



BOROUGH OF OCEANPORT MAYOR & COUNCIL

REGULAR MEETING • AGENDA

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

JANUARY 22, 2026 at 7:00 PM

1. **Call to Order**
2. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 15, 2025 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.
3. **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.
4. **Roll Call**
5. **PUBLIC COMMENT - Action Items Only:** At this time, comments are invited on action 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.
6. **Discussion Item**

Vacating Paper Streets within the Borough
7. **Administrator's Report**
8. **Consent Agenda:** All items listed under Consent Agenda, are considered routine by the Borough Council and will be enacted by one motion in the form listed below. There will not be separate discussion of these items.. If discussion is desired, that item will be removed from the Consent Agenda by request of the Council member and considered separately. There will be one motion for all items listed.

Resolution #2026-38 - Payment of Bills

Resolution #2026-39 - Authorizing a Salary Increase for Gianna Tafuri

Resolution #2026-40 - Appointing Thomas A. Fleming as Laborer in DPW

Resolution #2026-41 - Accepting the Resignation of Sharon O'Conner

Resolution #2026-42 - Accepting the Resignation of Alexander Boyce as Class II Officer
Resolution #2026-43 - Authorizing 2026 Budget Appropriation Reserve Transfer
Resolution #2026-44 - Authorizing An Emergency Temporary Appropriation-JCPL
Resolution #2026-45 - Authorizing An Agreement With JCP&L for the Installation of Electric Distribution Facilities
Resolution #2026-46 - Authorizing an Emergency Temporary Appropriation- Stormwater Drainage
Resolution #2026-47 - Authorizing a MOU Between FMERA and the Borough of Oceanport for Stormwater Infrastructure
Resolution #2026-48 - Awarding Contract to Colliers for Drainage Improvements
Resolution #2026-49 - Authorizing Colliers to Proceed with the Bidding Process for Drainage Improvements
Resolution #2026-50 - Authorizing Change Order #1- Final - 400 Area Parallel
Resolution #2026-51 - Authorizing Change #1- Final order - 2024 Road Program
Resolution #2026-52 - Authorizing Change Order #1- Final-Asbestos Abatement
Resolution #2026-53 - Authorizing a Refund to FMERA for Balance of Contract for Asbestos Abatement and Demolition of FMERA Buildings
Resolution #2026-54 - Authorizing a Contract with Community Grants, Planning & Housing
Resolution #2026-55 - Authorizing a Contract with Community Grants, Planning & Housing to Service as the Admin Agent
Resolution #2026-56 - Authorizing an Exception to Noise Ordinance- 2025 Road Program- Fiore Paving
Resolution #2026-57 - Authorizing Letter to NJDOT for Monmouth Park Heliport
Resolution #2026-58 - Approving Kevin A. Stout for Fire Department Member
Resolution #2026-59 - Appointments to Boards & Committees, Recreation
Resolution #2026-60 -Authorizing Competitive Contracting for a Turf Fields Sports Consultant
Resolution #2026-61 - Appointing Stacey La Bruno as Violations Clerk to the Court Office
Resolution #2026-62 - Authorizing Snow Removal Contract

9. First Reading Ordinances

Ordinance #1118 - Reducing Speed Limit along Port-Au-Peck Avenue from 40 MPH to 25 MPH

10. Council Standing Committee Reports

Councilman Deerin - Parks and Recreation

Councilman Gallo - Public Works and Engineering

Councilman Keeshen - Public Safety

Councilman O' Brien - Finance and Administration

Councilwoman Manna - Health and Human Services

Councilwoman Cooper - Planning and Development

11. **Mayor Tvrdik's Report**

12. **Public Comments**

13. **Adjournment**

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NEPTUNE, N.J. 07754

January 15, 2026

Honorable Thomas J. Turdik
and members of Borough Council
Borough of Oceanport
910 Oceanport Way
Oceanport, NJ 07757

RE: 274 Port Au Peck Avenue
Block 12, Lot 25, Oceanport, NJ

Dear Sirs and Madam:

Please advised that I have been engaged to represent Demir Dos Santos, the owner of the above property. The lot is substantially oversized and my client is consulting professionals to explore a two lot subdivision which would result in two lots with slightly less than the required frontage, but substantially more than the required lot area. Of course, that issue will be for the Planning Board to review and determine.

Attached please find a plat of the subject premises which shows a ten (10) foot right-of-way adjacent to the site between Lot 8 and my client's property, Lot 12, and seems to be an extension of Centennial Avenue. Assuming the right of way is owned by the Borough of Oceanport, my client would like to know if the Borough would entertain a request to vacate the right of way aforesaid and if so, the procedure for same.

I understand my original request made to the Borough Administrator has been placed for discussion at your Workshop Meeting on January 22, 2026. Mr. Dos Santos will attend the meeting and be available for any questions you may have.

I thank you in advance for your courtesies.

Very truly yours,

Mark A. Steinberg

MAS/sam

MARK A. STEINBERG

SHEET 16

SHEET 14
MYRTLE AVENUE

PORT AU PECK

CONRAIL

(FORMERLY C.R.R. CO. OF N.J.)

NEW YORK & LONG BRANCH R.R.

CITY OF LONG BRANCH
MONMOUTH COUNTY

WARDEN CREEK

BRANCHPORT CREEK

TELEPHONE CABLE LINE

62

63

122

LOT 8
22,000 SQ. FT.

64

ELLIOT PLACE

CENTENNIAL AVENUE

MORRIS PLACE

VRELAND PLACE

BRANCHPORT AVENUE (COUNTY RT 29)

3 ZOO CO LANE

3 RIVER BEND

27

23

24

2

TAX MAP
BOROUGH OF OCEANPORT
MONMOUTH COUNTY
LEONARDO E. PONZIO, P.L.S.
301 NEWARK SPRING HOUSE RD.
NEWARK, N.J. 07102
DATE: APR 2016

THIS MAP HAS BEEN GIVEN
A FORMAL CERTIFICATION BY
THE DIVISION OF TAXATION ON
MARCH 24, 2017, SIGNED BY
JUDY P. MILLER, CTA AND
SHELLY RELLY, CTA AND
ASSIGNED SERIAL NUMBER 1076

SHEET 26

25

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF
BILL LIST FOR JANUARY 22, 2026**

**Resolution #2026-38
1/22/2026**

WHEREAS, the Governing Body has considered the payment of said bills as set forth at its public meeting of January 22, 2026.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$3,643,729.94

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 LaPorta

CATHERINE D. LaPORTA, CFO

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-38 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026

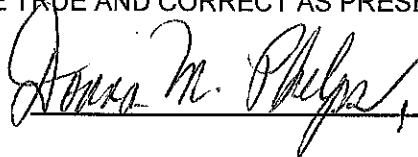
STEPHANIE KRAMER
ACTING BOROUGH CLERK

BOROUGH OF OCEANPORT BILL LIST

22-Jan-26

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$243,115.29 PR #25
PAYROLL ACCOUNT	\$235,922.78 PR #26
PAYROLL ACCOUNT	\$852.53 PR #27
DCRP	\$502.65
PAYROLL ACCOUNT	\$178,973.06 PR #1
PAYROLL ACCOUNT	\$193,772.61 PR #2
Utility Check Run 12/23/25	\$313,740.13
Utility Check Run 12/31/25	\$33,490.14
GRANT FUND	\$191,353.04
CAPITAL TRUST TOTAL	\$1,365.00
DOG REGISTRY TOTAL	\$573.49
OPEN SPACE TRUST TOTAL	\$36,662.90
SUI	\$0.00
UCC TRUST	\$3,745.73
TRUST OTHER TOTAL	\$1,841.00
ESCROW TRUST TOTAL	\$17,862.60
NON BUDGETARY	\$1,477,416.90
2025 VOUCHERS PAID THIS MEETING	\$328,068.20
2026 VOUCHERS PAID THIS MEETING	\$384,471.89
TOTAL	\$3,643,729.94

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



List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
Current Fund			
2373 - BEACH ELECTRIC	PO 21838 400 AREA- PARTIAL PAY NO. 1	293,643.00	293,643.00
1516 - CANON FINANCIAL SERVICES, INC	PO 21950 PD COPIER SERVICE - NOVEMBER 2025	79.46	79.46
1767 - EVERON, LLC (90-0008456)	PO 21946 FIRE MONITORING - 12/30/25-01/29/26	74.25	74.25
1109 - FMERA	PO 21890 RT 537 -11/1/25-11/30/25	273.26	
	PO 21891 BLDG 901 - 11/3/25-12/1/25 - BORO HALL	962.01	
	PO 21892 BLDG 977- 11/3/25-12/1/25- POLICE	1,996.79	
	PO 21893 BLDG 900 -11/1/25-11/30/25 - DPW	458.06	3,690.12
1941 - GOTO TECHNOLOGIES USA, INC	PO 21847 MONTHLY SERVICES - 11/21/25-12/20/25	199.00	
	PO 21941 MONTHLY SERVICES - 12/21/25-1/20/25	199.00	398.00
1889 - GREAT AMERICA FINANCIAL SERVICES	PO 21932 MONTHLY RENTAL	159.00	159.00
1133 - GREATLAND CORPORATION	PO 21948 2025 - YEARLY PERFORMANCE SUBSCRIPT	129.00	129.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 21881 MAIN & INTERSECTION - 10/30/25-11/30/25	80.98	
	PO 21947 200-000-957-015 -11/03/25-12/03/25	965.00	
	PO 21949 200-00-857-007 - 9/30/25-11/19/25	5,868.77	6,914.75
1814 - LEAF	PO 21859 COPIERS	223.01	
	PO 21877 OEM COPIER - 12/25/2025	82.32	305.33
1245 - NJ AMERICAN WATER CO	PO 21959 LIBRARY -11/14/25-12/11/25	26.00	
	PO 21960 OLD WHARF - 11/14/25-12/11/25	64.97	
	PO 21961 OLD WHARF #2- 11/14/25-12/11/25	26.00	
	PO 21962 OLD WHARF #1 -11/14/25-12/11/25	208.14	
	PO 21963 BLACKBERRY BAY -11/14/25-12/11/25	85.58	
	PO 21964 PORT AU PECK FIRE HOUSE -11/14/25-12/11/25	188.44	
	PO 21965 CHARLES PARK -11/14/25-12/11/25	26.00	
	PO 21966 MUNICIPAL COMPLEX #1 - 11/14/25-12/11/25	434.82	1,059.95
1245 - NJ AMERICAN WATER CO	PO 21967 910-930 OCEANPORT WAY IRRG 11/13/25-12/1	26.00	
	PO 21968 MUNICIPAL COMPLEX #2 - 11/14/25-12/11/25	228.75	254.75
1245 - NJ AMERICAN WATER CO	PO 21969 FIRE - 11/14/25-12/11/25	277.40	
	PO 21970 24 PORT AU PECK -11/14/25-12/11/25	208.14	
	PO 21971 380 PORT AU PECK 2 -11/14/25-12/11/25	26.00	511.54
1251 - NJ NATURAL GAS CO	PO 21824 21 MAIN - 10/14/25-11/12/25	277.88	
	PO 21940 LIBRARY - 11/11/25-12/16/25	433.24	711.12
1286 - PRO JANITORIAL SERVICES, LLC	PO 21931 CLEANING SERVICES - DECEMBER	3,000.00	3,000.00
2061 - UGI ENERGY SERVICES, LLC	PO 21900 HOOK & LADDER 10/14/25-11/12/25	194.06	
	PO 21901 DPW - 10/15/25-11/13/25	40.40	
	PO 21902 DPW -9/12/25-10/14/25	100.35	
	PO 21936 FAS UTILITIES - 9/12/2025-10/14/2025	104.06	348.87
1387 - VERIZON	PO 21841 POLICE FIOS - 10/25/25-12/23/25	295.20	
	PO 21938 910 OCEANPORT WAY FIRE MONITORING -12/12	181.20	
	PO 21939 910 OCEANPORT WAY INTERNET - 12/13/25-1/	168.19	
	PO 21951 OLD WHARF HOUSE FIRE MONITORING -12/8/25	138.77	
	PO 21952 LIBRARY PHONE -12/7/25-1/6/25	305.19	1,088.55
1388 - VERIZON WIRELESS	PO 21880 POLICE WIRELESS - 10/24/25-11/23/25	333.56	
	PO 21954 DPW - 11/2/25-12/1/25	78.36	
	PO 21955 FIRE BUREAU WIRELESS - 11/2/25-12/1/25	46.78	458.70
1559 - Verizon Wireless	PO 21904 WIRELESS - 10/2/25-11/1/25	169.34	169.34
1558 - Verizon Wireless	PO 21953 FIRE WIRELESS -11/2/25-12/1/25	150.19	150.19
1389 - VERIZON WIRELESS (OEM)	PO 21956 OEM WIRELESS - 11/2/25-12/1/25	40.01	40.01
OPEN SPACE TRUST			
1388 - VERIZON WIRELESS	PO 21957 BBB & OLD WHARF -11/2/25-12/1/25	78.02	78.02
UCC Trust			
1814 - LEAF	PO 21859 COPIERS	223.00	223.00
1559 - Verizon Wireless	PO 21904 WIRELESS - 10/2/25-11/1/25	253.18	253.18
TOTAL			313,740.13

List of Bills - (All Funds)

Vendor Description Payment Check Total

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	19,542.93
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	450.41			
01-201-20-120-200	MUNICIPAL CLERK OE	398.00			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	167.34			
01-201-25-240-200	POLICE OE	413.02			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	122.33			
01-201-25-260-200	FIRST AID ORGANIZATION OE	104.06			
01-201-25-265-200	FIRE DEPARTMENT OE	150.19			
01-201-25-265-400	FIRE BUREAU OE	46.78			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	3,000.00			
01-201-26-310-252	REPAIRS & EQUIPMENT	74.25			
01-201-31-430-201	ELECTRICITY	4,238.63			
01-201-31-430-203	TELEPHONE/INTERNET	1,229.51			
01-201-31-430-204	WATER/SEWER	1,826.24			
01-201-31-430-205	NATURAL GAS	955.93			
01-201-31-430-207	STREET LIGHTING	6,366.24			
TOTALS FOR	Current Fund	19,542.93	0.00	0.00	19,542.93
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	293,643.00
02-213-40-700-075	FMERA ELECTRICAL GRID			293,643.00	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	293,643.00	293,643.00
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	78.02
06-270-00-500-020	RESERVE FOR OPEN SPACE			78.02	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	78.02	78.02
18-101-01-100-101	CASH UCC TRUST			0.00	476.18
18-270-55-600	RESERVE FOR UCC TRUST			476.18	
TOTALS FOR	UCC Trust	0.00	0.00	476.18	476.18

Total to be paid from Fund 01 Current Fund 19,542.93
 Total to be paid from Fund 02 FEDERAL AND STATE GRANTS 293,643.00
 Total to be paid from Fund 06 OPEN SPACE TRUST 78.02
 Total to be paid from Fund 18 UCC Trust 476.18

313,740.13

12/23/26

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
Current Fund			
1153 - JERSEY CENTRAL POWER & LIGHT	PO 22004 200-000-956-009 -11/3/25-12/3/25	1,001.95	
	PO 22005 200-00-857-007 -11/20/25-12/18/25	5,872.84	6,874.79
2305 - LANGUAGE LINE SERVICE	PO 21578 MONMOUTH BEACH COURT	25.50	
	PO 21878 MONMOUTH BEACH COURT	71.40	
	PO 22008 MONMOUTH BEACH COURT	23.80	120.70
1814 - LEAF	PO 22006 OEM COPIER - 1/26/25	82.32	
	PO 22007 COPIERS	245.30	327.62
1245 - NJ AMERICAN WATER CO	PO 21979 HYDRANT SERVICE 11/26/25-12/26/25	9,900.99	9,900.99
1251 - NJ NATURAL GAS CO	PO 21981 910 OCEANPORT WAY - 11/18/25-12/16/25	957.96	
	PO 21982 920 OCEANPORT WAY - 11/13/25-12/16/25	608.02	
	PO 21983 433 MYRTLE -11/12/25-12/16/25	1,011.99	
	PO 21984 FAS UTILITIES -11/12/25-12/16/25	870.65	
	PO 21985 315 E. MAIN - 11/12/25-12/16/25	371.77	
	PO 21986 21 MAIN - 11/12/25-12/16/25	871.18	
	PO 21987 930 OCEANPORT WAY -11/13/25-12/16/25	1,891.73	6,583.30
1938 - PRIMEPOINT, LLC	PO 21992 PAYROLL SERVICES- 11/30/25-12/19/25	693.40	693.40
1791 - READY FRESH	PO 21977 WATER DELIVERY SERVICE - DECEMBER	193.89	
	PO 22016 WATER DELIVERY SERVICE - NOVEMBER	218.89	412.78
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 21690 COPIER - ADMIN	24.60	
	PO 21829 DPW PRINTER CHARGES	51.48	
	PO 21995 COPIER - ADMIN	22.79	
	PO 21996 CONTRACT USAGE- COURT	12.13	
	PO 21997 CONTRACT USAGE- COURT	12.44	
	PO 21998 MONTHLY DPW PRINTER CHARGES	37.33	160.77
1388 - VERIZON WIRELESS	PO 21980 POLICE WIRELESS - 11/24/25-12/23/25	323.56	323.56
OPEN SPACE TRUST			
1153 - JERSEY CENTRAL POWER & LIGHT	PO 22002 280 PORT AU PECK - 12/22/25	1,448.23	1,448.23
SUI Trust			
1330 - STATE OF NEW JERSEY	PO 22015 REIMBURSEMENT CHARGE	6,398.70	6,398.70
UCC Trust			
1814 - LEAF	PO 22007 COPIERS	245.30	245.30
TOTAL			33,490.14

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	25,397.91
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	705.47			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	693.40			
01-201-25-240-200	POLICE OE	323.56			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	82.32			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	9,900.99			
01-201-25-260-200	FIRST AID ORGANIZATION OE	870.65			
01-201-26-300-289	STREETS & ROADS OFFICE SUPPLIES	88.81			
01-201-31-430-201	ELECTRICITY	656.35			
01-201-31-430-205	NATURAL GAS	5,712.65			
01-201-31-430-207	STREET LIGHTING	6,218.44			
01-201-42-150-201	Monmouth Beach Court	120.70			
01-201-43-490-200	MUNICIPAL COURT OE	24.57			
TOTALS FOR	Current Fund	25,397.91	0.00	0.00	25,397.91

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	1,448.23
06-270-00-500-020	RESERVE FOR OPEN SPACE			1,448.23	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	1,448.23	1,448.23
14-101-01-100-101	Cash SUI Trust			0.00	6,398.70
14-270-55-600-155	Reserve for SUI			6,398.70	
TOTALS FOR	SUI Trust	0.00	0.00	6,398.70	6,398.70
18-101-01-100-101	CASH UCC TRUST			0.00	245.30
18-270-55-600	RESERVE FOR UCC TRUST			245.30	
TOTALS FOR	UCC Trust	0.00	0.00	245.30	245.30

Total to be paid from Fund 01 Current Fund	25,397.91
Total to be paid from Fund 06 OPEN SPACE TRUST	1,448.23
Total to be paid from Fund 14 SUI Trust	6,398.70
Total to be paid from Fund 18 UCC Trust	245.30

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33,490.14

12/20/20

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
Current Fund			
2123 - A. B. KURRE CONSTRUCTION, INC	PO 22060 NICODEMUS AVE PARTIAL PAY NO.1	115,591.00	115,591.00
1760 - ABSOLUTE FIRE PROTECTION COMPANY, INC	PO 21365 2024 E-ONE PUMPER REPAIR	2,375.00	2,375.00
1007 - ACTION UNIFORMS, LLC	PO 21765 #42, #61 Uniforms	712.00	
	PO 21776 Peacock uniforms	263.00	975.00
1738 - AIR GAS TECHNOLOGIES INC	PO 21364 PREVENTATIVE MAINTENANCE SERVICE	1,319.50	1,319.50
1658 - AMAZON CAPITAL SERVICES, INC	PO 21559 SUPPLIES FOR OEM	217.95	
	PO 21560 SUPPLIES FOR OEM	577.88	
	PO 21622 Firearms supplies	999.14	
	PO 21802 Petrucelli Uniforms	422.16	
	PO 21810 Gun safes BOR, id maker, monitors	2,890.46	
	PO 21855 HOLIDAY PARTY SUPPLIES	177.56	5,285.15
1658 - AMAZON CAPITAL SERVICES, INC	PO 21886 SUPPLIES - FIRE BUREAU	875.83	875.83
2387 - ASPIRANT CONSULTING GROUP	PO 21895 Accreditation support/policy rewrite	25,000.00	25,000.00
1972 - AUTOMATED BUILDING CONTROLS	PO 21804 QUARTLY MAINTENANCE CONTRACT HVAC BOROUGH	2,088.75	2,088.75
2373 - BEACH ELECTRIC	PO 22009 400 AREA- PARTIAL PAY NO. 2	69,515.00	69,515.00
1029 - BEATRIZ C CRANEY	PO 21728 INTERPRETING - NOVEMBER 2025	180.00	
	PO 21840 INTERPRETING - NOVEMBER 2025	197.50	
	PO 21885 INTERPRETING - NOVEMBER 2025	300.00	677.50
2342 - BILLS WORK CLOTHING INC.	PO 21678 BOOTS AND UNIFORMS	150.00	150.00
2045 - BIRDS BEWARE, INC	PO 21755 GESESE CONTROL RESO 2025-137	1,500.00	
	PO 21830 GESESE CONTROL RESO 2025-137	600.00	2,100.00
1541 - BODY'S UNLIMITED II LLP	PO 21864 TAIL LIGHT - OEM VEHICLE	599.23	599.23
1047 - CENTRAL JERSEY HEALTH INSURANC	PO 22056 HEALTH / DENTAL INSURANCE - JANUARY 2026	114,608.00	114,608.00
1851 - CHRIS HENRY, JR.	PO 21865 Uniform Reimbursement #55	170.03	170.03
1987 - CINTAS CORPORATION NO 2	PO 21674 MONTHLY RUG CLEANING BORO HALL + PD	282.01	282.01
1056 - COAST CITIES EQUIPMENT, INC	PO 21779 TRUCK 134 "BIG BLUE" 1FVHBGAS73HL76100	673.49	673.49
1807 - COLLIERS ENGINEERING & DESIGN	PO 21837 Port au Peck Ave Speed Study	5,005.00	
	PO 21839 DESIGN SERVICES - ELECTRICAL GRID	1,102.50	
	PO 21924 PB ENGINEERING- NICODEMUS AVE	1,829.19	
	PO 21925 DESIGN SERVICES - ELECTRICAL GRID	2,581.25	
	PO 21926 2025 ROAD PROGRAM -12/4/2025	760.00	
	PO 21927 2024 ROAD PROGRAM -12/4/2025	1,808.76	
	PO 21928 GENERAL ENGINEERING -NOVEMBER 2025	6,300.00	19,386.70
1443 - CORELOGIC	PO 21991 REFUND OVERPAYMENT - RESOLUTION 2025-311	7,195.05	7,195.05
2264 - D & W DIESEL, INC.	PO 21672 TRANSFER PUMPS	84.74	84.74
2102 - DCH FORD OF EATONTOWN	PO 21486 2016 FORD EXPLORER- 1FM5K8AR2GGC15694	229.95	
	PO 21715 REPAIR RACKBODY TRUCK 129 1FD0W4HT9GEC44	2,089.66	
	PO 21803 Unit 12 battery	259.95	
	PO 21857 Repairs Unit 7	961.09	3,540.65
2002 - DEPTCOR	PO 20917 WOOD RAMPS FOR NEW SHED	1,050.00	1,050.00
1421 - EASTERN SURPLUS & EQUIPMENT CO	PO 21673 PRIMER PUMPS	103.00	103.00
1099 - EUROFIN ENVIRONMENT TESTING PHILAD	PO 21789 WATER TESTING - NOVEMBER 2025	366.00	366.00
1106 - FIORE PAVING COMPANY, INC	PO 22058 2024 ROAD PROGRAM - PARTIAL PAY NO. 2	126,724.42	126,724.42
2376 - FIRE SECURITY TECHNOLOGIES INC	PO 21811 FIRE ALARM MONITORING BOROUGH BUILDINGS	1,620.00	
	PO 21812 EMERGENCY REPAIR FIRE ALARM BORO HALL	7,738.01	9,358.01
1105 - FIREFIGHTER ONE LLC	PO 21203 FIRE EQUIPMENT	12,003.56	12,003.56
2190 - FIS ON SITE SERVICE LLC	PO 21730 REPAIRS - 38-75	2,949.82	
	PO 21846 ENGINE THERMOSTAT REPAIR 38-58	660.28	
	PO 21866 ANTIFREEZE LEAK 38-58	559.88	4,169.98
1893 - FLOWERS BY VAN BRUNT	PO 21395 Wreath for Veterans Day Ceremony Police	200.00	
	PO 21396 Wreath for Veterans Day Ceremony First A	200.00	
	PO 21397 Wreath for Veterans Day Ceremony Fire De	200.00	
	PO 21398 Mayor & Council wreath for Veterans Day	200.00	800.00
1991 - FRANK SKOVVAN JR	PO 21848 Reimbursement #56 Uniforms	64.00	64.00
1116 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 21831 LEGAL NOTICES	187.28	
	PO 22038 LEGAL NOTICES	115.76	303.04
2380 - GENTILINI FORD LLC	PO 21620 2025 FORD INTERCEPTOR	47,490.00	47,490.00
2091 - GEORGE PEACOCK IV	PO 21882 Uniform reimbursement #57	93.98	93.98
1128 - GOODYEAR AUTO SERVICE CENTER	PO 21103 New Tires for Unit 4	745.00	
	PO 21821 New Tires Unit 3	745.00	1,490.00

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
1131 - GRAINGER (ACCT #831466131	PO 21867 METAL DETECTOR FOR COURT	6,607.40	6,607.40
1209 - GROFF TRACTOR MID ATLANTIC	PO 21023 500 HR SERVICE ON CASE 321 F	789.42	
	PO 21025 500 HR SERVICE CASE 521 GXT	1,702.11	
	PO 21849 RELAYS FOR CASE 321-F LOADER (RED LIGHTS	248.17	2,739.70
1834 - HALF MOON IMPRINTS, LLC	PO 21869 FIRE BUREAU HOODIES	180.00	180.00
1143 - I.D.M. MEDICAL SUPPLY INC	PO 21781 FAS OXYGEN - NOVEMBER 2025	230.69	230.69
1518 - IDEMIA IDENTITY & SECURITY	PO 21329 Live scan upgrades	4,491.00	4,491.00
2365 - INSITE SURVEYING, LLC	PO 21270 SURVEY SERVICES - B66, LOTS 9.01 & 7.01	10,000.00	10,000.00
1145 - INSTITUTE FOR FORENSIC	PO 21842 Psych Testing New Hires	2,200.00	2,200.00
1649 - INTRON TECHNOLOGY, LLC	PO 21582 E-ticket printer	1,238.00	
	PO 21899 COMPUTER REPLACEMENT	3,093.04	
	PO 21942 PHONE SERVICE- DECEMBER	1,482.93	
	PO 21943 IT Managed Services - PD	3,084.75	
	PO 21944 IT Managed Services & Softwares	3,739.50	12,638.22
1153 - JERSEY CENTRAL POWER & LIGHT	PO 22028 MAIN & INTERSECTION - 12/1/25-12/31/25	76.27	76.27
1480 - JOHN GUIRE SUPPLY	PO 21574 PARTS	200.59	200.59
1529 - JOHN GUIRE SUPPLY LLC	PO 21751 HYDRAULIC FLUID	422.40	
	PO 21860 REPAIR TORO MULTIFORCE VIN 409649176	675.24	1,097.64
1499 - KEVIN E KENNEDY, ESQ	PO 21808 PB Legal - General Services	975.00	
	PO 21809 PB - MEETING FILE OCTOBER	500.00	
	PO 21832 PB - FORT MONMOUTH COMPLEX	2,880.00	
	PO 22029 PB Legal - General Services	2,610.00	
	PO 22030 PB - MEETING FILE NOVEMBER	500.00	7,465.00
2032 - KEVIN MORIARTY	PO 21958 PUBLIC DEFENDER	600.00	600.00
1672 - Kyle + McManus Associates LLC	PO 21876 PLANNER SERVICES	150.00	
	PO 22041 PLANNER SERVICES	112.50	262.50
2011 - MAZZA MULCH, INC	PO 21685 LEAF DISPOSAL 2025	1,462.50	
	PO 21686 LEAF DISPOSAL 2025	1,332.50	
	PO 21687 LEAF DISPOSAL 2025	975.00	
	PO 21688 LEAF DISPOSAL 2025	195.00	3,965.00
2011 - MAZZA MULCH, INC	PO 21823 LEAF DISPOSAL	2,483.00	
	PO 21826 LEAF DISPOSAL 2025	929.50	3,412.50
2215 - MONARCH EXCAVATION, LLC	PO 21510 REMOVE COMPOST MATERIAL FROM LEAF COMPOS	4,945.00	4,945.00
1216 - MONMOUTH COUNTY CLERK	PO 21727 RIM Shared Service with County	3,600.00	3,600.00
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 21871 DPW - GASOLINE - OCTOBER 2025	2,110.86	
	PO 21872 FIRE DEPT GASOLINE -OCTOBER 2025	314.23	
	PO 21873 FIRST AID GASOLINE - OCTOBER 2025	289.39	
	PO 21874 OEM GASOLINE - OCTOBER 2025	143.65	
	PO 21875 POLICE GASOLINE - OCTOBER 2025	2,759.09	5,617.22
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 22011 DPW - GASOLINE - NOVEMBER 2025	2,702.38	
	PO 22012 OEM GASOLINE - NOVEMBER 2025	93.92	
	PO 22013 FIRST AID GASOLINE - NOVEMBER 2025	171.60	
	PO 22014 FIRE DEPT GASOLINE -NOVEMBER 2025	256.27	
	PO 22044 POLICE GASOLINE - NOVEMBER 2025	2,483.33	5,707.50
1232 - MONMOUTH MUNICIPAL JIF	PO 22051 JAN 2026 PAYMENT	146,917.00	146,917.00
1739 - MUNICIPAL EMERGENCY SVCS	PO 17906 Repairs to extrication equipment - Cutte	1,769.56	1,769.56
1886 - NATIONAL FIRE PROTECTION ASSOCIATION	PO 22054 NFPA LINK MEMBERSHIP	225.00	225.00
2398 - NEW JERSEY REGISTRARS ASSOCIATION	PO 22055 2026 MEMBERSHIP APPLICATION- LAPORTA	25.00	25.00
1249 - NJ MOTOR VEHICLE COMMISSION	PO 22053 CAIR SYS ONLIN ACCESS	150.00	150.00
1261 - OCEANPORT BOARD OF EDUCATION	PO 22061 JANUARY 2026 TAX REMITTANCE & DEBT SERVI	987,033.42	987,033.42
1264 - OCEANPORT SENIORS	PO 21843 REIMBURSE - SENIOR THANKSGIVING LUNCHEON	700.00	
	PO 21903 REIMBURSE - SENIOR THANKSGIVING LUNCHEON	1,317.00	2,017.00
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 21989 GENERAL LEGAL -NOVEMBER 2025	5,974.00	5,974.00
1271 - PAYFLEX	PO 22045 HEALTH SAVINGS ACCOUNT FUNDING - NON-UNI	35,700.00	
	PO 22046 FUNDING - NON NION	3,400.00	
	PO 22047 HEALTH SAVINGS ACCOUNT FUNDING - UNION 2	73,100.00	112,200.00
1279 - PL CUSTOM BODY & EQUIPMENT INC	PO 21629 REPAIRS - 38-57	967.00	
	PO 21630 REPAIRS 38-58	475.00	
	PO 21631 REPAIRS 38-57	685.00	2,127.00
1284 - POWERHOUSE SIGNWORKS	PO 20946 UPDATED COURT SIGNS - INSTALLED	255.00	255.00
1286 - PRO JANITORIAL SERVICES, LLC	PO 22052 CLEANING SERVICES - JANUARY	3,000.00	3,000.00
2212 - PROPAC, INC.	PO 21558 TENTS FOR OEM	526.62	526.62
2214 - QUALITY ELECTRICAL CONSTRUCTION	PO 21284 ELECTRICAL UPGRADES	4,473.00	4,473.00

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
1451 - RR DONNELLEY	PO 21506 VITAL RECORDS FORMS	106.50	106.50
2161 - SAFE LIFE DEFENSE, LLC	PO 21681 Vest #63	734.10	
	PO 21682 Vest #62	734.10	1,468.20
1313 - SAKER SHOPRITE INC	PO 21854 HOLIDAY SUPPLIES	98.22	98.22
1315 - SEABOARD WELDING SUPPLY, INC.	PO 21834 MONTHLY RENTAL CYLINDER OXYGEN, ARGON	43.75	43.75
2246 - SHANE CARROL	PO 21894 Reimbursement #59 Uniforms	236.31	236.31
1322 - SHORE REGIONAL BOARD OF ED	PO 22057 2026 STUDENT TRANSPORT - FEB 2026	5,809.59	5,809.59
1323 - SHORE REGIONAL HIGH SCHOOL	PO 22062 JANUARY 2026 TAX & DEBT SERVICE	352,635.69	352,635.69
1325 - SHERWSBURY AUTO PARTS	PO 21683 SUPPLIES	25.34	
	PO 21732 SUPPLIES	119.72	
	PO 21827 SUPPLIES	64.20	209.26
1326 - SIPS PAINT & HARDWARE	PO 21805 SUPPLIES	187.47	187.47
1337 - SUBURBAN DISPOSAL	PO 21933 DISPOSAL FEE - OCTOBER	21,333.45	
	PO 21945 COLLECTION - NOVEMBER 2025	39,500.00	
	PO 22036 DISPOSAL FEE - DECEMBER	30,242.72	91,076.17
1580 - THE TWO RIVER TIMES	PO 22043 NOTICE ADS #24954 #1117 #24953	22.01	22.01
1634 - TRAFFIC PLAN	PO 21609 TRAFFIC POLES REPLACEMENT PARTS	30.00	30.00
1447 - TREASURER STATE OF NJ	PO 22037 MARRIAGE LICENSE FEES 4TH QTR 2025	250.00	250.00
1365 - TREASURER: STATE OF NJ/727GSPT	PO 22048 NJDEP, TRUST FUND MANAGEMENT	1,094.43	1,094.43
2338 - TROY INDUSTRIES, INC	PO 21529 Troy A4 Patrol Rifle	824.00	824.00
2310 - UNIFIRST CORPORATION	PO 21762 SUPPLIES	100.74	
	PO 21768 SUPPLIES	537.05	637.79
1384 - V.E. RALPH, INC	PO 21621 MEDICAL SUPPLIES - FAS	857.63	857.63
2268 - VAN WICKLE AUTO SUPPLY, INC	PO 21482 WIPERS + BATTERIES TRUCK 130 & FIRE CHIE	316.01	
	PO 21561 BATTERY SUPPLIES- OEM	1,082.60	
	PO 21769 SHOP SUPPLIES	1,198.12	2,596.73
1387 - VERIZON	PO 22026 POLICE FIOS - 11/25/25-1/23/26	295.20	
	PO 22049 LIBRARY PHONE -1/7/26-2/6/26	304.28	
	PO 22050 OLD WHARF HOUSE FIRE MONITORING -1/8/26-	138.59	738.07
1558 - Verizon Wireless	PO 22021 FIRE WIRELESS -12/2/25-1/1/26	140.21	140.21
1559 - Verizon Wireless	PO 22022 WIRELESS - 12/2/25-1/1/26	169.34	169.34
1388 - VERIZON WIRELESS	PO 22024 FIRE BUREAU WIRELESS - 12/2/25-1/1/26	46.73	
	PO 22025 DPW - 12/2/25-1/1/26	78.36	125.09
1389 - VERIZON WIRELESS (OEM)	PO 22020 OEM WIRELESS - 12/2/25-1/1/26	40.01	40.01
1392 - W.B. MASON CO, INC	PO 21754 SUPPLIES -POLICE, CLERK, FINANCE	873.17	
	PO 21851 SUPPLIES - ADMIN, COURT,BLDG, FINANCE	360.55	
	PO 21862 SUPPLIES- PD, FINANCE	267.73	1,501.45
1397 - WITMER PUBLIC SAFETY GROUP INC	PO 21583 FIRE SUPPLIES	1,174.66	1,174.66
Capital Fund			
1807 - COLLIERS ENGINEERING & DESIGN	PO 21906 JCPL BLANKET DRAWDOWN	1,365.00	1,365.00
DOG TRUST FUND			
1445 - Monmouth County SPCA	PO 21788 ANIMAL CONTROL SERVICES - SEPTEMBER 2025	573.49	573.49
OPEN SPACE TRUST			
2045 - BIRDS BEWARE, INC	PO 21830 GEESE CONTROL RESO 2025-137	900.00	900.00
2302 - DAVID ZUIDEMA INC.	PO 21752 PORTABLE TOILETS + CLEANING MARIA GATTA	500.00	500.00
1625 - DOG WASTE DEPOT	PO 21634 DOG WASTE BAGS	537.94	537.94
2393 - INSITE ENGINEERING LLC	PO 21935 LAND DEVELOPMENT CONSULTING SERVICES	3,000.00	3,000.00
2365 - INSITE SURVEYING, LLC	PO 21270 SURVEY SERVICES - B66, LOTS 9.01 & 7.01	7,000.00	7,000.00
2189 - JERSEY CAPE DIAGNOSTIC, TRAINING & OPPOR	PO 21852 Pickleball/ Tennis Badges 2026	601.68	601.68
1153 - JERSEY CENTRAL POWER & LIGHT	PO 22027 280 PORT AU PECK - 1/21/26	1,039.24	1,039.24
2214 - QUALITY ELECTRICAL CONSTRUCTION	PO 21282 ELECTRICAL UPGRADES	7,800.00	7,800.00
2112 - SPORT LINES, LLC	PO 20496 LINING BLACKBERRY BAY FIELDS	1,078.00	
	PO 20726 RE-LINE TURF FIELDS AT MARIA GATTA PARK	3,440.00	
	PO 21536 RE-LINE BLACKBERRY BAY PARK FIELDS	2,923.00	
	PO 21576 REFRESH MARIA GATTA TURF LINING	2,970.00	10,411.00
1362 - TREASURER: STATE OF NJ	PO 22003 WATER ALLOCATION	245.00	245.00
2289 - TRIDENT ENVIRONMENTAL CONSULTANTS	PO 20779 PHASE II ENVIRONMENTAL SITE ASSESSEMENT	4,550.00	4,550.00
1388 - VERIZON WIRELESS	PO 22023 BBB & OLD WHARF -12/2/25-1/1/26	78.04	78.04

UCC Trust

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
2100 - ALLEGRA MARKETING, PRINT & MAIL	PO 21883 UCC SUPPLIES	2,100.00	2,100.00
1658 - AMAZON CAPITAL SERVICES, INC	PO 21599 SUPPLIES FOR UCC	426.46	
	PO 21735 SUPPLIES FOR UCC	445.01	871.47
2205 - MICHAEL THULEN	PO 21905 REIMBURSEMENT	25.00	
	PO 21999 LICENSE REIMBURSEMENT	270.00	295.00
1559 - Verizon Wireless	PO 22022 WIRELESS - 12/2/25-1/1/26	253.18	253.18
1392 - W.B. MASON CO, INC	PO 21754 SUPPLIES -POLICE, CLERK, FINANCE	158.76	
	PO 21851 SUPPLIES - ADMIN, COURT,BLDG, FINANCE	67.32	226.08
OTHER TRUST			
2002 - DEPTCOR	PO 21388 BENCHES- MEMORIAL BENCH PROGRAM	1,841.00	1,841.00
DEVELOPERS ESCROW TRUST			
1720 - CGP&H	PO 21712 ADM AGENT FOR AFFORDAGLE HOUSING - OCTO	256.00	
	PO 21930 ADM AGENT FOR AFFORDAGLE HOUSING - NOVE	240.00	496.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 16147 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 17875 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 21424 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 21462 PB Engineering- 20 WINHAR PLACE, LAURIN	427.50	
	PO 21696 PB Engineering- LAURINO	617.50	
	PO 21777 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 21868 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 21908 PB Engineering - SOMERSET PULTE	332.50	2,002.50
1807 - COLLIERS ENGINEERING & DESIGN	PO 21911 PB Engineering- TRIUMPHANT LIFE	1,080.00	
	PO 21913 PB ENGINEERING- AMERICAN WATER	2,680.00	3,760.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 21916 PB Engineering- NURSES QUARTERS	997.50	
	PO 21919 PB Engineering - ZARATE	95.00	
	PO 21921 PB Engineering - MCGANN	475.00	
	PO 21922 PB Engineering - HAAS	285.00	
	PO 21923 PB Engineering - GLAICAR	285.00	
	PO 21929 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 22010 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	2,387.50
1579 - ENGenuity Infrastructure, LLC	PO 20137 PB Engineering - MOCCI	2,261.50	
	PO 21594 PB Engineering - MOCCI	1,388.40	
	PO 21879 PB Engineering - MOCCI	275.00	3,924.90
2397 - JAMIE KIERNAN	PO 22059 COAH REFUND	3,398.00	3,398.00
2392 - JOYCE MURPHY	PO 21888 ESCROW REFUND	345.70	345.70
1499 - KEVIN E KENNEDY, ESQ	PO 21815 PB LEGAL- STUTZ	135.00	
	PO 21817 PB LEGAL- 6 BLUE POINT COVE ROAD, MOCCI	60.00	
	PO 21818 PB LEGAL- MENOLD	75.00	
	PO 21820 PB LEGAL- COCCIMIGLIO	375.00	
	PO 22031 PB LEGAL- 6 BLUE POINT COVE ROAD, MOCCI	75.00	
	PO 22032 PB LEGAL- MENOLD	45.00	
	PO 22034 PB LEGAL- ZARATE	45.00	810.00
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 21988 AFFORDABLE HOUSING COUNCIL	738.00	738.00
TOTAL			2,443,360.75

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	2,189,956.99
01-106-04-000-017	CURRENT YEAR TAXES			7,195.05	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	150.00			
01-201-23-210-200-1	GENERAL LIABILITY	95,249.50			
01-201-23-210-200-2	WORKMEN'S COMPENSATION	51,667.50			
01-201-23-210-202	HEALTH	221,894.00			
01-201-23-210-203	DENTAL	4,914.00			
01-201-25-265-400	FIRE BUREAU OE	225.00			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	3,000.00			
01-201-27-332-200	BOARD OF HEALTH OE	25.00			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-29-405-200	TRANS OF HS STUDENTS OE	5,809.59			
01-201-31-430-203	TELEPHONE/INTERNET	442.87			
01-201-45-920-200	DEBT SERVICE OE	1,094.43			
01-203-20-100-200	(2025) ADMINISTRATIVE & EXECUTIVE OE		480.22		
01-203-20-120-200	(2025) MUNICIPAL CLERK OE		14,360.98		
01-203-20-130-200	(2025) FINANCIAL ADMINISTRATION OE		434.10		
01-203-20-155-200	(2025) LEGAL SERVICES OE		5,974.00		
01-203-20-165-200	(2025) BOROUGH ENGINEER OE		11,305.00		
01-203-21-180-200	(2025) PLANNING BOARD OE		7,465.00		
01-203-21-181-205	(2025) PLANNER SERVICES & FEES		262.50		
01-203-25-240-200	(2025) POLICE OE		43,586.95		
01-203-25-252-200	(2025) EMERGENCY MANAGEMENT OE		3,262.03		
01-203-25-260-200	(2025) FIRST AID ORGANIZATION OE		1,288.32		
01-203-25-260-205	(2025) VEHICLE MAINTENANCE		3,347.16		
01-203-25-265-200	(2025) FIRE DEPARTMENT OE		17,212.93		
01-203-25-265-209	(2025) REPAIRS & MAINTENANCE		2,984.27		
01-203-25-265-400	(2025) FIRE BUREAU OE		1,102.56		
01-203-26-300-200	(2025) STREETS & ROADS OTHER EXPENSES		43.75		
01-203-26-300-271	(2025) REPAIRS		5,925.25		
01-203-26-300-272	(2025) TIRES		371.10		
01-203-26-300-273	(2025) SUPPLIES		1,748.38		
01-203-26-300-281	(2025) UNIFORM		150.00		
01-203-26-300-284	(2025) STREET SWEEPING		7,377.50		
01-203-26-305-200	(2025) SANITATION-TRASH REMOVAL OE		32,000.00		
01-203-26-306-200	(2025) RECYCLING OE		7,500.00		
01-203-26-310-200	(2025) PUBLIC BUILDINGS & GROUNDS OE		3,882.51		
01-203-26-310-252	(2025) REPAIRS & EQUIPMENT		22,169.76		
01-203-27-332-200	(2025) BOARD OF HEALTH OE		106.50		
01-203-27-335-300	(2025) WATER WATCH COMMITTEE-OTHER		366.00		
01-203-28-371-200	(2025) PARKS AND PLAYGROUNDS OE		200.00		
01-203-28-372-200	(2025) SENIOR CITIZEN COMMITTEE OE		2,017.00		
01-203-31-430-203	(2025) TELEPHONE/INTERNET		1,919.09		
01-203-31-430-207	(2025) STREET LIGHTING		76.27		
01-203-31-430-208	(2025) GASOLINE & OIL		11,324.72		
01-203-31-465-200	(2025) SANITATION DUMPING FEES		51,576.17		
01-203-42-140-201	(2025) West Long Branch Court		4,000.00		
01-203-42-150-201	(2025) Monmouth Beach Court		2,607.40		
01-203-43-490-200	(2025) MUNICIPAL COURT OE		790.78		
01-203-43-495-200	(2025) PUBLIC DEFENDER-OTHER EXPENSE		600.00		
01-203-44-900-903	(2025) PUBLIC SAFETY VEHICLES		47,490.00		
01-203-44-900-910	(2025) BOROUGH ROADS		760.00		
01-203-44-900-912	(2025) LAND PURCHASE		10,000.00		
01-204-55-000	Accounts Payable			130,302.74	
01-206-55-000-046	REGIONAL SCHOOL TAX			352,635.69	
01-207-55-000-045	LOCAL SCHOOL TAX			987,033.42	
01-218-55-000-028	DUE STATE-MARRIAGE LICENSES			250.00	
TOTALS FOR	Current Fund	384,471.89	328,068.20	1,477,416.90	2,189,956.99
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	191,353.04
02-213-40-700-035	BODY ARMOR			734.10	
02-213-40-700-075	PMERA ELECTRICAL GRID			73,198.75	
02-213-40-700-076	PMERA - NICODEMUS AVE			117,420.19	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	191,353.04	191,353.04
04-101-01-100-011	CAPITAL CASH - TD			0.00	1,365.00
04-215-55-973-D00	2017 #973 VARIOUS CAPITAL IMPROVEMENTS			1,365.00	
TOTALS FOR	Capital Fund	0.00	0.00	1,365.00	1,365.00
05-101-00-100-011	CASH - TD			0.00	573.49
05-270-00-500-020	RESERVE FOR EXPENDITURES			573.49	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	573.49	573.49

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	36,662.90
06-270-00-500-020	RESERVE FOR OPEN SPACE			36,662.90	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	36,662.90	36,662.90
18-101-01-100-101	CASH UCC TRUST			0.00	3,745.73
18-270-55-600	RESERVE FOR UCC TRUST			3,745.73	
TOTALS FOR	UCC Trust	0.00	0.00	3,745.73	3,745.73
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	1,841.00
60-270-55-600-106	RES. FOR MEMORIAL BENCHES			1,841.00	
TOTALS FOR	OTHER TRUST	0.00	0.00	1,841.00	1,841.00
61-101-01-100-101	CASH-DEV. ESCROW/TD			0.00	17,862.60
61-270-55-600-205	RES. FOR DEV. ESCROW			17,862.60	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	17,862.60	17,862.60

Total to be paid from Fund 01 Current Fund	2,189,956.99
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	191,353.04
Total to be paid from Fund 04 Capital Fund	1,365.00
Total to be paid from Fund 05 DOG TRUST FUND	573.49
Total to be paid from Fund 06 OPEN SPACE TRUST	36,662.90
Total to be paid from Fund 18 UCC Trust	3,745.73
Total to be paid from Fund 60 OTHER TRUST	1,841.00
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	17,862.60
	2,463,360.75

**RESOLUTION AUTHORIZING A SALARY INCREASE TO GIANNA TAFURI
AS PER EMPLOYMENT AGREEMENT WITH THE BOROUGH OF
OCEANPORT**

Resolution 2026-39

1/22/26

WHEREAS, Gianna Tafuri was appointed Deputy Municipal Court Administrator as per Resolution #2024-141, dated May 16, 2024; and

WHEREAS, as per Mrs. Tafuri's employment agreement with the Borough of Oceanport, upon completion of the oral exam required for her to become a Certified Court Administrator, her salary would increase \$1,000.00 bringing her current salary to \$55,100.00 annually; and

WHEREAS, the Borough received official notification from the New Jersey Courts that Gianna Tafuri received a passing grade for the written portion requirement to be a Certified Court Administrator on December 15, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that effective January 1, 2026 Gianna Tafuri's salary be increased to \$55,100.00 upon completion of the written portion requirement to be a Certified Court Administrator; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to Gianna Tafuri, Borough Administrator, Chief Financial Officer, Court Administrator, and the Payroll Clerk

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-39 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF THOMAS A. FLEMING AS LABORER IN THE PUBLIC WORKS DEPARTMENT**

Resolution #2026-40

1/22/26

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

WHEREAS, the Public Works Superintendent and Borough Administrator have recommended the appointment of Thomas A. Fleming as a part time employee; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor & Council of the Borough of Oceanport, that Thomas A. Fleming is hereby appointed to the Department of Public Works for the position of part time laborer at a rate of \$25.00 per hour in accordance with the Borough's salary ordinance effective March 6, 2025.

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

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-40 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ACCEPTING THE RESIGNATION OF SHARON O'CONNER**

**Resolution #2026-41
1/22/26**

WHEREAS, Sharon O'Conner has tendered her resignation to the Mayor and Council of the Borough of Oceanport from the position of Administrative Assistant to the Court, effective January 23, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and council of the Borough of Oceanport that the resignation of Sharon O'Conner is hereby accepted by the Borough; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Borough Administrator and the Payroll Clerk.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-41
approved by the Oceanport Borough Council at the
Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

Sharon O'Conner
32 Bennett Street
Freehold, NJ 07728

January 8, 2026

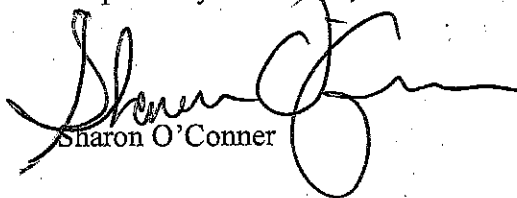
Lesley Kirchgessner, CMCA
C/O Shared Municipal Courts of: Oceanport, W. Long Branch and Monmouth Beach
910 Oceanport Way
Oceanport, NJ 07757

Dear Lesley,

I am writing to notify you that I am resigning from my position. My last day of employment is January 23, 2026.

I appreciate and thank you for giving me the opportunity of working for Shared Municipal Courts of: Oceanport, W. Long Branch and Monmouth Beach

Respectfully Submitted,


Sharon O'Conner

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ACCEPTING RESIGNATION OF ALEXANDER BOYCE AS A CLASS II OFFICER FOR
THE OCEANPORT POLICE DEPARTMENT**

**Resolution #2026-42
1-22-26**

WHEREAS, Alexander Boyce has served as a Class II Officer for the Oceanport Police Department since November 8, 2024; and

WHEREAS, Alexander Boyce has tendered his resignation to the Mayor and Council of the Borough of Oceanport from the position of Class II Officer for the Oceanport Police Department, effective December 21, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the resignation of Alexander Boyce from the position of Class II Officer for the Oceanport Police Department is hereby accepted.

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

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-42
approved by the Oceanport Borough Council at the
Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

Alexander Boyce

Oceanport Police Department

20 Dec. 2025

Dear Chief Grimes and the Oceanport Police Department,

I am writing you this letter of resignation because I have accepted a full-time position at the Manalapan Police Department. I am due to start January 5, 2026 and I get sworn in December 24, 2025 so my last day of employment will be Sunday, December 21, 2025.

I want to thank you for hiring me and giving me the opportunity to work with the great officers in Oceanport. I gained valuable experience over this past year and learned a lot about police work. I saw myself improving every day and striving to learn more. It was a pleasure to work alongside each officer and I always felt welcome at the department. My questions were always answered and everyone was very helpful with showing me the proper procedures that come with the job. I am excited to start my new career with Manalapan, but I will always remember my time in Oceanport. If you ever need anything in the future feel free to reach out to me.

Thank you again,

Alexander Boyce

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING 2026 BUDGET APPROPRIATION RESERVE TRANSFERS**

Resolution 2026-43

01/22/2026

WHEREAS, it shall become necessary to expend for some of the purposes specified in the Budget an excess of the respective sums appropriated, and

WHEREAS, there is an excess in one or more appropriations over and above the amount deemed necessary to fulfill the purposes of such appropriations, and

WHEREAS, the transfers about to be authorized do not affect an appropriation to which or from which transfers are prohibited under the statutes.

NOW, THEREFORE, BE IT RESOLVED the following transfers between appropriations reserves be authorized pursuant to N.J.S.A. 40A:4-58:

FROM:

	AMOUNT	ACCOUNT
Legal	\$4,500.00	01-203-20-155-220

TOTAL	\$4,500.00	
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TO:	Health Opt Out	\$4,500.00	01-203-210-201
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TOTAL	\$4,500.00	
--------------	-------------------	--

BE IT FURTHER RESOLVED that a copy of this resolution be filed forthwith with the Borough's Chief Financial Officer.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-43 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

Resolution of the Borough of Oceanport
Authorizing a Temporary Emergency Appropriation

Resolution 2026-44
01/22/2026

WHEREAS, the appropriations set forth in the 2026 temporary budget are insufficient to meet the financial obligations as set forth below; and

WHEREAS, the permanent budget for the year 2026 has not yet been adopted; and

WHEREAS, the total temporary appropriations adopted in the year pursuant to the provisions of N.J.S.A 40A:4-20 included in this resolution total \$50,000.00.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body (not less than two thirds of all members thereof affirmatively concurring) in accordance with the aforementioned statute that the 2026 temporary budget is hereby amended to provide for emergency appropriation in the amount of \$50,000.00 and said appropriations are as follows:

2026 Temporary budget:

Appropriations

Other Expenses

JCPL Municipal Complex

Service Agreement

\$50,000.00

Total

\$50,000.00

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-44 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

RECORD AND RETURN TO:

Joseph Zawila, Esq.
Chiesa Shahinian & Giantomasi PC
105 Eisenhower Parkway
Roseland, New Jersey 07068

EASEMENT AGREEMENT

(Osprey Nests)

THIS EASEMENT AGREEMENT (the “Agreement”) is dated _____, 2024 by and between the BOROUGH OF OCEANPORT, a _____ having an address of 910 Oceanport Way, Oceanport, New Jersey 07757 (the “Borough”), and NETFLIX, INC., a Delaware corporation having an address of 121 Albright Way, Los Gatos, California 07757 (“Netflix”).

RECITALS

A. Pursuant to a Purchase and Sale Agreement and Redevelopment Agreement dated January 13, 2023, as amended, between the Fort Monmouth Economic Revitalization Authority and Netflix (collectively, the “PSARA”), Netflix is the contract purchaser of certain parcels of real property located in Oceanport and Eatontown, New Jersey, as more particularly described in the PSARA (collectively, the “Mega Parcel”).

B. As contemplated by the PSARA, Netflix intends to construct and develop a sustainable and integrated film studio campus on the Mega Parcel (the “Project”).

C. In connection with the construction and development of the Project, Netflix has proposed, and the New Jersey Department of Environmental Protection (“NJDEP”) has approved, an avian mitigation plan (the “Avian Mitigation Plan”) pursuant to which Netflix will be obligated to relocate certain osprey nests that are currently located on the Mega Parcel (collectively, the “Existing Osprey Nests”) to one or more off-site locations.

D. The Borough is the fee owner of certain parcels of real property located in the Borough and more particularly described on Exhibit A attached hereto and made a part hereof (each, a “Borough Parcel” and collectively, the “Borough Parcels”).

E. Netflix, with the concurrence of the NJDEP, has determined that the Borough Parcels are appropriate alternative sites to which some or all of the Existing Osprey Nests may be relocated.

F. The Borough has agreed to grant to Netflix and the other Benefited Parties (as hereinafter defined) an easement to allow them to construct, install and maintain new osprey nests (including associated poles and other apparatuses) on the Borough Parcels (each, a “New Osprey Nest” and collectively, the “New Osprey Nests”) to replace some or all of the Existing

Osprey Nests that will be removed from the Mega Parcel as part of the construction and development of the Project, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Grant of Easement. In consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borough does hereby give, grant, establish and convey to and for the benefit of Netflix and its affiliates, contractors, consultants and representatives, and each of their respective successors and assigns (all of the foregoing, including Netflix, are hereinafter collectively referred to as the “Benefited Parties”), an easement (each, an “Easement” and collectively, the “Easements”) on, over and across all of the Borough Parcels to allow the Benefited Parties (i) to inspect, survey and otherwise assess the suitability of the Borough Parcels for New Osprey Nests, (ii) to construct and install one or more New Osprey Nests within each Borough Parcel, (iii) to inspect, maintain, repair and/or replace the New Osprey Nests, (iv) to take such other actions in order to comply with the Avian Mitigation Plan, or any amendments required by NJDEP, or permits issued by the NJDEP in order to monitor, encourage and/or otherwise facilitate the use of the New Osprey Nests instead of the Existing Osprey Nests and (v) to travel (by vehicle and/or on foot and with such materials and equipment as shall be necessary for the purpose) over and across each Borough Parcel in order to undertake, perform and/or complete any or all of the foregoing activities.

2. New Osprey Nests.

- (a) Exhibit A attached hereto identifies each Borough Parcel and the maximum number of New Osprey Nests (indicated by dots) that may be located thereon (the “Maximum Nests Per Parcel”). Except as required in (c), below, Netflix shall have the right to construct and install New Osprey Nests in the nest locations on Exhibit A. Netflix may, upon written notice to the Borough, request that the locations of one or more of the New Osprey Nests identified on Exhibit A be moved to a different location on a Borough Parcel. The Borough shall not unreasonably withhold or delay its consent to any such request, and, if such consent is granted, the parties shall execute, deliver and record an amendment to this Agreement that establishes the revised location for New Osprey Nest for the affected Borough Parcel.
- (b) In the event that Netflix determines that, as to any Borough Parcel, it is necessary pursuant to the Avian Mitigation Plan or any amendments to the Avian Mitigation Plan, or any permits issued by NJDEP, to construct or install more New Osprey Nests than the Maximum Nests Per Parcel permitted for such Borough Parcel, Netflix may request, upon written notice to the Borough, that the location of the New Osprey Nests be relocated or the Maximum Nests Per Parcel. The Borough shall not unreasonably withhold or delay its consent to any such request, and, if such consent is granted, the parties shall execute, deliver and record an amendment to this

Agreement that establishes the revised Maximum Nests Per Parcel for the affected Borough Parcel.

- (c) Netflix shall not construct New Osprey Nests on property identified on Exhibit A as Block 103.01, Lots 1, 1.01 and 1.02 (“Old Wharf Park”) until (i) consulting and coordinating with the Borough regarding the Borough’s proposed project to construct parking on Old Wharf Park, and (ii) consulting with the County of Monmouth (“Monmouth”) to determine whether the construction of New Osprey Nests interferes with the construction of the Oceanport Avenue Bridge.

3. Program Fee. Upon construction and installation of the New Osprey Nests, Netflix shall pay the Borough the sum of \$50,000.

4. Restrictions within Borough Parcels. The Borough shall not, and shall not knowingly permit any other person or entity to, (i) construct, install or place any buildings, structures or other improvements of any kind on or within any Borough Parcel, (ii) store or stockpile any equipment, personal property, materials or debris on or within any Borough Parcel, (iii) park or store any vehicles of any type on or within any Borough Parcel or (iv) remove, relocate, alter or otherwise disturb in any way any of the New Osprey Nests.

5. Maintenance and Repair. Except as set forth in Paragraph 7 below, Netflix shall be solely responsible, at its cost and expense, for the construction, installation, maintenance, repair and/or replacement of the New Osprey Nests, and the Borough shall have no obligation or liability with respect to any of such costs or expenses.

6. Damage. Netflix shall be solely responsible, at its cost and expense, for promptly repairing any damage (other than normal wear and tear) caused to any portion(s) of the Borough Parcels by or as a result of the acts or omissions of any of the Benefited Parties on or at the Borough Parcels.

7. Cooperation. The Borough shall, at no cost to the Borough, reasonably cooperate with Netflix in connection with the application and processing of any and all permits and/or approvals which may be required by any applicable governmental authorities (including without limitation NJDEP) in connection with the construction, installation, inspection, maintenance, repair, replacement and/or monitoring of the New Osprey Nests. Such cooperation shall include, without limitation, the execution by the Borough (in its capacity as fee owner of each of the Borough Parcels) of any application(s) for any such permits or approvals.

8. Indemnification. Each party (the “Indemnifying Party”) shall, and hereby does, indemnify, defend and hold harmless the other party (the “Indemnified Party”) from and against any and all losses, costs, damages, claims, liabilities, fines, penalties, actions and expenses (including without limitation reasonable attorney fees) incurred or to be incurred by the Indemnified Party to the extent resulting from, arising out of or in connection with (i) a violation, breach or default by the Indemnifying Party (or by any person or entity acting through, at the direction of or on behalf of the Indemnifying Party) of any of the covenants, obligations or duties of the Indemnifying Party under this Agreement, or (ii) the acts or omissions of the Indemnifying

Party (or of any person or entity acting through, at the direction of or on behalf of any of the Indemnifying Party) within or with respect to any Borough Parcel.

9. Representations and Warranties.

(a) The Borough represents and warrants to the Benefited Parties that (i) the Borough is the sole fee owner of each Borough Parcel, (ii) the Borough has full right and authority to execute and deliver this Agreement and to grant the Easements as contemplated hereby, (iii) to the best of its knowledge and information no person or entity has any rights or interests in or to any Borough Parcel or any portion thereof (whether by virtue of a recorded document or otherwise) that would impair the ability of the Benefited Parties to use and enjoy the benefits of any of the Easements granted hereby and (iv) the execution, delivery and recording of this Agreement and the grant of the Easements contemplated hereby do not and will not violate, conflict with or constitute a breach or default under any other agreement to which the Borough is a party.

(b) Netflix represents and warrants to the Borough that (i) Netflix has full right and authority to execute and deliver this Agreement and (ii) the execution, delivery and recording of this Agreement do not and will not violate, conflict with or constitute a breach or default under any other agreement to which Netflix is a party.

10. Term and Termination.

(a) This Agreement and the Easements granted hereby shall commence on the date hereof and shall continue in full force and effect for a period of five (5) years after the date hereof (the "Base Term"); provided, however, that (i) the Base Term may be extended as to any one or more Borough Parcels as set forth in Paragraph 9(b) below, and (ii) the Base Term may be terminated early as to any one or more Borough Parcels as set forth in Paragraph 9(c) below.

(b) In the event that, at any time prior to the expiration of the Base Term, NJDEP requires in writing (whether in furtherance of the Avian Mitigation Plan, pursuant to an amended Avian Mitigation Plan, or pursuant to a permit issued by NJDEP), that Netflix perform any additional work, monitoring or other activities with respect to any one or more New Osprey Nests which will extend beyond the Base Term, then Netflix may request of the Borough in writing of the request to extend the Base Term. The Borough shall not unreasonably withhold its consent to extend the Base Term, and if such consent is granted, the parties shall execute, deliver and record an amendment to this Agreement that establishes the length of the extended term.

(c) In the event that Netflix determines in its sole and absolute discretion, at any time and/or from time to time prior to the expiration of the Base Term, that it no longer requires an Easement on any one or more Borough Parcel(s) (whether because Netflix has satisfied the conditions of the Avian Mitigation Plan as to the New Osprey Nests located on a Borough Parcel such that no further monitoring thereof is required, or because Netflix has decided not to construct or install New Osprey Nest(s) in one or more of the location(s) that it originally reserved for such purpose pursuant to this Agreement, or otherwise), then Netflix shall have the right, in each such case upon written notice to the Borough, to terminate this Agreement

only as to such Borough Parcel(s) (each, a “Terminated Parcel”). Netflix and the Borough shall, within a reasonable period of time after Netflix delivers any such notice to the Borough, execute, deliver and record a partial termination of easement, in the form attached hereto and made a part hereof as Exhibit B (each, a “Partial Termination”), pursuant to which Netflix and the Borough terminate this Agreement only with respect to such Terminated Parcel. Upon the recordation of a Partial Termination as to any Terminated Parcel, this Agreement shall no longer apply to or affect such Terminated Parcel in any way, and neither party shall have any further rights or obligations under this Agreement whatsoever with respect to such Terminated Parcel or any New Osprey Nest(s) located thereon; it being understood and agreed, however, that this Agreement shall remain in full force and effect with respect to all of the other Borough Parcels until they are otherwise terminated pursuant to the terms of this Agreement.

(d) Upon the full or partial termination of this Agreement (whether at the expiration of the Base Term, at the expiration of any Extended Term or as the result of a Partial Termination), Netflix shall have no obligation to remove, dismantle or otherwise take any action with respect to any New Osprey Nest(s) located on the affected Borough Parcel(s) as of the date of such termination.

11. Osprey Nest Relocation. Netflix shall relocate an osprey nest located on property designated Block 65, Lot 1.02 on the tax maps of the Borough (the “Osprey Property”) to property owned by Monmouth upon satisfaction of the following conditions: (i) obtaining an agreement acceptable to Netflix from the owners of the Osprey Property allowing Netflix to enter the Osprey Property to remove the osprey nest, and agreeing to execute any permit applications necessary from any Federal, New Jersey or local government entity requiring any permit or approval; (ii) an agreement acceptable with Netflix and with Monmouth allowing Netflix to construct an osprey nest on Monmouth’s property and to agreeing to execute any permit applications necessary from any Federal, New Jersey or local government entity requiring any permit or approval; and (iii) obtaining all final, unappealable permits and approvals from any Federal, New Jersey or local government necessary to move the osprey nest from the Osprey Property to Monmouth property.

12. Binding Effect. The rights and obligations set forth in this Agreement shall run with the land for the entire term of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, including without limitation all future owners of properties affected hereby.

13. Further Assurances. Each party shall execute, acknowledge and deliver any and all such other instruments or documents, and shall do and take all such further acts, as any other party may reasonably request in order to carry out the intent and purpose of this Agreement.

14. No Rights in Public. Nothing in this Agreement is intended, nor shall it be construed, held or taken, as a dedication of any portion of the Borough Parcels, nor shall or does this Agreement create any rights in, to or for the benefit of the general public.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any dispute between the parties to this Agreement shall be venued in the Superior Court of New Jersey, Monmouth County vicinage.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement (Osprey Nests) as of the date set forth on the first page hereof.

BOROUGH OF OCEANPORT

By: 
Name: Thomas J. Turdik
Title: Mayor

STATE OF NEW JERSEY)
)
COUNTY OF Monmouth) ss:

I certify that on October 18, 2024, Thomas J. Turdik personally appeared before me and that this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the MAYOR of the **BOROUGH OF OCEANPORT**, the entity named in the attached document;
- (b) this person executed and delivered the attached document as his voluntary act and deed in such capacity; and
- (c) this person was authorized by such entity to execute and deliver the attached document on behalf of such entity for the uses and purposes set forth therein.



Notary Public
JEANNE SMITH
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2257019
My Commission Expires 8/8/20 25

[Continuation of signature page to Easement Agreement (Osprey Nests)].

NETFLIX, INC.

By: _____

Name:

Title:

STATE OF _____)
)
COUNTY OF _____) **SS:**

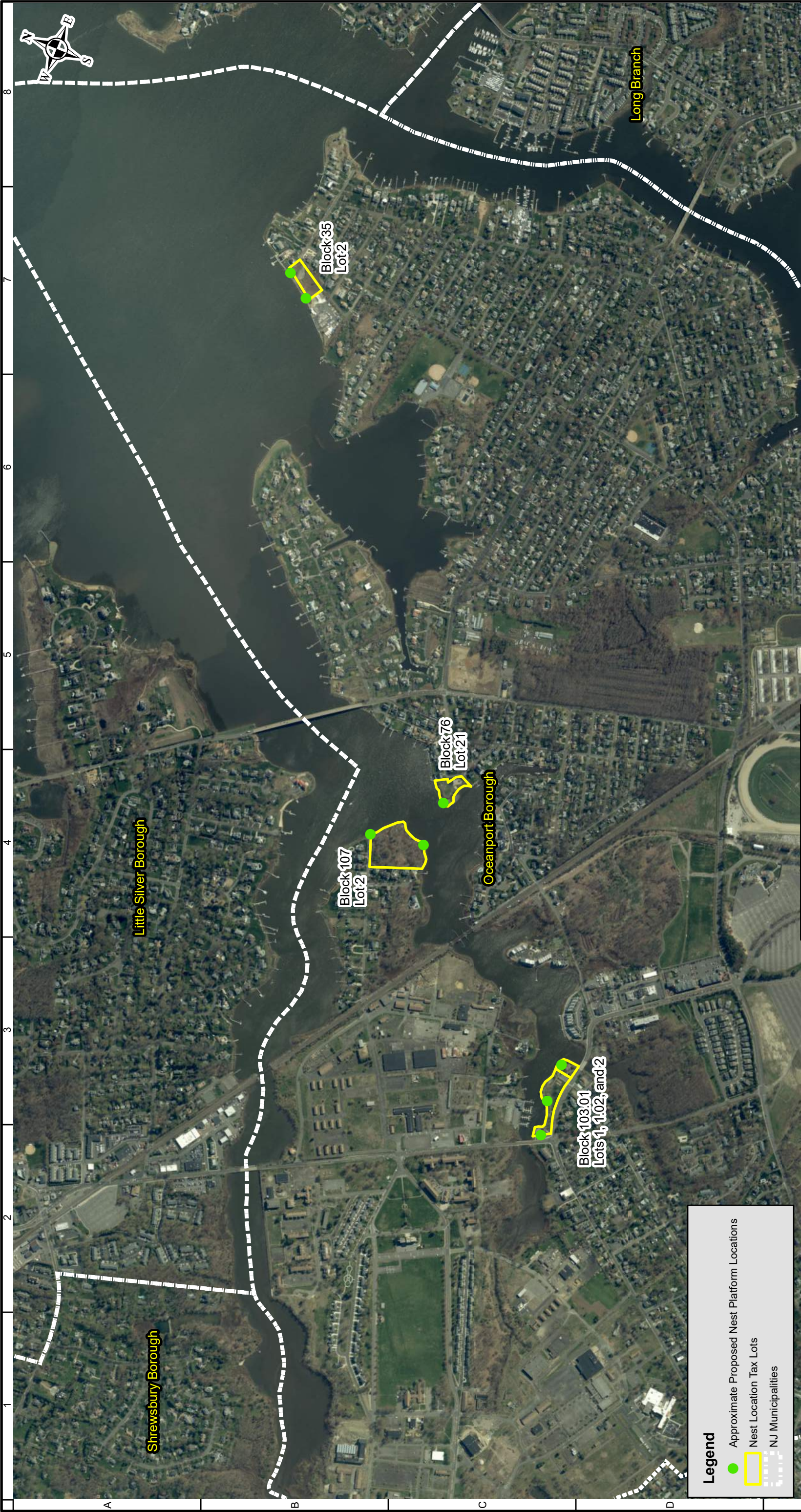
I certify that on _____, 2024, _____ personally appeared before me and that this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ of **NETFLIX, INC.**, the entity named in the attached document;
- (b) this person executed and delivered the attached document as his voluntary act and deed in such capacity; and
- (c) this person was authorized by such entity to execute and deliver the attached document on behalf of such entity for the uses and purposes set forth therein.

Notary Public

EXHIBIT A

Descriptions/Depictions of the Borough Parcels



Map References: NJDEP 2020 Aerial Imagery; NJDEP NGIN GIS Tax Parcels 2021; NJ Municipalities GIS Data from ESRI online, accessed on 1/31/2024.

Legend

- Approximate Proposed Nest Platform Locations
- Nest Location Tax Lots
- NJ Municipalities

Shrewsbury Borough

Little Silver Borough

Oceanport Borough

Block 103.01
Lots 1, 102, and 2

Block 107
Lot 2

Block 76
Lot 21

Block 35
Lot 2

Long Branch

Scale in Feet

1,000 0 1,000

Map References: NJDEP 2020 Aerial Imagery; NJDEP NGIN GIS Tax Parcels 2021; NJ Municipalities GIS Data from ESRI online, accessed on 1/31/2024.

LANGAN

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

Langan Engineering & Environmental Services, Inc.
Langan Engineering, Environmental, Surveying,
Landscape Architecture and Geology, D.P.C.
Langan International LLC
Collectively known as Langan

NJ CERTIFICATE OF AUTHORIZATION No. 24GA27996400

PROJECT BOSS

BOROUGH OF EATONTOWN
BOROUGH OF OCEANPORT

MONMOUTH COUNTY NEW JERSEY

**PROPOSED NEST
RELOCATION
OCEANPORT**

Project No. 100935001

Date 9/10/2024

Scale 1" = 1,000'

Drawn By MAD

Drawing Title

Figure

1

Page 35 of 92

© 2020 Langan
Path: \\langan.com\data\PA\0100935001\Project Data\ArcGIS\MXD\Natural_Resource_Figures\for Attorney\Oceanport\Oceanport Relocation Nest - 8.14.2024.mxd Date: 9/10/2024 User: mdevlin Time: 11:30:04 AM

EXHIBIT B

Form of Partial Termination of Easement Agreement

RECORD AND RETURN TO:

Attention: _____

PARTIAL TERMINATION OF EASEMENT AGREEMENT
(Osprey Nests)

1. **EASEMENT AGREEMENT.** Reference is made to the Easement Agreement (Osprey Nests) dated _____, 2024 by and between the BOROUGH OF OCEANPORT (the “Borough”) and NETFLIX, INC. (“Netflix”), which was recorded with the Clerk/Register of Monmouth County, New Jersey on _____, 2024 in **Book _____, Page _____** (the “Easement Agreement”). Capitalized terms used in this Partial Termination and not otherwise defined have the meanings given to such terms in the Easement Agreement.

2. **PARTIAL TERMINATION.** FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Borough and Netflix hereby terminate the Easement Agreement only with respect to the Borough Parcel(s) which are identified on Schedule A attached hereto and made a part hereof (collectively, the “Terminated Parcels”).

3. **EFFECT OF PARTIAL TERMINATION.** Effective upon the recordation of this Partial Termination, the Easement Agreement shall no longer apply to or affect any of the Terminated Parcels in any way, and neither the Borough nor Netflix shall have any further rights or obligations under the Easement Agreement whatsoever with respect to any of the Terminated Parcels; it being understood and agreed, however, that the Easement Agreement shall remain in full force and effect with respect to all Borough Parcels other than the Terminated Parcels until they are otherwise terminated pursuant to the terms of the Easement Agreement.

4. **SUCCESSORS AND ASSIGNS.** This Partial Termination shall be binding upon and shall inure to the benefit of the Borough and Netflix and their respective successors and assigns.

Date: _____, 20____

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned have executed this Partial Termination of Easement Agreement (Osprey Nests) as of the date set forth on the first page hereof.

BOROUGH OF OCEANPORT

By: _____

Name:

Title:

STATE OF NEW JERSEY)

)

ss:

COUNTY OF _____)

I certify that on _____, 20____, _____ personally appeared before me and that this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ of the **BOROUGH OF OCEANPORT**, the entity named in the attached document;
- (b) this person executed and delivered the attached document as his voluntary act and deed in such capacity; and
- (c) this person was authorized by such entity to execute and deliver the attached document on behalf of such entity for the uses and purposes set forth therein.

Notary Public

[Continuation of signature page to Easement Agreement (Osprey Nests)]

NETFLIX, INC.

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____) **SS:**

I certify that on _____, 20____, _____ personally appeared before me and that this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ of **NETFLIX, INC.**, the entity named in the attached document;
- (b) this person executed and delivered the attached document as his voluntary act and deed in such capacity; and
- (c) this person was authorized by such entity to execute and deliver the attached document on behalf of such entity for the uses and purposes set forth therein.

Notary Public

SCHEDULE A

Terminated Parcel(s)

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AN AGREEMENT WITH JCP&L FOR THE INSTALLATION OF ELECTRIC
DISTRIBUTION FACILITIES**

**Resolution #2026-45
1/22/26**

WHEREAS, BPU No. 14, Electric, Company's Tariff for Service, which is on file with, and approved by the New Jersey Board of Public Utilities ("BPU" or "NJBPU") directs the Company to evaluate customer requests to increase capacity or extend facilities based on the expected return on investment to the Company, taking into account any contribution by the Customer to such costs; and

WHEREAS, JCP&L will now be providing electrical services to individuals who are located within the former Fort Monmouth Army Base in order for those services, it is necessary for JCP&L to extend facilities within the former Army Base; and

WHEREAS, the Borough of Oceanport purchased approximately 12 acres of property located in the former Fort Monmouth Army Base which now houses the Borough's Administrative Offices, Public Work and Police Department; and

WHEREAS, those facilities require JCP&L to extend their facilities; and

WHEREAS, JCP&L has submitted an agreement to provide the extension at a cost of \$43,418.67 to be paid by the Borough subject to the availability and appropriation of funds for the 2026 temporary budget.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that the Agreement with JCP&L is hereby approved and the Mayor and Borough Clerk are hereby authorized to sign contract; and

BE IT FURTHER RESOLVED that payment in the amount of \$43,418.67 be made to JCP&L for the installation of electric distribution facilities; and

BE IT FURTHER RESOLVED, that this agreement is subject to the availability and appropriation of funds from the 2023 budget year.

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport, do hereby certify that funds are available in the 2026 temporary budget for the purpose stated herein.



Catherine D. LaPorta, CFO

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

I certify this to be a true copy of Resolution #2026-45 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**Resolution of the Borough of Oceanport
Authorizing a Temporary Emergency Appropriation**

Resolution 2026-46
01/22/2026

WHEREAS, the appropriations set forth in the 2026 temporary budget are insufficient to meet the financial obligations as set forth below; and

WHEREAS, the permanent budget for the year 2026 has not yet been adopted; and

WHEREAS, the total temporary appropriations adopted in the year pursuant to the provisions of N.J.S.A 40A:4-20 included in this resolution total \$50,000.00.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body (not less than two thirds of all members thereof affirmatively concurring) in accordance with the aforementioned statute that the 2026 temporary budget is hereby amended to provide for emergency appropriation in the amount of \$1,540,397.00 and said appropriations are as follows:

2026 Temporary budget:

Appropriations	Other Expenses
FMERA Stormwater Drainage	
Improvements	<u>\$1,540,397.00</u>
Total	\$1,540,397.00

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

I certify this to be a true copy of Resolution #2026-46 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN FMERA AND THE
BOROUGH OF OCEANPORT FOR FUNDING, OVERSIGHT OF THE BID AND OVERSIGHT
OF DRAINAGE IMPROVEMENT AND REPAIR AND REPLACEMENT AND SITE
RESTORATION ACTIVITIES FOR STORMWATER INFRASTRUCTURE FOR THE
STORMWATER STUDY**

Resolution 2026-47

01/22/26

WHEREAS, the Fort Monmouth Economic Revitalization Authority (FMERA) has need to complete the necessary repairs and replacement to a portion of stormwater infrastructure on the Main Post; and

WHEREAS, the Borough of Oceanport will provide for the Engineering and related services for this project through a Memorandum of Understanding (MOU) with FMERA, subject to the approval of the Attorney General's Office and attached hereto

NOW, THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Oceanport authorize the Mayor and Clerk to sign and effectuate the MOU for Funding, Oversight of the Bid and Oversight of Drainage Improvement and Repair and Replacement and Site Restoration Activities for Stormwater Infrastructure to support FMERA's redevelopment with the approval and signature by FMERA.

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

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-47 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) dated the ____ day of December, 2025, will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority (“FMERA”) and the Borough of Oceanport (the “Borough”) regarding the Project (as defined below), that includes the bid and oversight of certain drainage improvements, including repairs and replacement, and site restoration activities for stormwater infrastructure located within the Borough of Oceanport. FMERA and the Borough are collectively referred to herein as the “Parties.”

WHEREAS, on February 2, 2024, FMERA and the Borough entered into an MOU (Stormwater Study MOU) to seek the Borough’s assistance to study, map, repair, and/or replace the stormwater infrastructure found on the Main Post of Fort Monmouth, NJ, including pipes, manholes, catch basins, and outfall structures to support FMERA's redevelopment of the Main Post Property;

WHEREAS, the Parties now wish to enter into an MOU to complete the necessary repairs and replacement to a portion of stormwater infrastructure on the Main Post identified below; and

WHEREAS, the Borough has procured, in accordance with all applicable law, the services of Colliers Engineering & Design (“Colliers” or “Borough Engineer”) for the calendar year 2025;

WHEREAS, on October 31, 2025, FMERA received specifications and a proposal for estimated costs for the associated work for drainage improvement from Colliers; and

WHEREAS, upon completion of all necessary repairs and replacement, FMERA intends to convey ownership of the stormwater infrastructure to the Borough to further facilitate the redevelopment and improvement of the stormwater infrastructure in the area.

NOW THEREFORE, the Parties enter into this Memorandum of Understanding to reflect the mutual understanding of the Parties relative to the Project, as defined below.

1. **Incorporation of Recitals.** The Parties hereto agree that the statements contained in the foregoing recital be and are hereby incorporated into this MOU as if more fully set forth herein at length.
2. **Incorporation of Plans.** Colliers’s specifications for the Project, entitled “Specifications for Fort Monmouth Drainage Improvement Phase A” (hereinafter “the Plans”), and dated October 2025, are hereby incorporated into this MOU as if more fully set forth herein at length. The Plans are attached to this MOU as **Exhibit A**. Any future amendment to the Plans shall be effective upon mutual agreement by the Parties expressed in writing.
3. **The Project.** The Project consists of the Borough’s retention of the Borough’s engineer, Colliers, for drainage improvements for Todd Avenue, Sherrill Avenue Outfall and Greely Field including installation of inlets, pipes, curb, performed scour hole, concrete headwall and pavement repairs within the Main Post of Fort Monmouth on the Project Site (as defined in Section 4 below). Colliers’s services shall include: bidding services and oversight for the installation of drainage improvement, traffic management, and site restoration work. Colliers shall conduct a public bidding process for the project. All bids shall be consistent with the Plans prepared by Colliers, attached hereto as **Exhibit A**. Starting a month after selection of the bidder, Colliers shall prepare and submit to FMERA a bi-weekly summary reporting the status of the Project. The goal of the Project is to facilitate a competitive bidding process for the selection of a qualified subcontractor to enter into a contract (“Contract”) to commence and successfully complete the work at the Project Site in the most cost-effective manner possible, with oversight from Colliers.
4. **Project Site(s).** The Project Site is located within the boundaries of the Main Post of Fort Monmouth, a map of which is attached hereto as **Exhibit B**.

5. **FMERA's Role and Responsibilities:** FMERA will be responsible for performing the following tasks under this MOU:

- a. Pay the costs of the Project to the Borough, not to exceed One Million Five Hundred and Forty Thousand, Three Hundred and Ninety-Seven (\$1,540,397.00) Dollars ("Project Funds,") which is inclusive of costs for professional engineering, observation services, and the estimate for drainage improvement, attached as **Exhibit C**.
- b. In consultation with Colliers, FMERA will review and approve the Plans as prepared by Colliers and as attached hereto, and any modification thereof, for public bidding in accordance with Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq).
- c. Grant to the Borough and its consultants and contractors a license to enter the Project Site of Fort Monmouth as needed to perform the Project, and as set forth below in section 8(c).
 - i. Each contract that the Borough enters into for the Project shall include provisions that the consultant or contractor will: (i) indemnify and hold FMERA and the Borough harmless against any and all claims related to or arising out of said consultant or contractor entering upon Fort Monmouth; and (ii) require the consultant/contractor to maintain adequate insurance coverage.
- d. Provide the Borough with copies of plans, drawings, reports and any other available information related to the Project Site, infrastructure and buildings to the extent such plans, drawings, reports and information are available to FMERA.
- e. Provide the Borough with a Notice to Proceed.
- f. FMERA hereby confirms to the Borough that FMERA is holding than One Million Five Hundred and Forty Thousand, Three Hundred and Ninety-Seven (\$1,540,397.00) for the payment of Project costs and expenses.
 - i. In the event the amount due to the Borough's contractor for the work described in Paragraph 2 is expected to be greater than One Million Five Hundred and Forty Thousand, Three Hundred and Ninety-Seven (\$1,540,397.00) Dollars, the Borough will notify FMERA that additional Project Funds are required. Any increase in the cost beyond ten (10%) percent of the Project Funds is subject to FMERA's Board approval.

6. **The Borough's Role and Responsibilities:** The Borough will be responsible for the following tasks under this MOU:

- a. **Project Funds:** The Borough shall use Project Funds disbursed by FMERA to the Borough solely to pay the costs of contractors and consultants hired to complete the Project. The Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Project.
- b. **Contractors and Consultants:** The Parties acknowledge that the Borough has retained and entered into agreements and contracts with Colliers to assist in connection with the Project. In the event it becomes necessary or appropriate to replace Colliers, and to the extent allowable and consistent with applicable selection procedures, the Parties will jointly approve the selection of any replacement consultant or contractor prior to contract execution; including, but not limited to, having a FMERA representative as a member of the consultant/contractor selection committees. Any and all contracts with consultants or contractors entered into by the Borough in connection with the Project shall be advertised, solicited and selected by the Borough in accordance with applicable procurement requirements. FMERA authorizes the Borough to direct Colliers to begin and complete Project work under the terms set forth herein.
- c. **Project Schedule:** The proposed Project Schedule provided by selected bidder shall be consistent with Colliers's project timeline, as further described within the attached Plans.

- d. **Project Deliverables:** Before awarding the Contract, Colliers, on behalf of the Borough of Oceanport, shall, in consultation with FMERA, review the public bids for compliance with the Local Public Contracts Law and award the contract in accordance with the same. The Borough in consultation with Colliers shall provide FMERA with electronic copies of all documents provided by each of the bidders prior to the selection of a subcontractor, both in original software formats and PDF format.
 - i. **Contract.** The Parties acknowledge that Colliers, on behalf of the Borough of Oceanport, will enter into a contract(s) with the lowest responsible bidder for the Project as required by the Local Public Contracts Law. Any and all contracts with consultants or contractors entered into by Colliers in connection with the Project shall be publicly advertised, solicited and selected by Colliers in accordance with the Local Public Contracts Law.
 - ii. All requests for bids will state that any award of the contract shall be subject to the availability of FMERA funds. No contract will be awarded unless and until FMERA has deposited all the Project Funds required to complete work at the Project Site pursuant to Section 7 below.
 - iii. In the event the contract price for the Project should exceed the Project Cost, each Party reserves the right to reject all bids as exceeding the estimate in accordance with the Local Public Contracts Law.
 - e. **Project exceptions:** FMERA shall notify the Borough if any/all of the Project work is to be completed outside of this MOU. Upon notification of FMERA utilizing an alternate means to complete the work, the Borough shall incur no additional costs and return any unused monies under this agreement to FMERA.
 - f. **Approvals:** The Borough, through its consultants and contractors, will obtain any and all permits and approvals needed to complete the Project and the services associated with the Project.
 - g. **Prevailing Wage Requirement:** The Borough shall enter into, or direct Colliers to enter into, contracts that provide that each worker employed on the Project shall be paid not less than the prevailing wage rate for worker's craft or trade, as determined by the Commissioner of Labor and Workforce Development pursuant to N.J.S.A. 34:11- 56.25.
 - h. **Compliance with Law:** The Borough will oversee the work of its consultants and contractors to have work performed in a safe and professional manner and in accordance with any and all applicable rules, regulations, ordinances, statutes, laws and requirements of any governmental office having jurisdiction over the Project.
7. **Compensation and Payment:** In accordance with Section 6.a. above, FMERA shall provide 100% of Project Funds to the Borough to be kept in escrow and utilized as necessary to complete the Project. The Borough is not entitled to any fee or charge for its role in awarding, overseeing and administering the Abatement and Demolition Contract. However, the Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Abatement and Demolition Contract, including any and all permit fees, license fees, demolition observation engineering fees and such attorney's fees as are related to the administration of the abatement and demolition. The Borough will return to FMERA upon completion of the Project any amount of the Project Funds that are not expended for the Project.
8. **Additional Provisions:**
- a. **Environmental Liability:** It is expressly understood that this MOU and all subsequent, associated agreements will not obligate the Borough to incur any liability for any known or unknown environmental conditions that existed at or on Fort Monmouth.
 - b. **Sufficient Funds:** It is agreed that nothing in this Memorandum of Understanding shall obligate or require the Borough to enter into or continue any agreement or contract for the Project or to expend the Borough personnel time or other administrative costs for the Project unless sufficient funds are readily available to the Borough for expenses that would be incurred in connection with the Project. The Borough shall at all times have the right to terminate or discontinue any agreement, contract or work for the Project if the Borough

determines that sufficient funds are not readily available to the Borough for the expenses that would be incurred in connection with the Project.

- c. **Right of Entry and License:** Subject to the terms and conditions set forth in sub-paragraph 5(c) above, this MOU constitutes a license from FMERA to the Borough, its employees, officers, agents, consultants, contractors and subcontractors for access to the Project Site and abutting areas of Fort Monmouth in order to carry out the Project owned by FMERA. For any areas not owned by FMERA Colliers will request, and FMERA will assist in seeking, permission to enter and perform the work. Any and all consultants, contractors, and subcontractors hired by the Borough who enters upon the Project Site shall: (i) indemnify and hold FMERA and the Borough harmless from any and all claims related to or arising from said sub/consultant or sub/contractor entering Fort Monmouth; and (ii) maintain adequate insurance coverage.
- d. **Other Approvals:** Each Party will obtain all applicable governmental approvals, permits, and authorizations necessary to effectuate their respective responsibilities under this MOU.
- e. **Commencement and Duration:** This MOU will commence immediately upon execution by the Parties. Unless terminated earlier, this MOU shall remain in effect for three (3) years from the date and year first written above and may be amended by a writing executed by the Parties.
- f. **Amendments:** This MOU may be amended only in a writing executed by the Parties.
- g. **Termination:** Any Party shall have the right to terminate this Memorandum of Understanding upon written notice to the other party. Upon termination, the Borough shall make reasonable efforts not to incur any additional expenses or administrative costs; provided, however, the Borough shall be permitted to continue to use the Project Funds to pay for any expenses or fees actually incurred in connection with the Project.
- h. **Notices:** All notices required to be served or given hereunder shall be in writing and will be deemed given when received by personal delivery, by an overnight delivery service which issues a receipt from delivery, or three business days after having been mailed by certified mail, return receipt requested, and addressed as follows:

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

If to FMERA:
Fort Monmouth Economic Revitalization Authority
P.O. Box 267
Oceanport, New Jersey 07757
Attention: Kara Kopach, Executive Director
- i. **Titles and Headings:** Titles and headings are included for convenience only and shall not be used to interpret the MOU.

Exhibits: <https://njfmera.sharefile.com/public/share/web-s3ef66ecf3f0d4196bebf1f6f0d383de0>

The foregoing correctly reflects the Parties' understanding and intent.

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

ATTEST

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY

Kara Kopach
Executive Director

ATTEST

BOROUGH OF OCEANPORT

Donna Phelps
Borough Administrator

**RESOLUTION OF THE BOROUGH OF OCEANPORT AWARDING A CONTRACT
TO COLLIERS ENGINEERING & DESIGN FOR ENGINEERING SERVICES
RELATED TO PROPOSAL DATED DECEMBER 16, 2025 FOR FMERA-FORT
MONMOUTH DRAINAGE IMPROVEMENTS PURSUANT TO THE MEMORANDUM
OF UNDERSTANDING BETWEEN THE BOROUGH OF OCEANPORT AND THE FORT
MONMOUTH ECONOMIC REVITALIZATION AUTHORITY (FMERA)**

**Resolution #2026-48
1/22/2026**

WHEREAS, the Borough Council adopted Resolutions #2026-47 authorizing a Memorandum of Understanding (MOU) with the Fort Monmouth Economic Revitalization Authority (FMERA) where the Borough of Oceanport will provide engineering and related services for FMERA–Fort Monmouth Drainage-Phase A for construction administration and construction inspection services; and

WHEREAS, pursuant with Resolution #2026-47, an MOU specific to the services required for the FMERA-Fort Monmouth Drainage-Phase A was approved; and

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

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

WHEREAS, Colliers Engineering & Design has submitted a proposal dated December 16, 2025 for provision of the requested services; and

WHEREAS, having considered the matter in concert with FMERA, the Borough now wishes to authorize the Borough Engineer, Colliers Engineering & Design to perform the engineering services for the proposal dated December 16, 2025 for an amount not to exceed \$65,500.00 and;

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

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

1. That the Borough of Oceanport has awarded a Professional Service Contract to Colliers Engineering & Design as Borough Engineer for 2026 and the work to be performed will be consistent with their existing contract and the Colliers proposal dated December 16, 2025 for engineering services related to the Borough's MOU with FMERA for FMERA-Fort Monmouth Drainage-Phase A Project.
2. That authorization is granted for an amount not to exceed \$132,500.00 pursuant with the MOU with FMERA.
3. That the Borough Clerk shall publish a notice of the award in the Two River Times and the resolution and contract shall remain on file in the Borough Clerk's office.
4. That a certified copy of this resolution shall be provided to FMERA's Executive Director, the Borough Administrator, the Borough Engineer and the Chief Financial Officer.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that funds are available subject to the approval of temporary emergency appropriation for FMERA-MOU.

Catherine D. LaPorta
Catherine D. LaPorta, CFO

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

I certify this to be a true copy of Resolution #2026-48 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

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



December 16, 2025

VIA EMAIL

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

Proposal for Professional Services
Fort Monmouth Drainage Improvements – Phase A
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Proposal No.: OPB0204P

Dear Mayor and Council Members,

Colliers Engineering & Design, Inc. (CED) is pleased to submit this proposal for construction administration and observation services associated with Phase A of the Drainage Improvements at Fort Monmouth, in Oceanport, New Jersey.

This proposal is divided into four sections as follows:

Section I – Scope of Services

Section II – Business Terms and Conditions

Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

Section IV – Client Contract Authorization

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

Section I – Scope of Services

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

CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES

Colliers Engineering & Design (CED) will perform the following tasks as part of the construction observation and administration services during the period of the construction contract.

1. Coordinate and attend a project pre-construction meeting, prepare meeting minutes and the Notice to Proceed;
2. Provide minor plan changes, discussions and/or negotiations with authoritative agencies based upon actual field conditions;
3. Provide site visits at a frequency necessary to ensure Contractor's compliance with the Contract Documents;
4. Provide photographs of work in progress;
5. Review shop drawings provided by the Contractor and/or provide engineering redesign if needed to adapt to actual field conditions;
6. Review and monitor the construction schedule provided by the Contractor. Coordinate progress meetings as necessary with all stakeholders;
7. Prepare inspection reports and regular progress reports;
8. Project Closeout, including punch-lists, final submittals, etc.; and,
9. Prepare change orders and invoice review.

CED will review and approve all payment vouchers submitted by the Contractor before they are presented to FMERA for payment. As the project approaches completion, the Contractor will also be presented with a detailed punch-list of the items requiring repair and/or correction.

The scope of work is based on a ninety (90) calendar day construction contract where our team will provide a combination of full-time and part-time inspection depending on the construction activities taking place.

Schedule of Fees

A number of reimbursable/out-of-pocket expenses may be required and will be invoiced monthly in accordance with the attached fee schedule. These costs may include courier, delivery, mileage, printing, reproduction, overnight mail service and postage costs, figures and graphics.

Phase Name	Fee
OBSERVATION AND ADMINISTRATION (ESTIMATED NOT TO EXCEED)	\$ 130,500.00
REIMBURSABLE EXPENSES	\$ 2,000.00
TOTAL ESTIMATED FEE	\$132,500.00

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. **Payment terms are NET30 of receipt of 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:

- Services not specifically outlined in Section I;
- Construction testing services. Expenses incurred for services, equipment, and facilities not furnished by CED are charged to FMERA at cost plus an up-charge not to exceed 25 percent of the invoice for said work.

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

Section II – Business Terms and Conditions

The Business Terms and Conditions are in accordance with our yearly contract.

Section III – Rate Schedule

The Rate Schedule is on file with FMERA.

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 Resolution or Purchase Order approving this proposal, which shall constitute authorization. This proposal is valid until March 1, 2026.

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

Sincerely,

Colliers Engineering & Design, Inc.



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

WHW/rb

cc: Stephanie Kramer, Acting Borough Clerk (via email)
Donna Phelps, Administrator (via email)
Katie LaPorta, CFO (via email)
Kara Kopach, FMERA (via email)
Regina McGrade, FMERA (via email)
Joseph Fallon, FMERA (via email)

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**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING COLLIERS
ENGINEERING & DESIGN TO PROCEED WITH THE BIDDING PROCESS FOR THE FORT
MONMOUTH DRAINAGE IMPROVEMENTS, PHASE A PROJECT**

Resolution #2026-49

1/22/26

WHEREAS, Colliers Engineering & Design conducted receipt of bids for Fort Monmouth Drainage Improvements, Phase A project; and

WHEREAS, eighteen (18) bids were received on December 18, 2025, at 11:00 a.m.; and

WHEREAS, a technical issue occurred that resulted in not all bidders receiving the Addendum; and

WHEREAS, N.J.S.A. 40A:11-13.2 states said rejection is just cause to reject all bids received for the Fort Monmouth Drainage Improvements, Phase A project; and

WHEREAS, it is the desire of the Borough to reject all bids received on December 18, 2025, due to a technical issue that resulted in not all bidders receiving the Addendum; and

WHEREAS, the Borough awarded a contract to Collier's Engineering & Design for engineering serviced for the Fort Monmouth Drainage Improvements, Phase A Project pursuant to Resolution #2026-48 and authorizes Colliers Engineering & Design to again solicit bids for the Fort Monmouth Drainage Improvements, Phase A Project.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport in the County of Monmouth, State of New Jersey that the Borough of Oceanport does hereby reject all bids received for Fort Monmouth Drainage Improvements, Phase A project and authorizes Colliers Engineering & Design to again solicit bids for the reasons set forth in this Resolution.

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

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

- A) Borough Engineer
- B) Chief Financial Officer/Purchasing Agent
- C) All rejected bidders.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-49 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

January 13, 2026

VIA EMAIL

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

Recommendation of Award
Fort Monmouth Drainage Improvements, Phase A
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Project No.: 25001445A

Dear Mayor and Council,

Bids for the above-referenced project were received at the Borough Hall on Thursday, December 18, 2025, at 11:00AM. A total of eighteen (18) bids were received at the bid opening. A technical issue occurred that resulted in not all bidders receiving the Addendum. It is important to note that the Addendum did not alter the scope of work; rather, it modified the method of measurement for a specific item. Following the bid opening, the project scope was significantly revised in collaboration with FMERA. Our office recommends the rejection of all submitted bids and suggests proceeding with a rebidding process for the revised scope of work.

If you have any questions or need further information, please feel free to reach out to me directly.

Sincerely,

Colliers Engineering & Design, Inc.



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

WHW/rb

cc: Donna Phelps, Borough Administrator
Stephanie Kramer, Deputy Borough Clerk
Katie LaPorta, CFO
Andrew Bayer, Esq., Borough Attorney
Laura Drahushak, Director of Legal Affairs, FMERA
Regina McGrade, Administrative Manager FMERA

R:\Projects\2025\25001445A\Correspondence\OUT\250113_Whw_Tvrdik_FMERA Fort Monmouth Drainage Improvments_Recommendation of Award.docx

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #1-FINAL - CONTRACT FOR 400 PARALLEL BUILD
PROJECT

Resolution #2026-50
01/22/2026

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

WHEREAS, there is a need to amend the contract with Beach Electric for the Electrical Grid located in the 400 area; and

WHEREAS, the original contract of \$418,158.00 will be decreased by \$55,000.00 for an adjusted contract amount of \$363,158; and

WHEREAS, the Borough Council is satisfied that the requested change is necessary.

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

1. Change Order #1-Final between the Borough of Oceanport and Beach Electric & Design for the Electrical Grid in the 400 area is hereby approved.

2. The Mayor or Borough Clerk are hereby authorized to sign the change order on behalf of the Borough.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-50 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

January 5, 2026

VIA EMAIL

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

Partial Payment No. 2- Final, Change Order No. 1 – Final
FMERA – 400 Parallel Build Project
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Project No. OPB-0197

Dear Mayor and Council,

We are writing this letter to certify that Beach Electric Co., Inc, 2400 Main Street Ext., Units 2-3, Sayreville, NJ 08872, contractor for the above-referenced project, has completed the work as listed on the enclosed Partial Payment Certificate No. 2- Final and is entitled to payment in the amount of \$69,515.00. Also attached, please find Change Order No. 1– Final for the final as-built quantity adjustments. Change Order No. 1 – Final results in a net decrease of (\$55,000.00) for revised contract total of \$363,158.00. Certified payrolls and manning reports for the covered period are also attached for reference.

Prior to release of the final payment, the contractor shall forward an acceptable original Maintenance Bond for 15% of the final adjusted contract amount for the period of two years.

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

Sincerely,
Colliers Engineering & Design, Inc.



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

WHW/rb
Enclosure

cc: Donna Phelps, Administrator (via email)
Stephanie Kramer, Deputy Borough Clerk (via email)
Katie LaPorta, CFO (via email)
Beach Electric Co., Inc. (via email)

r:\proj\munin\opb0197 - fmra 400 area\correspondence\out\260105_whw_smith_pp#2 - final, co#1 - final.docx

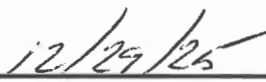
FMERA - 400 PARALLEL BUILD PROJECT
BOROUGH OF OCEANPORT
PARTIAL PAYMENT CERTIFICATE NO. 2 - FINAL
FOR WORK COMPLETED THROUGH 12/12/2025
PROJECT NO. QPB-0197

ITEM NO.	DESCRIPTION (BASE BID)	QUANTITY		UNIT PRICE	CONTRACT TOTALS	QUANTITY THIS EST.	AMOUNT THIS EST.	QUANTITY PREV EST.	AMOUNT PREV EST.	QUANTITY TO DATE	AMOUNT TO DATE
	BASE BID 1										
1	ELECTRICAL IMPROVEMENTS -400 AREA PARALLEL BUILD AND DEMOLITION OF ABANDONED 4.16KV OH LINE	1	LS	\$363,158.00	\$363,158.00	0.10	\$36,888.00	0.90	\$ 326,270.00	1.00	\$363,158.00
2	CONTINGENCY	1	ALLOW	\$55,000.00	\$55,000.00	0.00	\$0.00	0.00	\$ -	0.00	\$0.00
	TOTALS				\$418,158.00		\$36,888.00				\$363,158.00
	REVISED CONTRACT TOTAL				\$363,158.00						

I hereby certify that all items, units, quantities and prices of work and material shown in this progress estimate are correct; that the work has been performed and materials supplied and completely paid for in full in accordance with the terms of the contract documents involved; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate; and that no part of the "Total Amount Due" has been received:

LESS 10% RETAINAGE:	\$ -
SUBTOTAL AMOUNT DUE:	\$ 363,158.00
LESS PREVIOUS PAYMENTS:	\$293,643.00
TOTAL AMOUNT DUE:	\$69,515.00
PERCENTAGE COMPLETE:	100%


BEACH ELECTRIC CO., INC.


DATE:


COLLIERS ENGINEERING & DESIGN, INC.

1/5/2026

DATE:

CHANGE ORDER NUMBER - 1

FINAL

Project	FMERA - 400 PARALLEL BUILD PROJECT
Project No.	OPB0197
Municipality	BOROUGH OF OCEANPORT
County	MONMOUTH
Contractor	BEACH ELECTRIC INC.

In accordance with the project Supplementary Specification, the following are changes in the contract.

Location and Reason for Change (Attach additional sheets if required)

- Final As-Built Quantity Adjustment

Increased Items

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
Total Increase				\$ -

Decreased Items

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
2	Contingency	-1 ALL	\$ 55,000.00	\$ (55,000.00)
Total Decrease				\$ (55,000.00)

Supplemental Items

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
Total Supplemental Items				\$ -

Amount of Original Contract	\$ 418,158.00
Change Order No. 1 Amount	\$ (55,000.00)
Adjusted Amount Based on Change Order No. 1	\$ 363,158.00

Increase	\$ 0.00
Decrease	\$ -55,000.00
Supplemental	\$ 0.00
Total Change	\$ -55,000.00

% Change in Contract

[(+) Increase or (-) Decrease]

-13.15%

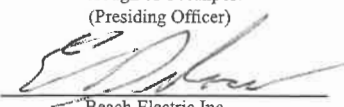
1/5/2026

(Date)


 Colliers Engineering & Design
 (Engineer)

 Borough of Oceanport
 (Presiding Officer)

(Date)


 Beach Electric Inc.
 (Contractor)

(Date)

12/29/25

State of New Jersey
Division of Contract Compliance And
Equal Employment Opportunity In Public Contracts

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

READ INSTRUCTIONS ON BACK CAREFULLY BEFORE COMPLETING
THIS FORM. PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1.Name and address of Prime Contractor		2.Contractor ID Number	3. F ID or SS Number 26-0088096	
Beach Electric			4. Reporting Period 11/1/25-11/30/25	
(Name)				
67-69 Grove Street		5. Public Agency Awarding Contract		Date of Award
(Address)		Borough of Oceanport		10/7/2025
Paterson NJ 07503		6. Name and Location of Project		7. Project ID Number
(City) (State) (Zip Code)		FMERA 400 Parallel Build Project Monmouth		OPB-0197

			CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL NO. OF MIN. EMP.	13. WORK HOURS		14. % OF WORK HRS				15. CUM. WORK HRS			16.CUM % OF W/H	
8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT		A.	B.	C.	D.	E.	F.		TOTAL WORK HOURS	A.	B.	A.	B.	TOTAL WORK HOURS	A.	B.	A.	B.	
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES			MIN. W/H	FEMALE W/H				% OF MIN. W/H	% OF FEMALE W/H			MIN. HOURS
Beach Electric	78%		F	1.00						-	3.00			0.00%	0.00%	3.0	-	-	0.00%	0.00%	
			J	-						-				-	-	-	-	-	-	-	
			AP	1.00						-	3.00			0.00%	0.00%	3.0	-	-	0.00%	0.00%	
			J							-				-	-	-	-	-	-	-	
			AP							-				-	-	-	-	-	-	-	
										-				-	-	-	-	-	-	-	
			J							-				-	-	-	-	-	-	-	
			AP							-				-	-	-	-	-	-	-	
										-				-	-	-	-	-	-	-	
			F							-				-	-	-	-	-	-	-	
			J							-				-	-	-	-	-	-	-	
			AP							-				-	-	-	-	-	-	-	
			J							-				-	-	-	-	-	-	-	
			AP							-				-	-	-	-	-	-	-	
										-				-	-	-	-	-	-	-	

17. COMPLETED BY (PRINT OR TYPE)

Lucero Payano	<i>Lucero Payano</i>	Certified Payroll Specialist
(NAME)	(SIGNATURE)	(TITLE)
973	684-0362	12/17/2025
(AREA CODE)	(TELEPHONE NUMBER) (EXT.)	(DATE)

DIVISION OF CONTRACT COMPLIANCE / EEO OFFICE

Payroll Certification for Public Works Projects
for Contractor and Subcontractor's Weekly and Final Certification

Name of ☐ Contractor or ☒ Subcontractor Beach Electric Company, Inc.			Business Address 67-69 Grove Street Paterson, NJ 07503			Project Name BOROUGH OF OCEANPORT/FMERA 400 AREA PARALLEL BUILD PROJ			SUBMIT form by email: equalpayact@dol.nj.gov IMPORTANT: For purposes of law, you must also submit this form to the appropriate public body or lessor		
F.E.I.N. 26-0088096			Project Location OCEANPORT, NJ			Contract I.D. or Project I.D. OPB-0197					
Payroll No. 1	Date Wages Due & Paid 12/03/2025	Week Ending Date 11/30/2025 or ☐ Final Certification				Contractor Registrations # 642142					

1. Employee Name and Address	2. Work		3. Demographics		Straight Time or Overtime	4. Day and Date								5. Total Hours	6. Hourly Rate of Pay	7.		8.						9. Net Wages Paid for Week	10. Total Fringe Benefit Cost/Hour
	Job Title	Work Classification/ Occupational Category	Sex	Race See Key		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Gross Amt. Earned			Deductions									
						11/24	11/25	11/26	11/27	11/28	11/29	11/30	This Project			This Week	FICA	Federal Tax	State Tax	Other	(Specify)	Total Deductions			
						Hours worked each day																			
FOLEY, RAYMOND P. 19 NORTH MAIN STREET FARMINGDALE, NJ 07727 xxx-xx-5178	Electrician Foreman	IBEW Local 400/Craft Workers Shift: 1	M	W	S	2.00	1.00	0.00	0.00	0.00	0.00	0.00	3.00	65.20	195.60	2,249.40	172.08	217.44	84.81	225.09		699.42	1,549.98 113025	53.10	
					O	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00											0.00
					D	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00											0.00
ZAPCIC, MICHAEL A. 180 KINGLSEY STREET LONG BRANCH, NJ 07740 xxx-xx-0531	Electrician Apprentice 3rd Yr	IBEW Local 400 Shift: 1	M	W	S	2.00	1.00	0.00	0.00	0.00	0.00	0.00	3.00	28.85	86.55	692.40	52.97	64.78	17.22	69.94		204.91	487.49 113025	23.59	
					O	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00											0.00
					D	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00											0.00

Key: **W**= White; **B**= Black or African American;
A= Asian; **N**= American Indian or Native Alaskan;
I= Native Hawaiian or Pacific Islander; **M**= 2 or More

☐ Check if additional sheets used

(1) That I pay or supervise the payment of the persons employed by Beach Electric Company, Inc.
(Contractor or Subcontractor)
on the BOROUGH OF OCEANPORT/FMERA 400 AREA PARALLEL
(Project Name & Location
that during the payroll period beginning on (date) 11/24/2025, and
ending on (date) 11/30/2025, all persons employed on said project
have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on the behalf of
the aforementioned Contractor or Subcontractor from the full weekly wages
earned by any person and that no deductions have been made either
directly or indirectly to from the full wages earned by any person, other
than permissible deductions as defined in the New Jersey Prevailing
Wage Act. N.J.S.A.34:11-56.25 et seq. and Regulation N.J.A.C.12:60
et seq. and the Payment of Wages Law, N.J.S.A.34:11-4.1 et seq.

THE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.
N.J.S.A.34:11-56.25 ET SEQ. AND N.J.A.C.12:60 ET SEQ. AND N.J.S.A.34:11-4.1 ET SEQ.

To calculate the cost per hour, divide 2,000 hours into the benefit cost per year per employee

[illegible]

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #1-FINAL - CONTRACT FOR 2024 ROAD PROGRAM

Resolution #2026-51

01/22/2026

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

WHEREAS, there is a need to amend the contract with Fiore Paving Company, Inc for the 2024 Road Program; and

WHEREAS, the original contract of \$306,357.77 will be decreased by \$14,148.11 for an adjusted contract amount of \$292,209.66; and

WHEREAS, the Borough Council is satisfied that the requested change is necessary.

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

1. Change Order #1-Final between the Borough of Oceanport and Fiore Paving Company, Inc for the 2024 Road Program is hereby approved.

2. The Mayor or Borough Clerk are hereby authorized to sign the change order on behalf of the Borough.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-51 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026

STEPHANIE KRAMER

ACTING BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT

AUTHORIZING CHANGE ORDER #1-FINAL - CONTRACT FOR ENGINEERING SERVICES FOR ASBESTOS ABATEMENT AND DEMOLITION OF FORT MONMOUTH BUILDINGS #814, #815, #820, #822, #826 AND #830

Resolution #2026-52
01/22/2026

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

WHEREAS, there is a need to amend the contract with Colliers Engineering and Design Services for the Engineering Services for Asbestos Abatement and Demolition of Fort Monmouth Buildings #814, #815, #820, #822, #826 and #830; and

WHEREAS, the original contract of \$195,795.00 will be decreased by \$3,846.79 for an adjusted contract amount of \$191,948.21; and

WHEREAS, the Borough Council is satisfied that the requested change is necessary.

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

1. Change Order #1-Final between the Borough of Oceanport and Colliers Engineering & Design for asbestos abatement and demolition of Fort Monmouth buildings #814, #815, #820, #822, #826 and #830 is hereby approved.

2. The Mayor or Borough Clerk are hereby authorized to sign the change order on behalf of the Borough.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-52 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING REFUND TO FMERA FOR
BALANCE IN CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF FORT
MONMOUTH BUILDINGS #814, #816, #820, #822, #826 AND #830

Resolution 2026-53

01/22/2026

WHEREAS, pursuant with adoption of Resolution #2024-312, the Borough of Oceanport entered into a Memorandum of Understanding (MOU) with the Fort Monmouth Economic Revitalization Authority (FMERA) for services related to the asbestos abatement and demolition of Buildings 814, 815, 820, 822, 826,830; and

WHEREAS, FMERA, in accordance with the MOU, provided funding for the project in the amount of \$1,645,795.00 to the Borough of Oceanport; and

WHEREAS, the Borough awarded the contract to Colliers Engineering & Design in the amount of \$195,795.00 for the provision of services related to the project, and

WHEREAS, change orders are regulated by Local Finance Board Regulations (N.J.A.C. 5:30-14.4) and a change order in the amount of \$3,846.79 resulted in a decrease contract amount of \$191,948.21

WHEREAS, the Borough awarded a contract to Frank Galbraith & Son in the amount of \$339,000.00 for the provision of services related to the project, and

WHEREAS, change orders are regulated by Local Finance Board Regulations (N.J.A.C. 5:30-14.4) and a change order in the amount of \$13,650.00 resulted in an increase contract amount of \$352,650.00 and

WHEREAS, the final project amount for the contract came in less than the MOU amount, with a total invoiced amount of \$544,696.81 and there is \$1,101,098.19 available for refund to FMERA which has been certified by the Chief Financial Officer as indicated below; and

NOW, THEREFORE, BE IT RESOLVED, that the Chief Financial Officer shall issue a check refunding the amount of \$1,101,098.19 to the Fort Monmouth Economic Revitalization Authority for the unused portion of funds posted for the FMERA MOU asbestos survey and demolition of Buildings 814,815, 820, 822, 826 and 830 .

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 for refund in Acct # 02-213-40-700-073 for asbestos survey and demolition of Buildings 814, 815, 820, 822, 826 and 830 in the amount of \$1,101,098.19 for the purposes described herein.

Catherine LaPorta
Chief Financial Officer

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-53 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

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

**Resolution #2026-54
1/22/26**

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

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

WHEREAS, pursuant with N.J.S.A. 40A:11-3(a)(b), the Borough desires to enter into a one-year contract with the CGP&H to serve as its Administrative Agent and administer its affordable housing program for the period January 1, 2026 through December 31, 2026; and

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

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

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

1. Community Grants, Planning & Housing (CGP&H) is the Affordable Housing Administrative Agent for the Borough of Oceanport and the work to be performed will be consistent with their original contract.

2. The Mayor and Borough Clerk are hereby authorized to execute the contract on behalf of the Borough of Oceanport with Community Grants, Planning & Housing (CGP&H) for professional services for the Borough's Affordability Assistance and Accessory Apartment Programs.

3. The contract provides Affordability Assistance Program services for a flat fee of \$425 for each first month's rent program application, a flat fee of \$525 for each down payment assistance program application and an hourly rate of \$165/hr. for senior staff and \$105/hr. for all other staff for all other services related to affordability assistance implementation.

4. The contract provides Accessory Apartment Program Implementation services at an hourly rate of \$165/hr. for senior staff and \$105/hr. for all other staff for a total amount not to exceed \$7,000.

5. That the contract provides for an open-ended contract for services performed in regard to this program services contingent upon the availability of funds in the Affordable Housing Trust Fund. Funds will be certified and encumbered by individual purchase order prior to each request for service pursuant with N.J.A.C. 5:30-5.5

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-54 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

1. The term of the Agreement shall become effective as of the 1st day of January, 2026, terminating at the close of business on 31st day of December, 2026. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Borough Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
 - d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.

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

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

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

WITNESS:

BOROUGH OF OCEANPORT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

DATE: _____

WITNESS:



CGP&H, LLC



NAME: Stephanie Rubin

NAME: John Burton, MPA

TITLE: Chief Executive Officer

DATE: 12/8/2025

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

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

AFFORDABILITY ASSISTANCE PROGRAM SERVICES

Affordability Assistance Program Services	CGP&H will charge a flat fee of \$450 for each first month's rent program application. CGP&H will charge a flat fee of \$550 for each down payment assistance program application. If another type of affordability assistance program is implemented, a flat fee for each application and or service provided will be negotiated by CGP&H and the municipality.
--	---

Affordability Assistance Program Services: Once programs are selected and manuals written are and approved, administration of these affordability assistance programs includes, but is not limited to: Soliciting applications; Distributing and processing applications; Income certifying applicants, when required; Reviewing and approving applications; Tracking the disbursement of funds for required reporting; Keeping records of all affordability assistance provided.

ACCESSORY APARTMENT PROGRAM SERVICES

Accessory Apartment Program Implementation	Not to exceed \$7,000 per unit billed hourly at \$170 per hour for President, Vice President and all senior staff.
---	---

Accessory Apartment Program Implementation: After the program manual is written and approved, this includes but is not limited to: Ongoing marketing to existing residents; Distributing marketing materials; Answering homeowner inquiries; Bringing applications from initial submission through to case closing; The not-to-exceed for this line item may require revision based on local homeowner interest in the program, or if homeowners start the process but do not finish, etc.

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

SCHEDULE B
N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

COMPANY	CGP&H, LLC
SIGNATURE	
TITLE	CHIEF EXECUTIVE OFFICER
DATE	12/8/2025

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

**Resolution #2026-55
1/22/26**

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

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

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

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

WHEREAS, pursuant with N.J.S.A. 40A:11-3(a)(b), the Borough desires to enter into a one-year contract with the CGP&H to serve as its Administrative Agent and administer its affordable housing program for the period January 1, 2026 through December 31, 2026; and

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

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

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

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

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

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-55 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

1. The term of the Agreement shall become effective as of the 1st day of January, 2026, terminating at the close of business on 31st day of December, 2026. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Borough Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
 - d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.

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

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

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

WITNESS:

BOROUGH OF OCEANPORT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

DATE: _____

WITNESS:



NAME: Stephanie Rubin

CGP&H, LLC



NAME: John Burton, MPA

TITLE: Chief Executive Officer

DATE: 12/8/2025

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

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

ADMINISTRATIVE AGENT GENERAL SERVICES paid by Municipality	
1. Municipal Services	Not-to-exceed \$10,000 billed hourly at a rate of \$165 per hour for senior staff which include planners and department supervisors.
2. Administrative Agent Resale Fee	\$2,000 flat fee payable by Municipality for each sale unit when home gets listed for sale. <i>A fee of 3% of the resale price will be paid by the seller at the closing to CGP&H.</i>
3. Subordination Requests	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.
4. Direct Costs	Reimbursement for expenses. Not to exceed \$400 per contract year.
TOTAL PAID BY MUNICIPALITY	Not-to-exceed \$10,400 assuming no units are listed for sale.

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

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

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

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

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

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

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

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

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

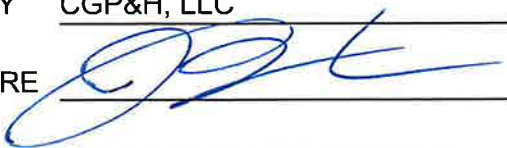
- Reimbursement for direct costs for large scale printing jobs; postage; affirmative marketing mailing, mailings to affordable housing homeowners; poster production; expedited mailings or messenger services, etc.

SCHEDULE B
N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

COMPANY	CGP&H, LLC
SIGNATURE	
TITLE	CHIEF EXECUTIVE OFFICER
DATE	12/8/2025

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AN EXCEPTION PURSUANT TO CHAPTER 267-4, NOISE EXCEPTIONS FOR
THE 2025 ROAD PROGRAM**

**Resolution #2026-56
1/22/26**

WHEREAS, Fiore Paving has been awarded the contract for 2025 Oceanport Road Program; and

WHEREAS, Fiore Paving has requested relief from the Borough's Noise Ordinance that prohibits outdoor construction between 10: pm and 8 am to provide continuity with its work force planning and to minimize project time impacts by modifying the anticipated work time from 7:00 am to 4:30 pm; and

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

WHEREAS, the Mayor and Council having reviewed the request and heard input from the public and surrounding neighbors have determined to limit the exception to allow work on weekdays to begin at 7:00 a.m. and with all other work complying with the Borough's Noise ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that Fiore Paving is hereby granted a limited exception to the Noise Ordinance in accordance with Chapter 267-4 to allow work on weekdays to begin at 7:00 a.m. and, all other work shall comply with the Borough's Noise ordinance for the duration of work related to the 2025 Oceanport Road Program.

BE IT FURTHER RESOLVED, that the Borough reserves the right to rescind this approval at any time.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-56 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE EXECUTION OF THE 2026 ANNUAL LETTER TO THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION, DIVISION OF AVIATION, FOR THE ENDORSEMENT OF THE
MONMOUTH PARK HELIPORT LOCATION SUBJECT TO CERTAIN CONDITIONS**

Resolution #2026-57
1/22/26

WHEREAS, the New Jersey Department of Transportation, Division of Aviation, has oversight of the Monmouth Park Racetrack heliport located in the parking lot on the southwest corner of the intersection of Port Au Peck Avenue and Oceanport Avenue; and

WHEREAS, Monmouth Park Racetrack is required to obtain an annual license granting authorization for use of the heliport; and

WHEREAS, the heliport site was selected and made subject to various conditions by then Commissioner Haley in a letter dated July 31, 1998 which are as follows:

1. Operation is restricted to the hours between official sunrise and sunset. Operations are to be conducted under VFR conditions.
2. Adequate policing shall be furnished to keep the public at a safe distance from the landing area.
3. No more than 10 flights will be utilized at this location on an annual basis. If the traffic increases beyond 10 flights per year, the endorsement will be withdrawn, and the Borough will seek the appropriate relief.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport that the Borough Administrator is hereby authorized to provide endorsement of the continued use of the heliport site subject to the conditions stipulated and agreed to by representatives of Monmouth Park Racetrack.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-57
approved by the Oceanport Borough Council at the
Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING KEVIN A. STOUT FOR
OCEANPORT FIRE DEPARTMENT MEMBERSHIP**

Resolution #2026-58

1/22/26

WHEREAS, Kevin A. Stout, Oceanport, NJ, has submitted a Membership Application to the Oceanport Port Au Peck Fire Company to join the Oceanport Fire Department; and

WHEREAS, the application has been approved and accepted by the Company membership, approved by the Fire Chief 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 Fire Department Membership Application of Kevin A. Stout is hereby approved.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026- 58 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary J. Grimes
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

December 9, 2025

To: James Gallo, Oceanport Fire Chief
Donna Phelps, Oceanport Borough Administrator

Reference: Kevin A. Stout, Fire Department 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 dark ink, appearing to be "G. J. Grimes", written over a horizontal line.

Gary J. Grimes
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENTS TO BOARDS AND COMMITTEES**

**Resolution #2026-59
1/22/26**

BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, that the following recommended appointments be made by the Mayor with advice and consent of Council:

FLOOD HAZARD MITIGATION and FLOOD PLAN MANAGEMENT COMMITTEE

James Whitson

1yr Term expiring 12/31/27

The **FLOOD HAZARD MITIGATION and FLOOD PLAN MANAGEMENT COMMITTEE** is now composed of the following members:

OEM Director Baldanza
Kevin Kubik
James Whitson

Chairman
1yr Term expiring 12/31/27
1yr Term expiring 12/31/27

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-59
approved by the Oceanport Borough Council at the
Regular Meeting held January 22, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE USE OF COMPETITIVE CONTRACTING FOR A TURF FIELD SPORTS
CONSULTANT FOR THE PERIOD JANUARY 1 THROUGH DECEMBER 31, 2026**

**Resolution #2026-60
1/22/2026**

WHEREAS, as of January 1, 2006, N.J.S.A. 19:44A-20.1 et. seq. commonly known as the "State Pay to Play" Law, enacted by the New Jersey State Legislature shall become effective; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20. et.seq., a municipality may not award a contract with a value in excess of \$17,500 to a business entity unless that business entity has filed a business disclosure and political contribution disclosure pursuant with P.L. 2023, c.20 that has made a contribution within one year of the date the contract is to be awarded that is reportable by the recipient under P.L. 2023, c.20 and P.L. 1973, c.83 (C.19.44A-1 et seq.) to a municipal political party committee in that municipality if a member of that party is serving in an elective public office when such a contract is awarded or to any candidate committee of any person who is serving in an elective public office of the municipality when such contract is awarded, unless the contract is awarded under a "fair and open process" pursuant to N.J.S.A. 19:44A-20.1 et. seq.; and

WHEREAS, the Borough of Oceanport is seeking qualified individuals and/or firms to serve as the Borough's Turf Field Sports Consultant for management of the Borough's turf fields at Maria Gatta Park,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that the use of competitive contracting for a Turf Field Sports Consultant is hereby authorized:

BE IT FURTHER RESOLVED, that the Purchasing Agent is authorized to prepare a Request for Qualifications for a Turf Field Sports Consultant and the Borough Clerk is directed to advertise pursuant to N.J.S.A. 19:44A-20.4, et.seq.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-60 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE APPOINTMENT OF STACEY LA BRUNO AS VIOLATIONS CLERK FOR THE COURT OFFICE**

Resolution #2026-61

1/22/26

WHEREAS, there is a need for a Violations Clerk in the Court Office to assist the Court Administrator with daily operations; and

WHEREAS, the Court Administrator and Borough Administrator have recommended that the position be filled by Stacey LaBruno

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that Stacey LaBruno is hereby appointed as a full-time Violations Clerk to the Court Office effective February 9, 2025, at an annual salary of \$45,000 in accordance with the Salary Ordinance. as follows:

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

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-61 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PRICING AGREEMENTS FOR SNOW REMOVAL**

**Resolution-2026-62
1/22/26**

WHEREAS, there is a need to secure outside vendors to provide additional service for snow removal; and

WHEREAS, the Borough Council wishes to authorize the Mayor and Borough Administrator to execute said contract at a cost not to exceed \$15,000.00.

NOW THEREFORE BE IT RESOLVED, that Borough Council of the Borough of Oceanport authorizes the Borough Administrator and Borough Engineer to execute said contract pricing agreements for snow removal subject to review by the Borough Attorney.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-62 approved by the Oceanport Borough Council at the Regular Meeting held January 22, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

Proposal

Page No. _____ of _____ Pages

4 FIORE COURT
OCEANPORT, NJ 07757
PHONE: (732) 870-3432
FAX: (732) 870-6241



- FREE ESTIMATES
- FULLY INSURED
- ALL TYPES OF PAVING
- UTILITY REPAIRS
- MILLING RENTALS

PROPOSAL SUBMITTED TO: Borough of Oceanport	PHONE	DATE January 22, 2026
STREET Attn: Steve Briskey 910 Oceanport Way	JOB NAME Emergency Equipment Rental	
CITY, STATE and ZIP CODE Oceanport, NJ 07757	JOB LOCATION	

We hereby submit specifications and estimates for:

1. Big Loader, 5 YD Bucket @ \$450.00 per hour.
2. Backhoe, 1.5 YD Bucket @ \$300.00 per hour.
3. Skid Steer, 1 YD Bucket @ \$250.00 per hour.

Note:

A minimum of (8) hours shall apply for all equipment that is requested.

NOT RESPONSIBLE for any unforeseen difficulties. Not responsible for damages at the work site including Concrete Aprons, Sidewalks, Existing Driveways, Sprinkler Heads & Lines, Underground Wiring including Invisible Dog Fences. Backfilling / Landscaping behind curbs and driveways is the owners responsibility. **NO GUARANTEE** for Tire Markings, Spike Heels, Vegetation, Kick Stands. **NOTE: HOMEOWNER/OWNER IS RESPONSIBLE FOR ANY PERMITS IF NEEDED.**

IF THIS CONTRACT MEETS WITH YOUR APPROVAL,
PLEASE SIGN AND RETURN ONE COPY.

TOTAL

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____).

Payment to be made as follows:

Completion of job.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. ONE YEAR GUARANTEE, on work that is paid in full upon completion of job.

Authorized
Signature

VINCENT FIORE, ROBERT FIORE, JOE FIORE, FRANKIE SALAMONE

Note: This proposal may be
withdrawn by us if not accepted within thirty (30) days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any expenses incurred due to late or non-payment shall be consumer's responsibility, including but not limited to reasonable attorney fees and cost. Fiore Paving reserves the right to remove any materials installed deemed unsatisfactory.

Signature

Signature

Date of Acceptance

Date of Acceptance

INVOICES OVER 30 DAYS WILL BE SUBJECT TO A SERVICE CHARGE OF 1 1/2 % PER MONTH (18% ANNUAL PERCENTAGE RATE)

**BOROUGH OF OCEANPORT
ORDINANCE NO: 1118**

**ORDINANCE REDUCING SPEED LIMIT OF PORT-AU-PECK AVENUE FROM 40
MPH TO 25 MPH BETWEEN BRANCHPORT AVENUE AND MRYTLE AVENUE**

WHEREAS, the Borough of Oceanport (the “Borough”) has established speed limits for certain streets or parts of streets within the Borough through the adoption of § 64-24 and Schedule XIX (§ 64-51) of the Borough Code, including speed limits for Port-Au-Peck Avenue; and

WHEREAS, the speed limit along Port-Au-Peck Avenue between Branchport Avenue (CR 29) and Myrtle Avenue (CR 29A) is currently 40 miles per hour; and

WHEREAS, the Borough commissioned a Speed & Safety Investigation dated October 31, 2025, by Colliers Engineering & Design (“Colliers”), to assess the need to lower the speed limit along Port-Au-Peck Avenue between Branchport Avenue (CR 29) and Myrtle Avenue (CR 29A) within the Borough; and

WHEREAS, based on its engineering study, New Jersey State laws, and Manual on Traffic Control Devices (“MUTCD”) guidelines, Colliers recommended the speed limit along Port-Au-Peck Avenue between Branchport Avenue (CR 29) and Myrtle Avenue (CR 29A) be reduced from 40 miles per hour to 25 miles per hour; and

WHEREAS, pursuant to numerous statutory schemes, including but not limited to N.J.S.A. 39:4-197, N.J.S.A. 39:4-8, and MUTCD § 2B.21, the Borough is authorized to lower the speed limit on the relevant part of Port-Au-Peck Avenue; and

WHEREAS, the Borough Council believes that for reasons of it is in the best interest of the Borough for reasons of public safety and welfare to reduce the speed limit along Port-Au-Peck Avenue between Branchport Avenue (CR 29) and Myrtle Avenue (CR 29A) from 40 miles per hour to 25 miles per hour.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Oceanport, County of Monmouth State of New Jersey that Chapter 64 of the Borough Code, Article XI “Speed Limits”, Section 64-24 “Speed Limits for Certain Streets Designated”, and Section 64-51 Schedule XIX “Speed Limits” is hereby amended as follows:

<u>Name of Street</u>	<u>Speed Limit</u>	<u>Location</u>
Port Au Peck Avenue	25 mph	Between Branchport Avenue and Myrtle Avenue

BE IT FURTHER ORDAINED that all signs, posts, or other necessary materials be installed and paid for by the Borough. All signing shall conform to the current Manual on Uniform Traffic Control Devices, pursuant to N.J.S.A. 39:4-198 and N.J.S.A. 39:4-183.27.

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provisions so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective; and

BE IT FURTHER ORDAINED that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

BE IT FURTHER ORDAINED that a copy of this ordinance be provided to the Chief of Police the Borough Engineer, Borough Administrator, and the New Jersey State Commissioner of Transportation.

APPROVED ON FIRST READING

DATED:

STEPHANIE KRAMER
Acting Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED:

STEPHANIE KRAMER
Acting Clerk of the Borough of Oceanport

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____
THOMAS J. TVRDIK
Mayor