



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • JUNE 6, 2024

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

I. Call to Order & Statement of Compliance with Open Public Meetings Act

This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2024 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.

II. Flag Salute, Statement to the Public

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

III. Roll Call

IV. Public Comment on Action Items

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

V. Action Items

- #2024-148 Resolution authorizing payment of BILL LIST 06-06-2024
- #2024-149 Resolution authorizing purchase of fire dept equipment through State Contract
- #2024-150 Resolution awarding contract to Colliers Engineering - Trinity Park Improvements
- #2024-151 Resolution authorizing purchase of a Powercot for First Aid Squad
- #2024-152 Resolution authoring shared service for purchase of vehicles from Borough of Rumson

VI. Clerk's Report

1. Mandatory Stormwater Training
2. Shared Service Opportunity with Middletown for records scanning
3. Place to Place Transfer Application - Parker's Creek LL
4. Bid Results - New Liquor License

Old Business

5. Discussion: Status of Wardell Circle / Nicholson Place Matter, Councilwoman Cooper
6. Discussion: ByLaws, Councilwoman Cooper

New Business

7. Resolution authorizing Tax Sale Redemption #23-00012
8. Resolution Approving 2024-2025 Liquor Licenses

9. Resolution authorizing waiver of Street Opening Moratorium for 18 Genesse Ave
10. Resolution authorizing 2024 contract for Intron Technology for IT Services
11. Resolution authorizing renewal of OPRS-RIM Shared Services Agreement with Monmouth County
12. Resolution authorizing the award of a contract to CivicPlus for Agenda Meeting Management software
13. Resolution approving Special Event Permit for Beacon Events Fort Monmouth 5K
14. Resolution authorizing a fireworks display at 2024 Summer's End
15. Resolution approving First Aid Membership - Fragale, Jr., Anthony

VII. Administrator's Report

VIII. Mayor's Report

IX. Public Comment

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

X. Adjournment

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR JUNE 6, 2024**

**Resolution #2024-148
06/6/24**

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of June 6, 2024.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$2,103,354.01.

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.



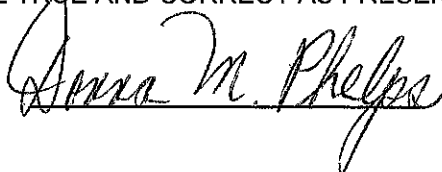
Catherine D. LaPorta, CFO

BOROUGH OF OCEANPORT BILL LIST

6-Jun-24

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$175,383.56 10TH PAY
PAYROLL ACCOUNT	\$153,589.57 11TH PAY
MANUAL CHECKS	
Sean Burrough, Bag Piper	\$500.00
 GRANT FUND	 \$109,511.91
CAPITAL	\$63,344.77
DOG REGISTRY TOTAL	\$425.00
OPEN SPACE TRUST TOTAL	\$12,026.80
SUI	\$1.55
UCC TRUST	\$641.29
TRUST OTHER TOTAL	\$5,100.37
ESCROW TRUST TOTAL	\$6,531.25
NON BUDGETARY	\$1,238,620.99
2023 VOUCHERS PAID THIS MEETING	\$94,170.84
2024 VOUCHERS PAID THIS MEETING	\$243,506.11
TOTAL	\$2,103,354.01

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



List of Bills - (All Funds)

5.1.b

Vendor	Description	Payment	Check Total
Current Fund			
1767 - ADT SECURITY CORPORATION	PO 16875 910 OCEANPORT WAY - FIRE PANEL BEEPING	847.72	
	PO 16911 FIRE MONITORING - 05/30-06/29/24	68.13	915.85
1658 - AMAZON CAPITAL SERVICES, INC	PO 16710 SUPPLIES	45.42	
	PO 16757 NEW LIBRARY RUG, SAUCERS TO MARK SPRINKL	134.97	
	PO 16772 Recreation Coordinator Office Supplies	85.97	
	PO 16833 SUPPLIES	108.47	
	PO 16848 SUPPLIES - COURT	65.01	
	PO 16867 Candy for Memorial Day Parade	64.58	504.42
2045 - BIRDS BEWARE, INC	PO 16643 GEESE CONTROL SERVICES	481.27	481.27
2204 - CAMPBELL FOUNDRY COMPANY	PO 16837 REPLACING BROKEN STORM DRAIN CURB END ON	391.01	391.01
1516 - CANON FINANCIAL SERVICES, INC	PO 16966 PD COPIER SERVICE - MAY 2024	58.92	58.92
2114 - CARL'S FENCING, DECKING & HOME IMPROVEME	PO 16476 FENCING- SUMMERFIELD AVE GATE	3,855.00	3,855.00
1045 - CATHERINE LAPORTA	PO 16873 REIMBURSE CMFO LICENSE FEE	50.00	50.00
1050 - CERTIFIED SPEEDOMETER, INC	PO 16764 Calibration of Patrol Vehicles	220.00	220.00
1851 - CHRIS HENRY, JR.	PO 16892 Reimbursement for Helmet (Bike School) C	69.99	
	PO 16984 Uniform Reimbursement Henry	322.67	392.66
1449 - CHRISTIANA T C/F CE1/FIRSTTRUST	PO 16843 REDEMPTION B110.20 & B110.21 LOTS 1	17,376.85	17,376.85
1987 - CINTAS CORPORATION NO 2	PO 15624 HATS FOR DPW	372.87	
	PO 16989 CLEANING 5/23/2024 BORO HALL + POLICE DE	238.23	611.10
1807 - COLLIERS ENGINEERING & DESIGN	PO 16956 GENERAL ENGINEERING	6,000.00	
	PO 16957 BLDG 550 & 551 ASBESTOS ABATEMENT & DEMO	4,198.75	
	PO 16958 FMERA STORMWATER INFRASTRUCTURE STUDY	7,095.76	
	PO 16959 FMERA - 600 AREA WATER	14,103.75	31,398.26
1446 - DIRECT ENERGY BUSINES	PO 16855 TRAFFIC LIGHTS - 04/01-31/24	46.97	
	PO 16864 PARK - 01/01-30/24	297.80	344.77
1453 - DONNA PHELPS	PO 16894 MEETINGS DUE TO COVID - 05/20-06/19/24	90.09	90.09
1116 - GANNETT NEW YORK/NEW JERSEY LOCALiQ	PO 16909 Legal Notice - BID/RFP	84.28	84.28
2119 - GEAR WASH	PO 16556 Repair to M. Ciaglia Jr. fire PPE	124.48	124.48
1652 - GOLD TYPE BUSINESS MACHINE	PO 15651 POLICE RADIOS	53,354.00	53,354.00
1941 - GOTO TECHNOLOGIES USA, INC	PO 16890 MONTHLY SERVICES - 5/21/24-06/20/24	199.00	199.00
1506 - GRANICUS, LLC	PO 16943 AGENDA & MINUTE SOFTWARE - MAY 2024	435.75	435.75
1209 - GROFF TRACTOR MID ATLANTIC	PO 16607 SERVICE 321F S/N NNHP03973	1,304.20	1,304.20
1480 - JOHN GUIRE SUPPLY	PO 16709 ADMIN CAR - FORD TAURUS	148.70	
	PO 16822 ESTIMATE FOR HOSES -TORO 3 WING	169.29	317.99
1156 - JOHN WEIR	PO 16961 Purchase uniform Equip Weir	81.74	81.74
1162 - KELLY SIEGLE	PO 16960 Uniform Purchase Siegle	110.40	
	PO 16967 Uniform Reimbursement Siegle	1,002.91	1,113.31
1499 - KEVIN E KENNEDY, ESQ	PO 16964 PB - 2024 MEETINGS	500.00	
	PO 16965 PB - 2024 MEETINGS	500.00	1,000.00
2032 - KEVIN MORIARTY	PO 16522 PUBLIC DEFENDER	400.00	400.00
2192 - L.E.A.D., INC.	PO 16554 Class for Ptl. Svenson SRO	100.00	100.00
1814 - LEAF	PO 16877 COPIERS	223.01	223.01
1204 - MGL PRINTING SOLUTIONS	PO 16303 PTR STAMP FOR TAX DEPT	87.00	
	PO 16366 2024 TAX BILLS & ADVICE	542.30	629.30
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 16236 TO REMOVE TREE BY COMMUNITY GARDEN BORO	2,310.60	
	PO 16485 COUNTY GAS CARDS	40.00	
	PO 16949 DPW - GASOLINE - APR 2024	2,031.71	
	PO 16950 PD GASOLINE - APR 2024	2,414.19	
	PO 16951 OEM GASOLINE - APR 2024	124.36	
	PO 16952 FD GASOLINE - APR 2024	647.74	
	PO 16953 FA GASOLINE - APR 2042	279.61	7,848.21
1538 - MONMOUTH COUNTY TREASURER	PO 16580 BULK PICK UP -APRIL	1,233.38	1,233.38
1222 - MONMOUTH COUNTY TREASURER	PO 16854 2024 MONMOUTH COUNTY SHARED SERVICES	119,668.00	119,668.00
1245 - NJ AMERICAN WATER CO	PO 16888 24 PORT AU PECK - 04/11-05/10/24	199.28	
	PO 16895 CHARLES PARK - 04/11-05/10/24	23.52	
	PO 16896 PORT AU PECK FIRE HOUSE - 04/11-05/10/24	215.30	
	PO 16897 MUNICIPAL COMPLEX #2 - 04/10-05/08/24	206.33	
	PO 16899 LIBRARY - 04/11-05/10/24	32.49	
	PO 16901 MUNICIPAL COMPLEX #1 - 04/10-05/08/24	206.33	
	PO 16902 OLD WHARF #2 - 04/10-05/08/24	23.52	

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List of Bills - (All Funds)

5.1.b

Vendor	Description	Payment	Check Total
	PO 16903 OLD WHARF #1 - 04/11-05/09/24	215.30	1,122.07
1245 - NJ AMERICAN WATER CO	PO 16904 FIRE - 04/11-05/09/24	242.58	
	PO 16905 OLD WHARF - 04/11-05/09/24	58.84	301.42
1245 - NJ AMERICAN WATER CO	PO 16906 BLACKBERRY BAY - 04/11-05/10/24	327.86	
	PO 16932 HYDRANT SERVICE - 04/24-05/22/24	8,776.10	9,103.96
1248 - NJ LEAGUE OF MUNICIPALITIES	PO 16927 NJ MUNICIPALITIES MAGAZINE	325.00	325.00
1251 - NJ NATURAL GAS CO	PO 16933 LIBRARY - 04/16-05/14/24	95.18	
	PO 16934 920 OCEANPORT WAY - 04/18-05/16/24	48.35	
	PO 16935 910 OCEANPORT WAY - 04/18-05/16/24	271.08	
	PO 16936 FAS UTILITIES - 04/17-05/15/24	96.42	
	PO 16937 433 MYRTLE AVE - 04/17-05/15/24	195.29	
	PO 16938 315 E. MAIN - 04/17-05/15/24	115.63	
	PO 16939 21 MAIN STREET - 04/17-05/15/24	188.03	
	PO 16940 930 OCEANPORT WAY - 04/18-05/16/24	481.57	1,491.55
1261 - OCEANPORT BOARD OF EDUCATION	PO 16879 JUNE 2024 TAX REMITTANCE & DEBT SERVICE	900,715.50	900,715.50
2199 - PARKER SYSTEMS, LLC	PO 16727 OEM TRUCK	200.00	200.00
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 16928 AFFORDABLE HOUSING - APR 2024	342.00	
	PO 16929 GENERAL LEGAL - APR 2024	6,419.70	6,761.70
1938 - PRIMEPOINT, LLC	PO 16883 PAYROLL SERVICES - 04/30, 05/10, & 05/24	635.15	635.15
2039 - PRO CAP 8, LLC	PO 16575 CERTIFICATE 21-00005 RESOLUTION #2024-	1,547.67	1,547.67
2130 - REARDON ANDERSON, LLC	PO 16801 CIVIL LITIGATION	1,365.00	1,365.00
1879 - RESERVE ACCOUNT - POSTAGE METER	PO 16874 POSTAGE REFILL	1,000.00	1,000.00
2015 - RUTGERS SOIL TESTING LABORATORY	PO 16821 TECHNICAL TESTING OF COMPOST	150.00	150.00
1607 - RUTGERS UNIVERSITY	PO 16197 COURSE PARK LIABILITY & PARK PLANTS 03/1	630.00	630.00
1315 - SEABOARD WELDING SUPPLY, INC.	PO 16820 MONTHLY DPW CYLINDER FOR WELDING	40.25	40.25
1318 - SEMCORE RENTAL CENTER II	PO 16379 SKIDSTEER RENTAL- MESSAGE BOARD SIGN MAR	664.20	664.20
1974 - SERVICE TIRE TRUCK CENTER INC	PO 16790 TIRES FOR LAWN EQUIP (TORO BATWING & STA	770.00	
	PO 16810 UNIT 114 FORD EXPLORER	279.08	1,049.08
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 16988 DPW PRINTER CHARGES	59.22	59.22
1322 - SHORE REGIONAL BOARD OF ED	PO 16921 JUNE 2024 STUDENT TRANSPORT	4,060.17	4,060.17
1323 - SHORE REGIONAL HIGH SCHOOL	PO 16880 JUNE 2024 TAX REMITTANCE	319,527.90	319,527.90
1325 - SHREWSBURY AUTO PARTS	PO 16811 SUPPLIES DPW	138.79	138.79
1335 - STORR TRACTOR COMPANY, INC	PO 16807 TORO	97.12	97.12
1337 - SUBURBAN DISPOSAL	PO 16856 COLLECTION - MAY 2024	34,500.00	
	PO 16857 DISPOSAL FEE - APR 2024	26,092.64	60,592.64
1580 - THE TWO RIVER TIMES	PO 16915 LEGAL NOTICES	91.14	91.14
1365 - TREASURER: STATE OF NJ/727GSPT	PO 16842 NJDEP, TRUST FUND MANAGMENT	1,094.44	1,094.44
1825 - TURN OUT FIRE & SAFETY	PO 15323 UNIFORM FOR FIRE BUREAU OFFICIAL	443.97	443.97
1383 - V&B AUTO REPAIR LLC	PO 16786 Service to Units 4,8 & 10	219.65	
	PO 16841 service & repairs to patrol vehicles	2,481.46	2,701.11
2187 - VAUGHAN CONSTRUCTION AND EXCAVATION	PO 16970 FMERA 600 AREA WATER SERVICE	84,113.65	84,113.65
1387 - VERIZON	PO 16852 OLD WHARF HOUSE FIRE MONITORING - 05/08-	116.64	
	PO 16853 LIBRARY PHONE - 05/07-06/06/24	264.11	
	PO 16907 910 OCEANPORT WAY FIRE MONITORING - 05/1	116.35	
	PO 16908 910 OCEANPORT WAY INTERNET - 05/13-06/12	149.00	646.10
1388 - VERIZON WIRELESS	PO 16859 DPW - 05/02-06/01/24	40.01	
	PO 16862 FIRE BUREAU WIRELESS - 05/02-06/01/24	28.62	68.63
1559 - Verizon Wireless	PO 16861 UCC/CLERK WIRELESS - 05/02-06/01/24	65.48	65.48
1558 - Verizon Wireless	PO 16863 FIRE WIRELESS - 05/02-06/01/24	120.07	120.07
1389 - VERIZON WIRELESS (OEM)	PO 16858 OEM WIRELESS - 05/02-06/01/24	80.02	80.02
Capital Fund			
1807 - COLLIERS ENGINEERING & DESIGN	PO 16954 2023 ROAD PROGRAM	7,720.00	
	PO 16955 ALLENHURST AVE BULKHEAD	786.25	8,506.25
2040 - MECO, INC	PO 16968 2023 ROAD PROGRAM (SIDEWALKS)	54,838.52	54,838.52
DOG TRUST FUND			
1445 - Monmouth County SPCA	PO 16739 ANIMAL CONTROL SERVICES - MAR 2024	425.00	425.00
OPEN SPACE TRUST			
1027 - BARCO PRODUCTS	PO 16644 GARBAGE & RECYCLING CANS AT PICKLEBALL C	4,575.25	4,575.25
2045 - BIRDS BEWARE, INC	PO 16643 GEESE CONTROL SERVICES	893.73	893.73
1077 - DEW DROP LAWN SPRINKLERS	PO 16898 IRRIGATION SERVICES CHARLES PARK	533.17	533.17

List of Bills - (All Funds)

5.1.b

Vendor	Description	Payment	Check Total
1625 - DOG WASTE DEPOT	PO 16787 DOG WASTE BAGS FOR BORO PARKS	349.95	349.95
2059 - HEADS UP IRRIGATION, LLC	PO 16914 IRRIGATION REPAIR BLACKBERRY	227.66	227.66
2003 - POOR JOHN PORTABLE TOILETS	PO 16103 RENTAL OF PORTABLE TOILETS @ MARIA GATTA	732.00	732.00
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 16734 MATERIALS FOR PARKS AND FIELDS	495.00	
	PO 16735 MATERIALS @ BLACKBERRY BAY PARK	330.00	825.00
2203 - SHADY TREE LAWN & GARDEN	PO 16809 Home plates- baseball and softball field	550.00	550.00
1327 - SLATTERY PEST MANAGEMENT, LLC	PO 16758 PESTICIDE TREATMENT @ MARIA GATTA PARK	250.00	
	PO 16759 PESTICIDE TREATMENT @ COMMUNITY CENTER P	250.00	500.00
1634 - TRAFFIC PLAN	PO 15303 DIRECTIONAL SIGNS - MARIA GATTA	504.00	504.00
1362 - TREASURER: STATE OF NJ	PO 16876 TIDELANDS LICENSE & LEASE FEE - 05/24	258.00	
	PO 16942 ENVIRONMENTAL REGULATION - NJPDES	2,000.00	2,258.00
1388 - VERIZON WIRELESS	PO 16860 BBB & OLD WHARF - 05/02-06/01/24	78.04	78.04
SUI Trust			
1330 - STATE OF NEW JERSEY	PO 16878 4TH QUARTER 2022 UNEMPLOYMENT	1.55	1.55
UCC Trust			
1658 - AMAZON CAPITAL SERVICES, INC	PO 16815 BLDG SUPPLIES	223.49	
	PO 16889 SUPPLIES - BLDG	49.99	273.48
1814 - LEAF	PO 16877 COPIERS	223.00	223.00
1559 - Verizon Wireless	PO 16861 UCC/CLERK WIRELESS - 05/02-06/01/24	144.81	144.81
OTHER TRUST			
1658 - AMAZON CAPITAL SERVICES, INC	PO 16710 SUPPLIES	119.95	
	PO 16839 Action Camp Supplies	705.42	825.37
1212 - MILLER'S RENTALS, INC	PO 16477 ACTION CAMP - TENT	4,275.00	4,275.00
DEVELOPERS ESCROW TRUST			
1720 - CGP&H	PO 16849 HOUSING REHABILITATION SERVICES - 4/30/2	300.00	300.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 16974 Engineering - Oport Partners LLC - PH II	268.75	
	PO 16975 PB Engineering - FMBC	956.25	
	PO 16976 PB Engineering - Somerset-Pulte Lodging	1,978.75	
	PO 16977 PB Engineering - 552 Caren Franzini Way	185.00	
	PO 16978 PB Engineering - MARTELLI	83.75	
	PO 16979 PB Engineering - JCP&L	1,202.50	
	PO 16980 Engineering - 196 Monmouth Blvd, LLC	92.50	
	PO 16981 Engineering - MPCCII	83.75	4,851.25
1499 - KEVIN E KENNEDY, ESQ	PO 16945 PB Legal - FMBC	45.00	
	PO 16946 PB Legal - 27 Werah Place	300.00	
	PO 16947 PB Legal - Manvan LLC	225.00	
	PO 16963 PB Legal - JCP&L	810.00	1,380.00
TOTAL			1,733,880.88

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	1,536,297.94
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	1,832.22			
01-201-20-120-200	MUNICIPAL CLERK OE	910.75			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	726.44			
01-201-20-145-200	COLLECTION OF TAXES OE	1,176.23			
01-201-20-155-200	LEGAL SERVICES OE	8,126.70			
01-201-20-165-200	BOROUGH ENGINEER OE	6,000.00			
01-201-21-180-200	PLANNING BOARD OE	1,007.89			
01-201-25-240-200	POLICE OE	4,667.74			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	280.02			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	8,776.10			
01-201-25-260-200	FIRST AID ORGANIZATION OE	96.42			
01-201-25-265-200	FIRE DEPARTMENT OE	284.55			
01-201-25-265-400	FIRE BUREAU OE	28.62			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	1,061.26			
01-201-26-300-271	REPAIRS	1,473.49			
01-201-26-300-272	TIRES	1,049.08			
01-201-26-300-273	SUPPLIES	335.14			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	27,416.66			
01-201-26-306-200	RECYCLING OE	7,083.34			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	3,829.27			
01-201-26-310-252	REPAIRS & EQUIPMENT	4,920.85			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	150.55			
01-201-29-405-200	TRANS OF HS STUDENTS OE	4,060.17			
01-201-31-430-203	TELEPHONE/INTERNET	670.29			
01-201-31-430-204	WATER/SEWER	1,751.35			
01-201-31-430-205	NATURAL GAS	1,395.13			
01-201-31-430-207	STREET LIGHTING	344.77			
01-201-31-430-208	GASOLINE & OIL	5,497.61			
01-201-31-465-200	SANITATION DUMPING FEES	27,326.02			
01-201-41-725-200	MONMOUTH COUNTY 911 PROGRAM	119,668.00			
01-201-43-490-200	MUNICIPAL COURT OE	65.01			
01-201-43-495-200	PUBLIC DEFENDER-OTHER EXPENSE	400.00			
01-201-45-920-200	DEBT SERVICE OE	1,094.44			
01-203-25-265-400	(2023) FIRE BUREAU OE		443.97		
01-203-26-300-281	(2023) UNIFORM RENTAL		372.87		
01-203-44-900-903	(2023) PUBLIC SAFETY VEHICLES		53,354.00		
01-206-55-000-046	REGIONAL SCHOOL TAX			319,527.90	
01-207-55-000-045	LOCAL SCHOOL TAX			900,715.50	
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			18,377.59	
TOTALS FOR	Current Fund	243,506.11	54,170.84	1,238,620.99	1,536,297.94
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	109,511.91
02-213-40-700-069	FMERA MOU-550 & 551			4,198.75	
02-213-40-700-070	FMERA MOU-600 AREA WATER			98,217.40	
02-213-40-700-071	FMERA - STORMWATER INFRASTRUCTURE STUDY			7,095.76	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	109,511.91	109,511.91
04-101-01-100-011	CAPITAL CASH - TD			0.00	63,344.77
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA			786.25	
04-215-55-995-A00	2023 ROAD PROGRAM			62,558.52	
TOTALS FOR	Capital Fund	0.00	0.00	63,344.77	63,344.77
05-101-00-100-011	CASH - TD			0.00	425.00
05-270-00-500-020	RESERVE FOR EXPENDITURES			425.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	425.00	425.00
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	12,026.80
06-270-00-500-020	RESERVE FOR OPEN SPACE			12,026.80	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	12,026.80	12,026.80
14-101-01-100-101	Cash SUI Trust			0.00	1.55
14-270-55-600-155	Reserve for SUI			1.55	
TOTALS FOR	SUI Trust	0.00	0.00	1.55	1.55
18-101-01-100-101	CASH UCC TRUST			0.00	641.29
18-270-55-600	RESERVE FOR UCC TRUST			641.29	
TOTALS FOR	UCC Trust	0.00	0.00	641.29	641.29

5.1.b

5.1.b

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	5,100.37
60-270-55-600-105	RES.FOR RECREATION			5,100.37	
TOTALS FOR	OTHER TRUST	0.00	0.00	5,100.37	5,100.37
		=====	=====	=====	=====
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	6,531.25
61-270-55-600-205	RES.FOR DEV.ESCROW			6,531.25	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	6,531.25	6,531.25
		=====	=====	=====	=====

Total to be paid from Fund 01 Current Fund	1,536,297.94
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	109,511.91
Total to be paid from Fund 04 Capital Fund	63,344.77
Total to be paid from Fund 05 DOG TRUST FUND	425.00
Total to be paid from Fund 06 OPEN SPACE TRUST	12,026.80
Total to be paid from Fund 14 SUI Trust	1.55
Total to be paid from Fund 18 UCC Trust	641.29
Total to be paid from Fund 60 OTHER TRUST	5,100.37
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	6,531.25
	=====
	1,733,880.88

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

From 01/01/2024 to 06/30/2024 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
5/22/2024	16843			01-214-55-000-003 01-214-55-000-003 01-201-20-145-201	REDEEM CERT 23-00008 REDEEM CERT 23-0009 INTEREST CHRISTIANA T C/F CE1/FIRSTTRUST	7,668.53 9,161.39 546.93	17,376.85	01-101-01-000-011
5/22/2024	16854			01-201-41-725-201	MONMOUTH COUNTY SHARED SERVICES - 911 MONMOUTH COUNTY TREASURER	119,668.00	119,668.00	01-101-01-000-011
5/22/2024	16857			01-201-31-465-201 01-201-31-465-201 01-201-31-465-201	DISPOSAL RECYCLING ENHANCEMENT ACT RECYCLING FEE SUBURBAN DISPOSAL	20,256.62 693.72 5,142.30	26,092.64	01-101-01-000-011
5/22/2024	16856			01-201-26-305-201 01-201-26-306-201	SOLIDE WASTE 05/24 RECYCLING 05/24 SUBURBAN DISPOSAL	27,416.66 7,083.34	34,500.00	01-101-01-000-011
5/28/2024	16879			01-207-55-000-045	JUNE 2024 TAX REMITTANCE OCEANPORT BOARD OF EDUCATION	900,715.50	900,715.50	01-101-01-000-011
5/28/2024	16880			01-206-55-000-046	SHORE REGIONAL HIGH SCHOOL	319,527.90	319,527.90	01-101-01-000-011

MAY SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				1,417,880.89
01-201-20-145-201	COLLECTOR'S EXPENSES		546.93		
01-201-26-305-201	SANITATION-TRASH REMOVAL		27,416.66		
01-201-26-306-201	OTHER EXPENSES		7,083.34		
01-201-31-465-201	SANITATION DUMPING FEES		26,092.64		
01-201-41-725-201	MONMOUTH COUNTY 911 OE		119,668.00		
01-206-55-000-046	REGIONAL SCHOOL TAX			319,527.90	
01-207-55-000-045	LOCAL SCHOOL TAX			900,715.50	
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			16,829.92	
MAY TOTALS (FOR RANGE):			180,807.57	1,237,073.32	1,417,880.89
		=====	=====	=====	=====

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

5.1.c

From 01/01/2024 to 06/30/2024 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
6/03/2024		16959		02-213-40-700-070	ENGINEERING SERVICES COLLIERS ENGINEERING & DESIGN	14,103.75	14,103.75	02-160-05-000-001
6/03/2024		15651		01-203-44-900-903	POLICE RADIOS GOLD TYPE BUSINESS MACHINE	53,354.00	53,354.00	01-101-01-000-011
6/03/2024		16968		04-215-55-995-A01	PAYMENT CERTIFICATE #2 MECO, INC	54,838.52	54,838.52	04-101-01-100-011
6/03/2024		16970		02-213-40-700-070	Payment Certificate #2 VAUGHAN CONSTRUCTION AND EXCAVATION	84,113.65	84,113.65	02-160-05-000-001

JUNE SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				53,354.00
02-160-05-000-001	DUE TO/FROM CURRENT FUND				98,217.40
04-101-01-100-011	CAPITAL CASH - TD				54,838.52
01-203-44-900-903	(2023) PUBLIC SAFETY VEHICLES	53,354.00			
02-213-40-700-070	FMERA MOU-600 AREA WATER			98,217.40	
04-215-55-995-A01	2023 ROAD PROGRAM			54,838.52	
JUNE TOTALS (FOR RANGE):		53,354.00		153,055.92	206,409.92
		=====	=====	=====	=====

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				1,471,234.89
02-160-05-000-001	DUE TO/FROM CURRENT FUND				98,217.40
04-101-01-100-011	CAPITAL CASH - TD				54,838.52
01-201-20-145-201	COLLECTOR'S EXPENSES		546.93		
01-201-26-305-201	SANITATION-TRASH REMOVAL		27,416.66		
01-201-26-306-201	OTHER EXPENSES		7,083.34		
01-201-31-465-201	SANITATION DUMPING FEES		26,092.64		
01-201-41-725-201	MONMOUTH COUNTY 911 OE		119,668.00		
01-203-44-900-903	(2023) PUBLIC SAFETY VEHICLES	53,354.00			
01-206-55-000-046	REGIONAL SCHOOL TAX			319,527.90	
01-207-55-000-045	LOCAL SCHOOL TAX			900,715.50	
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			16,829.92	
02-213-40-700-070	FMERA MOU-600 AREA WATER			98,217.40	
04-215-55-995-A01	2023 ROAD PROGRAM			54,838.52	
TOTALS (FOR RANGE):		53,354.00	180,807.57	1,390,129.24	1,624,290.81
		=====	=====	=====	=====

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE PURCHASE OF EQUIPMENT FROM SAFE-T SERVICES THROUGH STATE
CONTRACT FOR THE OCEANPORT FIRE DEPARTMENT**

Resolution #2024-149
06/6/24

WHEREAS, the Oceanport Fire Department has need to purchase turn out gear and funds have been appropriated in the budget for the purchase of said equipment; and

WHEREAS, N.J.S.A. 40A:11-3(a), allows for the award of a contract without the necessity of public advertising for bids where the municipality has a Qualified Purchasing Agent, and when the cost or price does not exceed \$44,000.00 or the procurement is made through a State contract; and

WHEREAS, Skylands Area Fire Equipment and Training LLC, an authorized agent for SafeT State Contract 17-FLEET-00810, has submitted a quote dated April 24, 2024 for the provision of turnout gear for the Fire Department for a total cost of \$17,502.62; and

WHEREAS, the recommendation is to purchase the needed turnout gear from Skylands Area Fire Equipment and Training LLC, an authorized agent for SafeT, 23 Hamburg Turnpike, Unit A, Riverdale, NJ 07457 which is available through State Contract #17-FLEET-00810 for a total amount not to exceed \$17,502.62.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that the purchase of turnout gear for a total price of \$17,502.62 from Skylands Area Fire Equipment and Training LLC pursuant with State Contract #17-FLEET-00810 is hereby authorized.

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

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in Account #02-213-40-700-011 in the amount of \$17,502.62 for the stated purpose.



Catherine D. LaPorta, CFO

SKYLANDS AREA FIRE EQUIPMENT AND TRAINING LLC

23 Hamburg Turnpike, Unit A
 Riverdale, NJ 07457
 Office 973-579-3473
 Mobile: 732-691-8078
 Email: Angelo@safe-tonline.com

PROPOSAL**5.2.a****BILL TO:**

Katie LaPorta, CMFO, QPA
 Borough Of Oceanport
 910 Oceanport Way
 Oceanport, NJ 07757

SHIP TO:

Borough Of Oceanport
 930 Oceanport Way
 Oceanport, NJ 07757
 Attn: Fire Chief

DATE	REP	FOB	VALID UNITL	TERMS
3/19/2024 Rev 3/21/2024	Angelo		4/28/2024 or end of current NJSC	PO

NJState Contract 17-FLEET-00810

QTY.	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	NJOCEA00083	Morning Pride LTO 17ID, Pants, Black (FREEFAS)	\$1,461.67	\$4,385.01
3	NJOCEA00087	Morning Pride LTO 17ID, Tails, Black, OCEANPORT (FREEFAS)	\$2,170.07	\$6,510.21
3	Hem Patches	Oceanport TBD		
3	507502	Haix Eagle Air, Leather Structural Firefighter Boot, NFPA (17-FLEET-00809)	\$430.35	\$1,291.05
0	MFA-72	Majestic Kangaroo Skin Structural Firefighter Glove	\$135.00	
3	BenLR	Ben LR With NFPA EZ-Flips, Std Reflexite Trapezoids & Stabilizer Bracket, Black	\$430.45	\$1,291.35
0	Gray25-M/L	Innotex Particulate Blocking Firefighter Hood (17-FLEET-00833)	\$125.00	
0	MFA-72	Majestic Kangaroo Leather Structural Firefighter Glove, NFPA, 82W(XXL)	\$138.00	
16	Gray25-M/L	Innotex Particulate Blocking Firefighter Hood (17-FLEET-00833)	\$125.00	\$2,000.00
15	MFA-72	Majestic Kangaroo Skin Structural Firefighter Glove	\$135.00	\$2,025.00
		*****Thank You For The Opportunity To Serve You*****		
TOTAL				\$17,502.62

Dept. Voucher or Purchase Order
 will be issued

(Circle One) **YES** PO# () **NO** Signed and dated for approval below

***A Valid Purchase Order or a written authorization must be received before any order is processed**

Approved by: _____

Date: _____

Print Name: _____

Rank: _____

Additional Notes:

Thank you for the opportunity to quote these items. Please contact me with any questions.

Packet Pg. 13

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES TO COLLIERS
ENGINEERING & DESIGN FOR THE TRINITY PARK IMPROVEMENTS PROJECT**

**Resolution #2024-150
06/6/24**

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 and construction observation services for the Trinity Park Improvements Project planned for 2024/2025 that includes replacement of the tennis and basketball courts with grass area, construction of four (4) space parking area with handicap accessible space, buffer plantings and various minor amenities including an exercise station; 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 November 3, 2023 and revised May 28, 2024 to provide engineering services for the Trinity Park Improvements Project totaling \$36,350.00 and having considered the matter, the Borough now wishes to authorize the Borough's Engineer, Collier's Engineering & Design to perform the engineering services for the project.

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 Collier's Engineering & Design as Borough Engineer for 2024 and the work to be performed will be consistent with their existing contract and a proposal for engineering services November 3, 2023 and revised May 28, 2024 for the Trinity Park Improvement Project.
2. That the compensation associated with the proposal shall not exceed \$36,350.00.
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 in the Capital Account #06-270-00-500-021, not to exceed \$36,350.00 for the above referenced professional services contract.


Catherine D. LaPorta, CFO

101 Crawfords Corner Road
Suite 3400
Holmdel, New Jersey 07733
Main: 732 383 1950 ext 3452



November 3, 2023
Revised May 28, 2024

VIA EMAIL

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

Revised Proposal for Professional Services
Trinity Park Improvements
Lot, Block, Section Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Proposal No.: OPB-0187P

Dear Mayor Tvrdek 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 improvement to Trinity Park. Improvements will include replacement of the tennis and basketball courts with grass area, construction of a four (4) space parking area (includes a handicap accessible space), buffer plantings and various other minor amenities including an exercise station.

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 BOUNDARY AND TOPOGRAPHIC SURVEY

CED will prepare a Boundary Survey of Block 115, Lot 13 in the Borough of Oceanport, Monmouth County, State of NJ, containing approximately 1.25 acre(s) in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in N.J.A.C. 13:40-5.1.

Included in this phase of service are the following tasks:

- Public records research and pre-field records review;
- Field traverse, location survey and data collection;
- Field survey data reduction and computation; and,
- Boundary analysis and survey calculations.

Unless provided by the client, the boundary survey will be subject to such facts that a current and accurate title report would disclose.

The fee for this survey does not include the installation of property corner markers. If requested, we will set a state-approved property corner marker at each property corner where no marker currently exists in accordance with New Jersey administrative code, for an additional fee. **The fee for this service is \$250.00 per corner marker, or a minimum of \$900.00,** for mobilization and services. If you elect not to have property corner markers installed, please sign and return the attached corner marker waiver form which is being provided in accordance with the NJ administrative code.

The client should furnish the surveyor with the following information/documents before we initiate services on the project:

- A copy of the property deed(s) of record;
- A copy of the property title binder;
- A copy of all adjoining deeds and reference filed maps. (Colliers Engineering & Design can obtain this information for you if you are unable to through our subcontractor. This fee will be passed onto you as a reimbursable expense);
- A corner marker waiver form (form will be forwarded after contract award); and,
- A statement in writing of the person or persons to be named in the certification of survey (form enclosed).

The fee for this task is based upon the assumption that the deed mathematically closes, that there are no title problems, that there are no overlaps or gores with adjoining properties and that extraordinary research or analysis is not required. If any of the items cited in this paragraph do become issues during our survey efforts, we will discuss the necessary additional services and related costs with you prior to proceeding with the additional services.

CED will also perform a topographic survey of Block 115, Lot 13 in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in N.J.A.C. 13:40-5.1. The limits of the topographic survey are the property boundary lines of the lot.

Our office will prepare a topographic survey map that is a graphic pictorial representation of existing site features observed at the time of the field survey such as buildings, curbs, sidewalks, roadways, driveways, retaining walls, fences, and utility hardware. The topographic map will depict existing spot elevations and contours at a one-(1) foot contour interval. GPS surveying techniques will be used to control the survey with the resulting horizontal datum being New Jersey State Plane Coordinate System NAD83 and the vertical datum being North American Vertical Datum NAVD88.

Visible and accessible utilities and/or utility structures within the 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 within the survey limits, 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 property. 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 in-house subsurface utility engineers to investigate and mark the approximate location of subsurface utilities that may exist on the site. The fee for this additional service can be provided upon request.

Included in this phase of service are the following tasks:

- Establish on-site survey control;
- Field traverse, topographic survey and data collection;
- Field measure inverts of accessible gravity structures;
- Field survey data reduction and computation; and,
- Preparation of topographic survey map in AutoCAD Civil 3D format.

Phase 1.0 Lump Sum Fee

\$6,100.00

PHASE 2.0 CONSTRUCTION PLANS/TECHNICAL SPECIFICATIONS

Bid Documents will be prepared for the improvements to the parking lot expansion.

- 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); and,
- Construction Details.

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

- 2.2 Prepare a construction cost estimate.
- 2.3 Submit required documentation to the Grant Authority for review and approval.
- 2.4 Submit permit application to Freehold Soil Conservation District.
- 2.5 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

\$13,500.00

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

\$2,500.00

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 two (2) 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 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 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 part-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. Based on the project's anticipated duration, two (2) payments are anticipated.
- 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 payment estimate and change order.

Phase 4.0 Lump Sum Fee (Hourly/Estimated)

\$12,750.00

PHASE 5.0 PROJECT CLOSEOUT

CED will assemble documents including payments, charge orders, CFO Certification, Engineer Certification, Resolutions of Award and Approval of Change Order(s) for submission to the Grant Authority for reimbursement to the Borough.

Phase 5.0 Lump Sum Fee

\$1,500.00

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 BOUNDARY AND TOPOGRAPHIC SURVEY	\$ 6,100.00
PHASE 2.0 CONSTRUCTION PLANS/TECHNICAL SPECIFICATIONS	\$13,500.00
PHASE 3.0 BIDDING SERVICES	\$ 2,500.00
PHASE 4.0 CONSTRUCTION OBSERVATION & ADMINISTRATION (Hourly/Estimate)	\$12,750.00
PHASE 5.0 PROJECT CLOSEOUT	\$ 1,500.00
TOTAL LUMP SUM FEE	\$36,350.00

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:

- 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.
- 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.
- Construction stake out and/or As-built survey.
- 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.
- 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.

Borough Obligations

- The Borough shall provide CED with access to files and allow relevant documents to be utilized.



- The Borough shall provide application fees for any permits that may be required for the completion of the work.

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.

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 28, 2024.

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

Sincerely,

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

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

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

WHW/sh

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

R:\Projects\IM-P\Opb\OPB0187P\240523_whw_mayor_Trinity Park Improvements Proposal_R1.docx

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



Ultimate User's Waiver and Direction Not To Set Corner Markers

To: Eric V. Wilde, P.L.S.
Colliers Engineering & Design
101 Crawfords Corner Road, Suite 3400 Holmdel, New Jersey 07733
P: 732.704.5205 | F: 732-583-1955

From: Borough of Oceanport

Block 115, Lot 13, Borough of Oceanport, Monmouth County, New Jersey

This is to advise that I have been made aware of my right to have corner markers set as part of a survey to be performed on the aforementioned property. In addition, I have been made aware of the potential impact of signing the waiver including: (1) the possible need for a future survey as a result of physical improvements to the property, such as a fence, addition, deck, pool or shed, and (2) the potential inability of the ultimate user to identify the actual boundary of the property which could result in a boundary dispute with an adjoining property owner and /or property improvements not accurately situated on my property. The right to have corner markers set is hereby waived, and you are directed to perform the land survey without the setting of corner markers as provided by the regulation (N.J.A.C. 13:40 5.2) of the State Board of Professional Engineers and Land Surveyors.

Ultimate User's Signature

Date

Witness' Signature

Date

Name of Witness (typed or printed)

Address of Witness (Typed or Printed)

SURVEYOR'S NOTE: When this form is completed, signed and witnessed, the Surveyor will NOT set corner markers.

FOR SURVEYORS USE ONLY AFTER RECEIPT OF EXECUTED "WAIVER"

I hereby certify that I have:

1. Advised the ultimate user of the impact of signing the corner marker waiver, which shall include, but not be limited to, the possible need for a future survey as a result of physical improvements to the property and the potential inability of the ultimate user to identify the actual boundary of the property;
2. Reviewed the waiver to ensure that it was properly signed by the ultimate user and witnessed by a person other than a land surveyor; and
3. Performed a physical measurement of the property.

New Jersey Licensed Land Surveyor

Date

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**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE OCEANPORT VOLUNTEER FIRST AID
SQUAD UNDER THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR THE
PURCHASE OF A POWERCOT FROM STRYKER (CO-OP CONTRACT #041823-STY)**

**Resolution #2024-151
06/6/24**

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

WHEREAS, N.J.S.A 52:34-6(b)(3) permits the award of a contract without the necessity of competitive bidding; and

WHEREAS, the Oceanport Volunteer First Aid Squad needs to replace its Powercot to aid in first aid calls which is available through the Sourcewell Cooperative EMS Equipment contract; and

WHEREAS, Stryker Medical Sales Corp is an authorized vendor under Sourcewell CO-OP #041823-STY for the sale of one (1) 6507 Power Pro 2, freight and delivery less trade in credit for TR-SYK Pcot for the total amount of \$26,686.39; and

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

NOW, THEREFORE, BE IT RESOLVED, by Mayor & Council of the Borough of Oceanport authorization is hereby approved for the purchase of one (1) 6507 Power Pro 2 with trade in credit, freight and delivery from Stryker Medical Sales Corp under Sourcewell CO-OP #041823-STY for a total expenditure of \$26,686.39.

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

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in Account #01-201-41-787-201, not to exceed \$25,676.39 for the stated purposes.


Catherine D. LaPorta, CFO

stryker

pp2

Quote Number: 10922783

Version: 1

Prepared For: OCEANPORT FIRST AID RESCUE SQUAD

Attn:

Rep: Diana Campanaro

Email: diana.campanaro@stryker.com

Phone Number:

Quote Date: 05/16/2024

Expiration Date: 08/26/2024

Delivery Address

Name: OCEANPORT FIRST AID
RESCUE SQUAD

Account #: 20057089

Address: 2 PEMBERTON AVE

OCEANPORT

New Jersey 07757-1114

Sold To - Shipping

Name: OCEANPORT FIRST AID
RESCUE SQUAD

Account #: 20057089

Address: 2 PEMBERTON AVE

OCEANPORT

New Jersey 07757-1114

Bill To Account

Name: BOROUGH OF OCEANPORT

Account #: 20081017

Address:

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	PCE	1	\$31,285.32	\$31,285.32
2.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	PCE	1	\$0.00	\$0.00
3.0	650700450301	ASSEMBLY, BATTERY CHARGER	PCE	1	\$0.00	\$0.00
4.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	PCE	1	\$0.00	\$0.00

Equipment Total: \$31,285.32

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	1	-\$5,000.00	-\$5,000.00

Price Totals:

Estimated Sales Tax (0.000%): \$0.00

Freight/Shipping: \$391.07

Grand Total: \$26,676.39



pp2

Quote Number: 10922783

Version: 1

Prepared For: OCEANPORT FIRST AID RESCUE SQUAD

Attn:

Rep: Diana Campanaro

Email: diana.campanaro@stryker.com

Phone Number:

Quote Date: 05/16/2024

Expiration Date: 08/26/2024

Comments:

Sourcewell contract # 041823-STY

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

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

Resolution #2024-152
06/6/24

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

WHEREAS, the Borough of Rumson has two vehicles that are no longer needed and the Borough of Oceanport has expressed interest in purchasing said vehicles for use by the Construction and Public Works departments; and

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

- 2006 Ford 250 Pickup with Plow, last 4 digits of VIN#8327, with 130,423 miles - \$2,000
- 2017 Ford Explorer, last 4 digits of VIN#0439, with 146,511 miles - \$5,000; and

WHEREAS, the Borough of Rumson has agreed to accept the offer pursuant with their Resolution #2024-0514-57,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport hereby agrees to purchase both vehicles from the Borough of Rumson for a total amount of \$7,000.

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

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport certify that funds are available from Account #18-270-55-600-208 for an amount not to exceed \$5,000.00 and from Account #01-201-26-300-273-2 for an amount not to exceed \$2,000.00.



Catherine D. LaPorta, CFO



Mayor & Council
910 Oceanport Way
Oceanport, NJ 07757

SCHEDULED

DISCUSSION ITEM (ID # 3250)

Meeting: 06/06/24 07:00 PM
Department: Mayor & Council
Category: Policy
Prepared By: Jeanne Smith
Initiator: Jeanne Smith
Sponsors:
DOC ID: 3250

Discussion: ByLaws Amendment

From: [Patricia Cooper](#)
To: [Jeanne Smith](#)
Subject: by law changes
Date: Tuesday, June 4, 2024 11:26:34 AM

The only item that needs to be changed is under Article 7 section D:

It should be ... meetings of the governing body which consists of workshop, regular and special/emergency meetings for four consecutive meetings...

If you have any questions just give a call.

Patty

Sent from my iPhone

BOROUGH OF OCEANPORT

2024 BY-LAWS OF THE MAYOR & COUNCIL



Borough of Oceanport
County of Monmouth, State of New Jersey

Mayor Thomas J. Tvrdik
Councilwoman Patricia Cooper
Councilman William Deerin
Councilman Richard A. Gallo
Councilman Bryan Keeshen
Councilman Michael O'Brien
Councilman Keith Salnick

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ARTICLE I – RULES OF ORDER

The deliberations of the Governing Body shall be governed by “Roberts Rules of Order”, except when the same are in conflict with the laws of the State of New Jersey or these By-laws, in which even said Roberts Rules of Order shall be inapplicable.

ARTICLE 2 – THE GOVERNING BODY

Section 1. The Mayor and six Council members shall constitute the Governing Body of the Borough of Oceanport, which Governing Body shall be known as “The Mayor and Council”.

ARTICLE 3 – THE MAYOR

Section 1. The Mayor shall be the chief executive officer of the Borough. The Mayor shall also participate in the determination of Borough affairs to the extent permitted by statute.

Section 2. The Mayor shall see that the laws of the State of New Jersey and the ordinances of the Borough are faithfully executed and shall recommend to the Council such measures, as the Mayor may deem necessary or expedient for the welfare of the Borough.

Section 3. The Mayor shall use his or her authority to maintain peace and good order in the Borough and has the power to suppress all riots and tumultuous illegal assemblies in the Borough.

Section 4. The Mayor shall have the authority to execute contracts in behalf of the Borough, approved by the Governing Body, and to sign checks and warrants or payments approved by the Governing Body.

Section 5. The Mayor shall preside at all meetings of the Governing Body.

Section 6. The Mayor shall not vote except in the case of a tie among those Council Members voting.

Section 7. The Mayor shall on all occasions preserve the order and decorum at the deliberations of the Governing Body. The Mayor shall cause the removal of any persons who interrupt the proceedings of the Governing Body.

Section 8. When two or more members of the Governing Body arise or attempt to speak at the same time, the Mayor shall name the one entitled to the floor and recognition.

Section 9. The Mayor shall decide all questions of order without debate, subject to an appeal to the Council.

Section 10. In the absence of the Mayor or if the Mayor is unable to perform his or her duties, the Council President (or, in his or her inability to act, the Council member having the longest term of service) shall act as Mayor as provided by Statute.

Section 11. The Mayor shall be an ex officio member of all committees, both standing and special and shall be informed in advance of all meetings of such committees.

ARTICLE 4 – THE COUNCIL

Section 1. The Council shall be the legislative body of the municipality.

Section 2. The Council may, subject to general law and the provisions of this act:

- (1) Pass, adopt, amend and repeal any ordinance or, where permitted, any resolution for any purpose required for the government of the municipality or for the accomplishment of any public purpose for which the municipality is authorized to act under general law;
- (2) Control and regulate the finances of the municipality and raise money by borrowing or taxation;
- (3) Create such offices and positions as it may deem necessary. The officers appointed thereto shall perform the duties required by law and the ordinances of the Council. Other than the borough attorney, engineer, and building inspector, these officers shall be residents of the borough and shall serve at the pleasure of the Council, except the Clerk, who also shall be exempt from the borough residency requirement, the Tax Collector and Tax Assessor who shall serve for terms provided in Chapter 9 of Title 40A of the New Jersey Statutes. The Council may exempt officers from the residency requirements but only pursuant to the adoption of an ordinance to that effect;
- (4) Investigate any activity of the municipality;
- (5) Remove any officer of the municipality, other than those officers excepted by law, for cause; and
- (6) Override a veto of the Mayor by a two-thirds majority of all the members of the Council.

Section 3. The Council shall have all the executive responsibilities of the municipality not placed, by general law or this act, in the office of the Mayor.

Section 4. The Council, whenever it fails to confirm the nomination by the Mayor of any official to a subordinate office of the Borough within 30 days of being presented such nomination, shall make the appointment to that office, provided that at least three affirmative votes shall be required for such purpose, the Mayor to have no vote thereon except in the case of a tie.

ARTICLE 5 – THE BOROUGH CLERK

Section 1. The Clerk shall perform the duties enjoined upon that office by the Revised Statutes of New Jersey, these By-laws and such ordinances as the Council may, from time to time, enact.

Section 2. The Clerk shall keep the minutes and ordinance books properly and fully indexed and shall perform all the duties usually devolving upon such officer; and in addition, such other duties or services as the Governing Body may require or direct.

Section 3. Upon the introduction of an ordinance, the same shall be properly numbered and recorded at length by the Borough Clerk in the Ordinance Book. The assigned number shall appear in the advertisement of such ordinance.

Section 4. The Clerk shall be the Borough employee responsible for responding to all lawful requests under the New Jersey Open Public Records Act.

ARTICLE 6 – BOROUGH ADMINISTRATOR

Section 1. The Borough Administrator shall perform such duties as are set forth in Chapter 5 and as set forth in other Chapters of the Code of the Borough of Oceanport as required by ordinance.

Section 2. The Borough Administrator need not reside in the Borough of Oceanport but must be a resident of New Jersey.

Section 3. The Borough Administrator serves at the pleasure of the Mayor and Council and carries out the policies of the Mayor and Council.

Section 4. Nothing in this Article shall derogate from or authorize the Administrator to exercise powers of the elected officials of the municipality.

ARTICLE 7 – MEETINGS

Questions of order, methods of organization and the conduct of the business of the Governing Body shall be determined by the Mayor unless there is an objection to a determination made by the Mayor, in which case the matter in issue shall be determined by majority vote of the Governing Body members present at any regular or special meeting. Robert's Rules of Order may be consulted for general guidance and to aid in the disposition or resolution of any issue; however, Robert's Rules of Order shall not have binding effect in any matter or issue before the Governing Body.

Section 1. The Governing Body shall hold an annual meeting during the first seven (7) days of January of any year, which meeting will be held within the Borough and at such time and place as the Governing Body may by resolution direct.

Section 2. At the annual meeting of the Governing Body, the Council shall elect one of its members as Council President to serve for one year and until the next annual meeting and fix the time and place for holding regular and workshop meetings during the ensuing year, which time and place shall not be changed except by the action of the Borough Council taken at a regular meeting. Public notice of the aforesaid meetings schedule and any revision thereto shall be provided in accordance with the Open Public Meetings Act.

Section 3. The Mayor shall, when necessary, call special meetings of the Governing Body. In case of the Mayor's neglect or refusal to do so, any four members of the Borough Council may call such meeting at such time and place in the Borough as they may designate. Public notice of a special meeting shall be provided in accordance with the Open Public Meetings Act.

Section 4. A quorum of the Governing Body shall be as provided by Statute, to wit: three Borough Council Members and the Mayor, and, in the absence of the Mayor, four Borough Council Members. However, a small number of the Governing Body may meet, discuss and adjourn from time to time, but in no event may they take any official action as a Governing Body in the absence of a quorum. If no quorum shall be present at any meeting, those assembled shall have power and are hereby authorized to set a new meeting date and then adjourn.

Section 5. The order of business at any meeting as set forth in Article 8 may be changed by a majority vote of the members of the Governing Body present at such meeting or by the Mayor with consent of the Borough Council.

Section 6. Upon demand of one member of the Borough Council or when ordered by the Mayor, or when directed by Statute, a roll call vote shall be taken and yeas and nays entered in the Minutes of the meeting.

Section 7. If the Governing Body at its annual meeting fails to elect a President of the Council, the Mayor shall appoint the President from the members of the Borough Council and in that case no confirmation by the Governing Body shall be necessary.

Section 8. The only business which can be transacted at a special meeting is that for which the special meeting is called.

Section 9. The Clerk shall notify the Governing Body, in writing or by email through the Borough email addresses for each member of the Governing Body, of each special meeting, stating the subject, at least one day before the time fixed for holding same.

Section 10. It is in the best interest of its residents and taxpayers that the fullest participation and attendance in all meetings of the Governing Body be achieved whenever possible. Members of the Governing Body shall personally attend all workshop, regular and special/emergency meetings of the Governing Body. For the purposes of this entire section, the word "attend" shall be defined as physical presence. Except as set forth in Subsection 10(A) hereof, any member of the Governing Body who is not physically present at a meeting of the Governing Body shall be deemed to be absent for such meeting. ~~To~~

~~that end,~~ i Insofar as the use of electronic conferencing for meeting attendance and voting requirements, at least in some governmental meetings, is not prohibited so long as the meeting is conducted in accordance with the Open Public Meetings Act, members of the Governing Body may attend meetings by means of electronic equipment, subject to the following conditions:

- A. A Governing Body member's physical presence may be excused only if the member concerned has provided written request to the entire Governing Body and the Borough Clerk 24 hours in advance of the scheduled meeting, unless such advance notice is impractical or impossible, stating the reason(s) why such Governing Body member will not be in attendance. Upon a showing of what it deems, in its sole discretion, to be good cause, the Governing Body majority present at a meeting for which an attendance excuse is requested may vote to excuse a Governing Body member's attendance at such meeting. Provided, however, that the Governing Body may not refuse to excuse an absence when a Governing Body member's failure to attend is due to (a) legitimate personal illness or disability, (b) a legitimate business purpose required for employment, or (c) family or other emergency.
- B. In the event an excuse from attendance at any meeting of the Governing Body is requested for the reasons set forth in subparagraph 10(A), the Governing Body, by majority vote, may require that subsequent written verification and justification of same be provided by the Governing Body member. In the event the excuse is a legitimate illness or disability that prevents attendance, proof thereof shall be provided by the Governing Body member from a physician or appropriate health care professional. In the event satisfactory written verification of the inability to attend due to one of the reasons set forth above is not provided within five (5) calendar days following the date of the meeting that a member of the Governing Body did not attend, the Governing Body member concerned shall be deemed to have been absent for that meeting.
- C. Participation by telephone or other electronic means in meeting of the Governing Body shall not be permitted unless an absence from a meeting of the Governing Body has first been excused by vote of a majority of the Governing Body pursuant to Subsection 10(A) hereof and the Governing Body member has requested the ability to participate in the meeting by telephone or other electronic means at the time that the written request for an excused absence is submitted. In such case, a majority of the Governing Body may, in its sole discretion, vote to allow or disallow telephone or other electronic participation on the part of the excused member. Provided, however, that no member of the Governing Body who is not physically present at a meeting of the Governing Body shall be permitted to participate in any closed or executive session of the Governing Body.
- D. In the event any Governing Body member fails to physically attend and participate in meetings of the Governing Body for a period of four (4) consecutive workshop, regular, special or emergency meetings without being excused from attendance as set forth in Subsection 10(A) hereof, then, in such case, the seat held by such Governing Body member shall be deemed vacant pursuant to N.J.S.A. 40A:16-3(g).

- E. ~~A.~~ All pertinent provisions of the Open Public Meetings Act must be complied with, including specifically the proper notice of any regular or special meeting, the proper record keeping or minutes of each meeting, the appropriate agenda preparation for each meeting, which in addition shall be posted along with the notice of the meeting, and, in particular, any use of closed sessions shall be in compliance with the provisions of the Act.
- F. ~~B.~~ That sufficient security and identification procedures be employed, either at the outset of any meeting or at any time during the meeting as appropriate, to ensure that any and all members attending for discussion or voting purpose are in fact an authorized member with right to speak and vote.
- G. ~~C.~~ A quorum of members of the Governing Body MUST be physically present at the location of the meeting for all regularly scheduled meetings, advertised on January 1st each year. Only additional members, i.e., those members not part of the required physically present quorum, may attend by video and/or audio conferencing or by other electronic means. Only at Special Meetings, not regularly scheduled, will teleconferencing be allowed to create a quorum.
- H. ~~D.~~ All members of the Governing Body attending meetings by electronic conferencing shall be entitled to vote as if they were personally and physically present at the meeting site so long as a physical quorum is present, but their votes shall be recorded by the Secretary as done by electronic attendance.
- ~~E. A member of the Governing Body who attends a meeting by video or audio conference must provide notice to the Borough Clerk at least 24 hours prior to the meeting unless such advanced noticed is impracticable.~~
- ~~F. A member of the Governing Body may attend a meeting through electronic conferencing if his or her physical presence at the meeting is prevented due to i) personal illness or disability; ii) employment purposes or the business of the Governing Body; or iii) a family or other emergency.~~
- I. ~~G.~~ The meeting minutes shall include, but need not be limited to: i) the date, time and place of the meeting; ii) the members of the Governing Body who were either present or absent from the meeting and whether those members in attendance were physically present or present by audio conference, video conference or by other electronic means; and iii) a summary of discussion on all matters proposed, deliberated, or decided, and a record of any votes taken.
- J. ~~H.~~ This policy shall not be construed to mean that conferencing by electronic means shall be regularly used or used at every meeting of the Governing Body but shall be used only as necessary to allow the participation of members of the Governing Body who are unable to attend in person due to such circumstances listed in Provision F herein.
- K. ~~I.~~ The location of the meeting included on the notice shall be equipped with a suitable transmission system (e.g., a speakerphone) in order that the public audience, the members of the Governing Body in attendance and any staff will be able to hear any input, vote or discussion of the conference and that the member attending by electronic means shall have a similar capability of hearing such input, vote or discussion.

ARTICLE 8 – AGENDAS

Section 1.

A. Workshop. The following order of business shall be observed:

1. Meeting called to order
2. Statement of Compliance with Open Public Meetings Act
3. Flag Salute, Statement to the Public
4. Roll Call
5. Public Comment on Action Items
6. Action Items
 - a. Resolution for payment of bills
 - b. Resolutions of a timely nature
 - c. Ordinances of a timely nature
7. Clerk's Report
 - a. Old Business
 - b. New Business
8. Administrator's Report
9. Mayor's Report
10. Public Comment
11. Executive Session by Resolution as needed
12. Adjourn to Executive Session
13. Return from Executive Session
14. Adjournment

B. Regular. The following order of business shall be observed:

1. Meeting called to order
2. Statement of Compliance with Open Public Meetings Act
3. Flag Salute, Statement to the Public
4. Roll Call
5. Public Comment on Action Items
6. Administrator's Report
7. Clerk's Report

8. Consent Agenda
9. Minutes
10. Resolutions
11. Ordinances
12. Council Standing Committee reports
 - a. Parks & Recreation
 - b. Public Works & Engineering
 - c. Public Safety
 - d. Finance & Administration
 - e. Health & Human Services
 - f. Planning & Development
13. Mayor's Report
14. Public Comment
15. Executive Session by Resolution as needed
16. Adjourn to Executive Session
17. Return from Executive Session
18. Adjournment

C. The aforesaid order of business at any meeting may be changed by motion with majority vote of the members of the Governing Body present at such meeting or at the discretion of the Mayor.

Section 2. An agenda for each meeting of the Governing Body shall be prepared by the Clerk in consultation with the Mayor and provide the specific order of business and action for that particular meeting. The Clerk will accept agenda items only as submitted by appropriate Chairpersons of standing Council committees, the Mayor, the Council President, the Administrator, the Chief Financial Officer, Municipal Attorney or Municipal Engineer.

Section 3. Agenda items with supporting documentation including summary of item development, purpose, cost/savings details, appropriate budget account(s) to be charged for financial matters with statement from the CFO that funds are available and any proposals/quotes, shall be submitted to the Clerk by the end of business on the seventh (7th) calendar day before a workshop or regular meeting. The Clerk shall prepare a printed agenda which shall be provided to the Governing Body and be available to the general public by the close of business on the third (3rd) calendar day before a workshop or regular meeting. (By way of example, if a meeting is scheduled for a Thursday, the agenda should be completed and distributed by the preceding Monday.) In the event that exigent

circumstances prevent issuance of an agenda on the third (3rd) calendar day before a meeting, it shall be issued as soon thereafter as possible. Agenda items and supporting documentation shall be provided with the agenda whenever possible or as it becomes available. Any item may be added to the agenda of any meeting by vote of a majority of the Council members present during the meeting.

Section 4. The Governing Body, by majority vote, may adopt at any meeting a time limitation of public comment in terms of a time limit for each member of the public and an hour at which public comment will be terminated.

Section 5. Any member of the public wishing to speak a second time or more will only be recognized after all members of the public wishing to be heard for a first time have been recognized.

Section 6. Prior to being allowed to address the Governing Body, a person addressing the Governing Body shall step up to the microphone, face the Governing Body and provide his or her name and address.

Section 7. Unless permitted by the Mayor after a request, no remarks may be addressed directly to any individual member of the Governing Body, but only to the Governing Body as a whole. In the event a request to address an individual member of the Governing Body is made, the Mayor may only grant the request if the individual member of the Governing Body to whom the remark is to be made advises the Mayor that he or she assents to the request.

Section 8. Members of the Governing Body may, if they wish, respond to any member of the public. If present and called upon by the Mayor or other presiding officer, a Borough employee may provide information in response to any inquiry from the public.

ARTICLE 9 – STANDING COMMITTEES

Section 1. The Mayor shall appoint all Standing Committee members subject to the approval and concurrence of the majority of the Governing Body. The Mayor shall have no vote in any such committee appointment except in the case of a tie vote and then only for the purpose of breaking such tie vote. Should a majority of the Governing Body not concur in the appointment by the Mayor of any Council member to any committee, the Governing Body members, by majority, shall make such appointment. **All Committee Chairs recognize their obligation to attend conscientiously and consistently all meetings of (a) the Governing Body, (b) the Standing Committees and (c) the meetings of other commissions, committees and/or boards for which they serve as Council liaison.**

Section 2. The following Standing Committees of the Council shall be appointed at the annual meeting:

1. FINANCE & ADMINISTRATION: Finance, Administration, Capital

- | | |
|--------------------------------|--|
| | Improvement, Insurance |
| 2. HEALTH & HUMAN SERVICES: | Health, Education (Schools & Library), Water Watch, Environmental Commission |
| 3. PARKS & RECREATION: | Parks and Recreation, Shade Tree, Seniors, Special Events & Public Information related thereto |
| 4. PLANNING & DEVELOPMENT: | Planning Board, Economic Development, Ordinances, Utilities, Construction |
| 5. PUBLIC SAFETY: | Police, Fire, First Aid, OEM |
| 6. PUBLIC WORKS & ENGINEERING: | Buildings & Grounds, Public Works, Engineering, Sanitation, Recycling |

Section 3. Each Councilperson shall be the Chairperson of one Standing Committee and a member of two other Standing Committees named in this article.

Section 4. The Standing Committees are appointed to expedite and facilitate the work of the Governing Body but only within statutory limits as the entire Governing Body is held responsible for any or all of its acts performed within the scope of authority.

A. A Standing Committee Shall:

1. Meet when requested by the Chairperson, or a majority of the committee, and all members thereof shall participate actively in the committee deliberation, performance of duties and the formulation of its recommendations to the Governing Body.
2. Plan, study, direct, make commitments within budgetary limitation, and carry on the routine activities for which it has primary responsibility.
3. Perform such acts as may be assigned to it by Council.
4. Report and make recommendations to the Council regarding its responsibilities and activities.

B. Except as provided above, a Standing Committee shall not:

1. Exceed its budgetary appropriations without prior approval of the Governing Body.

2. Make promises or commitments to anyone which directly, or by inference, bind the Governing Body.
3. Act in such a manner or make decisions, which set a precedent, or violate established Governing Body policy.

Section 5. The Mayor or Council, or both, may appoint special Committees for purposes other than those included in the duties of the Standing Committees.

Section 6. The Mayor and Council may change existing Committee assignments and or Council liaison when it is in the best interest of the Borough to do so.

Section 7. The Chairperson of each Standing or Special Committee shall be prepared to report to the Mayor and Council at each regular meeting on principal activities and achievements of his or her committee.

Section 8. The Chairperson of each Committee shall also report or cause to be prepared and submitted in writing to the Mayor and Council at the Regular meeting in December of each year an annual report of his or her committee's activities. Such annual report shall be filed in the office of the Borough Clerk and be there assembled as a permanent annual document covering the activities of all Standing Committees.

ARTICLE 10 – DUTIES OF COUNCIL STANDING COMMITTEES

A Standing Committee shall function as an advisory body to the Council as a whole in reviewing policy matters referred to them by the Governing Body, and such other matters as the Governing Body, by simple majority vote, may direct. A Standing Committee, within its respective areas of responsibility, shall formulate recommendations to the Governing Body regarding action proposed to be taken in general. The purpose of each Standing Committee shall be to review matters within the subject areas set forth below. Each Standing Committee shall have primary responsibility for the activities and matters listed under each committee heading which shall include the administration, practices, procedures and records.

Section 1. FINANCE AND ADMINISTRATION

The Finance and Administration Committee is generally charged with the duty of overseeing Finance, Administration, Capital Improvements and Insurance and, specifically shall:

- A. Examine, audit and report upon all bills and demands referred to them and render a report when requested by Governing Body, on the financial condition of the Borough and approve all categories of bills for payments.
- B. Coordinate the annual fiscal budget (operational and capital) process as follows:

1. The Borough Administrator, in consultation with the Chief Financial Officer, works with Department Heads to determine budgetary needs.
 2. Members of the Committee will coordinate the financial information with the Mayor, Borough Administrator, Department Heads and Chief Financial Officer throughout the budget process.
 3. The Committee, Mayor, Borough Administrator and Chief Financial Officer finalize the budget and submit same to Borough Clerk for distribution to all Council members and for scheduling of budget introduction.
- C. Serve as liaison between the Governing Body and the Registered Municipal Accountants.
- D. Maintain, review and, as necessary, revise all insurance coverage of the Borough.
- E. Investigate and review services that can be shared with other surrounding towns.
- F. Assist with obtaining grants in order to fund projects.
- G. Compile and review requests and information from all relevant Standing and/or other committees and recommend capital projects to the Governing Body.
- H. Participate in the negotiation and recommend for approval/denial all collectively negotiated bargaining agreements on behalf of the Borough.

Section 2. HEALTH AND HUMAN SERVICES

The Health and Human Services Committee is generally charged with the duty of overseeing matters pertaining to Health, Education, the Coastal Drug Alliance, the Water Watch Committee and the Environmental Commission and, specifically, shall:

- A. Serve as a liaison between the Governing Body and the Oceanport Board of Education and Shore Regional Board of Education.
- B. Serve as liaison between the Governing Body and the Shore Regional Alliance.
- C. Serve as liaison between the Governing Body and the Water Watch, Environmental Commission, Flood Mitigation Committee and/or with any other such agencies or associations concerned with the preservation and improvements of the waterways within and surrounding the Borough.
- D. Serve as liaison between the Governing Body and the County Board of Health.

- E. Review documentation and make recommendations to the Governing Body pertaining to technological advancements, information technologies and communication technologies to which the Borough should avail itself.
- F. Serve as liaison between the Oceanport Library Association, County Library and the Governing Body.

Section 3. PARKS AND RECREATION

The Parks and Recreation Committee is generally charged with the duty of overseeing matters pertaining to Parks and Recreation, Shade Trees, Senior Citizens, and Special Events and, specifically, shall:

- A. Oversee and coordinate the maintenance, management and operation (excluding field scheduling) of all parks and playgrounds within the Borough.
- B. Serve as liaison to all Recognized Sports Organizations within the Borough.
- C. Oversee and coordinate recreation activities sponsored or conducted by the Borough including seasonal programs and Summer Action Camp.
- D. Serve as a liaison between the Governing Body and such groups or associations serving Senior Citizens that may exist in the Borough.
- E. Oversee, plan and sponsor programs and activities designed to benefit all senior citizens residing in the Borough.
- F. Oversee and coordinate the purchase, removal and placement of trees in and along the public Right of Way and upon such other public property as the Governing Body may approve.
- G. Publish and distribute a bulletin containing current events and activities in the Borough.
- H. Oversee, plan and coordinate Memorial Day, Veterans Day, End of Summer and other Borough events/activities.
- I. Review and make recommendations regarding the budgets of projects, programs, departments and functions under its jurisdiction.

Section 4. PLANNING & DEVELOPMENT

The Planning & Development Committee is generally charged with the duty of overseeing matters pertaining to the Planning Board, Economic Development and Construction and, specifically, shall:

- A. Serve as liaison between the Planning Board and Governing Body

- B. Make recommendations to the Governing Body for the preparation, enactment, updating and/or codification of ordinances and/or Borough procedures and/or policies pertaining to zoning and planning, development, sub-division control, site plan approval, building codes and construction.
- C. Keep the Governing Body informed on matters affecting Zoning and Planning related to the Borough, adjacent municipalities and County and State governments.
- D. Serve as liaison to the Department of Community Affairs regarding the development and grants for community projects.
- E. Provide and encourage the development and expansion of local trade and industries.

Section 5. PUBLIC SAFETY

The Public Safety Committee is generally charged with the duty of overseeing matters pertaining to Police, Fire, First Aid and Office of Emergency Management and, specifically, shall:

- A. Oversee, coordinate and manage the purchase/lease and maintenance of Borough fire equipment and other property.
- B. Oversee, coordinate and manage the purchase/lease and maintenance of Borough first aid equipment and/or property.
- C. Review and make recommendations regarding the budgets of the Police Department, Volunteer Fire Department, Volunteer First Aid Squad and Office of Emergency Management.
- D. Serve as liaison between the Borough's Volunteer First Aid Squad and the Governing Body.
- E. Serve as liaison between the Borough's Volunteer Fire Departments and the Governing Body.
- F. Serve as the liaison between the Borough's Police Department and the Governing Body.
- G. Serve as the liaison between the Governing Body and the Municipal Court.
- H. Coordinate and oversee, in conjunction with the Chief of Police, the hiring of all Police Department personnel, including members of the Department, Special Police and School Crossing Guards.

- I. Coordinate and oversee, in conjunction with the Chief of Police, highway traffic and safety and all matters relating to parking regulations, including on-street and off-street parking.
- J. Coordinate and oversee, in conjunction with the Chief of Police and the Office of Emergency Management, all civil defense activities.
- K. Coordinate and oversee, in conjunction with the Chief of Police, regulatory signs directing the flow of traffic, including the location, design and specification thereof.
- L. In conjunction with the Chief of Police, review and, when appropriate, recommend the granting of licenses and the inspection of licensed premises and persons as designated by the Governing Body from time to time.

Section 6. PUBLIC WORKS:

The Public Works Committee is generally charged with the duty of overseeing matters pertaining to Buildings and Grounds, Public Works, Engineering, Sanitation and Recycling and, specifically, shall:

- A. Oversee, coordinate and manage the maintenance and upkeep of all public buildings.
- B. Oversee, coordinate and manage the construction, reconstruction, improvement, maintenance and cleaning of all roadways within the Borough.
- C. Oversee, coordinate and manage the maintenance of all Borough vehicles and other mechanical equipment.
- D. Oversee, coordinate, and manage storm debris collection and disposal.
- E. Oversee, coordinate and manage the cutting of grass, shrubs and weeds on Borough roadways and properties.
- F. Review contracts for solid waste and recycling collection.
- G. Serve as a liaison between the Governing Body and utility companies.

ARTICLE 11 – BILLS, CLAIMS AND VOUCHERS

Section 1. All bills, claims, invoices, purchase orders, vouchers, etc. shall be generated, processed, reviewed and paid consistent with the procedures set forth in the Borough of Oceanport's Purchasing Manual.

ARTICLE 12 – BOROUGH SEAL

Section 1. The seal of the Borough shall be as hereinafter impressed.

Section 2. The seal shall be in the custody of the Borough Clerk and shall be impressed on all appropriate documents or papers.

ARTICLE 13 – AMENDMENTS

Section 1.

- A. The Mayor, or any member of the Council may propose amendments to these By-laws at any regular meeting or adjourned meeting.
- B. The Mayor will then appoint a Special Committee comprised of three members of the Council to consider the proposed amendments. This Special Committee may submit other suggested changes, additions and/or deletions to the Council.

Section 2. Such Special Committee shall present its recommendation at a regular meeting or adjourned regular meeting of the Governing Body within (30) thirty days of appointments of the Special Committee by the Mayor.

Section 3. These By-laws shall be altered and amended only by a majority vote of the entire Council, on a roll call taken at two (2) consecutive regular meetings of the Council.

ARTICLE 14 – ADOPTION AND TERM

Section 1. The By-laws shall be adopted by resolution of the Council concurred in by a majority of the Council.

Section 2. The By-laws shall become effective immediately after adoption and shall remain in effect until not longer than December 31st of the calendar year in which the By-laws, as amended, supplemented or otherwise modified, were adopted. As such, the By-laws and any amendments, supplement, and/or modifications thereto shall be adopted by the Council as part of its annual meeting.

Section 3. The By-laws of the Borough of Oceanport, as amended, supplemented or modified shall be posted on and made available to the general public on the Borough of Oceanport's website.

BOROUGH OF OCEANPORT

2024 BY-LAWS OF THE MAYOR & COUNCIL



Borough of Oceanport
County of Monmouth, State of New Jersey

Mayor Thomas J. Tyrdik
Councilman William Deerin
Councilman Richard A. Gallo
Councilman Bryan Keeshen
Councilman Michael O'Brien
Councilman Keith Salnick
Vacant

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ARTICLE I – RULES OF ORDER

The deliberations of the Governing Body shall be governed by “Roberts Rules of Order”, except when the same are in conflict with the laws of the State of New Jersey or these By-laws, in which even said Roberts Rules of Order shall be inapplicable.

ARTICLE 2 – THE GOVERNING BODY

Section 1. The Mayor and six Council members shall constitute the Governing Body of the Borough of Oceanport, which Governing Body shall be known as “The Mayor and Council”.

ARTICLE 3 – THE MAYOR

Section 1. The Mayor shall be the chief executive officer of the Borough. The Mayor shall also participate in the determination of Borough affairs to the extent permitted by statute.

Section 2. The Mayor shall see that the laws of the State of New Jersey and the ordinances of the Borough are faithfully executed and shall recommend to the Council such measures, as the Mayor may deem necessary or expedient for the welfare of the Borough.

Section 3. The Mayor shall use his or her authority to maintain peace and good order in the Borough and has the power to suppress all riots and tumultuous illegal assemblies in the Borough.

Section 4. The Mayor shall have the authority to execute contracts in behalf of the Borough, approved by the Governing Body, and to sign checks and warrants or payments approved by the Governing Body.

Section 5. The Mayor shall preside at all meetings of the Governing Body.

Section 6. The Mayor shall not vote except in the case of a tie among those Council Members voting.

Section 7. The Mayor shall on all occasions preserve the order and decorum at the deliberations of the Governing Body. The Mayor shall cause the removal of any persons who interrupt the proceedings of the Governing Body.

Section 8. When two or more members of the Governing Body arise or attempt to speak at the same time, the Mayor shall name the one entitled to the floor and recognition.

Section 9. The Mayor shall decide all questions of order without debate, subject to an appeal to the Council.

Section 10. In the absence of the Mayor or if the Mayor is unable to perform his or her duties, the Council President (or, in his or her inability to act, the Council member having the longest term of service) shall act as Mayor as provided by Statute.

Section 11. The Mayor shall be an ex officio member of all committees, both standing and special and shall be informed in advance of all meetings of such committees.

ARTICLE 4 – THE COUNCIL

Section 1. The Council shall be the legislative body of the municipality.

Section 2. The Council may, subject to general law and the provisions of this act:

- (1) Pass, adopt, amend and repeal any ordinance or, where permitted, any resolution for any purpose required for the government of the municipality or for the accomplishment of any public purpose for which the municipality is authorized to act under general law;
- (2) Control and regulate the finances of the municipality and raise money by borrowing or taxation;
- (3) Create such offices and positions as it may deem necessary. The officers appointed thereto shall perform the duties required by law and the ordinances of the Council. Other than the borough attorney, engineer, and building inspector, these officers shall be residents of the borough and shall serve at the pleasure of the Council, except the Clerk, who also shall be exempt from the borough residency requirement, the Tax Collector and Tax Assessor who shall serve for terms provided in Chapter 9 of Title 40A of the New Jersey Statutes. The Council may exempt officers from the residency requirements but only pursuant to the adoption of an ordinance to that effect;
- (4) Investigate any activity of the municipality;
- (5) Remove any officer of the municipality, other than those officers excepted by law, for cause; and
- (6) Override a veto of the Mayor by a two-thirds majority of all the members of the Council.

Section 3. The Council shall have all the executive responsibilities of the municipality not placed, by general law or this act, in the office of the Mayor.

Section 4. The Council, whenever it fails to confirm the nomination by the Mayor of any official to a subordinate office of the Borough within 30 days of being presented such nomination, shall make the appointment to that office, provided that at least three affirmative votes shall be required for such purpose, the Mayor to have no vote thereon except in the case of a tie.

ARTICLE 5 – THE BOROUGH CLERK

Section 1. The Clerk shall perform the duties enjoined upon that office by the Revised Statutes of New Jersey, these By-laws and such ordinances as the Council may, from time to time, enact.

Section 2. The Clerk shall keep the minutes and ordinance books properly and fully indexed and shall perform all the duties usually devolving upon such officer; and in addition, such other duties or services as the Governing Body may require or direct.

Section 3. Upon the introduction of an ordinance, the same shall be properly numbered and recorded at length by the Borough Clerk in the Ordinance Book. The assigned number shall appear in the advertisement of such ordinance.

Section 4. The Clerk shall be the Borough employee responsible for responding to all lawful requests under the New Jersey Open Public Records Act.

ARTICLE 6 – BOROUGH ADMINISTRATOR

Section 1. The Borough Administrator shall perform such duties as are set forth in Chapter 5 and as set forth in other Chapters of the Code of the Borough of Oceanport as required by ordinance.

Section 2. The Borough Administrator need not reside in the Borough of Oceanport but must be a resident of New Jersey.

Section 3. The Borough Administrator serves at the pleasure of the Mayor and Council and carries out the policies of the Mayor and Council.

Section 4. Nothing in this Article shall derogate from or authorize the Administrator to exercise powers of the elected officials of the municipality.

ARTICLE 7 – MEETINGS

Section 1. The Governing Body shall hold an annual meeting during the first seven (7) days of January of any year, which meeting will be held within the Borough and at such time and place as the Governing Body may by resolution direct.

Section 2. At the annual meeting of the Governing Body, the Council shall elect one of its members as Council President to serve for one year and until the next annual meeting and fix the time and place for holding regular and workshop meetings during the ensuing year, which time and place shall not be changed except by the action of the Borough Council taken at a regular meeting. Public notice of the aforesaid meetings schedule and any revision thereto shall be provided in accordance with the Open Public Meetings Act.

Section 3. The Mayor shall, when necessary, call special meetings of the Governing Body. In case of the Mayor's neglect or refusal to do so, any four members of the Borough Council may call such meeting at such time and place in the Borough as they may designate. Public notice of a special meeting shall be provided in accordance with the Open Public Meetings Act.

Section 4. A quorum of the Governing Body shall be as provided by Statute, to wit: three Borough Council Members and the Mayor, and, in the absence of the Mayor, four Borough Council Members. However, a small number of the Governing Body may meet, discuss and adjourn from time to time, but in no event may they take any official action as a Governing Body in the absence of a quorum. If no quorum shall be present at any meeting, those assembled shall have power and are hereby authorized to set a new meeting date and then adjourn.

Section 5. The order of business at any meeting as set forth in Article 8 may be changed by a majority vote of the members of the Governing Body present at such meeting or by the Mayor with consent of the Borough Council.

Section 6. Upon demand of one member of the Borough Council or when ordered by the Mayor, or when directed by Statute, a roll call vote shall be taken and yeas and nays entered in the Minutes of the meeting.

Section 7. If the Governing Body at its annual meeting fails to elect a President of the Council, the Mayor shall appoint the President from the members of the Borough Council and in that case no confirmation by the Governing Body shall be necessary.

Section 8. The only business which can be transacted at a special meeting is that for which the special meeting is called.

Section 9. The Clerk shall notify the Governing Body, in writing or by email through the Borough email addresses for each member of the Governing Body, of each special meeting, stating the subject, at least one day before the time fixed for holding same.

Section 10. It is in the best interest of its residents and taxpayers that the fullest participation and attendance in all meetings of the Governing Body be achieved whenever possible. To that end, insofar as the use of electronic conferencing for meeting attendance and voting requirements, at least in some governmental meetings, is not prohibited so long as the meeting is conducted in accordance with the Open Public Meetings Act, members of the Governing Body may attend meetings by means of electronic equipment, subject to the following conditions:

A. All pertinent provisions of the Open Public Meetings Act must be complied with, including specifically the proper notice of any regular or special meeting, the proper record keeping or minutes of each meeting, the appropriate agenda preparation for each meeting, which in addition shall be posted along with the notice of the meeting, and, in particular, any use of closed sessions shall be in compliance with the provisions of the Act.

B. That sufficient security and identification procedures be employed, either at the outset of any meeting or at any time during the meeting as appropriate, to ensure that any and all members attending for discussion or voting purpose are in fact an authorized member with right to speak and vote.

C. A quorum of members of the Governing Body **MUST** be physically present at the location of the meeting for all regularly scheduled meetings, advertised on January 1st each year. Only additional members, i.e., those members not part of the required physically present quorum, may attend by video and/or audio conferencing or by other electronic means. Only at Special Meetings, not regularly scheduled, will teleconferencing be allowed to create a quorum.

D. All members of the Governing Body attending meetings by electronic conferencing shall be entitled to vote as if they were personally and physically present at the meeting site so long as a physical quorum is present, but their votes shall be recorded by the Secretary as done by electronic attendance.

E. A member of the Governing Body who attends a meeting by video or audio conference must provide notice to the Borough Clerk at least 24 hours prior to the meeting unless such advanced noticed is impracticable.

F. A member of the Governing Body may attend a meeting through electronic conferencing if his or her physical presence at the meeting is prevented due to i) personal illness or disability; ii) employment purposes or the business of the Governing Body; or iii) a family or other emergency.

G. The meeting minutes shall include, but need not be limited to: i) the date, time and place of the meeting; ii) the members of the Governing Body who were either present or absent from the meeting and whether those members in attendance were physically present or present by audio conference, video conference or by other electronic means; and iii) a summary of discussion on all matters proposed, deliberated, or decided, and a record of any votes taken.

H. This policy shall not be construed to mean that conferencing by electronic means shall be regularly used or used at every meeting of the Governing Body but shall be used only as necessary to allow the participation of members of the Governing Body who are unable to attend in person due to such circumstances listed in Provision F herein.

I. The location of the meeting included on the notice shall be equipped with a suitable transmission system (e.g., a speakerphone) in order that the public audience, the members of the Governing Body in attendance and any staff will be able to hear any input, vote or discussion of the conference and that the member attending by electronic means shall have a similar capability of hearing such input, vote or discussion.

ARTICLE 8 – AGENDAS

Section 1.

A. Workshop. The following order of business shall be observed:

1. Meeting called to order
2. Statement of Compliance with Open Public Meetings Act
3. Flag Salute, Statement to the Public
4. Roll Call
5. Public Comment on Action Items
6. Action Items
 - a. Resolution for payment of bills
 - b. Resolutions of a timely nature
 - c. Ordinances of a timely nature
7. Clerk's Report
 - a. Old Business
 - b. New Business
8. Administrator's Report
9. Mayor's Report
10. Public Comment
11. Executive Session by Resolution as needed
12. Adjourn to Executive Session
13. Return from Executive Session
14. Adjournment

B. Regular. The following order of business shall be observed:

1. Meeting called to order
2. Statement of Compliance with Open Public Meetings Act
3. Flag Salute, Statement to the Public
4. Roll Call
5. Public Comment on Action Items
6. Administrator's Report
7. Clerk's Report
8. Consent Agenda
9. Minutes
10. Resolutions

11. Ordinances

12. Council Standing Committee reports

- a. Parks & Recreation
- b. Public Works & Engineering
- c. Public Safety
- d. Finance & Administration
- e. Health & Human Services
- f. Planning & Development

13. Mayor's Report

14. Public Comment

15. Executive Session by Resolution as needed

16. Adjourn to Executive Session

17. Return from Executive Session

18. Adjournment

C. The aforesaid order of business at any meeting may be changed by motion with majority vote of the members of the Governing Body present at such meeting or at the discretion of the Mayor.

Section 2. An agenda for each meeting of the Governing Body shall be prepared by the Clerk in consultation with the Mayor and provide the specific order of business and action for that particular meeting. The Clerk will accept agenda items only as submitted by appropriate Chairpersons of standing Council committees, the Mayor, the Council President, the Administrator, the Chief Financial Officer, Municipal Attorney or Municipal Engineer.

Section 3. Agenda items with supporting documentation including summary of item development, purpose, cost/savings details, appropriate budget account(s) to be charged for financial matters with statement from the CFO that funds are available and any proposals/quotes, shall be submitted to the Clerk by the end of business on the seventh (7th) calendar day before a workshop or regular meeting. The Clerk shall prepare a printed agenda which shall be provided to the Governing Body and be available to the general public by the close of business on the third (3rd) calendar day before a workshop or regular meeting. (By way of example, if a meeting is scheduled for a Thursday, the agenda should be completed and distributed by the preceding Monday.) In the event that exigent circumstances prevent issuance of an agenda on the third (3rd) calendar day before a meeting, it shall be issued as soon thereafter as possible. Agenda items and supporting documentation shall be provided with the agenda whenever possible or as it becomes

available. Any item may be added to the agenda of any meeting by vote of a majority of the Council members present during the meeting.

Section 4. The Governing Body, by majority vote, may adopt at any meeting a time limitation of public comment in terms of a time limit for each member of the public and an hour at which public comment will be terminated.

Section 5. Any member of the public wishing to speak a second time or more will only be recognized after all members of the public wishing to be heard for a first time have been recognized.

Section 6. Prior to being allowed to address the Governing Body, a person addressing the Governing Body shall step up to the microphone, face the Governing Body and provide his or her name and address.

Section 7. Unless permitted by the Mayor after a request, no remarks may be addressed directly to any individual member of the Governing Body, but only to the Governing Body as a whole. In the event a request to address an individual member of the Governing Body is made, the Mayor may only grant the request if the individual member of the Governing Body to whom the remark is to be made advises the Mayor that he or she assents to the request.

Section 8. Members of the Governing Body may, if they wish, respond to any member of the public. If present and called upon by the Mayor or other presiding officer, a Borough employee may provide information in response to any inquiry from the public.

ARTICLE 9 – STANDING COMMITTEES

Section 1. The Mayor shall appoint all Standing Committee members subject to the approval and concurrence of the majority of the Governing Body. The Mayor shall have no vote in any such committee appointment except in the case of a tie vote and then only for the purpose of breaking such tie vote. Should a majority of the Governing Body not concur in the appointment by the Mayor of any Council member to any committee, the Governing Body members, by majority, shall make such appointment.

Section 2. The following Standing Committees of the Council shall be appointed at the annual meeting:

- | | |
|------------------------------|--|
| 1. FINANCE & ADMINISTRATION: | Finance, Administration, Capital Improvement, Insurance |
| 2. HEALTH & HUMAN SERVICES: | Health, Education (Schools & Library), Water Watch, Environmental Commission |

- | | |
|--------------------------------|--|
| 3. PARKS & RECREATION: | Parks and Recreation, Shade Tree, Seniors, Special Events & Public Information related thereto |
| 4. PLANNING & DEVELOPMENT: | Planning Board, Economic Development, Ordinances, Utilities, Construction |
| 5. PUBLIC SAFETY: | Police, Fire, First Aid, OEM |
| 6. PUBLIC WORKS & ENGINEERING: | Buildings & Grounds, Public Works, Engineering, Sanitation, Recycling |

Section 3. Each Councilperson shall be the Chairperson of one Standing Committee and a member of two other Standing Committees named in this article.

Section 4. The Standing Committees are appointed to expedite and facilitate the work of the Governing Body but only within statutory limits as the entire Governing Body is held responsible for any or all of its acts performed within the scope of authority.

A. A Standing Committee Shall:

1. Meet when requested by the Chairperson, or a majority of the committee, and all members thereof shall participate actively in the committee deliberation, performance of duties and the formulation of its recommendations to the Governing Body.
2. Plan, study, direct, make commitments within budgetary limitation, and carry on the routine activities for which it has primary responsibility.
3. Perform such acts as may be assigned to it by Council.
4. Report and make recommendations to the Council regarding its responsibilities and activities.

B. Except as provided above, a Standing Committee shall not:

1. Exceed its budgetary appropriations without prior approval of the Governing Body.
2. Make promises or commitments to anyone which directly, or by inference, bind the Governing Body.
3. Act in such a manner or make decisions, which set a precedent, or violate established Governing Body policy.

Section 5. The Mayor or Council, or both, may appoint special Committees for purposes other than those included in the duties of the Standing Committees.

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Section 8. The Chairperson of each Committee shall also report or cause to be prepared and submitted in writing to the Mayor and Council at the Regular meeting in December of each year an annual report of his or her committee's activities. Such annual report shall be filed in the office of the Borough Clerk and be there assembled as a permanent annual document covering the activities of all Standing Committees.

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3. The Committee, Mayor, Borough Administrator and Chief Financial Officer finalize the budget and submit same to Borough Clerk for distribution to all Council members and for scheduling of budget introduction.
- C. Serve as liaison between the Governing Body and the Registered Municipal Accountants.
- D. Maintain, review and, as necessary, revise all insurance coverage of the Borough.
- E. Investigate and review services that can be shared with other surrounding towns.
- F. Assist with obtaining grants in order to fund projects.
- G. Compile and review requests and information from all relevant Standing and/or other committees and recommend capital projects to the Governing Body.
- H. Participate in the negotiation and recommend for approval/denial all collectively negotiated bargaining agreements on behalf of the Borough.

Section 2. HEALTH AND HUMAN SERVICES

The Health and Human Services Committee is generally charged with the duty of overseeing matters pertaining to Health, Education, the Coastal Drug Alliance, the Water Watch Committee and the Environmental Commission and, specifically, shall:

- A. Serve as a liaison between the Governing Body and the Oceanport Board of Education and Shore Regional Board of Education.
- B. Serve as liaison between the Governing Body and the Shore Regional Alliance.
- C. Serve as liaison between the Governing Body and the Water Watch, Environmental Commission, Flood Mitigation Committee and/or with any other such agencies or associations concerned with the preservation and improvements of the waterways within and surrounding the Borough.
- D. Serve as liaison between the Governing Body and the County Board of Health.
- E. Review documentation and make recommendations to the Governing Body pertaining to technological advancements, information technologies and communication technologies to which the Borough should avail itself.
- F. Serve as liaison between the Oceanport Library Association, County Library and the Governing Body.

Section 3. PARKS AND RECREATION

The Parks and Recreation Committee is generally charged with the duty of overseeing matters pertaining to Parks and Recreation, Shade Trees, Senior Citizens, and Special Events and, specifically, shall:

- A. Oversee and coordinate the maintenance, management and operation (excluding field scheduling) of all parks and playgrounds within the Borough.
- B. Serve as liaison to all Recognized Sports Organizations within the Borough.
- C. Oversee and coordinate recreation activities sponsored or conducted by the Borough including seasonal programs and Summer Action Camp.
- D. Serve as a liaison between the Governing Body and such groups or associations serving Senior Citizens that may exist in the Borough.
- E. Oversee, plan and sponsor programs and activities designed to benefit all senior citizens residing in the Borough.
- F. Oversee and coordinate the purchase, removal and placement of trees in and along the public Right of Way and upon such other public property as the Governing Body may approve.
- G. Publish and distribute a bulletin containing current events and activities in the Borough.
- H. Oversee, plan and coordinate Memorial Day, Veterans Day, End of Summer and other Borough events/activities.
- I. Review and make recommendations regarding the budgets of projects, programs, departments and functions under its jurisdiction.

Section 4. PLANNING & DEVELOPMENT

The Planning & Development Committee is generally charged with the duty of overseeing matters pertaining to the Planning Board, Economic Development and Construction and, specifically, shall:

- A. Serve as liaison between the Planning Board and Governing Body
- B. Make recommendations to the Governing Body for the preparation, enactment, updating and/or codification of ordinances and/or Borough procedures and/or policies pertaining to zoning and planning, development, sub-division control, site plan approval, building codes and construction.

- C. Keep the Governing Body informed on matters affecting Zoning and Planning related to the Borough, adjacent municipalities and County and State governments.
- D. Serve as liaison to the Department of Community Affairs regarding the development and grants for community projects.
- E. Provide and encourage the development and expansion of local trade and industries.

Section 5. PUBLIC SAFETY

The Public Safety Committee is generally charged with the duty of overseeing matters pertaining to Police, Fire, First Aid and Office of Emergency Management and, specifically, shall:

- A. Oversee, coordinate and manage the purchase/lease and maintenance of Borough fire equipment and other property.
- B. Oversee, coordinate and manage the purchase/lease and maintenance of Borough first aid equipment and/or property.
- C. Review and make recommendations regarding the budgets of the Police Department, Volunteer Fire Department, Volunteer First Aid Squad and Office of Emergency Management.
- D. Serve as liaison between the Borough's Volunteer First Aid Squad and the Governing Body.
- E. Serve as liaison between the Borough's Volunteer Fire Departments and the Governing Body.
- F. Serve as the liaison between the Borough's Police Department and the Governing Body.
- G. Serve as the liaison between the Governing Body and the Municipal Court.
- H. Coordinate and oversee, in conjunction with the Chief of Police, the hiring of all Police Department personnel, including members of the Department, Special Police and School Crossing Guards.
- I. Coordinate and oversee, in conjunction with the Chief of Police, highway traffic and safety and all matters relating to parking regulations, including on-street and off-street parking.
- J. Coordinate and oversee, in conjunction with the Chief of Police and the Office of Emergency Management, all civil defense activities.

- K. Coordinate and oversee, in conjunction with the Chief of Police, regulatory signs directing the flow of traffic, including the location, design and specification thereof.
- L. In conjunction with the Chief of Police, review and, when appropriate, recommend the granting of licenses and the inspection of licensed premises and persons as designated by the Governing Body from time to time.

Section 6. PUBLIC WORKS:

The Public Works Committee is generally charged with the duty of overseeing matters pertaining to Buildings and Grounds, Public Works, Engineering, Sanitation and Recycling and, specifically, shall:

- A. Oversee, coordinate and manage the maintenance and upkeep of all public buildings.
- B. Oversee, coordinate and manage the construction, reconstruction, improvement, maintenance and cleaning of all roadways within the Borough.
- C. Oversee, coordinate and manage the maintenance of all Borough vehicles and other mechanical equipment.
- D. Oversee, coordinate, and manage storm debris collection and disposal.
- E. Oversee, coordinate and manage the cutting of grass, shrubs and weeds on Borough roadways and properties.
- F. Review contracts for solid waste and recycling collection.
- G. Serve as a liaison between the Governing Body and utility companies.

ARTICLE 11 – BILLS, CLAIMS AND VOUCHERS

Section 1. All bills, claims, invoices, purchase orders, vouchers, etc. shall be generated, processed, reviewed and paid consistent with the procedures set forth in the Borough of Oceanport's Purchasing Manual.

ARTICLE 12 – BOROUGH SEAL

Section 1. The seal of the Borough shall be as hereinafter impressed.

Section 2. The seal shall be in the custody of the Borough Clerk and shall be impressed on all appropriate documents or papers.

ARTICLE 13 – AMENDMENTS

Section 1.

- A. The Mayor, or any member of the Council may propose amendments to these By-laws at any regular meeting or adjourned meeting.
- B. The Mayor will then appoint a Special Committee comprised of three members of the Council to consider the proposed amendments. This Special Committee may submit other suggested changes, additions and/or deletions to the Council.

Section 2. Such Special Committee shall present its recommendation at a regular meeting or adjourned regular meeting of the Governing Body within (30) thirty days of appointments of the Special Committee by the Mayor.

Section 3. These By-laws shall be altered and amended only by a majority vote of the entire Council, on a roll call taken at two (2) consecutive regular meetings of the Council.

ARTICLE 14 – ADOPTION AND TERM

Section 1. The By-laws shall be adopted by resolution of the Council concurred in by a majority of the Council.

Section 2. The By-laws shall become effective immediately after adoption and shall remain in effect until not longer than December 31st of the calendar year in which the By-laws, as amended, supplemented or otherwise modified, were adopted. As such, the By-laws and any amendments, supplement, and/or modifications thereto shall be adopted by the Council as part of its annual meeting.

Section 3. The By-laws of the Borough of Oceanport, as amended, supplemented or modified shall be posted on and made available to the general public on the Borough of Oceanport's website.

ARTICLE 7 – MEETINGS

Questions of order, methods of organization and the conduct of the business of the Governing Body shall be determined by the Mayor unless there is an objection to a determination made by the Mayor, in which case the matter in issue shall be determined by majority vote of the Governing Body members present at any regular or special meeting. Robert's Rules of Order may be consulted for general guidance and to aid in the disposition or resolution of any issue; however, Robert's Rules of Order shall not have binding effect in any matter or issue before the Governing Body.

Section 1. The Governing Body shall hold an annual meeting during the first seven (7) days of January of any year, which meeting will be held within the Borough and at such time and place as the Governing Body may by resolution direct.

Section 2. At the annual meeting of the Governing Body, the Council shall elect one of its members as Council President to serve for one year and until the next annual meeting and fix the time and place for holding regular and workshop meetings during the ensuing year, which time and place shall not be changed except by the action of the Borough Council taken at a regular meeting. Public notice of the aforesaid meetings schedule and any revision thereto shall be provided in accordance with the Open Public Meetings Act.

Section 3. The Mayor shall, when necessary, call special meetings of the Governing Body. In case of the Mayor's neglect or refusal to do so, any four members of the Borough Council may call such meeting at such time and place in the Borough as they may designate. Public notice of a special meeting shall be provided in accordance with the Open Public Meetings Act.

Section 4. A quorum of the Governing Body shall be as provided by Statute, to wit: three Borough Council Members and the Mayor, and, in the absence of the Mayor, four Borough Council Members. However, a small number of the Governing Body may meet, discuss and adjourn from time to time, but in no event may they take any official action as a Governing Body in the absence of a quorum. If no quorum shall be present at any meeting, those assembled shall have power and are hereby authorized to set a new meeting date and then adjourn.

Section 5. The order of business at any meeting as set forth in Article 8 may be changed by a majority vote of the members of the Governing Body present at such meeting or by the Mayor with consent of the Borough Council.

Section 6. Upon demand of one member of the Borough Council or when ordered by the Mayor, or when directed by Statute, a roll call vote shall be taken and yeas and nays entered in the Minutes of the meeting.

Section 7. If the Governing Body at its annual meeting fails to elect a President of the Council, the Mayor shall appoint the President from the members of the Borough Council and in that case no confirmation by the Governing Body shall be necessary.

Section 8. The only business which can be transacted at a special meeting is that for which the special meeting is called.

Section 9. The Clerk shall notify the Governing Body, in writing or by email through the Borough email addresses for each member of the Governing Body, of each special meeting, stating the subject, at least one day before the time fixed for holding same.

Section 10. It is in the best interest of its residents and taxpayers that the fullest participation and attendance in all meetings of the Governing Body be achieved whenever possible. **Members of the Governing Body shall personally attend all workshop, regular and special meetings of the Governing Body. For the purposes of this entire section, the word "attend" shall be defined as physical presence. Except as set forth in Subsection 10(A) hereof, any member of the Governing Body who is not physically present at a meeting of the Governing Body shall be deemed to be absent for such meeting.** ~~To that end, if~~ Insofar as the use of electronic conferencing for meeting attendance and voting requirements, at least in some governmental meetings, is not prohibited so long as the meeting is conducted in accordance with the Open Public Meetings Act, members of the Governing Body may attend meetings by means of electronic equipment, subject to the following conditions:

A. A Governing Body member's physical presence may be excused only if the member concerned has provided a written request to the entire Governing Body and the Borough Clerk 24 hours in advance of the scheduled meeting, unless such advance notice is impractical or impossible, stating the reason(s) why such Governing Body member will not be in attendance. Upon a showing of what it deems, in its sole discretion, to be good cause, the Governing Body majority present at a meeting for which an attendance excuse is requested may vote to excuse a Governing Body member's attendance at such meeting. Provided, however, that the Governing Body may not refuse to excuse an absence when a Governing Body member's failure to attend is due to (a) legitimate personal illness or disability, (b) a legitimate business purpose required for employment, or (c) family or other emergency.

B.

In the event an excuse from attendance at any meeting of the Governing Body is requested for the reasons set forth in subparagraph 10(A), the Governing Body, by majority vote, may require that subsequent written verification and justification of same be provided by the Governing Body member. In the event

that the excuse is that a legitimate illness or disability is preventing attendance, proof thereof shall be provided by the Governing Body member from a physician or appropriate health care professional. In the event satisfactory written verification of the inability to attend due to one of the reasons set forth above is not provided within five calendar days following the date of the meeting that a member of the Governing Body did not attend, the Governing Body member concerned shall be deemed to have been absent for that meeting.

- c. Participation by telephone or other electronic means in meetings of the Governing Body shall not be permitted unless an absence from a meeting of the Governing Body has first been excused by vote of a majority of the Governing Body pursuant to Subsection 10(A) hereof and the Governing Body member has requested the ability to participate in the meeting by telephone or other electronic means at the time that the written request for an excused absence is submitted. In such case, a majority of the Governing Body may, in its sole discretion, vote to allow or disallow telephone or other electronic participation on the part of an excused member. Provided, however, that no member of the Governing Body who is not physically present at a meeting of the Governing Body shall be permitted to participate in any closed or executive session of the Governing Body.
- d. In the event any Governing Body member fails to physically attend and participate in meetings of the Governing Body for a period of eight consecutive weeks without being excused from attendance as set forth in Subsection 10(A) hereof, then, in such case, the seat held by such Governing Body member shall be deemed vacant pursuant to N.J.S.A. 40A:16-3(g).
- E. ~~A:~~ All pertinent provisions of the Open Public Meetings Act must be complied with, including specifically the proper notice of any regular or special meeting, the proper record keeping or minutes of each meeting, the appropriate agenda preparation for each meeting, which in addition shall be posted along with the notice of the meeting, and, in particular, any use of closed sessions shall be in compliance with the provisions of the Act.
- F. ~~B:~~ That sufficient security and identification procedures be employed, either at the outset of any meeting or at any time during the meeting as appropriate, to ensure that any and all

members attending for discussion or voting purpose are in fact an authorized member with right to speak and vote.

- G. ~~E~~: A quorum of members of the Governing Body MUST be physically present at the location of the meeting for all regularly scheduled meetings, advertised on January 1st each year. Only additional members, i.e., those members not part of the required physically present quorum, may attend by video and/or audio conferencing or by other electronic means. Only at Special Meetings, not regularly scheduled, will teleconferencing be allowed to create a quorum.
- H. ~~D~~: All members of the Governing Body attending meetings by electronic conferencing shall be entitled to vote as if they were personally and physically present at the meeting site so long as a physical quorum is present, but their votes shall be recorded by the Secretary as done by electronic attendance. G. The meeting minutes shall include, but need not be limited to: i) the date, time and place of the meeting; ii) the members of the Governing Body who were either present or absent from the meeting and whether those members in attendance were physically present or present by audio conference, video conference or by other electronic means; and iii) a summary of discussion on all matters proposed, deliberated, or decided, and a record of any votes taken.
- I. ~~H~~: This policy shall not be construed to mean that conferencing by electronic means shall be regularly used or used at every meeting of the Governing Body but shall be used only as necessary to allow the participation of members of the Governing Body who are unable to attend in person due to such circumstances listed in Provision F herein.
- J. ~~I~~: The location of the meeting included on the notice shall be equipped with a suitable transmission system (e.g., a speakerphone) in order that the public audience, the members of the Governing Body in attendance and any staff will be able to hear any input, vote or discussion of the conference and that the member attending by electronic means shall have a similar capability of hearing such input, vote or discussion.

~~E. A member of the Governing Body who attends a meeting by video or audio conference must provide notice to the Governing Body and Borough Clerk at least 24 hours prior to the meeting unless such advanced notice is impracticable.~~

~~F. A member of the Governing Body may attend a meeting through electronic conferencing if his or her physical presence at the meeting is prevented due to i) personal illness or disability; ii) employment purposes or the business of the Governing Body; or iii) a family or other emergency.~~

ARTICLE 9 – STANDING COMMITTEES

Section 1. The Mayor shall appoint all Standing Committee members subject to the approval and concurrence of the majority of the Governing Body. The Mayor shall have no vote in any such committee appointment except in the case of a tie vote and then only for the purpose of breaking such tie vote. Should a majority of the Governing Body not concur in the appointment by the Mayor of any Council member to any committee, the Governing Body members, by majority, shall make such appointment. **All Committee Chairs recognize their obligation to attend conscientiously and consistently all meetings of (a) the Governing Body, (b) the Standing Committees, and (c) the meetings of other commissions, committees and/or boards for which they serve as Council liaison.**

Section 2. The following Standing Committees of the Council shall be appointed at the annual meeting:

1. FINANCE & ADMINISTRATION: Finance, Administration, Capital Improvement, Insurance
2. HEALTH & HUMAN SERVICES: Health, Education (Schools & Library), Water Watch, Environmental Commission
3. PARKS & RECREATION: Parks and Recreation, Shade Tree, Seniors, Special Events & Public Information related thereto
4. PLANNING & DEVELOPMENT: Planning Board, Economic Development, Ordinances, Utilities, Construction
5. PUBLIC SAFETY: Police, Fire, First Aid, OEM
6. PUBLIC WORKS & ENGINEERING: Buildings & Grounds, Public Works, Engineering, Sanitation, Recycling

Section 3. Each Councilperson shall be the Chairperson of one Standing Committee and a member of two other Standing Committees named in this article.

Section 4. The Standing Committees are appointed to expedite and facilitate the work of the Governing Body but only within statutory limits as the entire Governing Body is held responsible for any or all of its acts performed within the scope of authority.

A. A Standing Committee Shall:

1. Meet when requested by the Chairperson, or a majority of the committee, and all members thereof shall participate actively in the committee deliberation, performance of duties and the formulation of its recommendations to the Governing Body.
2. Plan, study, direct, make commitments within budgetary limitation, and carry on the routine activities for which it has primary responsibility.
3. Perform such acts as may be assigned to it by Council.
4. Report and make recommendations to the Council regarding its responsibilities and activities.

B. Except as provided above, a Standing Committee shall not:

1. Exceed its budgetary appropriations without prior approval of the Governing Body.
2. Make promises or commitments to anyone which directly, or by inference, bind the Governing Body.
3. Act in such a manner or make decisions, which set a precedent, or violate established Governing Body policy.

Section 5. The Mayor or Council, or both, may appoint special Committees for purposes other than those included in the duties of the Standing Committees.

Section 6. The Mayor and Council may change existing Committee assignments and or Council liaison when it is in the best interest of the Borough to do so.

Section 7. The Chairperson of each Standing or Special Committee shall be prepared to report to the Mayor and Council at each regular meeting on principal activities and achievements of his or her committee.

Section 8. The Chairperson of each Committee shall also report or cause to be prepared and submitted in writing to the Mayor and Council at the Regular meeting in December of each year an annual report of his or her committee's activities. Such annual report shall be filed in the office of the Borough Clerk and be there assembled as a permanent annual document covering the activities of all Standing Committees.

ARTICLE 10 – DUTIES OF COUNCIL STANDING COMMITTEES

A Standing Committee shall function as an advisory body to the Council as a whole in reviewing policy matters referred to them by the Governing Body, and such other matters as the Governing Body, by simple majority vote, may direct. A Standing Committee, within its respective areas of responsibility, shall formulate recommendations to the Governing Body regarding action proposed to be taken in general. The purpose of each Standing Committee shall be to review matters within the subject areas set forth below. Each Standing Committee shall have primary responsibility for the activities and matters listed under each committee heading which shall include the administration, practices, procedures and records.

Section 1. FINANCE AND ADMINISTRATION

The Finance and Administration Committee is generally charged with the duty of overseeing Finance, Administration, Capital Improvements and Insurance and, specifically shall:

A. Examine, audit and report upon all bills and demands referred to them and render a report when requested by Governing Body, on the financial condition of the Borough and approve all categories of bills for payments.

B. Coordinate the annual fiscal budget (operational and capital) process as follows:

1. The Borough Administrator, in consultation with the Chief Financial Officer, works with Department Heads to determine budgetary needs.
 2. Members of the Committee will coordinate the financial information with the Mayor, Borough Administrator, Department Heads and Chief Financial Officer throughout the budget process.
 3. The Committee, Mayor, Borough Administrator and Chief Financial Officer finalize the budget and submit same to Borough Clerk for distribution to all Council members and for scheduling of budget introduction.
- C. Serve as liaison between the Governing Body and the Registered Municipal Accountants.
 - D. Maintain, review and, as necessary, revise all insurance coverage of the Borough.
 - E. Investigate and review services that can be shared with other surrounding towns.
 - F. Assist with obtaining grants in order to fund projects.
 - G. Compile and review requests and information from all relevant Standing and/or other committees and recommend capital projects to the Governing Body.
 - H. Participate in the negotiation and recommend for approval/denial all collectively negotiated bargaining agreements on behalf of the Borough.

Section 2. HEALTH AND HUMAN SERVICES

The Health and Human Services Committee is generally charged with the duty of overseeing matters pertaining to Health, Education, the Coastal Drug Alliance, the Water Watch Committee and the Environmental Commission and, specifically, shall:

- A. Serve as a liaison between the Governing Body and the Oceanport Board of Education and Shore Regional Board of Education.
- B. Serve as liaison between the Governing Body and the Shore Regional Alliance.
- C. Serve as liaison between the Governing Body and the Water Watch, Environmental Commission, Flood Mitigation Committee and/or with any other such agencies or associations concerned with the preservation and improvements of the waterways within and surrounding the Borough.
- D. Serve as liaison between the Governing Body and the County Board of Health.
- E. Review documentation and make recommendations to the Governing Body pertaining to technological advancements, information technologies and communication technologies to which the Borough should avail itself.
- F. Serve as liaison between the Oceanport Library Association, County Library and the Governing Body.

3. PARKS AND RECREATION

The Parks and Recreation Committee is generally charged with the duty of overseeing matters pertaining to Parks and Recreation, Shade Trees, Senior Citizens, and Special Events and, specifically, shall:

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- B. Make recommendations to the Governing Body for the preparation, enactment, updating and/or codification of ordinances and/or Borough procedures and/or policies pertaining to zoning and planning, development, sub-division control, site plan approval, building codes and construction.
- C. Keep the Governing Body informed on matters affecting Zoning and Planning related to the Borough, adjacent municipalities and County and State governments.
- D. Serve as liaison to the Department of Community Affairs regarding the development and grants for community projects.
- E. Provide and encourage the development and expansion of local trade and industries.

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The Public Safety Committee is generally charged with the duty of overseeing matters pertaining to Police, Fire, First Aid and Office of Emergency Management and, specifically, shall:

- A. Oversee, coordinate and manage the purchase/lease and maintenance of Borough fire equipment and other property.
- B. Oversee, coordinate and manage the purchase/lease and maintenance of Borough first aid equipment and/or property.
- C. Review and make recommendations regarding the budgets of the Police Department, Volunteer Fire Department, Volunteer First Aid Squad and Office of Emergency Management.
- D. Serve as liaison between the Borough's Volunteer First Aid Squad and the Governing Body.
- E. Serve as liaison between the Borough's Volunteer Fire Departments and the Governing Body.
- F. Serve as the liaison between the Borough's Police Department and the Governing Body.
- G. Serve as the liaison between the Governing Body and the Municipal Court.
- H. Coordinate and oversee, in conjunction with the Chief of Police, the hiring of all Police Department personnel, including members of the Department, Special Police and School Crossing Guards.
- I. Coordinate and oversee, in conjunction with the Chief of Police, highway traffic and safety and all matters relating to parking regulations, including on-street and off-street parking.
- J. Coordinate and oversee, in conjunction with the Chief of Police and the Office of Emergency Management, all civil defense activities.
- K. Coordinate and oversee, in conjunction with the Chief of Police, regulatory signs directing the flow of traffic, including the location, design and specification thereof.
- L. In conjunction with the Chief of Police, review and, when appropriate, recommend the granting of licenses and the inspection of licensed premises and persons as designated by the Governing Body from time to time.

Section 6. PUBLIC WORKS

The Public Works Committee is generally charged with the duty of overseeing matters pertaining to Buildings and Grounds, Public Works, Engineering, Sanitation and Recycling and, specifically, shall:

- A. Oversee, coordinate and manage the maintenance and upkeep of all public buildings.
- B. Oversee, coordinate and manage the construction, reconstruction, improvement, maintenance and cleaning of all roadways within the Borough.
- C. Oversee, coordinate and manage the maintenance of all Borough vehicles and other mechanical equipment.
- D. Oversee, coordinate, and manage storm debris collection and disposal.

- E. Oversee, coordinate and manage the cutting of grass, shrubs and weeds on Borough roadways and properties.
- F. Review contracts for solid waste and recycling collection.
- G. Serve as a liaison between the Governing Body and utility companies.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #23-00012 FOR
BLOCK 115 LOT 35 KNOWN AS 40 TRINITY PLACE**

Resolution

WHEREAS, at the Borough Tax Sale held on October 5, 2023, a lien was sold on Block 115 Lot 35, otherwise known as 40 Trinity Place; and

WHEREAS, this lien, known as Tax Sale Certificate 23-00012 was sold to Pro Cap 8 FBO Firsttrust Bank at an interest rate of 18%; and

WHEREAS, the owner has redeemed Certificate 23-00012 in the amount of \$704.29.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$704.29 payable to Pro Cap 8 FBO Firsttrust Bank, PO Box 774, Fort Washington, PA 19034-0774 for the redemption of Tax Sale Certificate 23-00012.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE APPROVAL AND RENEWAL OF LIQUOR LICENSES FOR 2024-2025 AND
AUTHORIZING THE MUNICIPAL CLERK TO ISSUE 2024-2025 LIQUOR LICENSES TO ALL LICENSEES
THAT HAVE MET ALL STATE AND BOROUGH REQUIREMENTS AND HAVE PAID ALL APPROPRIATE
FEES**

Resolution

WHEREAS, applications for renewal of Liquor Licenses for the year 2024-2025 have been submitted; and

WHEREAS, renewal applications have been filed and submitted through the State of New Jersey POSSE ABC portal as directed by the Division of Alcoholic Beverage Control ABC; and,

WHEREAS, the submitted renewal applications have been accepted via POSSE ABC, the Municipal Fees have been paid and a Tax Clearance Certificate has been received for the below listed licensee[s],

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, 2024 and expiring June 30, 2025:

LICENSE NAME/TRADE NAME	LICENSE #	FEE PAID	TYPE
Oceanport Spirits Inc dba Oceanport Spirits 269 E. Main Street	1338-44-005-002	\$1,543	Plenary Retail Distribution
Oceanport Liquor License LLC dba Marina at Oceanport 10 Riverside Ave	1338-33-001-007	\$2,500	Plenary Retail Consumption
Park Loft Liquor LLC dba The Park Loft 552 Caren Franzini Way	1338-33-009-001	\$2,500	Plenary Retail Consumption
Fort Monmouth Business Center LLC Allison Hall Parcel, Bldgs 199, 210 Oceanport Avenue	1338-33-010-001	\$2,500	Plenary Retail Consumption
Oport Partners Liquor License LLC Commissary Parcel 675 Oceanport Way	1338-33-011-001	\$2,500	Plenary Retail Consumption

BE IT FURTHER RESOLVED that the Municipal Clerk is authorized to issue 2024-2025 liquor licenses to the above-named licensees subject to compliance with any condition(s) named therein.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
GRANTING A WAIVER AND AUTHORIZING A STREET OPENING PERMIT FOR A PORTION OF
GENESSE AVENUE UNDER MORATORIUM FOR THE BENEFIT OF 18 GENESSE AVE**

Resolution

WHEREAS, property owners Christopher & Carmen Carroll have requested a waiver of the street opening moratorium in order to disconnect and reconnect utility services related to the lifting of their single-family home for flood elevation compliance at their property 18 Genesse Ave; and

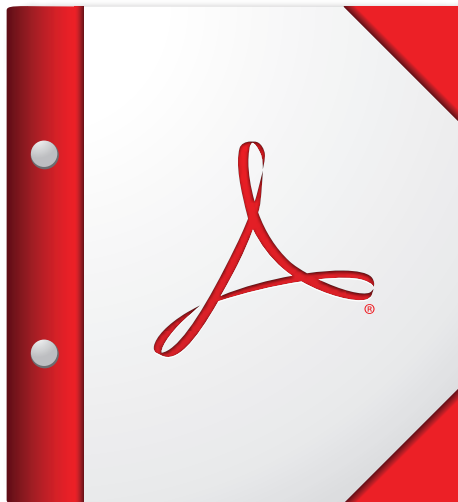
WHEREAS, this portion of Genesse Avenue is presently under moratorium which expires in July 2026 per the Borough Engineer; and

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

WHEREAS, the Borough Engineer has reviewed and recommended that should the Governing Body approve the request that the permit(s) be issued subject to the requirements of Borough Code § 331-9D et. seq. that the approval be granted conditioned upon the entire trench shall be backfilled with Dense Graded Aggregate to minimize settlement. The trench shall be patched with 6" of Hot Mix Asphalt 19M64 for a distance of 6" beyond the trench limits in all directions. After a minimum 3 month period the area shall be milled 12" beyond the excavation in all directions and overlaid with 2" of Hot Mix Asphalt 9.5M64. If there is more than one opening the areas shall be covered by a single patch with the area squared off at the direction of the Borough Engineer".

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that street opening applications for utility disconnects and re-connects on behalf of 18 Genesse Avenue is hereby authorized based on the Borough Engineer's recommendation and subject to the following:

1. Repair of said openings pursuant with Borough Code § 331-9D et. seq. and the recommendation of the Borough Engineer as outlined above.
2. Payment of the moratorium penalty charge pursuant with § 331-9.1 and § 331-9.2
3. Payment / posting of all application fees, performance bonds, cash repair deposits and required insurance.



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

Resolution

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

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

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

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

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

WHEREAS, the anticipated term of this contract is for the period January 1, 2024 through December 31, 2024; and

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

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

1. Intron Technology is hereby appointed to provide information technology managed services and VoIP phone services for the period January 1, 2024 through December 31, 2024.
2. The contract amount for IT Managed Services, network and computer licensing, system/data backup and recovery services for all departments and other associated services shall not exceed \$60,000 for CY2024.
3. The contract amount for VoIP Phone Services shall not exceed \$16,500 for CY2024.
4. The Mayor and Borough Clerk are hereby authorized to enter into a contract on behalf of the Borough of Oceanport.

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

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

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify that funds are available in the 2024 budget in Account # 01-201-20-120-227 for the amount of \$59,000.00 and Account #01-201-31-430-203 for the amount of \$16,600.00


Catherine D. LaPorta, CFO



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

QUOTATION

Date	Customer No.
12/05/2023	
Purchase Order No.	
Sales Order No.	
Terms	Expiration Date
Net 30	12/31/2023

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

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

Salesperson	Client / Job	Location	Required Date
Greg Prestininzi	TotalCARE Managed Services	Oceanport, NJ	CY2024

Qty	Model	Description - Monthly Recuring Charges	Unit Price	Expd Price
		Projected 2024 Monthly IT Services, based on current quantities		
		MANAGED INFRASTRUCTURE		\$ 625.00
		BOROUGH HALL		
		BLACKBERRY PARK		
		POLICE DEPARTMENT		
		MANAGED BACKUP		\$ 673.00
		BOROUGH HALL		
		POLICE DEPARTMENT		
		MANAGED SECURITY		\$ 1,113.00
		BOROUGH HALL		
		POLICE DEPARTMENT		
		PROFESSIONAL SERVICES		\$ 1,050.00
		BOROUGH HALL		
		POLICE DEPARTMENT		
		OEM		
		SOFTWARE SUBSCRIPTIONS		\$ 1,436.25
		BOROUGH HALL		
		POLICE DEPARTMENT		
		PHONE SYSTEM		\$ 1,381.18
		BOROUGH HALL		
		POLICE DEPARTMENT		
		OEM		
			Monthly Subtotal:	\$ 6,278.43

Intron Technology Terms and Conditions

Greg Prestininzi
gprestininzi@introntechnj.com

Intron Technology

DocuSigned by:
Greg Prestininzi
C7CF128C013C4AC...

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING RENEWAL OF AN OPEN PUBLIC RECORDS – RECORDS INFORMATION
MANAGEMENT SHARED SERVICES AGREEMENT WITH THE COUNTY OF MONMOUTH**

Resolution

WHEREAS, under the New Jersey Uniform Shared Services and Consolidation Act, namely C. 40A:65-1, *et seq.*, local units, such as the County of Monmouth and the Borough of Oceanport, may enter into shared services agreements with each other; and

WHEREAS, the County of Monmouth has entered into an agreement with Sunrise Systems, Inc. ("Sunrise"), whereby the County is licensed to access and use Sunrise's web-based system known as the Open Public Records Search System - Records Information Management ("OPRS-RIM"); and

WHEREAS, under the terms of its agreement with Sunrise, the County of Monmouth may sublicense access and use of OPRS-RIM to municipalities within Monmouth County; and

WHEREAS, the County of Monmouth, has offered to renew the shared services agreement with the Borough of Oceanport, whereby this Municipality will be authorized as a sublicensee to access and use OPRS-RIM; and

WHEREAS, the term of the agreement shall be effective through June 30, 2029 for an annual fee of \$3,500 as indicated in the agreement attached hereto; and

WHEREAS, the OPRS-RIM provides for the Inventory Management, Retention Management, and Disposition Management of official records and includes an imaging module that permits the scanning of paper records into TIFF images, which may be stored long-term, searched and retrieved electronically.

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

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Oceanport that the Mayor and Municipal Clerk are hereby authorized to enter into the proposed OPRS-RIM shared services agreement with the County of Monmouth for the period through June 30, 2029.

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify funds are available in Account #01-201-20-120-227 in the amount of \$3,500 for CY2024 and for the calendar years referenced below subject to the funding of respective budgets for the purposes stated herein.


Catherine D. LaPorta, CFO

**SHARED SERVICES AGREEMENT
FOR THE USE OF MONMOUTH COUNTY'S OPEN
PUBLIC RECORDS SEARCH SYSTEM-RECORDS
INFORMATION MANAGEMENT MODULE**

THIS SHARED SERVICE AGREEMENT ("Agreement") is made this ____ day of _____, 2023 by and between the COUNTY OF MONMOUTH, a body politic of the state of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 (hereinafter referred to as "Monmouth"), and _____, having its principal offices located at _____ (hereinafter referred to as the "Sublicensee").

WITNESSETH

WHEREAS, The Open Public Records Search System- Records Information Management Module, including its related software products, services and websites (collectively referred to as "OPRS-RIM") provides for the Inventory Management, Retention Management, and Disposition Management of official records (base functionality) and Imaging module that includes scanning of paper records into TIFF images including long term storage, search, and retrieval of scanned images of original signed documents; and

WHEREAS, OPRS-RIM is owned by its developer, namely Sunrise Systems, Inc. ("Sunrise"); and

WHEREAS, Monmouth has obtained a limited license from Sunrise for use of OPRS-RIM; and

WHEREAS, Under the terms of its license, Monmouth may operate an OPRS-RIM web-based system for itself and may also sublicense the use of the system for use by other contracting units, including school districts, in Monmouth County, New Jersey.

NOW, THEREFORE, in consideration of the above and the provisions set forth hereinafter, it is mutually agreed as follows:

Terms of Agreement

1. **Grant of Sublicense.** Monmouth hereby grants the Sublicensee a sublicense to use OPRS-RIM through Monmouth's web-based system, under the terms of this Agreement.
2. **Costs.** The Sublicensee shall pay to Monmouth:
 - (a) Annual maintenance for OPRS-RIM. For the Base Module and the Imaging Module participating municipalities shall annually pay the amount of \$3,500.00, computed as follows:
 - \$2,300.00 to Sunrise for Maintenance and Support
 - \$640.00 for hosting by Monmouth
 - \$560.00 reserve for future Server/SAN image storage upgrades

- (b) Enhanced-release costs of additional releases and any other future add-ons and modules, as mutually agreed upon by the parties.
- (c) Annual maintenance costs for additional releases and any other future add-ons and modules, as mutually agreed upon by the parties.

3. Other Costs:

- (a) The Sublicensee will retain Sunrise directly to perform any customization, data conversion or future additional training and implementation services required by the Sublicensee.
- (b) The Sublicensee will also provide the necessary personal computer(s), scanner(s), printer(s) and internet connection for the proper operation of OPRS-RIM. For current operating requirements, see Exhibit "A" attached.
- (c) The county reserves the right to modify the costs and fees for service from time to time, upon reasonable advance notice to the municipality.

4. Maintenance and Support:

- (a) Monmouth intends to maintain an ongoing agreement with Sunrise for Basic Maintenance and Support Services. In the event of any major changes in the maintenance and support arrangements with Sunrise, all Sublicensees in good standing under this Agreement will receive prior and timely notification of such changes.
- (b) Whenever new major releases of the software are planned, all Sublicensees in good standing under this Agreement will receive notification of the new release and be afforded a reasonable time for acceptance testing prior to the deployment of the release(s).
- (c) Prior to the general use of OPRS-RIM by Sublicensee, both parties will put in place a mutually agreed process for Technical Problem Notification and follow-up. Bug Reports of known problems which could potentially impact the sublicenses issued by Sunrise will be disseminated by Monmouth, with projected completion dates for bug fixes, if available.
- (d) The parties and Sunrise will also put in place a mutually agreed process for (a) User Acceptance Testing of problem fixes; (b) Notification to Sublicensees of planned system outages; (c) Training of Sublicensee's users and (d) the availability of appropriate user documentation for OPRS-RIM.

5. Copyright & Trademark Acknowledgement:

- (a) OPRS-RIM is the exclusive property of Sunrise Systems, Inc. ("Sunrise"). Sunrise owns the title, copyright, and other intellectual property rights in OPRSRIM. OPRS-RIM is licensed, not sold. OPRS-RIM is protected by copyright and other intellectual property laws and treaties. Except for those rights expressly granted by Sunrise, Sunrise retains all proprietary rights to OPRS-RIM.

- (b) OPRS-RIM may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Sunrise. The licensee, Sublicensees and other users shall not disassemble; decompile, or reverse engineer OPRS-RIM.

Copyright © 2007-09 Sunrise Systems, Inc.
All rights reserved.

6. Ownership of Images, Metadata, and Database Information:

- (a) Sublicensee is solely responsible for the selection of indexing templates and the entry of indexing utilized in the retrieval of images and other content.
- (b) All images, associated metadata and database information of the Sublicensee remain the sole property of the Sublicensee. Monmouth may not make any portion of this information deposited in the repository available to the public without the prior written consent of the Sublicensee.
- (c) The Sublicensee remains the sole custodian of the records that it retains within the RIM environment and is therefore responsible for handling its own Open Public Records Act (OPRA) requests. Unless required by law or court order, Monmouth will not produce records on Sublicensee's behalf in accordance with OPRA or any other records production laws.

7. Term of Agreement. This Agreement shall be effective through June 30, 2029, unless sooner terminated or extended.

8. Termination of Agreement:

- (a) Either party has the right to terminate this Agreement upon ninety (90) days written notice to the other party. In addition, Monmouth may terminate this Agreement, upon thirty (30) days notice, if the Sublicensee fails to make timely payment(s) required under this Agreement.
- (b) If the underlying agreement between Monmouth and Sunrise is terminated for any reason, Monmouth shall promptly notify all Sublicensees of such termination and the effective termination date, whereupon this Agreement shall terminate.
- (c) If the agreement between Monmouth and the Sublicensee is terminated for any reason, upon the written request of the Sublicensee, Monmouth shall, within sixty (60) days from the effective termination date, provide the Sublicensee with a copy of all images and metadata stored within the County's OPRS-RIM system for the Sublicensee ("Sublicensee's data"). At Monmouth's discretion, delivery may be on any standard media including, but not limited to CD, DVD or removable HDD. Upon delivery, Monmouth shall retain no custodial right or duty with regard to the Sublicensee's data.

9. Dispute Resolution:

- (a) The parties will attempt to resolve any dispute(s) between them, in good faith, through non-binding mediation. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative

for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth and any lower ranked persons on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest-ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. Each party will bear its own costs of participation in mediation, and they will divide the costs of the mediator equally. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Monmouth County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

- (b) Monmouth agrees to continue providing the Sublicensee access to the OPRS-RIM system and all data during the pendency of a dispute.

10. Other Agreements Permitted. This Agreement does not preclude the Sublicensee from negotiating directly with Sunrise, independent of this Agreement, for any additional products, services, enhancements, or add-ons, including the capability to host an independent OPRS-RIM portal site. Any separate agreement in this regard must be negotiated directly with Sunrise, including all contractual terms and conditions, licensing arrangements and all costs associated with infrastructure and hosting requirements, customizations and enhancements, county integration, submitter interfaces and future upgrades and enhancements.

11. Limitation of Liability/Indemnification:

- (a) Monmouth makes no warranties, either express or implied under this Agreement. Monmouth shall not be liable to the Sublicensee for damages of any kind arising from Monmouth's non-performance or flawed performance under this Agreement.
- (b) The Sublicensee shall defend, indemnify, and hold harmless Monmouth, its officers, agents and employees from and against any and losses, costs, damages, claims, suits and/or liabilities (including counsel fees and cost of suit), to which Monmouth may be subject by reason of any actions or inactions by the Sublicensee, its officers, agents and employees.

12. Terms of Use and Notices. In order to access Monmouth's OPRS-RIM system, the Sublicensee and its external authorized users must agree to the Terms of Use posted thereon, a copy of which is attached hereto, as Exhibit "B". By executing this Agreement, the Sublicensee agrees to the terms of Exhibit B.

13. Support Process. The OPRS-RIM Support Process attached hereto as Exhibit "C" is incorporated herein.

14. Changes. The terms and conditions of this Agreement may not be amended, waived or modified, except in a writing signed by the parties.

15. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this Agreement for the period of time that such failure or delay is (a) beyond the reasonable control of a party, including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunctions of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest, and (b) materially affects the performance of any of its obligations under this agreement, and (c) could not reasonably have been foreseen or provided against. The affected party shall provide the other with prompt notice as soon as practicable in the event that any such delay or failure in performance occurs and keep the other party apprised of developments and mitigation effort with respect thereto.

16. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

17. Filing of Agreement. Monmouth's Clerk of the Board of County Commissioners shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs in accordance with N.J.S.A. 40A:65-4(b).

18. Authority to Execute Agreement. Each party to this Agreement represents to the other party that its governing body has taken the necessary action to authorize the execution of this Agreement.

19. Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

20. Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth:

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

To the Sublicensee:

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

COUNTY OF MONMOUTH

Clerk of the Board of County Commissioners

By: _____
County Commissioner Director

Date: _____

ATTEST:

By: _____
Title: _____

Date: _____

Exhibit "A"

END USER PC(s)

Hardware:

- Compaq or equivalent IBM Compatible PC with single processor at 1GHZ or above speed, 2GB RAM, 100GB Hard Disk
- 19 inch Color *Monitor* with 1280 x 1024 Resolution
- Desktop Twain Compatible Document Scanner with support for TIFF file format required for Image Scanning functions
- Direct attached or network attached Inkjet or Laser Printer for report printing and forms printing

Software:

- Microsoft Windows XP or above operating system
- Microsoft Internet Explorer 7
- Adobe Acrobat 7 or above

Network Connectivity:

- Broadband network connectivity to the Internet for access to OPRS-RIM system hosted at County of Monmouth

Exhibit "B"

OPRS-RIM: Terms of Use

1. OVERVIEW

This document establishes the basic terms of use with regard to your access to and use of the Records Inventory Management System ("RIM"). You are a municipality (the "Municipality") within the County of Monmouth of the State of New Jersey, which is sublicensed to access and use RIM by the County of Monmouth (the "County"), which is licensed to accept, provide access to and manage stored document submissions through the RIM system, under a license agreement between the County and Sunrise Systems, Inc. ("Company"), which is the proprietor of RIM.

This document governs your use of RIM software and/ or its related products, services, system, and websites (collectively referred to as "OPRS-RIM"). All use of RIM is subject to the terms and conditions ("Terms") of this document, provided, however, that additional and/or other terms of use may and/or shall apply with respect to the RIM system licensed, hosted and operated by the County, as specified on the website. Any use of such web pages constitutes your agreement to abide by the respective and applicable Terms.

THE COUNTY AND THE COMPANY OFFER OPRS-RIM CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THESE TERMS. YOUR USE OF THE OPRS-RIM CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIABILITY AND AN EXCLUSIVE REMEDY WITH LIMITATIONS. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF YOUR USE OF OPRS-RIM.

NOTICE: This site is maintained by the County and the Company and is protected by various provisions of Title 18 of the U.S. Code. Violations of Title 18 are subject to criminal prosecution in a federal court. For site security purposes, as well as to ensure that this service remains available to all users, we use software programs to monitor traffic and to identify unauthorized attempts to upload or change information or otherwise cause damage. In the event of authorized law

enforcement investigations and pursuant to any required legal process, information from these sources may be used to help identify an individual.

DISCLAIMER OF LIABILITY: The County and Company do not warrant or assume any legal liability or responsibility for the accuracy, completeness or usefulness of any information, apparatus, product, or process disclosed.

2. MODIFICATION OF THESE TERMS

The County and the Company reserve the right to change the terms, conditions, and notices under which they offer the OPRS-RIM, including any charges associated with the use of the OPRS-RIM. The Municipality is responsible for regularly reviewing these terms, conditions and notices, and any additional terms posted on OPRS-RIM system. Your continued use of the OPRS-RIM after the effective date of such changes constitutes your acceptance of and agreement to such changes.

3. ADDITIONAL TERMS

Any OPRS-RIM product, feature or website may itself contain additional terms (for example, codes of conduct or guidelines) that further govern use of OPRS-RIM, including without limitation, particular features or offers. If any terms contained in this document conflict with any terms contained within an OPRS-RIM product, feature or web site, then the terms in this document shall control.

4. ELECTRONIC COMMUNICATIONS

When the Municipality accesses the OPRS-RIM system or sends e-mails to the County or the Company, you are communicating with us electronically. You consent to receive communications from us (the County and/ or the Company) electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

All information and data input or submitted into OPRS-RIM System by authorized and licensed users ("User Content" or "Submission") shall be owned by and deemed to be the property of the County or the Municipality which input or submitted the information or data.

The Company owns the title, copyright, and other intellectual property rights in OPRS-RIM. OPRS-RIM is licensed, not sold. OPRS-RIM is protected by copyright

and other intellectual property laws and treaties. The Company retains all proprietary rights to the OPRS-RIM.

OPRS-RIM may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Company. You will not disassemble, decompile, or reverse engineer OPRS-RIM.

Copyright© 2002-09 Sunrise Systems, Inc.

All rights reserved.

6. RESTRICTED LICENSE AND SITE ACCESS

The Company has granted the County and its Sublicensee municipalities limited license to access and make use of OPRS-RIM, subject to these Terms. OPRS-RIM and any portion thereof may not be reproduced, duplicated, copied, downloaded, sold, resold, visited, or otherwise exploited for any commercial purpose without the express prior written consent of the Company.

The Municipality will not use OPRS-RIM in any way that is unlawful, or harms the County, the Company, its affiliates, resellers, distributors, service providers and/or suppliers (collectively referred to as "Affiliates") or any customer of Company or Affiliates. The County and/or the Company may tell you about certain specific harmful uses in a code of conduct or other notices available through OPRS-RIM, but have no obligation to do so. You may not use the OPRS-RIM in any way that breaches any law, code of conduct, policy or other notice applicable to the OPRS-RIM. Without limiting the generality of this section, you may not use OPRS-RIM in any manner that could damage, disable, overburden, or impair OPRS-RIM (or the network(s) to which OPRS-RIM is connected) or interfere with any other party's use of OPRS-RIM.

The Municipality may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout and form) of the Company and/or its Affiliates without the express written consent of the Company. You may not use any meta tags or any other "hidden text" utilizing the Company's name or Marks without the express written consent of the Company. Any unauthorized use terminates all licenses granted by the County and shall subject the violator to civil damages and criminal prosecution.

7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; AND EXCLUSIVE REMEDY

OPRS-RIM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COUNTY AND THE COMPANY MAKE NO REPRESENTATIONS OR

WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OPRS-RIM, OR AS TO THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON OPRS-RIM. YOU EXPRESSLY AGREE THAT YOUR USE OF OPRS-RIM IS AT YOUR SOLE RISK, INCLUDING WITHOUT LIMITATION, **THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, AND ACCURACY. THIS INCLUDES WITHOUT LIMITATION (1) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NONINFRINGEMENT, (2) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (3) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF OPRS-RIM WILL BE UNINTERRUPTED OR ERRORFREE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.**

THE OPRS-RIM FEATURES AND FUNCTIONS MAY CHANGE IN ANY WAY, AT ANY TIME AND FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT THE COUNTY AND THE COMPANY ARE NOT RESPONSIBLE OR LIABLE FOR (1) ANY CONTENT, INCLUDING WITHOUT LIMITATION, ANY INFRINGING, INACCURATE, OBSCENE, INDECENT, THREATENING, OFFENSIVE, DEFAMATORY, TORTIOUS, OR ILLEGAL CONTENT, OR (2) ANY THIRD PARTY CONDUCT, TRANSMISSIONS OR DATA. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE COUNTY AND THE COMPANY ARE NOT RESPONSIBLE OR LIABLE FOR (1) ANY VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS TO OR USE OF OPRS-RIM, (2) ANY INCOMPATIBILITY BETWEEN OPRS-RIM AND OTHER WEB SITES, SERVICES, SOFTWARE AND HARDWARE, (3) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE IN INITIATING, CONDUCTING OR COMPLETING ANY TRANSMISSIONS OR TRANSACTIONS IN CONNECTION WITH OPRS-RIM IN AN ACCURATE OR TIMELY MANNER, OR (4) ANY DAMAGES OR COSTS OF ANY TYPE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF ANY SERVICES AVAILABLE FROM THIRD PARTIES THROUGH LINKS CONTAINED ON OPRS-RIM SITES.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. TERMINATION; ACCESS RESTRICTION

For good cause, the County or the Company may terminate or suspend your access to OPRS-RIM at any time upon notice to you to you. Upon such termination or suspension, your right to use OPRS-RIM will immediately cease, but any information or data that you have stored on OPRS-RIM will be promptly returned to you.

9. APPLICABLE LAWS

By accessing this System, you agree that the statutes and laws of the state of New Jersey will apply to all matters relating to use of this System.

You also agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of New Jersey and the United States District Court for the District of New Jersey with respect to such matters.

10. GENERAL TERMS.

If any part of this document is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this document will continue in effect. You may not assign your sublicense rights in OPRS-RIM.

11. LINKS TO EXTERNAL SITES

The OPRS-RIM and related web sites may contain links to external, third-party web sites and software. Neither the County nor the Company is responsible for the contents or transactions of any linked site or any link contained in a linked site that is not under the control of the County or the Company. Any such links are provided by the County or the Company only as a convenience, and the inclusion of a link does not imply endorsement of the linked site or its products or services by the Company. Users assume complete responsibility and risk in their use of any external sites.

12. LIMITED TIME TO BRING CLAIMS

ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE OPRS-RIM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

Exhibit "C"

OPRS-RIM Support Process

Below is the proposed OPRS-RIM System Support process between Monmouth County (Monmouth or Host), the Municipality (Sublicensee) and Sunrise Systems, Inc. (Sunrise) for the ongoing use of OPRS-RIM System:

Support Personnel

- Sublicensee will appoint an OPRS-RIM Administrator (Sublicensee Administrator), whose role and responsibilities will include:
 - Registration and Authorization of internal agency users
 - Training of internal users
 - Primary contact point to help internal users with system use (Level 1 Help}
 - Notification of unresolved problems, bugs, and other support issues for OPRS-RIM
 - System to Sunrise
 - Notification to Sunrise and Host of any planned/unplanned outages of Network and IT Infrastructure at Sublicensee offices.
 - Coordination of maintenance and support activities amongst Sublicensee's Information Services Department, external vendors, and other support personnel for locally installed equipment
- Monmouth's Office of Records Management (ORM) and Information Technology Services Department will assign knowledgeable technical resources personnel (Monmouth Support), whose role and responsibilities will include:
 - Deployment and ongoing operations and administration of OPRS-RIM System Host infrastructure as per Monmouth County standards and practices, including backup and recovery of data and images
 - Assist Sunrise and Sublicensee with problem diagnosis and resolution of Network Connectivity from Host infrastructure to Sublicensee
 - Notification to Sublicensee and Sunrise of any planned and/ or unplanned outages of OPRS-RIM System Host Infrastructure
 - Coordination of maintenance and support activities amongst Host's External Vendors, and other support personnel for the proper operation of the system and network
- Sunrise will assign knowledgeable technical resources personnel (Sunrise Support), whose role and responsibilities will include:
 - Design, Development and Deployment of OPRS-RIM System software

- Assist Host with User Acceptance Testing of new feature/functions
- For each new release of OPRS-RIM System software, provide applicable updates to Help and online documentation
- Provide assistance to Sublicensee Administrator for resolution of problems and issues related to the operation and use of OPRS-RIM System (Level2 Help).
- As applicable, provide fixes and/or patches for OPRS-RIM System software. within a mutually agreed to timeframe for each incident
- Notification and escalation to Monmouth County for problems and issues related to the Host Infrastructure

Support Hours

- The support hours for various activities to be addressed by Sublicensee, Sunrise, and Host are:

Activities	Support Hours
Design, Development, and Testing of OPRS-RIM System Software	Monday to Friday (9:00 AM to 5:00 PM) - Excluding public holidays
Level 2 Help for OPRS-RIM System	Monday to Friday (9:00AM to 5:00PM) - Excluding public holidays
Scheduled Maintenance, Upgrades, and Patches/Fixes	Monday to Friday (6:00 PM to 10:00 PM) and Saturday/Sunday (9:00 AM to 5:00 PM) - Excluding public holidays
Total outage of OPRS-RIM System - Use for a Sublicensee	Monday to Friday (9:00AM to 5:00PM) - Excluding public holidays
Data and image recovery for a Sublicensee	Monday to Friday (9:00AM to 5:00PM) - Excluding public holidays
Total outage of OPRS-RIM System Use for all Users	Continuous Best Efforts - Excluding public holidays

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE AWARD OF A CONTRACT TO CIVICPLUS FOR CIVICCLERK MEETING
MANAGEMENT PREMIUM SOFTWARE**

Resolution

WHEREAS, the Borough of Oceanport consistently strives to provide efficient and transparent government services; and

WHEREAS, the Borough utilizes Granicus, LLC of Saint Paul, MN for its IQM2 Agenda Management software that provides online agenda and minutes management for the governing body, planning board, environmental commission and various committees; and

WHEREAS, Granicus has notified the Borough that the IQM2 product is at end of life and will no longer be available or supported after September 2025; and

WHEREAS, pursuant with N.J.S.A. 40A:11-3 and 11-6.1 et. seq., the Borough Clerk sought proposals - the first from Granicus for their alternative software, govMeetings, but no proposal was received; and

WHEREAS, the Borough Clerk obtained a proposal from CivicPlus LLC, 302 South 4th St. Suite 500, Manhattan, KS 66502, for their CivicClerk software, dated May 8, 2024, in the amount of \$14,490.00 including set up, implementation, training and historic file transfers, for the term of one (1) year, beginning July 1, 2024 through June 30, 2025; and

WHEREAS, the proposal provides for an annual renewal of \$9,300 for the second year, such annual renewal for the support or maintenance of proprietary computer software may be awarded without public advertising for bids or bidding in accordance with N.J.S.A. 40:A11-5(dd); and

WHEREAS, the Borough Clerk has recommended that the Borough execute a contract with CivicPlus, LLC for the purchase of CivicClerk, a meeting management software, at a price not to exceed \$14,490.00 (fourteen thousand four hundred ninety dollars and zero cents); and,

WHEREAS, funds are available for said services as indicated by the below Certification of Funds,

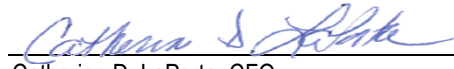
WHEREAS, the contract with CivicPlus shall be for one (1) year which can be renewed for a second year if the parties mutually consent at a price not to exceed \$9,300.00 (nineteen thousand nine hundred twenty-five dollars and zero cents),

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey hereby authorizes the following:

1. A contract is awarded to CivicPlus, LLC for proprietary software services consistent with a proposal dated May 8, 2024 for a total contract amount not to exceed \$14,490.00.
2. The term of the contract shall be one (1) year for the period July 1, 2024 through June 30, 2025 and renewable for a second year subject to the availability of funds in the 2025 operating budget.
3. The Borough Clerk is authorized to sign the contract with CivicPlus to effectuate same.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in the Operating Budget Account #01-201-20-120-227 for a total amount not to exceed \$14,490.00 for the stated purposes.



Catherine D. LaPorta, CFO


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work

Q-75365-1

5/8/2024 3:09 PM

6/30/2024

Client:

Borough of Oceanport, NJ

Bill To:

OCEANPORT (BOROUGH), NEW JERSEY

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chris McCann		chris.mccann@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Agenda and Meeting Management Select Annual Fee	Agenda and Meeting Management Select Annual Fee
1.00	Agenda and Meeting Management Select: Media Annual Fee	Agenda and Meeting Management Select: Media Annual Fee - Unlimited storage, unlimited users, up to 3 concurrent streams

List Price - Initial Term Total	USD 16,815.00
Total Investment - Initial Term	USD 14,490.00
Annual Recurring Services (Subject to Uplift)	USD 9,300.00

Initial Term	12 Months
Initial Term Invoice Schedule	60% invoiced at signing, remaining 40% invoiced 1/1/2025.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



agenda and meeting management

SELECT

Borough of Oceanport, New Jersey

PRESENTED BY:

Chris McCann, Account Executive

May 10, 2024



**Powering and Empowering
Government**

Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

25+ Years

10,000+ Customers

850+ Employees

RECOGNITION

Inc. 5000 11-time Honoree

GovTech 2024 Top 100 Company

Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.



Contact

Chris McCann
Account Executive
chris.mccann@civicplus.com
203.800.3772

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com



civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



Features & Functionality

Agenda and Meeting Management Select Solution

CivicPlus' Agenda and Meeting Management Select software is the fastest, most intuitive way to streamline the entire agenda management process — from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with Select is easy with customized workflows, version tracking, and built-in communication tools.

Our innovators designed it to offer configuration flexibility so that the solution can be scaled from the most simple agenda process to the most complex. Built-in integrations and a suite of APIs make working with other internal applications easy. Agenda and Meeting Management Select's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

Fully Integrated, Cloud-Based Software Suite

- User-friendly, modern interface
- Unlimited users
- Unlimited storage
- Highly configurable to your agenda and meeting management processes
- Adaptable permission settings
- Confidential attachments
- Field-level versioning
- Integrated code of ordinances
- Built-in integrations with Dropbox, Microsoft's One Drive, Google Drive, Laserfiche, Zoom, and API availability (additional fees may apply)
- Single sign-on through the CivicPlus Platform
- Secure Cloud-Based Hosting
- Automatic Updates
- Customer-Defined Roadmap
- Enhanced Analytics for Data Visibility

Part of the Integrated CivicPlus Platform

Our powerful CivicPlus Platform is the foundation on which all our CivicPlus solutions are built, allowing them to work seamlessly and securely, leveraging existing data, and reducing information silos so your administrative staff can collaborate efficiently. Administrators can take advantage of authentication using our identity provider integrations to provide a single sign-on experience for internal users. The entire solution is cloud-based, eliminating the need for internal application management. Agenda and Meeting Management Select is hosted in Microsoft's Azure cloud service, providing a stable multi-user environment while ensuring high availability and uptime. CivicPlus is also the only technology provider that offers an integration between our agenda & meetings software and an online code of ordinances—with Municode Codification.



Agenda Management

FLEXIBLE, CUSTOMIZED TEMPLATES

Standardized templates throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

EFFICIENTLY MANAGE AGENDA PACKETS OF ANY SIZE

The software compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.



Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

CONVENIENT, ANYTIME AGENDA MODIFICATIONS

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically rennumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.

CREATE AGENDA ITEMS IN SECONDS

An easy-to-use item entry allows staff members to enter agenda items, upload attachments, and send through the workflow with a few clicks. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for Select to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

AUTOMATE YOUR APPROVALS PROCESS

The workflow engine streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.

CUSTOM TAGS TO GROUP LIKE AGENDA ITEMS

Administrators can set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.



Live Meeting Management

AUTOMATED MINUTES SETUP

A fully-integrated Live Meeting Manager will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to Live Meeting Manager with a single click.



KEEP UP WITH THE MEETING ACTION

Meetings move fast. Agenda and Meeting Management Select's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls. One-click control allows you to update your in-chamber display screens, set your video bookmarks, and queue items in the Board Portal for your elected and appointed officials. Additional fees apply.

SPEAKER MANAGER

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

EASY, INTUITIVE MINUTES-TAKING

While in your live meeting, use the Minutes module to capture critical meeting actions from a single screen with a clean and intuitive user interface. Take roll and manage attendance, record motions and votes, enter speaker information, and record comments or discussion to be brought into your minutes document.

If using CivicPlus Media's integrated video streaming and video-on-demand service, you can also create bookmarks for the accompanying video during the live meeting.

DISPLAY PAGES

Keep meeting participants informed and engaged by displaying the current item, speaker, or vote results automatically to the constituents attending the meeting.

FLEXIBLE VOTING

Minutes takers can record motions and votes instantly in Live Meeting Manager or initiate electronic voting when desired. Apply motions and votes to individual agenda items or multiple agenda items as a group.



Board Portal

FLEXIBLE ACCESS

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, OneDrive, Google Drive, or post to the Board Portal. It is optimized for all devices, including desktops, laptops, and tablets. No separate application required.

A PERSONAL MEETING REPOSITORY

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.

INTERACTIVE MEETING TOOL

During live meetings, the Board Portal integrates with Live Meeting Manager to allow officials to refer to their review notes and annotations, capture notes within a dedicated field, receive visual cues as the agenda progresses from item to item, see speaker information instantly, and enter electronic votes (additional fees apply for electronic voting). Chair View can also be enabled to allow the meeting presider to call speakers and advance agenda items.

FIND WHAT YOU NEED- FASTER

Agenda and Meeting Management Select automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate past items, attachments, minutes, and agendas by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.



Public Resident Portal

CONTENT ACCESSIBILITY

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

Closed captioning is also available with our CivicPlus Media service for live streaming and on-demand video.

CONTENT TRANSPARENCY

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping residents engaged and informed.



Public Resident Portal

- Resident portal to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Side-by-side agenda and video display with CivicPlus Media live streaming and on-demand video service
- Optional Motions and Vote minutes display updates the HTML agenda view to allow residents to quickly see the final disposition of agenda items without having to read full minutes documents
- Mobile-responsive
- Custom branding
- Integrated live or on-demand video with bookmarks to easily jump to desired content
- Optional public commenting forum
- Easily jump to past, current, upcoming events with an embedded calendar and continuous scrolls



CivicPlus Media

Today's digitally minded residents are logging more hours watching online video than ever before, and they are searching for content that ranges from entertaining, to informative. For local governments, video is a powerful mechanism for sharing news and events, encouraging civic participation, meeting transparency requirements, building a brand, recruiting employees, and encouraging residents to develop a sense of civic pride.



Media is a core component of the Civic Experience Platform and is accessible through CivicPlus Municipal Websites and CivicPlus Agenda & Meeting Management Select. With CivicPlus Media, you can integrate live or recorded videos of meetings and events anywhere on your CivicPlus website that are easily accessible by residents from any desktop computer or mobile device—no technical or coding skills necessary.

SIMPLE LIVE STREAM RECORDING

- Immediate availability of recorded videos for on-demand viewing—no additional steps or manual file uploads
- Convenient integration with social media platforms including Facebook, YouTube, and X (formerly Twitter)
- High-definition video for professional-quality presentations
- Link meeting agendas and bookmarks
- Auto-start recordings of meetings, so video viewers never miss a moment of live proceedings

AUTOMATIC VIDEO BOOKMARKING

Automatically timestamp agenda items to their corresponding discussion in the meeting video so those watching the recording can quickly access topics of interest.

CIVICPLUS MEDIA + ZOOM

- Password protect each meeting to prevent Zoombombing
- Create and share a Zoom meeting ID number only with elected officials and key staff when necessary
- Mute resident participants when open comment session has ended
- Control the meeting within Zoom and protect participants from attempting a screen share
- Allow residents to sign up to receive a link that will allow them to issue public comments and share their screen during the session
- Record and automatically upload meeting videos for on-demand playback



The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

CivicPlus Portal empowers residents to be more engaged and informed about progress in your community. Portal streamlines the resident user experience as they interact with the CivicPlus products leveraged by you – driving revenue, trust, and satisfaction.

With a single username and password, they can watch a public meeting recording, submit a public works request, pay a utility bill, or register for an upcoming event. The result is more engaged and informed voters and fewer phone calls, walk-ins, or emails to your department asking how to find documents or submit records requests.

INTEGRATION HUB

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations—without the need for a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) saving your staff's valuable time. The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with Select today:

- Automatically add agenda or minute files to the Document Center to be displayed on a CivicPlus Municipal Websites Central (Web Central) after they are published in Select
- Set-up a workflow to post in the Web Central News Flash once you've published your Select meeting documents

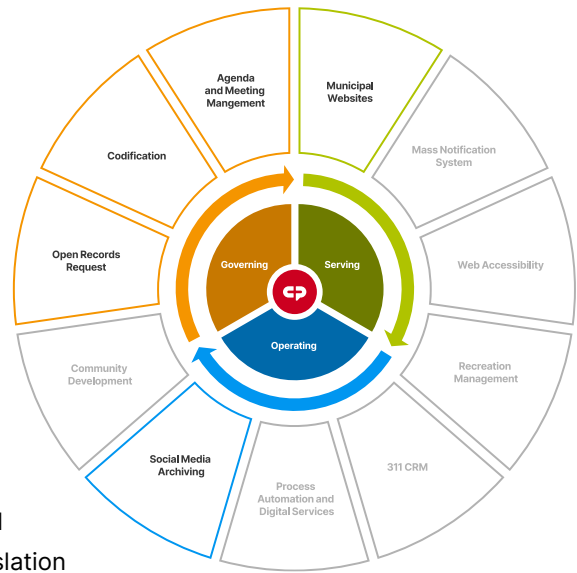
Shorten your pre-meeting to-do list and send your meeting information instantly with a custom integration using the Integration Hub.



Integrated Code of Ordinances & Web

As the only local government software provider with an integrated codification, agenda and meeting management, and municipal website solution offering, our suite allows for digital transformation of the entire legislative process - from the start of the agenda process to the final online publishing of the newly adopted legislation.

If you are a customer of CivicPlus' codification services, the cutting-edge integration between your meetings & agenda management and code of ordinances reduces the manual steps associated between your agenda management and codification processes. As an example, you can send ordinances directly to CivicPlus for codification by our team of legal editors. When pushed from Agenda and Meeting Management Select, this uncoded legislation will be visible on the landing page of our Online Code Hosting platform nearly instantaneously. You can also take this to the next level by integrating our Municipal Website solutions with our Online Code Hosting solution, allowing for one-stop search capabilities. With this integration, the public can instantly access your code, meetings, packets, and agendas in one simple search straight from your municipal website.



EXAMPLES OF MEANINGFUL CIVIC EXPERIENCE INTEGRATIONS

The following are examples of integrations between the CivicPlus Agenda and Meeting Management Select with other CivicPlus solutions and tools. If you have yet to experience all that CivicPlus can provide, please reach out for additional information and a quote.

Municipal Websites Central (Web Central)	• Set-up a workflow to post in Web Central's News Flash once you've published your meeting documents. • Automatically add agenda or minute files to Web Central's Document Center to be displayed on your website after they are published in Select. • Meeting information and dates are automatically integrated to the Web Central's Calendar. • Meeting files are automatically included in the website's search results.
Codification	• Send adopted ordinances to the Codification Legal Team in one click. • Send ordinances straight to your online code portal as "Adopted and Not Yet Codified". • Instantly link your online code to the meeting content produced within Select.
CivicPlus Media	• Share high-definition, on-demand video or live video feeds of your meetings directly from Select and CivicPlus Media, seamlessly integrated with your meeting agendas and equipped with clear bookmarking and navigation.
Integration Hub	• Third-party integrations examples include integrations with Zoom, Webex, and GoToMeetings, and with Laserfiche, Google Drive, Dropbox, and other APIs.



Implementation

Project Timeline

Twenty to Twenty-Four Weeks

While every implementation is unique, the following timeline can provide you with information about the different implementation stages and what you can expect at each stage.

PHASE 1: INITIATE	Project Kickoff communication including timeline, deliverables, and an implementation questionnaire to capture details for your configuration
PHASE 2: ANALYZE	- Template Review meeting to review and discuss needs for Proposed Agenda Template - Obtain internal approvals on Proposed Agenda Template and send in final approval
PHASE 3: DESIGN & CONFIGURE	- Configuration of the received templates - Configuration of Additional Boards (up to 7 Boards)
PHASE 4: OPTIMIZE	- Virtual consulting session(s) to review current processes and documents and discuss desired goals, best practices, and configuration options - Premium configuration is completed and handed off for review, testing, and feedback - Configuration adjustments made per submitted feedback
PHASE 5: EDUCATE	Live, virtual training sessions are conducted within configured site
PHASE 6: LAUNCH	Launch



Premium Implementation Plan

Implementation & Support Experience Designed for You

Agenda and Meeting Management Select has the experience and expertise to help administrations of any size transform the entire meeting management process. We know implementation can't be a one size fits all solution and offer flexible packages designed to meet your desired outcomes.

Our Premium Implementation Package is the perfect fit for automating manual or inefficient agenda and meeting processes. It is designed for organizations with less than 50 internal users and a desire for a guided implementation experience. A dedicated and knowledgeable Implementation consultant will manage your project from end-to-end—consulting and collaborating with your team, configuring the system to automate your process, and delivering live virtual training to your user groups. Key project staff will have online access to the timeline and all expected checkpoints and deliverables for a fully transparent implementation.

Beyond implementation, your users will feel empowered by our in-application support tools, a full online help center, as well as phone, email, and live chat support with members of the dedicated, award-winning Technical Support team.

CONSULTING

Up to Two Hours of Virtual Consultation

During this consulting session, your implementation consultant will be reviewing your submitted project questionnaire with your key project staff. The implementation consultant will review your custom template designs and discuss the configurations that will be made to ensure your workflows match your current agenda and meeting processes.

DESIGN

We will design up to seven custom templates to ensure consistency in system-generated meeting documents: Agendas, Item/Staff Report, Minutes, Agenda Script.

CONFIGURATION

Our team will configure your solution with Premium customization options to map existing processes to our Agenda and Meeting Management Select solution. Additional custom configurations can be made by administrative users at any time using Help Center resources.

TRAINING

Up to Four Hours of Virtual Training

Your implementation consultant will guide user groups through live, virtual training sessions using your custom configured Agenda and Meeting Management Select solution. We recommend no more than 20 users per session. Individual sessions are either 30 or 60 minutes in duration.



HISTORICAL FILE IMPORT

As part of your implementation project, we will import up to 7,500 PDF, MP4, or MP3 documents to your new system. You and your residents will still have access to this historical information with increased functionality. Historic meeting documents imported into Select will be optimized for character recognition to improve complete text search, and accessibility for screen reading assistive devices.

- The customer must provide the files to us in a single folder in any of PDF, MP4, or MP3 formats.
- The customer must provide the files in a specific naming convention as directed by their implementation consultant/project manager.
- The customer must upload the files to an FTP server that will be provided to them by their implementation consultant/project manager.

This process includes indexing your imported agendas for keyword searching and retrieval. However, links and metadata associated with an agenda may not be maintained. As we will only be able to migrate PDF versions of your agenda, agenda packet, and minutes files, only links that are embedded within the PDFs themselves will come over. Please reach out if you have any questions regarding our migration process.

Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence.



AWARD-WINNING

Over the past six years, CivicPlus Technical Support has been recognized by the globally respected Stevie® Awards for Sales and Customer Service. CivicPlus has been honored

with three Gold Stevie® Awards, six Silver Stevie® Awards, and eight Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees and 100 or More Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, Remote Customer Service Innovation of the Year, and Achievement in Customer Experience. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

Support at a Glance

- Technical support engineers available 8 a.m. – 6 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Operating system patches
- Testing and development

CONTINUING PARTNERSHIP

We won't disappear after your solution is launched. You'll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.



Hosting & Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over 1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site are unparalleled.

CLOUD-HOSTING WITH AZURE

The infrastructure is fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model. Using a mix of Azure Virtual Machines and Storage Accounts, all processing and data storage is done within this environment. All users need is a web browser to access and utilize the application. Your system is monitored 24/7/365 with a 99.9% guaranteed up-time (excluding maintenance). Additional details regarding our hosting and security services can be provided upon request.

DISASTER RECOVERY

Agenda and Meeting Management Select utilizes Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions. All data is written to a GRS account, which creates copies of that data in data centers across multiple Azure regions, so access to the data is always available. Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines.



Investment Proposal

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing are valid for 60 days from May 10, 2024.

Features & Functionality

- Unlimited Users
- Unlimited Storage
- Agenda Management
 - Unlimited Boards
 - Unlimited Templates
 - System-Generated Staff Reports
- Live Meeting Management
 - Record Minutes Including Motions, Votes, Speakers, and Discussion
 - Display Pages
 - Electronic Voting
- Analytics Module Access
 - Create and Save Custom Individual Views and Organizational Views
 - Export Views as .XLS and .CSV Files
- Google Drive, OneDrive, and Dropbox Integrations
- Board Portal
- Public Resident Portal
- CivicPlus Media with Unlimited Storage
 - Up to 3 Concurrent Streams

Premium Implementation

- Typical Project Timeline – 20 to 24 Weeks
- Creation of up to 7 Boards
- Creation of Custom-Developed Templates (2 Agenda Templates, 1 Item Report Template, 1 Minutes Template, 1 Agenda Script Template)
- Up to 2 Hours Virtual Consulting
- Up to 4 Hours Virtual Training
- Historical File Import - Up to 7,500 Files

Annual Recurring Services

- Hosting & Security
- Software Maintenance Including Service Patches & System Enhancements
- 24/7 Technical Support
- Dedicated Customer Success Manager

Oceanport's Investment

Total Investment - Initial Term (includes one-time fees and Initial Term annual services)	\$18,415.00
Annual Recurring Services (subject to uplift)	\$10,900.00



CivicPlus Project Pricing & Invoicing

CivicPlus has endeavored to meet Oceanport's needs and expectations for your new CivicPlus Agenda and Meeting Management Select solution based on the information provided. The investment proposal included is subject to change should additional functionality, custom development, or project enhancements, outside of the included scope, be added before contract signing.

CivicPlus prices on a per-project, all-inclusive basis. This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost-effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality of work, outside of the original project scope, is requested. We understand local governments must look beyond just functionality and that multiple factors come into play when determining which vendor can meet not only your functional needs but also your budgetary requirements.

CIVICPLUS OFFERS:

Standard Invoicing

- 100% of Initial Term invoiced upon signature date
- First-year Annual Services is included with your total Initial Term cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a 5 percent technology fee uplift each year starting in year 2 of your contract

Customized Billing/Invoicing

- Other billing options can be discussed before contract signing and, if feasible, a plan developed that works for all parties
- Not available with all CivicPlus products—please contact your customer success manager for more details

We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with Oceanport.



**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED TO BEACON EVENTS LLC FOR THEIR
FORT MONMOUTH 5K RUN TO BE HELD OCTOBER 26, 2024 WITHIN THE BOROUGH OF
OCEANPORT**

Resolution

WHEREAS, Beacon Events LLC has made application for a Special Events Permit to hold their Fort Monmouth 5K Run within the boundaries of Oceanport; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to Beacon Events LLC for the Fort Monmouth 5K Run on October 26, 2024 in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A FIREWORKS DISPLAY TO BE HELD AT THE 2024 SUMMER'S END FESTIVAL**

Resolution

WHEREAS, the Mayor and Council of the Borough of Oceanport desire to authorize a fireworks display to be held at the Summer's End Festival sponsored by the Oceanport Recreation Committee scheduled to be held on September 7, 2024; and

WHEREAS, Starfire Corp is the company selected to conduct and be responsible for the fireworks and in accordance with Borough regulations, must secure a Fire Permit from the Oceanport Fire Marshal prior to said event.

NOW, THEREFORE, BE IT RESOLVED that the Oceanport Governing Body hereby authorizes the fireworks to be held on the above mentioned date subject to the following:

1. Starfire Corp securing the necessary permits
2. Starfire Corp complying with the MEL JIF requirements for insurance coverage and completion of hold harmless agreement.
3. A copy of this resolution be forwarded to the Fire Marshal and the Recreation Committee.



566 Theatre Rd. PO Box 179, St. Benedict, PA 15773 / 814-344-9200 / 800-806-4486 / www.starfirecorporation.com

FIREWORKS DISPLAY CONTRACT

Customer: Borough of Oceanport 2024

Display Date/Time: September 7, 2024 / 9:00 PM

Display Site: Blackberry Bay Park, Oceanport

Company Contract No.: 2024-425

POINTS OF CONTACT

COMPANY CONTACTS

CONTRACT: Jessica Painter

Phone: 814-344-9200 ; **Email:** jessicap@starfirecorporation.com

FINANCIAL/ACCOUNTING: Katy Peters

Phone: 814-344-9200 ; **Email:** katy@starfirecorporation.com

DESIGNATED AGENT (See Section 3 below): _____

Phone: _____ ; **Email:** _____

CUSTOMER CONTACTS

CONTRACT: _____

Phone: _____ ; **Email:** _____

BILLING/INVOICE: _____

Phone: _____ ; **Email:** _____

DESIGNATED AGENT (See Section 4(B) below): _____

Phone: _____ ; **Email:** _____

This Contract made by and between Starfire Corporation, whose address is 566 Theatre Rd., St. Benedict, PA (hereinafter "**Company**"); and Borough of Oceanport whose address is PO Box 370, 910 Oceanport Way Oceanport NJ, 07757 (hereinafter "**Customer**") (collectively the "**Parties**" and individually each a "**Party**") is made effective as of May 17, 2024. ("Effective Date")

WHEREAS Company designs, produces, and conducts fireworks displays; and

WHEREAS Customer wishes to engage Company for the design, production, and performance of a fireworks display on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth herein, the Parties hereby mutually agree as follows, each intending to be legally bound:

1. Fireworks Display:

- A. On the Display Date at the Display Site, Company shall provide fireworks and related equipment referred to as the **"Display."**
- B. Start and Stop Times: The start times are best estimates depending upon location and other seasonable variables. Start and stop time may also be determined by the governmental authorities having jurisdiction over the Display. The Company Pyrotechnician in Charge has the authority to delay or may at any time temporarily discontinue the discharge of fireworks for any reason.
- C. Company shall designate a pyrotechnician to be its **"Pyrotechnician in Charge"** who is trained to present the Display.
- D. Alternate Display Date/Time: The Parties may mutually agree to an alternate date and time for the Display to be performed. Said alternate date and time shall be confirmed in writing upon mutual agreement (if agreed). The Alternate Display Date/Time shall not be more than six (6) months after the original Display Date/Time.
- E. Contingency: Notwithstanding anything herein to the contrary, performance of this Contract by Company is contingent upon the receipt of all applicable permits required in order for Company to perform the Display at the Display Site on the Display Date. In the event any permits are not received despite the commercially reasonable efforts of Company and/or Customer, as applicable, Company shall return any payments made by Customer to Company less any costs/fees incurred in seeking said permits, such as a filing fee or permit fee submitted as part of a permit application.

2. Costs and Payments:

Display Price \$ 10,000.00

- A. Payment Due upon Invoice after Contract Signing ("Downpayment") \$ 5,000.00
- B. Payment Due at 30 Days Prior to Display Date \$ 5,000.00

**Notwithstanding the above, Company reserves the right to require payment in full at time of contract execution.*

3. Postponement/Rescheduling: Any request made by Customer for rescheduling/canceling shall be directed to the Company Designated Agent (as set forth above) by emailing HELP@starfirecorporation.com **AND** by calling **800-806-4486**.

- A. If the Display is postponed/rescheduled by the Company (1) by reason of inclement weather, (2) determination by the governmental authority having jurisdiction, (3) as the result of any unsafe condition in the sole discretion of Company, or (4) for any other reason beyond the control of Company, the Display shall be re-scheduled to the Alternate Display Date/Time, if mutually agreed as set forth in Section 1(D) above. If no Alternate Display Date/Time is agreed upon by the parties in good faith or said Alternate Display Date/Time is also cancelled, Company shall refund to Customer all amounts previously paid by Customer to Company less any costs/fees incurred by Company to perform the Display on the original Display Date and any postponement/rescheduling fee otherwise earned (as set forth in Section 3(B) below).
- B. Postponement/Rescheduling Fee: In the event a postponement/rescheduling is deemed necessary by Company or Customer, a postponement/rescheduling fee will be calculated

based on the table below. Postponement/rescheduling fees shall be invoiced separately and shall be due and payable whether or not an Alternate Display Date/Time has been agreed upon or an Alternate Display has been or will be performed.

Description	% Of Fireworks Display Price	Additional Costs
If notified about postponement/rescheduling: Before 12:01 AM (EST) on Display Date	10%	Any 3 rd Party expenses incurred shall be added to the postponement/rescheduling fee
If notified about postponement/rescheduling: After 12:01 AM (EST) on Display Date	15%	
If notified about postponement/rescheduling: Once Company arrives on site to perform Display	20%	

- C. Except as explicitly set forth in this Contract, the parties understand and agree that Company shall have no obligation to reschedule a Display.

NOTE: FOR ONE TIME EVENTS ONLY: Replace the above Section 3 as follows:

3. **Cancellation:** Any request made by Customer for canceling the Display shall be directed to the Company Designated Agent (as set forth above) by emailing HELP@starfirecorporation.com **AND** by calling 800-806-4486.

- A. If the Display is cancelled by the Company (1) by reason of inclement weather, (2) determination by the governmental authority having jurisdiction, (3) as the result of any unsafe condition in the sole discretion of Company, or (4) for any other reason beyond the control of Company, Company shall refund to Customer all amounts previously paid by Customer to Company less any costs/fees incurred by Company to perform the Display on the original Display Date and any cancellation fee otherwise earned (as set forth in Section 3(B) below).
- B. Cancellation Fee: In the event a cancellation is deemed necessary by Company or Customer, a cancellation fee will be calculated based on the table below. Cancellation fees shall be invoiced separately.

Description	% Of Fireworks Display Price	Additional Costs
If notified about cancellation: Before 12:01 AM (EST) on Display Date	10%	Any 3 rd Party expenses incurred shall be added to the cancellation fee
If notified about cancellation: After 12:01 AM (EST) on Display Date	15%	
If notified about cancellation: Once Company arrives on site to perform Display	20%	

4. Customer Responsibilities:

A. Customer is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display. Customer is responsible for any additional

marine costs and corresponding costs and fees; city escort fees; County/State/PD/FD/FM fees; local, town, or municipal fees, and any related costs or fees. Customer shall also be responsible for all costs associated with its Security and Safety obligations set forth in Article 6.

B. Customer's Designated Agent: Customer shall designate a Customer's Agent ("Agent") to whom all questions and inquiries shall be relayed. The name and contact information for Customer's Agent shall be set forth on page 1 of this Contract. Agent shall be the only individual authorized to make decisions on behalf of Customer or to request rescheduling of the Display. Agent shall be the point of contact on the day of the Display as needed by Company. Company shall have the right to rely upon and act in accordance with the directions and decisions made by Agent. Furthermore, Customer shall indemnify, defend, and hold Company harmless for any reasonable actions or inactions taken at the direction of Agent.

C. Permits: Select **ONE** option below by initialing:

i. Customer shall contact any State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain all necessary Display permits. Upon receipt of any permit, Customer must send the permit to Company no later than 30 days prior to the Display Date, which failure to do so is grounds for default.

_____ (Initials)

ii. Company and Customer shall cooperate and work together to obtain all necessary Display permits from any State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority. Company will prepare the paperwork for the permit application(s) on Customer's behalf.

_____ (Initials)

D. Security and Safety Obligations as set forth more fully in Article 6. Customer shall adhere to all Fire Marshal's requirements for security of firework display trucks upon arrival, and the security of the Fire Safety Zone (as defined below) before, during, and after the Display. Any fees associated with Security (as defined below) are the sole responsibility of the Customer.

E. [USE WHEN COMPANY PAYS PERMITTING FEES: Additional Costs: Company reserves the right to invoice Customer after the Display Date for an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third-party shipping costs) and additional fees charged to or advanced by Company.] [USE WHEN CUSTOMER PAYS PERMITTING FEES: Additional Costs: Notwithstanding anything herein to the contrary, Customer shall be responsible, at its sole cost, for paying all permitting fees and costs required for the presentation of the Display at the Display Site. Company further reserves the right to invoice Customer after the Display Date for an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third-party shipping costs) and additional permit fees charged to or advanced by Company.]

F. After Display: Following the Display, Customer shall be responsible for cleaning and policing of the Display Site and surrounding area. Customer shall provide trash removal of cardboard boxes, broken lumber, etc. Company is responsible for cleanup of its immediate work area only.

5. Company Responsibilities:

A. Company will use commercially reasonable efforts to meet local and state requirements for a fireworks license for transportation and/or presentation of the Display.

B. Company agrees to notify the Federal Aviation Administration ("FAA") of the Display Date, according to the instructions in the FAA Letter of Approval, which will be forwarded to Customer prior to the Display Date unless directed otherwise.

C. Company will use commercially reasonable efforts to acquire any Coast Guard permits where necessary and required (i.e., the Display is to occur on or near water).

D. To the extent necessary for the performance of the Display, Company will arrange for the rental of barges and tugboats.

E. **USE WHEN COMPANY PAYS PERMITTING FEES:** Notwithstanding anything herein to the contrary, Company shall be responsible, at its sole cost, for paying the cost of all permitting fees required for the presentation of the Display at the Display Site.

6. **Security and Safety:**

A. Customer shall provide and maintain sufficient Security before, during and after the Display until the Pyrotechnician in Charge declares the area clear. "**Security**" shall include, but not be limited to, all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by Company in its reasonable discretion. Security must be provided for the Display trucks, and to maintain a Fire Safety Zone (as defined below) at the staging area from the arrival of the trucks to the departure of the trucks, which may include the day prior to or following the Display Date.

B. Customer shall also provide and maintain an area clear of any temporary structures, cars and spectators with a minimum radius as specified by the current edition of NFPA Code 1123, as a Fire Safety Zone ("FSZ") during the entire period commencing from the time the fireworks are delivered to the Display Site until the area is declared clear by the Pyrotechnician in Charge. The Parties agree that Company will cease all fireworks discharge due to any security breach of the FSZ. Company shall not be responsible for personal injury, or property damage occurring within the FSZ because of the Customer's failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123, which are only minimum standards of distances.

Customer acknowledges and agrees that Company's responsibilities are limited to the Display and that Company is relying on Customer to maintain the FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations, and ordinances pertaining to the implementation of any and all security measures at the Display Site.

C. Site Inspections: Any site inspections by or on behalf of Customer shall be in accordance with the current edition of NFPA 1123 and under the direct supervision of the Pyrotechnician in Charge. Inspections shall not in any way interfere with the safety, setup, or schedule of the preparation for and disassembly after the Display. The Pyrotechnician in Charge may, in his/her sole discretion, cancel any inspection that, in his/her opinion, may compromise the safety of the setup, the Display, or the setup schedule. The Pyrotechnician in Charge may at any time temporarily discontinue the discharge of fireworks for any reason. Any adverse changes to the site between the site inspection(s) and the Display Date shall permit Company to terminate this Contract in Company's sole but reasonable discretion.

7. **Force Majeure:** Company shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, act of God, pandemics, or any other similar causes beyond its reasonable control.

8. **Publicity:** Customer shall give Company program credit as the sole fireworks supplier and producer in all press releases, marketing literature, online advertising, or any other program announcements, printed or otherwise. Customer hereby grants Company permission to utilize pictures, videos, and other media from the Display on Company's website and its marketing materials.

9. **Government Regulations:** This Contract and Company's obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations, and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by Customer prior to the Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the Display or in the event Customer's permit in any way limits or restricts the sale, performance or operation of the Display, Company shall limit or restrict its performance or the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Customer permit. Customer acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle Customer to a reduction of, or abatement in, the Display Price.

10. **Late Fees:** In the event Customer shall fail to pay any sum when due under the terms of this Contract, Customer shall pay, in addition to such amount due, interest at the rate of 1.5% per month on the unpaid amount from the original due date. Customer shall also pay Company reasonable attorney fees and other costs in the event Company shall commence any proceeding or incur fees to compel Customer to pay any sums due hereunder or otherwise because of Customer's default of any of the terms and provisions herein contained.

11. **Liquidated Damages:** In the event Customer cancels the Display and does not reschedule per the Contract or otherwise defaults hereunder, Company shall be entitled to receive the entire Display Price and same shall be considered "liquidated damages" if Company so elects based upon an understanding between the Parties hereto that Company shall have suffered damages due to Customer's default. The damages suffered by Company because of Customer's default will be substantial, but incapable of determination with precision. It is, therefore, agreed by the Parties that the amount due Company is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by Company.

12. **Substitutions:** Company shall have the right, at its discretion, to make minor modifications or substitute any fireworks it deems necessary provided same does not materially detract from the aesthetic value or overall quality of the Display. This includes, but is not limited to, shell sizes, quantities, types, and brand names. Any substitutions shall in no way result in or entitle Customer to a reduction or abatement of the full Display Price.

13. **Governing Law and Dispute Resolution:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. All disputes, differences, or any other type of controversy arising out of or in relation to this Contract, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in Cambria County, PA, pursuant to the current commercial rules of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final and binding, and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Contract, nor to make any award which by its terms effects any such alteration or modification. Either Party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment, or replevin, pending the determination of any claim or controversy in arbitration. [USE IF CUSTOMER REFUSES PA LAW – REPLACE THE ABOVE WITH: **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the state in which the Display Site exists, excluding any conflict of law rules.]

14. **Binding Effect:** This Contract shall not be binding on Company until (1) executed by Company and (2) Company is in receipt of the Downpayment required hereunder.

15. **Bankruptcy:** If Customer becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Customer or if a receiver is appointed for Customer, Company may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Customer. If Customer has a material change in financial status as reasonably determined by Company, then

Company may require Customer to deposit the balance of the Display Price in escrow or provide sufficient proof of its ability to pay the balance of the Display Price.

16. Signatures: This Contract may be executed by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Execution and delivery of a counterpart of this Contract (i) by portable document format ("**PDF**") copy bearing the PDF signature of a duly authorized officer of either Party hereto, whether delivered by facsimile, e-mail, or physical delivery service ("**PDF Signature**"), or (ii) by electronic signature of a duly authorized officer of any Party hereto, pursuant to electronic signature procedures Company may establish from time to time, including but not limited to, DocuSign or an equivalent service ("**Electronic Signature**"), shall be equally as effective as delivery of a manually executed counterpart of this Contract and shall constitute a valid and binding execution and delivery of this Contract by such Party. The Parties agree that (a) each PDF Signature and/or Electronic Signature of such party will be enforceable to the same extent as a manual signature, whether in court or otherwise and (b) such party will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of its PDF Signature or Electronic Signature.

17. Limitation of Liability: IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE DISPLAY PRICE PAID TO COMPANY BY CUSTOMER. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. [IF CUSTOMER WANTS MUTUAL RESTRICTION ON DAMAGES AVAILABLE OR REFUSES TO LIMIT COMPANY'S LIABILITY TO DISPLAY PRICE – REPLACE THE ABOVE WITH: IN NO EVENT SHALL COMPANY OR CUSTOMER BE LIABLE FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY OR CUSTOMER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.]

No action may be brought for any alleged breach of contract more than one (1) year after the Display Date.

18. Insurance and Indemnity: Company agrees to procure general liability insurance. Any additional insurance that is required that incurs a cost, will be Customer's responsibility. Customer shall indemnify and hold Company harmless for all claims, actions, and suits made against Company for personal injury or property damage arising from or relating to the failure of Customer, or its agents, employees, or contractors to adhere to or perform its obligations under this Contract. [ADD TO THE ABOVE IF CUSTOMER WANTS MUTUAL INDEMNIFICATION: Company shall indemnify and hold Customer harmless for all claims, actions, and suits made against Customer for personal injury or property damage arising from or relating to the failure of Company, or its agents, employees, or contractors to adhere to or perform its obligations under this Contract.]

Customer shall list below the additional insured, as they should appear on the insurance certificate. All individuals /entities listed on the certificate will be deemed an additional insured per this contract.

19. General Provisions:

A. This Contract and addendums constitute the entire Contract between the Parties relating to the subject matter hereof, and may not be changed, modified, renewed, or extended except by a written Contract signed by both Parties. Customer acknowledges and agrees that Company has not made any representations or warranties except those specifically set forth in this Contract. Should any clause, section, or part of this Contract be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this Contract which can be affected without such illegal clause, section, or part shall nevertheless continue in full force and effect. All headings used herein are for reference and convenience only and shall not alter the interpretation thereof. Company and Customer each represents and warrants to the other that the individual signing below on behalf of such entity has the right, power, and authority to execute this Contract.

B. It is specifically understood that Company shall not be responsible in any way if any third-party service with which Company has contracted for service fails to perform and the Display cannot proceed as planned.

C. This Contract, and the rights and obligations of the Parties hereunder, shall be binding and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives. Company may assign any or all its rights and obligations under this Contract or subcontract or delegate any or all its obligations hereunder. Customer may not assign any of its rights and obligations under this Contract without the prior written consent of Company.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The authorized representatives of Parties hereby agree to the terms and conditions of this Contract as of the Effective Date.

CUSTOMER:

Printed Name:

Authorized Representative Title:

Signature:

Date:

COMPANY:

Printed Name:

Authorized Representative Title:

Signature:

Date:

STARFIRE CORPORATIONAudrey Jean TerrizziPresident

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPROVING ANTHONY FRAGALE, JR. FOR OCEANPORT FIRST AID MEMBERSHIP**

Resolution

WHEREAS, Anthony Fragale, Jr., Oceanport, has submitted a Membership Application to join the Oceanport Volunteer First Aid & Rescue Squad; and

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

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

BOROUGH OF OCEANPORT



Michael P. Kelly
Chief of Police

Michael S. Chenoweth
Captain

POLICE DEPARTMENT

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

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

Wednesday, May 22, 2024

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

Reference: Anthony Fragale Jr., First Aid Applicant

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

X

The applicant is suitable for membership.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael S. Chenoweth".

Michael S. Chenoweth
Captain of Police

A handwritten signature in blue ink, appearing to read "Michael P. Kelly".
Chf of Police

Cc: file copy