



BOROUGH OF OCEANPORT MAYOR & COUNCIL

WORKSHOP • AGENDA

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

APRIL 9, 2026 at 7:00 PM

1. **Meeting Called 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, 2026 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. **Administrator's Report**
6. **Discussion**

Petition from Burntmill Circle Residents about Possible Street Closure

Planting Recommendation from Shade Tree Committee - Councilwoman Cooper

7. **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.
8. **Action Items - Consent Agenda**
 - Resolution #2026-120 - Payment of Bills**
 - Resolution #2026-121 - Authorizing a Special Event Permit Monmouth Medical 5k**
 - Resolution #2026-122 - Accepting the Resignation of Analis Nunez**
 - Resolution #2026-123 - Authorizing Execution of an MOU with NJ Motor Vehicle Commission**
 - Resolution #2026-124 - Authorizing Sales Tax Certificate 123 Pemberton Ave**

Resolution #2026-125 - Authorizing Mayor to Execute Contract for Land Acquisition for Open Space Preservation

Resolution #2026-126 - Authorizing Mayor to Execute a Project Agreement with Monmouth County for Preservation of Real Property Elkwood Ave

Resolution #2026-127 - Promoting Gianna Tafuri to Court Administrator

9. First Reading Ordinance

Ordinance #1123 - Authorizing the Borough to Purchase Block 99 Lot 1 for Open Space Preservation Purposes

10. New Business

11. Mayor Tvrdik's Report

12. Public Comments

13. Adjournment

Planting Recommendation from Shade Tree Committee
April 1, 2026

Budget: \$5,000

Funding: Project will be paid for by private donation. Money is in Shade Tree Trust

Timing: Spring, 2026

Landscaper: Shoreview Landscaping, Pat Joyce

Estimate: \$4900 (See attached)

Scope of Project:

7 Shade Trees (exact type based on availability) such as Maple, London Plane or Oak about 2-2.5 inches in diameter will be planted on the Eastern and Southern Side of the tennis courts. Estimated 5 on the Eastern side and 2 on the Southern side. All trees will be about 25 to 30 feet from the tennis courts to avoid any damage to the courts. Trees will be mulched, staked, deer protected and include a water bag during planting. Shoreview will do call outs for gas and any other utilities.

Location:

The Community Center location was agreed upon based on feedback from our committee members. While we know and understand many locations throughout the town would love more trees, this is just the start. Many years back, all trees around the tennis courts were removed. Residents were told trees were going to be replaced. To date, no trees have been replanted. Additionally, in years to come, the trees can provide shade for campers, people sitting on benches and others enjoying the park.

Attached is the estimate for work to be done and photos of the Eastern and Southern side of the tennis courts.

Shade Tree Committee

Krista Newbert

Toni Sverapa

James Whitson

Meg Walker

Colette Tabor

Patty Cooper - Council Liaison

Shoreview Landscapes

\$4,900.00

Review and approve

Powered by QuickBooks

Dear Krista Newbert,

Please review the estimate below.

Feel free to contact us if you have any questions.

We look forward to working with you.

Thanks for your business!

Shoreview Landscapes

Shoreview Landscapes

96 Locust Ave West Long Branch, NJ
07764-1656 USA

40000078784





**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF
BILL LIST FOR April 9, 2026**

**Resolution #2026-120
4/9/2026**

WHEREAS, the Governing Body has considered the payment of said bills as set forth at its public meeting of April 9, 2026.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for **\$2,692,502.67**

CERTIFICATION OF FUNDS

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

CATHERINE D. LaPORTA, CFO

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 #2026-120 approved by the Oceanport Borough Council at the Regular Meeting held April 9, 2026

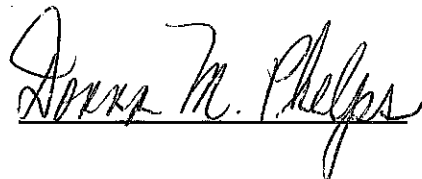
STEPHANIE KRAMER
ACTING BOROUGH CLERK

**BOROUGH OF OCEANPORT
BILL LIST**

9-Apr-26

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$224,552.53 PR #7
GRANT FUND	\$100,638.66
CAPITAL	\$0.00
DOG REGISTRY TOTAL	\$491.00
OPEN SPACE TRUST TOTAL	\$6,245.00
SUI	\$184.10
UCC TRUST	\$37,109.35
TRUST OTHER TOTAL	\$4,538.03
ESCROW TRUST TOTAL	\$2,375.00
NON BUDGETARY	\$1,321,466.99
2025 VOUCHERS PAID THIS MEETING	\$19,775.02
2026 VOUCHERS PAID THIS MEETING	\$975,126.99
TOTAL	\$2,692,502.67

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



List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
Current Fund			
2123 - A. B. KURRE CONSTRUCTION, INC	PO 22731 NICODEMUS AVE PARTIAL PAY NO 3	99,280.86	99,280.86
1007 - ACTION UNIFORMS, LLC	PO 22306 Action Uniform 2-3-26 #63	310.00	
	PO 22370 WEIR UNIFORM	330.00	640.00
1012 - ALL HANDS FIRE EQUIPMENT, LLC	PO 21489 FIRE EQUIPMENT- EST	9,915.85	9,915.85
1829 - ALLIANT - AGENCY BILL	PO 22747 2026-27 ACCIDENT POLICY	1,608.00	1,608.00
1023 - ATLANTIC PRINTING&GRAPHICS LLC	PO 22631 Atlantic Printing 3-16 #50 #40 #48	141.50	
	PO 22654 Atlantic Printing 3-6 #42 & MVA Cards	107.00	248.50
2012 - ATLANTIC SECURITY & FIRE, INC	PO 22546 ACCESS CONTROL MONITORING -04/01/2026-06	96.00	96.00
2412 - BUYBIZSUPPLIES	PO 22643 CONFERENCE TABLE	554.96	554.96
1047 - CENTRAL JERSEY HEALTH INSURANC	PO 22784 HEALTH / DENTAL INSURANCE - MAY 2026	111,072.00	111,072.00
1987 - CINTAS CORPORATION NO 2	PO 22467 MONTHLY RUG CLEANING POLICE + BOROUGH HA	332.52	332.52
2197 - CRESTON HYDRAULICS, INC.	PO 22628 ESTIMATE TO REPAIR CR7 PISTON CYLINDER	495.95	
	PO 22650 REPAIR ESTIMATE 00026188	532.95	1,028.90
2102 - DCH FORD OF EATONTOWN	PO 22629 Ford 3-17 Unit 8 Service & Misc items fi	1,298.08	
	PO 22658 Ford 2-18 Unit 3 Service	81.10	
	PO 22659 Ford 2-27 Unit 4 Brakes and Rotors	1,720.50	
	PO 22695 Ford Unit 03-18 Unit 10 - Service. Rear	795.58	3,895.26
2002 - DEPTCOR	PO 22191 NOTE PADS	115.00	115.00
1085 - EAGLE POINT GUN	PO 22656 Eagle Point Gun 3-9 Ammunition	2,070.00	2,070.00
1767 - EVERON, LLC (90-0008456)	PO 22690 FIRE MONITORING - 3/30/26-3/27/26	74.25	
	PO 22702 PD FIRE INSPECTION SERVICE CALL	760.50	834.75
1105 - FIREFIGHTER ONE LLC	PO 22133 Annual SCBA Flow Testing	1,000.00	1,000.00
2190 - FIS ON SITE SERVICE LLC	PO 20990 LADDER REPAIRS	2,908.29	
	PO 21807 REPLACE PRESSURE SENSOR	1,395.49	4,303.78
1941 - GOTO TECHNOLOGIES USA, INC	PO 22739 MONTHLY SERVICES - 3/21/26-4/20/26	199.00	199.00
1131 - GRAINGER (ACCT #831466131	PO 22424 BASE FOR RADIO CHARGER	29.27	
	PO 22698 FIRE EQUIPMENT	341.04	370.31
1153 - JERSEY CENTRAL POWER & LIGHT	PO 22721 200-00-957-007 - 12/19/25-1/19/26	5,899.87	5,899.87
2416 - JOHN DESIDER	PO 22577 REFUND OVERPAYMENT	1,271.72	1,271.72
1499 - KEVIN E KENNEDY, ESQ	PO 22766 PB Legal - General Services	1,740.00	
	PO 22767 PB - MEETING FILE JANUARY	500.00	
	PO 22768 PB Legal - General Services	1,260.00	3,500.00
1814 - LEAF	PO 22735 COPIERS	265.38	265.38
2011 - MAZZA MULCH, INC	PO 21825 BLANKET 21749 DRAWDOWN FOR LEAF DISPOSAL	1,742.00	1,742.00
1929 - MCFPPA	PO 22116 GRIFFIN 2026 MEMBERSHIP	30.00	30.00
2368 - MES SERVICE COMPANY, LLC	PO 21390 POINT BLANK VEST	1,357.80	1,357.80
1218 - MONMOUTH COUNTY POLICE ACADEMY	PO 22753 Matron Training MCPA 3-26 #201	50.00	50.00
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 22566 SALT- PUBLIC WORKS- DECEMBER 24, 26 2025	2,892.50	
	PO 22668 SALT	2,639.08	
	PO 22669 BRINE	134.30	
	PO 22670 SALT	673.40	
	PO 22671 SALT	1,350.63	7,689.91
1222 - MONMOUTH COUNTY TREASURER	PO 22783 PILOT PAYMENT-4TH QTR OF 2025	4,186.72	4,186.72
1248 - NJ LEAGUE OF MUNICIPALITIES	PO 22458 ADS- RFP CLEANING	260.00	260.00
1251 - NJ NATURAL GAS CO	PO 22722 21 MAIN - 2/13/26-3/19/26	1,282.45	
	PO 22723 21 MAIN - 1/14/26-2/13/26	1,848.31	
	PO 22724 930 OCEANPORT WAY -1/15/26-2/17/26	2,833.60	
	PO 22725 910 OCEANPORT WAY - 1/15/26-2/17/26	2,506.57	8,470.93
1261 - OCEANPORT BOARD OF EDUCATION	PO 22751 APRIL 2026 TAX REMITTANCE	987,033.41	987,033.41
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 22743 GENERAL LEGAL -FEBRUARY 2025	3,855.85	3,855.85
1700 - PAULA LOMBARDO	PO 22578 SUPPLIES	52.98	52.98
1280 - POLICE/FIREMEN RETIREMENT SYS	PO 22716 PFRS PAYMENT 2026	631,171.00	631,171.00
1938 - PRIMEPOINT, LLC	PO 22736 PAYROLL SERVICES- 2/28/26-3/27/26	698.25	698.25
2039 - PRO CAP 8, LLC	PO 22742 CERTIFICATE 25-00010 RESOLUTION #	1,535.14	1,535.14
1288 - PUBLIC EMPLOYEES RETIREMENT	PO 22717 PERS PAYMENT 2026	175,960.00	175,960.00
1320 - SHORE BUSINESS SOLUTIONS,INC	PO 22693 COPIER - ADMIN	69.91	
	PO 22705 COPIER - ADMIN	13.74	
	PO 22748 CONTRACT USAGE- COURT	12.60	96.25
1322 - SHORE REGIONAL BOARD OF ED	PO 22726 2026 STUDENT TRANSPORT - APRIL 2026	5,275.85	
	PO 22727 2026 STUDENT TRANSPORT - MARCH 2026	4,742.09	10,017.94

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
1323 - SHORE REGIONAL HIGH SCHOOL	PO 22750 APRIL 2026 TAX & DEBT SERVICE	327,440.00	327,440.00
1500 - SHUPPER-BRICKLE EQUIPMENT CO	PO 22313 ANNUAL OSHA INSPECTION OF 2 HOISTS AT PU	990.00	990.00
1326 - SIPS PAINT & HARDWARE	PO 22672 SUPPLIES	187.27	187.27
1412 - STRYKER FLEX FINANCIAL	PO 22291 FIRST AID SUPPLIES	376.28	376.28
2340 - TED HALL LOCKSMITH	PO 22663 REPAIR CODE ENFORCEMENT + MAYOR OFFICE D	165.00	165.00
1348 - THE HOME DEPOT CREDIT SERVICES	PO 22774 SUPPLIES	74.37	
	PO 22775 SUPPLIES	65.28	
	PO 22776 SUPPLIES	59.92	199.57
2268 - VAN WICKLE AUTO SUPPLY, INC	PO 22220 SUPPLIES	497.67	
	PO 22513 REPAIRS	236.70	
	PO 22514 SUPPLIES	93.22	
	PO 22680 SUPPLIES	295.19	1,122.78
1387 - VERIZON	PO 22691 LIBRARY PHONE -3/7/26-4/6/26	304.57	
	PO 22703 910 OCEANPORT WAY FIRE MONITORING -3/12/	180.97	
	PO 22704 910 OCEANPORT WAY INTERNET - 3/13/26-4/1	168.19	
	PO 22720 POLICE FIOS - 3/24/26-4/23/26	295.01	948.74
1392 - W.B. MASON CO, INC	PO 22517 SUPPLIES - ADMIN,FINANCE ,BLDG, CLERK, DP	125.03	
	PO 22694 FIRE SUPPLIES	166.15	291.18
2390 - Walter R. Earle Burlington Inc	PO 22247 COLD PATCH	2,576.00	2,576.00
DOG TRUST FUND			
1445 - Monmouth County SPCA	PO 22584 ANIMAL CONTROL SERVICES - FEBRUARY 2026	491.00	491.00
OPEN SPACE TRUST			
2121 - EZ DOCKS UNLIMITED, LLC	PO 22575 REPLACE BROKEN DOCK AT BOAT RAMP	3,395.00	3,395.00
1245 - NJ AMERICAN WATER CO	PO 22749 IRRIGATION SERVICES	2,850.00	2,850.00
SUI Trust			
1330 - STATE OF NEW JERSEY	PO 22782 REIMBURSEMENT CHARGE	184.10	184.10
UCC Trust			
2410 - ALL AMERICAN FORD OF PARAMUS	PO 22502 2025 FORD MAVERICK FOR UCC	32,679.30	32,679.30
1658 - AMAZON CAPITAL SERVICES, INC	PO 22505 SUPPLIES FOR UCC	218.31	218.31
2423 - ANTHONY MONTAGNA	PO 22732 REIMBURSEMENT - DMV REGISTRATION	60.00	
	PO 22733 REIMBURSEMENT - MEALS NJBOA	60.00	120.00
2102 - DCH FORD OF EATONTOWN	PO 22529 UCC VEHICLE MAINTENANCE	353.00	353.00
1649 - INTRON TECHNOLOGY, LLC	PO 22460 EQUIPMENT FOR UCC	3,060.43	
	PO 22498 RAM BUILDING DEPT	49.99	3,110.42
1814 - LEAF	PO 22735 COPIERS	265.38	265.38
2424 - MICHAEL HORTON	PO 22728 REIMBURSEMENT - MEMBERSHIP DUES	107.12	107.12
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 22706 CONSTRUCTION - TONER CARTRIDGES	122.36	122.36
1392 - W.B. MASON CO, INC	PO 22517 SUPPLIES - ADMIN,FINANCE ,BLDG, CLERK, DP	133.46	133.46
OTHER TRUST			
2032 - KEVIN MORIARTY	PO 22549 PUBLIC DEFENDER	200.00	200.00
2039 - PRO CAP 8, LLC	PO 22740 CERTIFICATE 25-00002 RESOLUTION #	3,578.74	
	PO 22741 CERTIFICATE 25-00001 RESOLUTION #	759.29	4,338.03
DEVELOPERS ESCROW TRUST			
1720 - CGP&H	PO 22638 ADM AGENT FOR AFFORDAGLE HOUSING - FEBR	445.50	445.50
1807 - COLLIERS ENGINEERING & DESIGN	PO 22432 PB Engineering - STUTZ	150.00	150.00
1499 - KEVIN E KENNEDY, ESQ	PO 22769 PB LEGAL- GLAICAR	60.00	60.00
1200 - McMANIMON*SCOTLAND*BAUMANN LLC	PO 22548 NETFLIX- 2/27/26	39.50	39.50
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 22744 AFFORDABLE HOUSING COUNCIL	1,680.00	1,680.00
TOTAL			2,467,950.14

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING	0.00			2,316,369.00

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-192-09-000-008	SEN CIT HOUSING IN LIEU OF TAX			4,186.72	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	684.55			
01-201-20-120-200	MUNICIPAL CLERK OE	246.37			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	700.39			
01-201-20-155-200	LEGAL SERVICES OE	3,855.85			
01-201-21-180-200	PLANNING BOARD OE	3,500.00			
01-201-23-210-200-1	GENERAL LIABILITY	1,608.00			
01-201-23-210-202	HEALTH	106,213.00			
01-201-23-210-203	DENTAL	4,859.00			
01-201-25-240-200	POLICE OE	6,573.76			
01-201-25-260-200	FIRST AID ORGANIZATION OE	376.28			
01-201-25-265-200	FIRE DEPARTMENT OE	1,536.46			
01-201-25-265-400	FIRE BUREAU OE	30.00			
01-201-26-300-271	REPAIRS	1,027.84			
01-201-26-300-277	BITUMINOUS CONCRETE	2,576.00			
01-201-26-300-282	SALT & SAND	4,797.41			
01-201-26-300-289	STREETS & ROADS OFFICE SUPPLIES	115.00			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	1,274.32			
01-201-26-310-252	REPAIRS & EQUIPMENT	2,618.70			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	52.98			
01-201-29-405-200	TRANS OF HS STUDENTS OE	10,017.94			
01-201-31-430-203	TELEPHONE/INTERNET	948.74			
01-201-31-430-205	NATURAL GAS	8,470.93			
01-201-31-430-207	STREET LIGHTING	5,899.87			
01-201-36-471-200	P.E.R.S. OE	175,960.00			
01-201-36-475-200	P & F RETIREMENT SYSTEM OE	631,171.00			
01-201-43-490-200	MUNICIPAL COURT OE	12.60			
01-203-25-240-200	(2025) POLICE OE		330.00		
01-203-25-260-205	(2025) VEHICLE MAINTENANCE		1,395.49		
01-203-25-265-209	(2025) REPAIRS & MAINTENANCE		2,908.29		
01-203-26-300-271	(2025) REPAIRS		93.22		
01-203-26-300-273	(2025) SUPPLIES		497.67		
01-203-26-300-282	(2025) SALT & SAND		2,892.50		
01-203-26-300-284	(2025) STREET SWEEPING		1,742.00		
01-203-44-900-903	(2025) PUBLIC SAFETY VEHICLES		9,915.85		
01-205-55-000-004	TAX OVERPAYMENTS			1,271.72	
01-206-55-000-046	REGIONAL SCHOOL TAX			327,440.00	
01-207-55-000-045	LOCAL SCHOOL TAX			987,033.41	
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			1,535.14	
TOTALS FOR	Current Fund	975,126.99	19,775.02	1,321,466.99	2,316,369.00
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	100,638.66
02-213-40-700-035	BODY ARMOR			1,357.80	
02-213-40-700-076	FEMRA - NICODEMUS AVE			99,280.86	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	100,638.66	100,638.66
05-101-00-100-011	CASH - TD			0.00	491.00
05-270-00-500-020	RESERVE FOR EXPENDITURES			491.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	491.00	491.00
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	6,245.00
06-270-00-500-020	RESERVE FOR OPEN SPACE			6,245.00	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	6,245.00	6,245.00
14-101-01-100-101	Cash SUI Trust			0.00	184.10
14-270-55-600-155	Reserve for SUI			184.10	
TOTALS FOR	SUI Trust	0.00	0.00	184.10	184.10

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
18-101-01-100-101	CASH UCC TRUST			0.00	37,109.35
18-270-55-600	RESERVE FOR UCC TRUST			37,109.35	
TOTALS FOR	UCC Trust	0.00	0.00	37,109.35	37,109.35
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	4,538.03
60-270-55-600-175	RESERVE FOR PUBLIC DEFENDER			200.00	
60-270-55-600-208	RES TAX SALE PREMIUMS			4,338.03	
TOTALS FOR	OTHER TRUST	0.00	0.00	4,538.03	4,538.03
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	2,375.00
61-270-55-600-205	RES. FOR DEV.ESCROW			2,375.00	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	2,375.00	2,375.00

Total to be paid from Fund 01 Current Fund	2,316,369.00
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	100,638.66
Total to be paid from Fund 05 DOG TRUST FUND	491.00
Total to be paid from Fund 06 OPEN SPACE TRUST	6,245.00
Total to be paid from Fund 14 SUI Trust	184.10
Total to be paid from Fund 18 UCC Trust	37,109.35
Total to be paid from Fund 60 OTHER TRUST	4,538.03
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	2,375.00
	<hr/>
	2,467,950.14

Pending Payments (*Not Finalized*)

All Funds

Month of April

From 04/01/2026 to 04/30/2026 With a Line Amount > 10000

Date	ENTRY	ACCOUNT	PO	Check #	VENDOR/DESCRIPTION	DEBIT	CREDIT	CR ACCOUNT
04/02/2026	74850	18-270-55-600-213	22502		2025 FORD MAVERICK	32,679.30		
						<u>32,679.30</u>	-	
04/02/2026	22502		22502		ALL AMERICAN FORD OF PARAMUS		32,679.30	18-101-01-100-101
						-	<u>32,679.30</u>	
04/02/2026	75648	02-213-40-700-076	22731		NICODEMUS AVE PARTIAL PAY NO 3	99,280.86		
						<u>99,280.86</u>	-	
04/02/2026	22731		22731		A. B. KURRE CONSTRUCTION, INC		99,280.86	02-160-05-000-001
						-	<u>99,280.86</u>	
04/02/2026	75691	01-201-23-210-202	22784		HEALTH	106,213.00		
						<u>106,213.00</u>	-	
04/02/2026	75692	01-201-23-210-203	22784		DENTAL	4,859.00		
						<u>4,859.00</u>	-	
04/02/2026	22784		22784		CENTRAL JERSEY HEALTH INSURANC		111,072.00	01-101-01-000-011
						-	<u>111,072.00</u>	
04/02/2026	75602	01-207-55-000-045	22751		APRIL 2026 TAX REMITTANCE	987,033.41		
						<u>987,033.41</u>	-	
04/02/2026	22751		22751		OCEANPORT BOARD OF EDUCATION		987,033.41	01-101-01-000-011
						-	<u>987,033.41</u>	
04/02/2026	75690	01-201-36-475-201	22716		POLICE & FIREMEN'S RETIREMENT SYSTEM	631,171.00		
						<u>631,171.00</u>	-	
04/02/2026	22716		22716		POLICE/FIREMEN RETIREMENT SYS		631,171.00	01-101-01-000-011
						-	<u>631,171.00</u>	
04/02/2026	75689	01-201-36-471-202	22717		PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	175,960.00		
						<u>175,960.00</u>	-	
04/02/2026	22717		22717		PUBLIC EMPLOYEES RETIREMENT		175,960.00	01-101-01-000-011
						-	<u>175,960.00</u>	
04/02/2026	75603	01-206-55-000-046	22750		APRIL 2026 TAX REMITTANCE	327,440.00		
						<u>327,440.00</u>	-	
04/02/2026	22750		22750		SHORE REGIONAL HIGH SCHOOL		327,440.00	01-101-01-000-011
						-	<u>327,440.00</u>	
						<u>2,364,636.57</u>	<u>2,364,636.57</u>	

Range Total

Totals by Account for Range

ACCOUNT	ACCOUNT TITLE	LY		
		BUDGET	CY BUDGET	NON BUDGET PENDING CR
01-101-01-000-011	CASH OPERATING			2,232,676.41
02-160-05-000-001	DUE TO/FROM CURRENT FUND			99,280.86
18-101-01-100-101	CASH UCC TRUST			32,679.30
01-201-23-210-202	HEALTH		106,213.00	
01-201-23-210-203	DENTAL		4,859.00	
01-201-36-471-202	PERS		175,960.00	
01-201-36-475-201	P & F RETIREMENT SYSTEM		631,171.00	
01-206-55-000-046	REGIONAL SCHOOL TAX			327,440.00
01-207-55-000-045	LOCAL SCHOOL TAX			987,033.41
02-213-40-700-076	FMERA - NICODEMUS AVE			99,280.86
18-270-55-600-213	VEHICLE PURCHASE			32,679.30
Totals			918,203.00	1,446,433.57 2,364,636.57

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT FOR MONMOUTH MEDICAL 5K RUN –
JUNE 7, 2026, FORT MONMOUTH WITHIN THE BOROUGH OF OCEANPORT**

**Resolution #2026-121
04/09/2026**

WHEREAS, Monmouth Medical made application for a Special Events Permit to hold a 5K run that will impact portions of Borough roadways; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that the Borough Clerk is hereby authorized to issue a Special Events Permit to Monmouth Medical in accordance with the application made and recommendation by the Traffic Safety Unit.

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 #2026-121 approved by the Oceanport Borough Council at the Regular Meeting held April 9, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary J. Grimes
Chief of Police

Gregory Lauretta
Captain

Michael R. Fagliarone
Lieutenant



POLICE DEPARTMENT
930 OCEANPORT WAY, OCEANPORT, NEW JERSEY 07757

732.222.6300
Main

732.222.6301 ext 3015
Records

732.222.0945
Fax

March 23rd, 2026

Mayor Thomas Tvrdik
Oceanport Borough Council Members
Borough of Oceanport
910 Oceanport Way
Oceanport, N.J. 07757

Re: Special Permit Application-Monmouth Medical 5K Run-June 7th, 2026, Fort Monmouth.

Dear Mayor Tvrdik,

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the Monmouth Medical 5K Run to be held on June 7th, 2026, in Fort Monmouth. The event titled, Big Steps for Little Feet, is a 1-day event beginning at 930am on Brewer Ave on Fort Monmouth. The run route will encompass 6 roads: Brewer, Saltzman, Sanger, Sherill, Malterer, and Alexander. The event is being organized and managed by Beacon Events LLC on behalf of Monmouth Medical Center Foundation.

The event coordinator has been working with our Traffic Safety Officers, OEM, FMERA, and the Borough regarding fees for roadway closures, event insurance, logistics, safety, and security as well as other necessary event planning requirements. It should be noted we worked with Beacon Events in October for the Skeleton 5K race, and the event went off without any issues. All aspects of this race will be the same as the previous one.

There will be four (4) Officers utilized for traffic control and County EMS will be staged at the event. There will be scheduled roadway closures and detours during the event. Notifications will be made to residents, business owners, and motorists of those closures through printed and social media outlets as well as a reverse 911 system notification.

I am recommending that the Mayor and Council approve the application.

A handwritten signature in blue ink, appearing to read "Gary J. Grimes".

Gary J. Grimes
Chief of Police
Oceanport Police Department

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ACCEPTING THE RESIGNATION OF ANALIS NUNEZ**

**Resolution #2026-122
4/09/2026**

WHEREAS, Analis Nunez has tendered her resignation to the Mayor and Council of the Borough of Oceanport from the position of Records Administrator, effective April 10, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the resignation of Analis Nunez 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 #2026-122 approved by the Oceanport Borough Council at the Regular Meeting held April 9, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

Analís Nunez
178 First St.
Perth Amboy NJ 08861

March 30, 2026

Gary Grimes, Oceanport Chief of Police
C/O The Oceanport Police Department and Oceanport Borough
930 Oceanport Way
Oceanport, NJ 07757

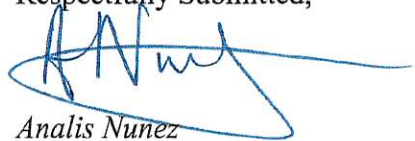
RE: Resignation Letter of Analís Nunez

Dear Gary,

I am writing to notify you that I am resigning from my position. My last day of employment is *April 10, 2026*.

I appreciate and thank you for giving me the opportunity of working for the *Oceanport Police Department and Oceanport Borough*.

Respectfully Submitted,



Analís Nunez

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH
THE NEW JERSEY MOTOR VEHICLE COMMISSION FOR LIMITED ONLINE ACCESS
PROGRAM**

**Resolution #2026-123
04/9/2026**

WHEREAS, the Borough of Oceanport routinely checks motor vehicle records pursuant with various personnel policies; and

WHEREAS, the New Jersey Motor Vehicle Commission has established a Limited Online Access Program the provide certain information contained in its database to business or public entities that demonstrate a beneficial interest and legitimate business use of the database information; and

WHEREAS, in order to participate in the Limited Online Access Program, the Borough must adhere to various protocols established by a Memorandum of Understanding agreement with the New Jersey Motor Vehicle Commission,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that the Mayor is hereby authorized to execute a Memorandum of Understanding with the New Jersey Motor Vehicle Commission for participation in the Limited Online Access Program.

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 #2026-123 approved by the Oceanport Borough Council at the Regular Meeting held April 9, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

LIMITED ONLINE ACCESS PROGRAM

MEMORANDUM OF UNDERSTANDING

BETWEEN

NEW JERSEY MOTOR VEHICLE COMMISSION

AND

BOROUGH OF OCEANPORT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the New Jersey Motor Vehicle Commission, (hereinafter known as the “Commission” or the “MVC”), acting through the Chief Administrator, located at 225 East State Street, Trenton, New Jersey 08666 and BOROUGH OF OCEANPORT located at 910 OCEANPORT WAY, OCEANPORT, NJ 07757 hereinafter referred to as the “Program Participant” or collectively as “the Parties.”

WHEREAS, the Commission makes, maintains or keeps on file as required by law certain driver license, vehicle, and vessel records of individuals licensed and vehicles and vessels registered in this State; and

WHEREAS, the Commission also maintains, as an administrative convenience, a computer record of the aforementioned records, hereinafter called the "database"; and

WHEREAS, the database and the information contained in it do not constitute public records and the information in the database is not required to be released under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 *et seq.*, but may be released at the discretion of the Commission in such manner as may be determined by the Commission to be administratively appropriate and in accordance with applicable laws and regulations; and

WHEREAS, the Program Participant has requested from the MVC Driver History and is within the guidelines of permitted uses according to the federal and New Jersey Drivers’ Privacy Protection Act, 18 U.S.C. 2721 to 2725, and N.J.S.A. 39:2-3.3 to 3.6 (“Federal DPPA” and “New Jersey DPPA”), respectively; and

WHEREAS, the Commission in its discretion has established a Limited Online Access Program, hereinafter called the "Online Program" or “LOAP,” to provide certain information contained in the database, via electronic communications, to businesses or public entities that demonstrate a beneficial interest in and legitimate business use of the database information; and

WHEREAS, the Program Participant, in its application for participation in the Online Program, has demonstrated a beneficial interest in and legitimate business use of the database information; and

WHEREAS the Program Participant will not be redisclosing or reselling the information provided by the Commission to any third-parties or end users; and

WHEREAS the provision of such information via electronic communications to the Program Participant is consistent with the laws of the State and with the Commission's policy to balance the needs of the business community with the privacy needs of the public when providing information from the Commission’s database.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED by and between the Commission and the Program Participant that for and in mutual consideration of the covenants herein and pursuant to all federal and State laws and regulations:

A. GENERAL PROVISIONS

1. The WHEREAS clauses of this MOU are incorporated into this paragraph as though set forth verbatim.

2. The attached "Application for Online Access to Motor Vehicle Records," signed by the authorized representative of the Program Participant on **3/11/2026** containing the handwritten notations and initials of the authorized representative of the MVC's Business and Government Services, hereinafter referred to as the "Application," is incorporated in and specifically made a part of this MOU.

3. The Program Participant certifies that all statements made and information provided in the Application are true to the best of its knowledge.

4. If any of the information contained in the Application changes during the course of this MOU, the Program Participant shall notify the Commission (MVC, Business and Government Services, PO Box 122, Trenton, NJ 08666-0122) within ten (10) days of such changes, in writing.

5. The Program Participant, including each of its employees, shall use the information provided by the Commission pursuant to this MOU only for the purposes explicitly set forth by the Program Participant that have been accepted by the authorized representative of the Commission, hereinafter referred to as "the Permitted Purposes."

***Personal information** means information that identifies an individual, including an individual's photograph; social security number; driver identification number; name; address other than the five-digit zip code; telephone number; and medical or disability information, but does not include information on transaction date, vehicular accidents, driving violations, and driver's status.

***Personally identifiable information** means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other Personal or Identifying Information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

6. The Program Participant may apply for approval of additional uses of the information provided under this MOU by submitting a new application form setting forth all intended uses, including those already approved and those for which approval is sought.

7. The Program Participant shall pay to the Commission an annual administrative fee of one hundred fifty dollars (\$150.00), payable to New Jersey Motor Vehicle Commission. This is an annual administrative fee for administrative and transaction costs which will authorize Program Participant to access of up to five thousand (5,000) records per calendar year. This fee shall be paid by Program Participant to the Commission by January 31st each year. Records accessed in excess of five thousand (5,000) will be billed to Program Participant at the rate of one hundred fifty dollars (\$150.00) per each five thousand (5,000) record increment. Accounts will be reviewed and billed quarterly and excess quantities of two thousand five hundred (2,500) or greater (above the initial five thousand (5,000) allotment) will be charged as a full five thousand record (5,000) increment. Administrative fees are non-refundable.

8. The Program Participant is not entitled to receive, and the Commission shall not provide, social security numbers, insurance information, or medical information that may be contained in the Commission's database.

9. Upon the Commission's processing of the fully executed MOU and payment of the annual administrative fee, the Program Participant will be authorized to establish, at its sole cost and expense, electronic communications with the Commission, and thereafter to receive from the Commission, via electronic communications, information contained in the database within the scope of the Permitted Purposes and uses as defined in the MOU.

10. If any part, term or provision of this MOU is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of New Jersey or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the MOU did not contain the particular part, term or provision held to be invalid.

11. This MOU shall be governed by the laws of the State of New Jersey, both as to interpretation and performance, and any action at law, suit in equity or judicial proceeding for the enforcement or breach of this MOU or any provision thereof shall be instituted and maintained in any court of competent jurisdiction in the County of Mercer, State of New Jersey. Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to 12-3, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to -10, and the availability of appropriations.

12. Neither this MOU nor any interest in this MOU may be assigned or transferred.

13. The terms of this MOU shall be effective upon the signing of the MOU by an authorized representative of each party and shall continue in force and effect for five (5) years from the date of the signature by the Commission's Chief Administrator, or until cancelled or amended pursuant to the terms within section "D," Agreement Modification and Termination, whichever occurs earlier. Thirty days (30) prior to the expiration of the MOU, the Program Participant must submit a new Application and pertinent supporting documentation for approval in order to have their account status maintained.

14. This MOU does not create in any individual or entity the status of third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties intend and expressly agree that only the Parties shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring any action for breach of this MOU.

15. This MOU represents the entire and integrated agreement between the Parties and

supersedes all prior negotiations, representations, and agreements, whether written or oral.

16. By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU. The individuals executing this MOU on behalf of their respective party represent that they have the authority to so bind their respective party.

17. The MVC and Program Participant will accept and submit scanned copies of signatures in connection with the execution of this MOU. Both parties acknowledge the right to opt-out of this arrangement and can request hard copies of the applicable documents to sign and review upon thirty (30) days written notice to the other party. The Program Participant agrees that the MVC reserves the right to refuse to conduct other transactions by means of scanned copies of signatures.

B. PROGRAM PARTICIPANT'S OBLIGATIONS

1. In accordance with the public policy of the State of New Jersey, as set forth in N.J.A.C. 13:18-11.3(c) and N.J.A.C. 13:18-11.4(f)1, the Program Participant shall only use the information in accordance with this MOU and shall not use the information provided by the Commission pursuant to this MOU for the purpose of commercial solicitation or marketing, political canvassing or campaigning or any similar purpose or objective, and shall not provide such information to any person or entity which seeks to use such information for any of these purposes. If such efforts occur, the Commission may terminate this MOU immediately.

2. The Program Participant shall strictly adhere to both the Federal DPPA and the New Jersey DPPA incorporated herein by reference. A person who knowingly obtains or discloses personal information and/or personally identifiable information from a motor vehicle record for any use not permitted under the Federal DPPA or New Jersey DPPA is guilty of a crime of the fourth degree and shall be liable to the individual to whom the information pertains, who may bring a civil action in the Superior Court.

3. Unless required by law or regulation, the Program Participant shall not accumulate, store or build a file from records obtained from the Commission. Once an MVC record is captured through LOAP it can only be used to satisfy a single request. However, data and information regarding the records requested must be retained by the Program Participant for a minimum of five (5) years and be accessible to the MVC upon request. This data and/or information must include but not be limited to: the user id of the requester, the date of the request, the date the record was received, the unique identifier used to identify the record, the reason for the request, and the permitted purpose for which the information was used.

4. The Program Participant shall not merge any Commission record with any other document gleaned from any other source in order to sell or provide the information to another party as an official Commission record. The Program Participant also shall not copy any part of the entire original data file to sell to another entity or engage in the re-sale of the records to entities that would otherwise be required to purchase the records from the Commission.

5. The Program Participant shall submit to the MVC, a list of all proposed authorized

employees or agents (“employee and agent list”) that Program Participant seeks to allow to use the electronic communications established for the Online Program and any data and/or information obtained therefrom. The Program Participant shall not permit persons other than its authorized employees or agents on the list to use the electronic communications established for the Program Participant pursuant to this MOU, or any data and/or information obtained therefrom. The Program Participant shall notify the Commission within five (5) business days and immediately revoke access to MVC Personal Information and Personally Identifiable Information when an employee or agent authorized to use the Online Program is no longer working for the Program Participant, or no longer working in a capacity in which access to the Online Program is necessary, or if access to the Online Program should be removed for any other reason. Program Participant shall update its employee and agent list and supply the updated list to the MVC quarterly on the first of the month in February, May, August, and November each year.

6. The Program Participant shall take all steps necessary, including the implementation of appropriate administrative, technical and physical safeguards, to protect the data and information provided by the Commission under this MOU from theft, unauthorized disclosure or any use not specifically permitted under this MOU. All data and information provided by the Commission must be disposed of in accordance with National Institute of Standards and Technology (“NIST”) Special Publication (SP) 800-88 rev. 1, Guidelines for Media Sanitization.

7. The Program Participant shall employ cryptographic safeguards to protect all MVC data and information. Cryptographic protections shall include at a minimum: using industry standard encryption algorithms; establishing requirements for encryption of data in transit; establishing requirements for encryption of data at rest; and implementing cryptographic key management processes and controls. No State data and information shall be processed on or transferred to any portable device or portable storage medium including smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State of New Jersey. The Program Participant shall not transfer State of New Jersey data and information outside of the United States.

8. The Program Participant shall ensure that all equipment storing MVC data and information is secured in a manner that ensures no unauthorized/unnecessary access will occur. The Program Participant must secure all data and information, including data and information back-ups, from manipulation, sabotage, theft or breach of confidentiality and integrity. The Program Participant shall take all steps necessary to ensure only authorized individuals, systems, and processes can access the State’s information, including any Personal information and/or personally identifiable information, and Program Participant information and information systems.

9. Data usage, storage, and protection of Personal information and personally identifiable information, as defined in Section A.5 of this MOU are subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA; Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075); New Jersey State tax confidentiality statute; the New Jersey Privacy Notice found at (<https://www.nj.gov/nj/privacy.html>); N.J.S.A. 54:50-8; New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 to -52; and both the Federal DPPA and New Jersey DPPA.

10. The Program Participant shall maintain network security that conforms to current standards set forth and maintained by NIST, including those found at (<http://web.nvd.nist.gov/view/ncp/repository>).

11. The Program Participant must comply with all applicable State and federal laws that require the notification of individuals in the event of unauthorized release of personal information and/or personally identifiable information, or other event requiring notification. In the event of any actual, probable or reasonably suspected breach of security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal information and/or personally identifiable information (each, a Security Breach) that may concern any MVC confidential information or Personal information and/or personally identifiable information, Program Participant shall:

- (a) Assume responsibility for informing the Commission within 24 (twenty-four) hours and all such appropriate individuals in accordance with applicable law of a Security Breach;
- (b) Designate a single individual employed by the Program Participant who shall be available to the Commission 24 hours per day, seven (7) days per week as a contact regarding Program Participant's obligations under this paragraph and the status of any Security Breach (Incident Response);
- (c) Not provide any other notification or provide any disclosure to the public regarding such Security Breach without the prior written consent of the Commission, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Program Participant shall consult with the Commission and reasonably cooperate with the Commission to prevent any notification or disclosure concerning any Personal information and/or personally identifiable information, security breach, or other MVC Confidential Information);
- (d) Assist the Commission in investigating, remedying and taking any other action the Commission deems necessary regarding any Security Breach and any dispute, inquiry, or claim that concerns the Security Breach;
- (e) Follow all instructions provided by the Commission relating to the MVC Confidential Information affected or potentially affected by the Security Breach;
- (f) Take such actions as necessary to prevent future Security Breaches;
- (g) Unless prohibited by an applicable statute or court order, notify the Commission of any third party legal process relating to any Security Breach including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic); and
- (h) Hold harmless, defend and indemnify the State of New Jersey, its officials, employees, and agents, from and against any claims, damages, or other harm related to such Security Breach.
- (i) All communications must be coordinated with the State of New Jersey by contacting the Commission's Chief Information Security Officer at 609-777-4224 and the Commission's Chief Privacy Officer at 609-777-3831.

12. Within ten (10) days of receipt of a written request from the Commission, the Program Participant shall furnish to the Commission a certified statement of the manner in which the electronic records provided by the Commission and information contained in them are being used or have been used.

13. The Program Participant is strictly prohibited from using Commission records to conduct surveillance or to investigate or locate an individual for reasons not specifically related to motor vehicle activity. If reselling the data and/or information, the Program Participant shall require the third-parties/end-users to represent in writing to the Program Participant that they agree not to use Commission records to conduct surveillance or to investigate or locate an individual for reasons not specifically related to motor vehicle activity. For purposes of this MOA, non-motor vehicle activity includes but is not limited to, immigration enforcement, matchmaking services, debt collection unrelated to motor vehicles, and litigation not related to motor vehicles, including, but not limited to, premises liability actions, domestic and/or family actions, medical malpractice actions, and workers' compensation actions where the underlying claim is not motor vehicle related.

14. The Program Participant is responsible for ensuring that only current Commission records (not older than five (5) business days) are offered for resale.

15. The Program Participant shall submit all program fees by check, made payable to the New Jersey Motor Vehicle Commission, and send the check to the Motor Vehicle Commission, PO Box 122, Trenton, New Jersey 08666-0122. Under this MOU, the Program Participant's full account number shall be indicated on the face of each check. Checks without the full account number will be returned without processing.

16. The Program Participant shall hold the Commission harmless in the event of any errors or omissions in the information and/or data furnished under this MOU.

17. The Program Participant shall assume all risks of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its officers and employees from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses of any kind arising out of or alleged to arise out of the use of data and/or information provided under this MOU, whether the use is by the Program Participant or its agents, employees, third-party participants or vendors.

18. The Commission, at its sole option, may, at any time, audit, engage an independent auditor to review and audit, or require the Program Participant to audit or engage an independent auditor to review and audit, the books and records and/or operations of the Program Participant and/or the technology used by the Program Participant in order to determine compliance with this MOU. While such audit may be required at any time, the Program Participant will be required to bear the cost of this audit no more than once every three years. During any such audit, the Program Participant shall designate a single individual employed by the Program Participant who shall be available to the Commission as a contact regarding the audit.

19. All audits required in this MOU and conducted by the Program Participant shall be retained for a minimum of five (5) years and shall be made available to the MVC upon the MVC's request, which request may be made without prior notice to the Program Participant. Failure to comply with the auditing requirements set forth above shall result in immediate suspension of this MOU.

20. It is the Program Participant's responsibility to know, understand and comply with all MVC IT specifications, including any revisions, amendments and/or successors thereto. This requirement includes compliance with all periodic updates to MVC IT specifications which may be made from time to time. It is the Program Participant's responsibility to monitor and be aware of all updates and/or changes. This provision is not subject to section D.5 of this MOU regarding amendments.

C. COMMISSION OBLIGATIONS

1. Upon the Program Participant's fully processed payment of the administrative fee, the Commission will provide the Program Participant and its authorized employees, information from the database via electronic communications, at the administrative fee rate listed in A.7 of this MOU, and as permitted under this MOU.

D. MOU MODIFICATION AND TERMINATION

1. This MOU may be terminated by the Commission in its sole discretion upon ten (10) days' notice to the Program Participant, sent to the address provided by the Program Participant. This MOU may be terminated immediately without prior notice by the Commission in its sole discretion if it believes individual or public health or individual or public safety may be at risk.

2. The Commission may cancel or amend this MOU without prior notice to the Program Participant if such cancellation or amendment is deemed necessary by the Commission due to any changed requirement in the law or Commission policy that would prohibit such an MOU, or upon a determination by the Commission that there has been a breach of the integrity or security of the data and/or information provided to the Program Participant, or a failure of the Program Participant to comply with established procedures or legal requirements included or incorporated by reference in this MOU.

3. Any breach of the terms of this MOU by the Program Participant will result in the immediate termination of the MOU and the service provided by the Commission under the MOU.

4. This MOU and the service provided to the Program Participant under this MOU shall be terminated by the Commission within thirty (30) days upon its receipt of a written request for such termination by the Program Participant.

5. This MOU may be amended by mutual consent of the Program Participant and the Commission. Any proposed amendment or modification must be submitted in writing to the other party prior to any formal discussion or negotiation of the issue. Any amendment must be signed by both the Program Participant and the Commission in order to become effective and to modify

or change this MOU.

E. CONTACT INFORMATION

1. All notices, questions or concerns that arise in connection with this MOU shall be sent to the individuals designated as contact persons below. Each Party shall update the contact information immediately upon any change.

NJ MOTOR VEHICLE COMMISSION	BOROUGH OF OCEANPORT
Business Partner Management Unit	DONNA M PHELPS
Business and Government Services	ADMINISTRATOR
New Jersey Motor Vehicle Commission	BOROUGH OF OCEANPORT
225 East State Street – 3 East	910 OCEANPORT WAY
PO Box 122	
Trenton, New Jersey 08666-0122	OCEANPORT, NJ 07757
Phone: 609-292-8821	Phone: 732-222-8221
Email: Mvc.mvcbpm@mvc.nj.gov	Email: DPHELPS@OCEANPORTBORO.COM

IN WITNESS WHEREOF, both parties have caused this MOU to be signed and witnessed.

BOROUGH OF OCEANPORT

Witness:

By: _____

By: _____

THOMAS J. TVRDIK

(Print Name)

STEPHANIE KRAMER

(Print Name)

Mayor

Title

Acting Borough Clerk

Title

Date: April 9, 2026

**STATE OF NEW JERSEY
MOTOR VEHICLE COMMISSION**

Witness:

By: _____

By: _____

Rosalie Johnson
Acting Chair and Chief Administrator
Motor Vehicle Commission

Gregory Focarino
Deputy Director
Business & Government Services
New Jersey Motor Vehicle Commission

Date: _____

Approved as to form:

**JENNIFER DAVENPORT
ATTORNEY GENERAL OF NEW JERSEY**

By: _____

Brad M. Reiter
Deputy Attorney General

Date: _____

IMPROPER COMPLETION OF THIS PAGE WILL DELAY MOU PROCESSING.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #25-00013 FOR
BLOCK 137 LOT 13 KNOWN AS 123 PEMBERTON AVE**

**RESOLUTION #2026-124
4/9/2026**

WHEREAS, at the Borough Tax Sale held on October 2, 2025, a lien was sold on Block 137 Lot 13, otherwise known as 123 Pemberton Ave.; and

WHEREAS, this lien, known as Tax Sale Certificate 25-00013 was sold to Pro Cap 8 FBO Firstrust Bank at an interest rate of 18%; and

WHEREAS, the owner has redeemed Certificate 25-00013 in the amount of \$1,567.86.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$1,567.86 payable to Pro Cap 8 FBO Firstrust Bank, PO Box 774, Fort Washington, PA 19034-0774 for the redemption of Tax Sale Certificate 25-00013.

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 #2026-124 approved by the Oceanport Borough Council at the Regular Meeting held April 9, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE BOROUGH TO ENTER INTO A CONTRACT TO PURCHASE BLOCK 99, LOT 1 (0
Elkwood Avenue) FOR OPEN SPACE PRESERVATION AND RECREATIONAL PURPOSES**

**Resolution #2026-125
04/09/2026**

WHEREAS, the Borough established an Open Space Dedicated Trust Fund (the "Trust Fund") through the adoption of Ordinance 740-2001 which authorizes the Borough to utilize the Trust Fund for the costs incurred in connection with the acquisition of land for open space purposes and for the acquisition of land for passive or active recreational purposes; and

WHEREAS, the Borough Planning Board adopted an Open Space and Recreation Plan (the "Open Space Plan") in September 2012 which established its Plan Goals and Objectives, in part, as long-term open space preservation and the acquisition of a projected natural area preserve of wetlands and woodlands; and

WHEREAS, the Borough believes it is in the best interest of the Borough to acquire Block 99, Lot 1 (4.2 acres,) for \$500,000.00 in furtherance of the goal of preserving open space and recreational purposes; and

WHEREAS, the Borough seeks to enter into a contract to purchase the Open Space Properties from the respective property owner subject to the following conditions: (1) An appraisal supporting the purchase price for the Open Space Property; (2) Phase One Environmental due diligence report; and (3) Funding from the Monmouth County Municipal Land Preservation Incentive Program for 75% of the acquisition cost for the Open Space property; and

WHEREAS, the Borough Council intends to adopt an Ordinance in conformance with the Local Land and Buildings Law, N.J.S.A. 40A:12-1 et. seq. confirming the acquisition of the Open Space Property upon satisfaction of all conditions within the Open Space Agreements; and

WHEREAS, the Borough Council believes it is in the best interest of the Borough to acquire the Open Space Property to further the goal of the Open Space Plan to preserve open space and create recreational purposes for the benefit of its residents.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that it hereby approves the Agreement of Sale to purchase Block 99, Lot 1 for \$500,000.00 subject to the terms and conditions of the Agreement of Sale with the respective property owner and the Mayor is authorized to execute the Agreement of Sale for the Open Space Properties all in a form approved 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 #2026-125 approved by the Oceanport Borough Council at the Regular Meeting held April 9, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") is made this ___ day of April, 2026 ("Effective Date") between **VAL FLOORS, INC.** 101 Plaza Center, #178, Secaucus, New Jersey 07094 ("Seller"), and **BOROUGH OF OCEANPORT**, 910 Oceanport Way, Oceanport, New Jersey 07757 ("Buyer" or the "Borough").

In consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Property Being Sold. Subject to the terms and provisions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase, Seller's real estate including all improvements, owned by Seller, attached thereon located at 0 Elkwood Avenue, Oceanport, New Jersey 07757, also designated as Block 99, Lot 1, on the official tax map of the Borough of Oceanport, County of Monmouth and State of New Jersey, and all of the easements, licenses, rights of way, privileges, hereditaments, appurtenances, and rights to any land lying in the beds of any street, road or avenue, open or proposed, adjoining thereto, and inuring to the benefit of said land, all plans, specifications, certifications, contracts, reports, data or other technical descriptions, reports or audits (including, without limitation, all environmental inspection reports), in the possession of Seller ("Contract Documents"), all governmental permits, licenses, certificates, and approvals in connection with the ownership of thereof ("Licenses") , (collectively referred to herein as the "Property").

2. Purchase Price and Manner of Payment.

2.1 Purchase Price. Buyer shall pay the total sum of FIVE HUNDRED THOUSAND DOLLARS (\$ 500,000.00) (the "Purchase Price") subject to adjustment, as provided herein.

2.2 Manner of Payment. The Purchase Price shall be paid by delivery to the Seller at Closing by bank, cashier's, title company or certified check, or by wire transfer, in the amount of \$500,000.00, subject to adjustment as herein provided.

3. Title and Survey.

3.1 Within ten days (10) business days of the end of the Due Diligence Period as defined below herein, Buyer shall order a Commitment for Owner's Policy of Title Insurance (the "Title Commitment") from a Title Company and may order a survey from a New Jersey licensed surveyor ("Survey"), all at Buyer's sole cost and expense. Within five (5) days after receipt of the Title Commitment and Survey, but no later than the Inspection Period Expiration Date (as hereinafter defined), Buyer shall (1) consult with the Title Company to obtain, if possible, the Title Company's agreement to modify the Title Commitment, when issued, so as to satisfy Buyer's objections to title, if any and (2) shall deliver to Seller a list of objections to the Survey and a listing of exceptions appearing in the Title Commitment which to Buyer are (a) acceptable, (b) conditionally acceptable (including the conditions on which the exceptions are acceptable) which shall include exceptions which are conditionally acceptable based on the Title Company's agreement to modify the Title Commitment, and (c) unacceptable (the "Buyer's Notice"). With respect to those matters which are disapproved or conditionally approved in the Buyer's Notice, Seller shall notify Buyer within ten (10) days after receipt of Buyer's Notice (the "Seller's Notice") whether Seller is willing to timely remove the matter objected to or timely comply with the conditions for approval imposed by Buyer for conditionally approved matters. If Seller fails to respond to Buyer's Notice in such ten (10) day period, Seller shall be deemed to have refused to discharge or remove any matter and refused to comply with Buyer's conditions. If Seller fails to respond or if Seller's Notice indicates that Seller will not timely remove any matter or timely comply with the Buyer's objections or conditions in accordance with this Agreement, such shall be deemed a failure/default of a condition precedent to Closing, but not a breach of

this Agreement, and this Agreement shall terminate if Buyer notifies Seller, within ten (10) days after receipt of Seller's Notice or the expiration of Seller's time to respond without having responded, that it elects such termination. Buyer's Notice, Seller's Notice and other notices under this Section 3.1 may be prepared and signed by counsel for the respective party.

3.2 The term "Permitted Exceptions" shall mean only installments payable on or after Closing for ad valorem real estate taxes, assessments for public improvements or other governmental charges or fees levied, assessed, imposed or contracted for after the Closing against or with respect to the Property, whether or not revealed in the Title Commitment; and those other matters, if any, affecting the Property which appear as exceptions in the Title Commitment and which have been unconditionally approved by Buyer, which have been conditionally approved by Buyer and for which the conditions to such approval have been satisfied or which have been objected to by Buyer but as to which exceptions Buyer has waived its objection, are hereafter referred to as the "Permitted Exceptions".

3.3 Seller shall convey title to the Property, subject only to all Permitted Exceptions, and matters disclosed by the Survey which do not materially affect the Buyer's use of the Property; provided that, such conveyance shall be free of such items as Seller may agree in writing to remove under Section 3.1.

3.4. Title to the Property shall be conveyed by Seller to Buyer by a Bargain and Sale Deed with Covenants Against Grantor's Acts.

3.5. Between the time period commencing on the Effective Date and ending on the earlier of Closing or termination of this Agreement, Seller agrees that it will take no voluntary action to convey any interest in the Property to anyone other than Buyer, nor shall Seller permit any liens to attach to the Property which will not be discharged prior to Closing. At the time of Closing, Seller will cause the Property to be released or otherwise discharged from any monetary lien, securing the payment of a sum certain, which Seller granted or created voluntarily.

4. Inspection/Due Diligence Period. For a period (the "Due Diligence Period") commencing on the Effective Date and expiring ninety (90) calendar days thereafter (such date is herein referred to as the "Due Diligence Period Expiration Date"), Buyer shall have the right to have performed all inspections, measurements, surveys, engineering and environmental studies, utilities investigations, zoning and architectural studies, title investigations and such other reports, tests and investigations that Buyer deems appropriate, including a Phase I investigation. Buyer shall provide Seller with reasonable notice of all testing and investigations to be done at the Property, but in no event shall Buyer be permitted to conduct any invasive testing without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Buyer shall not interfere with any business at the Property, including the rights of any of the tenants of the Property. Buyer shall have the right, at its option, for any reason or no reason, to terminate this Agreement on or before the Inspection Period Expiration Date, and upon such termination, the parties hereto shall have no further liabilities one to the other with respect to the subject matter of this Agreement, except for those obligations which specifically survive the Closing or termination of this Agreement. Buyer shall use commercially reasonable care in performing its inspections of the Property and coordinate with Seller any entry upon the Property by Buyer and/or Buyer's agents and representatives. Buyer shall provide evidence of general liability insurance, in an amount not less than One Million Dollars (\$1,000,000.00) with respect to all claims for bodily injury or death and One Million Dollars (\$1,000,000.00) with respect to all claims for property damage as a condition to Buyer's entry upon the Property, which policy shall name Seller as an additional insured thereunder. Buyer shall restore any damage to the Property caused as a result of entry upon the Property by Buyer and/or Buyer's agents and representatives. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all cost, loss, damage, expense and/or claims occurring upon the Property as a result of Buyer's entry upon and testing of the Property. This indemnification by Buyer shall survive the Closing or the termination of this Agreement, as applicable. If

Buyer terminates this Agreement on or before the Due Diligence Period Expiration Date, neither party shall have further liability or obligation to the other hereunder. In the event Buyer fails to terminate this Agreement on or before the Due Diligence Period Expiration Date as aforesaid, Buyer shall have waived such right of termination pursuant to this Section 4, and Buyer shall proceed to Closing, except as otherwise set forth in this Agreement.

4.1. Termination Rights during Due Diligence. Buyer shall have the right to terminate this Agreement for any reason or for no reason, upon written notice to Seller given prior to the expiration of the Due Diligence Period. In the event of such termination, and except as expressly provided herein, neither party shall have any further rights against the other under this Agreement. Buyer is purchasing the Property based upon, and subject to, its own investigation, and if Buyer does not terminate this Agreement within such Due Diligence Period, Buyer shall be deemed to have approved the Property and all factors affecting its decision to purchase and the right to terminate under this Section shall conclusively be deemed to have been waived.

4.2. Right of Entry. Seller hereby grants the right, during the Due Diligence Period, for Buyer and Buyer's Representatives to enter the Property from time to time during the Due Diligence Period, upon no less than twenty four (24) hours' notice to Seller, for the purpose of inspection the Property, conducting surveys and engineering, environmental, soils, wetlands and other similar tests and studies, provided, however, (a) Buyer promptly repairs any damage to the Property caused by such entry and (b) Buyer restores the Property to substantially the condition that existed prior to such entry. Notwithstanding the foregoing, any invasive testing, including, but not limited to, soil sampling, groundwater testing, or physical penetration is prohibited without Seller's prior written consent and shall require Buyer to submit a written request, a detailed scope of work. . Seller may not unreasonably withhold, delay or condition Seller's consent to any invasive testing.

5. Contingencies. This Agreement and the obligation of Buyer hereunder is subject to satisfaction of the following contingencies:

5.1 Buyer shall receive true and complete copies of the following documents and materials within five (5) days of the Effective Date (unless previously provided to Buyer), solely to the extent same are in Seller's possession:

- (i) Any existing survey of the Property;
- (ii) Seller's most recent title insurance policy, and other permits or certificates relating to the Property in the possession or control of Seller;
- (iii) any and all reports and documentation relating to the environmental conditions on the Property.

5.2 Grant and Appraisal Contingency.

(a) Seller is purchasing the Property through the Borough's Open Space Dedicated Trust Fund ("Open Space Fund") and it will be applying for grant monies through (a) Monmouth County Municipal Land Preservation Incentive program administered by the County of Monmouth through the Monmouth County Park System (the "Monmouth County Grant") for 75% of the Purchase Price; and (b) the Green Acres Program administered by the New Jersey Department of Environmental Protection (the "Green Acres Grant") (the Open Space Fund, Monmouth County Grant, and/or Green Acres Grant shall collectively be referred to as the "Grant Programs"). Should the Grant Programs agree to fund less than the 75% of the Purchase Price, this Agreement is automatically terminated and neither party shall have further liability or obligation to the other hereunder.

(b) The Grant Programs require the Borough to obtain two independent appraisals from licensed and qualified real estate appraisers to determine the certified fair market value of the Property. Should the appraisers determine the certified fair market value of the Property is less than the Purchase Price, the Seller shall have the right to obtain an appraisal report from a licensed and qualified real estate appraiser, and premised upon the certified fair market value of the Property set forth in the Appraisal Reports, the Parties agree they shall negotiate in good faith to reach an agreed upon lower Purchase Price consistent with the appraisal requirements of the Grant Programs. Should the Parties be unable to reach an agreement on the Purchase Price consistent with the appraisal requirements of the Grant Programs, this Agreement is automatically terminated and neither party shall have further liability or obligation to the other hereunder.

6. Representations and Warranties. In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer that the following representations and warranties are true as of the date hereof, and shall, as a condition precedent to Buyer's obligations under this Agreement, be true and correct in all material respects as of the Closing, as if remade as of the date of Closing:

6.1 Seller's Authority For Binding Agreement. Seller has full power, right and authority to own its Property, and to enter into and fulfill its obligations under this Agreement. This Agreement is the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms. The execution and delivery of this Agreement and compliance with its terms will not conflict with or result in the breach of any law, judgment, order, writ, injunction, decree, rule or regulation, or conflict with or result in the breach of any other agreement, document or instrument to which Seller is a party or by which it or the Property is bound or affected.

6.2 Condemnation. The Seller has received no written notice of any condemnation or eminent domain proceeding pending with regard to any part of the Property, and Seller is unaware of any being threatened.

6.4 FIRPTA. Seller is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended (the "Code").

6.5 Defects. Seller has not received any written notice ("Defect Notice") from any insurance company which has issued a policy with respect to the Property or from any board of fire underwriters (or other body exercising similar functions) claiming any defects or deficiencies in the Property or suggesting or requesting the performance of any repairs, alterations or other work to the Property.

6.6 Actions. There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting Seller or the Property or any portion thereof relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality. Seller shall notify Buyer of Seller's receipt of any notice from any party alleging that Seller is in default of its obligations under any of the Leases or any permit or agreement affecting the Property, or any portion or portions thereof, or that such party has any claims against Seller.

6.7 Taxes. All taxes currently due and payable with respect to the Property have been paid.

6.8 Environmental Status. To the Seller's actual knowledge:

(i) Seller has not received any written notices from any federal, State or local governmental authority having jurisdiction over the Property to the effect that the Property is not in

compliance with any Environmental Requirements (as hereinafter defined), or is the subject of any federal, State or local investigation evaluating whether any remedial action is needed to respond to a release of any Hazardous Materials onto or from the Property; and Seller has no actual knowledge of the existence of any Hazardous Materials (except in de minimus quantities in compliance with all Hazardous Materials Laws) on, over, under, from or in any manner affecting the Property in violation of any Hazardous Materials Laws and Seller has no actual knowledge of any underground or above ground storage tanks being present at the Property.

(ii) For purposes hereof, "Hazardous Materials" shall mean any substance which is or contains (a) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amend (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (b) any "hazardous substance", "hazardous material" or "hazardous substance" as now or hereafter defined under ISRA; (c) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (d) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (e) gasoline, diesel fuel, or other petroleum hydrocarbons; (f) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (g) polychlorinated biphenyls; (h) radon gas; (i) dry cleaning solvents; (j) radioactive materials; and (k) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (1) requires reporting, investigation or remediation under Environmental Requirements; (2) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (3) which, if it emanated or migrated from the Property, could constitute a trespass.

(iii) For purposes hereof, "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). For avoidance of doubt, Environmental Requirements shall include, without limitation any and all action required to be taken by Seller in order to comply with ISRA.

(iv) Seller warrants that it has no knowledge of any leaks or contamination due to underground storage of oil and that no underground storage tanks exist on the property, but Buyer shall nevertheless rely upon his due diligence in investigating the Property. Sellers further agree that if there are underground abandoned oil tanks or similar storage facilities on the property, the Buyers shall have the right to cancel the Agreement, provided such cancellation takes place before the expiration of the Due Diligence Period. Any warranties for remediation of any underground storage tanks shall be forwarded to Buyer for review within ten (10) days hereof. In the event such leaks or seepage or ground contamination exist, they are considered defects under this contract and Buyers have the right to declare the contract null and void as long as such cancellation is done prior to the expiration of the Due Diligence Period. Seller shall provide to Buyer, upon execution of this Agreement, a copy of the NFA letter Seller received following a Phase II inspection conducted when Seller purchase the Property.

(v) Sellers warrant and represent that the Property is not serviced by well water and that no well exists on the property. In the event that the Property is serviced by well water, Seller

will obtain all necessary testing to satisfy the provisions of N.J.S.A. 58:12A-26, et seq.

6.9 Violations/Assessments. To the best knowledge of Seller, there are no violations of law or municipal ordinances (including, without limitation, zoning ordinances), orders or requirements with respect to the Property, Seller has not received any written notice of such violation or additional assessment, the Property is not farmland assessed, and there are no pending real estate tax appeals pertaining to the Property. Seller has received no notice of any violation of any law or municipal ordinances (including, without limitation, zoning ordinances), orders or requirements with respect to the Property. If Seller receives any notice of violation between the date hereof and the date of Closing, the Seller shall effect the cure thereof and provide Buyer with evidence of satisfactory evidence of same prior to Closing.

6.10 OFAC. Seller is not an individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity (each, a "Person"), with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons with whom a United States citizen may not transact business or must limit their interactions to types approved by OFAC ("Specially Designated Nationals and Blocked Persons") or otherwise.

6.11 Buyer Representations. In order to induce Seller to enter into this Agreement, Buyer represents and warrants to Seller that the following representations and warranties are true as of the date hereof:

a. Buyer has full power, right and authority to own its properties and to enter into and fulfill its obligations under this Agreement. The execution and delivery of this Agreement in compliance with its terms will not conflict with or result in the breach of any law, judgment, order, writ, injunction, decree, rule or regulation or conflict with or result in the breach of any other agreement, document or instrument to which Buyer is a party.

b. Buyer has the financial ability to meet its financial obligations to purchase the Property and to deliver the Purchase Price at the Closing, subject to the Grant Contingency set forth in Section 5.2.

7. Possession. Possession of the Property, is to be given to Buyer, at Closing by delivery of the Deed. Seller shall maintain the Property, and deliver the Property to the Buyer at Closing, in its current condition, reasonable wear and tear excepted.

8. Survival of Representations and Warranties. If Buyer obtains actual knowledge of any fact or occurrence prior to Closing which renders any material representation or material warranty of Seller to be untrue and which fact or occurrence materially and adversely affects the value to the Buyer of the transaction contemplated by this Agreement, Buyer may terminate this Agreement upon written notice within ten (10) business days after Buyer learns of such occurrence. Upon any such termination of this Agreement, neither party shall have any further rights or obligations hereunder except as expressly provided for herein. After Buyer provides such written notice to Seller as provided in this Section, if Buyer elects to proceed with the purchase of the Property, Buyer shall be deemed to have waived any claim against Seller arising from or related to a breach of such representation or warranty. Buyer agrees to inform Seller promptly in writing if Buyer obtains actual knowledge that any representation or warrant of Seller is inaccurate in any material respect.

9. Condemnation. If, prior to the Closing, all or any portion of the Property is taken by eminent domain or a notice of any eminent domain proceedings with respect to the Property or any part thereof is received by the Seller, then Seller shall within five (5) days thereafter give notice thereof to Buyer and Buyer shall have the option to (a) complete the purchase hereunder or (b) if such taking, in Buyer's sole and absolute discretion, adversely affects the Property or its current economic viability, the current use or Buyer's anticipated use, terminate this Agreement, and this Agreement shall be null and void and neither party shall have any further liability to the other, except for those obligations which specifically survive the termination of this Agreement. Buyer shall deliver written notice of its election to the Seller within ten (10) days after the date upon which the Buyer receives written notice of such eminent domain proceedings. If this Agreement is not so terminated, Buyer shall be entitled to all awards or damages by reason of any exercise of the power of eminent domain or condemnation with respect to or for the taking of the Property or any portion thereof, and until such time as closing has occurred, or this Agreement terminates and Seller shall execute an assignment of all rights and awards at Closing. Any negotiation for, or agreement to, and all contests of any offers and awards relating to eminent domain proceedings shall be conducted with the joint approval and consent of the Seller and the Buyer.

10. Expense Allocations.

10.1 Seller shall pay for the preparation of the Deed and other Closing Documents, all applicable realty transfer taxes related to the execution, and delivery of the Deed customarily paid by a seller in New Jersey.

10.2 Buyer shall be responsible for the payment of all recording fees and recordable documents (except charges related to Seller items such as mortgage satisfactions, releases and UCC-3 filings).

10.3 Buyer and Seller shall be responsible for paying their own attorney's fees in connection with this transaction.

10.4 Buyer shall be responsible for paying any title company settlement charges for conducting the Closing.

11. Closing.

11.1 Time and Date and Place. The Closing on the sale of the Property (herein referred to as the "Closing") shall take remotely, or at the Title Company's office at a mutually agreeable date and time in November 2026. Notwithstanding the foregoing, if, despite Buyer's best efforts and all possible diligence, due to third party delays beyond Buyer's control, the Buyer needs additional time to complete the closing, the Buyer shall have the right to extend Closing up to sixty (60) days.

11.2 Documents. At Closing, the parties indicated shall simultaneously execute and deliver the following:

11.2.1 Seller's Documents and Other Items. Seller shall execute and deliver or cause to be executed and delivered to Buyer in proper form for recording:

11.2.1.1 Deed. A bargain and sale deed with covenants against the grantor's acts prepared by Seller's counsel in form acceptable to Buyer (the "Deed"), conveying the Property to Buyer, duly executed by Seller for recording. The Deed description shall be based upon the metes and bounds description premised upon the survey of the Property.

11.2.1.2 FIRPTA Certificates. All certificate(s) required under Section 1445 of the Code.

11.2.1.3 Resolutions; Title Company Affidavits, etc. Such resolutions and certificates as Buyer or the title company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered pursuant hereto.

11.2.1.4 Assignment. An assignment of any existing warranties, permits or approvals that pertain to the Property and which are capable of being assigned by Seller to Buyer.

11.2.1.5 Documents. All Contract Documents and Licenses.

11.2.1.6 Necessary Documents. Seller shall execute and deliver such other documents and instruments as may be reasonably necessary to complete the transaction contemplated by this Agreement.

11.2.1.7 Certification. A certificate executed by Seller confirming that the representations and warranties made by Seller in this Agreement remain true and correct in all material respects as of the Closing.

11.2.1.8 Affidavit of Title. A duly executed Affidavit of Title in form reasonably acceptable to the Title Insurer.

11.2.0. Other. Any other documentation as may be reasonably requested by the Title Insurer.

11.2.1 Buyer's Documents. Buyer shall deliver or cause to be delivered to Seller:

11.2.2.2 The amounts required to be paid to Buyer pursuant to this Agreement.

11.2.2.3 Closing Statement. Counterparts of the closing statement signed by Buyer.

11.2.2.4 Necessary Documents. Buyer shall execute and deliver such other documents and instruments as may be reasonably necessary to complete the transaction contemplated by this Agreement.

12. Default; Remedies.

If any party defaults hereunder, the other party shall have all of the rights available to it under the laws of the State of New Jersey. If Seller fails to close the purchase of the Property due to Seller default, Buyer may, as its sole and exclusive remedy hereunder, elect one of the following remedies, at Purchaser's sole election: (a) terminate this Agreement by written notice to Seller or (b) commence an action or proceeding for specific performance. The provisions of this Section shall survive the Closing or termination of this Agreement.

13. Prorations.

13.1 The following items shall be prorated at Closing, as of close of business of the day immediately preceding Closing "Adjustment Date":

13.1.1 Taxes. Real estate and personal property taxes, if any, on the basis of the fiscal year for which assessed. If the Closing shall occur before the tax rate or assessment is fixed, the apportionment of

such real estate and personal property taxes at the Closing shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Final adjustment will be made upon the actual tax amount, when determined.

13.1.2 Water and Sewer Charges. Seller shall use diligent efforts to cause, not more than five (5) business days prior to the Closing, to the extent reasonably practicable, all meters measuring the consumption of any utilities which constitute a lien against the Property to be read, and the adjustment to be made on account of such utilities pursuant to this Article 14.1.2 shall be made pursuant to such readings (with a reasonable adjustment to bring down such readings to the close of business on the Closing; provided, however, that if and to the extent meter readings cannot be obtained prior to the Closing, the Closing shall be completed on the basis of the most recent readings and any further adjustments to be made from or in addition to the Purchase Price shall be calculated after the Closing upon the receipt of such readings and the adjustments shall be made at that time (the "Further Adjustments") and in such event, this Article 14.1.2 shall survive Closing until such Further Adjustments are made. Seller agrees to deposit with the Title Company any appropriate sum to be held in escrow to satisfy Seller's obligations with respect to the Further Adjustments.

13.2 Future Installments of Taxes. If at Closing, the Property or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in installments, then for purposes of this Agreement, all unpaid installments of any such assessment, including those which are to become due and payable and to be liens upon the Property shall be paid and discharged by Seller at Closing.

13.3 Application of Prorations. If such prorations result in a payment due Buyer, the cash payable at Closing shall be reduced by such sum. If such prorations result in a payment due Seller, the same shall be paid at Closing.

13.4 Non-availability of amounts. If any of the foregoing cannot be apportioned at the Closing Date because of the unavailability of the amounts which are to be apportioned, such items shall be apportioned as soon as practicable after the Closing Date and the parties shall reasonably cooperate with one another in connection with such apportionment. If after the Closing, the parties discover any errors in adjustments and apportionments, same shall be corrected as soon after their discovery as possible. The provisions of this Section will survive the Closing, except that no adjustments may be made later than six (6) months after the Closing Date unless prior to such date the party seeking the adjustment delivers a written notice to the other specifying the nature and basis for such claim.

14. Brokers. Each party hereby represents and warrants to the other that it has not employed or retained any broker or finder in connection with the transactions contemplated by this Agreement (hereinafter referred to as "Broker") and that neither has had any dealings with any other person or party which may entitle that person or party to a fee or commission. Each party shall indemnify the other of and from any claims for commissions by any person or party claiming such commission by or through the indemnifying party. Each party represents, acknowledges and agrees that Seller shall pay Broker a commission pursuant to a separate agreement between the Seller and the Broker.

15. CONDITIONS TO CLOSING. The obligations of Buyer under this Agreement are subject to the satisfaction at the time of Closing of each of the following conditions (any one of which may be waived in whole or in part by Buyer in its sole discretion at or prior to Closing):

- (a) Seller shall have performed its obligations under this Agreement, and delivered all of the other documents required to be delivered pursuant to the provisions of Section 11 above.

- (b) All representations and warranties by Seller set forth in this Agreement shall be true and correct in all material respects at and as of the Closing as if such representations and warranties were made at and as of the Closing.

If on the Closing, the conditions to the Buyer's obligations under this Section 16 have not been satisfied, the Buyer, shall have the option of terminating this Agreement, and neither party shall owe any further obligation to the other party under this Agreement, or waive such condition and consummate the transactions contemplated by this Agreement.

16. SELLER'S COVENANTS. Seller covenants that from and after the Effective Date:

- (a) Seller shall provide Buyer (its agents and employees) access to the Property, upon reasonable notice, for purposes of making surveys, conducting examinations and otherwise inspecting the Property.
- (b) Seller shall operate the Property in a manner consistent with past practices.
- (c) Seller shall maintain its existing insurance up to the Closing in an amount not less than their present amounts.
- (d) Seller shall forward to Buyer copies of all notices (i) from any governmental authorities relating to the Property, or (ii) from any third party to any record documents.

17. GENERAL PROVISIONS.

17.1 Notices. All notices or other communications required or permitted to be given under the terms of this Agreement shall be in writing, and shall be deemed effective when (i) sent by nationally-recognized overnight courier, (ii) electronic mail, with original following by regular mail, provided that the failure to follow up by regular mail shall not be deemed a defect of notice; or (iii) deposited in the United States mail and sent by certified mail, postage prepaid, or (iv) sent by same day courier requiring acknowledgment of receipt, addressed as follows:

If to Seller, addressed to:

Val Floors, Inc.
101 Plaza Center #178
Secaucus, NJ 07094
Attn:
Phone:
Email:

With a copy to:
Richard Laiks, Esq.
Heller and Laiks, PA
77 Passaic Avenue, Suite 203
Passaic, NJ 07055
Phone:973-777-2600
Email:rlaiks@heller-laiks.com

If to Buyer, addressed to:

Borough of Oceanport
910 Oceanport Way
Oceanport NJ 07481
Attn: Donna Phelps, Borough Administrator
Phone: 732-222-8221
dphelpsh@oceanportboro.com

With a copy to:

Andrew Bayer, Esq.
Pashman Stein Walder Hayden
Bell Works
101 Crawfords Corner Road, Suite 4202
Holmdel, NJ 07733
Phone: (732) 405-3686
Email: abayer@pashmanstein.com

or to such-other address or addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Agreement.

In all instances under this Agreement where notice is required or permitted to be given by either party to the other, such notice may be given by or to the counsel for the respective party entitled to give or receive such notice in lieu of Notice to the party directly.

17.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

17.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing. The captions included in this Agreement are for convenience only and in no way define, describe or limit the scope or intent of the terms of this Agreement.

17.4 Governing Law. This Agreement is being executed, delivered and is intended to be performed in the Borough of Oceanport, New Jersey. The substantive laws of the State of New Jersey will govern the validity, construction and enforcement of this Agreement. The parties consent to the venue and jurisdiction of the Superior Court of New Jersey, Law Division-Monmouth County in Freehold, New Jersey for any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

17.5 Recording. Neither party shall be permitted to record this Agreement or a memorandum thereof in any office of public record.

17.6 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Facsimile or pdf signatures shall be deemed to be original signatures of the parties.

17.7 Further Instruments. The parties will, whenever and as often as it shall be reasonably request so to do by the other party, and the requested party will, whenever and as often as it shall be reasonably requested so to do by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments, correction instruments and all other instruments and documents as may be reasonably necessary in order to complete the transaction provided for in this Agreement and to carry out the intent and purposes of this Agreement. All such instruments and documents shall be satisfactory to the respective attorneys for Buyer and Seller. The provisions of this Article shall survive the Closing.

17.8 Time. In the event the last day permitted for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday, or legal holiday of the United States or the State of New Jersey, the time for such performance will be extended to the next succeeding business day. Time periods under this Agreement will exclude the first day and include the last day of such time period and will expire at 5:00 p.m. on the date in question.

17.9 Effective Date. Whenever the term or phrase "effective date hereof" or "date hereof" or other similar phrases describing the date this Agreement becomes binding on Seller and Buyer are used in this Agreement, such terms or phrases shall mean and refer to the date on the first page of this Agreement.

17.10 No Individual Liability. Buyer and Seller hereby acknowledge and agree that, if such party is a corporation or other entity, none of the directors, officers, employees, shareholders, members, partners, affiliates, agents or direct or indirect principals of Seller or Buyer will have any personal obligation or liability under this Agreement or any document delivered by Seller or Buyer at Closing or otherwise delivered by Seller or Buyer in connection with the transactions contemplated in this Agreement, other than for claims of deliberate misrepresentation or fraud.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

SELLER:

VAL FLOORS, INC.

By: _____

Witness: _____

BUYER:

BOROUGH OF OCEANPORT
a Municipal Corporation

By: _____
Thomas Tvrdik, Mayor

Witness: _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROJECT AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND THE COUNTY OF MONMOUTH FOR THE PRESERVATION OF REAL PROPERTY KNOWN AS BLOCK 99, LOT 1, ELKWOOD AVENUE

**Resolution #2026-126
04/09/2026**

WHEREAS, the Borough of Oceanport desires to enter into a Project Agreement with the County of Monmouth for the purpose of preserving certain real property; and

WHEREAS, the governing body has determined that it is in the best interest of the Borough to participate in this project for the preservation and protection of open space and/or creation of property for recreational purposes..

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport, County of Monmouth, State of New Jersey, that the Mayor is hereby authorized to execute, and the Borough Clerk to attest, a Project Agreement between the Borough of Oceanport and the County of Monmouth for the preservation of real property, in a form acceptable to the Borough Attorney; and

BE IT FURTHER RESOLVED that all necessary municipal officials are hereby authorized to take any and all actions necessary to effectuate the purposes of this Resolution.

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 #2026-126 approved by the Oceanport Borough Council at the Regular Meeting held April 9, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**PROJECT AGREEMENT BETWEEN THE COUNTY OF MONMOUTH AND THE BOROUGH
OF OCEANPORT FOR THE PRESERVATION OF REAL PROPERTY
KNOWN AND DESIGNATED AS BLOCK 99, LOT 1 ON THE OFFICIAL TAX MAP OF THE
BOROUGH OF OCEANPORT, MONMOUTH COUNTY, NEW JERSEY**

This PROJECT AGREEMENT entered into this _____ day of _____, 2026

BETWEEN

The **COUNTY OF MONMOUTH**, hereinafter referred to as the “County and having offices
at the Hall of Records, One East Main Street, Freehold, NJ 07728.

AND

The **BOROUGH OF OCEANPORT**, hereinafter referred to as the “Borough” and having offices at the
Municipal Building, 910 Oceanport Way, Oceanport NJ 07757.

PURPOSE OF PROJECT AGREEMENT

To acquire real property known as known as designated as Block 99, Lot 1 on the official Tax Map
of the Borough of Oceanport, Monmouth County, New Jersey collectively referred to as the “ Open
Space Properties”, which will preserve open space, and conserve the natural resources of said Property.

WITNESSETH

WHEREAS, the Open Space Properties are owned as follows and notice should be provided to
as required to the addresses identified below:

- Block 99, Lot 1 Val Floors, Inc., 101 Plaza Center, #178, Secaucus, New Jersey 07094

WHEREAS, any correspondence or communication as to the County regarding the AGREEMENT shall be directed to the Monmouth County Park System, 805 Newman Springs Road, Lincroft, NJ 07738, Attention: Andrew Spears, Director; and

WHEREAS, any correspondence or communication as to the BOROUGH regarding this AGREEMENT shall be directed to Stephanie Kramer, Borough Clerk and Donna Phelps, Borough Administrator, Borough of Oceanport, 910 Oceanport Way, Oceanport, New Jersey, and

WHEREAS, the County has established the Monmouth County Open Space, Recreation, Floodplain Protection, Farmland and Historic Preservation Trust Fund for funding County open space preservation, natural resources conservation and public park and recreation projects; and

WHEREAS, the Borough has established the Borough Open Space Dedicated Trust Fund for funding Borough open space preservation, natural resources, conservation and public park and recreation projects within the Borough; and

WHEREAS, both the County and the Borough recognize the importance of preserving the Property in perpetuity for open space preservation, natural resources conservation and public park and recreation purposes; and

WHEREAS, the County and the Borough recognize the value of cooperating with one another to preserve and protect the Property; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and the Borough agree as follows:

A. Obligations of the County:

1. The County shall, upon receipt of a contract presented by the BOROUGH to the, owners of the Open Space Properties, shall bring this matter before the Monmouth County Board of Recreation Commissioners for recommendation by adopted Resolution and then before the Monmouth County Board of County Commissioners for authorization by adopted Resolution to participate in said land preservation project.

2. Upon authorization by adopted Resolution County shall encumber funds from its Open Space Trust Fund to cover 75% of the accepted Formal Offers of \$500,000 for the fee simple purchase of the Property.
3. Upon authorization by adopted Resolution, the County shall assign counsel to work with the Borough's attorney to enter into a Contract for Sale of Property with the owner(s) of the Property.
4. Upon signing of a Contract with the Borough and the owners of the Open Space Properties, the Monmouth County Park System may, by mutual agreement commence due diligence by commissioning a:
 - a. Title search and title commitment certified to both the County and the Borough.
 - b. Preliminary Assessment/Site Investigation (PA/SI) certified to both the COUNTY and the BOROUGH.
 - c. Survey of the Property, certified to both the County and the Borough
5. Upon satisfactory completion of due diligence, the County will coordinate a closing of title with the Borough's attorney and the attorneys/owners for the Open Space Properties and will accept a Deed of Conservation and Public Access Easement from the landowner(s) into the County over the entire Property.
6. The County will provide its cost-share for the acquisition of the Property at closing, as established by this Project Agreement.
7. Upon receipt of a Deed of Conservation and Public Access Easement, the County will have same recorded by the County Clerk.
8. The Deed of Conservation and Public Access Easement will be entered into the Land Register of public parkland, as maintained by the Monmouth County Park System.
9. The Property will be entered into County's Recreation and Open Space Inventory (ROSI) as maintained by the NJDEP Green Acres Program.

B. Obligations of the Borough:

1. The Borough shall commission at least one (1) full narrative appraisal of the Property by an appraiser on the list of appraisers approved by the Green Acres Program.
2. The Borough shall enter into negotiations with the landowner(s) and present a written Formal Offer for the acquisition of the Property on behalf of the Borough and the County.
3. Upon receipt of the accepted Formal Offer the Borough shall adopt an ordinance/Resolution authorizing the acquisition of the Property from the landowner(s).

4. The Borough shall encumber funds from its Open Space Trust Fund or other funding methods to cover 25% of the accepted Formal Offer or \$125,000, its cost-share to acquire the Property.
 5. The BOROUGH shall assign counsel to work with the County's counsel and the attorney for the landowner(s) to get under a Contract for Sale of Property for the acquisition of the Property.
 6. Upon signing of a Contract with the County and the landowner(s) of the Property, the Borough may, by mutual agreement commence due diligence by commissioning a:
 - a. Title search and commitment certified to both the County and the Borough
 - b. Preliminary Assessment/Site Investigation (PA/SI) certified to both the County and the Borough.
 - c. Survey of the Property, certified to both the County and the Borough.
 7. Upon satisfactory completion of due diligence, the Borough will coordinate a closing of title with the County and the landowner(s) attorney and will accept a Deed that conveys fee simple interest to the Borough from the landowner(s).
 8. The Borough will provide its cost-share for the acquisition of the Property at closing, as established by this PROJECT AGREEMENT.
 9. Upon receipt of a Deed, the Borough will have same recorded by the County Clerk.
 10. The Property will become part of the park system of the Borough and will be entered into the Borough's Recreation and Open Space Inventory (ROSI) as maintained by the NJDEP Green Acres Program.
- C. Agreement as to terms individually, jointly and severally by each party, County and/or Borough.
1. The parties agree upon appropriate signature and acknowledgement according to law as authorized by each governing body at a public meeting held by each, that the conditions and terms are intended to be included by reference in the Deed of Conservation Easement referred to herein and are intended to survive the closing of title.
 2. This Agreement is binding upon all parties who sign same and all who succeed to their rights and responsibilities.
 3. The parties further agree that each public entity that executes this Agreement has the legal authority to bind by and through its governing body to sign this Agreement and to take action as herein set forth to be provided by an appropriate resolution or ordinance of each public entity adopted at a public meeting.

IN WITNESS WHEREOF, the parties have caused these presents to be signed, sealed and acknowledged this day and year first written above.

BOROUGH OF OCEANPORT

COUNTY OF MONMOUTH

Mayor

Director, Board of County Commissioner

Borough Clerk

Clerk, Board of County Commissioner

Reviewed as to form by:

Reviewed as to form by:

Borough Attorney

Special Counsel

DRAFT

**RESOLUTION OF THE BOROUGH OF OCEANPORT PROMOTING
 GIANNA TAFURI, DEPUTY COURT ADMINISTRATOR, TO COURT
 ADMINISTRATOR**

**Resolution #2026-127
 04/09/2026**

WHEREAS, the Municipal Courts of the Boroughs of Oceanport, West Long Branch and Monmouth Beach operate under the authority of the New Jersey Judiciary and is responsible for the fair and efficient administration of justice; and

WHEREAS, the position of Court Administrator is essential to the effective operation of the Municipal Court; and

WHEREAS, Gianna Tafuri has served as Deputy Court Administrator and has demonstrated the knowledge, experience, and professionalism necessary to fulfill the duties of Court Administrator; and

WHEREAS, Gianna Tafuri has met all certification requirements established by the New Jersey Supreme Court and the Administrative Office of the Courts and is willing to accept the position.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport that Gianna Tafuri is hereby appointed to the position of Court Administrator for the Municipal Courts of Oceanport, West Long Branch and Monmouth Beach in recognition of her qualifications and service, at an annual salary of \$92,000.00 effective April 13, 2026; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the 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 #2026-127 approved by the Oceanport Borough Council at the Regular Meeting held April 9, 2026.

 STEPHANIE KRAMER
 ACTING BOROUGH CLERK

**BOROUGH OF OCEANPORT
ORDINANCE #1123**

**ORDINANCE AUTHORIZING THE BOROUGH TO PURCHASE BLOCK 99, LOT 1
FOR OPEN SPACE PRESERVATION PURPOSES**

WHEREAS, the Borough of Oceanport (the "Borough") established an Open Space Dedicated Trust Fund (the "Trust Fund") through the adoption of Ordinance 740-2001 which authorizes the Borough to utilize the Trust Fund for the costs incurred in connection with the acquisition of land for open space purposes and for the acquisition of land for passive or active recreational purposes; and

WHEREAS, the Borough Planning Board adopted an Open Space and Recreation Plan (the "Open Space Plan") in September 2012 which established its Plan Goals and Objectives, in part, as long-term open space preservation and the acquisition of a projected natural area preserve of wetlands and woodlands; and

WHEREAS, pursuant to numerous statutory schemes, including but not limited to N.J.S.A. 40:61-1 and N.J.S.A. 40A:12-3 et seq., the Borough is authorized to acquire real property for open space purposes; and

WHEREAS, the Borough believes it is in the best interest of the Borough to acquire a vacant land parcel for open space purposes on property designated as Block 99, Lot 1 located on Elkwood Avenue for \$500,000 owned by Val Floors, Inc., 101 Plaza Center, #178, Secaucus, New Jersey 07094 for its market value of \$500,000 (the "Open Space Property"); and

WHEREAS, the Borough adopted Resolution #2026- authorizing the Borough to enter into a contract to purchase the Open Space Property from the respective property owners upon satisfaction of the conditions within these contracts including a contribution from Monmouth County in the amount of 75% of the purchase price, and the subsequent adoption of an ordinance as required by the Local Land and Buildings Law, N.J.S.A. 40A:12-1 et. seq.; and

WHEREAS, the Borough Council believes it is in the best interest of the Borough to acquire the Open Space Property to further the goal of the Open Space Plan to create a natural area for active recreational purposes for the benefit of its residents.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Oceanport, County of Monmouth State of New Jersey that it hereby authorizes the purchase of Block 99, Lot 1 for \$500,000; and

BE IT FURTHER ORDAINED as follows:

1. The findings set forth in the foregoing preamble are hereby incorporated as if fully restated.
2. The Mayor is hereby authorized to execute all transactional documents necessary to acquire the Open Space Property consistent with the foregoing, the form and substance of which shall be subject to the review and approval of Borough Attorney.
3. The Mayor is hereby authorized to execute all documents required by the Monmouth County Municipal Land Preservation Incentive Program to obtain Monmouth County's share of the purchase prices for the Open Space Property.
4. The Mayor, Borough Clerk, Borough Attorney, Borough Administrator, and Chief Financial Officer are hereby authorized and directed to execute, file, and accept any and all such documents and undertake any and all such actions as may be reasonably necessary to effectuate the terms hereof, including the completion of closing and accepting title to the same.
5. The Chief Financial Officer is hereby authorized to complete a bill payment for the purchase of the Open Space Properties upon her ability to certify as to the sufficiency of funds.
6. All ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.
7. This Ordinance shall take effect upon passage and publication in accordance with law.

APPROVED ON FIRST READING

DATED:

STEPHANIE KRAMER

Clerk of the Borough of Oceanport

APPROVED SECOND READING

DATED:

STEPHANIE KRAMER

Clerk of the Borough of Oceanport

APPROVED BY THE MAYOR ON
THIS ____ DAY OF _____,
2026

THOMAS J. TVRDIK, Mayor