



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

AGENDA • JULY 18, 2024

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

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

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

II. Flag Salute, Statement to the Public

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

III. Roll Call

IV. Oath of Office

1. Stephanie Kramer, Deputy Borough Clerk

V. Public Comment on Action Items

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

VI. Action Items

VII. Clerk's Report

Old Business

1. Resolution authorizing Second Amendment to MOU with FMERA for Demolition of Bldgs 550, 551

New Business

2. Resolution authorizing payment of BILL LIST 07-18-2024
3. Resolution authorizing Tax Sale Redemption #19-00011
4. Resolution authorizing Tax Sale Redemption #22-00003
5. Resolution authorizing Tax Sale Redemption #23-00003
6. Resolution awarding a contract for Turf Field Sports Consultant
7. Resolution awarding Contract to Colliers Engineering & Design - 2024 Road Program
8. Resolution awarding contract for Roofing Services to Garden State Roofing
9. Resolution authorizing participation in the Purchasing Cooperative of America
10. Resolution authorizing an MOU with FMERA for Engineering Services - Dredging Feasibility Study

11. Resolution to amend 2024 budget for FMERA MOU Husky Brook Pond Dredging
12. Resolution authorizing Change Order #1 to 600 Area Water Main Services_Vaughan Construction
13. Resolution authorizing a Shared Services Agreement with Middletown for records management
14. Resolution appointing Fire Police member - Danial Schmid

Minutes

15. Workshop Minutes, April 4, 2024
16. Workshop Minutes, February 2, 2023

VIII. Administrator's Report**IX. Mayor's Report****X. Public Comment**

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

XI. Adjourn to Executive Session

#2024-178 Resolution authorizing an Executive Session, July 18, 2024

 X N.J.S.A. 10:4-12(b)(8) *Matters Relating to the Employment Relationship - Municipal Court Staffing*

XII. Return from Executive Session**XIII. Adjournment**

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AUTHORIZING A SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
FMERA AND THE BOROUGH OF OCEANPORT FOR ENGINEERING SERVICES RELATED TO
DEMOLITION OF BUILDINGS 550 AND 551 ON FORT MONMOUTH LANDS WITHIN THE BOUNDARIES
OF THE BOROUGH OF OCEANPORT**

Resolution

WHEREAS, the Borough of Oceanport entered into an Interagency Memorandum of Understanding with the Fort Monmouth Economic Revitalization Authority (FMERA) for engineering services related to the demolition plans and specifications for Buildings 550 & 551, located in the Fort Monmouth section of Oceanport pursuant with Resolution #2023-215; and

WHEREAS, pursuant with Resolution #2023-197, an amendment to the MOU was authorized in order to increase project funds to meet the bid of the lowest responsible bidder; and

WHEREAS, there is a need to amend the contracts with Yannuzzi Construction and Collier's Engineering & Design for the costs related to additional asbestos abatement of the soil in the crawl space of Building 551 as a result of the deteriorating asbestos insulated piping according to Change Order #1 submitted by the Borough Engineer received on July 3, 2024; and

WHEREAS, FMERA desires to further amend the MOU to increase the funds for the project related to the unanticipated services needed for Building #550 and #551,

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Oceanport authorize the Mayor and Clerk to sign and effectuate said Second Amendment to the MOU for specific services related to Building #550 and #551 in concert with the approval and signature by FMERA.

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

SECOND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING

This Second Amendment to the Memorandum of Understanding ("Second Amended MOU") dated the 18th day of July 2024, will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority ("FMERA") and the Borough of Oceanport (the "Borough") regarding the interagency agreement to fund the following items: the asbestos abatement (including removal, monitoring, and associated reporting), demolition, and site restoration activities (including preparation of all applications and associated, prerequisite environmental, engineering services and demolition permits) for Buildings 550 and 551 located in the Oceanport section of Fort Monmouth. FMERA and the Borough are collectively referred to herein as the "Parties."

WHEREAS, on October 5, 2023, FMERA and the Borough entered into a Memorandum of Understanding for the Borough's engineer Colliers Engineering and Design ("Colliers") to provide oversight and to bid services for the asbestos abatement, demolition, and site restoration activities for Buildings 550 and 551 located in the Oceanport section of Fort Monmouth ("MOU"); and

WHEREAS, on February 2, 2024, FMERA and the Borough entered into a First Amendment to the Memorandum of Understanding to increase the Project Funds to enter into contract with the lowest compliant bidder; and

WHEREAS, during abatement it was discovered that the asbestos pipe insulation in the crawl space of Building 551 had deteriorated to the point where it was sluffing off and contaminating the soil below it; and

WHEREAS, in order to remove this contaminated soil, the top inch of soil has to be removed manually and then characterized by sampling and testing as per the requirements of the disposal facility, the total amount of the disposal costs will have to be increased to provide for proper disposal of the contaminated soil; and

WHEREAS, the soil contamination is an unforeseen condition that the bidders could not have anticipated; and

WHEREAS, the Project funds were estimated to be Five Hundred and Sixteen Thousand Seven Hundred and Twenty-Nine (\$516,729.00) Dollars; and

WHEREAS, increase in costs to perform the remedial action along with Colliers oversight fees will increase the total costs by Two Hundred and Three Thousand Six Hundred and Fifty (\$203,650.00) Dollars as well as the Executive Director's delegated authority to increase costs by 10 percent for additional unforeseen costs; and

WHEREAS, the Parties now wish to enter into an amendment to increase the Project Funds to continue the asbestos abatement, demolition and site restoration activities for Building 550 and 551.

NOW THEREFORE, the Parties enter into this Amended MOU to reflect the mutual understanding of the Parties.

1. Section 5(a) is hereby amended to state:

- a. FMERA shall pay the costs of the Project, not to exceed Seven Hundred and Twenty Thousand Three Hundred and Seventy-Nine (\$720,379.00) Dollars "Project Funds." The additional estimates for remediation work on Building 551 and Collier fees are attached as **Exhibit F** and **Exhibit G**, respectively.
2. Entire Agreement, Ratifications and Reconciliation. The MOU, the First Amended MOU and this Second Amended MOU contain the final and entire Agreement between the Parties with respect to asbestos abatement, demolition and site restoration for Building 550 and 551 located in the Borough of Oceanport. Except as modified in this Second Amended MOU, the MOU is hereby ratified and remains in full force and effect. The terms and provisions of this

Second Amended MOU shall be reconciled with the terms and provisions of the MOU and First Amended MOU to the fullest extent reasonably possible; provided, however, in the event of any irreconcilable conflict between any term or provision of this Second Amended MOU and any terms or provisions of the MOU, such term or provision of this Second Amended MOU shall control.

The foregoing correctly reflects the Parties' understanding and intent.

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

ATTEST

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY

Kara Kopach Executive Director

ATTEST

BOROUGH OF OCEANPORT

Jeanne Smith, RMC
Borough Clerk

Thomas J. Tvrdek
Mayor

COST PROPOSAL**1.a****SUPPLEMENTAL CRAWLSPACE ABATEMENT (SOIL) – BUILDING 551**

Task	Unit	# of Units (Estimated)	Unit Price	Total
Crawlspace Soil Characterization sampling and analysis, prepare paperwork and obtain facility approval ***	L.S. per test	--	\$ 4,500.00**	\$ 4,500.00**
Operations and Removal of upper 1 inch of Soil from crawlspace	L.S.	--	\$ 120,000.00	\$ 120,000.00
Removal of Additional Soil from crawlspace (each 1 inch depth interval below upper 1 inch; horizontal extent as directed)	Cubic Yard	10	\$ 4,000/ per cubic yard	\$ 40,000.00
Management, Transportation and Disposal of Soil from crawlspace*	Ton	40	\$ 337.50/Ton	\$ 13,500.00
Providing, emplacing, and compacting certified clean fill (replacing the volume of soil that is removed and disposed)	Cubic Yard	20	\$ 125/ per cubic yard	\$ 2,500.00
TOTAL COST ESTIMATE				\$ 180,500.00

Notes:

L.S. = Lump Sum Cost

Other unit costs (e.g., cubic yard, ton) will be reimbursed based on calculated volumes and weight tickets

*Assumes no contaminants other than asbestos restrict disposal at the landfill (Waste Management - Fairless Landfill)

**Please note that a price of \$4,400.00 was quoted in Mr. Mucha's June 11, 2024 (1602 hours) email; a Lump Sum fee of \$4,500.00 is allowed in the Cost Proposal

*** Pricing is based on a per test basic.

Yannuzzi Group, Inc.

By: _____
Name (print)

Signature

Packet Pg. 6

Client Authorization Form

Date: July 3, 2024
Client: Borough of Oceanport
Project Name: Asbestos Abatement and Demolition of FMERA Buildings 550 & 551
Task Name: Additional Abatement Monitoring and Administration
Project No.: OPB0181C

We request your review and authorization of services as outlined below in order to proceed:

Services requested by: FMERA

Description of service contract scope:

Colliers Engineering & Design, Inc. (DBA Maser Consulting) proposes to provide the following service(s):

The following additional services are proposed for the Abatement of the contaminated soil in the crawlspace of Building 551:

Phase 1A -Abatement monitoring (same scope as in original contract/ proposal)- \$1,000/day estimated 10 days (budget)	\$10,000.00
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Phase 1B – Daily monitoring samples - lab fees of \$20/PCM and \$185/TEM (estimated budget)	\$2,050.00
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Phase 2A – Demolition Observation and Administration – additional project management time associated with the development of the removal method, negotiations with the Contractor, and contract administration.

Lump Sum	\$11,100.00
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The Business Terms and Conditions of the original contract shall still apply.

Services outlined above shall be invoiced:

☒ **Per diem/hourly**

☒ **Lump sum**

Payment terms are NET30 of receipt of invoice.

Estimated Budget = \$ See above

Fee = \$ See above

I (we) hereby authorize the services to proceed as outlined above:

Client Authorization Form prepared by:

William White III

Signer's Name (Print)

Project Manager's Name (Print)

Signature

Date

Project Manager's Signature

Date

Please sign the form where indicated & email or mail to Colliers Engineering & Design for our records.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING PAYMENT OF BILL LIST FOR JULY 18, 2024**

Resolution

WHEREAS, the Governing Body has considered the payment of said bills as set forth on the bill list at its public meeting of July 18, 2024.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for \$3,444,531.77.

CERTIFICATION OF FUNDS

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



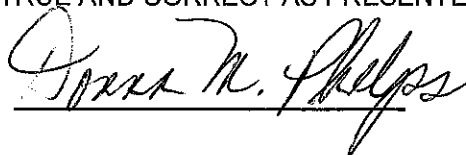
Catherine D. LaPorta, CFO

**BOROUGH OF OCEANPORT
BILL LIST**

18-Jul-24

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$171,123.23 13TH PAY
PAYROLL ACCOUNT	\$242,097.29 14TH PAY
dcrp	\$319.28
Utility check run	\$3,512.50
 GRANT FUND	 \$67,316.76
CAPITAL	\$407,743.10
DOG REGISTRY TOTAL	\$0.00
OPEN SPACE TRUST TOTAL	\$19,571.09
SUI	\$0.00
UCC TRUST	\$6,614.32
TRUST OTHER TOTAL	\$8,108.09
ESCROW TRUST TOTAL	\$9,351.94
NON BUDGETARY	\$1,169,906.89
2023 VOUCHERS PAID THIS MEETING	\$3,698.71
2024 VOUCHERS PAID THIS MEETING	\$1,335,168.57
TOTAL	\$3,444,531.77

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


Gloria M. Phelps

**Detail Check Report - (0110101000011) CASH OPERATING
Current Fund**

2.b

DATE	CHECK#	Vendor	Description	Payment	Check Total
06/27/2024	31452	1767 - ADT SECURITY CORPORATION	PO 17200 FIRE MONITORING - 06/30-07/28/24	68.13	68.13
06/27/2024	31453	1987 - CINTAS CORPORATION NO 2	PO 17222 DRAWDOWN FROM BLANKET 16534 FOR MONTHLY	241.08	241.08
06/27/2024	31454	1446 - DIRECT ENERGY BUSINES	PO 17191 OLD WHARF - 04/30-05/29/24	79.37	
			PO 17192 TRAFFIC LIGHTS - 05/01-30/24	124.23	
			PO 17193 STREET LIGHTS - 04/30-05/29/24	15.05	
			PO 17203 TRAFFIC LIGHTS - 05/01-30/24	25.82	244.47
06/27/2024	31455	1153 - JERSEY CENTRAL POWER & LIGHT	PO 17190 200-000-956-009 - 05/01-30/24	944.76	
			PO 17242 200-000-957-015 - 04/30-05/29/24	414.82	
			PO 17243 200-000-957-015 - 03/29-04/29/24	510.88	1,870.46
06/27/2024	31456	1814 - LEAF	PO 17220 COPIERS	223.01	223.01
06/27/2024	31457	1245 - NJ AMERICAN WATER CO	PO 17189 OLD WHARF - 05/10-06/12/24	67.83	67.83
06/27/2024	31458	1251 - NJ NATURAL GAS CO	PO 17219 LIBRARY - 05/14-06/13/24	46.10	46.10
06/27/2024	31459	1387 - VERIZON	PO 17186 910 OCEANPORT WAY INTERNET - 06/13-07/12	149.00	
			PO 17187 910 OCEANPORT WAY FIRE MONITORING - 06/1	116.35	
			PO 17188 LIBRARY PHONE - 06/07-07/06/247	263.07	528.42
TOTAL				-----	3,289.50
Total from Fund 01 Current Fund			3,289.50	-----	3,289.50

Detail Check Report - (1810101100101) CASH UCC TRUST
UCC Trust

2.c

DATE	CHECK#	Vendor	Description	Payment	Check Total
06/27/2024	1240	1814 - LEAF	PO 17220 COPIERS	223.00	223.00
		TOTAL		----- 223.00	
		Total from Fund 18 UCC Trust	223.00 =====		
			223.00		

List of Bills - (All Funds)

2.d

Vendor	Description	Payment	Check Total
Current Fund			
1532 - A & K EQUIPMENT, INC	PO 17051 REPLACEMENT TARP POLES + TARPS	1,695.52	1,695.52
1007 - ACTION UNIFORMS, LLC	PO 16840 Blanket (Uniform Equip)	24.00	
	PO 17085 Uniform purchase for Tom Pullaro SLEO 1	588.99	612.99
1658 - AMAZON CAPITAL SERVICES, INC	PO 16551 order for supplies for firearms	335.59	
	PO 16926 SUPPLIES FOR BOROUGH BUILDINGS	523.29	
	PO 17030 FIRST AID KITS AND SUPPLIES FOR BOROUGH	998.64	
	PO 17141 DVDs for Movies in the park	66.75	1,924.27
1658 - AMAZON CAPITAL SERVICES, INC	PO 17154 SUPPLIES	444.27	
	PO 17170 Equipment for Firearms	224.41	
	PO 17202 COURT SUPPLIES	70.89	739.57
1018 - ANCHOR RUBBER STAMP	PO 16884 NOTARY SUPPLIES - STEPHANIE KRAMER	108.95	
	PO 17150 NOTARY SUPPLIES - KIM PARENT	34.90	143.85
2216 - ANGELO CIAGLIA	PO 17178 REIMBURSE - FD PRINTER	479.96	479.96
2211 - ANTIQUE MOTORING CLUB OF MONMOUTH COUNTY	PO 17106 MEMORIAL DAY PARADE PARTICIPATION	100.00	100.00
1001 - AR COMMUNICATIONS	PO 17157 RADIOS AND REPROGRAMMING	44.45	44.45
1795 - ATLANTIC PRINTING & DESIGN	PO 16865 DAILY BOAT PASSES	73.10	
	PO 16993 Business Cards for Carroll, Kozak & Mail	496.99	570.09
1023 - ATLANTIC PRINTING&GRAPHICS LLC	PO 17208 2024 OCEANPORT NEWSLETTER - BULLETIN - J	1,428.00	1,428.00
2012 - ATLANTIC SECURITY & FIRE, INC	PO 17044 KEY CARDS	196.00	196.00
1029 - BEATRIZ C CRANEY	PO 16923 INTERPRETING - MAY 2024	352.50	
	PO 17183 INTERPRETING - JUNE 2024	140.00	492.50
2045 - BIRDS BEWARE, INC	PO 16814 GEESE CONTROL SERVICES FOR BORO PROPERTI	481.27	
	PO 17035 GEESE CONTROL SERVICES- JUNE	481.27	962.54
1751 - BOROUGH OF RUMSON	PO 16851 VEHICLE PURCHASE - RESOLUTION 32024-152	2,000.00	2,000.00
1525 - BOUND TREE MEDICAL	PO 15941 MEDICAL SUPPLIES	830.13	830.13
1816 - BULLET LOCK & SAFE COMPANY	PO 17158 SUPPLIES AND REPAIRS	125.00	125.00
2193 - CAPTUREPOINT, LLC	PO 17207 CP Training	1,000.00	1,000.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 17234 FMERA STORMWATER INFRASTRUCTURE STUDY	5,310.00	
	PO 17235 FMERA - 600 AREA WATER	6,444.01	
	PO 17238 BLDG 550 & 551 ASBESTOS ABATEMENT & DEMO	37,129.00	
	PO 17239 ASBESTOS SURVEY & DEMOLLITION OF BLDGS	1,980.00	
	PO 17250 GENERAL ENGINEERING	6,000.00	
	PO 17259 ASBESTOS SURVEY & DEMOLLITION OF BLDGS -	19,807.04	
	PO 17260 FMERA STORMWATER INFRASTRUCTURE STUDY -	3,658.75	
	PO 17262 FMERA - 600 AREA WATER - 07/03/24	2,493.75	82,822.55
1807 - COLLIERS ENGINEERING & DESIGN	PO 17263 BLDG 550 & 551 ASBESTOS ABATEMENT & DEMO	7,711.25	
	PO 17308 GENERAL ENGINEERING- 5/31/24	6,000.00	13,711.25
2197 - CRESTON HYDRAULICS, INC.	PO 17161 2003 FR.LINER S/N 1VFHBGAS73HL7600 TRK 1	167.79	167.79
1446 - DIRECT ENERGY BUSINES	PO 17272 TRAFFIC LIGHTS - 06/01-28/24	56.88	
	PO 17273 STREET LIGHTS - 05/30-06/27/24	12.95	
	PO 17274 PARKS - 05/01-30/24	30.19	
	PO 17275 OLD WHARF - 05/30-06/27/24	201.80	
	PO 17291 TRAFFIC LIGHTS - 05/31-06/30/24	38.65	
	PO 17292 PARKS - 05/31-06/30/24	49.21	389.68
1453 - DONNA PHELPS	PO 17205 MEETINGS DUE TO COVID - 06/20-07/19/24	90.09	90.09
1827 - ESRI, INC	PO 16697 OEM SOFTWARE RENEWAL	3,185.00	3,185.00
2190 - FIS ON SITE SERVICE LLC	PO 14872 38-98 PM/TIRES	2,000.00	
	PO 16817 Annual Chassis & Pump PM - 3875	1,345.00	
	PO 16900 PUMP SERVICE PM	350.00	
	PO 16994 Chassis/Pump/Aerial PM balance	695.00	4,390.00
1893 - FLOWERS BY VAN BRUNT	PO 16707 MEMORIAL DAY WREATH	350.00	350.00
1109 - FMERA	PO 17276 RT 537 - 06/01-30/24	273.26	
	PO 17277 BLDG 901 - 06/03-07/01/24 - BORO HALL	1,594.22	
	PO 17278 BLDG 900 - 06/01-30/24 - DPW	458.06	
	PO 17279 BLDG 977 - 06/03-07/01/24 - POLICE	1,986.80	4,312.34
2116 - FORGE SIGNWORKS, LLC	PO 14678 MESSAGE BOARD INSTALLATION	4,570.00	
	PO 14678 MESSAGE BOARD INSTALLATION	430.00	5,000.00
1991 - FRANK SKOVVAN JR	PO 17169 Uniform Reimbursement Skovvan	202.00	
	PO 17331 Equip purchase	509.25	711.25
1114 - G&M TROPHY COMPANY	PO 17179 ALUMINUM PLATE	25.00	25.00
1116 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 17319 Legal Notice - Public Hearing MCOSG2024	58.76	58.76
1941 - GOTO TECHNOLOGIES USA, INC	PO 17316 MONTHLY SERVICES - 6/21/24-07/20/24	199.00	199.00
1889 - GREAT AMERICA FINANCIAL SERVICES	PO 17287 MONTHLY RENTAL	159.00	159.00
2127 - HARTFORD FIRE INSURANCE COMPANY	PO 17198 FIRE INSURANCE - 433 MYRTLE	4,218.00	4,218.00
1143 - I.D.M. MEDICAL SUPPLY INC	PO 17022 FAS OXYGEN - MAY 2024	230.21	
	PO 17201 FAS OXYGEN - JUNE 2024	85.60	315.81
1649 - INTRON TECHNOLOGY, LLC	PO 17307 MONTHLY MANAGED PHONE SERVICES - 06/15/2	1,327.71	
	PO 17317 IT MANAGED SERVICES & SOFTWARE LICENSES	4,570.75	5,898.46

List of Bills - (All Funds)

2.d

Vendor	Description	Payment	Check	Total
1153 - JERSEY CENTRAL POWER & LIGHT	PO 17290 MAIN & INTERSECTION - JULY 2024	35.25		35.25
1158 - JOHN'S AUTO & TRUCK REPAIR LLC	PO 16760 Repairs made to 38-87 Fire Police/Utilit	939.00		939.00
1499 - KEVIN E KENNEDY, ESQ	PO 17318 PB Legal	500.00		500.00
2032 - KEVIN MORIARTY	PO 17185 PUBLIC DEFENDER	200.00		200.00
1476 - KING SECURITY	PO 17021 PAP ALARM MONITORING - SERVICE CALL	165.00		165.00
1182 - LAURA McCRAE	PO 17312 BULLETIN - JUN 2024 / JUL 2024	575.00		575.00
1814 - LEAF	PO 17296 OEM COPIER	82.32		82.32
1198 - MCAA OF MONMOUTH COUNTY	PO 17135 MUNICIPAL COURT ASSOCIATION OF MONMOUTH	45.00		45.00
1205 - MICHAEL CHENOWETH	PO 17168 Reimbursement for boots	159.65		159.65
1206 - MICHAEL KELLY	PO 17351 Reimbursement for AC State Chiefs Confer	586.16		586.16
1218 - MONMOUTH COUNTY POLICE ACADEMY	PO 17053 Training for Svenson & Skovran	300.00		300.00
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 17227 FA GASOLINE - MAY 2042	404.90		
	PO 17228 FD GASOLINE - MAY 2024	208.16		
	PO 17229 OEM GASOLINE - APR 2024	186.57		
	PO 17231 PD GASOLINE - MAY 2024	2,725.94		
	PO 17232 DPW - GASOLINE - MAY2024	2,177.67		5,703.24
1227 - MONMOUTH COUNTY TREASURER	PO 17304 2024 PRIMARY ELECTION SAMPLE BALLOTS	622.98		622.98
1222 - MONMOUTH COUNTY TREASURER	PO 17314 PILOT PAYMENT 2ND QTR OF 2024	3,817.05		
	PO 17333 COUNTY TAXES DUE - 3RD QTR 2024	943,128.90		
	PO 17334 COUNTY OPEN SPACE TAXES - 3RD QTR 2-24	143,270.61		
	PO 17335 COUNTY HEALTH TAXES - 3RD QTR 2-24	16,776.93		
	PO 17336 COUNTY LIBRARY TAXES - 3RD QTR 2024	60,512.46		1,167,505.95
1245 - NJ AMERICAN WATER CO	PO 17349 HYDRANT SERVICE - 05/23-06/24/24	8,776.88		8,776.88
1251 - NJ NATURAL GAS CO	PO 17342 FAS UTILITIES - 05/15-06/14/24	72.95		
	PO 17343 315 E. MAIN - 05/15-06/14/24	48.84		
	PO 17344 21 MAIN - 05/15-06/14/24	51.10		
	PO 17345 433 MYRTLE - 05/15-06/14/24	83.87		
	PO 17346 910 OCEANPORT WAY - 05/16-06/20/24	42.00		
	PO 17347 920 OCEANPORT WAY -05/16-06/17/24	51.10		
	PO 17348 930 OCEANPORT WAY - 05/16-06/17/24	303.29		653.15
1256 - NJIB ATTN: MICHELLE DEYO	PO 17121 NJIB LOAN PAYMENT	1,112,105.69		1,112,105.69
1267 - ONSOLVE, LLC	PO 17204 CODE RED RENEWAL - 06/30/24-06/29/25	5,510.00		5,510.00
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 17225 AFFORDABLE HOUSING - MAY 2024	703.00		
	PO 17226 GENERAL LEGAL - MAY 2024	4,845.00		5,548.00
1282 - POSTMASTER	PO 17311 POSTAGE FOR BULLETIN - SEPT / OCT 2024	700.00		700.00
1284 - POWERHOUSE SIGNWORKS	PO 17086 Movie Banners	810.00		810.00
1938 - PRIMEPOINT, LLC	PO 17184 PAYROLL SERVICES - 05/31, 06/07, & 06/21	641.20		641.20
2039 - PRO CAP 8, LLC	PO 16912 CERTIFICATE 32-00012 RESOLUTION #2024-1	704.29		
	PO 17341 CERTIFICATE 23-00003 RESOLUTION #2024-	1,471.65		2,175.94
1791 - READY FRESH	PO 17309 WATER DELIVERY SERVICE - JUNE	91.43		91.43
2130 - REARDON ANDERSON, LLC	PO 17151 CIVIL LITIGATION	1,085.00		1,085.00
1301 - RELIANCE GRAPHICS INC	PO 17142 PRINTING - PRIMARY ELECTION BALLOTS	2,370.00		2,370.00
1879 - RESERVE ACCOUNT - POSTAGE METER	PO 17177 POSTAGE REFILL	1,000.00		1,000.00
1406 - SAFE-T	PO 15313 UNIFORM / EQUIPMENT FIRE BUREAU	1,268.71		1,268.71
2042 - SEA BREEZE FORD, INC	PO 16738 NEW MASON DUMP #115	80.66		80.66
1315 - SEABOARD WELDING SUPPLY, INC.	PO 17027 MONTHLY DPW CYLINDER FOR WELDING	40.25		
	PO 17148 DPW CYLINDER REFILL FOR WELDING	186.40		226.65
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 17306 CONTRACT RENEWAL	50.00		50.00
1322 - SHORE REGIONAL BOARD OF ED	PO 17362 MAR 2024 STUDENT TRANSPORT	4,060.19		
	PO 17363 FEB 2024 STUDENT TRANSPORT	4,060.19		8,120.38
1325 - SHREWSBURY AUTO PARTS	PO 17036 SUPPLIES	188.32		
	PO 17171 various materials for Fire Department	544.55		732.87
1325 - SHREWSBURY AUTO PARTS	PO 17221 PARTS FOR RUMSON FORD F250 1FTSX215X6EA6	1,965.09		1,965.09
1326 - SIPS PAINT & HARDWARE	PO 17052 PAINT & SUPPLIES FOR OUTDOOR KEMPTON SHE	389.96		
	PO 17138 SUPPLIES	7.34		397.30
1970 - STARFIRE CORPORATION	PO 17280 Fireworks for Summers End- Deposit	1,225.00		1,225.00
1337 - SUBURBAN DISPOSAL	PO 17294 COLLECTION - JULY 2024	36,000.00		
	PO 17295 DISPOSAL FEE - JULY 2024	27,689.81		63,689.81
1338 - SUPLEE, CLOONEY & COMPANY	PO 17182 BOROUGH AUDIT - 2023 & FINANCIAL STATEME	29,465.00		29,465.00
1348 - THE HOME DEPOT	PO 17029 COMPACTION FORCE PLATE COMPACTOR	409.50		
	PO 17357 DRAWDOWN BLANKET 16458 FOR DPW SUPPLIES	340.08		749.58
1580 - THE TWO RIVER TIMES	PO 17181 Legal Notice - 2023 Audit Summary	50.22		
	PO 17315 LEGAL NOTICES	26.35		76.57
1447 - TREASURER STATE OF NJ	PO 17328 MARRIAGE LICENSE FEES 2ND QTR 2024	225.00		225.00
1365 - TREASURER: STATE OF NJ/7276SPT	PO 17149 NJDEP TRUST FUND MANAGEMENT	7,688.93		7,688.93
2061 - UGI ENERGY SERVICES, LLC	PO 17337 DPW - 05/16-06/17/24	5.14		
	PO 17338 PAP FIRE HOUSE - 05/15-06/14/24	23.30		
	PO 17339 FAS UTILITIES - 05/15-06/14/24	17.22		
	PO 17340 HOOK & LADDER - 05/15-06/14/24	5.08		50.74
1387 - VERIZON	PO 17323 POLICE FIOS - 06/24-07/23/24	318.75		318.75
1559 - Verizon Wireless	PO 17257 UCC/CLERK WIRELESS - 07/02-08/01/24	287.88		287.88

List of Bills - (All Funds)

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Vendor	Description	Payment	Check	Total
1558 - Verizon Wireless	PO 17266 FIRE WIRELESS - 07/02-08/01/24	120.09		120.09
1388 - VERIZON WIRELESS	PO 17267 FIRE BUREAU WIRELESS - 07/02-08/01/24	28.73		
	PO 17268 DPW - 07/02-08/01/24	40.01		
	PO 17288 POLICE WIRELESS - 06/24-07/23/24	691.20		759.94
1389 - VERIZON WIRELESS (OEM)	PO 17264 OEM WIRELESS - 07/02-08/01/24	2.69		2.69
1392 - W.B. MASON CO, INC	PO 16573 SUPPLIES FOR ADMIN, COURT, POLICE & FINA	353.60		353.60
Capital Fund				
2012 - ATLANTIC SECURITY & FIRE, INC	PO 17054 ACCESS CONTROL MONITORING - 04/01-06/30/	72.00		72.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 17236 2023 ROAD PROGRAM	24,990.00		
	PO 17237 ALLENHURST AVE BULKHEAD	1,021.25		
	PO 17364 2023 ROAD PROGRAM - 07/03/24	22,647.50		
	PO 17365 ALLENHURST AVE BULKHEAD - 07/03/24	323.75		48,982.50
2040 - MECO, INC	PO 17286 2023 ROAD PROGRAM (SIDEWALKS)	358,688.60		358,688.60
OPEN SPACE TRUST				
1658 - AMAZON CAPITAL SERVICES, INC	PO 16969 TENNIS COURT SIGNS	127.92		
	PO 16998 STOPPERS FOR UNDER THE PICKLEBALL COURT	49.75		
	PO 17167 SUPPLIES - OLD WHARF HOUSE	73.51		251.18
2012 - ATLANTIC SECURITY & FIRE, INC	PO 17054 ACCESS CONTROL MONITORING - 04/01-06/30/	24.00		24.00
2045 - BIRDS BEWARE, INC	PO 16814 GEESE CONTROL SERVICES FOR BORO PROPERTI	893.73		
	PO 17035 GEESE CONTROL SERVICES- JUNE	893.73		1,787.46
2183 - CENTRAL JERSEY MECHANICAL, INC.	PO 16378 YARD HYDRANT @ POOL AREA BBB	8,460.00		8,460.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 17366 TRINITY PARK IMPROVEMENT PROJECT - 07/03	6,840.00		6,840.00
2062 - DOVER OIL COMPANY	PO 17026 DIESEL FUEL - LIGHT TOWERS	726.66		726.66
2055 - GARDEN STATE CONCRETE	PO 17049 CONCRET DELIVERY FOR PADS	695.00		695.00
1348 - THE HOME DEPOT	PO 17356 DRAWDOWN BLANKET 16071 FOR SUPPLIES TENN	108.77		108.77
2066 - THOMAS BRENTS	PO 17050 CONCRETE PAD AT CHARLES PARK	600.00		600.00
1388 - VERIZON WIRELESS	PO 17265 BBB & OLD WHARF - 07/02-08/01/24	78.02		78.02
UCC Trust				
2100 - ALLEGRA MARKETING, PRINT & MAIL	PO 17048 UCC SUPPLIES	1,420.00		1,420.00
1751 - BOROUGH OF RUMSON	PO 16851 VEHICLE PURCHASE - RESOLUTION 32024-152	5,000.00		5,000.00
1242 - NEW JERSEY PLANNING OFFICIALS	PO 17119 REFERENCE BOOKS	49.50		49.50
1559 - Verizon Wireless	PO 17257 UCC/CLERK WIRELESS - 07/02-08/01/24	144.82		144.82
OTHER TRUST				
1658 - AMAZON CAPITAL SERVICES, INC	PO 17223 Supplies for Action Camp	110.63		110.63
1023 - ATLANTIC PRINTING&GRAPHICS LLC	PO 17164 Summers End inserts	387.50		
	PO 17208 2024 OCEANPORT NEWSLETTER - BULLETIN - J	400.00		787.50
1313 - SAKER SHOPRITE INC	PO 17310 ACTION CAMP SUPPLIES	20.97		20.97
1326 - SIPS PAINT & HARDWARE	PO 16982 Outdoor Shed for Action Camp	1,649.99		1,649.99
1970 - STARFIRE CORPORATION	PO 17280 Fireworks for Summers End- Deposit	3,775.00		3,775.00
1167 - T.N.C. PROMOTIONAL ADVERTISING	PO 16866 Action Camp Staff Tee Shirts	664.00		664.00
2066 - THOMAS BRENTS	PO 17072 CONCRETE LABOR - ACTION CAMP SHED	1,100.00		1,100.00
DEVELOPERS ESCROW TRUST				
1819 - ANDREW TORREGROSSA	PO 17195 DEVELOPERS ESCROW RELEASE	46.94		46.94
2229 - BRIAN WIDDIS	PO 17176 REFUND DEVELOPERS ESCROW	8.75		8.75
1720 - CGP&H	PO 17209 HOUSING REHABILITATION SERVICES - 05/31/	300.00		
	PO 17210 ADM AGENT FPR AFFORDABLE HOUSING - 05/02	1,050.00		1,350.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 17293 Engineering - 196 Monmouth Blvd, LLC	121.25		
	PO 17297 PB Engineering - FMBC	1,356.25		
	PO 17298 PB Engineering - Manvan LLC	138.75		
	PO 17300 PB Engineering - 27 Werah Place	185.00		
	PO 17303 PB Engineering - JCP&L	185.00		1,986.25
2089 - FOUR STAR DEVELOPERS	PO 17196 HOME IMPROVEMENT CASE #OPRT-2202	4,490.00		4,490.00
1499 - KEVIN E KENNEDY, ESQ	PO 17299 PB Legal - Manvan LLC	60.00		
	PO 17301 PB Legal - JCP&L	1,410.00		1,470.00
TOTAL				3,027,479.47

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	2,508,774.17
01-192-09-000-008	SEN CIT HOUSING IN LIEU OF TAX			3,817.05	
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	1,721.65			
01-201-20-120-200	MUNICIPAL CLERK OE	12,221.40			

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ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	30,213.39			
01-201-20-155-200	LEGAL SERVICES OE	6,633.00			
01-201-20-165-200	BOROUGH ENGINEER OE	12,000.00			
01-201-21-180-200	PLANNING BOARD OE	540.88			
01-201-23-210-200-1	GENERAL LIABILITY	4,218.00			
01-201-25-240-200	POLICE OE	4,181.50			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	8,780.01			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	8,776.88			
01-201-25-260-200	FIRST AID ORGANIZATION OE	1,411.11			
01-201-25-265-200	FIRE DEPARTMENT OE	1,319.60			
01-201-25-265-209	REPAIRS & MAINTENANCE	3,329.00			
01-201-25-265-400	FIRE BUREAU OE	28.73			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	226.65			
01-201-26-300-271	REPAIRS	3,909.06			
01-201-26-300-273	SUPPLIES	3,022.36			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	28,500.00			
01-201-26-306-200	RECYCLING OE	7,500.00			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	3,077.77			
01-201-26-310-252	REPAIRS & EQUIPMENT	290.00			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	2,201.75			
01-201-29-405-200	TRANS OF HS STUDENTS OE	8,120.38			
01-201-30-410-200	NJETS ADMIN FEES	9,397.50			
01-201-31-430-201	ELECTRICITY	4,240.88			
01-201-31-430-203	TELEPHONE/INTERNET	1,670.66			
01-201-31-430-205	NATURAL GAS	613.72			
01-201-31-430-207	STREET LIGHTING	496.39			
01-201-31-430-208	GASOLINE & OIL	5,703.24			
01-201-31-465-200	SANITATION DUMPING FEES	27,689.81			
01-201-41-717-200	FMERA MOU MAIN POST	21,787.04			
01-201-43-490-200	MUNICIPAL COURT OE	749.09			
01-201-43-495-200	PUBLIC DEFENDER-OTHER EXPENSE	200.00			
01-201-45-920-200	DEBT SERVICE OE	1,110,397.12			
01-203-25-265-209	(2023) REPAIRS & MAINTENANCE		2,000.00		
01-203-25-265-400	(2023) FIRE BUREAU OE		1,268.71		
01-203-26-310-200	(2023) PUBLIC BUILDINGS & GROUNDS OE		430.00		
01-208-55-000-039	COUNTY TAX PAYABLE			943,128.90	
01-208-55-000-041	COUNTY OPEN SPACE TAX			143,270.61	
01-208-55-000-042	COUNTY HEALTH TAX			16,776.93	
01-208-55-000-043	COUNTY LIBRARY TAX			60,512.46	
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			2,175.94	
01-218-55-000-028	DUE STATE-MARRIAGE LICENSES			225.00	
TOTALS FOR	Current Fund	1,335,168.57	3,698.71	1,169,906.89	2,508,774.17
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	67,316.76
02-213-40-700-065	SPORTS WAGERING GRANT			4,570.00	
02-213-40-700-069	FMERA MOU-550 & 551			44,840.25	
02-213-40-700-070	FMERA MOU-600 AREA WATER			8,937.76	
02-213-40-700-071	FMERA - STORMWATER INFRASTRUCTURE STUDY			8,968.75	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	67,316.76	67,316.76
04-101-01-100-011	CAPITAL CASH - TD			0.00	407,743.10
04-215-55-474-000	MUNICIPAL COMPLEX ORD #970			72.00	
04-215-55-988-A00	ROADS, DRAINAGE, TRAFFIC SIGNAL, BULKHEA			1,345.00	
04-215-55-995-A00	2023 ROAD PROGRAM			406,326.10	
TOTALS FOR	Capital Fund	0.00	0.00	407,743.10	407,743.10
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	19,571.09
06-270-00-500-020	RESERVE FOR OPEN SPACE			19,571.09	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	19,571.09	19,571.09
18-101-01-100-101	CASH UCC TRUST			0.00	6,614.32
18-270-55-600	RESERVE FOR UCC TRUST			6,614.32	
TOTALS FOR	UCC Trust	0.00	0.00	6,614.32	6,614.32
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	8,108.09
60-270-55-600-105	RES.FOR RECREATION			3,545.59	
60-270-55-600-115	RES.FOR SUMMERS END			4,562.50	
TOTALS FOR	OTHER TRUST	0.00	0.00	8,108.09	8,108.09

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
=====					
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	9,351.94
61-270-55-600-205	RES. FOR DEV.ESCROW			9,351.94	
=====					
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	9,351.94	9,351.94
=====					

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Total to be paid from Fund 01 Current Fund	2,508,774.17
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	67,316.76
Total to be paid from Fund 04 Capital Fund	407,743.10
Total to be paid from Fund 06 OPEN SPACE TRUST	19,571.09
Total to be paid from Fund 18 UCC Trust	6,614.32
Total to be paid from Fund 60 OTHER TRUST	8,108.09
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST	9,351.94
	=====
	3,027,479.47

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

From 07/01/2024 to 07/31/2024 With a Line Amount > 10000.00

DATE	ENTRY #	PO#	CHECK #	ACCOUNT	VENDOR/EXPLANATION	DEBIT	CREDIT	ACCOUNT
7/11/2024	17238			02-213-40-700-069	BLDG 550 & 551 ASBESTOS ABATEMENT & DEMO	37,129.00		
7/11/2024					COLLIERS ENGINEERING & DESIGN		37,129.00	02-160-05-000-001
7/15/2024	17259			01-201-41-717-200	BLDG 814, 815, 820, 822, 826, & 830 DEMO	19,807.04		
7/15/2024					COLLIERS ENGINEERING & DESIGN		19,807.04	01-101-01-000-011
7/15/2024	17286			04-215-55-995-A01	PAYMENT CERTIFICATE #4	358,688.60		
7/15/2024					MECO, INC		358,688.60	04-101-01-100-011
7/15/2024	17334			01-208-55-000-041	COUNTY OPEN SPACE TAXES - 3RD QTR	143,270.61		
7/15/2024					MONMOUTH COUNTY TREASURER		143,270.61	01-101-01-000-011
7/15/2024	17333			01-208-55-000-039	COUNTY TAXES DUE - 3RD QTR	943,128.90		
7/15/2024					MONMOUTH COUNTY TREASURER		943,128.90	01-101-01-000-011
7/15/2024	17335			01-208-55-000-042	COUNTY HEALTH TAXES 3RD QTR	16,776.93		
7/15/2024					MONMOUTH COUNTY TREASURER		16,776.93	01-101-01-000-011
7/15/2024	17336			01-208-55-000-043	COUNTY LIBRARY TAXES - 3RD QTR	60,512.46		
7/15/2024					MONMOUTH COUNTY TREASURER		60,512.46	01-101-01-000-011
7/15/2024	17294			01-201-26-305-201	SOLIDE WASTE 07/24	28,500.00		
7/15/2024				01-201-26-306-201	RECYCLING 07/24	7,500.00		
7/15/2024					SUBURBAN DISPOSAL		36,000.00	01-101-01-000-011
7/15/2024	17295			01-201-31-465-201	DISPOSAL	20,820.77		
7/15/2024				01-201-31-465-201	RECYCLING ENHANCEMENT ACT	713.04		
7/15/2024				01-201-31-465-201	RECYCLING FEE	6,156.00		
7/15/2024					SUBURBAN DISPOSAL		27,689.81	01-101-01-000-011
7/15/2024	17364			04-215-55-995-A01	2023 OCEANPORT ROAD PROGRAM	22,647.50		
7/15/2024					COLLIERS ENGINEERING & DESIGN		22,647.50	04-101-01-100-011

JULY SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-101-01-000-011	CASH OPERATING				1,247,185.75
02-160-05-000-001	DUE TO/FROM CURRENT FUND				37,129.00
04-101-01-100-011	CAPITAL CASH - TD				381,336.10
01-201-26-305-201	SANITATION-TRASH REMOVAL		28,500.00		

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

2.e

From 07/01/2024 to 07/31/2024 With a Line Amount > 10000.00

JULY SUMMARY BY ACCOUNT:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	PENDING CR
01-201-26-306-201	OTHER EXPENSES		7,500.00		
01-201-31-465-201	SANITATION DUMPING FEES		27,689.81		
01-201-41-717-200	FMERA MOU MAIN POST		19,807.04		
01-208-55-000-039	COUNTY TAX PAYABLE			943,128.90	
01-208-55-000-041	COUNTY OPEN SPACE TAX			143,270.61	
01-208-55-000-042	COUNTY HEALTH TAX			16,776.93	
01-208-55-000-043	COUNTY LIBRARY TAX			60,512.46	
02-213-40-700-069	FMERA MOU-550 & 551			37,129.00	
04-215-55-995-A01	2023 ROAD PROGRAM			381,336.10	
JULY TOTALS (FOR RANGE):			83,496.85	1,582,154.00	1,665,650.85

SUMMARY BY ACCOUNT FOR RANGE:

ACCOUNT	ACCOUNT DESCRIPTION	APR RESERVE	CURRENT	NON-BUDGETARY	DISBURSED
01-101-01-000-011	CASH OPERATING				1,247,185.75
02-160-05-000-001	DUE TO/FROM CURRENT FUND				37,129.00
04-101-01-100-011	CAPITAL CASH - TD				381,336.10
01-201-26-305-201	SANITATION-TRASH REMOVAL		28,500.00		
01-201-26-306-201	OTHER EXPENSES		7,500.00		
01-201-31-465-201	SANITATION DUMPING FEES		27,689.81		
01-201-41-717-200	FMERA MOU MAIN POST		19,807.04		
01-208-55-000-039	COUNTY TAX PAYABLE			943,128.90	
01-208-55-000-041	COUNTY OPEN SPACE TAX			143,270.61	
01-208-55-000-042	COUNTY HEALTH TAX			16,776.93	
01-208-55-000-043	COUNTY LIBRARY TAX			60,512.46	
02-213-40-700-069	FMERA MOU-550 & 551			37,129.00	
04-215-55-995-A01	2023 ROAD PROGRAM			381,336.10	
TOTALS (FOR RANGE):			83,496.85	1,582,154.00	1,665,650.85

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #19-00011 FOR
BLOCK 115 LOT 15 KNOWN AS 9 CENTER STREET**

Resolution

WHEREAS, at the Borough Tax Sale held on October 24, 2019, a lien was sold on Block 115 Lot 15, otherwise known as 9 Center Street; and

WHEREAS, this lien, known as Tax Sale Certificate 19-00011 was sold to Gledhill Associates LLC at an interest rate of 0%;
and

WHEREAS, the owner has redeemed Certificate 19-00011 in the amount of \$2,209.09.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$2,209.09 payable to Gledhill Associates LLC, 68 White St. Suite 7 #204, Red Bank, NJ 07701 for the redemption of Tax Sale Certificate 19-00011.

BE IT FURTHER, RESOLVED, that the CFO be authorized to issue a check in the amount of \$100.00 (Premium) to the aforementioned lienholder.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #22-00003 FOR
BLOCK 64 LOT 10 KNOWN AS 92 GOOSENECK POINT RD**

Resolution

WHEREAS, at the Borough Tax Sale held on October 7, 2022, a lien was sold on Block 74 Lot 13, otherwise known as 92 Gooseneck Point Rd.; and

WHEREAS, this lien, known as Tax Sale Certificate 22-00003 was sold to Pro Cap 8 FBO Firsttrust Bank at an interest rate of 18%; and

WHEREAS, the owner has redeemed Certificate 22-00003 in the amount of \$7,886.00.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$7,886.00 payable to Pro Cap 8 FBO Firsttrust Bank, PO Box 774, Fort Washington, PA 19034-0774 for the redemption of Tax Sale Certificate 22-00003.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #23-00003 FOR
BLOCK 64 LOT 10 KNOWN AS 448 BRANCHPORT AVE**

Resolution

WHEREAS, at the Borough Tax Sale held on October 5, 2023, a lien was sold on Block 64 Lot 10, otherwise known as 448 Branchport Ave.; and

WHEREAS, this lien, known as Tax Sale Certificate 23-00003 was sold to Pro Cap 8 FBO Firsttrust Bank at an interest rate of 18%; and

WHEREAS, the owner has redeemed Certificate 23-00003 in the amount of \$1,471.65.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$1,471.65 payable to Pro Cap 8 FBO Firsttrust Bank, PO Box 774, Fort Washington, PA 19034-0774 for the redemption of Tax Sale Certificate 23-00003.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT TO THE BORJA GROUP FOR TURF FIELD SPORTS CONSULTANT FOR
THE PERIOD JULY 1, 2024 TO JUNE 30, 2025**

Resolution

WHEREAS, the Borough of Oceanport has a need to retain turf field sports consulting services for the Borough in connection with the Maria Gatta Park Turf Fields; and

WHEREAS, a determination has been made by the Borough that the value of the services will exceed \$17,500.00.

WHEREAS, these contracts constitute a "Professional Service" contract under the provisions of the Local Public Contracts Law because the service is a recognized profession, licensed and regulated by the State of New Jersey, and therefore, may be awarded without competitive bidding pursuant to N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, this services contract was advertised under the Fair & Open Contracting Requirements pursuant to N.J.S.A.19:44A:20.4.5; and

WHEREAS, the Borough received one (1) formal written response to the Borough's Request for Proposals for the aforesaid turf field sports consulting services for which they are qualified, ready and able to provide said services; and

WHEREAS, the Borough of Oceanport desires to appoint The Borja Group as the Borough's Turf Field Sports Consultant for the period commencing July 1, 2024 and ending June 30, 2025, and

WHEREAS, funds are available in the Open Space Trust Fund as certified below by the Chief Financial Officer,

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

1. A contract is hereby awarded to the Borja Group as Turf Fields Sports Consultant.
2. That the Mayor and Borough Clerk are authorized to execute the contract with The Borja Group consistent with their proposal and the Borough's RFP subject to review by the Borough Attorney.
3. The term of the contract shall be July 1, 2024 to June 30, 2025
4. That the compensation associated with the contract shall not exceed \$7,500 per month for 12 months for a total contract amount of \$90,000.00.
5. That the Borough Clerk shall publish a notice of the award in the Two River Times and the resolution and contract shall remain on file in the Borough Clerk's office.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in Account #06-270-00-500-024 (Open Space Trust) in the amount of \$45,000.00 for CY2024 with the balance of \$45,000 to be paid in CY2025 subject to adoption of the 2025 budget and availability of funds in the Open Space Trust Fund.


Catherine D. LaPorta, CFO

THURSDAY, JUNE 13, 2024

**REQUEST FOR
PROPOSALS/QUALIFICATIONS**

TURF FIELD SPORTS CONSULTANT 2024 - 2025

Mayor & Council
Attn: Jeanne Smith, Borough Clerk
Borough of Oceanport
910 Oceanport Way
Oceanport, New Jersey 07757



The Borja Group • PO Box 222 • Oceanport, New Jersey 07757
(212) 203-8035

BOROUGH OF OCEANPORT
MONMOUTH COUNTY, NEW JERSEY

2024-2025 BOROUGH TURF FIELD SPORTS CONSULTANT

PROPOSAL EVALUATION FORM

Company: THE BORTA GROUP

Evaluation Criteria	Possible Points	Awarded Points	Remarks of Review Committee
Experience / References	30		
Responsiveness to Proposal	20		
Compensation Proposal	50		
TOTAL	100		

THURSDAY, JUNE 13, 2024

**REQUEST FOR
PROPOSALS/QUALIFICATIONS**

TURF FIELD SPORTS CONSULTANT 2024 - 2025

Mayor & Council
Attn: Jeanne Smith, Borough Clerk
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910 Oceanport Way
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The Borja Group • PO Box 222 • Oceanport, New Jersey 07757
(212) 203-8035



introduction . A



The BorjaGroup's advocacy for bringing communities together through sports and our passion for delivering an exceptional customer experience is truly The Partnership That Fits. This partnership will enable the Borough of Oceanport to drive the direction of Maria Gatta Community Park and establish the day-to-day management protocol of the town sports facilities. The BorjaGroup's expertise in strategic facility plan development and implementation, utilizing best-in-class technology, will maximize the turf fields' earning potential and drive an economic impact to the borough, the community of Monmouth County and the entire State of New Jersey.

Our 2024 - 2025 program proposal, is a turnkey, captivating financial and targeted marketing plan backed by a solid understanding of the demographic stage, local and regional revenue streams, and dynamic market trends. At Maria Gatta, The Borja Group will elevate and amplify the economic results of 2023 and drive new programs to maximize field and event revenue for the Borough of Oceanport.

The Team, a group of innovative and focused individuals, all leaders in the sports property management space, will enhance the borough's efforts by leveraging our depth of expertise and industry relationships. Built on the foundation of over 70 years of combined youth sports and facility management, our interconnected know-how, fierce passion, agility, and creativity puts the Borja Group at the top of the pyramid, delivering customized solutions with proven tactics to increase results for The Borough of Oceanport.



2023-24 review . B

A PARTNERSHIP THAT FITS

Highlights

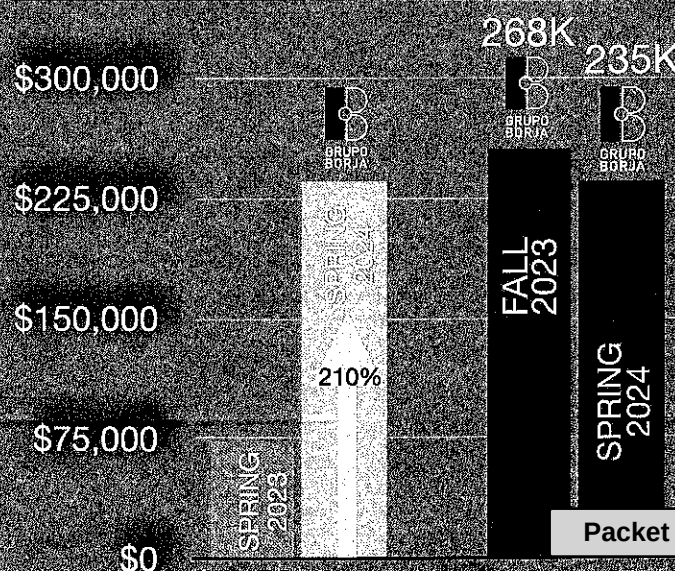
Over the last two renting seasons, The Borja Group's targeted marketing plan and innovative field design protocol at Maria Gatta Park have generated half a million dollars in new field rental revenues for the Borough of Oceanport. The proprietary applied scheduling innovations utilized on the weekends delivered a year-over-year revenue growth rate of over 200%.

In addition to the significant increase in revenues, The Borja Group has maintained an impressive 94% rental efficiency during the week days of both the fall 23 and spring 24 seasons, ensuring smooth operations and maximum utilization of the facilities.

Without missing an opportunity for growth, The Borja Group developed a plan to assist and deliver turf playing fields for five middle school athletic programs and three recreational town youth sports programs.

- ✓ Introduced 10 Different New Sporting Events in the Fall, Winter & Spring 2023-2024
- ✓ Developed the Fall-Spring Week Day schedule - Operated a over 90% Efficiency
- ✓ Managed 5 Maple Place fall/spring youth sports teams
- ✓ Developed the Spring Weekend Game schedule. Over 400 games played on the Turf
- ✓ Managed the collection of over \$280,000 of revenue in December 2023.
- ✓ Developed the business plan and revenue projections for 2024-2025 at Maria Gatta Community Park
- ✓ Managed the collection of over \$210,000 of revenue in JAN, FEB, MAR 2024

Total New Revenues 500K





FEE Proposals . C

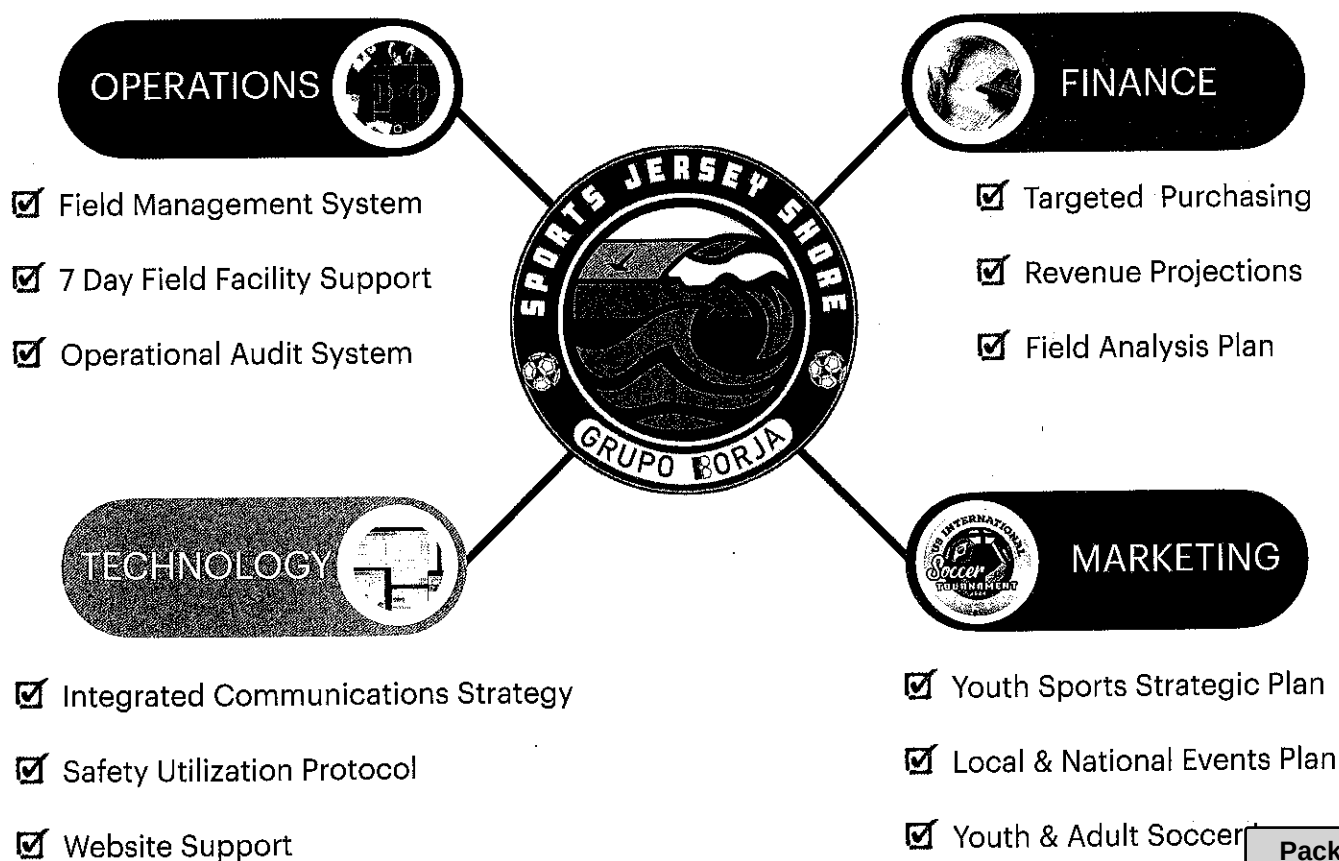
Deliverables and Scope of Work

1. **Status:** Independent Contractor - Consulting Group
2. **Term:** One-Year (1), with an effective start date of July 1, 2024.
3. **Fee:** Twelve (12) equal payments of \$7,500.00 each, available on the last day of each month of the term.

MONTH	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APL	MAY	JUN
FEE	\$7500	\$7500	\$7500	\$7500	\$7500	\$7500	\$7500	\$7500	\$7500	\$7500	\$7500	\$7500

4. **Schedule of payments:** 1st Payment - Due July 31, 2024
5. **Capital Expenditures:** The Borough of Oceanport will manage all related capital purchases.
6. **Approvals:** The BorjaGroup is required to obtain prior written approval of all projects.
7. **Personal Expenses:** The BorjaGroup is responsible for all personal expenses during the proposal term.
8. **Termination:** This agreement can be terminated upon sixty (60) days' written notice to The BorjaGroup

Targeted Plan





projections . D

2024
+ 125k of New Field Revenues
2025

The Borja Group's **MAXIMIZATION** targeted 2024-2025 facility's plan and innovative sports programs will bring an additional \$125,000 in new revenues during periods of lighter utilized field space throughout the term of the new appointment.

Establish & Manage

- ✓ 7 EDP Winter Events
- ✓ Spring Week Day Season (6 Team)
- ✓ Spring Weekend Season (200+)
- ✓ 3 LAX MEGA Summer Events
- ✓ 4 US Soccer Coaching Lic
- ✓ 2 US Olympic Program
- ✓ 3 NJYS Olympic Development

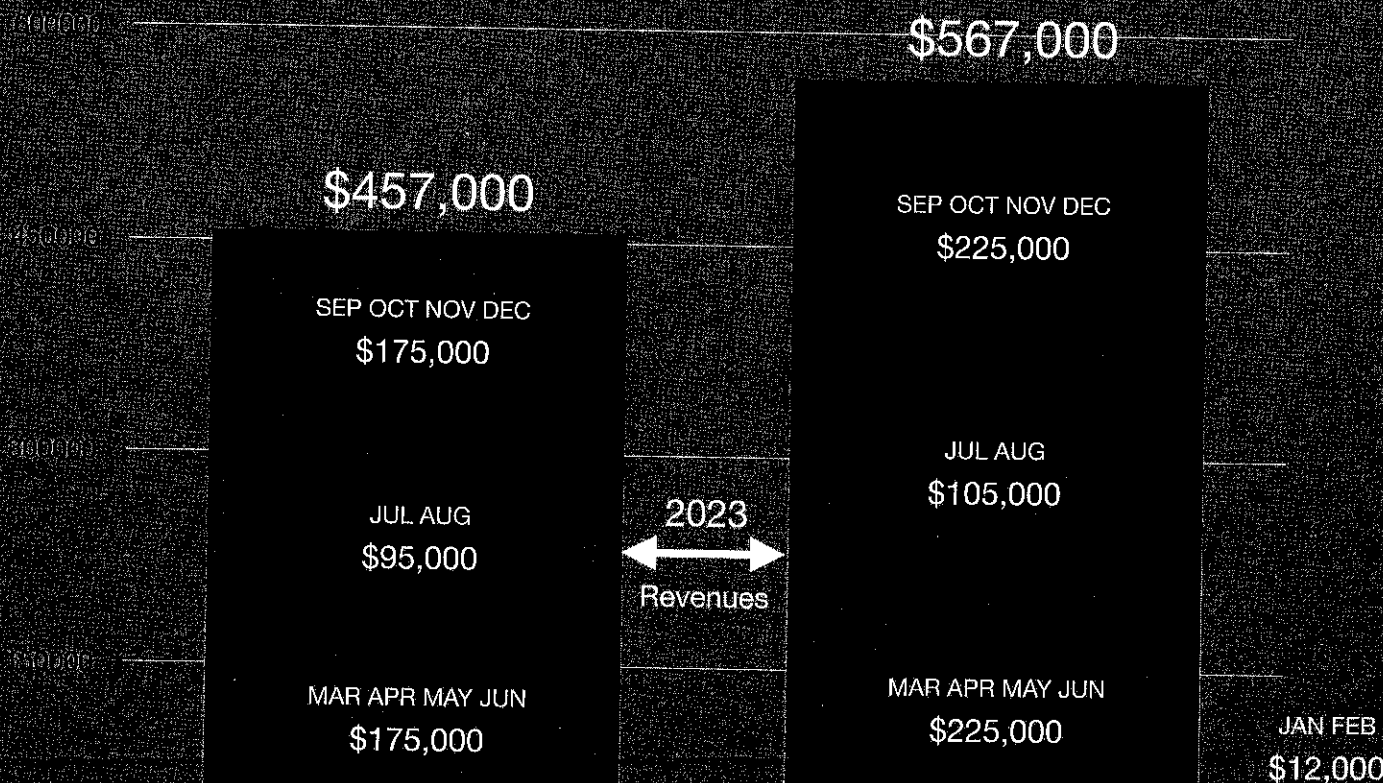
Field Maximization Plan

- ✓ Elite Development Program Spring
- ✓ Elite Development Program Summer
- ✓ Recreation Field System Development
- ✓ 6 Adult Mens Soccer League
- ✓ Co-Ed Soccer League
- ✓ 2 High School Shore Boys League
- ✓ 2 High School Shore Girls League

- ✓ 2 Youth Roots Program @ MGP
- ✓ 2 Adult Shore Soccer Tournament
- ✓ 6 Fall Adult Soccer League
- ✓ Fall Week day Season (6 Teams)
- ✓ Fall Weekend Season (250+)
- ✓ Shore Conference All-Start Game
- ✓ Shore Conference Girls All-Start
- ✓ REC Soccer Development MSL G

2024 Revenue Projections

2025 Revenue Projections





references . E

1. USA SOCCER - New Jersey Youth Soccer
Biggest Event & Special Programs Partner of Maria Gatta Park
2. Trinity Hall - Young Women in the Catholic Tradition
High School Partner of Maria Gatta Park - 8 Varsity & JV Teams
3. Peninsula Soccer Club
Biggest Revenue Partner of Maria Gatta Park - 35% of Total Sales
4. Rumson Futbol Club
2nd Biggest Revenue Partner of Maria Gatta Park - 15% of Total Sales
5. Shore Fire FC / Dutchmen FC
Local Travel Soccer Partner of Maria Gatta Park - Over 100 Local Kids
6. Maple Place Middle School
Local Middle School Partner of MGP - 4 Practice Teams & Games
7. Sports Lines LLC
Biggest Vendor Partner of Maria Gatta Park - Fall/Spring 2023-2024

BOROUGH OF OCEANPORT
MONMOUTH COUNTY, NEW JERSEY

2024-2025 BOROUGH TURF FIELD SPORTS CONSULTANT

REFERENCES
Experience & Qualifications Questionnaire

Please provide at least 3 references below:

Name: NEW JERSEY YOUTH SOCCER Phone: (609) 490-0725

Address: 3 PARAGON WAY, NJ

Equipment/Service Provided: MGP FIELD PARTNER

Contract Amount: _____

Name: PENINSULA SOCCER Phone: _____

Address: LITTLE SILVER, NJ

Equipment/Service Provided: MGP FIELD PARTNER

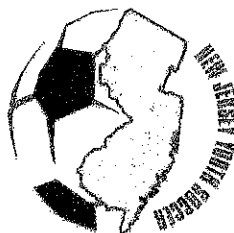
Contract Amount: _____

Name: SPORT LINES LLC Phone: (732) 400-4845

Address: COLTS NECK NJ

Equipment/Service Provided: MGP VENDOR PARTNER

Contract Amount: _____



New Jersey Youth Soccer

3 Paragon Way
Suite 400
Freehold, NJ 07728
609-490-0725

communications@njyouthsoccer.com

NJ Youth Soccer has benefited greatly from the opportunity to work with The Borja Group. Primarily, this regards events that we have hosted in Oceanport. Having had the privilege of working closely with The Borja Group on several occasions, I can attest to their exceptional professionalism, expertise, and dedication to delivering outstanding results.

The following are examples of how The Borja Group has proven to be a valuable collaborator:

1. **Expertise and Experience:** The Borja Group brings a wealth of expertise and experience to the events we have hosted in Oceanport. Their deep understanding of event logistics, competition and marketing strategies has enabled us to raise the profile of our premier events, such as the State Cup finals and Olympic Development Program tournaments.
2. **Relationships:** The Borja Group's strong relationships with a network of local vendors, providers and clubs has ensured top-quality results for our major events. Relationships with hotel providers, local soccer clubs, and restaurants created a first-class experience for the US Soccer National C license we hosted in Oceanport with coaches who traveling into New Jersey from across the country.
3. **Problem Solving:** The Borja Group's ability to problem solve in a professional manner has been invaluable. We know live events bring the unexpected and Santiago's ability to address each issue has been exemplary. As an example, the day before the US Soccer National C license we learned that the lead instructor tore a ligament in her knee and was on crutches. Immediately, Santiago worked through logistics (e.g. access to a golf cart, adjust venue access) to minimize the strain on the instructor.

We look forward to hosting more events in Oceanport because of the professionalism that The Borja Group has demonstrated to ensure the success of our events.

Sincerely,

Evan Dabby

NJYS Executive Director



TRINITY HALL

Educating and Empowering Young Women in the Catholic Tradition
101 Corregidor Road | Tinton Falls, NJ | 07724 | www.TrinityHallNJ.org

Attn: Boro of Oceanport Department of Parks

It is with great pleasure that I write in support of the Borja Group.

Trinity Hall are long term renters of two of the fields at Maria Gatta Park. We started this relationship at the beginning of the 2023-2024 school year and it has been a great pairing.

The Borja group has made sure that our scheduling needs are met and has done an outstanding job in maintaining the flexibility of time needed when high school sports become less predictable.

The Borja group has been instrumental in keeping the relationship that Trinity Hall has with fellow renters amicable. Santiago consistently checks in and we schedule weekly conversations to go over and confirm the upcoming week's schedule. If there is a conflict, we as renters have always been able to work it out to the mutual benefit of Trinity Hall, Maria Gatta park and their other tenants.

The Borja Group, when representing the Boro Of Oceanport, is in the customer service business.

Trinity Hall has been nothing but pleased with the support and the availability of the Borja group.

There is always someone available to answer a question or help solve whatever problem may arise.

Trinity Hall looks forward to maintaining a long and mutually beneficial relationship with the Boro of Oceanport and Maria Gatta Park. We feel that the Borja Group has gone above and beyond to make us feel welcome and accommodated.

I am open to answering any questions, feel free to contact me at any time.

Sincerely,

Robert Bagley
Director of Athletics
Trinity Hall
101 Corregidor, Tinton Falls NJ
77024

To Whom it May Concern:

Please accept this letter in support of The Borja Group's.

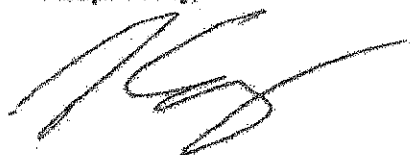
As the president of Peninsula Soccer Club, I have had the pleasure of working with Mr. Santi Borja, the President of the Borja Group over the past 3 years in connection with the use of the turf fields at Maria Gatta Community Park.

Our club has been fortunate enough to rent the fields at Maria Gatta since its inception in approximately 1985. We are a non-profit 501(3)-C travel soccer club that is made up of around 25 teams in a given year. We provide approximately 400 children ages 7 through 17 the opportunity to play travel soccer in the Monmouth County area.

When Maria Gatta underwent its turf renovation in 2022, Santi worked diligently and loyally to secure our existing rental opportunity at Maria Gatta. He was able to accommodate our rental needs, which include usage sometimes seven (7) days a week, almost year round, as we play and practice from August through June. Santi always provided open and honest lines of communication regarding potential field conflicts, working hand-in-hand with our field scheduler to ensure our needs and players were taken care of. This was especially appreciated by our club as we have seen firsthand the much increased demand for the newly turfed fields at Maria Gatta. Peninsula has long considered Maria Gatta to be our home fields, and Santi was crucial in ensuring that we were able to maintain this consistency after the renovation of the fields.

Santi has devoted his time, attention and care to our club's ever changing scheduling needs over the past few years. He is a professional and gracious businessman who is a pleasure to work with. I would highly recommend his firm.

Respectfully,



Jim Curley
President, Peninsula Soccer Club



June 7, 2024

To Whom It May Concern:

I am delighted to write this recommendation letter on behalf of the Borja Group in Oceanport, NJ. Over the past year, I have had the pleasure of working with the Borja Group, and specifically with Santiago Borja. In my role as a founding board member and the current field coordinator and borough liaison for the Rumson Futbol Club in Rumson, NJ, I have been tasked with acquiring field space for our club's twenty-two teams for games and practices. The Borja Group has consistently demonstrated exceptional dedication and resourcefulness in helping us secure the necessary facilities.

Santiago is not only hardworking and well-organized but also incredibly proactive and solution oriented. He has repeatedly gone above and beyond to ensure our needs are met, often finding creative solutions to challenges that arise. His commitment and reliability have made him an invaluable partner for the Rumson Futbol Club.

I wholeheartedly recommend Santiago Borja and the Borja Group without reservation.

If you have any questions, feel free to call me at (917) 691-1429.

Sincerely,

Robert Esposito
Managing Member
Vectra Capital LLC
(917) 691-1429
resposito@vectracap.com

6/7/24

Re: Borough of Oceanport, Use of Facilities

To whom it may concern:

I am compelled to write and sing the praises of the Borja Group, and specifically Santiago Borja, for his responsiveness, zeal, and concern for the professional scheduling of field use – specifically the highly-sought turf at Maria Gatta.

Santi has walked me through every step of the process, so both of our organizations (boasting many Oceanport players) have access to the wonderful facility at Gatta. He is always attentive, and if there is a way to assist us in a scheduling conflict, he is more than willing to see if any change is possible.

I have also observed Santi's utmost commitment to caring for the fields. Whether it is picking up water bottles or ensuring that the parking lot behind Enzo's is not improperly being used, Santi is visible and active in making sure things are done correctly.

Both the Shore Fire FC and Dutchmen FC soccer clubs are thankful for making Gatta our home, and we are also thankful to work with someone as helpful as Santi!

Sincerely,

John Terlecsky
Shore Fire FC President/Dutchmen FC Administrator
74 Brookwillow Avenue
West Long Branch, NJ 07764
(908) 433-6838

June 10, 2024

I am writing this letter in reference to Santi Borja and his company. I am the field hockey coach at Maple Place Middle School in Oceanport and had the pleasure of working with Santi last fall. We were fortunate enough to have all of our home games on the turf fields at Maria Gatta Park. The league was also able to host the Championship game there.

Santi was great in getting us turf time for home games. This wasn't always easy as he had to juggle other groups times in order to accommodate us. At our first game he met us at the field and had the benches and flags all set up. He was very positive and said if we needed anything else to just let him know. He chatted with the team and wished us good luck. He made the girls feel special and they loved playing on the turf!

Santi getting us turf time was greatly appreciated. There were times when we were the only team to play games on certain days due to rain. This was important as we didn't get backed up with our schedule like many of the other teams.

I have already talked to Santi about our fall schedule this year and he is working on getting us a field for all of our home games. I look forward to working with him again during the upcoming season.

Sincerely,

Lisa Caprioni
Field Hockey Coach
Maple Place Middle School



SPORT LINES LLC

PO Box 503
Colts Neck NJ 07722
732.400.4845

hello@sportlinesllc.com

To Whom It May Concern:

I am writing to wholeheartedly recommend the Borja Group for any event management project they may pursue. Having had the privilege of working with them, I can attest to their exceptional professionalism, efficiency, ease of collaboration, expertise in event management, and the unique perspective they bring to the table as a leader in their field.

The Borja Group consistently demonstrates an unwavering commitment to professionalism in every aspect of event planning and execution. Their approach is meticulous, ensuring that every detail is considered and executed flawlessly. From coordinating logistics to managing resources, they uphold the highest standards of excellence, ensuring that every event they undertake is a resounding success.

The Borja Group possesses the unique ability to streamline processes, optimize resources, and deliver results with precision and speed. Their proactive approach to problem-solving ensures that any challenges that arise are addressed promptly and effectively, allowing events to unfold seamlessly.

Moreover, working with the Borja Group is an absolute pleasure due to their collaborative and approachable nature. They foster an environment of open communication and mutual respect, making it easy for all stakeholders to contribute ideas and feedback. Their willingness to listen and adapt ensures that the vision for each event is realized with creativity and innovation.

As the founder of Sport Lines, specializing in event and sports field lining, we have had the opportunity to collaborate with numerous event operators, and it is without reservation that I can say the Borja Group stands out as the best. Their expertise and attention to detail have consistently exceeded our expectations, and their ability to work seamlessly with different event operators further underscores their versatility and professionalism.

Should you require any further information, please do not hesitate to contact me.

Sincerely,

Dennis Mann
Founder
Sport Lines
610-209-5640



forms . F

1. Ownership Disclosure Certification
2. Affidavit of Non-Collusion
3. Business Registration Certificate
4. W-9 Form
5. Affirmative Action Affidavit - AA-302 Form
6. Disclosure of Investment Activities with Iran
7. Disclosure of Investment in prohibited activities with Russia or Belarus
8. Acknowledgment of Receipt of Addenda
9. Signature Page

BOROUGH OF OCEANPORT
MONMOUTH COUNTY, NEW JERSEY

2024-2025 BOROUGH TURF FIELD SPORTS CONSULTANT

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: THE BORJA GROUP

Organization Address: PO BOX 222, OCEANPORT NJ 07757

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
SANTIAGO P. BORJA	113 S. PENNINGTON AVE, OCEANPORT NJ

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed."

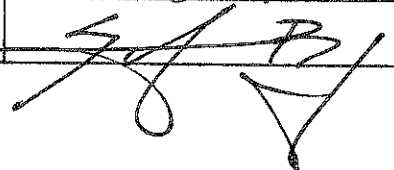
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Borough of Oceanport is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Oceanport to notify the Borough of Oceanport in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Oceanport and permitting the Borough of Oceanport to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	SANTIAGO P. BORJA	Title:	MANAGING DIRECTOR
Signature:		Date:	JUNE 12, 2024

BOROUGH OF OCEANPORT
MONMOUTH COUNTY, NEW JERSEY

2024-2025 BOROUGH TURF FIELD SPORTS CONSULTANT

NON-COLLUSION AFFIDAVIT

State of NEW JERSEY

County of MONMOUTH ss:

I, SANTIAGO P. BORTA residing in OCEANPORT
(name of affiant) (name of Borough)

in the County of MONMOUTH and State of NEW JERSEY of
full age, being duly sworn according to law on my oath depose and say that:

I am MANAGING DIRECTOR of the firm of THE BORTA GROUP
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled
TURF FIELD SPORTS CONSULTANT and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Oceanport relies upon the truth of the

THE BORTA GROUP statements contained
(name of contracting unit)

in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

THE BORTA GROUP

Subscribed and sworn to

before me this 13th day

of JUNE, 2024


Notary public of New Jersey

My Commission expires: 2/25/2029
(Seal)


Signature
SANTIAGO P. BORTA
(print name of affiant under signature)

THOMAS C MINTY
Notary Public, State of New Jersey
My Commission Expires Feb 25, 2029



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: THE BORJA GROUP CORPORATION

Trade Name:

Address: 137 WASHINGTON AVENUE #139
BELLEVILLE, NJ 07109

Certificate Number: 1720689

Effective Date: June 01, 2012

Date of Issuance: July 26, 2023

For Office Use Only:

20230726135525169

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
LONG FORM STANDING WITH CHARTER DOCUMENTS

THE BORJA GROUP CORPORATION

0101022017

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on May 29, 2012.

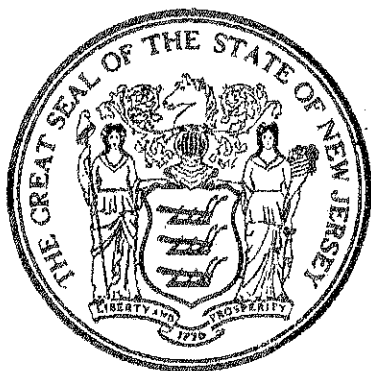
As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey. Annual Reports are outstanding for the following year(s): 2023

I further certify that the registered agent and office are:

SANTIAGO P BORJA
113 S. PEMBERTON AVE.
OCEANPORT, NJ 07757

I further certify that as of the date of this certificate, the following amendments and changes are on file in this office:

Annual Report Filing with address change	03/20/2016
Annual Report filing with officer/member change	03/20/2016
CHANGE OF AGENT AND OFFICE	03/21/2016



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of July, 2023

Elizabeth Maher Muoio

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 6145104889

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Borja Group Corporation	
2 Business name/disregarded entity name, if different from above The Borja Group	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 113 S. Pemberton Ave.	Requester's name and address (optional) The Borough of Oceanport
6 City, state, and ZIP code Oceanport, NJ 07757	910 Oceanport Way Oceanport, NJ 07757
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
4	5		5	3	8	1	8	6	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *S. A. Borja*

Date ▶ **07/25/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forma/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 45-5381865		2. TYPE OF BUSINESS ☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER		3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 1	
4. COMPANY NAME The Borja Group Corporation				COMPANY E-MAIL borjagroup@gmail.com	
5. STREET 285 E. Main St. #222		CITY Oceanport	COUNTY Monmouth	STATE NJ	ZIP CODE 07757
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE				CITY	STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: ☒ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTIPLE-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				1	
10. PUBLIC AGENCY AWARDED CONTRACT					
Borough of Oceanport		CITY Oceanport	COUNTY Monmouth	STATE NJ	ZIP CODE 07757
Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER		

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN														
		COL. 1	COL. 2	COL. 3	***** MALE *****						***** FEMALE *****					
		Total	Male	Female	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
Officials/Managers	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total employment from previous Report (if any)	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0
The data below shall NOT be included in the figures for the appropriate categories above.																
Temporary & Part-Time Employees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
 From: 1/2024 To: 12/2024

14. IS THIS THE FIRST Employee Information Report Submitted?
 1. YES ☐ 2. NO ☒

15. IF NO, DATE LAST REPORT SUBMITTED

MO. DAY YEAR
 08 22 2023

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Santiago P. Borja		SIGNATURE		TITLE Managing Director		DATE MO. DAY YEAR 05 20 2024	
17. ADDRESS NO. & STREET 113 S. Pemberton Ave.		CITY Oceanport	COUNTY Monmouth	STATE NJ	ZIP CODE 07757	PHONE (AREA CODE, NO., EXTENSION) 212 - 203 -	

**BOROUGH OF OCEANPORT
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name	Relationship to Bidder/Offeree
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Offeree Contact Name	Contact Phone Number:

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

SANTIAGO P. BARRA

Signature:

[Signature]

Title:

MANAGING DIR.

Date:

JUNE 12, 2024

BOROUGH OF OCEANPORT

CERTIFICATION OF NON-INVOLVEMENT IN
PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☒ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

[Signature]
Signature of Vendor's Authorized Representative

JUNE 12, 2024
Date

SANTIAGO P. BOAJA
Print Name and Title of Vendor's Authorized Representative

45-5381865
Vendor's FEIN

THE BOAJA GROUP
Vendor's Name

(212) 203-8035
Vendor's Phone Number

PO 222
Vendor's Address (street address)

Vendor's fax number

Ocean Port, NJ 07757
Vendor's Address (City/State/Zip Code)

BOAJAGROUP@GMAIL.COM
Vendor's email address

i Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

BOROUGH OF OCEANPORT
MONMOUTH COUNTY, NEW JERSEY

2024-2025 BOROUGH TURF FIELD SPORTS CONSULTANT

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Proposer hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)

No addenda were received: X

Acknowledged for: THE BORJA GROUP
(Name of Proposer)

By: [Signature]
(Signature of Authorized Representative)

Name: SANTIAGO P. BORJA
(Print or Type)

Title: MANAGING DIR.

Date: JUNE 12, 2024

BOROUGH OF OCEANPORT
MONMOUTH COUNTY, NEW JERSEY

2024-2025 BOROUGH TURF FIELD SPORTS CONSULTANT

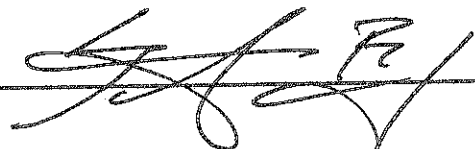
SIGNATURE PAGE

TO BOROUGH OF OCEANPORT

The undersigned having carefully examined the RFP/RFQ Documents together with any addenda issued thereto, hereby proposes to furnish all labor and materials, equipment, operations and incidentals, and to perform all services required in connection with the 2024-2025 BOROUGH TURF FIELD SPORTS CONSULTANT, in accordance with the Proposal Documents and to the full and entire satisfaction of the Borough. The undersigned further declares that he/she understands the scope of work and will complete the work within the prescribed time.

NAME OF THE PROPOSER: THE BORTA GROUP

NAME OF AUTHORIZED SIGNATORY: SANTIAGO P. BORTA

AUTHORIZED SIGNATORY SIGNATURE: 

DATE: JUNE 12, 2024

CONTACT ADDRESS: PO 222

OCEANPORT, NJ 07757

PHONE #: (212) 203-8035

E-MAIL ADDRESS: SANTIAGO@BORTAGROUP.COM

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES TO COLLIERS
ENGINEERING & DESIGN FOR THE 2024 ROAD PROGRAM**

Resolution

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

WHEREAS, there is a need for the Borough to obtain engineering services for the 2024 Road Program; and

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

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

WHEREAS, Colliers Engineering & Design has submitted a proposal dated June 26, 2024 in the amount of \$114,150.00 and having considered the matter, the Borough now wishes to authorize the Borough Engineer, Colliers Engineering & Design to perform the engineering services for the 2024 Road Program.

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

1. That the Borough of Oceanport has awarded a Professional Service Contract to Colliers Engineering & Design as Borough Engineer for 2024 and the work to be performed will be consistent with their existing contract and the proposal for engineering services dated June 26, 2024 for the purpose of the 2024 Road Program
2. That the compensation associated with the proposal shall not exceed \$114,150.00
3. That the within Resolution shall be subject to the Borough CFO confirming that funds are available for the stated purpose.
4. That the Borough Clerk shall publish a notice of the award in the Two River Times and the resolution and contract shall remain on file in the Borough Clerk's office.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport certify that funds are available in Budget Account #01-201-44-900-906 not to exceed \$21,000.00, Budget Account #01-201-44-900-909 not to exceed \$21,600.00 and Budget Account #01-201-44-900-910 not to exceed \$71,550.00 for the above referenced professional services contract.


Catherine D. LaPorta, CFO

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



June 26, 2024

VIA EMAIL

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

Proposal for Professional Services
2024 Road Program
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Proposal No.: OPB-0192P

Dear Mayor and Council Members,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) is pleased to submit this proposal for replacement of the Hiawatha Avenue Bulkhead and the rehabilitation of the following roadways:

<u>Street</u>	<u>Improvement Limits</u>
Fiore Court	Entire Road
Woodbine Way	Entire Road
Massarro Street	Entire Road
Maple Court	Entire Road
Maple Ave	Entire Road
Port Au Peck Ave Sidewalk	NJT Railroad to Mazza property

This proposal is divided into four sections as follows:

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

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

Section I – Scope of Services

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

PHASE 1.0 TOPOGRAPHIC SURVEY AND BASE MAP PREPARATION

Partial Topographic Survey

Colliers Engineering & Design will perform a partial topographic survey including establishing baselines and benchmarks associated with the bulkhead replacement at the terminus of Hiawatha Avenue, in the Borough of Oceanport, Monmouth County, New Jersey as shown on the survey limits shown below. Colliers Engineering & Design will prepare a base map in accordance with the Colliers Engineering & Design, standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in N.J.A.C. 13:40-5.1 and applicable state and local jurisdictional requirements and standards of practice.

SURVEY LIMITS



Our office will prepare a topographic survey map that is a graphic pictorial representation of existing site features observed at the time of the field survey such as buildings, curbs, sidewalks, roadways, driveways, retaining walls, fences, individual trees in open areas, and utility hardware. Limits of wooded areas will be depicted based on the approximate dripline, but individual trees within

wooded areas will not be surveyed. The Topographic Survey shall include all features within the right-of-way extending 10 feet into the adjacent properties, as needed. The right-of-way will be established based by tax map overlay as the improvements will not change the limits and location of the existing bulkhead. The topographic information obtained will be used to generate a base map. The base map will then be utilized for the preparation of appropriate permit and construction plans.

The topographic map will depict existing spot elevations and contours at a one-(1) foot contour interval. GPS surveying techniques will be used to control the survey with the resulting horizontal datum being New Jersey State Plane Coordinate System NAD83 and the vertical datum being North American Vertical Datum NAVD88.

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

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

Corridor Topographic Survey

Colliers Engineering & Design will perform a 25 foot wide corridor topographic survey from the bottom of curb to 25 feet into properties lying along portions of the roads outlined below that are located within the Borough of Oceanport,, Monmouth County, New Jersey in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in N.J.A.C. 13:40-5.1 and the applicable state and local jurisdictional requirements and standards of practice.

Roadway survey limits:

- Along the northerly curb line of Port Au Peck Avenue beginning at the edge of the Conrail Property running along the frontages of all the adjoining properties 25 feet northwardly. Said properties being the following: Block 86, Lot 1, and Block 65, Lots 3.02, 3.03, 3.04, 3.08, 3.09, 3.08 and 3.07, and said 25 foot wide corridor running eastwardly for a total length of approximately 1,125 feet.

- Said corridor including a portion of the roadway intersection of Myrtle Avenue with the aforementioned Port Au Peck Avenue, running from the northerly curb line of Port Au Peck Avenue and running northwardly along the physical roadway of Myrtle Avenue for a total length of approximately 55 feet.

The topographic survey will extend 25 feet outward in a northwardly direction from the edge of curb of the northerly side of Port Au Peck Avenue and will include the following:

- Perform roadway records research;
- Establish on site project survey control tied to the New Jersey State Plane Coordinate System, North American Datum (NAD) 1983 adjustment, and to the North American Vertical Datum of 1988 (NAVD88).
- Set project elevation bench marks at approximate 500' – 800' interval along survey route;
- Perform field cross sections of the sidewalk corridor at approximate 50 foot stations within the survey limits.
- Right of way, and parcel line retracement survey.
- Field survey and map visible utility hardware including inverts of accessible storm and sanitary sewer within the survey limits;
- Field survey and map existing physical features such as pavement edges, curbs, driveways, sidewalks, guide rails, buildings, tree lines, hedge rows, utility poles, mailboxes, signs, valves, storm and sanitary structures, fences, retaining wall, observed boundary evidence, and pavement markings;
- Delineate differences in paving and curb material;
- Plot elevation contours at 1' interval;
- Compile topographic survey map in AutoCAD Civil 3D 2022 format.

We will survey visible evidence of existing utilities within the survey limits but may not be able to confirm the existence, or actual position of all underground utilities which may be running through or servicing the subject property. The NJ One Call System prohibits the use of its service for surveying and mapping of subsurface utilities for engineering design purposes.

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

Phase 1.0 Lump Sum Fee

\$15,400.00

PHASE 2.0 CONSTRUCTION PLANS/TECHNICAL SPECIFICATIONS

Bid Documents will be prepared for the improvements to the five (15) roadways and sidewalk area listed above. Separate plans and specifications will be prepared for the Hiawatha Avenue Bulkhead Replacement.

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

The construction plan set shall consist of the following drawings:

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

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

- 2.2 Meet with Traffic Safety Officer to review traffic control and protection measures to be implemented during the construction phase.
- 2.3 Prepare a construction cost estimate.
- 2.4 Submit plans to utility companies having services within project limits for review and comment.
- 2.6 Prepare and submit application to Freehold Soil Conservation District for Au Peck Avenue Sidewalk.
- 2.7 Furnish one (1) bound copy and a PDF copy of the construction plans and technical specifications to the Borough.

Phase 2.0 Lump Sum Fee

\$40,450.00

PHASE 3.0 PERMITTING SERVICES

Colliers Engineering & Design, Inc. will prepare an application for a CAFRA General Permit No. 10 to reconstruct a legally functioning bulkhead in accordance with the standards described in the Coastal Zone Management Rules (N.J.A.C. 7:7-1.1 et. seq.). This will include preparation of an Environmental Impact Statement/Compliance Statement (EIS/CS). The EIS/CS will include environmental assessment and compliance with those applicable policies contained within the Rules of Coastal Zone Management (N.J.A.C. 7:7-1.1 et seq.).

Phase 3.0 Lump Sum Fee

\$9,800.00

PHASE 4.0 BIDDING SERVICES

During this phase, CED will:

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

Please note that the Hiawatha Avenue Bulkhead replacement will bid separately.

Phase 4.0 Lump Sum Fee

\$3,600.00

PHASE 5.0 CONSTRUCTION OBSERVATION & ADMINISTRATION

CED will perform construction observation and administration services during the period of the contract. It is anticipated that the contracts will have a total time period of Three (3) months. Full-time and part-time construction observation services will be provided on an as-needed basis throughout construction activities up to and including final inspections. CED will check on the Contractor's compliance with the contract documents and provide monthly status reports and recommendations regarding payment applications. The following scope is included in this proposal:

- 5.1 Attend and chair the pre-construction meeting and prepare and distribute the minutes of that meeting.
- 5.2 Manage all submittals and develop and maintain a shop drawing log. CED shall review for approval/disapproval all shop drawings, schedules and other submittals.
- 5.3 Perform full-time and part-time construction observation services as required during construction of the proposed improvements. Construction observation services will be provided throughout the duration of construction with a full-time resident construction project manager and other personnel as required. CED shall provide observation of construction for conformance with the Contract Documents and approved shop drawings and report any deviations to the Borough and the Contractor.
- 5.4 Review and recommend for approval to the Borough, Contractor's quantities, measurements, and requests for payment on a monthly basis.
- 5.5 Maintain pertinent job records including Contract Drawings, Addenda, Change Orders, Payment Estimates, and Daily Inspection Reports.
- 5.6 Maintain copies of all files related to this project including, but not limited to, all correspondence, permits, Requests for Information, shop drawings/reviews, design

modifications, payment estimates, change orders, cost estimates, inspection reports, record plans and specifications, etc.

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

Phase 4.0 Hourly/Estimated Fee

\$44,900.00

Schedule of Fees

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

Phase Name	Fee
PHASE 1.0 TOPOGRAPHIC SURVEY AND BASE MAP PREPARATION	\$ 15,400.00
PHASE 2.0 CONSTRUCTION PLANS/TECHNICAL SPECIFICATIONS	\$ 40,450.00
PHASE 3.0 PERMITTING SERVICES	\$ 9,800.00
PHASE 4.0 BIDDING SERVICES	\$ 3,600.00
TOTAL FEE FOR PHASES 1.0 THRU 4.0	\$ 69,250.00
PHASE 5.0 CONSTRUCTION OBSERVATION & ADMINISTRATION (Hourly/Estimate)	\$ 44,900.00
TOTAL FEE FOR PHASES 1.0 THRU 5.0	\$114,150.00

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

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

1. Construction testing services. Expenses incurred for services, equipment, and facilities not furnished by CED are charged to the Borough at cost plus, an up-charge not to exceed 25 percent of the invoice for said work.
2. This proposal does not include exploratory or testing services, interpretations, or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on site.
3. Printing and reproduction costs in excess of that contained in the contract. Such additional costs are not anticipated since contractors will be purchasing sets of the plans and technical specifications directly from this office.
4. Permit and application fees, which are to be paid directly by the Borough.

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

Section II – Business Terms and Conditions

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

Section III – Rate Schedule

The Rate Schedule is on file with the Borough.

Borough Obligations

1. The Borough shall provide CED with access to files and allow relevant documents to be utilized.
2. The Borough shall provide application fees for any permits that may be required for the completion of the work.



Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. Alternatively, please provide a copy of a Municipal Resolution or Purchase Order approving this proposal, which shall constitute authorization. This proposal is valid until August 1, 2024.

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

Sincerely,

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

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

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

WHW/

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

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**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT FOR ROOFING SERVICES BETWEEN GARDEN STATE ROOFING &
SIDING, INC. AND THE BOROUGH OF OCEANPORT**

Resolution

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

WHEREAS, the Borough of Oceanport has need for roofing services and the Purchasing Agent has recommended appointment of **Garden State Roofing & Siding, Inc. 646 Palmer Avenue, Middletown, NJ 07748**; and

WHEREAS, the Borough has determined that the value of the services will exceed \$17,500.00 and desires to make the appointment by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, **Garden State Roofing & Siding, Inc. 646 Palmer Avenue, Middletown, NJ 07748** has completed and submitted a Business Entity Disclosure Certification and Political Disclosure pursuant with **P.L. 2023, c.20**; and

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

1. **Garden State Roofing & Siding, Inc. 646 Palmer Avenue, Middletown, NJ 07748** is hereby appointed to provide roofing services for calendar year 2024 for an amount not to exceed Forty-four thousand dollars (\$44,000).
2. The Purchasing Agent is hereby authorized to contract for services on behalf of the Borough of Oceanport subject to the availability of funds encumbered by purchase order on an as needed basis pursuant with N.J.A.C. 5:30-5.4

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BOROUGH OF OCEANPORT

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name John Blair Sr. Relationship to Bidder/Offeree self

Description of Activities Roofing work

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeree Contact Name _____ Contact Phone Number: 732-787-5545

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): John Blair, Sr

Signature: [Signature]

Title: President

Date: 7/2/24

GS Roofing & Siding Inc

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Borough of Oceanport

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☒ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

Signature of Vendor's Authorized Representative

(Attach Additional Sheets If Necessary.)
Date 7/2/24

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (street address)

Vendor's fax number

Vendor's Address (City/State/Zip Code)

Vendor's email address

i Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant to N.J.S.A. 19:44A-20.8
BOROUGH OF OCEANPORT

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Garden State Roofing, of 646 Palmer Ave Middletown NJ.
 (Name of Business Entity) (Business Entity Address, City, State, Zip) 07748
 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding January 1, 2024 to any of the following named candidate committee or joint candidates committee of elected officials of the Borough of Oceanport as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Thomas J. Tvrdik	Bryan Keeshen	Oceanport Republican Committee
William Deerin	Michael O'Brien	Oceanport Democratic Committee
Richard A. Gallo	Keith Salnick	Patricia Cooper

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
<u>John Blair Sr</u>	<u>646 Palmer 2nd floor Middletown NJ</u> <u>07748</u>

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Garden State Roofing + Siding, Inc.
 Printed Name of Affiant: John Blair Sr
 Title: President
 Signature of Affiant: [Signature]
 Date: 7/2/24

Subscribed and sworn before me this 2 day of June, 2024

Daniel C. Sheard 7/2/24
 (Witnessed or attested by)

My Commission expires:

DANIEL C. SHEARD
 Commission # 50038559
 Notary Public, State of New Jersey
 My Commission Expires
 May 17, 2026

(Seal)

**RESOLUTION OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AUTHORIZING MEMBERSHIP AND
PARTICIPATION IN THE PURCHASING COOPERATIVE OF AMERICA NATIONAL PURCHASING
COOPERATIVE**

Resolution

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, New Jersey P.L. 2011, c.139 allows local contracting units to utilize national cooperative contracts as a method of procurement to make the procurement process more efficient and provide cost savings; and

WHEREAS, the Borough of Oceanport desires to participate in the Purchasing Cooperative of America National Purchasing Cooperative at no cost to the Borough to join; and

WHEREAS, the Borough's Qualified Purchasing Agent has reviewed the Purchasing Cooperative of America National Purchasing Cooperative for compliance with the Local Public Contracts and finds it compliant,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey it is hereby authorized to participate in the Purchasing Cooperative of America National Purchasing Cooperative; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute any documents necessary to effectuate same subject to review by the Borough Attorney.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
COUNTY OF MONMOUTH, STATE OF NEW JERSEY
AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN FMERA AND THE BOROUGH OF
OCEANPORT FOR ENGINEERING SERVICES RELATED TO ASBESTOS SURVEY AND DEMOLITION
OF BUILDINGS 814, 815, 820, 822, 826 & 830 ON THE MAIN POST ON FORT MONMOUTH LANDS**

Resolution

WHEREAS, the Fort Monmouth Economic Revitalization Authority (FMERA) has need for engineering services related to a Dredging Feasibility Study for Husky Brook Pond on the Main Post of Fort Monmouth, NJ, to support FMERA's redevelopment of the Main Post Property; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Oceanport authorize the Mayor and Clerk to sign and effectuate said MOU for engineering services related to a Dredging Feasibility Study for Husky Brook Pond on the Main Post of Fort Monmouth, NJ, to support FMERA's redevelopment of the Main Post Property in concert with the approval and signature by FMERA.

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated the 18th day of July 2024, will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority ("FMERA") and the Borough of Oceanport (the "Borough") regarding the interagency agreement to fund the following items: performance of a Feasibility Study to evaluate the viability of dredging Husky Brook Pond to include the completion of a draft Feasibility Study report and a final Feasibility Study report. Husky Brook Pond is found in the Eatontown section of Fort Monmouth (Block 301-Lot 1). FMERA and the Borough are collectively referred to herein as the "Parties."

WHEREAS, FMERA seeks the Borough's assistance in planning and carrying out the Project (as defined below) to contract for the civil and environmental engineering services to perform a Feasibility Study to evaluate the viability of dredging Husky Brook Pond (including environmental and engineering services) located in the Eatontown section of Fort Monmouth (Civil and Environmental Engineering Services MOU) with one Project Site as identified therein; and

WHEREAS, the Borough has procured, in accordance with all applicable law, the services of Colliers Engineering & Design ("Colliers" or "Borough Engineer") for the calendar year 2024; and

WHEREAS, on February 29, 2024 (revised May 14, 2024), FMERA received a proposal for professional engineering services associated with the performance of a Feasibility Study to evaluate the viability of dredging Husky Brook Pond by the Borough's Engineer Colliers Engineering & Design ("CED"); and

WHEREAS, upon completion of the dredging feasibility study, FMERA and the Borough may enter memorandum of understanding for the design of the dredging project and associated permitting requirements and an additional memorandum of understanding for oversight of the bid process and dredging project to complete the dredging of Husky Brook Pond; and

WHEREAS, upon completion of the dredging feasibility study and completion of all work related to dredging Husky Brook Pond, FMERA intends to convey ownership of Husky Brook to a public entity to further facilitate the redevelopment, offer a community open space resource while improving the stormwater infrastructure in the area and eliminating flooding in the surrounding area.

NOW THEREFORE, the Parties enter into this MOU to reflect the mutual understanding of the Parties relative to Project (defined below) for the performance of a Feasibility Study to evaluate the viability of dredging Husky Brook Pond.

1. **Incorporation of Recitals.** The Parties hereto agree that the statements contained in the foregoing recital be and are hereby incorporated into this MOU as if more fully set forth herein at length.
2. **CED Project Costs Proposal.** The Parties hereto agree that the statements contained in the CED cost proposal, dated June 28, 2024 are hereby incorporated into this MOU as if more fully set forth herein at length. The aforesaid cost proposal for the Project is attached to this MOU as **Exhibit A** and includes Project Costs not to exceed Two Hundred and Ninety-Three Thousand One Hundred Fifty (\$293,150.00). Any future amendment to the Project shall be effective upon mutual agreement by the Parties expressed in writing.
3. **The Project:** The "Project" consists of the retention of the Borough's engineer, CED, to perform a Feasibility Study to evaluate the viability of dredging Husky Brook Pond on the Project Site (as defined below) as more specifically set forth in **Exhibit B**.
4. **Project Site(s):** "Project Site" is Husky Brook Pond located within the boundaries of the Main Post Area of Fort Monmouth. The Project Site includes Husky Brook Pond and the lands surrounding Husky Brook Pond (portion of Block 301, Lot 1) (Parcel Map), as further depicted in Phase 1.0 of **Exhibit A**.

5. **FMERA's Role and Responsibilities:** FMERA will be responsible for performing the following tasks under this MOU:
- a. Review and approve the proposed Project:
 - i. Dredging Feasibility Study
 - b. Grant to the Borough and its consultants and contractors a license to enter Fort Monmouth as needed to perform the Project.
 - i. Any contract that the Borough enters into for the Project shall include provisions that the consultant or contractor will: (i) indemnify and hold FMERA and the Borough harmless against any and all claims related to or arising out of said consultant or contractor entering upon Fort Monmouth; and (ii) require the consultant/contractor to maintain adequate insurance coverage.
 - c. Provide the Borough with copies of plans, drawings, reports and any other available information related to the Project Site, infrastructure and buildings to the extent such plans, drawings, reports and information are available to FMERA.
 - d. FMERA hereby confirms to the Borough that FMERA has funding in the amount of Two Hundred and Ninety-Three Thousand One Hundred Fifty (\$293,150.00) Dollars (the "Project Funds)," which is inclusive of costs for professional engineering services to complete the Project as described in Section 3 of the MOU and provided by CED.
 - i. In the event the amount due to the Borough's contractor for the work described in Section 3 of this MOU is expected to be greater than Two Hundred and Ninety-Three Thousand One Hundred and Fifty (\$293,150.00), the Borough will notify FMERA that additional Project Funds are required. Any increase in the cost beyond ten (10%) percent of the Project Funds is subject to FMERA's Board approval.
 - e. Provide the Borough with a Notice to Proceed.
6. **The Borough's Role and Responsibilities:** The Borough will be responsible for the following tasks under this MOU:
- a. **Project Funds:** The Borough shall use Project Funds disbursed by FMERA to the Borough to pay the costs of contractors and consultants hired to complete the Project. The Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Project.
 - b. **Project Costs:** The Borough shall keep track of all costs associated with the Project and shall pay the costs incurred through the Project Funds.
 - c. **Contractors and Consultants:** The Parties acknowledge that the Borough has retained and entered into agreements and contracts with CED to assist in connection with the Project. In the event it becomes necessary or appropriate to replace CED, and to the extent allowable and consistent with applicable selection procedures, the Parties will jointly approve the selection of any replacement consultant or contractor prior to contract execution; including, but not limited to, having a FMERA representative as a member of the consultant/contractor selection committees. Any and all contracts with consultants or contractors entered into by the Borough in connection with the Project shall be advertised, solicited and selected by the Borough in accordance with applicable procurement requirements. FMERA authorizes the Borough to direct CED to begin and complete Project work

under the terms set forth herein.

- d. **Project Schedule:** The proposed Project Schedule, as further described in Section 3 above shall adhere to the following timelines:
 - i. Prior to the execution of the MOU between FMERA and the Borough, FMERA staff will meet with the consultant to ensure all terms and conditions of the MOU and Scope of Work are understood and adhered too.
 - ii. Upon execution of the MOU between FMERA and the Borough, the consultant shall commence work and shall have 60 days to complete all other required field work. Commencing on day 61, the consultant shall have 45 days to provide a draft Feasibility Study report to FMERA. FMERA shall be allowed 15 days to review and comment on the draft report. Following receipt of FMERA comments, the consultant shall have 15 days to finalize the report to include supporting documents.
 - e. **Monthly Summary Reports:** The Borough shall prepare monthly summary reports detailing the progress made on the Project and shall submit these reports to FMERA for their review and assessment one month after the date of execution.
 - f. **Project Deliverables and Final Reports:**
 - i. The submission of two draft Feasibility Study reports to FMERA that capture all information listed in the Scope of Work section.
 - ii. Original copies of all laboratory reports and other supporting documents shall be incorporated into the Feasibility Study report.
 - iii. The submission of two final Feasibility Study reports to FMERA that capture all information listed in the Scope of Work section. Electronic copies of the final Feasibility Study reports shall be provided both in its original software format and in PDF format.
 - iv. A cost estimate for project design and permitting for design and permitting phase based upon the recommendations found in the Feasibility Study report.
 - v. A cost estimate to dredge the pond based upon the recommendations found in the Feasibility Study report that will be further refined upon completion of the design phase.
 - g. **Project exceptions:** FMERA shall notify the Borough if any/all of the work is to be completed outside of this MOU. Upon notification of FMERA utilizing an alternate means to complete the work, the Borough shall incur no additional costs and return any unused monies under this agreement to FMERA.
 - h. **Approvals:** The Borough, through its consultants and contractors, will obtain any and all permits and approvals needed to complete the Project and the engineering services associated with the Project.
 - i. **Prevailing Wage Requirement:** The Borough shall enter into, or direct CED to enter into, contracts that provide that each worker employed on the Project shall be paid not less than the prevailing wage rate for worker's craft or trade, as determined by the Commissioner of Labor and Workforce Development pursuant to N.J.S.A. 34:11- 56.25.
 - j. **Compliance with Law:** The Borough will oversee the work of its consultants and contractors to have work performed in a safe and professional manner and in accordance with any and all applicable rules, regulations, ordinances, statutes, laws and requirements of any governmental office having jurisdiction over the Project.
7. **Compensation and Payment:** In accordance with Section 6.a. above, FMERA shall provide 100% of Project Funds to the Borough to be kept in escrow and utilized as necessary to complete the Project. The

Borough is not entitled to any fee or charge for its role in awarding, overseeing and administering the Feasibility Study contract. However, the Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Feasibility Study, including any and all permit fees, license fees, engineering fees and such attorney's fees as are related to the administration of the Feasibility Study. The Borough will return to FMERA upon completion of the Project any amount of the Project Funds that are not expended for the Project.

8. **Additional Provisions:**

- a. **Environmental Liability:** It is expressly understood that this MOU and all subsequent, associated agreements will not obligate the Borough to incur any liability for any known or unknown environmental conditions that existed at or on Fort Monmouth prior to the execution of this MOU.
- b. **Sufficient Funds:** It is agreed that nothing in this MOU shall obligate or require the Borough to enter into or continue any agreement or contract for the Project or to expend the Borough personnel time or other administrative costs for the Project unless sufficient funds are readily available to the Borough for expenses that would be incurred in connection with the Project. The Borough shall at all times have the right to terminate or discontinue any agreement, contract or work for the Project if the Borough determines that sufficient funds are not readily available to the Borough for the expenses that would be incurred in connection with the Project.
- c. **Right of Entry and License:** Subject to the terms and conditions set forth in sub-paragraph 5(b) above, this MOU constitutes a license from FMERA to the Borough, its employees, officers, agents, consultants, contractors and subcontractors for access to the Project Site and abutting areas of Fort Monmouth in order to carry out the Project. Any and all consultants, contractors, and subcontractors hired by the Borough who enters upon the Project Site shall: (i) indemnify and hold FMERA and the Borough harmless from any and all claims related to or arising from said sub/consultant or sub/contractor entering Fort Monmouth; and (ii) maintain adequate insurance coverage.
- d. **Other Approvals:** Each Party will obtain all applicable governmental approvals, permits, and authorizations necessary to effectuate their respective responsibilities under this MOU.
- e. **Project Commencement and Completion:** This MOU will commence immediately upon execution by the Parties. The Borough, through the consultants and contractors hired for the Project, shall cause the Project to be completed as quickly as reasonably possible, but in no event later than six months after execution of this MOU. Unless terminated earlier, this MOU shall remain in effect for one (1) year from the date of execution and may be amended by a writing executed by the Parties.
- f. **Amendments:** This MOU may be amended in a writing executed by the Parties.
- g. **Termination:** Any Party shall have the right to terminate this MOU upon written notice to the other party. Upon termination, the Borough shall make reasonable efforts not to incur any additional expenses or administrative costs; provided, however, the Borough shall be permitted to continue to use the Project Funds to pay for any expenses or fees actually incurred in connection with the Project.
- h. **Notices:** All notices required to be served or given hereunder shall be in writing and will be deemed given when received by personal delivery, by an overnight delivery service which issues a receipt from delivery, or three business days after having been mailed by certified mail, return receipt requested, and addressed as follows:

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

If to FMERA:
 Fort Monmouth Economic Revitalization Authority
 P.O. Box 267
 Oceanport, New Jersey 07757
 Attention: Kara Kopach, Executive Director

- i. **Reasonable Diligence:** Each of the Parties will act with reasonable diligence for the purpose of satisfying the conditions set forth herein. However, this MOU is not intended to create a binding agreement to begin or complete the Project unless and until: Project approvals are obtained, sufficient funding is secured, and the Parties agree to proceed with the Project as provided for in this MOU.
- j. **Titles and Headings:** Titles and headings are included for convenience only and shall not be used to interpret the MOU.

The foregoing correctly reflects the Parties' understanding and intent.

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

ATTEST

FORT MONMOUTH ECONOMIC
 REVITALIZATION AUTHORITY

 Kara Kopach
 Executive Director

ATTEST

BOROUGH OF OCEANPORT

 Jeanne Smith
 Borough Clerk

 Thomas J. Tvrdek
 Mayor

Exhibit A

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



June 28, 2024

VIA EMAIL

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

Proposal for Professional Services
Feasibility Study to Dredge Husky Brook Pond
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Proposal No.: OPB-0191P

Dear Mayor and Council Members ,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) is pleased to submit this proposal for professional engineering and surveying services associated with the feasibility study for the dredging of Husky Brook Pond at Fort Monmouth in the Borough of Oceanport, Monmouth County, New Jersey. The large watershed for Husky Brook starts at Monmouth Mall, crosses Wyckoff Road, Route 36, Route 35, Broad Street and various local streets as it meanders through the commercial and residential neighborhoods before traversing through the main post of Fort Monmouth ultimately discharging to Oceanport Creek. The on-stream pond was created in the 1960's and since then has experienced significant siltation since its initial construction. The study is to restore the pond's functionality and aesthetics.

This proposal is divided into four sections as follows:

Section I – Scope of Services

Section II – Business Terms and Conditions

Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

Section IV – Client Contract Authorization

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

Section I – Scope of Services

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

PHASE 1.0 BATHOMETRIC AND TOPOGRAPHIC SURVEY

Colliers Engineering & Design (CED) will perform a topographic survey of the subject property known as Husky Brook Pond located in Fort Monmouth in the Borough of Oceanport, Monmouth County, New Jersey in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in N.J.A.C. 13:40-5.1.

The limits of the survey will be based on the physical structures and the area of water shown below in the "Survey Limits":

SURVEY LIMITS



Our office will prepare a topographic survey map that is a graphic pictorial representation of existing site features within 30 to 40 feet from the water line of Husky Brook Pond observed at the time of the field survey such as buildings, curbs, sidewalks, roadways, driveways, retaining walls, fences, individual trees in open areas, and utility hardware. Limits of wooded areas will be depicted based on the approximate dripline, but individual trees within wooded areas will not be surveyed. The topographic map will depict existing spot elevations and contours at a one-(1) foot contour interval. GPS surveying techniques will be used to control the survey with the resulting horizontal datum



being New Jersey State Plane Coordinate System NAD83 and the vertical datum being North American Vertical Datum NAVD88.

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

We will survey visible evidence of existing utilities within the survey limits, but may not be able to confirm the existence, or actual position of all underground utilities which may be running through or servicing the subject property. The NJ One Call System prohibits the use of its service for surveying and mapping of subsurface utilities for engineering design purposes. If requested, we can enlist the services of our in-house subsurface utility engineers to investigate and mark the approximate location of subsurface utilities that may exist on the site. The fee for this additional service can be provided upon request as it is an optional service should FMERA deem it necessary and is not included in the scope of work.

Colliers Engineering and Design will utilize a combination of GPS Surveying and a flat bottom boat with HydroLite™ Echosounder to gather three-dimensional information for the natural topography within the water area as shown in the topographic survey limits image. The recorded survey information will then be analyzed to produce an AutoCAD Civil3d surface from which one foot (1') contours will be generated and shown on the Topographic Survey.

In addition, Colliers Engineering & Design will field measure the depths of the Husky Brook Pond utilizing a two-man crew and a boat. A map indicating the survey measurements will be prepared. The information will be combined with the surrounding topographic survey being performed above.

The survey crew will also perform spot elevations throughout the pond measuring down to a "point of refusal" to estimate the amount of muck existing in the pond to be dredged. Cross sections with the boat will be performed at intervals of 100' to 150' apart measuring the depth of the muck.

Included in this phase of service are the following tasks:

- Establish on-site survey control;
- Field traverse, topographic survey and data collection;
- Field measure inverts of accessible gravity structures;
- Field survey data reduction and computation;
- Preparation of topographic survey map in AutoCAD Civil 3D 2020 format.

Phase 1.0 Lump Sum Fee

\$19,600.00

PHASE 2.0 PRELIMINARY ECOLOGICAL AND REGULATORY EVALUATION

CED will perform a preliminary regulatory permitting evaluation of the proposed site and project. Our evaluation will include a review of background information, agency databases and approvals provided



for review. We will provide a Preliminary Flora and Fauna survey for pond and adjacent area as well as determining potential threatened and endangered species impacts.

The aforementioned will determine the approximate location and extent of potential regulated features on the subject property that may constrain the proposed project and what NJDEP permits would be available to advance the proposed project.

This task includes a letter report summarizing our findings, permits that may be required and copies of the mapping researched as part of the review and a plan showing the approximate location and extent of regulatory constraints (if any) observed on the property.

In addition, accessing Husky Brook Pond, dredging, and proposed recreational improvements may require encroachments into NJDEP regulated areas. These activities may require permits from the New Jersey Department of Environmental Protection (NJDEP) Division of Land Resource Protection (DLRP). CED recommends having a preapplication meeting with NJDEP to determine which permits NJDEP would deem appropriate for the proposed project. We will prepare a preapplication meeting request in accordance with the standards described in subchapters 15 (N.J.A.C. 7:7A-15.2) of the New Jersey Freshwater Wetlands Protection Act Rules. A professional engineer and environmental scientist from CED will attend the preapplication meeting.

Phase 2.0 Lump Sum Fee

\$9,550.00

PHASE 3.0 SEDIMENT SAMPLE COLLECTION AND ENVIRONMENTAL TESTING

The objective is to characterize sediment within Huskey Brook Pond for the purposes of dredging and disposal either at on-site locations or off-site disposal facilities.

Phase 3.1A Sampling Plan Preparation

Per the Scope of Work – Conduct Feasibility Study to Dredge Husky Brook Pond (SOW), a Sampling Plan will be prepared for the purposes of evaluating potential contaminants of concern which may be present in the pond sediment. Historic aerial photographs as well as available information present with New Jersey Department of Environmental Protection (NJDEP) databases will be reviewed. In addition, the Sampling Plan will include a Site-Specific Health and Safety Plan.

Phase 3.1B Sample Collection

Per the SOW, CED will collect twenty (20) sediment samples from Huskey Brook Pond as an initial round of sampling. At each of the 20 locations, sediment samples gathered will be in support of the gradation and sediment testing being performed under the geotechnical services phases. In addition, sediment collected at each of the twenty (20) locations will be used for the purposes of environmental testing. Sediment samples will be analyzed for EPA Target Compound List (TCL) volatile organic compounds (VOCs), TCL semi-volatile organic compounds (SVOCs), Target Analyte List (TAL) metals (including Hg), total cyanide, pesticides, PCBs, phenol, total phosphorous and total nitrogen. Samples will be submitted to a NJDEP certified laboratory with a standard 2-week (10 working day) turnaround time. The fee includes labor cost for up to three days of field work for sediment collection.



Phase 3.1C Report Preparation

Upon completion of field activities and receipt of final laboratory reports, a Report will be prepared which will summarize the findings of the investigative actions, laboratory analytical data and the results of a third-party data validation. Laboratory sample data will be summarized in table format and compared to the NJDEP Soil Remediation Standards (SRS). Detected concentrations of parameters will be bolded and exceedances of the SRS will be highlighted on the summary table. Recommendations will be made for additional investigation and mitigation, as necessary and appropriate.

Phase 3.1A Sampling Plan Preparation Lump Sum Fee	\$5,500.00
Phase 3.1B Sample Collection (20 samples) Lump Sum Fee	\$9,500.00
Phase 3.1C Report Preparation Lump Sum Fee	\$8,500.00
Phase 3.1D Laboratory Fee (20 samples at \$1,000.00/sample) Unit Cost	\$20,000.00

Phase 3.2A Sample Collection

CED will collect up to eighty (80) sediment samples from Huskey Brook Pond as a second round of sampling. At each of the selected locations, sediment samples will be collected for the purposes of environmental testing. Sediment samples will be analyzed for EPA Target Compound List (TCL) volatile organic compounds (VOCs), TCL semi-volatile organic compounds (SVOCs), Target Analyte List (TAL) metals (including Hg), total cyanide, pesticides, PCBs, phenol, total phosphorous and total nitrogen. Samples will be submitted to a NJDEP certified laboratory with a standard 2-week (10 working day) turnaround time. The sampling crew is estimated to be able to collect 6-7 samples per day. The total fee includes labor cost for twelve (12) days of field work for sediment collection to collect the 80 samples.

Phase 3.2B Report Preparation

Upon completion of field activities and receipt of final laboratory reports, a Report will be prepared which will summarize the findings of the investigative actions, laboratory analytical data and the results of a third-party data validation. Laboratory sample data will be summarized in table format and compared to the NJDEP Soil Remediation Standards (SRS). Detected concentrations of parameters will be bolded and exceedances of the SRS will be highlighted on the summary table. Recommendations will be made for additional investigation and mitigation, as necessary and appropriate.

Phase 3.2A Sample Collection (\$3,750/day, up to 12 days) Estimated Fee	\$45,000.00
Phase 3.2B Report Preparation Lump Sum Fee	\$13,000.00
Phase 3.2C Laboratory Fee (80 samples at \$1,000.00/sample) Unit Cost	\$80,000.00

PHASE 4.0 GEOTECHNICAL SAMPLING

The purposes for this subsurface exploration are to evaluate the subsurface conditions of the pond sediment, including documenting the thickness and composition. The exploration will determine the original pond bottom and collect samples of the sediment for laboratory testing. The depth of the pond and thickness of the sedimentation are each anticipated to be approximately 4 feet to 5 feet (i.e. maximum exploration and sediment sampling depths of 10 feet below water level). A summary report will be provided discussing potential reuse and disposal of the sediment, applicable dredge techniques, and options to dewater dredged sediments.

The geotechnical field exploration will consist of 20 hand advanced borings within the pond, completed under the HASP prepared by our Environmental team (see Phase 3.0 for this task). Based on our experience and our knowledge of the subsurface conditions in the vicinity of the project, our professional opinion is that these 20 exploration locations will be sufficient to characterize the subsurface profile and to provide the necessary geotechnical subsurface information for this dredge feasibility study. We note that deviations in the subsurface conditions can occur between explorations no matter what frequency is selected. Please note, NJDEP regulations do not govern physical composition sampling or testing requirements for dredge projects.

We propose to provide the following Scope of Services, under the direct technical supervision of a Professional Engineer licensed in the State of New Jersey:

- Access the pond via boat to perform sediment explorations. Explorations will be advanced by hand sampling equipment through the water, into the sediment until the natural soil bottom is located. Sampling methods may include hand augers, macro cores, and/or Ponar grab samplers. Samples will be collected by a geotechnical specialist or geologist, with OSHA HAZWOPER certification and working within the project HASP, under the direct supervision of the project Geotechnical Engineer. We estimate the 20 exploration locations and sediment samples will be completed over three working days.
- The representative sediment samples will be returned to one of our in-house laboratory facilities in either Mays Landing or Totowa, New Jersey (pending findings from the Environmental testing program). Our laboratory facilities have AASHTO Re: Source (formerly AMRL) accreditation and US Army Corps of Engineers (ACOE) validation. Laboratory testing on each of the collected 20 samples is anticipated to include grain size distribution (by mechanical sieve), water content, plasticity limits, organic content, and ph.
- Evaluate field and laboratory data to develop an understanding of the sediment conditions at the site. This information will be used to evaluate potential reuse and disposal of the sediment, applicable dredge techniques, options to dewater dredged sediments, and/or the need for additional subsurface explorations.
- The results of our services will be presented in a formal written report at the conclusion of the work. The report would include a plan showing the location of the field explorations, detailed findings of the explorations, the results of laboratory tests, and our preliminary conclusions and recommendations from this dredge feasibility study.



Exploration Procedures - CED will contact the One Call System prior to performing the subsurface explorations; however, the Client is responsible for providing us with available utility information. Regardless of the level of effort to identify and locate existing utilities, we cannot be held responsible for damage to utilities that are not marked, are incorrectly marked, or otherwise not physically exposed by Level 'A' designating techniques.

We assume that access to the site will be readily available to us, without the need for special permission, permits, or procedures regarding land use (i.e. badging or screening, site specific training, etc.). We anticipate being given full access to the site for our services when we are authorized to proceed.

If poor subsurface conditions are encountered, resulting in extended exploration times or greater depths, additional field work may be required. Explorations will terminate at the apparent natural pond bottom, as determined by the field observer at the time of the field exploration program. If conditions encountered differ significantly from those anticipated, and as a result would increase the scope of our service, we will notify you for your authorization to continue with these additional services.

Subsurface explorations will be performed by a qualified representative of CED. Our representatives will maintain logs of the explorations as the work proceeds. Samples collected from the explorations will be classified in accordance with the Burmister Soil Classification system. Collected samples will be returned to our accredited laboratory for further review and evaluation (pending findings from the Environmental testing program). Soil samples will be discarded after three months from the date of the field explorations, unless otherwise negotiated with the Client.

Site restoration or backfilling is not included herein. Due to the nature of the work, some incidental disturbance (tire ruts, disturbed earth/vegetation, felled trees, soil and grease stains, etc.) and some post-study settlement should be anticipated across the site and at the locations of the explorations. CED shall not be responsible for any repairs to the site.

The Following parameters will be evaluated:

- Grain Size Distribution
- Water Content
- Percent Solids
- Plasticity
- Organic Content
- pH

The bulking factor is not a laboratory test and is highly dependent on the dredging method. A discussion on this factor will be include in the final report.

Exploration Schedule - Scheduling and planning of the field exploration will begin immediately after we receive written notice to proceed. We anticipate that the subsurface exploration can begin within about two weeks after the survey services are completed, depending on availability and the weather. We anticipate that the subsurface explorations will require three working days to complete.



The geotechnical laboratory testing will begin after completion of the Environmental testing program (anticipated two-week turnaround time, standard). The subsequent geotechnical laboratory testing, engineering analysis, and report preparation will require an additional four weeks to complete.

Phase 4.0 Lump Sum Fee

\$21,600.00

PHASE 5.0 ENGINEERING DESIGN SERVICES

CED will prepare a plan of current conditions based on the collected survey data and sediment measurements which will provide information on the current pond depth over the approximate 6.8 acres as well as amount of sedimentation that has occurred.

Utilizing the information collected conceptual plans for dredging will be prepared. The plans will include existing and proposed grades, cross sections of the pond, depth of sedimentation and computations of the material volume to be removed. A preliminary analysis will be performed to determine the feasibility of potential methods to increase the pond storage capacity (outlet structure modification, increasing height of banks, including other potential methods) and the potential impacts upstream and downstream as well as compliance with current NJDEP regulations.

The current methods of dredging will be researched to determine their applicability based on material to be removed, site conditions, and cost. Potential access points to the pond may depend on the method of dredging and will be evaluated. CED will assess a construction vehicle access plan to minimize impact on the residential area and sites under redevelopment. Utility requirements for the dredging activity will be evaluated to see if there may be impact on the selected method of removal.

The re-use and disposal options will be investigated as they will be dependent on the results of the chemical and physical properties testing results. FMERA has identified four potential sites on the base. These sites, as well as other potential sites as identified by CED, will be reviewed and prioritized as based the chemical and physical testing results, amount of material that could be placed on site and potential impacts to adjacent property owners for items such as truck traffic, odor, etc.

There is a desire to provide recreation enhancements around the pond. The feasibility of providing improvements such as a pond perimeter recreational trail including a potential bridge, picnic area and parking lot will be evaluated on a conceptual basis.

The report will conclude with a preliminary Engineer's Opinion of the Probable Cost will be prepared based upon the recommendations outlined in the report.

Phase 5.0 Lump Sum Fee

\$32,000.00



PHASE 6.0 MEETINGS

It is anticipated that up to three meetings with FMERA staff will be needed throughout the project. The project will commence with a kickoff meeting with a discussion on the project schedule and release of available FMERA documents pertinent to the project. Subsequent meetings will be to provide a project status and discuss preliminary findings.

Phase 6.0 Hourly Fee/Budget

\$8,700.00

PHASE 7.0 DREDGING SUMMARY REPORT

A comprehensive report will be prepared and will provide a detailed summary of the available dredging methods and the potential pros and cons of each relative to the project site and adjacent neighborhood. The potential to increase the stormwater capacity of the pond will be summarized as well as the positive and negative impacts to the surrounding community. Ultimate Disposal and re-use options will be discussed in detail along with the potential cost. A comprehensive summary of investigative actions and laboratory data will be provided with the actual analytical laboratory results from the chemical and physical testing include in appendices. A discussion of the chemical and physical test results and their impact on the ultimate re-use/disposal of the dredge material will be provided. Testing data results will be provided in a tabular summary format in the body of the report.

Ultimately the report will make recommendations as to the quantity of sediment that should be removed, the recommended removal method, and potential re-use/disposal site. A conceptual cost estimate based on the recommendations will be provided.

Phase 7.0 Lump Sum Fee

\$17,700.00

REIMBURSABLE EXPENSES

Printing and reproduction, overnight mail service and postage costs are not included in the fees and will be added to each monthly invoice.

Reimbursable Expenses Estimated Fee (Cost Plus)

\$2,500.00

DELIVERABLES

- Two (2) hard copies of the preliminary dredging report.
- Three (3) hard copies of the finalized stormwater infrastructure reports, electronic copies in Word and PDF formats.
- Two (2) hard copies of the Conceptual Plans.



Schedule of Fees

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

Phase Name	Fee
PHASE 1.0 BATHOMETRIC AND TOPOGRAPHIC SURVEY (LS)	\$ 19,600.00
PHASE 2.0 PRELIMINARY ECOLOGICAL AND REGULATORY EVALUATION (LS)	\$ 9,550.00
PHASE 3.0 SEDIMENT SAMPLE COLLECTION AND ENVIRONMENTAL TESTING (LS)	
PHASE 3.1A SAMPLING PLAN PREPARATION (LS)	\$ 5,500.00
PHASE 3.1B SAMPLE COLLECTION (20 SAMPLES) (LS)	\$ 9,500.00
PHASE 3.1C REPORT PREPARATION	\$ 8,500.00
PHASE 3.1D LABORATORY FEES (\$1,000.00/SAMPLE)	\$ 20,000.00
PHASE 3.2A SAMPLE COLLECTION (\$3,750.00/DAY) (BUDGET)	\$ 45,000.00
PHASE 3.2B REPORT PREPARATION (LS)	\$ 13,000.00
PHASE 3.2C LABORATORY FEES (\$1,000.00/SAMPLE) (BUDGET)	\$ 80,000.00
PHASE 4.0 GEOTECHNICAL SAMPLING (LS)	\$ 21,600.00
PHASE 5.0 ENGINEERING DESIGN SERVICES (LS)	\$ 32,000.00
PHASE 6.0 MEETINGS (HOURLY/BUDGET)	\$ 8,700.00
PHASE 7.0 DREDGING SUMMARY REPORT (LS)	\$ 17,700.00
REIMBURSABLE EXPENSES	\$ 2,500.00
TOTAL FEE FOR PHASES 1.0 THRU 7.0 PLUS REIMBURSABLE EXPENSES	\$ 293,150.00

FMERA Obligations

- FMERA shall provide CED with access to files and allow relevant documents to be utilized.
- FMERA shall provide application fees for any permits that may be required for the completion of the work.

Exclusions and Understandings

The scope of work as presented was prepared to provide a more detailed approach to the project in response to the "Scope of Work, Conduct Feasibility Study to Dredge Husky Brook Pond" prepared by FMERA and finalized on February 20, 2024. CED will perform the tasks outline in the scope of work prepared by FMERA for the costs outlined above.

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Any items not specifically defined in the Scope of Services;



- Wetland delineation, reports or surveys;
- Tree Location Plan and/or surveys;
- Utility survey;
- ALTA/NSPS Land Title Survey;
- Lump sum pricing includes laboratory testing performed at our in-house laboratory facilities. Should additional material handling consideration be required based on the Environmental testing program findings, additional fees will be required.
- Exploratory or testing services, interpretations, or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on site;
- Permit and application fees and governmental fees which are to be paid directly by FMERA; and,
- Topographic and Underground GPR Surveys.

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

Section II – Business Terms and Conditions

The Business Terms and Conditions are in accordance with the original contract agreement executed with the Borough of Oceanport.

Section III – Rate Schedule

The 2024 Rate Schedule is on file with the Borough of Oceanport.

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title



If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. Alternatively, please provide a copy of a Resolution or Purchase Order approving this proposal, which shall constitute authorization. This proposal is valid until May 1, 2024.

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

Sincerely,

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

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

William H.R. White, III, P.E., P.P., CME, CFM, CPWM
Principal

WHW/

cc: Kara Kopach, FMERA (via email)
Regina McGrade, FMERA (via email)
Joseph Fallon, FMERA (via email)
Jeanne Smith, Oceanport Borough Clerk (via email)

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Exhibit B

Scope of Work
Conduct Feasibility Study to Dredge Husky Brook Pond

Background: The U.S Army created a man-made pond which it named “Husky Brook Pond” (hereafter the “pond”) between the years of 1963 and 1969. The pond is 6.8 acres in size and is located in the south-central portion of the Main Post. The pond is fed by Husky Brook Creek which is located to the west. The U.S. Army created the pond for both stormwater management and recreational purposes.

Current Status of the Pond: The pond has been silting in over the last 60 years. As a result, the pond has lost a significant portion of its stormwater storage capacity. The loss of stormwater storage capacity can be physically observed. The pond is also in a state of ecological decline.

Summary Project Description: Conduct “Feasibility Study” to determine whether it’s practical to dredge the pond utilizing accepted practices, methods, and standards. Prepare Feasibility Study report (hereafter the “report”) that captures all tasks listed in the Scope of Work section.

Scope of Work:

- Evaluate the feasibility of increasing the stormwater storage capacity of the pond by employing the following strategies as part of a dredging project:
 - Raising the height of the banks surrounding the pond.
 - Lowering the elevation of the weir.
 - Including other recommendations offered by the engineering firm.
- Evaluate utility requirements for the dredging project (e.g., electric, water, etc.).
- Evaluate potential project impacts to threatened and endangered species and their associated habitats, freshwater wetlands and associated transition areas, riparian zones, and floodplains. Identify areas to be protected, if deemed necessary. Perform fauna and flora surveys for the pond and lands proximate to the pond. Evaluate the feasibility of planting aquatic vegetation and the likelihood of success for such an initiative.
- Evaluate potential project impacts, both positive and negative, to the surrounding community.
 - Accurately assess the existing water depth found in the pond. In addition, accurately assess the thickness of accumulated sediment found in the pond.
- Post-Bathymetric Data Processing:
 - Field data should be linked to geodetic datum (NAVD88).
 - Data to be displayed as actual elevations as opposed to relative elevations.
 - Process field data using accepted computers models.
 - GPS sediment points referenced to datum.
 - Overlay elevation data on aerial photo of project site using AutoCAD.
 - Use “State Plane Coordinate System” software to compute the volume of dredgable sediment.
- Data Analysis and Map Preparation:
 - Resulting data to be used to create maps showing:
 - Existing water depths.
 - Distribution and thickness of accumulated sediments.
 - Post dredging water depths.

- Use data to compute:
 - Volume of dredgable sediment for entire pond.
 - Increases in water depth and water volume.
- Sediment Contamination: Estimate likelihood of contamination problem by reviewing historic aerial photos and New Jersey Department of Environmental Protection (NJDEP) databases.
- Sediment Testing – Chemical:
 - Develop a detailed sampling plan to identify potential contaminants of concern that may be present in pond sediments.
 - Confirm the number of sediment samples needed to satisfy NJDEP requirements.
 - Collect up to 100 sediment samples for Target Compound List (TCL) volatile organics (VOCs), semi-volatile organics (SVOCs) to include base-neutrals (BNs), priority pollutant metals, pesticides, PCBs, phenol, cyanide, total phosphorous (TP), and total nitrogen (TN) analysis.
- Sediment Testing – Chemical:
 - Two separate sediment sampling events for chemical analysis shall take place as part of the Feasibility Study. The first sampling event shall include the collection of up to 20 sediment samples. The second sampling event shall include the collection of up to 80 sediment samples.
 - All samples to be tested by NJDEP certified laboratories.
 - All samples to be analyzed on a standard turnaround time.
- Sediment Testing – Physical
 - Develop a detailed sampling plan to evaluate the following parameters:
 - Grain size distribution
 - Water Content
 - Percent Solids
 - Plasticity
 - Organic content
 - Bulking Factors
 - pH
 - Collect up to 20 sediment samples for “Physical” parameters testing as referenced above.
 - Confirm the number of sediment samples needed to satisfy NJDEP requirements.
 - All samples to be tested by NJDEP certified laboratories.
- Third Party Data Validation of Chemical Test Results: Evaluate third party data validation requirements as it applies to chemical testing.
- Chemical Test Results:
 - All VOCs, SVOCs/BNs, priority pollutant metals, pesticides, PCBs, phenol, and cyanide detected above their respective minimum detection limit shall be summarized in Table format. All detections shall be compared to their respective NJDEP Soil Remediation Standard found at N.J.A.C. 7:26D (both residential and non-residential standards). Exceedances of respective standards shall be highlighted within the Table.
- Physical Test Results:
 - All physical test results shall be summarized in table format.
- Discussion of Chemical and Physical Test Results: The Feasibility Study report shall include a “Discussion of Test Results” section. A thorough discussion of the test results and how they impact sediment management/disposal decisions shall be presented in the report.

- Identify the amount, in cubic yards, of sediment that needs to be dredged from the pond to restore lost stormwater storage capacity and to improve the ecological health of the pond.
- If a decision is made to move forward with the dredging project, the report shall include a thorough discussion of the available technologies to dredge the pond. Costs associated with each technology shall be presented in the report.
- Accepted practices and/or methods to de-water dredged sediments shall be thoroughly discussed in the report. Costs associated with de-watering operations shall be presented in the report.
- Evaluation and Discussion of Sediment Disposal Options:
 - Onsite reuse:
 - Evaluate whether four potential areas found on the Main Post of Fort Monmouth are suitable for reusing dredged sediments.
 - Identify the amount of land needed to dispose of dredging materials onsite.
 - Evaluate potential odor problems connected with onsite disposal.
 - Secure the services of an NJDEP Licensed Site Remediation Professional (LSRP) when it comes to making decisions about the application of dredged sediments on lands located within the boundaries of Fort Monmouth, NJ. The LSRP shall complete all required NJDEP reports, forms, letters, etc., when such a decision is made.
 - Offsite disposal:
 - Use as “daily cover material” at the Monmouth County Reclamation Center, Tinton Falls, NJ.
 - Disposal as ID 27 waste at the Monmouth County Reclamation Center, Tinton Falls, NJ.
 - Disposal by means of out of state landfills as non-hazardous waste.
 - Thermal treatment at permitted non-hazardous waste facilities.
 - Other recommendations offered by the engineering firm.
 - Costs for managing dredged sediments, as described above, shall be presented in the report.
- Recommendations for best managing the dredged sediments shall be discussed thoroughly in the report.
- Identify best locations for vehicles to access the site should a decision be made to move forward with the dredging project.
- Evaluate the feasibility of constructing a picnic area on the southside of the pond which would include a vehicle parking.
- Evaluate the feasibility of constructing a recreational trail around the entire length of the pond.

Project Permits:

- Identify all permits required from the NJDEP for project implementation. Identify the costs associated with each permit.
- Identify other required permits separate from the NJDEP and their associated costs.

Coordinate Pre-Application Meeting with the NJDEP:

- Coordinate meeting with NJDEP staff.
- Present project to NJDEP staff.
- Utilize appropriate maps, tables, and figures when presenting project to NJDEP staff.
- Confirm what permits are required to implement dredging project.
- Confirm the required number of sediment samples to be collected.
- Confirm chemical and physical testing parameters.

Project Schedule:

- Prior to the execution of the MOU between FMERA and the Borough, FMERA staff would like to meet with the consultant to ensure all terms and conditions of the MOU and Scope of Work are understood and adhered too.
- Upon execution of the MOU between FMERA and the Borough, the consultant shall have 60 days to complete all other required field work. Commencing on day 61, the consultant shall have 45 days to provide a draft Feasibility Study report to FMERA. FMERA shall be allowed 15 days to review and comment on the draft report. Following receipt of FMERA comments, the consultant shall have 15 days to finalize the report to include supporting documents.
- The consultant shall provide FMERA with a written schedule for the entire project following contract award.

Project Deliverables:

- The submission of two draft Feasibility Study reports to FMERA that capture all information listed in the Scope of Work section.
- Original copies of all laboratory reports and other supporting documents shall be incorporated into the Feasibility Study report.
- The submission of two final Feasibility Study reports to FMERA that capture all information listed in the Scope of Work section. Electronic copies of the final Feasibility Study reports shall be provided both in its original software format and in PDF format.
- A cost estimate to dredge the pond based upon the recommendations found in the Feasibility Study report.
- A cost estimate to prepare design specifications, bidding documents, and the completion of all required permits to execute the dredging project.

Prepared By: Joe Fallon

Date: January 20, 2024

Finalized: February 20, 2024

Amended: June 26, 2024

**RESOLUTION OF THE BOROUGH OF OCEANPORT
REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION AMENDING THE 2024
MUNICIPAL BUDGET PER NJSA 40A:4-87 FOR FMERA MOU HUSKY BROOK POND DREDGING
FEASABILITY STUDY PROJECT**

Resolution

WHEREAS, N.J.S.40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount, and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Oceanport hereby request the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of \$293,150.00 which item is now available as a revenue from the Fort Monmouth Economic Revitalization Authority Husky Brook Pond Dredging Project Fund pursuant to the provisions of statute, and

BE IT FURTHER RESOLVED, that a like sum of \$293,150.00 be and the same is hereby appropriated under the caption of FMERA MOU Husky Brook Pond Dredging, \$293,150.00.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is directed to file this resolution electronically with the Director of Local Government Services.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING CHANGE ORDER #1 TO THE CONTRACT FOR WATER MAIN SERVICES FOR
BUILDINGS 600, 601, 602 & 603 BETWEEN VAUGHAN CONSTRUCTION & EXCAVATION, INC. AND
THE BOROUGH OF OCEANPORT PURSUANT WITH THE FMERA MOU FOR 600 AREA WATER MAIN
SERVICES**

Resolution

WHEREAS, pursuant with adoption of Resolution #2024-85 the Borough of Oceanport awarded a contract to Vaughan Construction & Excavation, Inc. of Atlantic Highlands, NJ for the 600 Area Water Main Services for Buildings 600, 601, 602 & 603 for the original sum of \$232,000.00; and

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

WHEREAS, there is a need to amend the contract with Vaughan Construction & Excavation, Inc for removal of concrete structures and additional materials required by NJ American Water to rework a hotbox, as stated in a letter from the Engineer dated July 9, 2024; and

WHEREAS, the original contract of \$232,000.00 will be increased by \$7,335.84 to reflect the amendment; and

WHEREAS, available funds for Change Order #1 have been certified by the Chief Financial Officer from Account #02-213-40-700-070 as indicated below; and

WHEREAS, the Fort Monmouth Economic Revitalization Authority (FMERA) has approved Change Order #1 pursuant with email from Kara Kopach dated April 22, 2024; and

WHEREAS, based on the foregoing, the Borough Council has determined that it is necessary and appropriate to approve Change Order #1 for a total increase in the amount of \$7,335.84,

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

1. Change Order #1 to increase the contract between the Borough of Oceanport and Vaughan Construction & Excavation, Inc by \$7,335.84 is hereby approved.
2. The Mayor and Borough Clerk are hereby authorized to sign the change order on behalf of the Borough.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in the FMERA MOU 600 Area Water Main Services budget line item Account #02-213-400-070 not to exceed \$7,335.84 for the above referenced contract change order.


Catherine D. LaPorta, CFO

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



July 9, 2024

VIA EMAIL

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

Change Order No. 1
Water Service for FMERA Buildings 600-603
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Project No. OPB-0185

Dear Mayor and Council,

Please find the attached Change Order No. 1 for your review and approval. This work includes removal of concrete structures due to unforeseen circumstances and additional material required by New Jersey American Water to rework the hot box.

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

Sincerely,

Colliers Engineering & Design, Inc.

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

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

WHW/rd
Enclosure

cc: Donna Phelps, Administrator (via email)
Jeanne Smith, RMC, Borough Clerk (via email)
Katie LaPorta, CFO (via email)
Kristy Dantes, FMERA (via email)
Kara Kopach, FMERA (via email)
Vaughan Construction & Excavation (via email)

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CHANGE ORDER NUMBER - 1
FINAL

Project	WATER SERVICE FOR FMERA BUILDINGS 600-603
Municipality	BOROUGH OF OCEANPORT
County	MONMOUTH
Contractor	VAUGHAN CONSTRUCTION & EXCAVATION, INC.

In accordance with the project Supplementary Specification, the following are changes in the contract.	
Location and Reason for Change	(Attach additional sheets if required)
Supplemental Items (Backup Attached)	

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

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

Supplemental Items				
<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
CO1	Removal of Concrete Structures Due to Unforeseen Conditions	1 LS	\$ 4,396.44	\$ 4,396.44
CO2	Additional Material Required by NJAW to Rework Hot Box	1 LS	\$ 2,939.40	\$ 2,939.40
Total Supplemental Items				\$ 7,335.84

Amount of Original Contract	\$ 232,000.00	Extra	\$ 0.00
Change Order No. 1 Amount	\$ 7,335.84	Supplemental	\$ 7,335.84
		Reduction	\$ 0.00
Adjusted Amount Based on Change Order No. 1	\$ 239,335.84	Total Change	\$ 7,335.84
% Change in Contract [(+) Increase or (-) Decrease]	3.16%		

	7/9/2024
Colliers Engineering & Design (Engineer)	(Date)
Borough of Oceanport (Presiding Officer)	(Date)
	7/6/24
Vaughan Construction & Excavation, Inc. (Contractor)	(Date)

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND
THE TOWNSHIP OF MIDDLETOWN FOR RECORDS MANAGEMENT SERVICES**

Resolution

WHEREAS, the "Uniform Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et. seq. allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, the Borough of Oceanport is a municipal corporation having its principal offices located at 910 Oceanport Way, Oceanport, New Jersey, 07757

WHEREAS, the Township of Middletown is a municipal corporation having offices at 1 Kings Highway, Middletown, New Jersey 07748; and

WHEREAS, Middletown is willing and able to provide Records Management Services to the Client Municipality as a shared service being the most efficient use of taxpayer resources as set forth pursuant to the terms and conditions of this Agreement.

WHEREAS, the Borough Council having considered same finds it to be in the best interest of the Borough of Oceanport and its residents to enter into this Shared Services Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Oceanport hereby authorize the Mayor and Borough Clerk to execute a Shared Services Agreement ("agreement") for the purpose of Records Management Services between the Borough of Oceanport and the Township of Middletown

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

SHARED SERVICES AGREEMENT FOR RECORDS MANAGEMENT SERVICES

THIS SHARED SERVICES AGREEMENT (the “**Agreement**”) made this 18th day of July 2024 (the “**Effective Date**”)

by and between the

TOWNSHIP OF MIDDLETOWN, a municipal corporation of the State of New Jersey with offices located at 1 Kings Highway, Middletown, New Jersey 07748 (“**Middletown**”)

and the

BOROUGH OF OCEANPORT, a municipal corporation of the State of New Jersey with offices located at 910 Oceanport Way, Oceanport, New Jersey 07757 (the “**Client Municipality**”)

Hereinafter each a “**Party**” and collectively referred to as the “**Parties**”.

WITNESSETH

WHEREAS, the “Uniformed Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, et seq. (the “**Act**”), authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within several jurisdictions or any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, Middletown is willing and able to provide Records Management Services to the Client Municipality as a shared service being the most efficient use of taxpayer resources as set forth pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by reference and in consideration of the mutual covenants contained therein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Scope of Services.** Middletown shall provide Records Management Services, as follows:
 - a. **Inventory and destruction** of records which have met the eligibility for disposition under the State retention schedule.
 - b. **Training** staff on applying for records destruction and final disposition of records.

- c. **Obtaining certificates** for image migration path through the Government Records Council.
- d. **Onboarding** for day forward scanning creation of document type templates.
- e. **Preparation** of archived documents by removing staples, taping, collating, and preparing file jackets.
- f. **Wrapping** of minute, ordinance, and resolution books with acid free paper and labels for archiving and protecting permanent paper records.
- g. **Scanning** into municipalities' pre-existing RIM Systems (including oversized documents).
- h. **Data entry** into indexing fields.
- i. **Customer Support** for up to three months after the end of the Term defined in Section 2 of this Agreement.

2. Term. The term of this Agreement shall commence upon the Effective Date and shall continue for a term of three months per every 100 standard sized banker boxes of records to be processed unless terminated sooner pursuant to Section 9 of this Agreement. This term may be extended by the Parties at their mutual discretion.

3. Consideration. The fee for Middletown's Record Management Services shall be as set forth in **Schedule A** to this Agreement.

4. Hold Harmless. The Client Municipality shall hold Middletown harmless, defend, and indemnify Middletown, its officers, employees and agents from all fines, claims and losses of whatever nature or type (collectively, "**Claims**") arising out of or in connection with the provision of the services under this Agreement, but for any instance of gross or willful misconduct.

5. Insurance. It is recognized and understood that Middletown is primarily self-insured for most claims up to \$200,000, with various other coverages for excess claims, while the Client Municipality participates in a Joint Insurance Fund ("**JIF**"). The Client Municipality shall provide Middletown with assurance of coverage by the JIF or alternative coverages, if any.

6. Termination. This Agreement may be terminated by either Party upon 30 days' written notice to the other. In the event of termination, Middletown will take reasonable steps necessary to ensure that services are transitioned back to the Client Municipality. Any consideration paid in advance of termination will be refunded on a pro rata basis through the date upon which the provision of services by Middletown ceased within 30 days after notice.

7. Chain of Command; Communications. Employees and appointees appointed by Middletown providing services under this Agreement shall be under the exclusive authority and control of Middletown. The Parties shall designate their respective municipal clerks as their representatives for communications between the Parties relating to the provision of services under this Agreement.

8. Choice of Law. Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. Entire Agreement. This Agreement represents the entire agreement between the Parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all the Parties hereto.

10. Severability. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

11. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

12. Modification. This Agreement may not be changed orally, and may be modified or amended only by a written agreement signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first above written.

ATTEST:

TOWNSHIP OF MIDDLETOWN

Heidi R. Pieluc
Municipal Clerk

Anthony S. Perry
Mayor

BOROUGH OF OCEANPORT

Jeanne Smith
Municipal Clerk

Thomas J. Tvrdik
Mayor

Township of Middletown Clerk's Office



Heidi R. Pieluc,
RMC/MMC, CPM
Township Clerk and Registrar

732-615-2016

hpieluc@middletownnj.org

Township of Middletown

Services Included:

The Township Clerk's Records Division will provide the following services:

1. **Inventory** and destruction of records which have met the eligibility for disposition under the State retention schedule
2. **Training** to agency staff on applying for records destruction and final disposition of records
3. **Obtaining certificates** for image migration path through the State Record Council
4. **Onboarding** for Day forward Scanning Creation of Document Type Templates
5. **Preparation** of archived documents by removing staples, taping, collating, and preparing file jackets
6. **Wrapping** of minute, ordinance, and resolution books with acid free paper and labels for archiving and protecting permanent paper records
7. **Scanning** into municipalities' existing RIM Systems (*Includes oversized documents*)
8. **Data entry** into indexing fields
9. **Customer Support** for three months after project completion

Estimated Fees		
Total Cost of Imaging and preparation of documents	\$ 31,425.00	100 standard archival boxes
Document Destruction Process Flat Rate	\$ 500.00	
Shredding per box \$8.00	\$ 800.00	100 standard archival boxes
Estimated Cost for Project	\$ 32,725.00	

RESOLUTION OF THE BOROUGH OF OCEANPORT APPOINTMENT OF DANIAL SCHMID TO FIRE POLICE

Resolution

BE IT RESOLVED, by Thomas J. Tvrdik, Mayor of the Borough of Oceanport, that the following appointment be made with the advice and consent of Council as recommended by the Fire Police Captain and approved by the Chief of Police pursuant with Borough Code § 50-8:

Danial Schmid Unexpired Term expiring 12/31/28

FIRE POLICE MEMBERS:

Port Au Peck Chemical Hose Co.:

Bill McNish, Captain	5yr Term expiring	12/31/28
Frederick Santi	5yr Term expiring	12/31/28
Bob D'Agostino	5yr Term expiring	12/31/28
Frank Lippolis	5yr Term expiring	12/31/28
Fred Fillippone	5yr Term expiring	12/31/28
Wes Sherman	5yr Term expiring	12/31/28

Oceanport Hook & Ladder Fire Co.:

Michael DePonte	5yr Term expiring 12/31/28
Tom Porowski	5yr Term expiring 12/31/28
Roman Lima-Velasquez	5yr Term expiring 12/31/28
Danial Schmid	5yr Term expiring 12/31/28



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES • APRIL 4, 2024

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

- I. **Meeting Called to Order:** Mayor Tvrdik called the meeting to order at 7:00 PM
- II. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2024 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.
- III. **Flag Salute, Statement to the Public:** Mayor Tvrdik led attendees and members of the Council in the flag salute and read the Statement to the Public.

IV. **Roll Call:**

Attendee Name	Title	Status	ARRIVED
Thomas Tvrdik	Mayor	Present	
William Deerin	Councilman	Present	
Richard Gallo	Councilman	Present	
Bryan Keeshen	Councilman	Absent	
Michael O'Brien	Councilman	Present	
Keith Salnick	Councilman	Remote	7:03 PM joined by telephone
Patty Cooper	Councilwoman	Present	
Jeanne Smith	Borough Clerk	Present	
Andrew Bayer	Borough Attorney	Present	
Donna M. Phelps	Administrator	Present	
Catherine D. LaPorta	Chief Financial Officer	Present	

- V. **Public Comment on Action Items:** Mayor Tvrdik opened the meeting to Public Comment on Action Items Only. As no one from the public appeared, the public comment period was closed on a motion by Council President Deerin, seconded by Councilman O'Brien.

Councilman Salnick joined the meeting via teleconference call at 7:03 PM

VI. **Action Items:**

#2024-105 Resolution authorizing payment of BILL LIST 04-04-2024

RESULT:	ADOPTED [UNANIMOUS]	
MOVER:	William Deerin, Councilman	AYES: Deerin, Gallo, O'Brien, Salnick, Cooper
SECONDER:	Michael O'Brien, Councilman	ABSENT: Keeshen

#2024-106 Resolution granting an extension to KKF University Enterprises – Councilman O'Brien asked for additional information. Mayor Tvrdik advised this was related to the deadline for their PILOT audit report and a request for a 30-day extension

RESULT:	ADOPTED [4 TO 0]	AYES: Deerin, Gallo, O'Brien, Cooper
MOVER:	William Deerin, Councilman	ABSTAIN: Salnick
SECONDER:	Michael O'Brien, Councilman	ABSENT: Keeshen

#2024-107 Resolution authorizing renewed agreement 2024-2025 with Sea Bright for Court Facilities

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael O'Brien, Councilman
SECONDER:	Patty Cooper, Councilwoman
AYES:	Deerin, Gallo, O'Brien, Salnick, Cooper
ABSENT:	Keeshen

- VII. **Clerk's Report:** Ms. Smith introduced Stephanie Kramer, new Deputy Borough Clerk, whose begun her training. Ms. Smith next reported on topics including potential new software for recreation purposes such as pickleball, tennis, boat ramp permits and possibly Clerk permits such as block party permits, etc.

Old Business:

1. Resolution authorizing an Interlocal Agreement with OPBOE for ground maintenance and snow plowing – *discussed and moved forward to next meeting*
2. An Ordinance to amend the Development Application Fee Schedule - *Discussed and moved forward for introduction at the next meeting*

New Business:

3. Resolution authorizing Tax Sale Redemption #23-00007 – *discussed and moved forward*
4. Discussion: Proposed Shared Services Agreement with West Long Branch for Court Services – Ms. Phelps provided a status on the potential shared services, advised it was presently waiting for approval by the Assignment Judge; advised that an employment opportunity had been posted seeking a deputy court administrator which will be needed with the increased volume of work; plan is to implement on May 1st, coordinating meetings were ongoing.

Minutes: Ms. Smith advised minutes were nearly complete and would be ready for the regular meeting.

- VIII. **Administrator's Report:** Ms. Phelps reported on items including meetings with fire department, review of members qualifications and certifications; implementation of the pickleball system and advised of badge fees; she attended the software demonstration for the recreation programs and agreed it would work for pickleball and tennis and possible action camp; there will be an Action Camp this year with registration open at this time; read a report update from DPW Superintendent of ongoing projects including most recent storm and recognized DPW staff Jorge Segura, Juan Merino, Dan Swoope, John Carroll and Jay Swoope for a superior job in eliminating a hazardous condition and thanked the governing body for their investment in staff training and equipment which may have saved several thousands of dollars and perhaps more in liability.

2024 BUDGET – Councilman O'Brien provided an update on the final stages of the Borough's budget for 2024 and was pleased to report that the amount of taxation to be raised would remain flat, year over year; there was an increase in average asses home values – \$722,000 last year and \$748,600 this year. The municipal portion of the tax bill will remain unchanged. They have also made the decision to not incur any new debt and will be using surplus to handle new capital purchases including emergency vehicles, first aid equipment, public works equipment and the road program. Budget will be submitted for introduction at the next meeting. He further reported that debt service for Maria Gatta Park is \$235,000 annually with revenues of \$176,00 generated year to date and the Borough is on track to meet and exceed the goals for that park's improvements.

- IX. **Mayor's Report:** Mayor Tvrdek's advised receipt of resident Mike Sikand's letter seeking to donate trees and pay for their planting to replace the ones that were damaged during the storm. He also reported on a request from FMERA to enter another MOU – this one would entail demolition of buildings across from Baseline Social (such as the old Burger King), proposals are being prepared and would be submitted for a future meeting. He also provided an update on the planned improvements at Monmouth Park – they have filed their CAFRA application, performing soil testing and anticipated for construction to begin in mid-summer 2025. Monmouth Park Developers have approached the Borough for a letter of support for their ASPIRE funding application to the State. While he remembers the Monmouth Park of old, change is inevitable, and polled Council for their comments. General consensus was to table the request for the next meeting to allow time for the public to access as well.

- X. **Public Comment:** Mayor Tvrdek opened the meeting for public comments. The following persons appeared and expressed comments on the various topics:

- Rosanne Letson, 50 Deer Park Path, Tinton Falls, provided an update on the Historical Committee's activities including historical signage panels ordered for Old Wharf Park, there are additional plans being considered to do additional signage panels for other places in the Borough with historical significance. The Committee would also like to consider having a clam bake.

Gary LaBruno, 50 Wyandotte Ave, commented on the plans for Monmouth Park may not be in the best interests of the area; expressed concern that the agenda public comment statement as read in the meeting may be a violation of 1st amendment rights, recounted his own experience in the past with his information being posted publicly by a council member and the public should be able to address members of the governing body and why is the statement on there. Borough Attorney Andy Bayer advised that the idea is that it is not to be used as a cross-examination and that the public is addressing the body as a whole, not individual members, however, members can respond if they want to but are not required to. Councilman Salnick added his thoughts that he will make himself available any time to answer the public's questions. There was further commenting including the Borough Clerk as to the purpose of the statement which ultimately is more procedural than literate.

Mark Patterson, 40 Itaska Place, also commented on the public comment topic that he thinks it is important to be consistent which this governing body has practiced and is similar to the statement used by the Board of Education. His understanding is that it is not a back and forth public comment, but an opportunity to present comments and questions - they can ask questions,



BOROUGH OF OCEANPORT

MAYOR & COUNCIL

MINUTES • FEBRUARY 2, 2023

Workshop

Clement V. Sommers Municipal Building

7:00 PM

910 Oceanport Way, Oceanport, NJ 07757

- I. **Meeting Called to Order:** Council President Gallo called the meeting to order at 7:00 PM
- II. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 5, 2023 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.

- III. **Flag Salute, Statement to the Public:** Council President Gallo led attendees and members of the Council in the flag salute.

IV. **Roll Call:**

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

- V. **Public Comment on Action Items:** Council President Gallo opened the meeting to the public for comments on Action Items only. As no one from the public appeared, Council President Gallo closed that portion of the meeting.

VI. **Action Items:**

#2023-54 Resolution authorizing payment of BILL LIST 02-02-2023

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

#2023-55 Resolution awarding contract to BSN Sports for sports equipment

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

#2023-56 Resolution authorizing various Grant Applications - *Amended*

Ms. Phelps is writing a grant (revised resolution in packet) FEMA assistance to Fire Fighters grant vehicle acquisition grant will be for Pearce enforcer pumper and required fire fighter training for approx. \$950,000, and an equipment grant for air compressor filling stations \$105,000. Councilman Salnick asked when are the grant applications being submitted and is there a limit on how many and how much we can apply for? Ms. Phelps said the assistance to Fire Fighters Grant is very specific and you cannot apply for vehicles if they are older than 1992.

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

#2023-57 Resolution promoting Jaret Casto-Valverde to full time laborer for the Public Works Dept

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

#2023-58 Resolution appointing Robert Berg as labor for the Public Works Dept

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

- VII. **Clerk's Report:** Ms. Smith reported receipt of the annual Verizon Franchise fee which totaled \$53,000.65 for 2022; reviewed regular meeting items from the Agenda which were moved forward with no objections. Ms. Smith advised that the Police Department had submitted a request for Council to approve a Hold Harmless for Jackson Township for use of one of their range facilities – one specific range not permitted to use without the agreement in place with no objections to moving that forward.

Ms. Smith further reported that a resident from Shapen Way had submitted a written request appealing to the Council that his roadway be included with the other roads in the neighborhood being considered for the next road program. The resident was in attendance and would bring up the topic in Public Comments.

Ms. Smith reported on the LOSAP Program. Each year the Fire and First Aide organizations put together a certified list stating how many members achieved the required amount of points and are eligible for contributions, Fire reports 42 members, First Aid pending but will be included next meeting if received timely. Lists will be posted after Council approval.

Old Business:

1. Resolution granting temporary waiver of Noise Ordinance for The Park Loft – item held over from December as it pertained to 2023 business. Event being held on 12/31/2023 for New Year's Eve and business owner was seeking temporary relief from the Noise Ordinance of 10 pm to provide until 1AM for the event. Closest residential was East Gate community but buffered by the church, Family Promise, etc. There was brief discussion with no objections to approve with the condition that there be no music outdoors after 10pm.
2. Community Rating System/National Flood Insurance Program, Councilman Salnick gave a brief description on the program. Councilman Salnick explained that the town gets credits based on certain criteria. Each town gets a rating which determines the discount to be applied towards flood insurance. Mr. White, the Borough's Engineer, added additional details as the Flood Plain Manager. Mr. White stated what the town has done in the past and what the town is currently doing to keep our score up. Ms. Smith stated that every year herself, Mr. White and Mr. Baldanza the construction official do review the information as it is required they do so. Ms. Smith also suggested having the Planning and Development Committee further look into this as they may be able to suggest other areas where we could improve. After further discussion, Council agreed to refer this to the Health and Human Services Committee to discuss with the Environmental Commission and Water Watch Committee for recommendations.
3. Special Committee for Blackberry Bay Park Pool Site, Councilman Salnick stated that he would like to form a special committee that he would chair to come up with ideas of what to do with the old pool site. It was recommended to Councilman Salnick that he reach out to the Recreation Committee as they have been working on ideas for the space and getting prices. Mayor Coffey responded by saying everyone is welcome to bring ideas to the Council on what they would like to see the space used for. It is not necessary to have a special committee for that. Mayor Coffey also stated that he would love to see a pool but the cost is just not feasible.

New Business:

4. Notice from Eatontown - Hearing on Adoption of Monmouth Mall Redevelopment Plan, Borough Clerk - *announced*
5. Resolution authorizing an exception of Chapter 267 "Noise", TRWRA Main Install – *reviewed and moved forward*
6. Shore Youth Lacrosse - Request to Place Storage Unit at Maria Gatta Park - Ms. Smith advised that Shore Youth Lacrosse have purchased their own goals and would like to place a storage unit at the park to store them. There was a discussion by Council with no objections subject to a discussion with Public Works as to where the storage unit is placed. Ms. Smith will prepare a resolution.
7. 9-1-1 Shared Services Agreement, Administrator – Ms. Phelps reported that the shared service agreement with the county for our dispatch is up for renewal a three year period and will included a two percent increase for the duration of the agreement. Ms. Phelps asked that this be added to the February 16th meeting and with no objections moved forward to the next meeting for action.
8. Proposed Financial Services - Check Fraud, CFO – Ms. LaPorta spoke on how many municipalities are victims of check fraud because we publish our bill lists. They see a list of who we are paying along with the amount. They are recreating the checks and submitting them to the banks. When we reconcile our accounts we are only looking at the amount and not the payee. Ms. LaPorta stated that TD Bank offers a Positive Pay Program. We would upload our check register to TD Bank and they take the time to verify the payee and the amount prior to the check hitting our account. The cost to us would be under \$800 for the year. Council was in agreement to move forward with getting the Positive Plan.
9. Strategic Communications & Social Media - Stateside Affairs, Mayor Coffey – Mayor Coffey stated that he received a letter from the company Stateside Affairs. They are a social media / public affairs company. They would like to do a phone call to see if there is any interest in their services. The company currently provides services to several municipalities. Mayor Coffey asked if anyone was interested in this type of representation for the borough. The Council agreed to do the call and see what the company has to offer.
10. CentraState's Mobile Health Services, Mayor Coffey – Mayor Coffey received an email from the Health Equity Coordinator at Centra State Health Services. They would like to see if we are interested in hosting their Live Life Well program which provides free health services. They will pick a date and time and we can choose where they go. There is no cost to the borough. The Council was in agreement and Mayor Coffey stated he will move forward with setting this up.
11. 2023 Municipal Budget, Councilman O'Brien – Ms. LaPorta gave an update on behalf of Councilman O'Brien who could not attend the meeting. Ms. LaPorta stated that she reached out to all department heads and presented last year's budget expenses and asked that they let her know if they anticipate any increases to there budget. Ms. LaPorta will bring all requests to the Finance Committee.
12. Proposed Amendments to ByLaws related to Standing Committee assignments, Councilman Salnick – Councilman Salnick spoke at length about having each Council member rotate each month going to committee meetings. Councilman Salnick felt that each Council member should be apart of each committee specifically the finance committee. Council consensus was to keep the committee assignments as currently set up.
13. Wolf Hill School Water Retention Issue, Councilman Salnick – Councilman Salnick spoke at length about the residents' concerns with the current plan for the water retention issue and questioned what was being done to take care of the issue. Councilman Tvrdik stated that they are in Phase 1 and that there has not been an approved proposal. Councilman Tvrdik met with the architect for the school project along with the building department about the second floor addition. Councilman Tvrdik requested from the building department that they pull al drainage and grading plans prior to construction. There is a meeting set up to discuss solutions with all of the professionals.

- VIII. Administrator's Report:** Ms. Phelps reported that the borough was selected to host a shredding event. The event will take place on Saturday, June 17th from 9-1pm. She received the hosting agreement which needs a resolution authorizing that the borough can sign the agreement between the count and the municipality. Ms. Smith will have the resolution ready for the next meeting. DPW sent a sample from the borough compost pile out for testing. The PH came back at 718 out of 800. Ms. Phelps thanked Public Works for staying on top of the piles. NJ American Water Company is changing the process of how they do water testing. The new process will start the week of February 6th.
- IX. Mayor's Report:** Mayor Coffey reported that they had their first official meeting with representatives from Netflix. They gave a short overview of what's going on. This was the first of many meetings that will take place over the next 18-24 months. Mayor Coffey concluded with condolences to the Bell family. Barbara was a bus driver for the Oceanport School District from 1969 to 2018.
- X. Public Comment:** Council President Gallo opened the meeting to Public Comments.

Eric Johnson, 7 Shapen Way, asked questions about which roads are being paved. He asked if Shapen Way would be paved and asked that this road be considered. Mr. White via phone commented on the road program. He stated that they discussed specific roads to be paved but nothing has been confirmed as of yet. He explained that each year the committee decides and brings the recommendations to the Council. Mr. White stated that they will add Shapen Way to the list for consideration.

Suzanne Hantson, 32 Steeple Chase Court, commented on the Wolf Hill Water Retention problem. She stated that due to the pond of water they now have a mosquito problem. Councilman Tvrdik responded that they are working with the school to come up with a solution.

Irene Elliott, 64 Kimberly Way, commented on the water issue and asked that a drainage system be put in to solve the problem.

Steven Raia, 12 Osprey Lane, commented on the water issue and asked that the Council find a solution to actually solve the problem.

Roseanne Letson, 50 Deer Path Ct, Tinton Falls, presented the Oceanport – A Great Place To Live book. She brought copies if anyone would like to purchase. She wanted to follow up on a statement Councilman Salnick made earlier about the Historical Committee helping to bring back the Oceanport pool. Let it go on record that the Historical Committee will not be helping.

Ed Ryan, 24 Willow Ct, commented on the water issue and said he would like to see the issue corrected.

- XI. Adjournment:** As there was no further business, the meeting was adjourned at 8:52 PM on a motion by Councilman Deerin, seconded by Councilman Tvrdik and approved by Council.

Respectfully submitted,

Jeanne Smith
BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION, JULY 18, 2024**

**Resolution #2024-178
07/18/24**

WHEREAS, the Mayor & Council of the Borough of Oceanport are subject to the requirements of the Open Public Meeting Act N.J.S.A. 10:4-6 et seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which time the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12b, which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Mayor & Council of the Borough of Oceanport to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12b.

NOW, THEREFORE, BE IT RESOLVED by the Mayor & Council of the Borough of Oceanport, pursuant to the Open Public Meetings Act of the State of New Jersey, as follows:

- 1.) The Mayor & Council shall hold a closed meeting from which the public shall be excluded on **July 18, 2024**.
- 2.) The general nature of the subjects to be discussed at said closed meeting shall be related to

☐ N.J.S.A. 10:4-12(b)(1)	<i>Matters Required by Law to be Confidential</i>
☐ N.J.S.A. 10:4-12(b)(2)	<i>Matters Where the Release of Information Would Impair the Right to Receive Funds</i>
☐ N.J.S.A. 10:4-12(b)(3)	<i>Matters Involving Individual Privacy</i>
☐ N.J.S.A. 10:4-12(b)(4)	<i>Matters Relating to Collective Bargaining Agreements</i>
☐ N.J.S.A. 10:4-12(b)(5)	<i>Matters Relating to the Purchase, Lease or Acquisition of Real Property</i>
☐ N.J.S.A. 10:4-12(b)(6)	<i>Matters Relating to Public Safety and Property</i>
☐ N.J.S.A. 10:4-12(b)(7)	<i>Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege</i>
☒ N.J.S.A. 10:4-12(b)(8)	<i>Matters Relating to the Employment Relationship</i>
	<i>- Municipal Court Staffing</i>
☐ N.J.S.A. 10:4-12(b)(9)	<i>Matters Relating to the Potential Imposition of a Penalty</i>

3.) The minutes of said closed meeting shall be made available for disclosure to the public consistent with N.J.S.A. 10:4-13, when the items which are subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

BE IT FURTHER RESOLVED that formal action may be taken after the Executive Session.