitive contracting was authorized by Resolution #2017-166 and a Request for Proposals was advertised with six (6) proposals being received on October 18, 2017; and

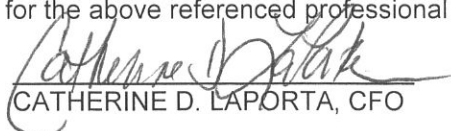
WHEREAS, the review committee has recommended that Clark Caton Hintz, 100 Barrack Street, Trenton, NJ 08608 proposal in the amount of Fifty Thousand Dollars (\$50,000.00) be awarded the contract on the basis that their proposal is the most advantageous to the Borough, price and other factors considered, including their extensive experience with similar projects for other public agencies as well as their established knowledge of the Borough and its needs and holds the necessary qualifications and expertise for the performance of the services at the amount listed in the proposal; and

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

1. That the Mayor and Borough Clerk are hereby authorized to enter into a contract with Clark Caton Hintz for professional services for the Preparation of a new comprehensive Land Use Development Ordinance for the Borough of Oceanport in accordance with their proposal dated October 18, 2017
2. That the total compensation associated with the proposal shall not exceed \$50,000.00
3. That the within Resolution shall be subject to the Chief Financial Officer certifying that funds are available for the stated purpose.
4. That the Borough Clerk shall publish a notice of the award in the LINK News and the resolution and contract shall remain on file in the Borough Clerk's office.
5. Subject to review of the contract by the Borough Attorney

CERTIFICATION OF FUNDS

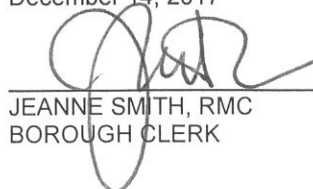
As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, have ascertained that there are sufficient uncommitted funds in Account #7-01-21-180-301, Planner Services, not to exceed \$50,000.00 for the above referenced professional services contract.


CATHERINE D. LAPORTA, CFO

Motion: *Irace* Second: *Proto*

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Cooper	(✓)	()	()	()
Gallo	(✓)	()	()	()
Irace	(✓)	()	()	()
Kahle	(✓)	()	()	()
Proto	(✓)	()	()	()
Solan	(✓)	()	()	()
Coffey	()	()	()	()

I certify that the foregoing Resolution #2017-234 was adopted by the Oceanport Governing Body at the Regular Meeting held December 14, 2017


JEANNE SMITH, RMC
BOROUGH CLERK

ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED ON FIRST READING

DATED: July 16, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED: July 16, 2020

JEANNE SMITH

Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____.

JOHN F. COFFEY, II
Mayor

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

by and between

BOROUGH OF OCEANPORT

and

KKF UNIVERSITY ENTERPRISES URBAN RENEWAL, LLC

Dated: August [●], 2020

THIS FINANCIAL AGREEMENT is made this [●] day of August, 2020 (hereinafter this "Agreement" or "Financial Agreement") by and between **KKF UNIVERSITY ENTERPRISES URBAN RENEWAL, LLC** (the "Entity") a New Jersey limited liability company and an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, N.J.S.A. 40A:20-1 *et seq.*, as amended and supplemented (the "Exemption Law"), with offices at 40 Monmouth Park Highway, P.O. Box 70, West Long Branch, New Jersey 07764; and the **BOROUGH OF OCEANPORT**, County of Monmouth, State of New Jersey, having an address at 313 East Main Street, Oceanport, New Jersey 07757 (the "Borough"; and together with the Entity, the "Parties" or "Party").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Benefits of Project v. Costs.

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

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

iii. Pursuant to this Financial Agreement, the Project is projected to generate revenue for the Borough in the first year of approximately \$233,057 (less the applicable Land Tax credit), well in excess of the municipal revenue previously generated by the Property (\$0). The benefits to the Borough accruing as a result of the Project, including the generation of jobs and the generation of municipal revenues, will substantially outweigh any incremental costs to the Borough resulting from the Long Term Tax Exemption granted herein.

B. Importance of Long Term Tax Exemption.

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

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

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

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

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

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

Section 1.2 General Definitions and Construction

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

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

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

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

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

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

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

Section 1.3 Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

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

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

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

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

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

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

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

ARTICLE II - PROJECT AND PROPERTY

Section 2.1. Borough's Findings

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

substantially outweigh any incremental costs to the Borough resulting from the Long Term Tax Exemption granted herein.

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

Section 2.2 Approval of Agreement

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

Section 2.3 Approval of the Entity

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

Section 2.4 Redevelopment of the Property

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

Section 2.5 Entity's Relationship to Property

The Entity is the fee simple owner of the Property.

ARTICLE III – OWNERSHIP, MANAGEMENT AND CONTROL

Section 3.1 Entity's Representation

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

Section 3.2 Required Provisions of Financial Agreement

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

Section 3.3 Fiscal Plan

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

Section 3.4 Estimated Rental Schedule

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

ARTICLE IV - TAX EXEMPTION; ANNUAL SERVICE CHARGE

Section 4.1 Term

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

Section 4.2 Calculation of Annual Service Charge

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

(a) **Stage One:** From the ASC Commencement Date until the fifteenth anniversary of the ASC Commencement Date, the Annual Service Charge shall be (i) fifteen and seven-tenths (15.7%) percent of AGR; and

(b) **Stage Two:** From the first day after the fifteenth anniversary of the ASC Commencement Date until the twentieth anniversary of the ASC Commencement Date, the Annual Service Charge shall be equal to the greater of fifteen and seven-tenths (15.7%) percent of AGR or twenty (20%) percent of the amount of the taxes otherwise due on the value of the Property and the Improvements.

(c) **Stage Three:** From the first day after the twentieth anniversary of the ASC Commencement Date under the twenty-fourth anniversary of the ASC Commencement Date, the Annual Service Charge shall be equal to the greater of fifteen and seven-tenths (15.7%) percent

of AGR or forty (40%) percent of the amount of the taxes otherwise due on the value of the Property and the Improvements;

(d) **Stage Four:** From the first day after the twenty-fourth anniversary of the ASC Commencement Date until the twenty-eighth anniversary of the ASC Commencement Date, the Annual Service Charge shall be equal to the greater of fifteen and seven-tenths (15.7%) percent of AGR or sixty (60%) percent of the amount of the taxes otherwise due on the value of the Property and the Improvements;

(e) **Final Stage:** From the first day after the twenty-eighth anniversary of the ASC Commencement Date until the thirtieth anniversary of the ASC Commencement Date, the Annual Service Charge shall be equal to the greater of fifteen and seven-tenths (15.7%) percent of AGR or eighty (80%) percent of the amount of the taxes otherwise due on the value of the Property and the Improvements.

Section 4.3 Minimum Annual Service Charge

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

Section 4.4 Quarterly Installments

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

Section 4.5 Rights and Obligations Related to Long Term Tax Exemption

(a) All Annual Service Charge or Minimum Annual Service Charge payments, as the case may be, made pursuant to this Financial Agreement shall be in lieu of taxes and, as set forth above, the Borough shall have the rights and remedies of tax enforcement granted to a municipality by Applicable Law, including those of in rem tax foreclosure pursuant to N.J.S.A. 54:5-1, just as if said payments constituted regular real property tax obligations on other real properties within the Borough.

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

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

Section 4.6 Remittance to County

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

Section 4.7 Payment Prior to ASC Commencement Date

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

Section 4.8 Other Municipal Services.

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

Section 4.9 Land Taxes

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

ARTICLE V - DISPUTE RESOLUTION; DEFAULT

Section 5.1 Agreement to Arbitrate

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

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

Section 5.2 Covenant to Make Payments

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

Section 5.3 Remedies upon Default

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

Section 5.4 Notification of Breach Required

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

Section 5.5 Force Majeure

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

Section 5.6 Certificate of Occupancy

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

Section 5.7 Filing of Certificate of Occupancy

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

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

ARTICLE VI - LIMITATION ON PROFITS

Section 6.1 Entity's Covenant of Limitation on Profits

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

Section 6.2 Permitted Reserves

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

Section 6.3 Payment of Dividend and Excess Profit Charge

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

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

The Termination Date of this Agreement, or the date of sale or transfer of the Improvements, shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the Borough the amount of the Reserve, if any, maintained by it pursuant to Section 6.2, and the Excess Net Profits, if any.

ARTICLE VII - TERMINATION OF AGREEMENT AND INSPECTIONS

Section 7.1 Voluntary Termination of the Financial Agreement by Entity

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

Termination Date, or the obligation of the Entity or the Transferee, as applicable, to perform the final accounting required by the Exemption Law and Section 7.2 below.

Section 7.2 Termination and Final Accounting

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

Section 7.3 Taxes After Termination Date

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

Section 7.4 Rights of Inspection

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project by representatives duly authorized by the Borough and Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(e). The Entity shall also permit, upon written request, examination and audit of its books, contracts, records, documents and papers relating to the Project by representatives duly authorized by the Borough and Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(e). Such inspection shall be made upon five (5) days' prior written notice, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project. Nothing in this section shall be construed to affect, limit or restrict the powers of municipal, county, State or other officials from carrying out those inspections that are generally applicable outside of the Exemption Law context, including, but not limited to, inspections by fire officials, construction code officials, etc.

ARTICLE VIII - SALE OR LEASE OF PROJECT

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

The Entity shall not transfer all or any portion of the Project without the prior written approval of the Borough, except that after completion of the Project, the Entity shall be permitted to transfer all or any portion of the Project to another urban renewal entity, qualified and organized under the Exemption Law (a "Transferee"), and approved by the Borough under the conditions set forth herein. As permitted by N.J.S.A. 40A:20-10(a), it is understood and agreed that the Borough, on written application by the Entity after completion of the Project, shall consent to a sale of the Project and the transfer of this Agreement provided: (i) the transferee

entity does not own or lease any other Project subject to long term tax exemption at the time of transfer; (ii) the transferee entity is formed and eligible to operate under the Exemption Law; (iii) the Entity is not then in Default of this Agreement or the Exemption Law; (iv) the Entity's obligations under this Agreement are fully assumed by the transferee entity; (v) the transferee entity agrees to abide by all terms and conditions of this Agreement including, without limitation, the filing of an application pursuant to N.J.S.A. 40A:20-8, and any other terms and conditions of the Borough in regard to the Project; (vi) the transferee entity possesses the requisite experience, qualifications, and financial capacity to operate and manage the Project; and (vii) the principal owners of the transferee entity possess the same business reputation, financial qualifications and credit worthiness as the Entity and are otherwise reputable.

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

A. Encumber the Project, e.g., mortgage financing, development easements, etc., provided that any such encumbrance is subordinate to the lien of the Annual Service Charges.

B. Transfer the ownership interest in the Entity to an Affiliate.

C. Lease any portion of the Project to an end user, with such tenant not being required to be an entity eligible to operate under the Exemption Law.

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

Section 8.2 Obligations of Entity and Transferee after Conveyance

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

Section 8.3 Collateral Assignment

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

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

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

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

ARTICLE IX - ENTITY'S COVENANTS AND REPRESENTATIONS

Section 9.1 Management and Operation

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

Section 9.2 Computation of Gross Revenue

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

Section 9.3 Annual Audit Report

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

Section 9.4 Total Project Cost Audit

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

Section 9.5 Disclosure Statement

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

ARTICLE X - INDEMNIFICATION

Section 10.1 Indemnification

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

ARTICLE XI - MISCELLANEOUS PROVISIONS

Section 11.1 Governing Law

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

Section 11.2 Oral Representation

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

Section 11.3 Modification

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

Section 11.4 Notices

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

a) When sent by the Borough to the Entity:

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

with a copy to:

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

b) When sent by the Entity to the Borough:

Borough of Oceanport
 313 East Main Street
 Oceanport, New Jersey 07757
 Attn: Borough Clerk

with a copy to:

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

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

Section 11.5 Severability

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

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

Section 11.6 Good Faith

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

Section 11.7 Certification

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

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

Section 11.8 Estoppel Certificate

Within thirty (30) days following written request therefore by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the Borough shall issue a signed estoppel certificate in reasonable form stating that (i) this Financial Agreement is in full force and effect, (ii) to the best of the Borough's knowledge, no Default has occurred under this Agreement (nor any event which, with the passage of time and/or the giving of notice would result in the occurrence of a Default) or stating the nature of any Default, and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a Default, it shall also state the manner in which such Default may be cured.

Section 11.9 Counterparts

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

[Signature Page Follows]

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

Attest:

BOROUGH OF OCEANPORT

Borough Clerk

By: _____
Name: John F. Coffey, II
Title: Mayor

SEAL

Dated: _____

**KKF UNIVERSITY ENTERPRISES URBAN
RENEWAL, LLC**

Dated: _____

By: _____
Name:
Title:

STATE OF)
)
 COUNTY OF) SS.:

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

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

STATE OF)
)
 COUNTY OF) SS.:

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

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

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

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

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

EXHIBIT A – PROPERTY DESCRIPTION

LANGAN**EXHIBIT "A"**

Technical Excellence
 Practical Experience
 Client Responsiveness

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

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

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

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

300 Kimball Drive Parsippany, NJ 07054 T: 973.560.4900 F: 973.560.4901 www.langan.com
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15

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

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

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

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

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

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

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

LANGAN

16

EXHIBIT B – FISCAL PLAN AND ESTIMATED RENTAL SCHEDULE

EXHIBIT 13

PROJECT PRO FORMA

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

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

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

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

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

Squire's Hall
Development Cost Summary

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

Squire's Hall Fixed Rent Calculation

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

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

Years 1-5

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

Years 6+

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

Squire's Hall Rent
Pro forma Rent

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

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

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

© Payment is based on 4% of revenues

EXHIBIT 14

PROJECT FINANCING PLAN

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

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

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

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

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

EXHIBIT 15

PRIVATE FINANCING COMMITMENTS

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

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

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

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

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED TO COUNT
BASIE CENTER FOR THE ARTS FOR AN OUTDOOR DRIVE-IN LIVE
CONCERT BY "ALMOST QUEEN" AT MONMOUTH PARK RACETRACK TO
BE HELD JULY 29, 2020 WITHIN THE BOROUGH OF OCEANPORT**

Resolution

WHEREAS, the Count Basie Center for the Arts made application for a Special Events Permit to hold an outdoor, drive-in, live concert by "Almost Queen" at Monmouth Park Racetrack that will impact portions of Borough roadways; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to Count Basie Center of the Arts for the July 29, 2020 Outdoor Drive-In Live Concert by Almost Queen in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

BOROUGH OF OCEANPORT

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

Michael Fagliarone
Lieutenant



POLICE DEPARTMENT

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

732.222.6300
Main

732.222.6301 ext 1015
Records

732.222.0945
Fax

To: Mayor Jay Coffey, Borough Administrator Donna Phelps, and Borough Clerk Jeanne Smith,
Councilman Brian Keeshen

CC: Capt. Michael Chenoweth, Lt. Michael Fagliarone, OEM Director Buzz Baldanza, First Aid Capt Fred
Fillipone, Fire Chief Mike Lippolis.

From: Chief Michael P. Kelly, Oceanport Police Department

Date: June 30, 2020

Re: **Special Permit Application-Almost Queen: Drive in Live-Monmouth Park-July 29th**
Special Event Application-LLiza Shlesinger-Drive Up comedy Show-Monmouth Park-July 30th

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the Almost Queen drive-up concert and the LLiza Shlesinger drive-up comedy show to be held on Wednesday, July 29th 5pm to 10pm and Thursday, July 30th 5pm to 9pm in the outer grandstand parking area off of Oceanport Ave on the Monmouth Park Racetrack property. The organizer is the County Basie Center for the Arts in Red Bank. An initial meeting was held at Monmouth Park on Tuesday June 23rd with representatives from the propter of the event, security, Monmouth Park representative and the Oceanport Police.

The event details are as follows:

Social distancing measures will operate in accordance with New Jersey guidelines:

- Vehicles will be spaced approximately 9' apart. Windows may remain open at this distance.
- Cars will park in a staggered fashion to achieve spacing and best visibility.
- Patrons must remain inside their vehicle cabins.
- Patrons may only leave their vehicles only to use restrooms and will be required to wear masks and maintain social distancing.

• Portable, single-stall restrooms will be cleaned between patrons.

Additional information for these first-of-a-kind concert experiences:

- Passenger vehicles only. No motorcycles, buses, party buses, limousines, bicycles, or foot traffic allowed.

ADA accessible vehicles will be permitted.

- All tickets are general admission and spots cannot be reserved.
- Events are rain or shine.
- Concert will take place in the Grandstand General Parking Lot. Cars must enter via Port-au-Peck Avenue. Specific directions below.

- Concessions information forthcoming. Alcohol will not be served.
- Absolutely no tailgating or out-of-vehicle gatherings.
- Attendees will be able to hear the concerts via FM radio. Details day of show.
- Cars with more than four occupants will be turned away without refund.
- Vehicles are subject to search upon entry.

- No pets allowed.

The propter will be utilizing the services of County Club Parking Services that has been utilized for the NJ Marathon each year.

Safety and Security discussions:

- Police officers utilized for traffic and security
- The propter will be utilizing a private security firm.
- Closure of Oceanport Ave between Port Au Peck and Crescent Place
- Detour and inbound as well as outbound traffic plans for flow of traffic into and out of the event.
- Questions and discussions on enforcement of occupancy of each vehicle, alcohol in vehicles, searches of vehicles
- Questions and discussion on how to handle those walking up to the event or watching listen from the perimeter.
- Impacts on surround roadways traffic, noise concerns.
- Possibility of protesters arriving in light of current social environment.
- Discussion on the anti-idling laws and how the events logistic may play into this situation.
- Staging of services, First Aid, Fire, Tow trucks on site. Advised propter that I would forward contact of First Aid and Fire to them to plan on staging.

Based on the information gathered, the past discussion with the promoters and the Oceanport Governing Body as well as the future planning and implementation of an efficient and effective safety and security plan for the events, I am recommending that the Mayor and Council approve the Special Permit application.

We also discussed the cancellation and indemnification clause regarding the right for the Borough to cancel subsequent events based on issues and problems encountered from a prior event.

A second planning meeting is scheduled for July 6th and I will forward a planning adjustments and changes to the Governing Body as they are finalized. We will make the necessary changes to the traffic and security plan for the event. Notifications of the event, road closures, and detours will be made to the residents and motoring public. These advisories and notifications will be made weeks prior to, and up to the event, through social media, the Borough web page, news outlets, and sign boards.

I will notify your office of any changes concerning the location of the finish area and any other matters concerning the event.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED TO COUNT
BASIE CENTER FOR THE ARTS FOR AN OUTDOOR DRIVE-IN LIVE
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BOROUGH OF OCEANPORT

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Chief of Police

Michael S. Chenoweth
Captain

Michael Fagliarone
Lieutenant



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I will notify your office of any changes concerning the location of the finish area and any other matters concerning the event.



Mayor & Council

SCHEDULED

DISCUSSION ITEM (ID # 1755)

Meeting: 07/16/20 07:00 PM
Department: Administration
Category: Development
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 1755

9.7

Fort Monmouth Plan Amendment #15



July 3, 2020

Honorable John F. Coffey
Borough of Oceanport
Oceanport Municipal Building
315 E. Main Street
Oceanport, NJ 07757

Re: Plan Amendment #15 Permitting Alternative Development Scenario in Oceanport

Dear Mayor Coffey:

Attached for the Oceanport governing body's review and comment is the Draft Proposed Plan Amendment #14 permitting alternative development scenario in Oceanport to the Fort Monmouth Reuse and Redevelopment Plan. It is being delivered to you, for the Oceanport governing body, in one (1) regular mail hard copy and (1) email copy for internal distribution to the members of the Oceanport governing body and its professionals. The law requires and allows a 45-day review period for each Borough to receive and prepare comments to FMERA, related to any amendment to the Reuse Plan.

Pursuant to N.J.S.A. 52:27I-35, this transmittal of the Draft Proposed Plan Amendment #14 permitting alternative development scenario in Oceanport to the Fort Monmouth Reuse and Redevelopment Plan by the Authority to the Oceanport governing body constitutes the start of the mandatory 45-day review period on July 3, 2020. Pursuant to N.J.S.A. 52:27I-35, a report from the Oceanport governing body containing its comments concerning the proposed plan amendment is due back to the Authority no later than 4:00p.m. on Monday, August 17, 2020. Please email your comments to Regina McGrade at rmcgrade@njeda.com or via regular mail at P.O. Box 267, Oceanport, N.J. 07757.

Sincerely,

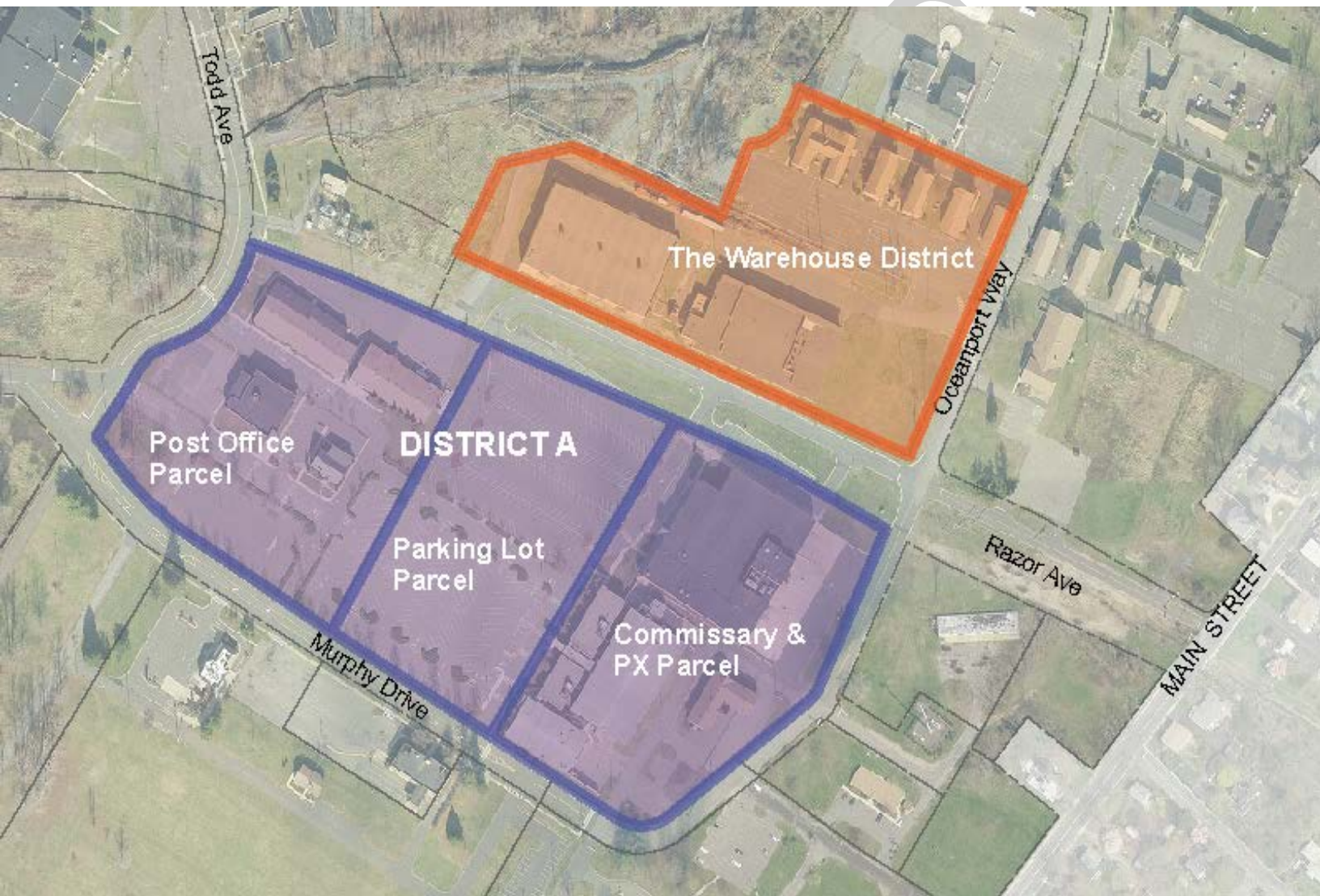
Bruce Steadman

Bruce Steadman
Executive Director



Fort Monmouth Reuse and Redevelopment Plan

June 2020



Fort Monmouth Economic Revitalization Authority

Amendment #15 to the
Fort Monmouth Reuse and Redevelopment Plan

Prepared by:

Upendra Sapkota, PP, AICP, LEED AP
New Jersey Professional License #8200
Senior Officer- Planning and Development
The Fort Monmouth Economic Revitalization Authority

Fort Monmouth Reuse and Redevelopment Plan, adopted: October 2008

Amendments to the Fort Monmouth Reuse and Redevelopment Plan

- Amendment #1:** Parcel E in Tinton Falls, adopted May 2012
- Amendment #2:** Patterson Clinic in Oceanport, adopted December 2012
- Amendment #3:** Several parcels in Tinton Falls, adopted November 2015
- Amendment #4:** Russel Hall and Dance Hall in Oceanport, adopted January 2016
- Amendment #5:** Pistol Range in Tinton Falls, adopted May 2016
- Amendment #6:** Two parcels in Oceanport, adopted July 2016
- Amendment #7:** Fitness Center in Oceanport, adopted August 2016
- Amendment #9:** Eatontown Barracks and DPW in Eatontown, adopted December 2017
- Amendment #10:** Suneagles Golf Course in Eatontown, adopted May 2018
- Amendment #11:** Allison Hall in Oceanport, adopted December 2018
- Amendment #12:** Myer Center in Tinton Falls, adopted January 2019
- Amendment #13:** Squier Hall in Oceanport, adopted April 2019
- Amendment #14:** Lodging Area in Oceanport, adopted May 2019

ACKNOWLEDGEMENTS

Fort Monmouth Economic Revitalization Authority (FMERA) Board

Robert W. Lucky – Interim Chairman & Public Member, Fort Monmouth Economic Revitalization Authority
Lillian Burry – Monmouth County Board of Chosen Freeholders
Jay Coffey – Mayor of Oceanport
Anthony Talerico – Mayor of Eatontown
Vito Perillo – Mayor of Tinton Falls
Kevin A. Quinn – NJEDA Board Chairman
Brian Wilton – Governor's Representative
Catherine McCabe – Commissioner Director, Site Remediation Program, NJ Department of Environmental Protection
Diane Gutierrez Scaccetti – Commissioner, NJ Department of Transportation
Robert Asaro-Angelo – Commissioner, Central Regional Chief, NJ Department of Labor & Workforce Development
Sheila Oliver – Commissioner, New Jersey Department of Community Affairs

Planning Consultant

Elizabeth Leheny, AICP, PP/ Principal
Phillips Preiss Grygiel Leheny Hughes LLC

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I. Introduction

The Fort Monmouth Reuse and Redevelopment Plan (“the Reuse Plan”) was adopted by the Fort Monmouth Economic Revitalization Planning Authority (“FMERPA”) Board on October 15, 2008. Subsequently, the Reuse Plan has been amended 14 times since its first adoption to address the changing development climate.

To further support redevelopment opportunities and economic vitality within the Fort area, pursuant to P.L.2010, c. 10 (N.J.S.A. 52:27I-18 et. seq.), the Fort Monmouth Economic Revitalization Authority (“FMERA”) is considering amending the Reuse Plan to revise development standards (bulk standards) and provide the option for an alternative development scenario on the following parcels that are located in the former Fort Monmouth property in the Borough of Oceanport, New Jersey (“Oceanport Reuse Area”) as shown on Appendix A.

This amendment does not purport to delete any provisions of the Reuse Plan but rather supplements the Plan by proposing alternative development scenarios for the parcels in the Fort area as shown on Appendix B. Under N.J.A.C. 19:31C-3.19(a)(1), principal land uses permitted in the *Reuse Plan* are specifically permitted under the Land Use Rules. Thus, this amendment is incorporated into the Land Use Rules for the Reuse Area in a manner similar to an “overlay zone,” whereby an alternative set of requirements are superimposed on the area allowing for alternative land use scenarios to be realized. With regard to the alternative land use scenario, the overlay zoning provides alternative opportunities for development that do not apply unless the land is developed in accordance with the purposes for which the overlay zoning is adopted.

This amendment, referred to as “Amendment #15,” is consistent with the planning objectives and principles articulated in the Reuse Plan and is necessary to fulfill the Authority’s main objectives, specifically job creation, economic development, and leveraging existing Fort assets.

This is the eighth amendment to the *Reuse Plan* for the Oceanport Reuse Area. Amendment #2 permitted the reuse of the Patterson Army Health Clinic as a medical clinic. Amendment #4 allowed for office/research uses in Russel Hall (Building 286) and permitted the Dance Hall (Building 552) to be reused for commercial/retail uses including outdoor dining accessory uses and provided for the maintenance of Van Kirk Park as open space. Amendment #6 allowed for a 13-acre parcel in the southern section of the Oceanport Reuse Area to be reused by the Borough of Oceanport and a 3-acre parcel to be developed as a County emergency homeless shelter; the *Reuse Plan* contemplated these government/civic/institutional uses of the Oceanport Reuse Area, but in other locations. In particular, the *Reuse Plan* called for a 15,000 square foot emergency shelter to be located on the Squier Hall parcel in Building 288. Amendment #6 moved that use to the new 3-acre site and designated Building 288 to be used for office and/or open space. Amendment #7 allowed for Building 114 (the Fitness Center) to be reused as a privately- operated commercial recreation facility, and Amendment #11 allowed for a variety of commercial and office uses on the Allison Hall parcel and transfers the residential units proposed on Allison Hall parcel to the Lodging parcel and permits the boutique hotel to be built on the Allison Hall site. Amendment #13 to the *Reuse Plan* contemplates the reuse of the Building 283 (Squier Hall) for higher education classrooms and ancillary uses, permits the demolition of Buildings 291 and 295 and allows for

institutions of higher education and all ancillary uses, which include, but are not limited to, classrooms, labs, libraries, residence halls, parking garages, arts centers, athletic facilities, both buildings and fields, cafeterias, bookstores, and similar uses that are typical to a college campus. Reuse Plan Amendment #14 (the "Amendment") to the Reuse Plan permits an alternative development scenario on the subject property known as the "Lodging Area Parcel". The Amendment permits demolition of Buildings 360, 361, 362, 363, 364, and 365 and reuse of Buildings 270 and 271 for affordable housing. Additionally, the Amendment permits the construction of 144 market-rate townhomes and development of at least a ± 50 -foot-wide waterfront esplanade along Parkers Creek including a 12-foot wide walkway designed in a complimentary coordinated style to the adjacent Allison Hall riverfront promenade.

The Fort Monmouth *Reuse and Redevelopment Plan* involved years of careful consideration and study as well as an extensive effort to draw input from residents, the three host municipalities and the County, State and Federal government. As such, this amendment does not change the underlying Plan vision for the Oceanport Reuse Area. Instead, it provides land use options that afford FMERA with the necessary flexibility to respond to changed circumstances in a manner that does not compromise the overall *Reuse Plan* goals and objectives.

The following chapter describes the nature and scope of the amendment, while succeeding chapters discuss its relationship to the elements, objectives and planning principles of the *Reuse Plan*, as well as to FMERA's own directive, and to relevant State, County and Municipal planning objectives.

II. Goals and Objectives

The primary goal of this Amendment is to further sustainable economic development of the Fort Monmouth area by encouraging a mix of futuristic uses with greater economic viability. The amendment also aims to promote sustainable and resilient development strategies. Some of the key plan goals and policy objectives are outlined below:

- a. Encourage reinvestment and redevelopments within the Fort Monmouth area.
- b. Encourage and promote a well-planned mixed-use environment with commercial, research and development (R & D) cluster and office uses consistent with the *Reuse Plan* to build a competitive advantage in the Fort Area.
- c. Promote the creation of vibrant retail, commercial and office spaces and create job opportunities for local residents.
- d. Address some of the limitations of FMERA's current land use rules and development standards and revise those standards to provide desired flexibility for current & future redevelopment projects.
- e. Enhance economic viability and livability of the area through improved pedestrian connectivity and walkability.

III. Scope of the *Reuse Plan* Amendment

The Fort Monmouth properties in Oceanport Reuse Area total approximately 419 acres and are bounded generally by New Jersey Transit's North Jersey Coast Line, Main Street and Oceanport Creek to the south, Parkers Creek to the north, and the former Fort properties in Eatontown to the west. The *Reuse Plan* envisions redevelopment of Oceanport Reuse area for approximately 1.75 million square feet of non-residential space and 720 residential units. Such development would include a high-tech/green industry cluster, education/medical campus, a neighborhood center, a boutique hotel and spa, and expansive green space including the historic Parade Ground.

This amendment maintains the development concepts and plans articulated in the *Reuse Plan* but further permits alternative development scenarios on the Warehouse District Parcel and District A (a merger of the Commissary and PX Complex, Parking Lot and the Post Office Area) parcels located in the Oceanport Reuse Area as shown in Appendix A. The details of the amendment to the land use plan and alternative development scenario contemplated in this amendment are provided below.

a. Amendment to Land Use Plan

The "Land Use Plan" is a figure in the *Reuse and Redevelopment Plan* which divides the Fort into the following broad land use categories: low density/residential; medium density residential; mixed/multi use; commercial/retail; lodging; office/R&D; Institutional; and Open Space. As shown in Appendix B, this amendment modifies that Land Use Plan with regard to the Warehouse District and District A.

Please note that throughout the former Fort Monmouth, the land use categories provided in the Land Use Plan shall be expanded and refined to include the uses listed in N.J.A.C. 19:31c-3.4 of the Land Use Rules, as well as those uses described below.

1. Commercial/Retail

- a. "Craft Production" as defined in Amendment #4, i.e., shall mean "a commercial use that involves the production of arts, crafts, foods, beverages or other product with on-site production and assembly of goods primarily involving the use of hand tools and/or small-scale equipment. Craft production establishments are compatible and are often co-located with retail sales and service uses. This use category includes but is not limited to coffee roasting and alcoholic beverage production. Establishments engaged in the craft production of alcoholic beverages including craft wineries, craft breweries, and craft distilleries shall be limited to no more than 10,000 gallons of product per year for brewpubs; 20,000 gallons for craft distilleries; and 300,000 gallons for microbreweries." The definition is further expanded in this amendment to specify that commercial establishments such as breweries, distilleries, and wineries shall be licensed by the Alcoholic Beverage Commission pursuant to N.J.S.A 33:1-10.
- b. "Instructional Schools and Studios" which shall mean "an establishment containing recreational facilities, such as dance schools, martial arts, yoga studios, Pilates, karate and dance studios, or similar group uses involving group instruction. This use may include accessory saunas, showers, massage rooms and lockers, snack bars providing non-alcoholic drinks and pre-packaged snacks not prepared on the premises, and sports equipment and clothing shops customarily accessory to the principal use."

2. Office/Research and Development

- a. "Food Service-Related Establishments" which shall mean "a building or establishment used for preparing, manufacturing, processing, bottling, packaging, assembly of food goods, and storage and distribution of food-related goods and products. Food Service-Related Establishment may also contain the following uses accessory to the principal use: ghost kitchen, shared kitchen, kitchen incubator, restaurant, cafe, event space and catering kitchen."
- b. "Food Service- Research & Development" which shall mean "a building or establishment used for food educational & research facilities, culinary school, demonstration kitchens, media kitchens, food membership, food testing, rooftop and interior growing of food products, nutritional health facilities and storage, and distribution of food-related goods and products. Uses may include cafeteria and other ancillary uses related to Research and Development."
- c. "Flex Space" shall mean "a building, or part of a building, used for research, office, and light industrial/fabrication/assembly uses (as defined in Amendment #3)¹ that is suitable or capable of

¹ In the Amendment #3, Light Industrial/Fabrication/Assembly is defined as follows: A land use where the primary activity involved is one of the fabrication, maintenance, alteration, repairing, finishing, or assembling of standardized parts as contrasted to a processing activity which would involve a physical or chemical process that could change the nature or character of the product of raw material or which would cause or result in toxic or objectionable or corrosive fumes, vapors, odors, effluent, gas, smoke, dust, glare, flashes or excessive noise or vibration. Any and all manufacturing, fabrication, maintenance, alteration, repairing, finishing, or assembling shall be carried on within and confined to an enclosed structure or structures. Light Assembly is also permitted which refers to the process of assembling pre-manufactured materials or components with minimal use of chemical and/or mechanical processes. In addition to the fabrication and assembly of goods, light industrial uses may include, but are not limited to, warehousing; distribution; research and development facilities as defined in the Land Use Rules; and contractor services (contractor services shall mean a business which provides a service which is primarily performed off-site. Few customers visit the site. Common examples of contractor services include plumbing, heating, electrical, and air conditioning service, exterminator service, lawn and garden service, and construction services.). Light industrial uses also permit incidental offices and limited retail sales. The regulations in the Land Use Rules for Building Setbacks and Building Height for office/R&D uses shall apply to light industrial/fabrication/assembly uses.

being changed to accommodate a variety of uses and designed to be used on a short- or long-term basis.

3. Prohibited Uses Applicable to This Amendment Only

- a. For this amendment only the term "Medical Office" shall not include inpatient services.

b. Bulk Regulations

1. The Warehouse District

The Warehouse District parcel consists of an approximately 8-acre site containing seven buildings: two circa 1954 warehouses, Building 975 (36,000 sf) and Building 976 (26,880 sf); Building 909, a circa 1942, 5,269 sf administrative building; and Buildings 910, 911, 912 & 913, four circa 1943 administrative buildings, each totaling 4,720. The parcel borders on Rasor Avenue and Murphy Drive AKA Oceanport Way in the Oceanport Reuse Area of the Fort.

The *Reuse Plan* as well as the Reuse Plan Amendment #2 contemplate the demolition of all seven buildings on the Warehouse District and the construction of new housing. As the residential housing has been targeted in other areas, the proposed amendment would permit the following on the Warehouse District:

- a. Permitted Principal Use
 1. Flex Space
 2. Medical Office
 3. Office
- b. Research & Development
Permitted Accessory Use
 1. Interior storage or small warehouse space may also be accessory to the principal use of the building but under no circumstance shall be greater than 35% of total built space or 25,000 sq. ft, whichever is less.
- c. Floor Area Ratio (FAR): The permitted Floor Area Ratio shall not exceed 0.3.
- d. Building Height: The standard set forth in the FMERA Land Use Rules N.J.A.C. 19:31C-3.5(c) shall apply to this proposed amendment.²
- e. Street Facing Building Setback: The standard set forth in the FMERA Land Use Rules N.J.A.C. 19:31C-3.14(d) shall apply to this proposed amendment.
- f. Maximum Impervious Lot Coverage: The permitted Maximum Impervious Lot Coverage shall not exceed 70%.
- g. Side lot line setbacks: The standard set forth in the FMERA Land Use Rules N.J.A.C. 19:31C-3.5(h) shall apply to this proposed amendment.
- h. Rear Yard Set Back: The standard set forth in the FMERA Land Use Rules N.J.A.C. 19:31C-3.5(h) shall apply to this proposed amendment.

² For the avoidance of doubt, pursuant to N.J.A.C. 19:31C-3.5(c)(3) rooftop appurtenances, such as parapets and other design features, may exceed the permitted building height by up to 15 percent above the permitted building height set forth herein.

1.1 Additional Requirements

The following additional requirements will be applicable to the Warehouse District

- a. Street intersections shall be located at least 150 feet from other new or existing intersections.
- b. Up to three (3) entrances from Murphy Drive AKA Oceanport Way to the Subject Parcel are permitted, subject to approvals by the County and municipality.
- c. Driveways or curb cuts shall be up to 40 feet in width, subject to approvals by the County and municipality. FMERA Land Use Rules 19:31C-3.9 (c) shall be applicable for all other requirements driveways or curb cuts.
- d. The site is not required to propose any lighting along Murphy Drive AKA Oceanport Way.
- e. No setback from the adjacent property line or public right of way is required for existing Northern Private road and the relocated Anson Avenue.

2. District A

The amendment will create an alternative development scenario applicable to the - District A as shown in Appendix A. The District A consists of the Post Office Area, the Commissary & PX, and Parking Lot parcels.

2.1 The Post Office Area

The Post Office Area parcel totals an approximately six (6) acres of land containing four (4) buildings: the 7,641± sf former Post Office (Building 1005), constructed in 1971; Tickets & Tours (Building 1010), a 2,600± sf building constructed in 1970; Building 800, a circa 1942 14,964± sf administration and classroom building renovated by the Army; and Building 801, the 9,267± sf recreation equipment checkout facility built in 1941. The Post Office Area parcel borders on Todd, Alexander and Rasor (aka Anson) Avenues in the Oceanport Reuse Area of the Fort. The *Reuse Plan* as well as the Reuse Plan Amendment #2 contemplate the demolition of all four buildings on the Post Office Area parcel and the construction of a new public elementary school within the parcel. As the Borough has identified an alternate resolution for a new public elementary school, the proposed amendment would not include school as a permitted use.

2.2 The Commissary, PX Complex & Parking Lot

The Commissary, PX complex and the Parking Lot parcels totals approximately eleven (11) acres. The Commissary and PX Complex includes the 25,626 sf. Post Exchange (Buildings 1000, 1001, 1002 & 1003), the 53,700-sf. former grocery (Building 1007) and the 5,563 sf. Army Community Service Center (Building 812). The Commissary and PX Complex, is approximately 6.385 acres in area. The Parking Lot consists of an approximately 4.90-acre paved lot. The Property borders on Rasor Avenue and Murphy Drive AKA Oceanport Way in the Oceanport Reuse Area of the Fort.

The *Reuse Plan* as well as the Reuse Plan Amendment #2 contemplate the renovation and reuse of The Commissary as a retail and/or community center and the demolition of the PX-Complex.

2.3 Permitted Uses in District A

The following uses are permitted in District A.

Permitted Principal Uses

1. Food Service - Research & Development (R&D)
 2. Flex Space
 3. Office
 4. Research & Development
 5. Instructional Schools and Studios
- a. Permitted Accessory Use
 - a. Interior storage or small warehouse space may also be accessory to the principal use of the building but under no circumstance shall be greater than 25% of total built space or 10,000 sq. ft, whichever is less.
 - b. Permitted Uses for Commissary Building

The Commissary Building must be adaptively reused. The following uses are permitted for the adaptive reuse of the Commissary Building.

1. Craft Production facility
2. Food Service - Related Establishments
3. Food Service - Research & Development

2.4 Bulk Regulations Applicable to District A

The following bulk requirements will be applicable to District A.

- a. Floor Area Ratio (FAR): The permitted Floor Area Ratio shall not exceed 0.3.
- b. Building Height: The standard set forth in the FMERA Land Use Rules N.J.A.C. 19:31C-3.5(c) shall apply to this proposed amendment.³
- c. Street Facing Building Setback: The standard set forth in the FMERA Land Use Rules N.J.A.C. 19:31C-3.14(d) shall apply to this proposed amendment.
- c. Maximum Impervious Lot Coverage: The permitted Maximum Impervious Lot Coverage shall not exceed 75%.
- d. Side lot line setbacks: The standard set forth in the FMERA Land Use Rules N.J.A.C. 19:31C-3.5(h) shall apply to this proposed amendment.
- e. Rear Yard Set Back: The standard set forth in the FMERA Land Use Rules N.J.A.C. 19:31C-3.5(h) shall apply to this proposed amendment.

³ For the avoidance of doubt, pursuant to N.J.A.C. 19:31C-3.5(c)(3) rooftop appurtenances, such as parapets and other design features, may exceed the permitted building height by up to 15 percent above the permitted building height set forth herein.

2.5 Additional Requirements Applicable to District A

The following additional requirements will be applicable to District A.

- a. The Property shall provide screening for the existing loading area to comply with 3.7(c)1. Notwithstanding the height requirement in 3.10(g)1, a 6-8' wall shall be permitted in the Commissary loading area. This wall shall comply with all sight triangle requirements.
- b. Notwithstanding the loading requirement in 19:31C-3.7(c)2, existing loading area on Murphy Drive AKA Oceanport Way is permitted for the Commissary Building.
- c. The development on the site is not required to propose any lighting along Alexander Ave, Todd Ave and Murphy Drive AKA Oceanport Way.
- d. Up to four (4) entry driveway from adjacent roadways to the Subject Parcel are permitted, subject to approvals by the County and municipality.
- e. Driveways or curb cuts shall be up to 40 feet in width, subject to approvals by the County and municipality. FMERA Land Use Rules 19:31C-3.9 (c) shall be applicable for all other requirements driveways or curb cuts.

3. Parking and Loading Requirements:

The following shall apply to both Warehouse District and District A with regard to Parking and Loading.

- a. Parking:

Each use permitted shall provide the minimum number of automobile parking spaces indicated in the table below.

Land Use	Minimum Space Required
Flex Space	One space per 800 square feet of GFA
Food Service-Related Establishments	Four spaces per 1,000 square feet of GFA
Research & Development/Food Service - Research & Development	Four spaces per 1,000 square feet of GFA
Instructional Schools and Studios	Four spaces per 1,000 square feet of GFA

- b. Shared Parking: Shared parking requirements are indicated in the table below. Shared parking calculation shall be done as per FMERA Land Use Rules 19:31C-3.7 (b) (1-4)

Weekday Rates	Flex Space	Food Service Related Establishments	Research & Development/Food Service – Research & Development	Instructional Schools and Studios
Daytime (8 AM-6PM)	90%	100%	100%	100%
Evening (6PM-Midnight)	80%	80%	50%	40%
Nighttime (Midnight-8 AM)	5%	5%	5%	5%

Weekend Rates	Flex Space	Food Service Related Establishments	Research & Development/Food Service – Research & Development	Instructional Schools and Studios
Daytime (8 AM-6PM)	80%	50%	40%	100%
Evening (6PM-Midnight)	50%	5%	5%	10%
Nighttime (Midnight-8 AM)	5%	5%	5%	5%

1. The parking ratio set forth in the FMERA Land Use Rules 19:31C-3.7(a) shall apply for Office use, including Medical Office.
2. The shared parking requirements set forth in the FMERA Land Use Rules 19:31C-3.7(b) shall apply for Office use, including Medical Office.

c. Loading:

1. The following loading space requirement shall be applicable to both Warehouse District and District A.

Land Use	Minimum Space Required
Flex Space	One space per first 10,000 sq. ft. and One space per 40,000 thereafter.
Food Service-Related Establishments	One space per first 15,000 sq. ft. and One space per 40,000 thereafter.
Research & Development (R&D) Food Service - Research & Development	One space per first 15,000 sq. ft. and One space per 40,000 thereafter.
Instructional Schools and Studios	One space per first 20,000 sq. ft. and One space per 40,000 thereafter.

2. No loading space is required for Office Use as defined under N.J.A.C. 19:31C -3.2(b).
3. All other requirements related to loading as set forth in FMERA Land Use Rules 19:31C-3.7 (c) (1-3) shall be applicable for the loading.

4. **Signage:**

The following requirement shall be applicable to both Warehouse District and District A.

a. **Ground Signs:**

1. Maximum two ground signs are permitted in each district. The maximum sign area shall be 80 square feet. The maximum sign height shall be ten feet above grade.
2. FMERA Land Use Rules 19:31C-3.9 (d) shall be applicable for all other requirements related ground signs.

b. **Wall Signs:**

1. For buildings containing more than one tenant, the provisions set forth in FMERA Land Use Rules 19:31C-3.9 (d) shall apply to the exterior surface of each tenant space or leased portion of the building.

V. Relationship to Elements, Objectives and Principles of the *Reuse Plan* and FMERA Directive

a. Relationship to Reuse and Redevelopment Plan and its Elements

In considering the impacts of the Reuse Plan amendment, the following *Reuse Plan* elements were considered: land use and circulation, infrastructure, environmental issues, historic preservation, and community impacts. The relationship between the amendment and these Plan elements are described below.

1. Land Use and Circulation

Total Non-Residential Square Footage Yield

The Warehouse District and District A:

The Reuse Plan envisions redevelopment of the Warehouse District and District A for education, medical campus, residential and commissary uses.

For the Warehouse District, the Reuse Plan as well as the Reuse Plan Amendment #2 calls for the demolition of all seven buildings on the Warehouse District and the construction of new housing in its place. As the residential housing has been targeted in other areas, the proposed amendment would permit non-residential uses related to office, research and development and flex space. The proposed uses for the Warehouse District will complement the surrounding proposed uses for District A in terms of R & D cluster development. The maximum permitted FAR for the district is 0.3 which allows low-density non-residential development with required parking spaces. The Amendment would permit up to +/- 98,000 sq. ft. of new development on the Warehouse District to house office, medical offices, research and development and flex space.

For the purposes of the Redevelopment of the Post Office Area, Commissary and PX Complex and the Parking Lot, the parcels shall be merged for one section of the Redevelopment Project. District A shall include the reuse of the Commissary building and the demolition of all the remaining buildings in District A. For the Commissary building, the *Reuse Plan* contemplated approximately 53,700 sq. ft. of uses related to commissary and retail. The proposed Amendment would permit the adaptive reuse of the commissary building into a +/- 53,700 sq. ft. of commercial and retail uses related to food service establishments, research & development and craft production. The Commissary is to be redeveloped as an enrichment center incorporating a provision for food services, a culinary school, crafts production, arts adaptation (including music and art facilities for enrichment learning for all ages) as well as the display of art. The complex may also potentially include retail, office, entertainment, research and development. The Commissary and PX Complex may also include flex-space/warehouse space provided that such flex-

space/warehouse space is: (i) in support of another principal use such as office or research and development; and (ii) not the primary use of any building on the Commissary and PX Complex. The *Reuse Plan* and Amendment #2 did anticipate that once the excess buildings were demolished, a new public elementary school would be constructed within the parcel. As the Borough has identified an alternate resolution for a new public elementary school, District A shall also allow up to 140,000 sq ft of commercial space uses of commercial uses related to food service establishments, research & development, flex space, office, and instructional schools and studios.

The *Reuse Plan* calls for the demolition of the PX complex and development of residential uses. As the residential housing has been targeted in other areas, the proposed amendment permits non-residential uses related to research and development and flex space to be incorporated into District A.

For the Parking Lot area, the *Reuse Plan* contemplates the development of parking for Commissary uses. The proposed amendment permits the Parking Lot to be merged into District A's 140,00 sq ft. of commercial space uses related to research and development, office and flex space, and instructional schools and studios as discussed in the previous section. The maximum permitted FAR for District A (the entire Post Office Area, Commissary & PX-Complex and Parking Lot area) will be 0.27 which will allow the development of adequate parking spaces for the various uses.

Total Residential Development Yield

The amendment does not propose any changes relative to the residential uses, the residential units on the Oceanport Reuse Area will remain 720 units as was contemplated in the *Reuse Plan* and subsequent amendments to the Oceanport Reuse Area.

Compatibility with Surrounding Land Uses

The uses contemplated in this amendment are compatible with the surrounding land uses anticipated in the *Reuse Plan* and subsequent amendments.

The amendment permits diverse tech-oriented uses for the Warehouse and District A areas and these uses are consistent with the goal and uses contemplated of the *Reuse Plan*. As this tech-center clustered development will complement the surrounding land uses.

Circulation

As there will be no school in District and residential in the Warehouse District as contemplated by the *Reuse Plan*, there will be slight change to the interior road network as contemplated by the *Reuse Plan*. However, the amendment does not propose any changes to Rasor Avenue and Murphy Drive AKA Oceanport Way and is consistent with the "Transportation Circulation Improvement Goals" established in the *Reuse Plan*. As such, the amendment would not adversely impact any of the "Transportation Circulation Improvement Goals" established in the *Reuse Plan*.

2. Open Space

The amendment does not impact any active recreation or open space contemplated in the *Reuse Plan*. Furthermore, this amendment aims to encourage the concept of placemaking and the development of

public space, plaza, and walkways within the redevelopment area which is consistent with the *Reuse Plan*.

3. Sustainability

This amendment would not preclude incorporation of any of the sustainability measures outlined in the *Reuse Plan*. Specifically, the reuse of Commissary Building would further the *Reuse Plan*'s green building sustainability goal to maximize the adaptive reuse of existing buildings and infrastructure.

4. Infrastructure

As indicated in the *Reuse Plan*, impacts on the existing gas, electric, water, wastewater and telephone utilities servicing Fort Monmouth will have to be evaluated at site plan review for a specific project. This assessment is unaffected by the amendment.

5. Traffic

Though the amendment permits up to +/- 268,700 sq. ft. commercial and R&D related uses in the Warehouse District A area, the maximum permitted FAR is 0.3 which is not significantly high for the non-residential uses contemplated in the *Reuse Plan*. Therefore, the proposed uses and the total increase of square footage as a result of the proposed amendment, will not generate significant additional traffic than what has been anticipated in the *Reuse Plan*. The existing road network system as contemplated in the *Reuse Plan* is expected to accommodate any additional traffic generated from the commercial and R & D uses. A detailed traffic analysis would be prepared as part of any site plan review related to the reuse and/or development of this parcel. Any necessary traffic mitigation would be addressed at that time.

6. Environmental Issues

The portions of this parcel anticipated to be developed by this amendment are not environmentally constrained per Geographic Information System (GIS) layers provided by the New Jersey Department of Environment Protection (NJDEP). Any environmentally constrained areas within the land area associated with this amendment would be preserved and protected accordingly.

7. Historic Preservation

None of the buildings affected by the proposed amendment are listed in State and National Registers of Historic Places. Likewise, none of the buildings or parcels included in the amendment are subject to FMERA's Historic Preservation Guidelines.

8. Community Impacts and Affordable Housing

As noted in the *Reuse Plan*, the host communities, including Oceanport, rely on taxation for the largest portion of their municipal revenues. The Fort's closure, and the resulting loss of the Fort's workforce is expected to result in a larger share of the tax burden falling to residential property owners. The potential offered by this amendment to increase non-residential tax revenues would lessen the burden on local residents.

The commercial/R&D uses contemplated for the Warehouse and District A areas in this amendment typically generate more positive fiscal impacts for a municipality, i.e., generate more tax revenues, than do other land uses, including residential development. Additional non-residential square footage on these areas is expected to have a positive fiscal impact on the tax base of Oceanport. The commercial/retail uses would not generate an increase in the number of school children. Thus, there would be no negative impact on the construction of affordable housing as delineated in the *Reuse Plan*.

b. Relationship to Objectives and Principles of the *Reuse Plan*

The amendment would fulfill the objectives and planning principles outlined in the *Reuse Plan*. Those planning objectives articulated in the *Reuse Plan* include the following:

1. Be consistent with State, County, and Municipal planning policies.
The amendment is consistent with State, County, and Municipal planning policies, as set forth in the ensuing chapter.
2. Focus on business retention and attraction, job replacement, and employee training.
This amendment would provide for increased flexibility to aid FMERA in its efforts to attract suitable businesses that wish to relocate to Fort Monmouth and that have the potential to replace jobs lost when the Fort closed.
3. Be founded on market and economic analysis. This amendment responds to the marketplace by permitting an alternative development scenario designed to attract futuristic R&D businesses to the Oceanport Reuse Area.
4. Leverage Fort assets (people, infrastructure, location).
The amendment affords FMERA with an opportunity to leverage existing assets through the Reuse of the Commissary building in District A and the redevelopment of the Warehouse District and the remaining land in District A area within the Oceanport Reuse Area and to attract new non-residential uses that generate much-needed local employment and tax revenues.
5. Be a green community model.
The adaptive reuse of the Commissary Building with surrounding redevelopments furthers the Plan's green building sustainability goal to maximize the adaptive reuse of existing buildings and infrastructure system.

The amendment further advances a number of key planning principles from which the overall concepts in the *Reuse Plan* were devised:

Principle #1: *Decreasing Density West to East & Creating Mixed-Use Live/Work/Leisure Centers.*
The amendment contemplates a mix of uses in existing and new buildings in a manner that promotes these planning principles.

- Principle #2:** *Link centers & increase mobility with connected transit infrastructure serving the region and the Fort.*
The amendment does not preclude the potential to create an extensive system of bikeways, pedestrian trails and side- walks as envisioned in the *Reuse Plan*.
- Principle #3:** *Enhance auto mobility and redevelopment capacity with targeted roadway infrastructure improvements.*
This amendment does not preclude the enhancement of auto mobility and redevelopment capacity with targeted roadway infrastructure improvements as set forth in the *Reuse Plan*.
- Principle #4:** *Combine open space, habitat, and water resources to establish a continuous Blue – Green belt.*
The amendment does not preclude the creation of an open space network consisting of environmentally sensitive areas, including wetlands, watercourses, and habitats. The amendment promotes green roof and other low impact development strategies that will further improve the natural environment of the Fort area.
- Principle #5:** *Utilize the Blue – Green belt as an armature for enhanced bicycle and pedestrian mobility throughout the Fort.*
The amendment would not preclude the development of the bike path or trails envisioned as part of the *Reuse Plan*.
- Principle #6:** *Remove Fort boundaries & extend existing land uses to reconnect the Fort to the communities.*
The proposed amendment encourages a well-connected campus within the proposed development area as well as creates opportunities to build strong connection between the local community and the Fort Area both physically and economically. Further, the amendment would not preclude any gates into the Fort, nor inhibit public access to the Fort's amenities.
- Principle #7:** *Leverage existing Fort Monmouth assets (People, Buildings, Technology, and Infrastructure).*
The amendment affords FMERA with an opportunity to leverage existing assets of the Oceanport Reuse Area, i.e., reuse of Commissary building, and redevelopment of District A and the Warehouse District area, attract new office, commercial and R&D tenants and food-based cluster development that would generate much-needed local employment and tax revenues. The amendment would not involve the removal of any buildings identified in the *Reuse Plan* as being required for preservation.

In summary, the amendment is consistent with the *Reuse Plan* elements, objectives and planning principles.

c. Relationship to FMERA Directive

To implement the *Fort Monmouth Reuse and Redevelopment Plan*, the New Jersey State legislature empowered the Fort Monmouth Economic Revitalization Authority (FMERA) to adopt any modifications or amendments to the *Reuse Plan* and adopt development and design guidelines and land use regulations to implement the plan. Pursuant to P.L.2010, c. 10 (N.J.S.A. 52:27I-18 et. seq.), FMERA's purpose is the following:

to oversee, administer, and implement the [Reuse Plan] as provided in this act, in a manner that will promote, develop, encourage, and maintain employment, commerce, economic development, and the public welfare; to conserve the natural resources of the State; to provide housing, including housing to address identified needs related to homelessness; and to advance the general prosperity and economic welfare of the people in the host municipalities, the county, and the entire State by cooperating and acting in conjunction with other organizations, public and private, to promote and advance the economic use of the facilities located at Fort Monmouth.

The *Reuse Plan* amendment would advance both FMERA's stated purpose and the public welfare, by promoting, developing, encouraging and maintaining employment and economic development, and it would advance the public welfare by furthering the adaptive reuse of an existing facility and roadway network at the Fort.

d. Relationship to FMERA's Land Use Rules

This Amendment creates alternative development scenario and creates an overlay zone superseding some provisions of FMERA's Land Use Rules. In all situations where zoning issues and bulk standards are not specifically addressed herein, the FMERA's Land Use Rules, however, shall remain in effect.

VI. Relationship to State, County and Municipal Planning Objectives

a. State Development and Redevelopment Plan (SDRP)

On March 1, 2001, the State Planning Commission readopted the State Development and Redevelopment Plan (SDRP). In the SDRP, the Oceanport Reuse Area is classified as Planning Area 1, Metropolitan Planning Area (PA-1). The SDRP defines Metropolitan Planning Areas as areas that "provide for much of the state's future redevelopment; revitalize cities and towns; promote growth in compact forms; stabilize older suburbs; redesign areas of sprawl; and protect the character of existing stable communities." The amendment is well-reconciled with the guiding policies and policy objectives of the adopted SDRP for the Planning Area 1, Metropolitan Planning Area.

Consistent with the goals for the PA-1, the amendment promotes the type of redevelopment needed to transform this area of the Oceanport Reuse Area, into a vibrant, mixed- use community with compact development that will ensure efficient utilization of scarce land resources while also carefully protecting the character of surrounding communities. Also, in accordance with the objectives for PA-1, the amendment allows for redevelopment in a location well served by existing transportation networks, which is consistent with the plans for the Oceanport Reuse Area.

b. Monmouth County Open Space Plan

The Monmouth County Open Space Plan, adopted by the Monmouth County Planning Board in August 2006 as an element of the Monmouth County Growth Management Guide, specifically advocates the acquisition of a portion of the Fort Monmouth property as a new County park site. To fulfill this acquisition, Monmouth County filed a Notice of Interest for park and recreation lands within Fort Monmouth. The County subsequently filed an application to the National Park Service's Federal Lands to Park Program for a Public Benefit Conveyance, which was endorsed by the three host municipalities of Eatontown, Oceanport and Tinton Falls. This amendment is not inconsistent with the County's goals for open space in the Oceanport Reuse Area.

c. Fort to Village Plan: A Vision for Oceanport's Fort Monmouth

Although the development of the former Fort properties in Oceanport will be governed by the land use regulations and design guidelines adopted by FMERA, as a point of information, the former Fort properties in Oceanport are included within the "master plan" for Fort Monmouth, i.e., the *Reuse and Redevelopment Plan*. However, a vision for the redevelopment of the fort is provided in ***Fort to Village Plan: A Vision for Oceanport's Fort Monmouth***. This document was incorporated as an amendment to the Master Plan which was adopted by the Oceanport Planning Board on April 23, 2008.

The Fort to Village Plan calls for the area surrounding the Patterson Medical Center Area, presently Beacon of Life Pace Program-an adult care facility area, to be zoned for mixed-use medical office park uses, schools, and residential uses to allow townhouse. The Warehouse district and District A are in close proximity to the Beacon of Life Pace Program- adult care facility area. The amendment permits a mix of medical & professional offices and R& D uses in the Warehouse District and District A and these uses are well aligned with the uses contemplated for the area in the Fort to Village Plan. As the Borough has identified an alternate resolution for a new public elementary school and the residential housing has been targeted in other areas, repurposing the area with a mix of commercial, office and R & D uses affords FMERA the flexibility to create a cluster development of compatible and complementary land uses in the area as contemplated in the Fort to Village Plan.

d. Oceanport Zoning

The area affected by the proposed amendment lies within the Borough's R-1: Single-Family Residential District under the municipality's current zone plan. This designation permits single-family detached dwellings, parks and playgrounds, municipal buildings, libraries and public schools. The minimum lot size is 30,000 square feet, the maximum height is two stories, or thirty-five feet and the maximum density is 1.5 dwelling units per acre. The *Reuse Plan* and Land Use Rules, however supersedes the Oceanport Zoning.

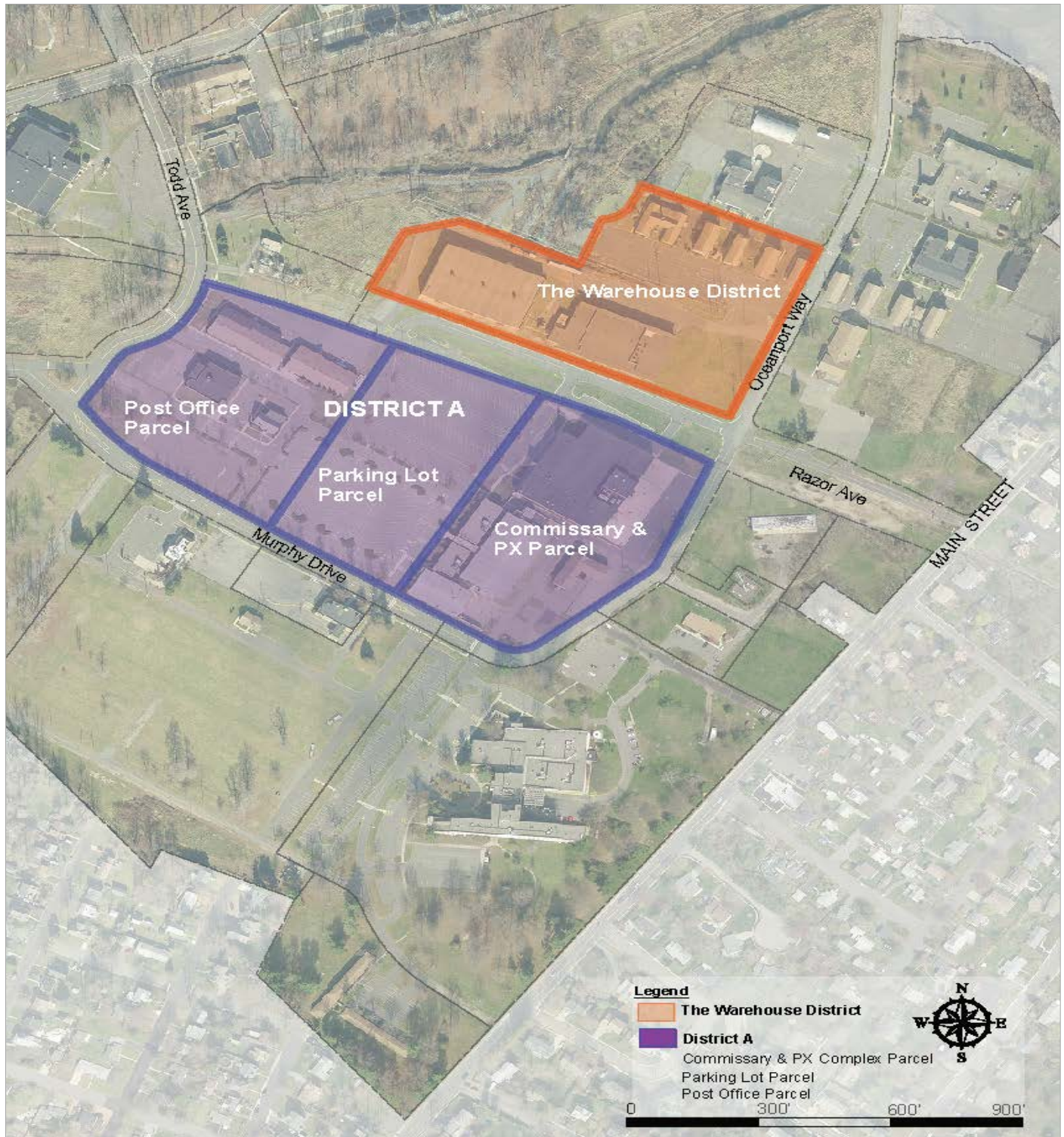
VI. Conclusion

The subject amendment, referred to as Amendment #15 to the Fort Monmouth Reuse and Redevelopment Plan, maintains the land use concepts and plans articulated in the Reuse Plan. However, the amendment permits alternative development scenarios for the Oceanport Reuse Area.

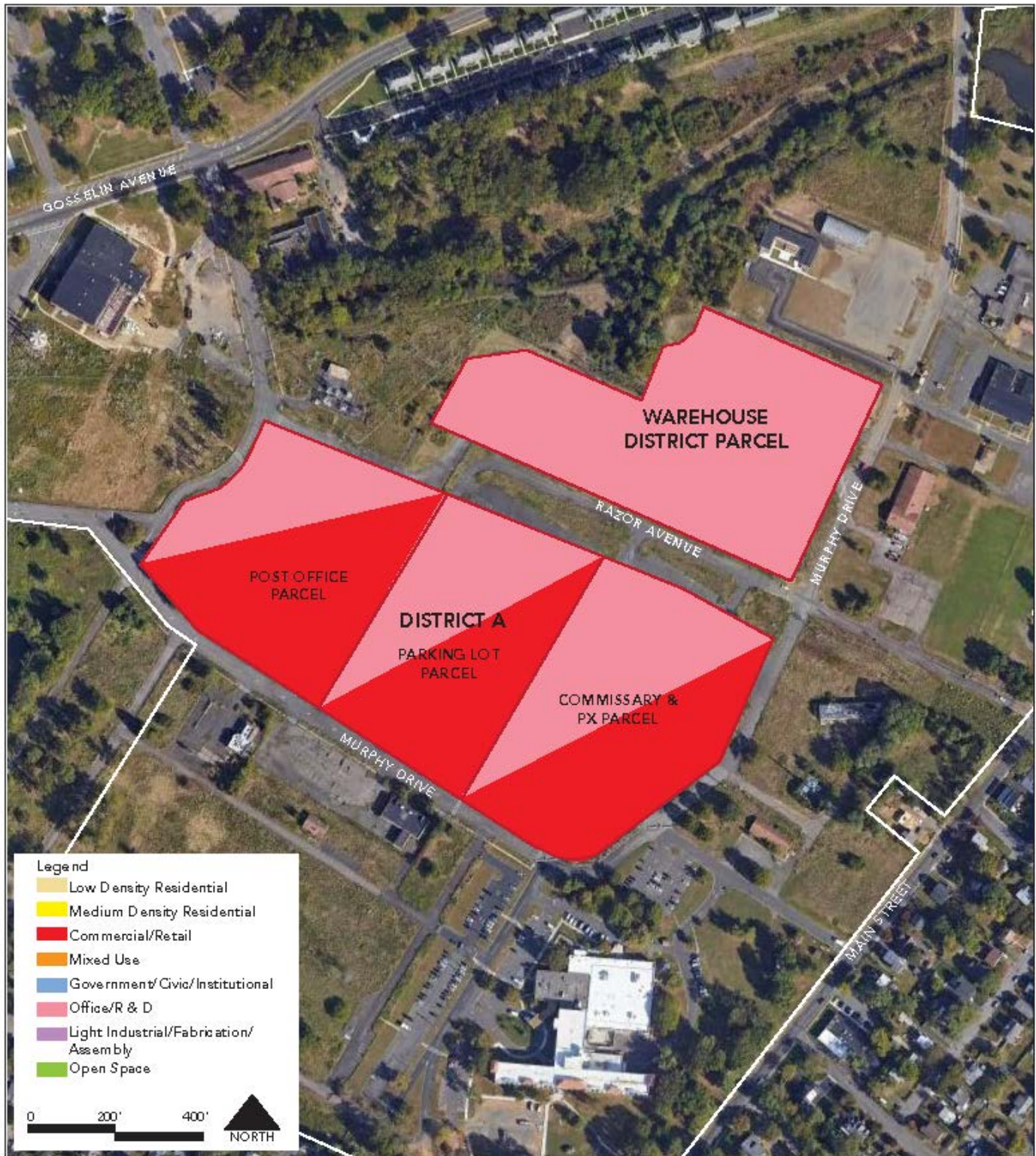
This amendment is consistent with the objectives and principles in the Reuse Plan, as well as State, County and Municipal planning objectives. Furthermore, the amendment advances the public welfare, particularly with regard to promoting, developing, encouraging and maintaining employment. Lastly, the amendment provides flexibility for FMERA to more effectively attract potential non-residential users to the Oceanport Reuse Area, thereby enabling it to fulfill its statutory mandate to create new jobs, regenerate the local tax base and advance the general prosperity and welfare of the people most impacted by the Fort's closure.

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APPENDIX A
MAP SHOWING PARCELS AFFECTED BY THE AMENDMENT



APPENDIX B – LAND USE MAP



Land Use Plan AMENDMENT #15 in the Oceanport Reuse Area

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC 2020