BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA ● JUNE 17, 2021

Regular Meeting	REMOTE/VIRTUAL	7:00 PM

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

I. Call to Order

II. Statement of Compliance with Open Public Meetings Act:

This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 13, 2021 of this virtual/remote meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site. This meeting is also being broadcast on the Borough's Local Public Access Channel, Verizon FiOS Channel 28. Members of the general public can register for meetings from the Borough website at www.oceanportboro.com by scrolling to the bottom of the homepage and clicking "REGISTER for Mayor & Council Virtual Meetings" on the left-hand side of the screen. Registering allows the general public to view and participate in meetings on their computers, smart phones and tablets. Once registered, members of the general public will be muted upon entry to a meeting. Registration allows a member of the general public to participate during the public portions of a meeting by using one of the following options:
1. Text. Once registered for and admitted to a meeting, members of the general public can text comments through the GotoWebinar application. These text comments will be read out loud by the Clerk during the livestream public portions of the meeting.
2. Raise Your Hand Feature. Once registered for and admitted to a meeting, members of the general public can use the GoToWebinar's "Raise Your Hand" icon to be acknowledged for an opportunity to speak. Once recognized and advised to speak, members of the general public may need to unmute themselves to participate in the meeting.
Whether registered or not, the general public can (a) e-mail questions or comments prior to or during the meeting to public.comments@oceanportboro.com or (b) call the Borough's Public Comments Line at (732)-272-8337. The Public Comments Line is only answered during the livestream broadcast of a meeting. A caller to the Public Comments Line must provide his or her name and address in order to participate in a meeting. Once this information is provided, callers will either be admitted to speak at the meeting immediately or they will called back by the Borough at the appropriate or designated time so that they can speak. Speakers participating through the Public Comments Line will be placed on speaker and all comments made will be part of the digital record of the meeting. The instructions for Public Participation in the Borough's meetings are also available on the Borough's website at www.oceanportboro.com .

III. Flag Salute

IV. Invocation

V. Roll Call

VI. GUEST: FMERA Staff Monthly Update

VII. Administrators Report

VIII. Clerk's Report

1. Request to Purchase Portion of Unimproved Terminus of Werah Place

IX. Consent Agenda

#2021-120	1.	Resolution authorizing payment of BILL LIST for June 17, 2021
#2021-121	2.	Resolution Approving 2021-2022 Liquor Licenses
#2021-122	3.	Resolution approving Special Event Permit for Triumphant Life Carnival
#2021-123	4.	Resolution rejecting bids for Pickleball Court Refurbishments
#2021-124	5.	Resolution rejecting bids for Landscape Maintenance Program
#2021-125	6.	Resolution authorizing permits for Facility Use - Summer 2021

#2021-126 7. Resolution authorizing an extension of Agreement with OPBOE for lawn maintenance and snow plowing

X. Minutes

1. Workshop Minutes, May 6, 2021
2. Regular Meeting Minutes, May 20, 2021

XI. Resolutions

#2021-127 Resolution awarding Contract to Colliers Engineering & Design - 2021 Road Program
#2021-128 Resolution authorizing submittal of NJDOT Grant Application - Comanche Dr Phase 3
#2021-129 Resolution authorizing disposal of surplus property
#2021-130 Resolution authorizing application for Sports Wagering Revenue Tax
#2021-131 Resolution appointing a seasonal laborer for the Public Works Dept
#2021-132 Resolution authorizing signators for TD Bank
#2021-133 Resolution authorizing agreement for the processing of credit card payments

XII. First Reading Ordinances

XIII. Second Reading & Public Hearing Ordinances

#1039 2nd Reading and PUBLIC HEARING of Ordinance Prohibiting Any Class of Cannabis Business

XIV. Committee Reports

1. Councilman Deerin, Parks and Recreation
2. Councilman Gallo, Public Works and Engineering
3. Councilman Keeshen, Public Safety
4. Councilman O'Brien, Finance and Administration
5. Councilman Tvrdik, Planning and Development Liaison
6. Councilwoman Walker, Health and Human Services Liaison

XV. Mayor Coffey's Report

XVI. Petitions from the public

XVII. Adjournment

June 10, 2021

VIA EMAIL

Mayor Jay Coffey
Jeanne Smith, Borough Clerk
Borough of Oceanport
910 Oceanport Way
PO Box 370
Oceanport, New Jersey 07757

Re: 101 Smith Street, Oceanport, New Jersey

Dear Mayor Coffey and Ms. Smith,

I chose the location of 101 Smith Street in Oceanport based on its peaceful neighborhood. My wife and I intend to enhance the property by replacing the existing home with a new home. Our plan is to conform to the natural beauty of the area by building a home that fits into the existing aesthetics of the area. Block 49, lot 1 currently has 3 variances applied due to the non-conforming size of the lot where the current home exists. To meet the standard lot requirements for this new build, I am proposing to purchase the undeveloped area currently owned by the town to help satisfy these requirements. Unfortunately, there are no opportunities for me to purchase any additional adjacent land from my neighbors since they have no additional space between the two properties.

Please let me know if you require anything further.

Sincerely,

Billy Schmidt

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF BILL LIST FOR JUNE 17, 2021

Resolution #2021-120
06/17/21

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of June 17, 2021.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list dated June 17, 2021 totaling $407,303.27.

CERTIFICATION OF FUNDS

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

Catherine D. LaPorta, CFO

BOROUGH OF OCEANPORT
BILL LIST

17-Jun-21

PAYEE	AMOUNT
PAYROLL ACCOUNT	$124,338.59 12TH
PAYROLL ACCOUNT	$157.27 DCRP
ACUTE CARE - RESOLUTION 2021-108	$ 169,594.95
ALLIANT - ACCIDENT & SICKNESS INSURANCE	$ 2,033.00
GRANT FUND	$0.00
CAPITAL TRUST TOTAL	$0.00
DOG REGISTRY TOTAL	$0.00
OPEN SPACE TRUST TOTAL	$11,916.06
SUI	$0.00
UCC TRUST	$148.12
TRUST OTHER TOTAL	$0.00
ESCROW TRUST TOTAL	$4,657.74
2020 VOUCHERS PAID THIS MEETING	$114.00
2021 VOUCHERS PAID THIS MEETING	$94,343.54
TOTAL	**$407,303.27**

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

Donna M. Phelps

List of Bills - (All Funds)

9.1.a

Vendor		Description	Payment	Check Total
		Current Fund		
1009 - **ADP, INC**	PO 8562	PAYROLL SERVICES - PERIOD ENDING 05/12/2	306.45	**306.45**
1767 - **ADT COMMERCIAL LLC**	PO 8551	FIRE MONITORING AT PD STATION (JAN-FEB-M	187.50	**187.50**
1516 - **CANON FINANCIAL SERVICES, INC**	PO 7146	COPIER SERVICE - OCTOBER	57.00	
	PO 7532	COPIER SERVICE - DECEMBER	57.00	
	PO 7813	COPIER SERVICE - FEBRUARY	57.00	
	PO 8001	COPIER SERVICE - MARCH 2021	57.00	
	PO 8211	COPIER SERVICE - APRIL 2021	57.00	
	PO 8403	COPIER SERVICE - MAY 2021	57.00	**342.00**
1446 - **DIRECT ENERGY BUSINES**	PO 8501	21 MAIN STREET 04/16-05/14/21	92.76	
	PO 8502	2 PEMBERTON AVE 04/16-05/14/21	104.50	
	PO 8503	433 MYRTLE AVE - 04/16-05/14/21	35.12	
	PO 8550	900 MURPHY 03/18-05/17/21	244.29	**476.67**
1103 - **FAILSAFE FIRE HOSE TESTING,INC**	PO 8455	TESTING OF EQUIPMENT	925.00	**925.00**
1104 - **FASTENAL COMPANY**	PO 7794	PLOW PARTS	844.90	
	PO 7871	DPW SUPPLIES	183.91	
	PO 8125	SUPPLIES	160.39	**1,189.20**
1109 - **FMERA**	PO 8545	RT 537 - MAY 2021	273.26	
	PO 8546	BUILDING 977 - MAY JCP&L	1,682.24	
	PO 8547	BLDG 901 - MAY JCP&L	940.68	
	PO 8575	BLDG 900 UTILITIES - MAY 2021	458.06	**3,354.24**
1121 - **GARY GRIMES**	PO 8507	Reimbursement Grimes for uniform purchas	176.33	**176.33**
1685 - **JANITOR SUPPLY CORP**	PO 8197	CUSTODIAL SUPPLIES	2,601.45	**2,601.45**
1153 - **JERSEY CENTRAL POWER & LIGHT**	PO 8504	200-000-857-007 03/19-04/19/21	4,682.67	
	PO 8543	MAIN ST INTERSECTION 5/2021	68.93	**4,751.60**
1529 - **JOHN GUIRE SUPPLY LLC**	PO 8427	BOB CAT LAWN MOWERS	7,113.68	**7,113.68**
1185 - **LAWES COAL CO INC**	PO 8289	LAWN SUPPLIES	133.83	**133.83**
1206 - **MICHAEL KELLY**	PO 8518	2021 Annual State Chiefs Convention regi	712.00	**712.00**
1218 - **MONMOUTH COUNTY POLICE ACADEMY**	PO 8411	Collecting Fingerprints Petrillo & Grime	50.00	
	PO 8440	Cell Block Training - Fagliarone	25.00	**75.00**
1241 - **NAPA AUTO PARTS (#15456)**	PO 8515	GARAGE SUPPLIES	105.79	**105.79**
1791 - **NESTLE WATERS NORTH AMERICA**	PO 8524	WATER DELIVERY 05/17/2021	76.85	**76.85**
1245 - **NJ AMERICAN WATER CO**	PO 8557	433 MYRTLE AVE 04/14-05/12/21	131.84	**131.84**
1248 - **NJ LEAGUE OF MUNICIPALITIES**	PO 8572	NJ MUNICIPALITIES MAGAZINE	325.00	**325.00**
1251 - **NJ NATURAL GAS CO**	PO 8498	930 OCEANPORT WAY - 04/16-05/17/21	520.76	
	PO 8499	910 OCEANPORT WAY 04/16-05/17/21	310.41	
	PO 8500	920 OCEANPORT WAY 04/16-05/17/21	104.69	**935.86**
1253 - **NJ STATE ASSOC CHIEFS - POLICE**	PO 8459	OPRA Class	299.00	**299.00**
1275 - **PITNEY BOWES GLOBAL FINANCIAL SERVI**	PO 8361	LEASE OF DIGITAL MAILING SYSTEM 03/30-06	423.99	**423.99**
1284 - **POWERHOUSE SIGNWORKS**	PO 8317	MOVIE NIGHT DATE RIDER	360.00	**360.00**
1286 - **PRO JANITORIAL SERVICES, LLC**	PO 8548	CLEANING SERVICE - MAY 2021	2,450.00	**2,450.00**
1310 - **RYSER’S LANDSCAPE SUPPLY INC**	PO 8379	STONE	272.00	
	PO 8457	3 TONS OF BLACK MULCH	87.00	**359.00**
1322 - **SHORE REGIONAL BOARD OF ED**	PO 8541	2020-2021 SCHOOL YEAR	7,195.75	**7,195.75**
1326 - **SIP’S PAINT AND HARDWARE**	PO 8389	SUPPLIES	26.83	**26.83**
1337 - **SUBURBAN DISPOSAL**	PO 8568	DISPOSAL FEE - MAY 2021	25,535.00	
	PO 8569	COLLECTION - JUNE 2021	30,916.66	**56,451.66**
1348 - **THE HOME DEPOT**	PO 8153	CHAIR MATS	101.58	
	PO 8245	FLOOR MAT - ADMIN	75.38	
	PO 8525	PPE	240.43	
	PO 8540	SUPPLIES	85.19	**502.58**
1670 - **THOMAS COX**	PO 8482	COURSE REIMBURSEMENT - WATERWATCH	40.00	**40.00**
1381 - **US POSTAL SERVICE**	PO 8560	POST OFFICE BOX RENEWAL 2021	452.00	**452.00**
1387 - **VERIZON**	PO 8505	POLICE MAY 2021	303.46	
	PO 8530	910 OCEANPORT WAY FIRE ALARM MONITORING	139.00	**442.46**
1388 - **VERIZON WIRELESS**	PO 8544	FAS WIRELESS 05/24-06/23/21	70.02	
	PO 8549	POLICE 05/27-06/26/21	650.75	
	PO 8564	FIRE BUREAU WIRELESS	27.85	**748.62**
1558 - **Verizon Wireless**	PO 8563	AIR CARDS - FIRE	114.03	**114.03**
1559 - **Verizon Wireless**	PO 8565	UCC/CLERK - WIRELESS SERVICES	24.27	**24.27**
1389 - **VERIZON WIRELESS (OEM)**	PO 8567	OEM	38.01	**38.01**

9.1.a

List of Bills - (All Funds)

Vendor		Description	Payment	Check Total
1392 - **W.B. MASON CO, INC**	PO 8263	SUPPLIES	94.55	**94.55**
1396 - **WILLIAM RESYNK**	PO 8508	Reimbursement Resnyk purchase holsters f	514.50	**514.50**
		OPEN SPACE TRUST		
1077 - **DEW DROP LAWN SPRINKLERS**	PO 8280	SPRINKLER ACTIVATION - SERVICE	1,582.51	**1,582.51**
1529 - **JOHN GUIRE SUPPLY LLC**	PO 8427	BOB CAT LAWN MOWERS	8,583.92	**8,583.92**
1164 - **KEMPTON FLAGS LLC**	PO 8461	FLAGS & SUPPLIES	1,292.62	**1,292.62**
1310 - **RYSER'S LANDSCAPE SUPPLY INC**	PO 8285	STONE DUST	180.00	**180.00**
1362 - **TREASURER: STATE OF NJ**	PO 8573	TIDELANDS LICENSE & LEASE FEE	239.00	**239.00**
1388 - **VERIZON WIRELESS**	PO 8566	BBB SECURITY MONITORING	38.01	**38.01**
		UCC Trust		
1559 - **Verizon Wireless**	PO 8565	UCC/CLERK - WIRELESS SERVICES	148.12	**148.12**
		DEVELOPERS ESCROW TRUST		
1807 - **COLLIERS ENGINEERING & DESIGN**	PO 8070	PB Engineering - TETHERVIEW	340.00	
	PO 8338	PB Engineering - TETHERVIEW	85.00	
	PO 8445	PB Engineering - TETHERVIEW	255.00	
	PO 8488	PB Engineering - Meyer	297.50	
	PO 8509	PB Engineering - 114 Salzmann Ave,	710.00	
	PO 8510	PB Engineering - MARTELLI	510.00	
	PO 8511	PB Engineering - MARTELLI	85.00	
	PO 8512	PB Engineering - Marttine	297.50	**2,580.00**
1807 - **COLLIERS ENGINEERING & DESIGN**	PO 8513	PB Engineering - Motzenbecker	212.50	
	PO 8514	PB Engineering - Somerset Developers	340.00	**552.50**
1807 - **COLLIERS ENGINEERING & DESIGN**	PO 8519	PLOT PLAN REVIEW - CATALOG #7764520001	125.00	**125.00**
1579 - **ENGenuity Infrastructure, LLC**	PO 8542	PB Engineering - Oport Partners LLC	358.75	
	PO 8552	PB Engineering - Oport Partners LLC	735.00	**1,093.75**
1195 - **MASER CONSULTING, INC**	PO 7840	PB Engineering - TETHERVIEW	297.50	**297.50**
1580 - **THE TWO RIVER TIMES**	PO 8415	Legal Notice - PB	8.99	**8.99**

TOTAL				**111,179.46**

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	94,457.54
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	1,430.49			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	306.45			
01-201-25-240-200	POLICE OE	2,655.58			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	38.01			
01-201-25-260-200	FIRST AID ORGANIZATION OE	174.52			
01-201-25-265-200	FIRE DEPARTMENT OE	1,039.03			
01-201-26-300-271	REPAIRS	844.90			
01-201-26-300-273	SUPPLIES	851.18			
01-201-26-300-277	BITUMINOUS CONCRETE	357.19			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	24,833.33			
01-201-26-306-200	RECYCLING OE	6,083.33			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	12,252.13			
01-201-26-310-252	REPAIRS & EQUIPMENT	187.50			
01-201-27-335-300	WATER WATCH COMMITTEE-OTHER	40.00			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	360.00			
01-201-29-405-200	TRANS OF HS STUDENTS OE	7,195.75			
01-201-31-430-201	ELECTRICITY	3,080.98			
01-201-31-430-203	TELEPHONE/INTERNET	494.58			
01-201-31-430-204	WATER/SEWER	131.84			
01-201-31-430-205	NATURAL GAS	1,308.03			
01-201-31-430-207	STREET LIGHTING	5,024.86			
01-201-31-465-200	SANITATION DUMPING FEES	25,535.00			
01-201-43-490-200	MUNICIPAL COURT OE	118.86			
01-203-25-240-200	(2020) POLICE OE		114.00		

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
TOTALS FOR	**Current Fund**	**94,343.54**	**114.00**	**0.00**	**94,457.54**
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	11,916.06
06-270-00-500-020	RESERVE FOR OPEN SPACE			11,916.06	
TOTALS FOR	**OPEN SPACE TRUST**	**0.00**	**0.00**	**11,916.06**	**11,916.06**
18-101-01-100-101	CASH UCC TRUST			0.00	148.12
18-270-55-600	RESERVE FOR UCC TRUST			148.12	
TOTALS FOR	**UCC Trust**	**0.00**	**0.00**	**148.12**	**148.12**
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	4,657.74
61-270-55-600-205	RES.FOR DEV.ESCROW			4,657.74	
TOTALS FOR	**DEVELOPERS ESCROW TRUST**	**0.00**	**0.00**	**4,657.74**	**4,657.74**

Total to be paid from Fund 01 Current Fund	94,457.54
Total to be paid from Fund 06 OPEN SPACE TRUST	11,916.06
Total to be paid from Fund 18 UCC Trust	148.12
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	4,657.74
	111,179.46

Report Printed 2021-06-11 09:20:55 BOROUGH OF OCEANPORT

9.1.a

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

From 06/01/2021 to 06/30/2021 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
6/10/2021		8568		01-201-31-465-201	DISPOSAL	21,208.38		
				01-201-31-465-201	RECYCLING ENHANCEMENT ACT	770.28		
				01-201-31-465-201	RECYCING FEE	3,105.36		
				01-201-31-465-201	ROLL-OFF CONTAINER	250.00		
				01-201-31-465-201	DISPOSAL FEE	200.98		
					SUBURBAN DISPOSAL		25,535.00	01-101-01-000-011
6/10/2021		8569		01-201-26-305-201	SOLID WASTE 06/21	24,833.33		
				01-201-26-306-201	RECYCLING 06/21	6,083.33		
					SUBURBAN DISPOSAL		30,916.66	01-101-01-000-011

JUNE SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				56,451.66
01-201-26-305-201	SANITATION-TRASH REMOVAL		24,833.33		
01-201-26-306-201	OTHER EXPENSES		6,083.33		
01-201-31-465-201	SANITATION DUMPING FEES		25,535.00		
JUNE TOTALS (FOR RANGE):			56,451.66		56,451.66

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				56,451.66
01-201-26-305-201	SANITATION-TRASH REMOVAL		24,833.33		
01-201-26-306-201	OTHER EXPENSES		6,083.33		
01-201-31-465-201	SANITATION DUMPING FEES		25,535.00		
TOTALS (FOR RANGE):			56,451.66		56,451.66

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING THE APPROVAL AND RENEWAL OF LIQUOR LICENSES FOR 2020-2021 AND AUTHORIZING THE MUNICIPAL CLERK TO ISSUE 2021-2022 LIQUOR LICENSES TO ALL LICENSEES THAT HAVE MET ALL STATE AND BOROUGH REQUIREMENTS AND HAVE PAID ALL APPROPRIATE FEES

Resolution #2021-121
06/17/21

WHEREAS, applications for renewal of Liquor Licenses for the year 2021-2022 have been submitted; and

WHEREAS, no objections to said renewals have been filed; and

WHEREAS, the proper Borough and State fees have been paid by all applicants,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of the Oceanport that the following licensees be granted renewal(s) of their liquor licenses for the year commencing July 1, 2021 and expiring June 30, 2022:

LICENSE #	TYPE	LICENSE NAME/TRADE NAME
1338-44-005-002	Plenary Retail Distribution	Oceanport Spirits
1338-33-001-005	Plenary Retail Consumption	Oceanport Liquor License LLC

BE IT FURTHER RESOLVED that the Municipal Clerk is authorized to issue 2021-2022 liquor licenses to the above-named licensees subject to compliance with the condition(s) named therein.

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED TO TRIUMPHANT LIFE CHURCH FOR A CARNIVAL TO BE HELD JULY 1, 2, 5, 6 7, 2021 WITHIN THE BOROUGH OF OCEANPORT

Resolution #2021-122
06/17/21

WHEREAS, Triumphant Life Church made application for a Special Events Permit to hold a carnival that requires traffic control; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to Triumphant Life Church for a carnival to be held on their grounds July 1, 2, 5, 6 and 7, 2021 in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain of Police

Michael Fagliarone
Lieutenant

BOROUGH OF OCEANPORT

POLICE DEPARTMENT

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

732.222.6300
Main

732.222.6301 ext 1015
Records

732.222.0945
Fax

June 7, 2021

Mayor Jay Coffey
Oceanport Borough Council Members
Borough of Oceanport
315 East Main Street
Oceanport, N.J. 07757

Re: Special Events Application (Carnival) -Triumphant Life Church-Fort Monmouth, July 1st through 7th, 2021

Dear Mayor Coffey,

As per Borough Code 326-3, I have reviewed the Special Event Permit application for Triumphant Life Church at Fort Monmouth in regard to a carnival they are planning to host from July 1st, 2nd, 5th, 6th, and 7th from 5pm to 10pm and July 3rd and 4th from 1pm to 11pm.

The carnival will be held on the church property off Malterer Avenue on Fort Monmouth.

They expect over 2, 000 people in total throughout the 7-day event. The Carnival will consist of rides, games, food vendors and music.

There will be no direct impact on traffic and parking will be contained to the church property and immediate surrounding parking areas.

1 Police officer may be assigned to the Carnival and others will be assigned if needed. The Church will pay for police services. At this time there is no request to have officers assigned.

Based on the information obtained regarding security, traffic, and crowd control; I am recommending that the Mayor and Council approve the application.

Respectfully Submitted,

Michael P. Kelly
Chief of Police

CC: Donna Phelps, Oceanport Borough Administrator
Jeanne Smith, Oceanport Borough Clerk
Bryan Keeshen, Councilman-Public Safety Chair
Captain Michael Chenoweth, Oceanport Police
Paul Van Brunt, Oceanport Fire Chief
Fred Filippone, Captain, Oceanport First Aid
Rev. Lyddale Akins, Triumphant Life Church
Buzzy Baldanza, Oceanport OEM

RESOLUTION OF THE BOROUGH OF OCEANPORT REJECTING ALL BIDS FOR THE BLACKBERRY BAY PARK PICKLEBALL COURT REFURBISHMENT PROJECT

Resolution #2021-123
06/17/21

WHEREAS, the Borough of Oceanport authorized the receipt of bids for Pickleball Courts Refurbishment Project at Blackberry Bay Park; and

WHEREAS, two (2) bids were received on June 3, 2021, both being over the cost estimate and budget for the project; and

WHEREAS, N.J.S.A. 40A:11-13.2 states said rejection is just cause to reject all bids received for the Pickleball Courts Refurbishment Project at Blackberry Bay Park; and

WHEREAS, it is the desire of the Borough to reject all bids received on June 3, 2021 for exceeding the cost estimate and re-evaluate the project.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport in the County of Monmouth, State of New Jersey that the Borough of Oceanport does hereby rejects all bids received for the Pickleball Courts Refurbishment Project at Blackberry Bay Park for the reasons set forth in this Resolution.

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized to return the bid security to all bidders.

BE IT FURTHER RESOLVED that certified copies of this Resolution be provided by the Borough Clerk to each of the following:

A) Borough Engineer
B) Chief Financial Officer/Purchasing Agent
C) All rejected bidders as follows:

1. Z Tech Contracting LLC
   1207 US Highway 22
   Mountainside, NJ 07092

2. Shore Top Construction, Corp
   23 Yellowbrook Road
   Freehold, NJ 07728

331 Newman Springs Road
Suite 203
Red Bank New Jersey 07701
Main: 877 627 3772

Colliers
Engineering & Design

June 7, 2021

VIA EMAIL

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

Court Refurbishing for Pickleball Courts
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Project No. OPB-172

Dear Mayor and Council,

On Thursday, June 3, 2021 at 11:00am, bids were received for the Court Refurbishing for Pickleball Courts. A bid summary is attached. A comparison of the bids is as follows:

BIDDER	BID
Z TECH CONTRACTING, LLC	$103,200.00
SHORE TOP CONSTRUCTION, CORP.	$117,400.00

We have reviewed the bids and found them to be in order except for a mathematical error by Shore Top Construction, Corp. The corrected total is reflected above. Both bids exceed the Borough's budget for this project. It is our recommendation to reject all bids at this time.

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

Sincerely,
Colliers Engineering & Design

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

WHW/dmm
Attachment
cc: Jeanne Smith, RMC, Borough Clerk (via email)

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Maser Consulting is now Colliers Engineering & Design

Accelerating success.

BID DATE: June 3, 2021

BID SUMMARY SHEET FOR:
BOROUGH OF OCEANPORT

MC PROJECT NUMBER: OPB172
ENGINEER: William H.R. White, III, P.E.

Court Refurbishing for Pickleball Courts				Z Tech Contracting, LLC				Shore Top Construction Corp.			
Item	Description	UNIT	Qty	Unit Price	Item Total	Bid Total	Err.	Unit Price	Item Total	Bid Total	Err.
	Base Bid										
1	PICKLEBALL COURT NET AND POSTS (2 POSTS PER UNIT)	UNITS	5	$645.00	$3,225.00	$3,225.00		$3,000.00	$15,000.00	$15,000.00	
2	BLACK VINYL CHAIN LINK FENCE, 6' HIGH	LF	360	$64.50	$23,220.00	$23,220.00		$40.00	$14,400.00	$14,400.00	
3	SINGLE GATE, 4' WIDE, BLACK VINYL CHAIN LINK FENCE, 6' HIGH	UNITS	3	$645.00	$1,935.00	$1,935.00		$7,000.00	$21,000.00	$21,000.00	
4	CRACK REPAIR AND COLOR COATING	LS	1	$67,080.00	$67,080.00	$67,080.00		$65,000.00	$65,000.00	$65,000.00	
5	PICKLEBALL COURT SRTIPING, 2" WIDE	LF	1000	$7.74	$7,740.00	$7,740.00		$2.00	$2,000.00	$2,000.00	
	TOTAL BASE BID AMOUNT				**$103,200.00**				$105,400.00	**$117,400.00**	*

* Denotes mathematical error

BID DOCUMENT SUBMISSION CHECKLIST

Borough of Oceanport, Monmouth County, NJ
(Name of Local Contracting Unit)

COURT REFURBISHING FOR PICKLEBALL COURTS — OPB-172
(Name of Construction/Public Works Project) — *(Project or Bid Number)*

A. Failure to submit the following documents is a mandatory cause of the bid to be rejected. (N.J.S.A. 40A:11-23.2)

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's initials)
X	A bid guarantee as required by N.J.S.A. 40A:11-21	RZ
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	RZ
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	RZ
	A list of subcontractors as required by N.J.S.A. 40A:11-16	RZ
X	Bidder's acknowledgment of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document(s)	RZ
X	Disclosure of Investment Activities in Iran as required by N.J.S.A 40A:11-2.1	RZ
		RZ

B. Failure to submit the following documents may be cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)

Required with Submission of Bid with Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's initials)
	A Financial Statement prepared within the last twelve months	
X	Consent of Surety as to a Labor and Material Payment Bond	RZ
	Statement of compliance with N.J.S.A. 45:14C-2(h) (licensed master plumber)	
X	Experience Statement	RZ
X	Bidders to Visit Site	RZ
X	Public Works Contractor Registration & Business Registration Mandatory Certification	RZ

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted (Bidder's initials)
X	Consent of surety as to maintenance bond as required by N.J.S.A. 40A:11-16.3b	RZ
X	Submission of a Non-Collusion Affidavit (this form must be Notarized)	RZ
X	Certification of Bidder showing that Bidder owns, leases or controls necessary equipment	RZ
X	Exhibit B - Acknowledgement Form	RZ
X	Election Contributions Disclosure Notification Acknowledgement Form	RZ
X	Business Registration Act – Registration Form	RZ

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: Z TECH CONTRACTING LLC

By Authorized Representative:

Signature: ____________________

Print Name and Title: ROBERT ZECCA

Date: JUNE 2ND, 2021

COURT REFURBISHING FOR PICKLEBALL COURTS

BASE BID

Borough of Oceanport
Monmouth County, New Jersey

ITEM 1 PICKLEBALL COURT NET AND POSTS (2 POSTS PER NET)

5 UNITS $ 645.00 Per UNIT

$ Six hundred forty five dollars
Write Unit Price

$ 3,225.00 Total

ITEM 2 BLACK VINYL CHAIN LINK FENCE, 6' HIGH

360 L.F. $ 64.50 Per LINEAR FOOT

$ Sixty four and 50/100 dollars
Write Unit Price

$ 23,220.00 Total

ITEM 3 SINGLE GATE, 4' WIDE, BLACK VINYL CHAIN LINK FENCE, 6' HIGH

3 UNITS $ 645.00 Per UNIT

$ six hundred forty five dollars
Write Unit Price

$ 1,935.00 Total

ITEM 4 CRACK REPAIR AND COLOR COATING

1 L.S. $ 67,080.00 Per LUMP SUM

$ Sixty seven thousand, eighty dollars
Write Unit Price

$ 67,080.00 Total

ITEM 5 PICKLEBALL COURT STRIPING, 2" WIDE

1,000 L.F. $ 7.74 Per LINEAR FOOT

$ Seven and 74/100 dollars

Write Unit Price

$ 7,740.00 Total

TOTAL AMOUNT **BASE BID** (ITEMS 1 THROUGH 5)

$ 103,200.00

WRITE TOTAL AMOUNT **BASE BID** (ITEMS 1 THROUGH 5):

One hundred Three thousand, Two hundred 00/100 dollars

PAYMENT PROCEDURES FOR CONSTRUCTION CONTRACTS

Pursuant to P.L. 199, Chapter 133 (C.2A:30A-1), payment of construction contracts to prime contractors requires approval by the BOROUGH Council of the Borough of Oceanport once submitted and reviewed for compliance and certifications by the responsible department(s). Once approval and certification are obtained by the prime contractor through the Borough, said contractor is entitled to the payment not more than 30 calendar days after the periodic billing date specified in the contract, **except that a contractor will not be paid by the Borough of Oceanport within that 30 day period if the Borough of Oceanport Council is required to vote approval of each periodic payment, final payment or retainage monies, in which instance, the amount due and approved may be paid during the Borough Council's subsequent payment cycle.** Billing is deemed approved and certified 20 days after the Borough has received it unless the amount withheld and its reasons for withholding payment.

Any contractor not paid may, after providing seven calendar days' written notice to the Borough, suspend performance of a construction contract without penalty for breach of contract but only: (1) until payment is made, if the contractor is not paid; (2) if the contractor is not provided a written statement of the amount withheld; and (3) the Borough is not engaged in a good faith effort to resolve the reason for withholding. If this contract involved the improvement of structures, any disputes regarding whether a party has failed to make payments pursuant to this section may be submitted by the Borough of Oceanport to a process of alternative dispute resolution in a forum selected by the Borough of Oceanport, or, in the alternative, Borough of Oceanport may elect to submit to the court for adjudication. Alternative dispute resolution

BID DOCUMENT SUBMISSION CHECKLIST

Borough of Oceanport, Monmouth County, NJ
(Name of Local Contracting Unit)

COURT REFURBISHING FOR PICKLEBALL COURTS — OPB-172
(Name of Construction/Public Works Project) — *(Project or Bid Number)*

A. Failure to submit the following documents is a mandatory cause of the bid to be rejected. (N.J.S.A. 40A:11-23.2)

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's initials)
X	A bid guarantee as required by N.J.S.A. 40A:11-21	MS
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	MS
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	MS
	A list of subcontractors as required by N.J.S.A. 40A:11-16	MS
X	Bidder's acknowledgment of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document(s)	MS
X	Disclosure of Investment Activities in Iran as required by N.J.S.A 40A:11-2.1	MS

B. Failure to submit the following documents may be cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)

Required with Submission of Bid with Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's initials)
	A Financial Statement prepared within the last twelve months	
X	Consent of Surety as to a Labor and Material Payment Bond	MS
	Statement of compliance with N.J.S.A. 45:14C-2(h) (licensed master plumber)	
X	Experience Statement	MS
X	Bidders to Visit Site	MS
X	Public Works Contractor Registration & Business Registration Mandatory Certification	MS

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted (Bidder's initials)
X	Consent of surety as to maintenance bond as required by N.J.S.A. 40A:11-16.3b	MS
X	Submission of a Non-Collusion Affidavit (this form must be Notarized)	MS
X	Certification of Bidder showing that Bidder owns, leases or controls necessary equipment	MS
X	Exhibit B - Acknowledgement Form	MS
X	Election Contributions Disclosure Notification Acknowledgement Form	MS
X	Business Registration Act – Registration Form	MS

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: Shore Top Construction Corp.

By Authorized Representative:

Signature: [signature]

Print Name and Title: Michael Smith, President

Date: 6/2/21

COURT REFURBISHING FOR PICKLEBALL COURTS

BASE BID

Borough of Oceanport
Monmouth County, New Jersey

ITEM 1 PICKLEBALL COURT NET AND POSTS (2 POSTS PER NET)

5 UNITS $ 3000.00 Per UNIT

$ three thousand dollars
Write Unit Price

$ 15,000.00 Total

ITEM 2 BLACK VINYL CHAIN LINK FENCE, 6' HIGH

360 L.F. $ 40.00 Per LINEAR FOOT

$ forty dollars
Write Unit Price

$ 14,400.00 Total

ITEM 3 SINGLE GATE, 4' WIDE, BLACK VINYL CHAIN LINK FENCE, 6' HIGH

3 UNITS $ 7000.00 Per UNIT

$ seven thousand dollars
Write Unit Price

$ 21,000.00 Total

ITEM 4 CRACK REPAIR AND COLOR COATING

1 L.S. $ 65,000.00 Per LUMP SUM

$ sixty five thousand
Write Unit Price

$ 65,000.00 Total

ITEM 5 PICKLEBALL COURT STRIPING, 2" WIDE

1,000 L.F. $ 2.00 Per LINEAR FOOT

$ two dollars
Write Unit Price

$ 2000.00 Total

TOTAL AMOUNT **BASE BID** (ITEMS 1 THROUGH 5)

$ 105,400.00

WRITE TOTAL AMOUNT **BASE BID** (ITEMS 1 THROUGH 5):

One hundred five thousand four hundred dollars

PAYMENT PROCEDURES FOR CONSTRUCTION CONTRACTS

Pursuant to P.L. 199, Chapter 133 (C.2A:30A-1), payment of construction contracts to prime contractors requires approval by the BOROUGH Council of the Borough of Oceanport once submitted and reviewed for compliance and certifications by the responsible department(s). Once approval and certification are obtained by the prime contractor through the Borough, said contractor is entitled to the payment not more than 30 calendar days after the periodic billing date specified in the contract, **except that a contractor will not be paid by the Borough of Oceanport within that 30 day period if the Borough of Oceanport Council is required to vote approval of each periodic payment, final payment or retainage monies, in which instance, the amount due and approved may be paid during the Borough Council's subsequent payment cycle.** Billing is deemed approved and certified 20 days after the Borough has received it unless the amount withheld and its reasons for withholding payment.

Any contractor not paid may, after providing seven calendar days' written notice to the Borough, suspend performance of a construction contract without penalty for breach of contract but only: (1) until payment is made, if the contractor is not paid; (2) if the contractor is not provided a written statement of the amount withheld; and (3) the Borough is not engaged in a good faith effort to resolve the reason for withholding. If this contract involved the improvement of structures, any disputes regarding whether a party has failed to make payments pursuant to this section may be submitted by the Borough of Oceanport to a process of alternative dispute resolution in a forum selected by the Borough of Oceanport, or, in the alternative, Borough of Oceanport may elect to submit to the court for adjudication. Alternative dispute resolution

RESOLUTION OF THE BOROUGH OF OCEANPORT REJECTING ALL BIDS FOR THE LANDSCAPE MAINTENANCE PROGRAM

Resolution #2021-124
06/17/21

WHEREAS, the Borough of Oceanport authorized the receipt of bids for the Landscape Maintenance Program; and

WHEREAS, two (2) bids were received on June 2, 2021; and

WHEREAS, N.J.S.A. 40A:11-13.2(c) states said rejection is just cause to reject all bids received for the Pickleball Courts Refurbishment Project at Blackberry Bay Park; and

WHEREAS, it is the desire of the Borough to reject all bids received on June 2, 2021 because the governing body has decided to abandon the project for provision or performance of the goods or services and provide said services through the department of public works,

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport in the County of Monmouth, State of New Jersey that the Borough of Oceanport does hereby rejects all bids received for the Landscape Maintenance Program for the reasons set forth in this Resolution.

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized to return the bid security to all bidders.

BE IT FURTHER RESOLVED that certified copies of this Resolution be provided by the Borough Clerk to each of the following:

A) Borough Engineer
B) Chief Financial Officer/Purchasing Agent
C) All rejected bidders as follows:

1. On Site Landscape Management
   PO Box 294
   Millstone, NJ 08535

2. Custom Care Services
   2817 Williamsburg Drive
   Wall, NJ 07719

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING USE OF BOROUGH ATHLETIC FACILITIES

Resolution #2021-125
06/17/21

WHEREAS, the Parks and Recreation Committee has recommended the following group(s) be approved for use of a Borough athletic facility for the purposes as indicated on application(s) as follows:

LAX Kids, Blackberry Bay Park Back Field NE of Pavilion

WHEREAS, as required by ordinance the Borough Council has considered the recommendations of said committee.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council that facility usage by the above referenced organizations is hereby granted for the dates, fields and times as reviewed and approved by the Recreation Committee.

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING AN INTER-LOCAL AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND THE OCEANPORT BOARD OF EDUCATION FOR GROUNDS MAINTENANCE AND SNOW PLOWING

Resolution #2021-126
06/17/21

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 was June 30, 2020 and was extended one year to June 30, 2021; and

WHEREAS, the Oceanport Board of Education is desirous of continuing a shared services agreement with the Borough of Oceanport for a period of one year beginning July 1, 2021 for an amount not to exceed $40,000.00;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Oceanport hereby authorizes the Mayor and Borough Clerk to execute a 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 shall be for a period of one year beginning July 1, 2021 and expiring on June 30, 2022
2. The annual rate for the services shall be $40,000.00.
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, Public Works Superintendent 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 17th day of June 2021, 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 an interlocal services agreement with the Oceanport Board of Education as follows:

1. The Borough shall provide for lawn mowing and snow plowing, with the exception of walkways, on school properties for a cost of $40,000.00 annually with one payment due July 1st and the second payment due January 1st of each year.

2. This Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 and shall be renewable for one year thereafter at the discretion of the parties.

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 say and year written above.

ATTEST:

Jeanne Smith Municipal Clerk	John F. Coffey, II Mayor
Date:	Date:
Board Secretary	Oceanport Board of Education
Date:	Date:

BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES ● MAY 6, 2021

Workshop	**REMOTE/VIRTUAL**	**7:00 PM**

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

I. **Meeting Called to Order:** Mayor Coffey called the meeting to order at 7:00 PM

II. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 13, 2021 of this virtual/remote meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site. 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 attendees and members of the Council in the flag salute.

IV. **Invocation:** Borough and Police Chaplain Stacy Deerin presented a special request for prayers for Chief Michael Kelly for his participation in the police Unity Tour 25th Anniversary which raises awareness of officers that have died in the line of duty and 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	7:36 PM
Michael O'Brien	Councilman	Remote	
Thomas Tvrdik	Councilman	Remote	
Meghan Walker	Councilwoman	Remote	
Jeanne Smith	Borough Clerk	Present	
Scott Arnette	Board Attorney	Remote	
Donna M. Phelps	Borough Administrator	Remote	

VI. **PUBLIC HEARING - GUEST ROBERT CLIFTON, COMCAST:**

PUBLIC HEARING FOR MUNICIPAL CONSENT TO COMCAST OF MONMOUTH COUNTY LLC FOR RENEWAL OF FRANCHISE AGREEMENT TO OPERATE CABLE TV AND CABLE COMMUNICIATION SYSTEMS WITHIN THE BOROUGH OF OCEANPORT which was opened on a motion by Councilwoman Walker, seconded by Council President O'Brien and approved by Council.

Comcast Representative Robert Clifton appeared and gave brief statement explaining the process for renewal of the franchise agreement with the Borough; the current agreement expires on July 23, 2021 and in order for Comcast to continue operating in the Borough they require a new certificate of approval which is issued by the Board of Public Utilities after municipal consent is given and application deemed compliant with state and federal requirements. Upon close of the public hearing, the town would issue a consent ordinance or a resolution of denial. Comcast will prepare a proposal for the governing body's review and the ordinance would grant a right of way agreement. He reviewed the four criteria for consideration – compliance with terms of existing franchise, has service been reasonable, does the operator have financial, legal and technical ability to provide services. The municipality cannot judge based on rates and channel lineup.

Mayor Coffey asked Mr. Clifton about provision of a local access channel for the new municipal building. Mr. Clifton responded that they work with Verizon to interconnect so that the channel is seen in all homes in the community whether Verizon or Comcast. Mayor Coffey asked if they would also provide a 2nd drop for the School Board. Mr. Clifton advised he would have technical look at that and get back to them. Mr. Clifton added that they have their easement paperwork in with FMERA for the new buildings in order to provide service there. Mayor Coffey also asked about the last renewal included a technology grant and would that be available again. Mr. Clifton responded yes, the grant would be used to enhance or upgrade the Borough's government access programming and he will include that in the draft proposal. Mayor Coffey said the last ordinance provided for cable television services at no cost for police, borough, dpw, oem and library. Mr. Clifton answered they have no issue maintaining that provision of services and understands they will need to be relocated.

PUBLIC HEARING: Mayor Coffey opened the meeting to the public and provided the participation details.

Ms. Smith asked if they would provide internet service to event sign and 2 other locations. Mr. Clifton answered they don't provide free internet service but they would provide internet to the site. Mayor Coffey commented the technology grant could be used for that – something to explore further.

As there was no one from the public and no other questions, Mayor Coffey closed the public hearing on a motion by Councilwoman Walker and seconded by Councilman Gallo and approved by Council.

VII. **OEM Report - Update on Fish Kill Issue:** OEM Director Buzz Baldanza provided an update on the efforts for the fish cleanup, actions being taken by neighboring Long Branch, best approach would be regional to avoid tidal flows moving to opposite shorelines, recommended equipment options to suck fish off ground, expensive proposition. Senator Gopal is working on obtaining state funding to cover some costs. Cleanup expected to start as early as Monday.

VIII. **RESOLUTIONS:**

#2021-94BL Resolution authorizing payment of BILL LIST for May 6, 2021

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

#2021-95 Resolution appointing Steven Briskey as Superintendent of Public Works

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

#2021-96 Resolution authorizing application to Body-Worn Camera Grant Program

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

IX. **Administrator's Report:** Ms. Phelps reported included updates on meetings with Seniors regarding renovations to Old Wharf House, she has met with Architect for recommended changes – both bathrooms have ADA issues, kitchen needs cosmetic, floors need to be replaced as well as back deck; Iamello is working on bid specs and she would like to take action at the next meeting to award Iamello a contract; DEP notice that green acres funding available – possibly for Maria Gatta Park, review shows that Borough may be eligible but she will talk to Mr. White further about it; update on sports wagering funds - $80,572 remaining from 2019, $157,694 for 2020 and $147,360 for 2021 – unofficial #s, applications for use of the funding open June 15th and due September 15th; local recreation improvement grant was looked into further after last meeting – very competitive, requires a local match, analysis of open space trust shows commitments for several projects and deadline is May 24th for application submittal and she is unsure if the Borough has the resources available for this year but happy to look into it further but seems it may be difficult; provided update on FEMA project worksheets pending for tropical storm but delays being experienced as the state has changed the submittal portal and there has been a learning curve but hopes to have that submitted next week; also procuring furniture for the new court room not part of the bid package; efforts continue to resolve issues in order to get meetings started.

Mayor Coffey stated for the record that Councilman Keeshen arrived at 7:36 PM.

X. Clerk's Report:

1. Annual Financial Disclosure Statements – gave a reminder to those still needing to submit
2. Resolution authorizing release of performance guarantee to AcuteCare Health Systems – Discussed request from the developer to have the maintenance bond waived and receive a full release of their cash bond on file – site has been completed for more than 2 years for majority of site and the Borough Engineer has supplemented his bond letter with an email in support of waiving the maintenance bond requirement to which there were no objections.

Regular Meeting Items:

1. Resolution authorizing Tax Sale Redemption #18-00009
2. Resolution authorizing permit for Facility Use - Speed Camp/Our Team Fitness
3. Resolution authorizing permits for Facility Use - Spring 2021
4. Resolution affirming pay differential for Officer Petrucelli
5. Resolution awarding contract to Colliers Engineering - 2022 CDBG Application
6. Approval of Fire Department Membership, Patrick W. McSorley
7. Receipt & Acceptance of Minutes, Historical Committee, March 25, 2021
8. Receipt & Acceptance of Minutes, Parks & Recreation Committee, 02/10/2021
9. Mayor & Council - Workshop - Mar 4, 2021 7:00 PM
10. Mayor & Council - Regular Meeting - Mar 18, 2021 7:00 PM
11. Mayor & Council - Workshop - Apr 1, 2021 7:00 PM
12. Mayor & Council - Regular Meeting - Apr 15, 2021 7:00 PM

Ms. Smith reported that she was in receipt of tax levy certification for Shore Regional School District and would distribute. She also presented request by Oceanport Garden Club to begin using the BBB Pavilion for their meetings subject to COVID requirements. Thanked Councilman Tvrdik for his assistance with the COVID requirement forms. Additional items for regular meeting for Special Events to be added. As there were no questions on the regular meeting items they were moved forward.

XI. Discussion Items:

1. Zoning & Cannabis Legalization - Kendra Lelie, Borough Planer

   Introduction of an Ordinance Prohibiting Any Class of Cannabis Business

   Ms. Lelie provided a brief explanation of the recent legislation and the need for municipalities to adopt new cannabis regulations as previous ones were nulled by the recent legislation. Mayor Coffey stated they have a model ordinance and recommended introduction at next meeting in order to adopt prior to the State's deadline to which there were no objections. Council President O'Brien asked with this ordinance the Borough would continue to prohibit use and production of cannabis in the borough's boundaries and was told yes. Councilwoman Walker asked about medical dispensary. Mayor Coffey answered this was for recreational but that in time expected medical to be done through local pharmacies.
2. Facility/Field Use Permits, Borough Clerk

   Ms. Smith revisited previous discussions on the facility use ordinance last done in 2007-2008; advised that there are additional uses and requests coming in besides games, practices, camps and while the ordinance does provide for other uses it does not provide for charging a fee; also would like to revisit the process for approval which limits filling unused fields with short notice. She requested the opportunity to provide a summary of the ordinance and meet with the Council Committee for parks and recreation to discuss further possible amendments to improve the ordinance. Councilman Deerin commented that sounded fine. Mayor Coffey commented that the process does need to provide a faster response time and be able to put up on website in real time. Mayor Coffey asked Councilman Deerin if there was an issue during Recreation meetings on the applications. Councilman Deerin answered usually its about scheduling conflicts. With no objections, Ms. Smith will provide a highlight of the code to the Administrator for a meeting to be set up.

3. Resolution amending the Borough's Dress Code Policy

   Mayor Coffey reviewed the policy concerning tattoos and proposed amendment to permit tattoos with some exceptions. As there were no objections the resolution was moved forward to the regular meeting for action.

4. Resolution authorizing purchase of body cam equipment for the police department

   Mayor Coffey acknowledged Chief Kelly who provided a summary of the recent law that mandates the use of body cams by every uniformed police officer in the State. The State is providing a reimbursement grant to cover the costs which he has made the application for, reviewed the costs, the necessary equipment, storage, redaction software, etc. The body cameras will make it easier for the officer's to do their jobs and do provide a measure of transparency that was limited by vehicle cameras. The grant program is 5-years and provides for growth in the department with 15 being purchased initially with a total of 19 for the grant period. Equipment eligible for warranties and replacements. Councilman Gallo asked who performs the redacting. Chief Kelly answered it would be determined by the video depending on if its an internal affairs matter, OPRA and if it needs review by the Attorney General. Councilman Deerin asked all cars have video cameras. Chief Kelly answered, yes, though antiquated, they are all working.

5. Resolution authorizing mailing of 3rd QTR Estimated Tax Bills

   Councilman O'Brien stated the State had advised that they have not assigned a budget reviewer and may not be able to adopt the budget which would then necessitate a delay in the tax rate and the need to mail estimated tax bills. There was discussion regarding inclusion of an explanation letter with the estimated tax bills to minimize calls and confusion by the taxpayers. Important that the letter explains the adjustment that will happen in the 4th quarter.

6. Resolution authorizing competitive contracting for grounds maintenance

   Ms. Phelps led discussion on the direction given last meeting to prepare an RFP for the lawn cutting work by Ms. LaPorta and Ms. Smith; question as to whether or not the service would be brought back in-house; cutting currently being done by Custom Care month to month who no longer has State contract and will exceed the pay to play threshold this month; the need for new DPW superintendent to have time to evaluate the ability of DPW to do the work; investigate if there is a State contract; RFP versus bidding and the time constraints associated with each, consensus was to issue a bid notice for the June workshop meeting to have various options available to the Council; DPW will be asked to prepare a report of the number of hours estimated to do the work in-house; Ms. Phelps will reach out to Custom Care to see if they would provide cost on a weekly basis to stop at threshold of $17,500.

7. Participation in Passaic County Co-Op, Borough Administrator

   Ms. Phelps advised that the Borough has used GovDeals in the past for auctions who no longer has the State contract, they are part of the Passaic County Co-Op but would need to pass resolution to join; discussion included what vendor has the State contract; was there any savings if using State contract; no downside to joining the co-op as an option – no objections.

8. Governor's Order Concerning Summer Camps, Mayor Coffey

   Mayor Coffey reviewed the Governor's order which opens summer camps but places the obligation on the municipality to enforce the Youth Summer Camp Standards Guidelines, 12 pages long; the impracticality of setting up a compliant program in such a short time period and ultimately the decision remains unchanged that no Action Camp for this year. USA Sports will provide the alternative camp.

9. Maria Gatta Park Improvements

   Council President O'Brien described proposed conceptual plan to install synthetic turf fields at Gatta Park, source of revenue, enhances the town and property values, benefits the local businesses and will have a positive impact on the Monmouth Park Racetrack and centrally located with ease of access. Improvements will increase usability of the park, would include a storage facility, parking, restroom and possible a playground. The next step would be to submit to the

Recreation Committee for their review. Councilman Tvrdik asked about lighting of the fields. Councilman O'Brien responded informal quotes were obtained estimating it at $600,000. Lighting does expand the hours the park can be used. Councilman Gallo asked if the parking was sufficient for 3 fields going at the same time. Possibly pursue use of the picnic parking near the train tracks and close the current main entrance. The parking lot would ultimately be gravel with the exception of ADA spaces. It was discussed that the benefits of the project would be beneficial for Monmouth Park and exposure for new customers and may qualify for use of the sports wagering funds and would create a symbiotic relationship among the downtown businesses and Monmouth Park. There would be some impact during development with less fields available but maximize the green space that the Borough has. A conservative analysis shows the that the revenue brought in from use of the fields could potentially self-fund the project in the long-term and provide for its maintenance. Timeline involves review by Rec, design by the engineer, funding sources, possible DEP approvals, review by the Planning Board, but feels once that is all in place, construction is approximately 10 weeks. If lighting isn't in current budget, discussion included design should include groundwork for future installation.

XII. Mayor's Report: Mayor Coffey's reported included fish kill clean up; development of a plan to address pothole issues with DPW.

XIII. Petitions from the Public: Mayor Coffey opened the meeting to the public and provided the participation information. As there was no one from the public, Mayor Coffey closed that portion of the meeting.

Ms. Smith brought up one last item for a request by Little League to use the Pavilion for team pictures. No objections as long as compliance with COVID forms, temperatures; Councilman Tvrdik offered to cover the morning and supplies with Councilman Deerin offering to cover the remainder of the time through to 12 noon – 1PM.

XIV. Executive Session: At 8:48 PM Councilman Deerin made a motion to adopt the resolution to enter Executive Session which was seconded by Councilman Keeshen and received the following roll call.

#2021-97 Resolution authorizing an Executive Session

Personnel Matters - N.J.S.A. 10:4-12(b)(8)

Code Enforcement Staffing

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

At 9:50 pm, the Mayor & Council returned from Executive Session and the regular meeting was reopened on a motion by Councilwoman Walker and seconded by Council President O'Brien and approved by Council.

Motion to Return to Regular Meeting

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

XV. Adjournment: As there was no further business, the meeting was adjourned at 9:54 PM on a motion by Councilman Tvrdik, seconded by Councilman Keeshen and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES ● MAY 20, 2021

Regular Meeting **REMOTE/VIRTUAL** **7:00 PM**

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

I. **Call to Order:** Mayor Coffey called the meeting to order at 7:00 PM

II. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 13, 2021 of this virtual/remote meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site. 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 attendees 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	Departed
Jay Coffey	Mayor	Remote	
William Deerin	Councilman	Absent	
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	
Scott Arnette	Board Attorney	Remote	
Donna M. Phelps	Borough Administrator	Remote	
Catherine D. LaPorta	Chief Financial Officer	Remote	
William Swisher	Borough Auditor	Remote	8:10 PM

VI. **GUEST: FMERA Staff Monthly Update:** Mayor Coffey provided an update which included a presentation of the Open Space Review and Projection for the Oceanport portions of the former Fort; available passive and active open space for each development site; Oceanport's request and effort to procure Greeley Field and Cowan Park; development parcels currently under contract are Allison Hall, Lodging Parcel and Barker Circle; waterfront walkway; progress continues on Squier Hall with planned opening for Fall semester. Mayor advised there has been no response to topic of roads; there will be a microbrewery in the former commissary site which comes with its own unique license apart from the 4 specials assigned to the Borough – two of which are out to bid presently. The microbrewery at the commissary site has requested a letter from the Borough acknowledging there will be outside consumption area as part of the ABC license process to which there was no objection to the Mayor providing same. There was discussion on how that license worked, what would be permitted for the type of use.

VII. **Administrators Report:** Ms. Phelps report included updates on issues with Verizon services and improper charges; investigation by Board of Public Utilities and after 2 years has finally been resolved and reimbursements made to the Borough; Recreation Committee is seeking to start an Instagram account, will involve some legal and public record impacts to be considered but first wanted to discuss with Council; Ms. Smith commented that there are software tools to capture social media for records retention and would look into it; police have an Instagram account and Ms. Phelps will touch base with them to see how they handle it; Clean Communities program and the need to have one clean up this year as part of the Borough's program – the upcoming river cleanup was an eligible event in the future to contribute to and will work them for next year but requested suggestions for ideas for this year; discussed quote provided by Iamello Architects to prepare, design, develop construction documents and bidding for Old Wharf House improvements and asked if action could be taken at the 6/3 workshop in order to move the project along especially in light of material prices increasing in the market with no objections; reported on sign needed to be posted for the use of federal funds at Community Center; advised of issue with vehicles, storage containers and equipment on parts of the Maria Gatta Park funded by green acres and the State has advised that those items need to be removed – she will work with Code Enforcement and police to address; there is also a structure of tree limbs at back of soccer fields that she has spoken with Public Works about its removal; Old Wharf Park had 4 game tables part of green acres funding that were removed but not replaced – vendor that provided was no longer in business, she is working with Recreation to find alternatives such as concrete corn hole, ping pong and welcomed additional ideas; items need to be addressed back to Green Acres by May 31; FEMA awarded grant to Borough for flood mitigation assistance to elevate private structures in 2016 – only 1 of 8 eligible properties responded to participate but failed to meet the required deadlines and provide necessary documentation so the Borough has requested to close the project and be reimbursed for administrative expenses in the amount of $1,700 of which 75% has been received; Tina DeAngelis with Girl Scout troop has asked about installing a little free library box at Blackberry Bay Park – discussed in 2019 by Councilman Deerin – looking to install at the park and would like to know where, she will work with DPW for mark outs for the post, there was discussion on where to place and majority recommended to the right of the tennis courts near the playground.

VIII. Clerk's Report: Ms. Smith reminded that there remains some who need to file their annual financial disclosure; reported on the upcoming primary election – back to 5 polling locations, no longer able to bring a mail in ballot to the polling location and they are in need of poll workers if anyone is interested; bids out for 2 special liquor license sales for Fort Monmouth. Ms. Smith reported on steps being taken to handle archival records at the Old Wharf House, significant number of documents approved for shredding destruction and would like to suggest a mobile shredding service to come and provide additional time for residents to also use the service and provide a Paper Shredding Day for residents only; costs; recycling funds available, overall consensus was great idea and move forward with setting up a Saturday in July. Current OPRA request totals for 2021 are 94 to date and many thanks to Kim Parent for all her help with it.

IX. Consent Agenda:

#2021-97BL	1.	Resolution authorizing payment of BILL LIST
#2021-98	2.	Resolution authorizing Tax Sale Redemption #18-00009
#2021-99	3.	Resolution amending the Borough's Dress Code Policy
#2021-100	4.	Resolution affirming pay differential for Officer Petrucelli
#2021-101	5.	Resolution authorizing permits for Facility Use - Spring 2021
#2021-102	6.	Resolution awarding contract to Colliers Engineering - 2022 CDBG Application
#2021-103	7.	Resolution authorizing permit for Facility Use - Speed Camp/Our Team Fitness
#2021-104	8.	Resolution authorizing mailing of 3rd QTR Estimated Tax Bills
#2021-105	9.	Resolution authorizing purchase of body cam equipment for the police department
#2021-106	10.	Resolution approving Special Event Permit for Residents of Horicon Ave for a Block Party
#2021-107	11.	Resolution authorizing Special Event permit for Oceanport PTO Summer Blast Event
	12.	Approval of Fire Department Membership, Patrick W. McSorley
	13.	Receipt & Acceptance of Minutes, Parks & Recreation Committee, 03/10/2021
	14.	Receipt & Acceptance of Minutes, Historical Committee, March 25, 2021
	15.	Receipt & Acceptance of Minutes, Parks & Recreation Committee, 02/10/2021

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

X. Minutes:

1. Mayor & Council - Workshop - Mar 4, 2021 7:00 PM

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

2. Mayor & Council - Regular Meeting - Mar 18, 2021 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Richard Gallo, Councilman
SECONDER:	Michael O'Brien, Councilman
AYES:	Gallo, Keeshen, O'Brien, Tvrdik, Walker
ABSENT:	Deerin

3. Mayor & Council - Workshop - Apr 1, 2021 7:00 PM

RESULT:	**ACCEPTED [3 TO 0]**
MOVER:	Richard Gallo, Councilman
SECONDER:	Thomas Tvrdik, Councilman
AYES:	Gallo, O'Brien, Tvrdik
ABSTAIN:	Keeshen, Walker
ABSENT:	Deerin

4. Mayor & Council - Regular Meeting - Apr 15, 2021 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Michael O'Brien, Councilman
SECONDER:	Richard Gallo, Councilman
AYES:	Gallo, Keeshen, O'Brien, Tvrdik, Walker
ABSENT:	Deerin

XI. Resolutions:

#2021-108 Resolution authorizing release of performance guarantee to AcuteCare Health Systems

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

#2021-109 Resolution authorizing an emergency temporary appropriation – WITHDRAWN on a motion by Council President O'Brien and second by Councilwoman Walker and approved by Council.

#2021-110 Resolution authorizing participation in Passaic County Cooperative

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

#2021-111 Resolution reassignment of Code Enforcement Duties & Obligations

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

#2021-112 Resolution confirming appointments of SLEO II to the Police Department

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

XII. First Reading Ordinances:

#1039 Introduction of an Ordinance Prohibiting Any Class of Cannabis Business

Councilman Tvrdik called for the introduction of "**AN ORDINANCE BY BOROUGH OF OCEANPORT IN COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROHIBITING THE OPERATION OF ANY CLASS OF CANNABIS BUSINESSES WITHIN ITS GEOGRAPHICAL BOUNDARIES AND AMENDING CHAPTER 390 OF THE CODE OF THE BOROUGH OF OCEANPORT**" and then asked the Clerk to read the proposed ordinance by title only, after which Councilman Tvrdik moved to approve the Ordinance upon first reading and to hold the public hearing on the proposed ordinance at the Council meeting of June 17, 2021 and to advertise same in accordance with the law, which was seconded by Councilman Deerin.

RESULT:	**APPROVED OF FIRST READING [UNANIMOUS]**	**Next: 6/17/2021 7:00 PM**
MOVER:	Thomas Tvrdik, Councilman	
SECONDER:	Michael O'Brien, Councilman	
AYES:	Gallo, Keeshen, O'Brien, Tvrdik, Walker	
ABSENT:	Deerin	

XIII. 2021 MUNICIPAL BUDGET:

#1037 Ordinance Establishing a CAP Bank for CY2021

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance amending liquor license fees and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only. "**AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS FOR 2021 CALENDAR YEAR**" was published one time in the Two River Times on April 29, 2021.

PUBLIC HEARING: Mayor Coffey opened the meeting for public comment for this ordinance and gave the means by which to participate. As no one from the public presented to be heard, the public hearing was closed on a motion by Council President O'Brien and seconded by Councilman Keeshen.

Councilman Tvrdik made a motion to adopt the ordinance and advertise in accordance with law, which was seconded by Council President O'Brien.

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

2. OPEN PUBLIC HEARING - 2021 INTRODUCED MUNICIPAL BUDGET

The public hearing on the 2021 Introduced municipal budget was opened on a motion by Council President O'Brien, seconded by Councilman Keeshen and approved by Council. Mayor Coffey provided the participation details.

3. CLOSE PUBLIC HEARING - 2021 INTRODUCED MUNICIPAL BUDGET

As no one from the public presented, Mayor Coffey closed the public hearing on a motion by Councilman Gallo, second by Council President O'Brien and approved by the Council.

#2021-113 Resolution amending the 2021 municipal budget

Ms. LaPorta briefly explained the purpose of the amendment was to cover expenses to clean up the waterways for the fish kill, it is anticipated that the Borough will be reimbursed, but in the meantime needed to provide for the appropriation. It results in no net impact to the taxpayers and is being funded with surplus.

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

#2021-114 Resolution Adopting the 2021 Municipal Budget as Amended *- Added*

Ms. Smith advised that this had been added late and confirmed that members of Council had an opportunity to review and that the resolution had been posted for public inspection. Ms. LaPorta explained that the State had not assigned a budget examiner until earlier that day, she and the auditor responded and addressed questions and subsequently the State granted permission to proceed with adoption.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Michael O'Brien, Councilman
SECONDER:	Meghan Walker, Councilwoman
AYES:	Gallo, Keeshen, O'Brien, Tvrdik, Walker
ABSENT:	Deerin

#1038 2021 Capital Bond Ordinance

Councilman Tvrdik called for the 2nd reading and Public Hearing of an ordinance amending liquor license fees and asked the Clerk to read the affidavit of publication of the proposed ordinance by title only. "**BOND ORDINANCE PROVIDING FOR VARIOUS 2021 GENERAL CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING $2,252,500 THEREFOR (INCLUDING A GRANT FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF $150,000) AND AUTHORIZING THE ISSUANCE OF $2,157,380 BONDS OR NOTES TO FINANCE PART OF THE COST THEREOF**" was published one time in the Two River Times on April 29, 2021.

PUBLIC HEARING: Mayor Coffey opened the meeting for public comment for this ordinance and gave the means by which to participate. As no one from the public presented to be heard, the public hearing was closed on a motion by Councilman Gallo and seconded by Council President O'Brien.

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:	Gallo, Keeshen, O'Brien, Tvrdik, Walker
ABSENT:	Deerin

Mr. Swisher exited the meeting at 8:00 PM

XIV. Committee Reports:

1. Councilman Deerin, Parks and Recreation - Absent
2. Councilman Gallo, Public Works and Engineering – Reported on items including the completed paving of Main Street over the 3 year project; Bridgewaters Drive paving completed; 2020 Road Program should be completed within the next couple weeks including Turf Drive, Ithaca, Winhar, Genesse, Blackberry Drive, Mohawk Ave. Also, with the passing of the capital budget, there is a large program for next year that will include all of Gooseneck Point and Shore Road, Fairfield, Pocano, Pemberton Ave.

   Councilman Tvrdik commented that because of roadwork some recycling/trash did not get picked up today but garbage contractor would pickup tomorrow.

3. Councilman Keeshen, Public Safety – Reported water company is aiding mains and there will be new hydrants in town for fire department use; police department continues to urge residents to lock homes and cars; First Aid is seeking new members for EMTs and first responders; OEM has begun preparing for hurricane season.
4. Councilman O'Brien, Finance and Administration – Reported that estimated tax bills will be sent out for 3rd quarter; final payment schedule once tax rate set; recognized Ms. LaPorta for her hard work on completing the budget; also acknowledged and thanked Ms. Phelps, Ms. Smith, Chief Kelly, Chief Van Brunt, Buzz Baldanza and Fred Filippone. Lastly reminded everyone to be mindful of speeding in the neighborhoods and to stay off cell phones with the good weather and increased outdoor activities.
5. Councilman Tvrdik, Planning and Development Liaison – Reported on Planning Board business, thanked all the members for their volunteering, extra hours and reviews for major site plans including Allison Hall complex recent approval; phase one of the commissary approval with warehouse and post office parcel redevelopment details under review.
6. Councilwoman Walker, Health and Human Services Liaison – Reported on the shoreline clean up from the fish kill, efforts for cleanup of more than 6,000 lbs of dead fish, thanks to Tom Tvrdik, Dave Gruskos and Donna Phelps for their efforts to make the clean up a success; updates on schools – proms and graduations and back to normal in the fall.

XV. Mayor Coffey's Report: Mayor Coffey reported on items including details for the upcoming Memorial Day Parade with Grand Marshal Al DeSantis; and in light of the lifting of COVID restrictions there would be a commemorative service held at the new municipal complex with monuments and ceremonies; important to acknowledge those that have lost their lives in service. Mayor Coffey also provided details on a community river cleanup being coordinated by resident Chris Macioch and thanks to the fish cleanup would be able to get to the garbage that accumulates over the winter; West Long Branch is looking to re-engage a Bocci ball tournament and suggested inviting them for a return match with "Mr. Eagle" at mini-golf (Councilman O'Brien). Provided details on a charity event paddling from Oceanport to Manhattan and looking for sponsors to raise money for good causes. Next issue likely to be addressed is cleaning up of large amounts of dead seaweed.

#2021-115 Resolution appointments to Boards & Committees, Recreation

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

XVI. Petitions from the public: Mayor Coffey opened the meeting to the public and provided the participation information.

Ms. Smith read comment submitted by Annie DiDomenico thanking everyone for their dedication and efforts for making Oceanport a great place to raise a family.

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

XVII. Adjournment: As there was no further business, the meeting was adjourned at 8:21 PM on a motion by Council President O'Brien, seconded by Councilman Gallo and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT AWARDING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES TO MASER CONSULTING FOR THE 2021 ROAD PROGRAM

Resolution #2021-127
06/17/21

WHEREAS, the Borough of Oceanport is a duly organized Municipal Corporation (hereinafter referred to as "Borough") having principal offices at 910 Oceanport Way, Oceanport, New Jersey 07757; and

WHEREAS, there is a need for the Borough to obtain engineering services for the 2021 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, Colliers Engineering & Design has submitted a proposal dated June 3, 2021 in the amount of $297,750.00 and having considered the matter, the Borough now wishes to authorize the Borough Engineer, Colliers Engineering & Design to perform the engineering services for the 2021 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 now known as Colliers Engineering & Design as Borough Engineer for 2021 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 2021 Road Program
2. That the compensation associated with the proposal shall not exceed $297,750.00
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 Two River Times 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 #1038, not to exceed $297,750.00 for the above referenced professional services contract.

Catherine D. LaPorta

Catherine D. LaPorta, CFO

331 Newman Springs Road Suite 203 Red Bank New Jersey 07701
Main: 732 383 1950 ext 3452

Colliers
Engineering & Design

June 3, 2021

VIA EMAIL

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

Proposal for Professional Services
2021 Road Program
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Proposal No.: OPB-0176P

Dear Mayor and Council Members,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) is pleased to submit this proposal for professional engineering, surveying and construction observation services associated with the rehabilitation of the following Roadway Improvements:

Street	**Improvement Limits**
Comanche Drive Phase 2	Mohican Avenue to Genesse Avenue
Shore Road	Entire Road
Gooseneck Point Road	Entire Road
Fairfield Avenue	Entire Road
Pocano Avenue	Comanche Drive to eastern terminus
Seawaneka Avenue	Northern section
Pemberton Avenue	Oceanport Avenue to E. Main Street

This proposal is divided into four sections as follows:

Section I – Scope of Services
Section II – Business Terms and Conditions
Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
Section IV – Client Contract Authorization

The order in which the following scope of services 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 Colliers Engineering & Design (CED) to meet project schedules.

Section I – Scope of Services

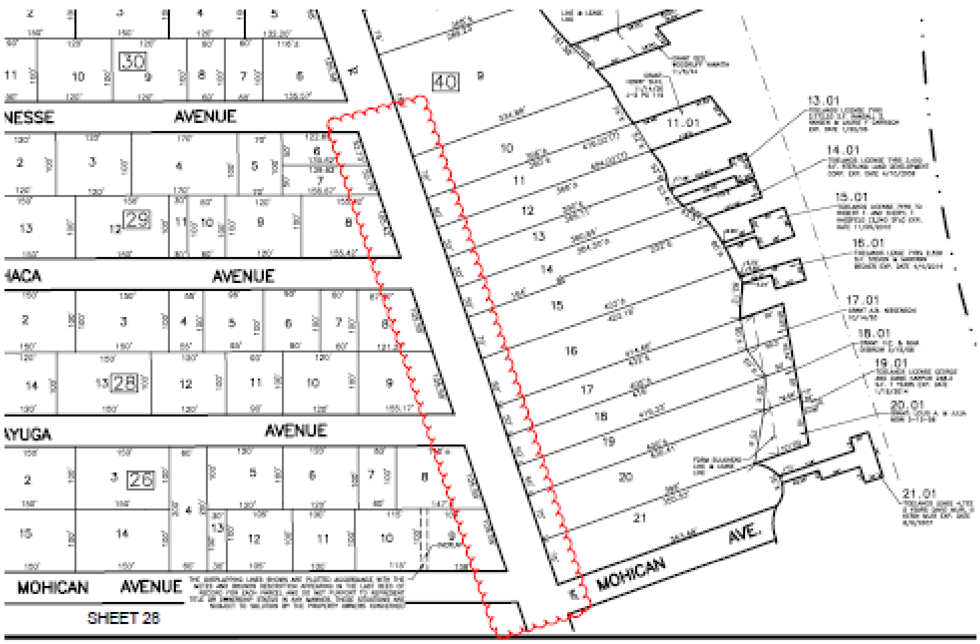
Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 TOPOGRAPHIC SURVEY AND BASE MAP PREPARATION

Comanche Drive

CED will perform a roadway topographic survey of a portion of Comanche Drive (70' wide per tax map) in the Borough of Oceanport, Monmouth County, NJ, for a total length of approximately 800 feet.

Survey Limits



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).

We will also locate visible physical features within the survey limits, 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

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utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by CED 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.

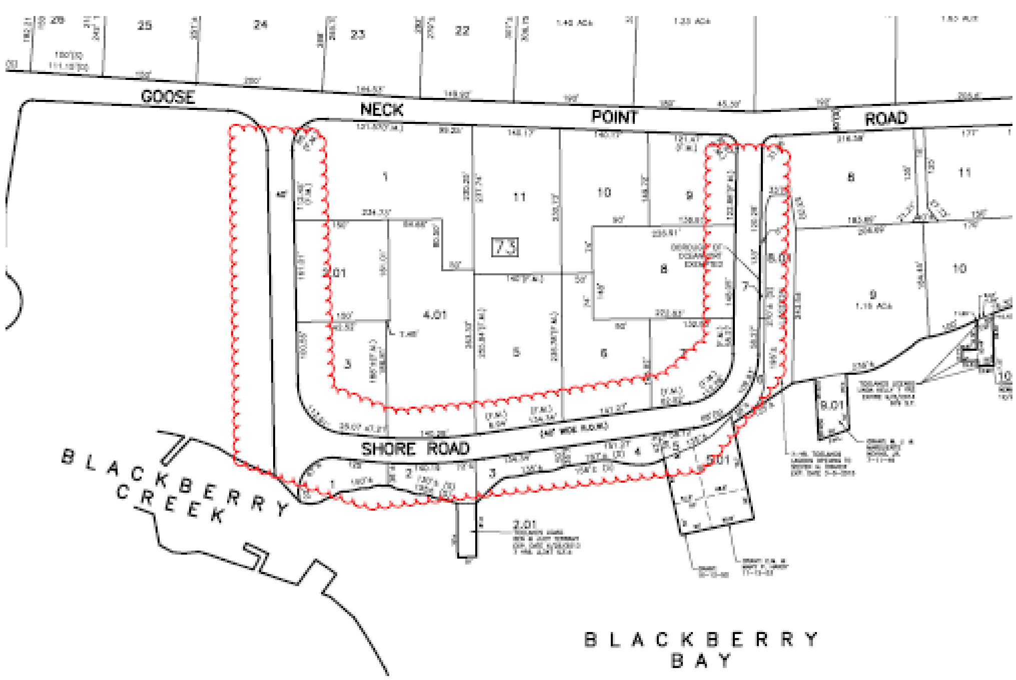
The topographical mapping will depict spot elevations and contours at a one-foot contour interval. Vertical data will be tied into National Geodetic Survey Control and will be relative to NAVD 1988. The topographic survey will be tied to NAD 1983.

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.).

Shore Road

CED will perform a roadway topographic survey of a portion of Shore Road (40' wide per tax map) in the Borough of Oceanport, Monmouth County, NJ, for a total length of approximately 1,600 feet.

Survey Limits



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). Roadway cross-sections will extend to 30' – 40' beyond the road right-of-way in both directions.

We will also locate visible physical features within the survey limits, 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 CED 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.

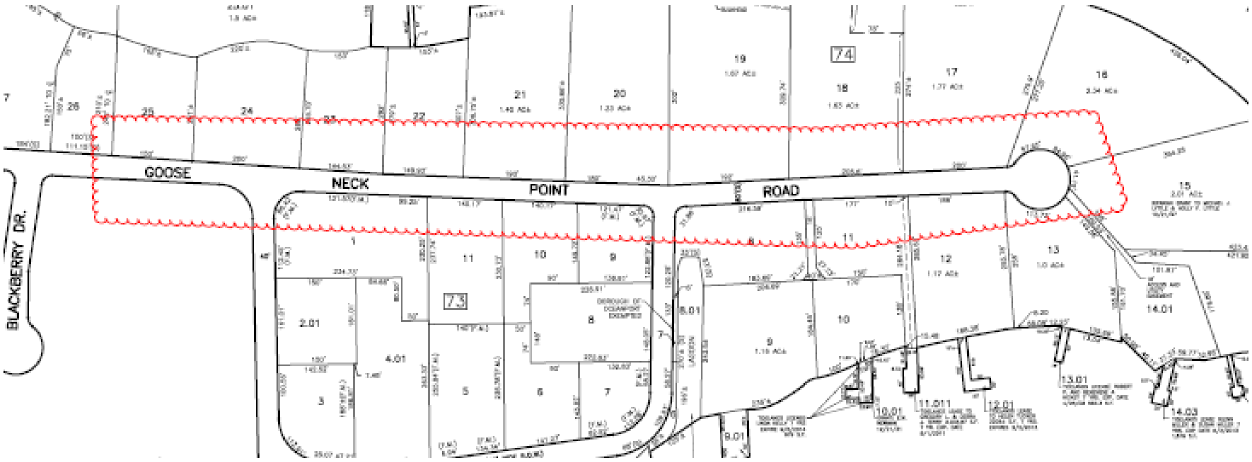
The topographical mapping will depict spot elevations and contours at a one-foot contour interval. Vertical data will be tied into National Geodetic Survey Control and will be relative to NAVD 1988. The topographic survey will be tied to NAD 1983.

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.).

Goose Neck Point Road

CED will perform a roadway topographic survey of a portion of Gooseneck Point Road (60' wide per tax map) in the Borough of Oceanport, Monmouth County, NJ, for a total length of approximately 1,800 feet.

Survey Limits



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).

We will also locate visible physical features within the survey limits, 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 CED 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.).

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The remaining roadways 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 **$35,500.00**

PHASE 2.0 CONSTRUCTION PLANS/TECHNICAL SPECIFICATIONS

Bid Documents will be prepared for the improvements to the seven (7) roadways listed above.

2.1 CED 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, CED 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 required documentation to the NJDOT for review and approval with regard to the Comanche Drive Phase 2 Improvements.

2.5 Submit plans to utility companies having services within project limits for review and comment.

2.6 Prepare and submit application to Freehold Soil Conservation District for Shore Road and Gooseneck Point Road.

2.7 Furnish one (1) bound copy and a PDF copy of the construction plans and technical specifications to the Borough.

Phase 2.0 – Lump Sum Fee **$96,250.00**

PHASE 3.0 BIDDING SERVICES

During this phase, CED 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 **$3,500.00**

PHASE 4.0 CONSTRUCTION OBSERVATION & ADMINISTRATION

CED will perform construction observation and administration services during the period of the contract. It is anticipated that the contract will have a time period of four (4) 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. CED will check on the Contractor's compliance with the contract documents and provide monthly status reports and recommendations regarding payment applications. The following scope is included in this 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. CED 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. CED 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 **$162,500.00**

Schedule of Fees

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

Phase Name		Fee
Phase 1.0	Topographic Survey and Base Map Preparation	$ 35,500.00
Phase 2.0	Construction Plans/Technical Specifications	$ 96,250.00
Phase 3.0	Bidding Services	$ 3,500.00
	TOTAL FEE FOR PHASES 1.0 THRU 3.0	**$135,250.00**
Phase 4.0	Construction Observation & Administration (Hourly/Estimate)	$162,500.00
	TOTAL FEE FOR PHASES 1.0 THRU 4.0	**$297,750.00**

This Contract and Fee Schedule are based upon the acceptance of CED's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

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 CED are charged to the Borough at cost plus, an up-charge not to exceed 25 percent of the invoice for said work.

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

Section II – Business Terms and Conditions

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

Section III – Rate Schedule

The Rate Schedule is on file with the Borough.

Borough Obligations

1. The Borough shall provide CED 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.

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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. Alternatively, please provide a copy of a Municipal Resolution or Purchase Order approving this proposal, which shall constitute authorization. This proposal is valid until July 23, 2021.

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

Sincerely,

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

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

WHW/dmm

cc: Donna Phelps, Borough Administrator (via email)
Jeanne Smith, RMC, Borough Clerk (via email)

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RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING SUBMITTAL OF A GRANT APPLICATION AND EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE COMANCHE DRIVE IMPROVEMENTS PHASE 3 PROJECT

Resolution #2021-128
06/17/21

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Oceanport formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk and Colliers Engineering & Design are hereby authorized to submit an electronic grant application identified as MA-2022-Comanche Dr Improvements Phase 3-00359 to the New Jersey Department of Transportation on behalf of Borough of Oceanport.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Oceanport and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL ________________________ ____________________
(Clerk) (Mayor)

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING DISPOSAL OF SURPLUS PROPERTY THROUGH ONLINE AUCTION SERVICE GOVDEALS.COM

Resolution #2021-129
06/17/21

WHEREAS, the Borough of Oceanport is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Borough is desirous of selling said surplus property in an “as is” condition without express or implied warranties as listed in Schedule A attached hereto; and

WHEREAS, pursuant with N.J.S.A. 40A:12-13(a), P.L. 2001, c.30 and Local Finance Notice 2008-09, the State of New Jersey permits the sale of surplus property no longer needed for public use through an online auction service,

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that the Borough Administrator is hereby authorized to post an offer to sell each of the items listed on Schedule A, via the auction website www.govdeals.com as follows:

(1) The sale of the surplus property shall be conducted through GovDeals pursuant to Passaic County Cooperative Pricing Agreement #R20210329 in accordance with the terms and conditions of the Contract. The full terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the Borough Clerk.

(2) Auction fees shall be 7.5% of the winning bid amount, but not less than $5.00, paid through proceeds of the sale

(3) The sale will be conducted online through the auction site www.govdeals.com

(4) All shipping arrangements and shipping costs are the responsibility of the buyer. Item pickup location at Borough Hall, 910 Oceanport Way, Oceanport, NJ 07757

(5) Possession shall be within ten (10) business days (excluding holidays) of winning bid and at pickup location.

(6) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.

(7) The Borough of Oceanport reserves the right to accept or reject any bid submitted.

(8) The minimum bid/reserve is listed in Schedule A for each of the items to be auctioned.

SCHEDULE A

DESCRIPTION	VIN #	PLATE #	INVENTORY YEAR	ASSET TAG #	MINIMUM BID RESERVE
2002 GMC Dump Truck	1GDP7H1C72J501204	20928 MG	2018	228	$1,800
2002 GMC Dump Truck	1GDP7H1C92J516108	MG 57853	2018	260	$1,800
1990 INTERNATIONAL CAB	1HTSAZRP7LH255859	MG 73630	2018	219	$625
2000 ODB LEAF VACCUUM/TRAILER	7002965	MG 43712	2020	236	$1,800
2004 Dodge Durango	1D4HB38N74F218666	MG 61449	2018	205	$400
1981 Salisbury International Truck	1HTAA1855EHA20018	MG 57HT	2019	163	$3,000
2005 Ford Crown VIC-Unit #3	2FAFP71W65X175577		2018	540	$400
2014 Ford Sedan-Unit #5	1FAHP2MK93G148433		2018	525	$1,500
2013 Dodge Charger-Unit #9	2C3CDXAG3DH521788		2019	A003	$1,500
2011 Ford Crown Vic	2FABP7BV3BX112596		2019	A002	$500
Dodge Charger Push Bumper					$100
6 Ford Explorer Seats					$22
Fire Coat					$50
Lot of Jewelry					$100
Lot of Bicycles					$40
Trek Bike					$70
Asus Laptop Computer					$200
Sony Laptop Computer					$200
Trilitic Case					$50
Trilitic Multi-Function Cable Analyzer					$200
Child Size Vest					$50
Makita Circular Saw					$50
Ryobi Grinder					$50
Lawn Jockey					$150
6 Hanging Baskets					$20
Bissell Vacuum Cleaner					$50
Clock					$25
Lamp					$25

County of Passaic
Board of County Commissioners

OFFICE OF COUNTY COMMISSIONERS

401 Grand Street
Paterson, New Jersey 07505
Tel: 973-881-4402
Fax: 973-742-3746

Anthony J. De Nova III
Administrator
Matthew P. Jordan, Esq.
County Counsel
Louis E. Imhof, III, RMC
Clerk Of The Board

Director Pasquale "Pat" Lepore
Deputy Director Bruce James
Assad R. Akhter
John W. Bartlett
Theodore O. Best, Jr.
Terry Duffy
Cassandra "Sandi" Lazzara

Public Meeting (Board Meeting)

Date: Apr 13, 2021 - 5:30 PM

Location: County Administration Building
Webex
401 Grand Street
Paterson, NJ 07505

Agenda: RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO GOVDEALS, INC. FOR ONLINE AUCTION SERVICES, PURSUANT TO N.J.S.A. 40A:11-4.1, ET SEQ., ALL AS NOTED IN THE RESOLUTION.

THIS RESOLUTION WAS REQUESTED BY:

REVIEWED BY:

Anthony J. De Nova III
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:

Matthew P. Jordan, Esq.
COUNTY COUNSEL

Administration and Finance
COMMITTEE NAME

Official Resolution#	R20210329
Meeting Date	04/13/2021
Introduced Date	04/13/2021
Adopted Date	04/13/2021
Agenda Item	I-6
CAF #	
Purchase Req. #	
Result	Adopted

COMMISSIONER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.	RECU.
Lepore	✓				✓			
James	✓		✓		✓			
Akhter	✓				✓			
Bartlett	✓				✓			
Best Jr.	✓				✓			
Duffy	✓			✓	✓			
Lazzara	✓				✓			

PRES.= present ABS.= absent
MOVE= moved SEC= seconded
AYE= yes NAY= no ABST.= abstain
RECU.= recuse

Dated: April 15, 2021

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO GOVDEALS, INC. FOR ONLINE AUCTION SERVICES, PURSUANT TO N.J.S.A. 40A:11-4.1, ET SEQ.

WHEREAS, the County of Passaic (hereafter "County") is a body politic and corporate pursuant to N.J.S.A. 40:18-1 and vested with all rights contained therein; and

WHEREAS, pursuant to N.J.S.A. 40:20-1 the Board of County Commissioners of the County of Passaic (hereafter "Board") is vested with managing the property, finances, and affairs of the County; and

WHEREAS, N.J.S.A. 40A:11-4.1 authorizes the County to utilize competitive contracting in lieu of public bidding for procurement of specialized goods and services, the price of which exceeds the bid threshold; and

WHEREAS, N.J.S.A. 40A:11-4.1(m) specifically authorizes the County to utilize competitive contracting to procure vendors for consulting services; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3, on January 26, 2021 the Board approved Resolution No. R20210034 authorizing competitive contracting for auction services of surplus property no longer needed for public use; and

WHEREAS, thereafter, the Purchasing Agent issued RFP-21-001, Online Auction Services (hereafter "RFP-21-001"), responses to which were unsealed on March 5, 2021; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.5(d), in a memorandum dated March 31, 2021, which is attached to and made part of this resolution, the proposals submitted by GovDeals, Inc., Municibid, LLC, and US GovBid, were reviewed and ranked based on a methodology for the awarding of competitive contracts, which included technical, management, and cost related criteria; and

WHEREAS, the March 31, 2021 memorandum is recommending an award an award of contract to GovDeals, Inc. for a one (1) year term, beginning retroactively on April 1, 2021 and expiring on March 31, 2022, with no costs being paid to GovDeals, Inc. by the County, with the Board retaining four (4) one (1) year options to extend the agreement at the discretion of the Board; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4, the County's request for proposals is a fair and open process, specifically, the request for proposals for a consulting services for auction services is publicly advertised, awarded under a process that provides for public solicitation of qualifications, established the basis of an award and disclosure process documented in writing prior to any solicitation, and is publicly opened and announced when awarded; and

WHEREAS, this matter was discussed at the March 31, 2021 Administration and Finance Committee, and is being recommended to the Board for approval; and

NOW, THEREFORE, LET IT BE RESOLVED, pursuant to N.J.S.A. 40A:11-4.1, et seq., the Board of County Commissioners of the County of Passaic authorizes the following:

1. A one (1) year agreement with GovDeals, Inc. for online auction services beginning retroactively on April 1, 2021 and expiring on March 31, 2022, with no costs being paid by the County.

2. The County shall retain four (4) one (1) year options, to be exercised at the discretion of the Board, to extend the agreement with GovDeals, Inc. for the services as set forth in RFP-21-001.

3. The County Counsel is authorized to draft a contract reflecting the terms and conditions as set forth in RFP-21-001, and the response submitted thereto by GovDeals, Inc.

LET IT BE FURTHER RESOLVED, that the Clerk of the Board shall print, in the official newspaper, a brief notice stating the nature, duration, service, and amount of the contract to GovDeals, Inc. and maintain a copy of the resolution on file and available for public inspection in the Office of the Clerk of the Board.

Introduced on: April 13, 2021
Adopted on: April 13, 2021
Official Resolution#: R20210329

LET IT BE FURTHER RESOLVED, that the Clerk of the Board, County Counsel, and the Director of the Board are authorized to take any other steps necessary to carry out the purpose of this resolution, including executing the contract with GovDeals, Inc.

MPJ April 13, 2021

Introduced on: April 13, 2021
Adopted on: April 13, 2021
Official Resolution#: R20210329

Memorandum

TO: **Finance and Administration Committee**

FROM: **Marc Seemon, Deputy County Administrator**
Sherry Arvanitakis, QPA, Purchasing Agent
Jessica Kao, QPA, Assistant Purchasing Agent

RE: **RFP-21-001, Online Auction Services**

DATE: **March 31, 2021**

Background and Scoring Criteria

On March 19, 2021, Passaic County Deputy Administrator Marc Seemon and Passaic County Purchasing Agent (hereafter "Review Committee") met to review and score responses to RFP-21-001, Online Auction (hereafter "RFP") in conformance with the requirements of N.J.S.A. 40A:11-4.1. Pursuant to the RFP, the proposals were scored using the following weighted scoring criteria: (1) Management, 34/100; (2) Technical 33/100; and (3) Cost, 33/100.

Scoring of Respondents

Three (3) qualified firms responded to the RFP: (1) Gov Deals.; (2) Municibid; and (3) US GovBid. After reviewing the three (3) responses, the Review Committee scored the proposals as follows.

I. Gov Deals

a. Management. Gov Deals set forth a strong team of qualified staff members with the skills, expertise, ability, and experience to execute all of the goals and needs for the County as set forth in the RFP. For all of the positions required by the RFP, Gov Deals established a core team of professionals with extensive experience using, operating, and troubleshooting all of the software, hardware, and other information technology needs of the County. **(34/34)**

b. Technical. Gov Deals provided a coherent narrative outlining how each of the goals and requirements as set forth in the RFP would be accomplished, responding to each technical need of the County. **(33/33)**

c. Cost. Gov Deals pricing structure is in line with the projected budgeted costs for the services provided and comparable to the market value of the services requested by the County in the RFP. **(29/33)**

TOTAL = 96/100

II. Municibid

a. Management. Municibid outlined a team of three professionals with experience in Online Auction Service. However, a review of the proposal shows, Municibid didn't demonstrate personnel with experience in providing full-service support, the score was reduced. **(30/34)**

b. **Technical**. Municibid failed to provide marketing strategies. While establishing certain skills and expertise with online auction services, the response did not demonstrate with a high degree of certainty that Municid would be able to service the County and accomplish all of the goals required by the RFP. **(30/33)**

c. **Cost**. Municibid's pricing structure was very competitive. **(31/33)**

TOTAL = 91/100

III. US GovBid

a. **Management**. US GovBid outlined a team of professionals with experience in Online Auction Service. However, a review of the proposal shows, US GovBid didn't demonstrate personnel with experience in providing full-service support, the score was reduced. **(30/34)**

b. **Technical**. US GovBid failed to provide detailed narrative demonstrating how the requirements of the RFP will be met. The response did not demonstrate with a high degree of certainty that US Gov Bid would be able to service the County and accomplish all of the goals required by the RFP. **(25/33)**

c. **Cost**. US GovBid's pricing structure was very competitive. **(32/33)**

TOTAL = 87/100

Review Committee Recommendation

Based upon the scoring of the Review Committee, it is recommended that the RFP be awarded to Gov Deals for one (1) year agreement beginning April, 2021 and expiring March 31, 2022. Additionally, the County shall retain four (4) one (1) year options, as set forth by Gov Deals in its response that can be exercised at the direction of the Passaic County Board of County Commissioners.

***

cc: Anthony J. DeNova, Passaic County Administrator
Matthew Jordan, Passaic County Counsel

Borough of Oceanport

Oceanport, New Jersey

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "AS IS, WHERE IS." **Borough of Oceanport** (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, all sales are final.

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See instructions on each asset page for inspection details.

Right to Re-Auction. In certain circumstances there may be a need to re-auction an item listed for sale. Some reasons for this may include, but are not limited to a reserve not being met, a default by a winning bidder, or discovery of misrepresentation in the description of an item. In the event this does happen the item may not necessarily be advertised again, but all bidders and bid watchers for that particular item will be automatically notified by email of the change in auction date and time.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express

- Discover

PayPal and Credit Card purchases are limited to below $5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than $4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of $10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on **GovDeals**. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING AN APPLICATION TO THE STATE OF NEW JERSEY DEPARTMENT OF TREASURY FOR FUNDING OF PROPOSED PROJECT PURSUANT WITH P.L. 2018, C. 33 (C.5:12A-16) FOR MARIA GATTA COMMUNITY PARK IMPROVEMENTS

Resolution #2021-130
06/17/21

WHEREAS, pursuant with *P.L. 2018, c.33 (C.5:12A-16), Taxation of sums received by casinos, racetracks*, the Borough of Oceanport is entitled to a percentage of sums actually received by the horse racing permit holder from any sports wagering operation less sums paid out as winnings to patrons and other taxes paid to the State General Fund; and

WHEREAS, pursuant with *P.L. 2018, c. 33 (C.5:12A-16)* the Department of the Treasury shall establish an account for each eligible municipality and shall ensure that the amounts generated from the racetrack shall only be distributed to the municipality in which the majority of the racetrack is located with 0.75 percent paid to the municipality upon application by the municipality to the Department of Treasury with those amounts used for economic development purposes which shall include, but not be limited to, improvements to: transportation and infrastructure, tourism, public safety, and properties located on or near the racetrack; and

WHEREAS, the Borough of Oceanport desires to make application for its percentage of sums for the purpose of improvements to Maria Gatta Community Park including but not limited to ADA compliant parking and walkways, restrooms, lighting and athletic fields; and

WHEREAS, the Governing Body feels strongly that the improvements to this park will encourage greater community use, attract and draw people to the area for sporting tournaments thereby bringing greater exposure to Monmouth Park Racetrack directly across the street and use of its restaurants, mini-golf and other services,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Oceanport, County of Monmouth, New Jersey that the Borough Administrator is hereby authorized to submit an application for funding of the proposed project to the State of New Jersey Department of Treasury pursuant with P.L. 2018, c.33 (C.5:12A-16) et seq.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF ADMINISTRATION

Application by Municipality or County for Sports Wagering Taxes for Economic Development

Consistent with the provisions of P.L. 2018, c. 130, which modified P.L. 2018, c.33, the tax of 1.25 percent paid to the State General Fund on amounts received from a sports wagering operation shall be distributed by the Department of the Treasury ("Treasury") upon application by a municipality or county. According to the statute, **this revenue shall only be distributed to the municipality in which the majority of the racetrack (as based upon square footage) is located and to the county in which the racetrack is located or to an economic development authority of that municipality and county.** The funds must be used for economic development purposes, which shall include, but not be limited to, improvements to: transportation and infrastructure, tourism, public safety, and properties located on or near the racetrack.

The Department of the Treasury has established an account for each eligible municipality and county and shall ensure that the amounts generated from the racetrack shall only be distributed to the municipality in which the majority of the racetrack is located and county in which the racetrack is located. As per the statute, 0.75 percent shall be paid to the municipality and 0.5 percent shall be paid to the county.

> *Note: Amounts generated from the Meadowlands racetrack shall be paid into the intermunicipal account, established pursuant to section 53 of P.L.2015, c.19 (C.5:10A-53), and used to pay Meadowlands adjustment payments to municipalities in the Meadowlands district.* ***This application form is not to be used for municipalities in the Meadowlands district.***

Key Dates

By July 15, 2021, an eligible municipality or county may apply through Treasury's Division of Administration for such funds received by Treasury pursuant to N.J.S.A. 5:12A-16 to be used for economic development purposes. The eligible municipality or county must decide which project or projects to pursue if multiple projects are proposed or considered. The eligible municipality or county must:

- Complete this application form and submit the completed form to Treasury;
- Pass a municipal or county resolution to formalize a request of funding for economic development projects, certifying that the project(s) meet the statutory criteria set forth in N.J.S.A. 5:12A-16 as improvements to: transportation and infrastructure, tourism, public safety, and properties located on or near the racetrack. A copy of the resolution must be attached to the application form submitted to Treasury; and
- Acknowledge that any future requests for funding will require a certification that any funds received previously under this statute were expended only for qualifying economic development projects.

By September 15, 2021, Treasury shall review all application forms received, and confirm that the applicant certifies that the projects proposed meet the statutory criteria pursuant to N.J.S.A. 5:12A-16 or request that the applicant amend the application form to include a certification regarding qualifying projects. Once Treasury is satisfied that one of these two criteria are met, Treasury shall issue payment to the applicant for an amount to cover expected costs for qualifying projects. Any funds not requested or distributed in a given calendar year shall carry into subsequent years. Distributed funds not utilized for proposed projects as part of an annual application (for example if the project is completed for less than estimated costs or if the proposed project cannot be started or completed) may be used by the applicant for other qualifying expenses, in future years. The applicant shall notify Treasury of any reduction in expenditure, and include supporting documentation of a change (i.e. change order) prior to the reallocation of unexpended funds to another qualifying project. An applicant shall not proceed with a reallocation of funds absent written authorization from Treasury's Division of Administration.

Questions and Additional Information

Any questions regarding the application or this program should be addressed to the Department of the Treasury, Division of Administration at NJSportsWageringApplication@treas.nj.gov.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF ADMINISTRATION

Municipal or County Application for Sports Wagering Taxes for Economic Development

Name of Municipality or County____

Primary contact for Municipality/County or Economic Development Authority______________________

Primary contact phone___________________

Primary contact e-mail____

Alternate contact person for Municipality/County or Economic Development Authority______________________

Alternate contact phone___________________

Alternate contact e-mail____

Federal ID Number_________________ Mailing Address______________________________________

____

Description of project(s). Please include a brief summary of the total cost of the project(s), the amount of funds requested, the anticipated completion date, and who will be managing the project (Executive or EDA) in table or narrative form. Attach additional sheets if required. Please attach a copy of the municipal/county resolution approving this request for funds.

On behalf of __________________________________[name municipality/county], I hereby apply for funds collected in FY______ from the 1.25 percent tax on sports wagering operations pursuant to N.J.S.A. 5:12A-16. I certify that all such funds shall be used for economic development purposes solely as set forth in the description above, which shall include, but not be limited to, improvements to: transportation and infrastructure, tourism, public safety, and properties located on or near the racetrack. I further certify that, any funds received previously under this statute were expended only for qualifying economic development projects.

Name of County/Municipal Executive___________________________________

Signature of County/Municipal Executive________________________________Date________

Name of County/Municipal Contact_____________________________________

Signature of County/Municipal Contact__________________________________Date________

This application and all supporting documentation may be subject to release under the OPRA without further notice; Applicants are encourages to keep copies of this application and supporting documentation on file for a period of seven (7) years following grant award.

RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF A SEASONAL LABORER IN THE PUBLIC WORKS DEPARTMENT

Resolution #2021-131
06/17/21

WHEREAS, there is a need for full time seasonal help in the Public Works Department to assist with lawn care, general duties and parks maintenance; and.

WHEREAS, the Public Works Superintendent and Public Works & Engineering Committee have recommended the appointment of Kyle Crochet to fill the position and Mr. Crochet is willing and able to accept the position.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor & Council of the Borough of Oceanport, that Kyle Crochet is hereby appointed to the Department of Public Works for the position of part time seasonal Laborer at a rate of $18.00 per hour in accordance with the Borough's salary ordinance.

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

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING THE BOROUGH CLERK TO CERTIFY AUTHORIZED SIGNATORIES FOR FINANCIAL INSTITUTIONS

Resolution #2021-132
06/17/21

WHEREAS, the Borough of Oceanport is a duly organized Municipal Corporation (hereinafter referred to as "Borough") having principal offices at 910 Oceanport Way, Oceanport, New Jersey 07757; and

WHEREAS, the Borough of Oceanport maintains financial accounts with TD Bank and has need to create a new account for the purposes of clearing transactions related to online and over the counter payments; and

WHEREAS, TD Bank requires a certification by the Borough Clerk as Records Custodian that certain named persons are authorized as signatories; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that the Borough Clerk is hereby authorized to certify to TD Bank and any other financial institution requiring same that:

1. That the financial institution, at any one or more of its offices or branches, be and it hereby is designated as a Financial Institution of and depository of funds for the Borough of Oceanport, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for payment of monies (including electronic orders) bearing the signature of, or as otherwise authorized by, any one (1) of the following officers, employees or agents of the Borough of Oceanport ("Agents"):

Mayor	John F. Coffey, II
Chief Financial Officer	Catherine D. LaPorta
Borough Administrator	Donna M. Phelps

2. That the Agents, whose names appear above are hereby authorized to open and maintain a deposit account or accounts of the Borough of Oceanport with the Financial Institution, subject to terms and conditions of the Business Deposit Account Agreement, as it may be amended from time to time (the "Account Agreement").
3. That the Financial Institution is hereby directed to accept and pay without further inquiry any item or payment order drawn against any of the Borough's accounts with the Financial Institution bearing the signature of or as otherwise authorized by any such Agents even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed, or payment order authorized, in accordance with the resolutions contained herein, or the application or disposition of such item or payment order or the proceeds of the item or payment order.
4. That any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by the Borough of Oceanport for deposit with the Financial Institution, or for collection or discount by the Financial Institution, and to accept drafts and other items payable at the Financial Institution.
5. That the above-named agents are authorized and empowered to execute such other agreements including, but not limited to, special depository agreements and arrangements regarding the manner, conditions or purposes for which funds, checks or items of the Borough of Oceanport may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions.
6. That the authority hereby conferred upon the above-named Agents shall be and remains in full force and effect until written notice of the revocation thereof shall have been delivered to and received by the Financial Institution at the location where an account of the Borough of Oceanport is maintained and Financial Institution has had a reasonable period of time to act upon such notice.

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING AN AGREEMENT FOR THE PROCESSING OF CREDIT CARD PAYMENTS

Resolution #2021-133
06/17/21

WHEREAS, the Borough of Oceanport ("the Borough") desires to allow customers to pay for police department services such as fingerprinting and processing and various other Borough permit and license fees online and in-person using a credit/debit card or e-check; and

WHEREAS, pursuant to the Government Electronic Payment Acceptance Act (N.J.S.A. 40A:5-43 et seq.), N.J.A.C. 5:30-9, municipalities and their courts are permitted to accept electronic payments by credit, debit or other means; and

WHEREAS, Nationwide Payment Solutions ("Municipay") is a credit card processor and payment gateway that has strategic and integrated relationships with the Municipal Software Systems currently utilized by the Borough including SDL and MSI; and

WHEREAS, Municipay offers a service/convenience fee option which has compatibility with the municipal software packages and allows the Borough to process credit cards at no cost to the Borough by charging a convenience fee of 2.65% for credit/debit ($1.50 minimum) and electronic check fee of $1.50 directly to the customer; and

WHEREAS, Municipay has presented the Borough with a proposal in the form of a merchant account agreement which establishes the terms, conditions and fees for the transaction processing services attached hereto and made part hereof as Exhibit A; and

WHEREAS, the Borough Clerk/IT Coordinator and Chief Financial Officer have recommended the above described course of action in order to initiate on-line and on-premises credit card payment processing for fees, various permits, licenses and other fees, requiring an execution of an agreement with Municipay.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport in the County of Monmouth, State of New Jersey that the Mayor and Borough Clerk are hereby authorized and directed to execute a merchant services account agreement in a form substantially similar to Exhibit A with Municipay LLC, 400 Technology Way, Scarborough, ME 04074 in order to process credit card payments and e-checks for police and various other Borough permit and license fees subject to final review by the Borough Attorney.

Merchant Services

Program Terms and Conditions

(Program Guide)

CCNGov2210 SMB/CMM	PART I: CONFIRMATION PAGE

PROCESSOR INFORMATION:
Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC
Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.

3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.

4. **If you wish to dispute any charge or funding**, you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. **This Agreement limits our liability to you**. See Section 10 of the General Terms & Conditions for further details.

6. **We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).

7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. **For questions regarding** your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720**.**

Information about Bank:
Your Bank, who is a Visa and Mastercard Member Bank, is
Wells Fargo Bank, N.A. (Bank)
PO Box 6079, Concord, CA 94524
Attn: Merchant Services (407) 237-6727

b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.

c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.

d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.

e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:
a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) You may view and download the Your Payments Acceptance Guide at __________________________.

c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at __________________________.

d) You may download the Visa and Mastercard rules at:
https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.

e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.

f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: Þ±®±«¹ ¸ ±º Ñ½»¿² ° ±®¬

By signing below, you:

(i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**

(ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X__________________________ ____________________ _______________

Signature: **Title** **Date**

____

Please Print Name of Signer

CCNGov2210 SMB/CMM	PART I: DUPLICATE CONFIRMATION PAGE

PROCESSOR INFORMATION:
Name: **CardConnect, LLC a business unit of First Data Merchant Services, LLC**
Address: **1000 Continental Drive, Suite 300, King of Prussia, PA 19046**
URL: **www.cardconnect.com** **Customer Service #:** **1-877-828-0720**

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.

3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.

4. **If you wish to dispute any charge or funding**, you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. **This Agreement limits our liability to you**. See Section 10 of the General Terms & Conditions for further details.

6. **We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).

7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. **For questions regarding** your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720**.**

Information about Bank:
Your Bank, who is a Visa and Mastercard Member Bank, is
Wells Fargo Bank, N.A. (Bank)
PO Box 6079, Concord, CA 94524
Attn: Merchant Services (407) 237-6727

b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.

c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.

d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.

e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:
a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) You may view and download the Your Payments Acceptance Guide at ____________________.

c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at ____________________.

d) You may download the Visa and Mastercard rules at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.

e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.

f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: Þ±®±«¹ ¸ ±º Ñ½»¿² °±®¬

By signing below, you:

(i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**

(ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X______________________________ ______________________ ______________

Signature: **Title** **Date**

____

Please Print Name of Signer

1. Your Payment Acceptance Guide and Card Organization Rules

1.1 The General Terms & Conditions (General Terms), together with your Application, the Interchange Rate Schedule and the Your Payments Acceptance Guide constitute the agreement for Card Transaction acceptance and other related Services (this Agreement).

1.2 You agree to comply with the Your Payments Acceptance Guide and, either the Card Organization Rules relevant to you, as they may change over time. The Your Payments Acceptance Guide is available at www.businesstrack.com.

1.3 If there are any inconsistencies between the General Terms and the Your Payments Acceptance Guide, or the Card Organization Rules, the General Terms will govern.

1.4 You may not alter this Agreement.

2. Services and Non-Bank Services

2.1 Your Application will identify the Services you will receive. Certain Services referred to in this Agreement may not be available to you.

2.2 Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate. References to “we” “our” and “us” shall be deemed to be references to Bank and Processor except for the purposes of Sections 2.1, 2.3, 2.4, 6.9, 11.2, 11.5, 11.6, 11.7, 13.1, 20, 24, 32 and 36. Bank shall not be a party to the aforementioned Sections nor shall Bank have any responsibility or liability pursuant to such Sections. Third Party Services, including any apps available in an application marketplace or voice or data services you purchase directly from a third party provider, are not governed by this Agreement and we are not responsible for providing, maintaining, servicing or supporting such services. If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services.

Any third party content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk. WE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND WE EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

2.3 If you do not qualify for our full service program but have otherwise been approved for accepting American Express or WEX, your American Express and WEX transactions will be processed through and funded by American Express or WEX (as applicable). American Express and WEX will provide you their own agreements governing those transactions. You agree that (a) we are not responsible and assume no liability for any such transactions; and (b) American Express and WEX may charge additional fees for the services they provide.

2.4 Rather than accepting all categories of card, you have the option to elect to accept only certain categories of card (Limited Acceptance). If you wish to offer Limited Acceptance, you must complete the Limited Acceptance Form and agree to be bound by the additional terms and conditions set out in that document.

3. Access and Use of Services

3.1 Except as specified in the Your Payments Acceptance Guide, or otherwise agreed in writing, the Services shall be for your internal business use in the United States only.

3.2 You shall not and shall not permit any third party to: (a) access or attempt to access any Service that is not intended to be available to you; (b) access or use (in any format) the Services (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) without our advanced written consent, use, ship or access Services (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of any Service, prevent access to or use of any Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Services (or any part) except as permitted in this Agreement.

3.3 You may use the eligible TransArmor services and portals only to scan IP addresses, URLs and domain names owned by and registered to you.

3.4 We have the right to rely on user names, password and other sign on.

4. Settlement

4.1 As part of the Services, we will process transaction data received from you and facilitate the transfer of funds for your Card sales to your Settlement Account.

4.2 We may debit your Settlement Account for any amounts owed to us, including any amounts paid to you in error. We may also offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or which you, any of your principals, guarantors or authorized signors guarantee.

4.3 You are responsible for providing us with accurate information regarding your Settlement Account. If you change the Settlement Account in which you receive the proceeds of your transactions, you must notify us immediately. If you accept payment types other than Visa, Mastercard, American Express, Discover Network and PayPal (such as TeleCheck Services), you are also responsible for contacting the Card Organizations or companies governing those Cards to notify them of this change. We shall not be liable for delays in receipt of funds or errors in debit and credit entries caused by you or any other Person, including any delays or errors resulting from errors in Settlement Account information you provide.

4.4 If a Default occurs you agree we may without notice change processing or payment terms and/or suspend credits or other payments of any amounts due or which become due to you.

4.5 Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, and our rights to withhold settlement funds under this Agreement without regard to whether such Chargeback, setoff, lien, and the withholding of settlement fund rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4.6 If you undertake Global ePricing (GeP) Transactions, you acknowledge that: (a) Settlement by us of GeP Transactions shall be made in the Local Currency on the basis of the Transaction Price of the GeP Sales Transaction under the process defined by the Card Organizations; (b) you shall be subject to any and all Foreign currency exchange rate exposure in connection with all GeP Transactions; and (c) you are solely responsible for all aspects of the GeP Transaction (other than the performance of GeP Services), including obtaining the Cardholder's agreement to a GeP Transaction, and complying with all Card Organization Rules applicable to you. Dynamic Currency Conversion as defined by Card Organization Rules is not permitted nor provided as part of the GeP Services.

5. Exclusivity

5.1 You will use us as your exclusive provider of all Services during the term of this Agreement.

6. Fees; Adjustments; Collection of Amounts Due

6.1 You will be charged, and agree to pay us, all fees set out on your Fee Schedule or elsewhere in this Agreement.

6.2 The fees specified on your Fee Schedule are based on the assumption that your transactions will qualify at the Anticipated Interchange and Program Pricing Levels associated with your account. If a transaction fails to qualify at the Anticipated Interchange Program Pricing Levels, you will be charged a Non-Qualified Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction.

6.3 If you accept a Card or transaction other than the type anticipated for your account, we will charge you our then-current transaction fee(s) for the Card and transaction and you will be responsible for the transaction to the same extent as you would be if it was of a Card type elected and approved.

If your fees are not paid through our automatic debiting process, and we are required to pursue collection efforts, you will reimburse us for our costs in an amount of not less than $100.00.

6.4 The fees specified on your Fee Schedule are based on (a) estimated annual volume and average transaction size for all Services provided under this Agreement; and (b) your method of doing business. If the actual volume or average transaction size are not as expected or if you significantly alter your method of doing business, we may adjust our fees without prior notice to you. It is your responsibility to notify us of any such changes to your business.

6.5 We may adjust our fees to reflect new or increased fees, taxes or assessments imposed by any Card Organization or other Persons related to the Services. It is your responsibility to pay all such adjusted fees effective from the date specified in our notice to you.

6.6 Any Account Minimum Fee set out in your Application will be charged monthly (beginning in the calendar month after your Application is approved) for each location and will be calculated as the Account Minimum Fee set forth in your Application less the "Discount Fees" and "Other Payment Fees" that you incur for that month and location. The Account Minimum Fee shall never be less than zero.

6.7 An equipment rental fee will be charged each month for each piece of equipment rented from us, plus tax as applicable. You will also be charged for shipping and supplies.

6.8 An Authorization fee will be charged for each Authorization requested, whether the response is approved or declined. If you are being charged a combined fee for both Authorization and Capture we may charge this fee on the communication of all instructions that you transmit to us from your point of sale device or other systems to our computer systems, whether the communications are for Authorization requests or any other capture of information whether or not related to any individual transaction.

6.9 A fee will be charged for each Address Verification Service (AVS) request submitted, whether or not we are able to provide a response to the request.

6.10 Clients opting out of the TransArmor Solution will be charged a Compliance Fee. The Compliance Fee covers our costs for systems maintenance and upgrades, mandatory IRS reporting, as well as costs associated with our required tracking and reporting of your PCI compliance. We will provide a monthly vulnerability "scan," if required, of up to 5 IP addresses. Additional required scans are your responsibility. Payment of the Compliance Fee does not discharge your responsibility to maintain PCI DSS compliance at all times.

6.11 You will be charged a monthly Non-Receipt of PCI Validation fee unless, within 60 days from the date this Agreement is submitted with your signature and on an annual basis after that:

a) you obtain any quarterly or other periodic PCI-approved vulnerability scans that the Card Organization Rules require you to obtain (for example, if you accept Internet transactions);

b) you remediate vulnerabilities identified by your scans in ways that enable you to comply with the Card Organization Rules and applicable standards (including the PCI DSS); and

c) you confirm that you are following certain data security protocols by (i) completing an online self-assessment questionnaire, which we will make available to you, regarding your systems and payments acceptance practices (SAQ), or (ii) using PCI-approved methods, providing us with other written evidence of your PCI DSS compliance.

If you materially change the systems you use to accept payments and you wish to avoid paying the monthly Non-Receipt of PCI Validation fee, you will need to promptly complete a new SAQ or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance.

6.12 If you believe any adjustments should be made to your Settlement Account, you must notify us in writing within 60 days after any debit or credit is or should have been effected. If you notify us after 60 days, you agree we have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters do not obligate us to continue such investigation or to conduct any future investigation.

6.13 If you fail to pay any amounts due within 30 days of the due date set out in our merchant statement or other communication with you, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of 12% APR or the maximum rate permitted by applicable law

7. Electronic Funding Authorization

7.1 All payments to you shall be made through the automated clearing house system (ACH) and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of your transactions pursuant to this Agreement. You agree that any Settlement Account designated by you will be an account primarily used for business purposes. We cannot guarantee the timeframe in which payment may be credited by your financial institution.

7.2 You agree to be bound by the operating rules of the ACH and you authorize us to (a) access information from the Settlement Account; (b) initiate credit and/or debit entries by wire or ACH transfer; (c) instruct your financial institution to (i) block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and (ii) provide such access and to credit and/or debit or to block the Settlement Account.

7.3 If we cannot process an ACH payment, we may (a) charge you the applicable fee set out in the Pricing Schedule; and (b) suspend all subsequent funding until a new electronic funding agreement is signed by you or you notify us that ACH payments can be processed.

7.4 Any funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services (including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

8. Chargebacks, Fines and Penalties

8.1 Cardholders and Issuers are authorized by Card Organization Rules and by law to reverse and Chargeback transactions that you submit to us. Further details are set out in the Your Payments Acceptance Guide and in the Card Organization Rules.

8.2 You are obligated to reimburse us (and authorize us to debit your Settlement Account) for (a) all refunds, credits, Chargebacks and adjustments relating to transactions that you submit for processing; and (b) any fees, fines, assessments, obligations or other charges a Card Organization imposes on us in relation to your acts or omissions or the acts or omissions of your agents or those acting on your behalf.

8.3 Refunds, Credits, returns and Chargebacks for GeP Transactions shall be treated as independent transactions with a Transaction Rate as determined by the Card Organization.

9. Your Representations and Warranties

9.1 By submitting a transaction to us, you represent and warrant that the transaction:

a) is genuine and arises from a genuine sale or service that you directly sold or provided as described on your Application. (The submission of Authorization requests and/or Card transaction by you for Card sales or cash advances transacted by another business is considered laundering or factoring and is prohibited);

b) represents the correct amount of the goods or services purchased by the Cardholder from your business as identified on your Application;

c) is not subject to any dispute, set-off or counterclaim;

d) to your knowledge is not the result of fraud and has been authorized by the Cardholder

e) does not violate the law of any applicable jurisdiction, including the jurisdiction where you are located, where the Cardholder is located, or where we are located

f) except for any delayed delivery or advance deposit Card transactions expressly authorized under this Agreement, included your simultaneous delivery of the goods or services to the Cardholder; and

g) complies with this Agreement and Card Organization Rules.

9.2 You further represent and warrant, as of the date of this Agreement and at the time of submission of each transaction, that:

a) you are validly existing, in good standing and free to enter into this Agreement;

b) you have not changed the nature of your business or practices in a way not previously disclosed to us;

c) each statement made on the Application or other information provided to us in support of this Agreement is true, accurate and complete and you have maintained and updated this information to keep it true, accurate, current and complete;

d) you have not filed a bankruptcy petition not previously disclosed to us;

e) you will not process any credit transactions that do not correspond to a previous transaction on the original sales draft;

f) you will not at any time during the term of this Agreement or until all amounts have been paid in full under this Agreement, grant or pledge any security interest or lien of any type in any Reserve Account, Settlement Account or in any of the transaction proceeds to any Person without our consent; and

g) where you provide FNS, SNAP or WIC Benefits (as described in the Your Payments Acceptance Guide), you are an FNS authorized merchant and are not disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS.

10. Limitations on Liability; Exclusion of Consequential Damages

10.1 THIS AGREEMENT IS A SERVICE AGREEMENT. USE OF THE SERVICES, SOFTWARE OR ANY EQUIPMENT (INCLUDING ANY SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY OR THROUGH A THIRD PARTY) IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE SERVICES, EQUIPMENT AND ANY SOFTWARE IS PROVIDED “AS IS” AND WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT SERVICES, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES, EQUIPMENT OR SOFTWARE ARE SECURE, FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

10.2 IN NO EVENT SHALL WE OR OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCON- TRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING SECTION 26):

a) OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED, (I) $50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US UNDER THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS;

b) ANY LIABILITY THAT WE MAY HAVE TO YOU FOR ANY DELAY IN FUNDING TRANSACTIONS WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK, LESS ONE PERCENT (1%); AND

c) OUR LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY EQUIPMENT OR SOFTWARE SHALL NOT EXCEED THE PURCHASE PRICE OR PRIOR TWELVE MONTH'S RENT OR FEES, AS APPLICABLE, PAID TO US FOR THE PARTICULAR EQUIPMENT OR SOFTWARE INVOLVED.

11. Communications with Customers through the Services

11.1 You shall provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your customers through the Services.

11.2 If you are able to discern any information about a particular entity or individual from the information available through Insightics or any other Service, either alone or with other information in your possession, you agree that the information may be subject to certain privacy, marketing, insider trading, or other applicable laws and you shall limit your use and disclosure of that information in accordance with all applicable laws.

11.3 With respect to each customer who desires to receive marketing material, transaction receipts or other communications from you via text message or email, such customer must give the appropriate consent in writing; you are NOT permitted to add or modify a customer's consent indication on behalf of the Customer.

11.4 You (or your agents acting on your behalf) shall only send marketing materials or other communications to a customer's provided phone number, street address, and/or email address if the customer has specifically consented in writing executed by the customer.

11.5 If you offer any loyalty program to customers through the Services or otherwise, you are solely responsible for any and all offerings made available to customers in connection with your loyalty program (each, an Offer). The Offer and all of the related information, including branding (trademarks and logos) and images (collectively, the Content) are provided and determined by you. You are solely responsible for ensuring the accuracy of the Offer and Content.

11.6 By providing Content to us as part of our Services, you grant us the right and license to use, modify (e.g. for formatting and display purposes), publicly perform, publicly display, reproduce and distribute such Content on and through the Services, including any Software we make available to you. This license includes the right for us to make Content available to other users who may access and use your Content.

11.7 You are solely responsible for (a) fulfilling the terms of your Offers and determining the criteria for your customers to earn and redeem perks, rewards, stamps, credits or incentives (Rewards); and (b) honoring Rewards for eligible customers who earn those Rewards and you agree not to withdraw or terminate any Offer after it has been made publicly available to your customers without offering a reasonable alternative method for customers to redeem any Rewards related to the Offer.

11.8 You are solely liable for, and we shall have no liability in relation to, any costs or expenses (including refunds) associated with your Offers or Rewards or your failure to issue, accept, fulfill or redeem any Rewards

12. Confidentiality

12.1 You shall safeguard all confidential information we supply or otherwise make accessible to you (including the terms of this Agreement) using a reasonable degree of care. You shall only use our confidential information for the purposes of this Agreement and shall not disclose our confidential information to any person, except as we may agree in advance and in writing. We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. If a Public Records request is made for our confidential information, you will provide us 10 days' prior notice of your intent to disclose the records so that we may seek a protective order or take other court action. If no such action is filed, you may disclose the records. At our request you shall return to us or destroy all of our confidential information in your possession or control.

12.2 You agree that breach of the restrictions on use or disclosure of our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

12.3 You may submit comments or ideas about our Services, including about how to improve our Services. By submitting any idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) we are free to use and disclose any idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any idea.

13. Use of Data

13.1 You agree we may use Transaction Data for the purpose of providing additional products and services to you, other merchants, or third parties. This includes using Cardholder information, dates, transaction details, and other Transaction Data to provide you with analytics products and services as well as collecting using Transaction Data aggregated with other merchants' transaction data to provide you, other merchants, third parties with analytic products and services.

13.2 In the course of providing Services, we may collect information relating to activities on your network, including network configuration, TCP/ IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use this information or aggregations of this information, in addition to the Transaction Data described above, for any reasonable purpose.

13.3 You agree that we may obtain relevant information from any applicable telecommunications provider you utilize, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by you in connection with the Services.

14. Intellectual Property Rights

14.1 All right, title, and interest in and to all confidential information and intellectual property related to the Services (including the Marks, all Software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by us prior to, during the term of, or after this Agreement, or employed by us in connection with the Services, shall be and remain, as among the Parties, our or our affiliates', our vendors' or our licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Services, Equipment and Software not expressly granted by us in this Agreement are deemed withheld.

You may not use our Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

14.2 You may not, nor may you permit any third party to do any of the following: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Service, Software or Equipment (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Service, Software or Equipment (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), Software or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service or any Software (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service or Software (or any part) except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service, Software or documentation (or any part) or the Marks.

14.3 If we provide you with copies of or access to any Software or documentation, unless otherwise expressly stated in writing, that Software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the applicable Service and solely for you to access and use the Software and documentation to receive the relevant Services for its intended purpose on systems owned or licensed by you. Software can only be used with certain computer operating systems and it is your responsibility to ensure that you have the appropriate hardware and software to use the Software.

14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service or any Software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Service in the event of a challenge by you.

14.5 If you are acquiring any Services on behalf of any part of the United States Government (Government): (a) any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement.

15. Assignment

15.1 Any transfer or assignment of this Agreement by you, without our prior written consent (such consent not to be unreasonably withheld by us), by operation of law or otherwise, is voidable by us and, in such event we may: (a) suspend Services at any time and without notice, (b) hold you and your guarantors liable for all obligations incurred by such purchaser or transferee, and (c) offset funding and obligations incurred on your accounts without regard to whether such funding or obligations relate to activities of you or of such purchaser or transferee.

15.2 If you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to: (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee; (b) terminate this Agreement immediately; or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of $100 per transfer.

15.3 Processor may not assign or transfer this Agreement to any other Person without your prior written consent (such consent not to be unreasonably withheld by you). Subject to Card Organization Rules, Bank may assign or transfer this Agreement and its rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent. In addition, another Visa and Mastercard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and Mastercard transactions. Upon such substitution, such other Visa and Mastercard member shall be responsible for all obligations required of Bank, including full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

15.4 If this Agreement is assigned with our permission or by operation of law, the restriction against assignment shall continue to apply to the assignee, who will not be authorized to further assign this Agreement except as described in this Section.

16. Terms; Events of Default

16.1 This Agreement becomes effective only when approved by our Credit Department. We reserve the right to immediately suspend or terminate your account and this Agreement if you fail to meet our credit policies even if your account has been activated to submit transactions prior to your approval by our Credit Department.

16.2 The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). After the Initial Term, subject to Section 16.3, this Agreement shall automatically extend for additional period of one year each (each an Extended Term).

16.3 A party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Should you fail to notify us in writing that you wish to terminate this Agreement under this Section

16.3 you agree that you will continue to be charged certain fees pursuant to this Agreement even if you are not using your account. If you have an equipment lease, termination of this Agreement does not terminate that equipment lease.

16.4 We may terminate this Agreement or suspend any or all of the Services immediately and without notice in the following circumstances (each, a Default):

a) a material adverse change in your business, financial condition, or business prospects;

b) any assignment or transfer of voting control of you or your parent or sale of all or a substantial portion of your assets;

c) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us;

d) you breach any of your representations, warranties or covenants in this Agreement or you default in any material respect in the performance or observance of this Agreement or in any agreement with any of our respective Affiliates, including the establishment or maintenance of funds in a Reserve Account or any failure to notify us of any change to the information in your merchant profile;

e) your actions come under investigation by any Card Organization resulting in the Card Organization directing us to terminate or suspend our Services or Agreement with you; or

f) you violate any applicable law or Card Organization Rule or we reasonably believe that termination of this Agreement or suspension of Services is necessary to comply with any law, including the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

16.5 We may suspend or terminate this Agreement or our provision of one or more Services to you without penalty if: (a) the Service is generally discontinued; (b) our arrangement with the Card Organization or third party vendor in relation to the Service expires or terminates; (c) we are directed to end the service to you by any Card Organization; (d) we are prevented from providing the Service by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority; or (e) we are for any other reason no longer able to provide the Service.

16.6 We may also suspend Services to: (a) prevent damages to, or degradation of, our or a third party vendor or network's network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a third party vendor from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending any Services in these circumstances. If not commercially reasonable to give prior notice, we shall give notice to you as soon as commercially practicable thereafter. Availability of Services may vary due to events beyond the control of us or our third party vendors. In the event of a suspension of a Service under this Section, we or the applicable third party vendor shall promptly restore the Services after the event giving rise to the suspension has been resolved.

16.7 Subject to Section 16.8, you can terminate this Agreement if we notify you of an increase to your fees or add new fees and you notify us that you are terminating this Agreement within 30 days of our notice. If you do not notify us in the required period, you are deemed to have accepted the fee changes.

16.8 Your right to terminate under Section 16.7 does not apply to increases in rates or any other charges or new fees imposed on us by third parties (including the Card Organizations) which we pass on to you in accordance with Section 6.5 or where we adjust your fees in accordance with Section 6.4. Any termination in these circumstances shall be considered a breach of this Agreement

16.9 The expiration or termination of this Agreement shall not affect the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive, including Sections 8, 10, 12, 14, 17, 19, 26 and 27. After expiration or termination of this Agreement or your subscription to a particular Service for any reason: (a) your right and license to access and use the Software and documentation associated with the Service shall immediately cease and, within five (5) days after such event, you shall either return to us or destroy all Software and documentation provided to you by us and shall so certify to us in writing; and (b) you shall continue to bear total responsibility for all transactions you have submitted to us and all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, credits and adjustments resulting from Card transactions processed pursuant to this Agreement, and all other amounts then due or which may become due under this Agreement. On termination due to a Default, all amounts owing to us shall be immediately due and payable.

16.10 If you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting record supporting any adjustments that you may claim.

16.11 The Card Organizations maintain merchant lists such as the Member Alert To Control High-risk (Merchants) (MATCH) who have had their merchant agreements or card acceptance rights terminated for cause. If this Agreement is terminated for cause, you

(a) agree that we may report your business name and the names and other information regarding your principals to the Card Organizations for inclusion on such list(s); and (b) waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

17. Reserve

17.1 You agree that in addition to any other rights we have under this Agreement, we may establish a Reserve consisting of cash or other assets that we will hold to satisfy your obligations or potential obligations under this Agreement or any other agreement with us or our Affiliates.

17.2 The amount of the Reserve shall be set by us in our sole discretion based upon your processing history and the potential risk of loss to us, as we may determine.

17.3 The Reserve shall be fully funded upon three days' notice to you or immediately in instances of suspected fraud or a Default.

17.4 The Reserve may be funded by all or any combination of: (a) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in your name or in the name of any of your principals, or any of your guarantors, or if any of same are authorized signers on such account; (b) any payments otherwise due to you from us or our Affiliates; or (c) any other collateral that you agree to provide and we agree to accept in our mutual discretion.

17.5 If this Agreement is terminated by any party, an immediate Reserve may be established without notice in the manner provided above. In these circumstances, the Reserve will be held by us for 10 months after termination of this Agreement or for such longer period of time as is consistent with resolution of all liability from your Card acceptance including Chargebacks, fines, fees or obligations of any other kind.

17.6 Any funds we hold in Reserve represent general payment obligations to you which do not become due until all potential contingent liabilities arising from your Card transactions have expired or lapsed. We may set-off any obligations that you owe to us before returning the balance of the Reserve. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in the Reserve, and we shall be entitled to accrued interest in such funds.

17.6 If any funds we hold in Reserve are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in Reserve have been released, you agree to promptly pay us such sums upon request.

18. Account Information

18.1 You are solely responsible for: (a) ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the Services, including any menus loaded onto a Device; (b) verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device; and (c) immediately notifying us should any information you have provided to us become inaccurate or misleading. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

18.2 Upon request, you will provide us and our Affiliates quarterly financial statements within 45 days of the end of each fiscal quarter and annual audited financial statements within 90 days of the end of each fiscal year. Any financial statements provided must be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

18.3 You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to us for any other reason.

18.4 Upon request, you shall provide to us and our Affiliates or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your facilities and records for the purpose of performing any inspection (including of Equipment) and copying of books and records deemed appropriate. You shall pay the costs incurred by us or our Affiliates for such inspection, including costs incurred for airfare and hotel accommodation.

18.5 You authorize us to share information provided by you in your Application or otherwise with other relevant organizations, including those involved in the provision of the Services.

19. Audit Rights

19.1 Upon notice to you, we may audit your usage, records and security, your customer's payment processing information, and the Services to ensure that (a) you are using the Services in full compliance with this Agreement; (b) all applicable fees have been paid; and; (c) you are in full compliance with all applicable laws, regulations and rules (including Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

19.2 You shall cooperate fully with any investigation or audit we or any Card Organization may undertake in relation to data security and you authorize us to share the details of any questionnaire or compliance report with the Card Organizations

20. Software Updates and Maintenance

20.1 We may perform maintenance on Software or Services which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Software or Services and obtain information needed to identify and fix any errors.

20.2 We may, at our discretion, release enhancements, improvements or other updates to any Software. If we notify you of any such update, you shall integrate and install such update into your systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install any updates in a timely fashion may impair the functionality of the Software or Services. We shall have no liability for your failure to properly install the most current version of any Software or any update, and we shall have no obligation to provide support or services for any outdated versions.

20.3 You acknowledge and understand that certain Software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify us for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

20.4 We and our Wireless Vendor(s) reserve the right to make changes in the configuration of Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving you at the particular address.

20.5 The default version and functionality of Clover software applications that are accessible at the time you acquire a Clover Device may vary.

21. Accessing Services via wireless services, the Internet or third parties

21.1 You may access certain of our Services through a Device using a wired (ethernet) or wireless (WiFi or cellular) connection to the internet. You are solely responsible for the payment of any fees that may be imposed by your internet/data provider. Your use of any Services accessed wirelessly or through the internet is subject to: (a) the terms of any agreements you have with your internet/data provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

21.2 You agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (a) any termination, suspension, delay or disruption of service (including billing for a service) by the internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of any of the Services, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (c) your failed attempts to access any Services or to complete transactions via any of the Services; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

21.3 We may alter which Devices and browsers are approved as compatible with particular Services in our discretion.

21.4 If a Service relies on online connectivity to provide up-to-date data, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

22. Service Integration

22.1 Unless otherwise agreed in writing, you have the sole responsibility to select and employ any competent programming agent(s) to accomplish any programming required to make your systems function correctly with our platforms (Integration). You shall be responsible for all technical support for your systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete any Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration.

22.2 You acknowledge that unless and until you complete any Integration, no Services which require such Integration shall need be provided by us to you pursuant to this Agreement.

22.3 Upon your request to us, and upon payment of any applicable fees, we may provide you with set-up services to assist with any Integration.

23. Security

23.1 You are solely responsible for establishing and maintaining Card Organization Rule compliant security policies and procedures to prevent unauthorized access to and use of Cardholder Information or any other data, including by implementing: (a) all steps required to comply with the PCI DSS, including ensuring all third parties and software use by you in connection with your payment processing are compliant with PCI DSS; (b) appropriate controls to limit access to, and render unreadable prior to discarding, all Cardholder Information and other data; (c) firewalls, passwords and other appropriate security features to protect against unauthorized access to your terminals, systems, the Services and any Software by your employees, contractors, customers, or by any other person (including instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions); and (d) any other reasonable protective techniques suggested by us. You are required to provide information to us regarding your PCI-DSS compliance when requested, including but not limited to an annual questionnaire that we will make available to you.

23.2 If you become aware of any loss, theft or unauthorized use of any data and/or any suspected breach of your systems or any suspicious transactions or fraudulent activity or if any other Data Security Event occurs, you shall (a) immediately notify us (and, as required under the Card Organization Rules, each Card Organization); (b) cooperate fully with any investigation into such matter by us or any Card Organization; (c) investigate the matter and perform all remedial actions reasonably specified by us; (d) not, without our prior written consent, take any action, or fail to take any action, which prejudices our rights under this Agreement; (e) not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent. If you do so, it will be at your own expense; and (f) grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile (and you agree and authorize payment for the additional scan). We reserve the right to deny you access to the Services, in whole or in part, if we believe that any loss, theft or unauthorized use of any data or access information has occurred.

23.3 You are responsible for all electronic communications sent to us or to any third party. When we receive communications from you we will assume you sent it to us.

23.4 You will not obtain ownership rights in any Cardholder Information. You must not use, disclose, store, sell or disseminate any Cardholder Information except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transaction.

24. Supply of Equipment

24.1 We will sell to you, and you will buy from us Equipment identified in Equipment Documents as being sold to you (individually and collectively, the Purchased Equipment). We will rent to you and you agree to accept and rent from us Equipment identified in Equipment Documents as being rented to you (individually and collectively, the Rental Equipment).

24.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

24.3 Warranties, if any, for the Equipment or any related Software will be contained within the packaging and originate from the applicable third party provider or manufacturer (Vendor) not us.

24.4 YOU ACKNOWLEDGE THAT ANY EQUIPMENT AND/OR SOFTWARE YOU PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IF YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER ON TERMINATION OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

24.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

24.6 We will deliver the Equipment to the site you designate. You are deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; (b) delivery to you if your site is not prepared and ready for installation; or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period for each piece of Rental Equipment starts on the date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

24.7 You will prepare the installation site(s) for the Equipment, including the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. Any alterations required for installation of Equipment will be done at your expense.

24.8 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

24.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.

24.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.

24.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft of or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.

24.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.

24.13 Rented Equipment may not be subleased at any time and you must keep all Equipment free of any claims, liens and legal processes initiated by creditors.

24.14 Promptly upon termination of all applicable rental periods or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear. For each item of Rental Equipment not so returned 14 calendar days after (a) termination of the applicable rental period, or (b) any action by us following a Default, you agree to pay us the greater of $250 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us.

24.15 Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

24.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.

24.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all Rental Equipment and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

24.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion (Wireless Equipment).

24.19 You agree to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission (FCC) or any other regulatory authority, if any, for the lawful operation of any Wireless Equipment used by you. You shall promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

25. Compliance with Laws

25.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Software, Equipment and each Service and provision and use of any Cardholder Information, customer information and other point of sale data in connection with the Services. You shall not use the Services for illegal purposes.

25.2 You are solely responsible for obtaining all required permits and monitoring legal developments applicable to the Services and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

25.3 NOTWITHSTANDING THE CAPABILITY OF CERTAIN SERVICES TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (a) YOUR USE OF ANY CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE SERVICES MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (b) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND

(c) YOU WILL AT ALL TIMES STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

26. Responsibilities

26.1 You agree to be fully responsible for and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from:

(a) any breach or misrepresentation by you under this Agreement; (b) your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) your use of the Services, including any Software or Equipment provided under this Agreement; (d) any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer); (e) your use of any Cardholder Information or other customer information obtained in connection with your use of the Services; (f) the content or delivery of any marketing messages that you send or cause to be sent to any customer; or (g) any other persons authorized or unauthorized access and/or use of any Service, Software or Equipment, whether or not using your unique username, password, or other security features.

26.2 Subject to the limitations set forth in Section 10.3, we agree to agree to be fully responsible for and hold you harmless from and against all losses, liabilities, damages and expenses directly resulting from any breach or misrepresentation by us under this Agreement or directly arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this obligation shall only apply to Bank in relation to the services provided by it hereunder.

27. Dispute Resolution

The parties agree to resolve disputes in accordance with this section.

27.1 Informal Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement (the "Dispute"), either party ("Notice Party") may provide written notice to the other party ("Receiving Party") in an attempt to informally resolve the Dispute, including a description of the issues ("Initial Notice"). If the parties' authorized representatives do not resolve the Dispute within ten (10) business days of delivery of the Initial Notice, then each party shall immediately refer the Dispute to an executive at the Vice President level. No proceedings for the resolution of such Dispute may begin until it has been elevated to the Vice President level, and the Vice President concludes, after a good faith effort to resolve the Dispute, that resolution through continued discussion is unlikely.

27.2 Litigation. Any Dispute not resolved within sixty (60) calendar days after a good faith effort to resolve the Dispute informally pursuant to Section 27.1 may be submitted to litigation. The parties agree that any litigation involving any Claim, regardless of whether the Claim is in contract, tort (including negligence), or otherwise or is legal or equitable in nature, that arises out of this Agreement that relates to the Services or the subject matter of this Agreement be brought exclusively in any appropriate state or federal court located in the State in which you are located.

27.4 Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

27.5 Nothing in this Agreement will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

28. Notices

28.1 All notices and other communications required or permitted under this Agreement (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing and sent:

a) if to you, to your email address or postal address appearing on the Application;

b) if to Processor, to its address appearing on the confirmation page, with a copy to Attention: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065; and

c) if to Bank, to the address appearing on the confirmation page.

28.2 Notices shall be effective when actually received or, if sent by courier, when delivered. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under this Agreement.

28.3 You must give us 30 days prior notice of any change to your address. Failure to provide us with a valid address may result in the termination of this Agreement.

28.4 Notwithstanding the above, all bankruptcy, credit reporting or collection related notices must be sent to the following address: Merchant Services Department, P.O. Box 675799 Marietta, GA 30006 Attn: Bankruptcy and Collection Notifications.

28.5 All notices must include your name(s) and merchant number(s).

29. Communications

29.1 You agree that we, our affiliates and our third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

29.2 You consent to receiving commercial electronic messages, including email messages, SMS and text messages, and telephone calls, from us, our Affiliates, and our third party subcontractors and/or agents.

30. Whole Agreement; Waiver; Severability

30.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings.

30.2 A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

30.3 Except with respect to Section 27, the parties intend every provision of this Agreement to be severable, and, if any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

31. Amendment

31.1 We may modify this Agreement (including changing the fees or adding new fees) by 20 days written notice to you. Subject to Section 31.2, you may choose not to accept the change by terminating this Agreement by written notice within 30 days of our notice.

31.2 Notwithstanding Section 31.1, we may at any time modify this Agreement in accordance with Section 6.5 or to reflect changes in applicable law, the Card Organization Rules or security procedures and your right of termination shall not arise in such circumstances.

32. Third Party Beneficiaries

32.1 Our Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as if they are a party to it. The rights of the parties to rescind or agree to any variations, waiver or settlement under this Agreement are not subject to the consent of any Person.

32.2 Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights or remedies under this Agreement.

33. 6050W of the Internal Revenue Code

33.1 Under Section 6050W of the Internal Revenue Code, you will receive a Form 1099- K reporting the gross dollar amount of card transactions processed through your merchant account with us in each year.

33.2 Amounts reportable under Section 6050W are subject to backup withholding requirements. We will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide your taxpayer identification number (TIN) to us, or (b) if the IRS notifies us that the TIN (when matched with the name) provided by you is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

34. Export Compliance

34.1 You agree not to export or re-export any Software or Equipment or any underlying information except in full compliance with all applicable laws and regulations.

34.2 None of the Software or Equipment or any underlying information may be down- loaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations.

34.3 If you have rightfully obtained Software or Equipment or any underlying information outside of the United States, you agree not to re-export the same except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained it. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

35. No Investment Advice

35.1 We do not provide any business, investment or financial advice and are not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities.

35.2 We expressly state, and you hereby acknowledge, that any information services are provided solely for informational purposes and are not to be used as a substitute for independent financial investment advice nor are they intended to be relied upon by any person or entity, including you or your customers for the purposes of investment or other financial decisions.

36. Interpretation; Definitions

36.1 The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement. References in this Agreement to include, including, or in particular shall not be given a restrictive meaning and shall be interpreted without limitation. Reference to any legislation is to such legislation as amended or supplemented in the future.

36.2 Certain terms used in this Agreement are defined below:

Affiliate: a Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

Anticipated Interchange and Program Pricing Level: your initial anticipated Card Organization interchange and program pricing rates.

Application: the application for Services executed by you.

Authorization: approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only that the Issuer has confirmed there is sufficient availability of funds on the Cardholder's account at the time the Authorization is requested.

Authorization and Capture: the communication of instructions from your POS or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

Card: See either Credit Card or Debit Card.

Cardholder: the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as a Card Member by American Express.

Cardholder Information: the data contained on a Card, or otherwise provided to you, that is required by the Card Organization or us in order to process, approve and/or settle a Card transaction, including the names, addresses and Card account numbers of Cardholders.

Card Organization: any entity formed to administer and promote Cards, including Mastercard Worldwide (Mastercard), Visa U.S.A., Inc. (Visa), DFS Services LLC (Discover Network), PayPal, Inc. (PayPal), American Express Travel Related Services Company, Inc. (American Express) and any applicable debit networks.

Card Organization Rules: the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Chargeback: a Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks.

Clover: Clover Network, Inc.

Clover Service: the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation and derivative works released by us.

Credit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network, PayPal or American Express (or any other Card Organization specified by us in writing) and authorizing the Cardholder to buy goods or services on credit.

Credit Limit: the credit line set by the Issuer for the Cardholder's Credit Card account.

Data Security Event: any actual or suspected unauthorized or fraudulent access to (or use, disclosure, or alteration of) Transaction Data (including but not limited to Cardholder Information) whether consisting of a single event, a continuous course of events, or a series of related events.

Debit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network or American Express or any debit network that is used to access funds in a Cardholder's bank account or a prepaid account.

Device: a tablet, smartphone, or other mobile or fixed form factor identified by us as compatible with and capable of accessing and/or supporting a particular Service.

Discount Rate: a percentage rate or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit transactions, as set forth in the Application.

Dispute: any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship, and arising at any time during, before, or after that relationship.

EMV Upgrade Costs: the costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Cards in a manner compliant with the PCI DSS.

Equipment: equipment rented to or purchased by you under this Agreement and any Equipment Documents.

Equipment Documents: documents setting out additional terms on which Equipment is rented to or purchased by you under this Agreement.

General Terms: these general terms and conditions on which the Services are provided, including any amendments or modifications.

Foreign Currency: a currency other than the Local Currency and supported by us for a particular service.

GeP Transaction: a card not present transaction between you and a Cardholder using a card type approved by us, in which you present the price for the product or service in a Foreign Currency in a card not present environment and the Cardholder authorizes (a) the price in a Foreign Currency to be submitted to a Card Organization for settlement, and (b) that the Cardholder's account will be charged for the price in the Foreign Currency.

GeP Service: the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by us and/or a GeP Service Provider to authorize, process, and settle GeP Transactions.

Issuer: the financial institution or Card Organization that has issued a Card to a Person.

Local Currency: the currency associated with your place of domicile and approved by us.

Marks: names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Merchant Account: shall mean an account set up for a merchant that requires a card processor, bank, merchant ID, terminal ID, merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

Merchant Account Number: a number that numerically identifies each merchant location, outlet, or line of business to us for accounting and billing purposes.

MID: merchant identification number.

Mitigation Service: a service provided to a Cardholder whose information is the subject of a Data Security Event, where the primary purpose of the service is to mitigate the effects of the Data Security Event, including identity theft education and assistance and credit monitoring.

Non-PIN Debit: a transaction using a Debit Card that is processed without the use of a PIN.

Non-Qualified Fee: the difference between the interchange or program pricing associated with the Anticipated Interchange and Program Pricing Level and the interchange or program pricing associated with the more costly interchange or program pricing level at which the transaction actually processed.

Non-Qualified Surcharge: a surcharge applied to any transaction that fails to qualify for the Anticipated Interchange and Program Pricing Level and is therefore downgraded to a more costly interchange or program pricing level. The Non-Qualified Surcharge (the amount of which is set out on the Fee Schedule) is in addition to the Non-Qualified Fee, which is also your responsibility.

PCI: Payment Card Industry.

PCI DSS: Payment Card Industry Data Security Standard, as amended from time to time.

Person: an individual, corporation, partnership, sole proprietorship, trust, association or any other legally recognized entity or organization, other than you or us.

PIN: a Personal Identification Number entered by the Cardholder to submit a PIN Debit transaction.

PIN Debit: a transaction using a Debit Card where a Cardholder-enters a PIN via a PIN Pad.

Reserve: funds that are otherwise payable to you which we hold to secure your obligations under this Agreement, pursuant to Section 17 of this Agreement. The Reserve may also refer to other collateral that you may provide to us to secure such obligations. References to "Reserve Account" shall refer to our records and accounting of such funds or other collateral.

Security Event Expenses: means: (a) any obligation that you have to us arising from a Data Security Event, including EMV Upgrade Costs; (b) the cost of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI to determine the cause and extent of a Data Security Event; and (c) any reasonable fees or expenses incurred by us, or by you with our prior written consent, for any Mitigation Service specifically approved by us in writing but only if the Mitigation Service is provided within one (1) year after discovery of the relevant Data Security Event.

Servicers: Bank and Processor collectively. The words "we," "us" and "our" refer to Servicers, unless otherwise indicated.

Services: the activities undertaken by us to authorize, process and settle Card transactions undertaken by Cardholders at your location(s), and all other services provided by us under this Agreement.

Settlement Account: an account or account(s) at a financial institution designated by you as the account to be debited and credited by us for Card transactions, fees, Chargebacks and other amounts due under this Agreement or in connection with this Agreement.

Software: all software, computer programs, related documentation, technology, know-how and processes embodied in the Equipment i.e. firmware or otherwise provided to you under this Agreement. For the avoidance of doubt, the term Software shall not include any third party software available as part of a Third Party Service or which may be obtained by you separately from the Services (e.g. any applications downloaded by you through an application marketplace).

Third Party Services: services, products, promotions or applications provided by someone other than us.

Transaction Data: data collected as part of performing Services for you.

Transaction Rate: the then-current Foreign Currency exchange rate used by the Card Organizations or their designee to convert the net funding amount into the Local Currency.

Wireless Networks: certain cellular telephone and data networks to which we have access though Wireless Vendors

Wireless Services: wireless data communication services that use radio base stations and switching offered by Wireless Networks in order to allow you to capture and transmit to us certain wireless Card Authorization transactions or to transmit other communications to our system.

Wireless Software: wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from our systems onto the Wireless Equipment.

Wireless Vendors: one or more third party vendors selected by us in our sole discretion through whom we have acquired the right to resell Wireless Services.

You, Your: the merchant signing this Agreement.

Your Payments Acceptance Guide: the information prepared by us, containing operational procedures, instructions and other rules and requirements relating to Card transactions.

Merchant Processing Application and Agreement

Please review the information below and sign if everything looks right. If you have any questions please contact your representative.

SETUP INFORMATION

Sales Code	MP1006	**Application Platform**	North

BUSINESS DETAILS

CONTACT INFORMATION

First Name	Jeanne	**Last Name**	Smith
Email	JSmith@oceanportboro.com	**Phone Number**	(732) 222-8221

BUSINESS INFORMATION

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Business Legal Name	Borough of Oceanport	**DBA Name**	Boro of Oceanport
Tax Filing Name	Borough of Oceanport	**Tax Filing Method**	☑ EIN ☐ SSN
Tax ID (EIN)	XX-XXX0961		

Type of Ownership

☑ Government ☐ Individual / Sole Proprietor ☐ Limited Liability Company ☐ Non-Profit Org ☐ Partnership ☐ Private Corporation ☐ Public Corporation ☐ Tax Exempt

Stock Exchange (Only applicable for Public Corporations)

☐ NYSE or NASDAQ ☑ Other/Not Applicable

		Stock Ticker Symbol	(NYSE or NASDAQ)
Industry (MCC)	9399 - Government Services (Not Elsewhere Classified)	**Business Description**	Government Payments
Industry Options	☐ Quasi Cash	**Business Start Date**	1900-01-01
Website	www.oceanportboro.com	**Business Phone**	(732) 222-8221

BUSINESS ADDRESS

Street Address 1	910 Oceanport Way		
Street Address 2		**City**	Oceanport
State	New Jersey	**ZIP**	07757
Country	United States of America		

BUSINESS LEGAL MAILING ADDRESS

Street Address 1	PO Box 370		
Street Address 2		**City**	Oceanport
State	New Jersey	**ZIP**	07757
Country	United States of America		

OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business.

BUSINESS OWNER INFORMATION

First Name	Catherine	**Last Name**	LaPorta
% Ownership	0 %	**Personal Guarantee**	☐ Yes
SSN		**Date of Birth**	1950-01-01
Mobile Phone	(732) 222-8221		
Email	klaporta@oceanportboro.com		

Street Address 1	910 Oceanport Way		
Street Address 2		**City**	Oceanport
State	New Jersey	**ZIP**	07757
Country	United States of America		

ADDITIONAL BUSINESS OWNER (1)

First Name		Last Name		Street Address 1			
% Ownership	%	SSN		Street Address 2		City	
Date of Birth		Mobile Phone		State		ZIP	
				Country			

ADDITIONAL BUSINESS OWNER (2)

First Name		Last Name		Street Address 1			
% Ownership	%	SSN		Street Address 2		City	
Date of Birth		Mobile Phone		State		ZIP	
				Country			

ADDITIONAL BUSINESS OWNER (3)

First Name		Last Name		Street Address 1			
% Ownership	%	SSN		Street Address 2		City	
Date of Birth		Mobile Phone		State		ZIP	
				Country			

ADDITIONAL BUSINESS OWNER (4)

First Name		Last Name		Street Address 1			
% Ownership	%	SSN		Street Address 2		City	
Date of Birth		Mobile Phone		State		ZIP	
				Country			

BANKING AND PROCESSING

DEPOSIT AND WITHDRAWAL BANK ACCOUNT

Bank Name TD Bank

Account Type ☑ Business Checking ☐ Savings

Routing Number XXXXX1360 **Account Number** XXXXXX4389

PROCESSING VOLUME

Average Monthly Card Volume $ / month

Average Transaction Amount $

PRODUCT / SERVICE DELIVERY WINDOWS

On average, Products / Services are delivered in

☑ 0–7 Days ☐ 8–14 Days ☐ 15–30 Days ☐ 30+ Days

MODE OF TRANSACTION

In Person %

Telephone %

Online %

Must total 100%

THIRD PARTY PROVIDER

Do you use any third party provider (TPP) to store, process or transmit cardholder data? (Examples include but are not limited to web hosting companies, Electronic Data Capture, Loyalty programs, software)

☐ Yes ☑ No

If so, please provide third party provider information:

TPP Name

TPP Email

TPP Phone

CardConnect LLC is a registered ISO of Wells Fargo Bank, N.A., Concord, CA

EQUIPMENT

NEW ORDERS

Product Name	Network	Qty	Price *	Frequency
CardPointe Gateway (RapidConnect North)	Cardnet	1	-	-
			$	
			$	
			$	

Clover Menu Requested ☐

** Price does not include tax and shipping & handling.*

SHIP EQUIPMENT TO

Ship To Attention		**Ship To Email**	
Street Address 1			
Street Address 2		**City**	
State		**ZIP**	
Country			

MERCHANT SERVICES

PAYMENTS ACCEPTED

American Express Opt Blue | Discover Full ACQ | Mastercard | Visa

AMERICAN EXPRESS

Amex Program ☑ Amex OptBlue ☐ Amex ESA

Amex ESA SE ____ **IATA/ARC Number** ____

DISCOVER

Discover Program ☑ Discover Full ACQ ☐ Discover EASI

Discover EASI SE ____

Discover Industry Options

☐ Enable Incremental Authorizations

☐ Debt Repayment Program

PRICING INFORMATION

PRICING

Discount Frequency

☑ Monthly ☐ Daily

Funding Rollup

☐ Net Fees and Deposits ☑ Separate Fees and Deposits ☐ Individual Batches

DUES & ASSESSMENTS

☑ Dues & Assessments

In addition to the fees described in this Merchant Application and Agreement, you must pay us all Card Organization Charges. "Card Organization Charges" means all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion in Section 28 of the Program Guide and include but are not limited to: assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.

TIERED

Discount Fees	Credit	Non-PIN Debit	Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%	Discover Qualified	%	%
Visa Mid-Qualified	%	%	Discover Mid-Qualified	%	%
Visa Non-Qualified	%	%	Discover Non-Qualified	%	%
Mastercard Qualified	%	%	Amex Qualified	%	
Mastercard Mid-Qualified	%	%	Amex Mid-Qualified	%	
Mastercard Non-Qualified	%	%	Amex Non-Qualified	%	

INTERCHANGE PLUS

Pass Through Interchange — You will be charged the applicable interchange rate from Mastercard, Visa, Discover and American Express as well as the Discount Fees listed below. Interchange Rates are variable and are determined by how your transactions clear, and are subject to change.

Passthrough Interchange Costs ☑ Gross Interchange ☐ Net Interchange

Discount Fees	**Credit / Non-PIN Debit**
Visa Qualified	0.05 %
Mastercard Qualified	0.05 %
Discover Qualified	0.05 %
Amex Qualified	0.1 %

BILL BACK

Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 26.1) Applies to Non-qualified MC, Visa, Discover, American Express OptBlue Credit and/or Non-PIN Debit Transactions.

%

Discount Fees	**Credit**	**Non-PIN Debit**
Visa Qualified	%	%
Mastercard Qualified	%	%
Discover Qualified	%	%
Amex Qualified	%	

FLAT RATE

Discount Fees	**Credit / Non-PIN Debit**
Visa Qualified	%
Mastercard Qualified	%
Discover Qualified	%
Amex Qualified	%

AUTHORIZATION & TRANSACTION FEES

Authorization Fees (All Card Types)	$ 0.00 / Each
ACH Batch Fee	$ 0.00 / Each
Voice Authorization Fee	$ 0.00 / Each
Address Verification Fee (AVS)	$ 0.00 / Each
Transaction Fees (All Card Types)**	$ 0.00 / Each

**Transaction Fees (All Card Types) and Gateway Transaction Fee will be added together and billed on your merchant statement as "Trans Fee".

PIN DEBIT

Discount Fee	%
Transaction Fee	$ / Each

CLOVER FEES

Clover Go Service Fee, Per MID	$ 0.00 / Monthly

EBT

FNS#	
Transaction Fee	$ / Each

VOYAGER

Authorization Fee	$ / Each
Sales Discount	%

WRIGHT EXPRESS

Discount Fee	%
Transaction Fee	$ / Each
Chargeback Fee	$ / Each
Retrieval Fee	$ / Each

CARDPOINTE AND GATEWAY FEES

Setup Fee	$ 0.00 (One Time)
CardPointe Monthly Platform Fee	$ 1.00 / Monthly
Gateway Monthly Fee	$ 0.00 / Monthly
Gateway Transaction Fee**	$ 0.00 / Each

**Gateway Transaction Fee and Transaction Fees (All Card Types) will be added together and billed on your merchant statement as "Trans Fee".

TRANSARMOR

☐ TransArmor Data Protection

TransArmor Monthly Fee	$ / Monthly

MONTHLY AND MISCELLANEOUS FEES

Application Fee	$ 0.00 (One Time)	Annual Membership Fee	$ 0.00 / Annual
Minimum Processing Fee	$ 0.00 / Monthly	Regulatory Product Fee	$ 0.00 / Monthly
DDA Rejects	$ 0.00 / Each	PCI Non-Compliance Fee	$ 29.95 / Monthly
Statement Fee	$ 0.00 / Monthly	Wireless Fee	$ 0.00 / Monthly
Chargeback Fee	$ 25.00 / Each	Wireless Activation Fee	$ 0.00 (One Time)
Retrieval Fee	$ 15.00 / Each	PCI Annual Fee	$ 0.00 / Annual

CONFIRMATION

EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee	$ 0.00
Client Initials	

PERSONAL GUARANTEE

By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and /or the TeleCheck / TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

Signature		**Date**	

AGREEMENT APPROVAL

Merchant Acceptance – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Each signer authorizes CardConnect LLC and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect LLC and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect LLC and/or the Member Bank and a merchant number is issued.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

SIGN YOUR AGREEMENT

Signature	
Date	

CARDCONNECT LLC

Application Approved By:

Signature			
Title		**Date**	

WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)

Application Approved By:

Signature	

PROCESSOR INFORMATION

Name	CardConnect LLC
Address	1000 Continental Drive, Suite 300, King of Prussia PA, 19406
URL	www.cardconnect.com
Customer Service (Phone)	1-877-828-0720

ORDINANCE #1039

AN ORDINANCE BY BOROUGH OF OCEANPORT IN COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROHIBITING THE OPERATION OF ANY CLASS OF CANNABIS BUSINESSES WITHIN ITS GEOGRAPHICAL BOUNDARIES AND AMENDING CHAPTER 390 OF THE BOROUGH OF OCEANPORT

WHEREAS, in 2020 New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called "cannabis" for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" (the "Act"), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis item
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributer license, for businesses involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchases items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, section 31a of the Act authorizes municipalities by ordinance to adopt regulations governing the number of cannabis establishments (defined in section 3 of the Act as "a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer"), cannabis distributors or cannabis delivery services allowed to operate within their boundaries, as well as the location manner and times operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

WHEREAS, section 31b of the Act authorizes municipalities by ordinance to prohibit the operation of any one or more classes of cannabis establishments, distributors, or delivery services anywhere in the municipality; and

WHEREAS, section 31b of the Act also stipulates, however, that any municipal regulation or prohibition must be adopted within 180 days of the effective date of the Act (*i.e.*, by August 22, 2021); and

WHEREAS, pursuant to section 31b of the Act, the failure to do so shall mean that for a period of five years thereafter, the growing, cultivating, manufacturing, selling and reselling of cannabis and cannabis items shall be permitted uses in all industrial zones, and the retail selling of cannabis items to consumers shall be a conditional use in all commercial and retail zones; and

WHEREAS, at the conclusion of the initial and any subsequent five-year period following a failure to enact local regulations or prohibitions, the municipality shall again have 180 days to adopt an ordinance regulating or prohibiting cannabis businesses, but any such ordinance would be prospective only and would not apply to any cannabis business already operating within the municipality; and

WHEREAS, the Governing Body of the Borough of Oceanport has determined that, due to present uncertainties regarding the potential future impacts that allowing one or more classes of cannabis business might have on New Jersey municipalities in general, and on the Borough of Oceanport in particular, it is at this time necessary and appropriate, and in the best interest of the health, safety and welfare of the Borough of Oceanport's residents and members of the public who visit, travel, or conduct business in the Borough of Oceanport to amend the Borough of Oceanport's zoning regulations to prohibit all manner of marijuana-related land use and development within the geographic boundaries of the Borough of Oceanport; and

WHEREAS, officials from two prominent non-profit organizations that have been established for the purpose of advising New Jersey municipalities on legal matters such as have been presented by the Act (those organizations being the New Jersey State League of Municipalities and the New Jersey Institute of Local Government Attorneys) have strongly urged that, due to the complexity and novelty of the Act; the many areas of municipal law that are or may be implicated in decisions as to whether or to what extent cannabis or medical cannabis should be permitted for land use purposes or otherwise regulated in any particular municipality; and the relatively short duration in which the Act would allow such decisions to be made before imposing an automatic authorization of such uses in specified zoning districts subject to unspecified conditions, the most prudent course of action for all municipalities, whether or not generally in favor of cannabis or medical cannabis land development and uses, would be to prohibit all such uses within the Act's 180-day period in order to ensure sufficient time to carefully review all aspects of the Act and its impacts;

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Oceanport, in the County of Monmouth, State of New Jersey, as follows:

1. Pursuant to section 31b of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (P.L. 2021, c. 16), all cannabis establishments, cannabis distributors or cannabis delivery services are hereby prohibited from operating anywhere in the Borough of Oceanport, except for the delivery of cannabis items and related supplies by a delivery service. *[IF APPLICABLE: This prohibition shall also apply in those parts of the Borough of Oceanport under the jurisdiction and authority of the Fort Monmouth Economic Revitalization Authority, New Jersey Sports and Exposition Authority and the New Jersey Economic Development Authority, notwithstanding any State law to the contrary.]*

2. Chapter 390 of the Code of the Borough of Oceanport is hereby amended by adding to the list of prohibited uses, the following: "All classes of cannabis establishments or cannabis distributors or cannabis delivery services as said terms are defined in section 3 of P.L. 2021, c. 16, but not the delivery of cannabis items and related supplies by a delivery service."

3. Any article, section, paragraph, subsection, clause, or other provision of the Code of the Borough of Oceanport inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

4. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

5. This ordinance shall take effect upon its passage and publication and filing with the Monmouth County Planning Board, and as otherwise provided for by law.

APPROVED ON FIRST READING
DATED: May 20, 2021

JEANNE SMITH
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING
DATED: June 17, 2021

JEANNE SMITH
Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS __________DAY OF ________________.

JOHN F. COFFEY, II
Mayor