



BOROUGH OF OCEANPORT MAYOR & COUNCIL WORKSHOP • AGENDA

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

MARCH 12, 2026 at 7:00 PM

1. **Meeting Called to Order**
2. **Statement of Compliance with Open Public Meetings Act:** This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 15, 2026 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site.
3. **Flag Salute, Statement to the Public:** Often times it may appear that the Mayor & Council take action with very little comment and in many cases by unanimous vote. Many items are of routine business that are placed on a Consent Agenda as they do not require additional discussion. Items not of a routine nature are first listed for discussion at a Workshop meeting prior to being listed for action at a Regular Meeting. Where appropriate, items are referred to a Council Committee for further study and investigation before being returned with a recommendation for the full Council to consider. The members of the Borough Council work via committees along with the Mayor, Borough Clerk and Administration to assure that the members fully understand the matter. There are occasions where matters are presented to the Mayor & Council for discussion and action at the same meeting when of a timely nature.
4. **Roll Call**
5. **Discussion**
Monmouth Park Redevelopment Phase II - Presentation
6. **Proclamation**
The Chargers Basketball Team
7. **PUBLIC COMMENT - Action Items Only:** At this time, comments are invited on action items only. Upon being recognized by the Mayor, anyone wishing to address the Governing Body, please state your name and address. No member of the public may address or question individual Governing Body members or administration. Although public participation is welcomed and encouraged, the governing body may, through the Mayor or presiding officer, terminate remarks to and/or by any individual not keeping with the conduct of a proper and efficient meeting. The Borough bears no responsibility for comments made by members of the public. In order to permit the fair and orderly expression of public comment, questions from the public will be responded to, if feasible, after the public comment portion of the meeting is closed.
8. **Administrator's Report**
9. **Action Items - Consent Agenda**
Resolution #2026-90- Payment of Bills
Resolution 2026-91 - Authorizing the Approval and Issuing of New Liquor License -Parkers Creek LLC 2024-2025
Resolution #2026-92 - Authorizing the Approval and Issuing of New Liquor License -Parkers Creek LLC 2025-2026

Resolution #2026-93 - Authorizing a Service Agreement with West Long Branch for Court Admin Duties

Resolution #2026-94 - Authorizing Special Events Permit to Birdsmouth Brewery Bikes and Beers

Resolution #2026-95 - Authorizing an Exception to Noise Ordinance-Phase A Drainage Project

Resolution #2026-96 - Authorizing Mayor to Execute a Consent to the Assignment of an Agreement to Lightpath Fiber Infrastructure

Resolution #2026-97 - Authorizing a Refund of Overpayment 65 Main St - John Desider-Vet-Exempt

Resolution #2026-98 - Approving Jonathan Tucholski for Oceanport First Aid Membership

Resolution #2026-99 - Authorizing the 2025-2026 Fourth Round Spending Plan

Resolution #100 - Authorizing Redemption of Tax Sale Certificate #25-00002 for Block 13 Lot 21 59 Monmouth Blvd.

Resolution #2026-101- Accepting the Resignation of Steven Briskey

Resolution #2026-102 - Authorizing a Refund to FMERA for Stufy of Dredge Husky Brook Pond Pursuant to the MOU

10. First Reading Ordinances

Ordinance #1121 - Amending Chapter 115- Adjusting the Time Alcohol May be Served on Licensed Premises on Sunday

Ordinance #1122 -Amending Chapter 279 - Parks and Recreation Areas - Fee Schedule - Establishing Fees at Mike MacStudy Field

11. Mayor Tvrdik's Report

12. Public Comments

13. Adjourn to Executive Session

Resolution #2026-103- Authorizing an Exec. Session - Relating to Litigation

14. Return From Executive Session

15. Adjournment

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF
BILL LIST FOR MARCH 12, 2026**

**Resolution #2026-90
3/12/2026**

WHEREAS, the Governing Body has considered the payment of said bills as set forth at its public meeting of March 12, 2026.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for **\$ 3,108,383.84**

CERTIFICATION OF FUNDS

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

CATHERINE D. LaPORTA, CFO

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-90 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026

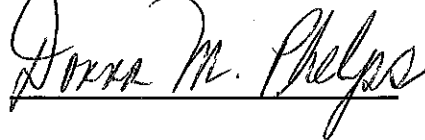
STEPHANIE KRAMER
ACTING BOROUGH CLERK

**BOROUGH OF OCEANPORT
BILL LIST**

12-Mar-26

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$196,721.91 PR #5
MANUAL CHECKS	
GRANT FUND	\$0.00
CAPITAL TRUST TOTAL	\$600.00
DOG REGISTRY TOTAL	\$61.20
OPEN SPACE TRUST TOTAL	\$60,715.15
SUI	\$3,558.58
UCC TRUST	\$10,925.69
TRUST OTHER TOTAL	\$1,041.89
ESCROW TRUST TOTAL	\$43,532.50
NON BUDGETARY	\$1,252,019.57
2025 VOUCHERS PAID THIS MEETING	\$19,832.61
2026 VOUCHERS PAID THIS MEETING	\$1,519,374.74
TOTAL	\$3,108,383.84

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


Dorra M. Phelps

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
Current Fund			
2123 - A. B. KURRE CONSTRUCTION, INC	PO 22477 NICODEMUS AVE PARTIAL PAY NO.2	79,885.68	79,885.68
1012 - ALL HANDS FIRE EQUIPMENT, LLC	PO 22289 ACCOUNTABILITY TAGS	22.00	22.00
1658 - AMAZON CAPITAL SERVICES, INC	PO 22063 ADMIN SUPPLIES	224.83	
	PO 22146 Flash drives records	145.66	
	PO 22212 ID maker software	499.98	
	PO 22266 SUPPLIES - BREAK ROOM	166.99	
	PO 22320 Easter Egg Scramble Candy	609.68	
	PO 22326 ADMINISTRATOR SUPPLIES- CABINET	237.49	
	PO 22364 ADMIN - SUPPLIES	98.30	1,982.93
1658 - AMAZON CAPITAL SERVICES, INC	PO 22413 ESTIMATE FOR SUPPLIES	974.57	974.57
2211 - ANTIQUE MOTORING CLUB OF MONMOUTH COUNTY	PO 20060 Memorial Day Parade Cars	200.00	200.00
1972 - AUTOMATED BUILDING CONTROLS	PO 22338 QUARTLY MAINTENANCE CONTRACT HVAC BOROU	2,088.75	2,088.75
1047 - CENTRAL JERSEY HEALTH INSURANC	PO 22461 HEALTH / DENTAL INSURANCE - APRIL 2026	97,197.08	97,197.08
1050 - CERTIFIED SPEEDOMETER, INC	PO 22252 Calibration for Vehicles	352.00	352.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 22469 Port au Peck Ave Speed Study	695.00	
	PO 22470 PB ENGINEERING- NICODEMUS AVE	24,507.50	
	PO 22471 FMERA MOU FIRE HYDRANT ABANDONMENT	8,192.53	
	PO 22472 DESIGN SERVICES - ELECTRICAL GRID	190.00	
	PO 22473 2025 ROAD PROGRAM -2/5/2026	983.00	
	PO 22475 2024 ROAD PROGRAM -2/5/26	1,153.75	
	PO 22476 GENERAL ENGINEERING -JANUARY 2026	6,700.00	
	PO 22527 FORT MONMOUTH DRIANAGE IMPROVEMENTS	423.75	42,845.53
2376 - FIRE SECURITY TECHNOLOGIES INC	PO 22142 ALARM MONITORING SETUP	1,045.00	
	PO 22143 ALARM MONITORING SETUP	365.00	
	PO 22144 SECURITY ALARM MONITORING	375.00	
	PO 22277 2 BATTERIES FOR FIRE ALARM SYSTEM OLD WH	524.00	2,309.00
1110 - FMERA	PO 22521 MOU for Stormwater Study - REFUND	65,583.08	
	PO 22522 Husky Brook Pond Feasibility Study- REFU	63,715.32	129,298.40
1116 - GANNETT NEW YORK/NEW JERSEY LOCALI	PO 22499 ADS	329.88	329.88
1941 - GOTO TECHNOLOGIES USA, INC	PO 22493 MONTHLY SERVICES - 2/21/26-3/20/26	199.00	199.00
1891 - JAMM PRINTING	PO 22159 WINTER NEWSLETTER PRINTING	4,046.00	4,046.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 22486 200-000-956-009 -12/31/25-2/2/26	1,457.24	
	PO 22487 200-000-957-015 -12/30/25-1/29/26	1,658.91	
	PO 22504 200-00-857-007 - 12/19/25-1/19/26	5,888.36	9,004.51
2305 - LANGUAGE LINE SERVICE	PO 22520 MONMOUTH BEACH COURT	17.00	17.00
1814 - LEAF	PO 22500 COPIERS	245.30	245.30
1220 - MONMOUTH COUNTY PUBLIC WORKS	PO 22457 SALT FOR PUBLIC WORKS DEC 14 & 15 2025	4,334.20	4,334.20
1538 - MONMOUTH COUNTY TREASURER	PO 22288 BULK PICK UP - JANUARY 2026	823.61	823.61
1404 - MOTOROLA SOLUTIONS	PO 20850 Annual License and Support 25-26	2,700.00	2,700.00
1245 - NJ AMERICAN WATER CO	PO 22468 HYDRANT SERVICE 1/28/26-2/25/26	10,058.23	10,058.23
1485 - NJ GRAVEL AND SAND CO.	PO 22121 ROCK SALT FOR SNOW STORM JANUARY 2026	695.52	695.52
1251 - NJ NATURAL GAS CO	PO 22479 315 E. MAIN - 1/14/26-2/13/26	673.89	
	PO 22480 920 OCEANPORT WAY - 1/15/26-2/17/26	2,298.58	
	PO 22481 433 MYRTLE -1/14/26-2/13/26	2,135.68	
	PO 22482 FAS UTILITIES -1/14/26-2/13/26	2,073.03	
	PO 22483 LIBRARY - 1/13/26-2/13/26	572.81	7,753.99
1253 - NJ STATE ASSOC CHIEFS - POLICE	PO 22310 NJSACOP 2026 Dues	275.00	275.00
1261 - OCEANPORT BOARD OF EDUCATION	PO 22464 MARCH 2026 TAX REMITTANCE	987,033.41	987,033.41
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 22518 GENERAL LEGAL -JANUARY 2025	3,528.00	3,528.00
1281 - PORT AU PECK CHEMICAL HOSE	PO 22361 ELECTION PAYMENT	400.00	400.00
1938 - PRIMEPOINT, LLC	PO 22492 PAYROLL SERVICES- 1/31/26-2/27/26	1,141.95	1,141.95
2039 - PRO CAP 6, LLC	PO 22496 CERTIFICATE 25-00004 RESOLUTION #	1,147.87	1,147.87
1286 - PRO JANITORIAL SERVICES, LLC	PO 22466 CLEANING SERVICES - MARCH	3,000.00	3,000.00
1791 - READY FRESH	PO 22507 WATER DELIVERY SERVICE - FEBRUARY	91.44	91.44
1879 - RESERVE ACCOUNT - POSTAGE METER	PO 22459 POSTAGE REFILL	1,000.00	1,000.00
2403 - ROWAN COLLEGE OF SOUTH JERSEY	PO 22307 Gloucester Co. Police Academy: Photograph	75.00	75.00
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 22494 CONTRACT USAGE- COURT	9.16	
	PO 22515 COPIER EXPENSE- PUBLIC WORKS	57.48	66.64
1321 - SHORE CUSTOMS	PO 22327 Unit 1 starter	460.00	460.00
1323 - SHORE REGIONAL HIGH SCHOOL	PO 22465 MARCH 2026 TAX & DEBT SERVICE	327,440.00	327,440.00

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
1326 - SIPS PAINT & HARDWARE	PO 22279 DETECTIVE OFFICE PAINT +SUPPLIES	163.52	163.52
1344 - TD BANK WEALTH MANAGEMENT	PO 22526 MCIA 2022 DEBT SERVICE	47,424.00	47,424.00
1348 - THE HOME DEPOT CREDIT SERVICES	PO 22516 LIGHT BULBS FOR LIBRARY	23.96	23.96
1580 - THE TWO RIVER TIMES	PO 22422 NOTICE ADS #26132 #26136	35.34	35.34
1357 - TREASURER: COUNTY OF MONMOUTH	PO 22325 2026 MOCERT Dues	2,500.00	2,500.00
2061 - UGI ENERGY SERVICES, LLC	PO 22488 DPW - 11/13/2025-12/16/2025	329.46	
	PO 22489 DPW -11/12/25-12/16/25	569.73	
	PO 22490 FAS UTILITIES - 11/12/25-12/16/25	485.59	
	PO 22491 HOOK & LADDER -11/12/25-12/16/25	472.77	1,857.55
2268 - VAN WICKLE AUTO SUPPLY, INC	PO 22381 SUPPLIES	37.21	
	PO 22398 SUPPLIES	226.20	
	PO 22406 REPAIRS	158.25	
	PO 22407 REPAIRS	395.12	816.78
1387 - VERIZON	PO 22462 POLICE FIOS - 2/24/26-3/23/26	279.08	
	PO 22484 LIBRARY PHONE -2/7/26-3/6/26	304.63	
	PO 22485 910 OCEANPORT WAY INTERNET - 2/13/26-3/1	168.19	751.90
1388 - VERIZON WIRELESS	PO 22503 POLICE WIRELESS - 1/24/26-2/23/26	323.56	323.56
1391 - VIRTUAL FX, LLC	PO 21542 LETTERING ON OEM TRUCKS	384.00	384.00
1392 - W.B. MASON CO, INC	PO 21972 SUPPLIES - BLDG, ADMIN, FINANCE	175.31	175.31
1397 - WITMER PUBLIC SAFETY GROUP INC	PO 21897 EQUIPMENT	4,230.00	4,230.00
Capital Fund			
1807 - COLLIERS ENGINEERING & DESIGN	PO 22474 JCPL BLANKET DRAWDOWN	600.00	600.00
DOG TRUST FUND			
1367 - TREASURER:STATE OF NJ HEALTH	PO 22511 DOG REPORT	61.20	61.20
OPEN SPACE TRUST			
1153 - JERSEY CENTRAL POWER & LIGHT	PO 22420 280 PORT AU PECK - 2/19/26	515.15	515.15
1344 - TD BANK WEALTH MANAGEMENT	PO 22526 MCIA 2022 DEBT SERVICE	60,200.00	60,200.00
SUI Trust			
1330 - STATE OF NEW JERSEY	PO 22302 REIMBURSEMENT CHARGE	3,558.58	3,558.58
UCC Trust			
2156 - FOVEONICS DOCUMENT SOLUTIONS	PO 22337 SCANNING AND RECORDS MANAGEMENT	7,804.37	
	PO 22339 SERVICES MAR 2026-FEB 2027	2,856.00	10,660.37
1814 - LEAF	PO 22500 COPIERS	245.30	245.30
1392 - W.B. MASON CO, INC	PO 21972 SUPPLIES - BLDG, ADMIN, FINANCE	20.02	20.02
OTHER TRUST			
1658 - AMAZON CAPITAL SERVICES, INC	PO 22257 supplies for action camp	441.89	441.89
2032 - KEVIN MORIARTY	PO 22399 PUBLIC DEFENDER	600.00	600.00
DEVELOPERS ESCROW TRUST			
1807 - COLLIERS ENGINEERING & DESIGN	PO 17876 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 17877 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 19435 PB Engineering- 293 PORT AU PECK AVE	380.00	
	PO 19437 PB Engineering - 35 Wyandotte Ave	237.50	
	PO 20906 PB Engineering- MPCC II	285.00	
	PO 21459 PB Engineering- MPCC II	332.50	
	PO 21693 PB Engineering -NETFLIX 2A	7,970.00	
	PO 21697 PB Engineering- NETFLIX	1,710.00	11,165.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 21835 PB Engineering- MPCC II	2,372.50	
	PO 21914 PB Engineering- MPCC II	1,007.50	3,380.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 21917 PB Engineering- NETFLIX	380.00	
	PO 21920 PB Engineering -NETFLIX 2A	4,085.00	
	PO 22230 PB Engineering- NETFLIX	1,472.50	
	PO 22233 PB Engineering- NETFLIX	4,245.00	
	PO 22234 PB Engineering- MPCC II	380.00	
	PO 22426 PB Engineering - JULIO	450.00	
	PO 22427 PB Engineering - DOWD	550.00	
	PO 22428 PB Engineering - TANCORRA	100.00	11,662.50

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
1807 - COLLIERS ENGINEERING & DESIGN	PO 22429 PB Engineering - CHAVLOVICH	500.00	
	PO 22430 PB Engineering - GLAICAR	150.00	650.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 22431 PB Engineering - HAAS	150.00	
	PO 22433 PB Engineering - MENOLD	150.00	
	PO 22434 PB Engineering- MPCC II	3,150.00	
	PO 22436 PB Engineering- NURSES QUARTERS	1,650.00	
	PO 22438 PB Engineering- MPCC II	250.00	
	PO 22439 PB ENGINEERING- AMERICAN WATER	250.00	
	PO 22441 PB Engineering- TRIUMPHANT LIFE	250.00	
	PO 22444 PB Engineering - SOMERSET PULTE	250.00	6,100.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 22445 PB Engineering - THE LOFT PARTNERSHIP	300.00	
	PO 22446 PB Engineering - 222 MONMOUTH BLVD	100.00	400.00
1807 - COLLIERS ENGINEERING & DESIGN	PO 22478 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 22525 PB Engineering - NJNG	4,350.00	4,475.00
1499 - KEVIN E KENNEDY, ESQ	PO 19078 PB LEGAL	690.00	
	PO 21615 PB LEGAL- NETFLIX	1,050.00	
	PO 21816 PB LEGAL- NETFLIX	390.00	
	PO 22033 PB LEGAL- NETFLIX	3,150.00	
	PO 22280 PB LEGAL- NETFLIX	75.00	
	PO 22281 PB LEGAL- MPCC II LLC	345.00	5,700.00
TOTAL			1,902,143.42

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	1,539,210.55
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	6,110.35			
01-201-20-120-200	MUNICIPAL CLERK OE	564.22			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	1,141.95			
01-201-20-155-200	LEGAL SERVICES OE	3,528.00			
01-201-20-165-200	BOROUGH ENGINEER OE	6,700.00			
01-201-23-210-202	HEALTH	92,038.48			
01-201-23-210-203	DENTAL	5,158.60			
01-201-25-240-200	POLICE OE	4,631.20			
01-201-25-255-200	FIRE HYDRANT SERVICE OE	10,058.23			
01-201-25-260-200	FIRST AID ORGANIZATION OE	2,073.03			
01-201-25-265-200	FIRE DEPARTMENT OE	22.00			
01-201-26-300-271	REPAIRS	816.78			
01-201-26-300-282	SALT & SAND	695.52			
01-201-26-300-289	STREETS & ROADS OFFICE SUPPLIES	57.48			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	4,162.05			
01-201-26-310-252	REPAIRS & EQUIPMENT	524.00			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	609.68			
01-201-31-430-201	ELECTRICITY	2,412.06			
01-201-31-430-203	TELEPHONE/INTERNET	751.90			
01-201-31-430-205	NATURAL GAS	5,680.96			
01-201-31-430-207	STREET LIGHTING	6,592.45			
01-201-31-465-200	SANITATION DUMPING FEES	823.61			
01-201-42-150-201	Monmouth Beach Court	17.00			
01-201-43-490-200	MUNICIPAL COURT OE	9.16			
01-201-45-920-200	DEBT SERVICE OE	47,424.00			
01-203-20-100-200	(2025) ADMINISTRATIVE & EXECUTIVE OE		87.74		
01-203-20-120-200	(2025) MUNICIPAL CLERK OE		400.00		
01-203-20-130-200	(2025) FINANCIAL ADMINISTRATION OE		87.57		
01-203-20-165-200	(2025) BOROUGH ENGINEER OE		695.00		
01-203-25-240-200	(2025) POLICE OE		2,700.00		
01-203-25-252-200	(2025) EMERGENCY MANAGEMENT OE		384.00		
01-203-25-260-200	(2025) FIRST AID ORGANIZATION OE		485.59		
01-203-25-265-200	(2025) FIRE DEPARTMENT OE		4,230.00		
01-203-26-300-282	(2025) SALT & SAND		4,334.20		

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-203-26-310-252	(2025) REPAIRS & EQUIPMENT		3,873.75		
01-203-28-371-200	(2025) PARKS AND PLAYGROUNDS OE		200.00		
01-203-31-430-205	(2025) NATURAL GAS		1,371.96		
01-203-44-900-910	(2025) BOROUGH ROADS		983.00		
01-204-55-000	Accounts Payable			1,153.75	
01-206-55-000-046	REGIONAL SCHOOL TAX			327,440.00	
01-207-55-000-045	LOCAL SCHOOL TAX			987,033.41	
01-214-55-000-003	DUE 3RD PARTY LIEN HOLDERS			1,147.87	
TOTALS FOR	Current Fund	202,602.71	19,832.81	1,316,775.03	1,539,210.55
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	242,497.86
02-213-40-700-071	FMERA - STORMWATER INFRASTRUCTURE STUDY			65,583.08	
02-213-40-700-072	HUSKEY BROOK POND DREDGING			63,715.32	
02-213-40-700-074	FMERA FIRE HYDRANT ABANDONMENT			8,192.53	
02-213-40-700-075	FMERA ELECTRICAL GRID			190.00	
02-213-40-700-076	FMERA - NICODENUS AVE			104,393.18	
02-213-40-700-077	FMERA STORMWATER DRAINAGE IMPROVEMENTS			423.75	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	242,497.86	242,497.86
04-101-01-100-011	CAPITAL CASH - TD			0.00	600.00
04-215-55-973-000	2017 #973 VARIOUS CAPITAL IMPROVEMENTS			600.00	
TOTALS FOR	Capital Fund	0.00	0.00	600.00	600.00
05-101-00-100-011	CASH - TD			0.00	61.20
05-161-00-500-040	DUE TO STATE OF NJ			61.20	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	61.20	61.20
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	60,715.15
06-270-00-500-020	RESERVE FOR OPEN SPACE			60,715.15	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	60,715.15	60,715.15
14-101-01-100-101	Cash SUI Trust			0.00	3,558.58
14-270-55-600-155	Reserve for SUI			3,558.58	
TOTALS FOR	SUI Trust	0.00	0.00	3,558.58	3,558.58
18-101-01-100-101	CASH UCC TRUST			0.00	10,925.69
18-270-55-600	RESERVE FOR UCC TRUST			10,925.69	
TOTALS FOR	UCC Trust	0.00	0.00	10,925.69	10,925.69
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	1,041.89
60-270-55-600-105	RES.FOR RECREATION			441.89	
60-270-55-600-175	RESERVE FOR PUBLIC DEFENDER			600.00	
TOTALS FOR	OTHER TRUST	0.00	0.00	1,041.89	1,041.89
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	43,532.50
61-270-55-600-205	RES.FOR DEV.ESCROW			43,532.50	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	43,532.50	43,532.50

Total to be paid from Fund 01 Current Fund 1,539,210.55
 Total to be paid from Fund 02 FEDERAL AND STATE GRANTS 242,497.86
 Total to be paid from Fund 04 Capital Fund 600.00

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
Total to be paid from Fund 05 DOG TRUST FUND		61.20			
Total to be paid from Fund 06 OPEN SPACE TRUST		60,715.15			
Total to be paid from Fund 14 SUI Trust		3,558.58			
Total to be paid from Fund 18 UCC Trust		10,925.69			
Total to be paid from Fund 60 OTHER TRUST		1,041.89			
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST		43,532.50			

		1,902,143.42			

Pending Payments (*Not Finalized*)

All Funds

Month of March

From 03/01/2026 to 03/31/2026 With a Line Amount > 10000.00

Date	ENTRY	ACCOUNT	PO	Check #	VENDOR/DESCRIPTION	DEBIT	CREDIT	CR ACCOUNT
03/04/2026	74736	02-213-40-700-076	22477		PARTIAL PAY NO.2	79,885.68		
						79,885.68	-	
03/04/2026	22477		22477		A. B. KURRE CONSTRUCTION, INC		79,885.68	02-160-05-000-001
						-	79,885.68	
03/04/2026	74780	01-201-23-210-202	22461		HEALTH	92,038.48		
						92,038.48	-	
03/04/2026	74781	01-201-23-210-203	22461		DENTAL	5,158.60		
						5,158.60	-	
03/04/2026	22461		22461		CENTRAL JERSEY HEALTH INSURANC		97,197.08	01-101-01-000-011
						-	97,197.08	
03/04/2026	74743	02-213-40-700-076	22470		ENGINEERING & DESIGN SERVICES - NICODEMUS	24,507.50		
						24,507.50	-	
03/04/2026	22470		22470		COLLIERS ENGINEERING & DESIGN		24,507.50	02-160-05-000-001
						-	24,507.50	
03/04/2026	74748	01-201-25-255-201	22468		149 HYDTS FIREH	10,058.23		
						10,058.23	-	
03/04/2026	22468		22468		NJ AMERICAN WATER CO		10,058.23	01-101-01-000-011
						-	10,058.23	
03/04/2026	74772	01-207-55-000-045	22464		MARCH 2026 TAX REMITTANCE	987,033.41		
						987,033.41	-	
03/04/2026	22464		22464		OCEANPORT BOARD OF EDUCATION		987,033.41	01-101-01-000-011
						-	987,033.41	
03/04/2026	74771	01-206-55-000-046	22465		MARCH 2026 TAX REMITTANCE	327,440.00		
						327,440.00	-	
03/04/2026	22465		22465		SHORE REGIONAL HIGH SCHOOL		327,440.00	01-101-01-000-011
						-	327,440.00	
03/05/2026	74917	02-213-40-700-072	22522		Husky Brook Pond Feasibility Study- REFUND	63,715.32		
						63,715.32	-	
03/05/2026	22522		22522		FMERA		63,715.32	02-160-05-000-001
						-	63,715.32	
03/05/2026	74935	02-213-40-700-071	22521		MOU for Stormwater Study - REFUND	65,583.08		
						65,583.08	-	
03/05/2026	22521		22521		FMERA		65,583.08	02-160-05-000-001
						-	65,583.08	
03/05/2026	74951	01-201-45-930-213	22526		GENERAL CAPITAL INTEREST	47,425.00		
						47,425.00	-	
03/05/2026	74953	01-201-45-930-213	22526		FUNDS ON ACCOUNT	(1.00)		
						(1.00)	-	
03/05/2026	22526		22526		TD BANK WEALTH MANAGEMENT		47,424.00	01-101-01-000-011

Pending Payments (*Not Finalized*)

All Funds

Month of March

From 03/01/2026 to 03/31/2026 With a Line Amount > 10000.00

Date	ENTRY	ACCOUNT	PO	Check #	VENDOR/DESCRIPTION	DEBIT	CREDIT	CR ACCOUNT
						-	47,424.00	
03/05/2026	74952	06-270-00-500-024	22526		OPEN SPACE INTEREST	60,200.00		
						60,200.00	-	
03/05/2026	22526		22526		TD BANK WEALTH MANAGEMENT		60,200.00	06-101-01-100-011
						-	60,200.00	
						1,763,044.30	1,763,044.30	

March Totals

Totals by Account for March

ACCOUNT	ACCOUNT TITLE	LY BUDGET	CY BUDGET	NON BUDGET	PENDING CR
01-101-01-000-011	CASH OPERATING				1,469,152.72
02-160-05-000-001	DUE TO/FROM CURRENT FUND				233,691.58
06-101-01-100-011	OPEN SPACE CASH - TD				60,200.00
01-201-23-210-202	HEALTH	92,038.48			
01-201-23-210-203	DENTAL	5,158.60			
01-201-25-255-201	FIRE HYDRANT SERVICE	10,058.23			
01-201-45-930-213	INTEREST ON BONDS	47,424.00			
01-206-55-000-046	REGIONAL SCHOOL TAX			327,440.00	
01-207-55-000-045	LOCAL SCHOOL TAX			987,033.41	
02-213-40-700-071	FMEPA - STORMWATER INFRASTRUCTURE STUDY			65,583.08	
02-213-40-700-072	HUSKEY BROOK POND DREDGING			63,715.32	
02-213-40-700-076	FMEPA - NICODEMUS AVE			104,393.18	
06-270-00-500-024	RESERVE FOR MARIA GATTA FIELDS			60,200.00	
Totals		-	154,679.31	1,608,364.99	1,763,044.30

Range Total

Totals by Account for Range

ACCOUNT	ACCOUNT TITLE	LY BUDGET	CY BUDGET	NON BUDGET	PENDING CR
01-101-01-000-011	CASH OPERATING				1,469,152.72
02-160-05-000-001	DUE TO/FROM CURRENT FUND				233,691.58
06-101-01-100-011	OPEN SPACE CASH - TD				60,200.00
01-201-23-210-202	HEALTH	92,038.48			
01-201-23-210-203	DENTAL	5,158.60			
01-201-25-255-201	FIRE HYDRANT SERVICE	10,058.23			
01-201-45-930-213	INTEREST ON BONDS	47,424.00			
01-206-55-000-046	REGIONAL SCHOOL TAX			327,440.00	
01-207-55-000-045	LOCAL SCHOOL TAX			987,033.41	
02-213-40-700-071	FMEPA - STORMWATER INFRASTRUCTURE STUDY			65,583.08	
02-213-40-700-072	HUSKEY BROOK POND DREDGING			63,715.32	
02-213-40-700-076	FMEPA - NICODEMUS AVE			104,393.18	
06-270-00-500-024	RESERVE FOR MARIA GATTA FIELDS			60,200.00	
Totals		-	154,679.31	1,608,364.99	1,763,044.30

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE APPROVAL AND ISSUING OF "NEW" LIQUOR LICENSE
FOR 2024-2025 FOR PARKERS CREEK LLC

Resolution #2026-91
03-12-2026

WHEREAS, by Parkers Creek LLC has made application for a "new" liquor license for the year 2024-2025; and

WHEREAS, Parkers Creek LLC has filed a complete 12-page application with the State of New Jersey Division of Alcoholic Beverage Control as directed by the Division; and

WHEREAS, the NJ Division of Alcoholic Beverage Control promulgated an Order granting 12.18 relief for the 2024-2025 license year;

WHEREAS, the Municipal and State fees have been paid, and a Tax Clearance Certificate has been received for Parkers Creek LLC.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that Parkers Creek LLC by granted a "new license" for the year commencing July 1, 2024 and expiring June 30, 2025.

Motion: Second:

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

I certify this to be a true copy of Resolution #2026-91 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE APPROVAL AND ISSUING OF "NEW" LIQUOR LICENSE
FOR 2025-2026 FOR PARKERS CREEK LLC

Resolution #2026-92
03-12-2026

WHEREAS, by Parkers Creek LLC has made application for a "new" liquor license for the year 2025-2026; and

WHEREAS, Parkers Creek LLC has filed a complete 12-page application with the State of New Jersey Division of Alcoholic Beverage Control as directed by the Division; and

WHEREAS, the NJ Division of Alcoholic Beverage Control promulgated an Order granting 12.18 relief for the 2025-2026 license year;

WHEREAS, the Municipal and State fees have been paid, and a Tax Clearance Certificate has been received for Parkers Creek LLC.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport that Parkers Creek LLC by granted a "new license" for the year commencing July 1, 2025 and expiring June 30, 2026.

Motion: Second:

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

I certify this to be a true copy of Resolution #2026-92 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF OCEANPORT AND
THE BOROUGH OF WEST LONG BRANCH FOR COURT ADMINISTRATIVE SERVICES**

**Resolution #2026-93
03/12/2026**

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, N.J.S.A. 2B: 12-1 allows two or more municipalities to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint the same persons as certified court administrator without establishing a joint municipal court; 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 Borough of West Long Branch is a municipal corporation having offices at 965 Broadway, in the Borough of West Long Branch, Monmouth County, New Jersey; and

WHEREAS, the Borough of Oceanport and Borough of West Long Branch are desirous of entering into a Shared Services Agreement effective May 1, 2026 for the sharing of facilities, equipment, office staff and record storage; and

WHEREAS, it is in the best interest of the Borough of Oceanport and the Borough of West Long Branch 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 four-year Shared Services Agreement ("agreement") for the sharing of facilities, equipment, office staff and record storage between the Borough of Oceanport and the Borough of West Long Branch that incorporates the following additional terms and conditions:

1. The term of this Agreement shall commence on the date of the approval of the State of New Jersey Administrative Office of the Courts, approval of the Assignment Judge and the adoption of Resolutions by the Parties, whichever comes later, and shall continue for a term of four (4) years until April 30, 2030.

2. In consideration for the full use of Oceanport's municipal court space, personnel and resources, as agreed to herein, West Long Branch agrees to pay to Oceanport \$143,000.00 annually, with payments made monthly in the amount of \$11,916.67 due no later than the 15th of each applicable month. This amount includes annual call-out compensation in the amount of \$8,000.00. The annual fee of \$143,000 is fixed for three (3) years. Beginning May 1, 2029 (the start of the 4th year of the shared service agreement), there will be a 3% increase on \$143,000 (excluding the call-out compensation of \$8000), resulting in a revised annual payment of \$147,050.00, with payments made monthly in the amount of \$12,254.17.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Borough Administrator, Chief Financial Officer, the Oceanport Municipal Court and the Borough of West Long Branch.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-93 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**MUNICIPAL COURT SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF OCEANPORT AND THE
BOROUGH OF WEST LONG BRANCH**

THIS SHARED SERVICE AGREEMENT made this 18th day of Feb., 2026, by and between the **BOROUGH OF OCEANPORT** ("Oceanport"), a municipal corporation of the State of New Jersey with its principal offices located at 910 Oceanport Way, Oceanport, New Jersey 07757 and the **BOROUGH OF WEST LONG** ("West Long Branch"), a municipal corporation of the State of New Jersey with its principal offices located at 965 Broadway, West Long Branch, New Jersey 07764 will be collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the "Uniform Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et seq., (the "Act"), 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 this 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, Chapter 12, Municipal Courts, at N.J.S.A. 2B:12-1(c) provides that "two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process"; and

WHEREAS, the Borough of Oceanport (hereinafter, "Oceanport") and the Borough of West Long Branch (hereinafter, "West Long Branch") desire to share facilities, equipment, office staff, and record storage in accordance with N.J.S.A. 2B:12-1 in order to conserve resources and to provide for a more efficient and more economically sound municipal court system; while each municipality maintains its right to appoint its own judge, prosecutor and public defender; and

WHEREAS, Oceanport has agreed to allow West Long Branch to utilize Oceanport's Court Room and to allow West Long Branch to utilize the Oceanport Municipal Court offices effective upon the adoption of a Resolution by each municipality, execution of the Agreement and notice to and the approval of the Administrative Office of the Courts (hereinafter, "the AOC") and the Assignment Judge of Monmouth County Superior Court (hereinafter, "the Assignment Judge"), whichever occurs later; and

WHEREAS, the Borough Councils of both Oceanport and West Long Branch find that it would be in the best interest of the Parties for West Long Branch to utilize the Oceanport Municipal Court Room, Court offices, and to share employees, facilities, and equipment, under the terms and conditions referenced herein; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-1, et seq. ("the Agreement").

NOW THEREFORE, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Oceanport and West Long Branch intending to be legally bound, hereby agree as follows:

1. Provision of Service and Space within the Oceanport Municipal Building.

- A. Commencing May 1, 2026, Oceanport shall provide West Long Branch with suitable and sufficient space and the services set forth herein in the Oceanport Municipal Building located at 910 Oceanport Way, Oceanport, NJ ("the Municipal Building") in which to conduct municipal court. The Parties agree that all court sessions for the Borough of West Long Branch shall be held at the Oceanport Municipal Building. Suitable and sufficient space shall mean and shall include Municipal Court Chambers for West Long Branch's judge, the Municipal Courtroom, offices for and/or conference rooms for West Long Branch's Municipal Prosecutor and Public Defender, the violations bureau, archive storage space and restrooms for all court personnel.

West Long Branch, at its sole cost and expense, shall erect appropriate signage inside and outside of the Municipal Building designating its municipal courtroom as a shared facility with the Borough of Oceanport Municipal Court.

If at any time municipal court services are not as good as the level, quality and scope of services that existed at the commencement of the Agreement, West Long Branch shall notify Oceanport thereof and Oceanport, with reasonable promptness, shall correct such deficiencies in services to West Long Branch's satisfaction.

2. Municipal Court Staff within the Oceanport Municipal Building.

- A. Prosecutor, Judge and Municipal Public Defender. Each party will have appointed each of these positions and each shall be solely responsible for the compensation and associated benefits, if any, provided to these professionals under separately negotiated contracts. If at any time the Parties agree to utilize the same individual for any of these positions, or in contemplation of establishing a joint municipal court, the Parties shall use their best efforts to negotiate an amendment to the Agreement and provide for the adoption of same by Resolution subject to the approval of the AOC and the Assignment Judge.
- B. Joint Municipal Court Administrator. The Municipal Court Administrator for Oceanport will serve as the Joint Municipal Court Administrator for Oceanport, Monmouth Beach, and West Long Branch. Oceanport shall pay the salary of the Municipal Court Administrator and associated benefits, if any, who shall remain an employee of Oceanport and shall retain all tenure rights accrued from Oceanport. Any subsequent appointment of a municipal court administrator shall be in conformance with N.J.S.A. 2B:12--10.

- C. Joint Deputy Court Administrator. The Deputy Court Administrator for Oceanport shall serve as full-time Deputy Court Administrator for Oceanport, Monmouth Beach, and West Long Branch and shall become an employee of Oceanport, subject to the approval of the Municipal Court Administrator, which approval shall not be unreasonably withheld. Oceanport shall be solely responsible for the salary, wages and any associated benefits of the Deputy Court Administrator.
- D. Joint Violations Clerk. The Violations Clerk for Oceanport shall serve as full-time Violations Clerk for Oceanport, Monmouth Beach and West Long Branch and shall become an employee of Oceanport, subject to the approval of the Municipal Court Administrator, which approval shall not be unreasonably withheld. Oceanport shall be solely responsible for the salary, wages and any associated benefits of the Violations Clerk.
- E. Additional Court Personnel. Oceanport shall not hire any additional municipal court personnel, part time or full time, after commencement of this Agreement or fire any court personnel, without prior written notice to and the approval of West Long Branch. Any additional part-time employees hired with the consent of the parties shall be employees of the Borough of Oceanport.
- F. Courtroom Security. West Long Branch will provide security for West Long Branch's Municipal Court sessions subject to the approval of the Superior Court and the Administrative Office of the Courts. Oceanport shall provide alternate exits for court employees in the event of an emergency.
- G. Interpreter. West Long Branch shall continue to use its own interpreter for Municipal Court and its telephone interpreter system for first appearances only.
- H. Court Calendars. The municipal court operations of the parties shall be managed by the Joint Municipal Court Administrator using separate court calendars. Scheduling officers for West Long Branch's cases shall be managed efficiently to reduce overtime and minimize demands on officers under subpoena to testify.

3. Transition.

- A. Bank Accounts. The Parties shall each receive and retain all net revenues generated by all cases on their respective court dockets as is currently provided by them. In accordance with N.J.S.A. 2B:12-1 et seq. Oceanport and West Long Branch will maintain separate bank accounts for revenue purposes. In addition, West Long Branch agrees that the financial records relating to all Municipal Court activities involving West Long Branch prior to the Effective Date, including the case book and bail accounts, shall be audited by the Administrative Office of the Courts and by an independent auditor, and that all fees associated with such audits shall be paid for by West Long Branch.

The Joint Court Administrator's duties shall include establishing the accurate amounts to be transferred to West Long Branch, collection of money received as: fines and forfeitures, financial reports covering such funds, records of receipts and disbursements, and preparing checks for monthly revenues to West Long Branch.

- B. Liabilities. Any liability associated with or concerning Oceanport or West Long

Branch determined to exist prior to or after the Effective Date shall be the sole responsibility of the Borough which incurred such liability.

4. Compensation.

A. In consideration for the full use of Oceanport's municipal court space, personnel and resources, as agreed to herein, West Long Branch agrees to pay to Oceanport \$143,000.00 annually, with payments made monthly in the amount of \$11,916.67 due no later than the 15th of each applicable month. This amount includes annual call-out compensation in the amount of \$8,000.00. The annual fee of \$143,000 is fixed for three (3) years. Beginning May 1, 2026 (the start of the 4th year of the shared service agreement), there will be a 3% increase on \$143,000 (excluding the call-out compensation of \$8000), resulting in a revised annual payment of \$147,050.00, with payments made monthly in the amount of \$12,254.17.

B. Compensation Adjustment.

Accounting records for the expenses associated with municipal court records will be maintained by Oceanport and shall be available for inspection by West Long Branch upon request. Review of actual operating expenses for municipal court services will be done annually by the Municipal Court Advisory Committee described in Paragraph 8 and will form the basis for any compensation adjustment recommended to the Parties in accordance with N.J.S.A. 40A:65-9(3).

5. Dispute of Payment. As provided in the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-8(g), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Section 4 shall be paid without prejudice to the disputing Parties. If through subsequent negotiation, mediation, litigation, or settlement, the amount due shall be determined, agreed to or adjudicated to be less than what was actually so paid, West Long Branch shall promptly be repaid the excess.

6. Municipal Court Advisory Committee. The Municipal Court Advisory Committee shall consist of three representatives of each Party, elected, or appointed, who shall periodically meet as may be necessary to ensure that all obligations under this Agreement are being satisfied or to explore new issues and considerations related to shared services and long-term municipal court planning. Each party shall notify the other party of the names of its committee representatives annually within thirty (30) days of their annual respective reorganization meeting.

7. Modification. Any modification to the Agreement may be explored first by the Municipal Court Advisory Committee if the Parties so choose or directly negotiated between the Parties, and amendments shall be made and adopted by resolution of both Parties with notice to the Administrative Office of the Courts and the Assignment Judge.

8. Indemnification. In addition to the other rights and remedies of the Parties herein, the Borough of Oceanport and the Borough of West Long Branch agree, to the extent permitted by law, to indemnify and hold each other harmless, their officials, employees and agents, from any and all liability and claims for damages or injuries on the part of Oceanport and/or West Long Branch, caused by or resulting from the negligent acts or omissions of each municipality arising out of this Agreement or any of the obligations assumed by Oceanport and West Long Branch hereunder, provided it is determined by a

court of proper jurisdiction that Oceanport and/or West Long Branch is solely responsible for such liability, In the event it is determined by the Court that Oceanport and/or West Long Branch are not solely responsible for said liability, the liability of each municipality is limited to that degree of liability determined by said Court to be the proportionate liability.

9. Insurance.

- A The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with Monmouth County or the Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.

Oceanport shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage and shall name West Long Branch as an additional insured.

- B. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Operations;
- Use of independent contractors and/or subcontractors;
- Products and completed operations;
- Broad form contractual; and
- Broad form property endorsement.

Each certificate or policy shall require a thirty (30) day cancellation notice.

Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the Parties prior to the implementation of this Agreement.

- C. Oceanport shall provide statutory workers compensation insurance coverage with limits of \$500,000 for the joint positions of Court Administrator, Deputy Court Administrator, Violations Clerk and any additional court personnel who are hired by the Parties' mutual consent.
- D. Oceanport shall provide sufficient insurance coverage to protect West Long Branch's municipal court records from loss or damage by fire and such other hazards as may be included in the standard all risk of physical loss policy.
- E. Oceanport shall provide commercial general liability insurance at limits of \$5,000,000 per occurrence and shall name Sea Bright as additional insured.
- F. Oceanport shall provide sufficient insurance coverage covering losses to West Long Branch resulting from negligent errors or omissions, or misappropriations of funds by any person employed by the court who handles monies received for West Long Branch in an amount and with terms agreed to by the parties as is further set forth in N.J.S.A. 2B:12-12.

10. Caption.

In accordance with N.J.S.A. 2B:12-1(c), the identities of the respective courts shall continue to be expressed in the captions of orders and process.

11. Term.

The term of this Agreement shall commence on the date of the approval of the State of New Jersey Administrative Office of the Courts, approval of the Assignment Judge and the adoption of Resolutions by the Parties, whichever comes later, and shall continue for a term of four (4) years until April 30, 2030, (the "Term") unless terminated sooner pursuant to the terms and conditions of Section 16 of this Agreement. Notwithstanding the foregoing, this Agreement may be extended for additional term by resolutions of the governing bodies of both parties,

12. Dispute Resolution. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties shall attempt non-binding mediation through a mediator of their choice and if mediation fails, the Parties hereto agree to be governed by the laws of the State of New Jersey.

13. Entire Agreement. This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all the Parties hereto.

14. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplement of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implementation and give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

15. AOC and Superior Court Approval. The Parties acknowledge that this Agreement is contingent upon and subject to the approval of the State of New Jersey Administrative Office of the Courts and the Assignment Judge.

16. Termination. This agreement may be terminated at any time by either Party, with or without cause, by at least 90 days prior written notice to the other Party. In addition to any other notice requirements herein, the parties shall provide an additional ninety (90) days written notice of termination to the Administrative Office of the Courts and the Assignment Judge prior to the scheduled termination as a condition precedent to the termination of this Agreement.

17. Filing. In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

18. Good Faith Covenant. The Parties agree that they will cooperate with each other in

all respects in furtherance of achieving the purposes and objectives of this Agreement.

19. Effective Date. This Agreement shall take effect upon the approval of the Administrative Office of the Courts and the Assignment Judge, the adoption of appropriate resolutions of the Parties and the execution of the Agreement authorized thereafter by their appropriate respective officials.

20. Notices. All notices, statements, or other documents required by this Agreement shall be delivered, mailed or e-mailed to the designated municipal representative.

a. The designated municipal representative for Oceanport is:

Borough Administrator
Borough of Oceanport
910 Oceanport Way
Oceanport, NJ 07757
dphelps@oceanportboro.com

b. The designated municipal representative for West Long Branch is:

Borough Administrator
Borough of West Long Branch
965 Broadway
West Long Branch, NJ 07764
jgonter@westlongbranch.org

IN **WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their respective officers duly authorized and have caused this Agreement to be dated as of the day and year written above.

ATTEST:

BY:

Stephanie Kramer
Acting Borough Clerk

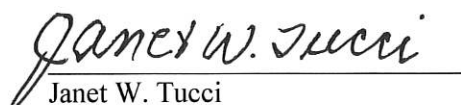
Thomas J. Tvrdik
Mayor, Oceanport

ATTEST:

BY:



Carolina Kelly
Borough Clerk



Janet W. Tucci
Mayor, West Long Branch

RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING A SPECIAL EVENTS PERMIT TO BE ISSUED
TO BIRDSMOUTH BREWERY BIKES AND BEERS CASUAL BICYCLE RIDE WITHIN THE
BOROUGH OF OCEANPORT

Resolution #2026-94
03-12-2026

WHEREAS, Yellowfin Events LLC and Birdsmouth Brewery have made application for a Special Events Permit to hold a Bicycle Ride on May 2, 2026, on various streets within Oceanport; and

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that a Special Events Permit be issued to Yellowfin Events LLC and Birdsmouth Brewery in accordance with the application made and recommendation by the Traffic Safety Unit upon receipt of appropriate permit fee to be paid by Applicant.

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

I certify this to be a true copy of Resolution #2026-94 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary J. Grimes
Chief of Police

Gregory Lauretta
Captain

Michael Fagliarone
Lieutenant



POLICE DEPARTMENT

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

732.222.6300
Main

732.222.6301 ext 1015
Records

732.222.0945
Fax

March 2nd, 2026

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

Re: Special Permit Application- Birdsmouth Brewery Bikes and Beers Casual bicycle Ride May 2nd, 2026

Dear Mayor Tvrdik,

As per Borough Code 326-3, I have reviewed the Special Event Permit Application for the Birdsmouth Brewery Bikes and Beers Casual Ride sponsored by Yellowfin Events LLC and Birdsmouth beer in Oceanport. The event will take place on Saturday, May 2nd from 8am to 1pm. The event will begin and end at the Brewery at 675 Oceanport Way.

The event will consist of three bike routes consisting of a 15-mile route and 30 miles route and 45-mile route. The bike riders will be escorted by certified bike ride marshalls and the routes will take the riders from Birdsmouth out onto Oceanport Way to Saltzman Ave out onto Oceanport Ave and northbound into Little Silver. The longer routes will return via Main Street onto Razor Ave into the Brewery.

This is the same plan as last year's event.

The event coordinator has asked for the use of 2 officers to monitor the start and end locations as well as crowd and security control.

I, along with our Traffic Officers, have reviewed the logistics of the event, as well as the planned route, and the number of perspective participants. I also reviewed the course map related to Oceanport confines. Based on the number of participants, the roadways utilized for the event, the day of the week, as well as the time of the event, I am recommending that the mayor and council approve the application.

The riders are instructed to follow specified rules of the road and additional rules from the ride Marshalls and the event coordinators.

There will be no scheduled roadway closures or detours during the event and the tour does not affect the routine flow of traffic.

Sincerely,

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

Gary J. Grimes
Chief of Police
Oceanport Police Department

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING AN EXCEPTION PURSUANT TO CHAPTER 267-4, NOISE EXCEPTIONS FOR
THE PHASE A DRAINAGE PROJECT**

**Resolution #2026-95
3/12/26**

WHEREAS, Monarch Excavation has been awarded the contract for Phase A Drainage Project; and

WHEREAS, Monarch Excavation has requested relief from the Borough's Noise Ordinance that prohibits outdoor construction between 10 pm and 8 am to provide continuity with its work force planning and to minimize project time impacts by modifying the anticipated work time from 7:00 am to 5:00 pm; and

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

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

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

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

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

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-95 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONSENT TO THE
ASSIGNMENT OF CERTAIN MASTER SERVICE AGREEMENTS AND/OR SERVICE ORDERS
FROM CABLEVISION LIGHTPATH LLC TO LIGHTPATHFIBER INFRASTRUCTURE LLC**

Resolution #2026-96

3/12/2026

WHEREAS, the Borough of Oceanport (the “Borough”) is a municipal corporation of the State of New Jersey; and

WHEREAS, the Borough previously entered into an Agreement Pertaining to the Use of the Public Right of Way (collectively, the “Agreement”) with Cablevision Lightpath LLC for the purpose of installing and operating fiber optic cables; and

WHEREAS, Cablevision Lightpath LLC has notified the Borough that it intends to assign its rights and obligations under certain of its Master Service Agreements and/or Service Orders, including the Borough’s Agreement, to its affiliate and indirect wholly-owned subsidiary, LightpathFiber Infrastructure LLC (“LightpathFiber”); and

WHEREAS, the proposed assignment provides that LightpathFiber Infrastructure LLC shall assume all rights, responsibilities, and obligations of Cablevision Lightpath LLC under the Agreement; and

WHEREAS, the Borough has reviewed the proposed assignment and has determined that consenting to said assignment is in the best interests of the Borough;

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

1. The Mayor is hereby authorized and directed to execute a written Consent to Assignment, and any related documents, on behalf of the Borough, consenting to the assignment by Cablevision Lightpath LLC of its rights and obligations under the Agreement to LightpathFiber Infrastructure LLC.
2. Such consent shall be subject to the condition that LightpathFiber Infrastructure LLC assumes and agrees to perform all obligations of Cablevision Lightpath LLC under the Agreement from and after the effective date of the assignment.
3. The Borough Clerk and other appropriate municipal officials are hereby authorized to take all necessary actions to effectuate the purposes of this Resolution.
4. This Resolution shall take effect immediately upon adoption according to law.

Motion:

Second:

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

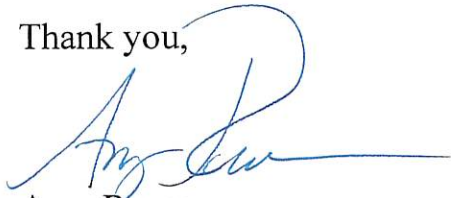
I certify this to be a true copy of Resolution #2026-96 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

To Whom it May Concern

Please review and return the attached legal notice requiring your consent and signature. If you should have any questions regarding the document, please reach out to me at amy.rowe@lightpathfiber.com or (720) 201-7203.

Thank you,



Amy Rowe

Sr. Director Legal Ops & ESG

1111 Stewart Avenue

Bethpage, NY 11714

+1 (720) 201-7203

Amy.Rowe@lightpathfiber.com



February 24, 2026

By FedEx

Borough of Oceanport
222 Monmouth Blvd. P.O.Box 370
Oceanport, NJ 07757

Attn: Borough of Oceanport

Re: Your Lightpath Vendor Agreement

Dear Borough of Oceanport:

Reference is made to that certain Agreement Pertaining to the Use of the Public Right of Way ("Agreement") dated 3/18/2015 between Cablevision Lightpath LLC, a Delaware limited liability company or one of its Affiliates ("Lightpath" or "Assignor"), and **Borough of Oceanport** ("Vendor"). Lightpath intends to enter into certain financing arrangements, which are expected to close in the first quarter of 2026 whereby (i) Lightpath will assign its rights and obligations under certain of its master service agreements and/or service orders, including your Agreement, to its affiliate and indirect wholly-owned subsidiary, Lightpath Fiber Infrastructure LLC ("Assignee") and (ii) Assignee will appoint Lightpath as its agent to perform any and all of its obligations under the Agreement pursuant to a management agreement between Assignee and Lightpath and its permitted successors and assigns.

Pursuant to the above-referenced Agreement, Lightpath hereby provides notice of the transactions described above, effective as of the closing date of the financing (the "Assignment Effective Date").

As of the Assignment Effective Date, Assignee hereby expressly assumes and agrees to perform and discharge all duties, liabilities and obligations of Assignor under the Agreement arising from and after the Assignment Effective Date. No changes to the terms and conditions of the Agreement will occur in connection with these transactions.

Upon Vendor's execution of the acknowledgment below (if required under the Agreement), Assignee shall be substituted for Assignor. Except for the assignment and assumption described herein, the Agreement remains unmodified and in full force and effect. All representations, warranties, indemnities, limitations of liability, and dispute resolution provisions continue in accordance with their terms.

Please note that future payments due under the Agreement will be coming from Assignee.

This notice and the assignment and assumption contemplated hereby shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict-of-laws principles. Except as expressly provided herein, this Notice does not create any rights in any third party. This Notice may be executed in counterparts, including by electronic signature (including PDF or DocuSign), each of which shall be deemed an original and together shall constitute one instrument.

Lightpath

Sincerely,

Cablevision Lightpath LLC

Signed by:
By: Christopher Yost
98584248ACB34C8...

Name: Christopher Yost

Title: Chief Legal Officer

Lightpath Fiber Infrastructure LLC

Signed by:
By: Christopher Yost
98584248ACB34C8...

Name: Christopher Yost

Title: Chief Legal Officer

The undersigned, on behalf of Vendor:

1. Consents to the assignment and assumption described above; and
2. Agrees that Assignee is substituted for Assignor as recipient of services under the Agreement.

Borough of Oceanport

By: _____

Name:

Title:

Date:

AGREEMENT PERTAINING TO THE USE OF THE PUBLIC RIGHT OF WAY

THIS AGREEMENT, entered into this 18 day of March, 2015,

BETWEEN

BOROUGH OF OCEANPORT
222 Monmouth Blvd.
P.O. Box 370
Oceanport, NJ 07757

(hereinafter referred to as "Borough")

AND

4Connections, LLC, and its Parent Corporation, Cablevision Lightpath NJ LLC
200 Jericho Quadrangle
Jericho, NY 11753

(hereinafter referred to collectively as "Cablevision Lightpath")

affects all, or a portion of, real estate known as

Certain Portions of the Municipality Owned Right of Way within the Borough of Oceanport.

WHEREAS, Cablevision Lightpath is seeking the Borough's consent to use certain portions of the municipally owned Right of Way along certain streets within the Borough for the purpose of installing and operating fiber optic cables, as more specifically described herein; and

WHEREAS, Cablevision Lightpath NJ LLC was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE97120883 on December 5, 1997 and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS, 4Connections LLC has been approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the

State of New Jersey by Order of Approval in Docket No. TE02010035 on November 5, 2003, and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS, New Jersey Statutes requires Cablevision Lightpath to obtain the Borough's consent prior to installing such cables along, or within, the Borough's right of way; and

WHEREAS, the Borough has an interest in ensuring that the fiber optic cables and associated equipment that Cablevision Lightpath is seeking to place within the Borough's right of way is installed, operated and maintained in a reasonably safe manner and do not constitute a general nuisance to the citizens of the Borough of Oceanport; and

WHEREAS, New Jersey Statutes permit a municipality to charge telecommunications companies reasonable fees for actual services rendered by any municipal agency; and

WHEREAS, it is the intent of this Agreement to ensure that the fiber optic cables are installed, operated and maintained in a reasonably safe manner and do not become a nuisance and to further ensure that the Borough is reasonably compensated for its legal and engineering costs associated with the review of Cablevision Lightpath's request to use the Borough's right of way and its use.

NOW THEREFORE, the parties to this Agreement for and in consideration of the mutual promises and covenants to each other and for other good and valuable consideration, hereby agree for themselves, their successors and assigns, as follows:

1. Application of Agreement: The Borough hereby grants Lightpath its municipal consent for the non-exclusive use of the Public Rights-of-Way within the Borough for the purpose of owning, constructing, installing, operating and maintaining a telecommunications system. The Borough hereby authorizes and permits Lightpath to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its

telecommunications facilities, in or on Utility Poles or other structures owned by public utility companies, or other, or to be constructed by Cablevision Lightpath located within the Public Rights-of-Way as may be permitted by the property owner, as the case may be. The terms and conditions of this Agreement shall be applicable only to this request for municipal consent by Cablevision.

2. Cablevision Bound: Cablevision Lightpath agrees to be bound by any and all plans, submissions, maps, diagrams, surveys, testimony, representations, commitments, matters of fact and matters of law which may be provided to, or made before, the Governing Body of the Borough of Oceanport, or any of its agencies, departments, or employees and that it will faithfully discharge all of the obligations and commitments thereof, and the contents, duties and obligations of this Agreement.

3. Construction Subject to Ordinance: Cablevision Lightpath shall construct, install and maintain its fiber optic cable system within the Borough of Oceanport in a manner satisfactory to the Borough Engineer, and/or the Construction and Fire Code Officials. Cablevision Lightpath shall perform all work in full compliance with all ordinances, regulations and codes of the Borough of Oceanport. Cablevision Lightpath shall be responsible for securing all permits required by law, including but not limited to road opening permits, as required by the ordinances of the Borough of Oceanport and to pay the requisite fees called for under the appropriate fee schedules.

4. Engineering Escrows: Cablevision Lightpath shall pay an engineering review and inspection fee escrow of \$7,500.00 which the Borough shall hold in escrow for the engineering fees related to the use of the Borough's right of way and any other engineering review necessary for completion of the project described in Exhibit A (the "Initial Project") attached hereto. Any unused portion of this escrow shall be returned to Cablevision Lightpath when the Project is completed and the Engineer is satisfied with the work product. If this escrow should be depleted, Cablevision Lightpath shall replenish the \$7,500.00 escrow when notified by the Borough. All payments shall

be made to the Borough of Oceanport within 10 days of notification and will be held in escrow as indicated herein.

5. Legal Fee Escrow: Cablevision Lightpath shall pay the sum of \$5,000.00 to the Borough which shall be held in escrow for the Borough's legal fees related to this request, the development of this Agreement and any associated legal review of the Project. Such funds shall be used for the negotiation, preparation and review of this Agreement, any Ordinances, Resolutions or other legal instruments related to this project, and all bonds, letters of credit, deeds, resolutions, as well as fees or document preparation associated with the recording and/or release of the aforementioned materials. Any unused portion of this escrow shall be returned to Cablevision Lightpath when the project is completed. If this escrow should be depleted, Cablevision Lightpath shall replenish the \$5,000.00 escrow when notified by the Borough. All payments shall be made to the Borough of Oceanport within ten (10) days of notification and will be held in escrow as indicated herein.

6. Duration of Consent: The non-exclusive municipal consent granted herein shall expire Twenty Five (25) years from the Effective Date of this Agreement.

7. Withholding of Permits: Cablevision Lightpath understands and agrees in the event it is in violation of any of the terms of this Agreement including deficiencies in escrows, the Borough can, in its discretion, withhold or withdraw the issuance of any approvals, consents, permits(s) and/or Licenses until the violation has been corrected. Cablevision Lightpath understands and acknowledges that all representations and submissions made by it to the Borough, or its officers, agents or employees, were essential to the Borough's decision to enter into the agreement set forth herein. A breach of any such condition or a failure by Cablevision Lightpath to adhere to the material terms of any agreement within the time required shall result in the automatic revocation of this agreement and shall terminate the right of Cablevision to obtain any further consents, permits, or other governmental authorizations necessary in order to continue the development of this project.

8. Completion of Improvements: The Project contemplated by this Agreement shall be completed within a period of two (2) years from the date hereof, or such additional periods of time as may be granted by the Borough. The failure of the Borough to declare Cablevision Lightpath in default upon the expiration of the two (2) years and/or the willingness of the Borough to allow Cablevision Lightpath additional time to complete the improvements shall not be deemed a waiver of any of the Borough's rights under this Agreement. The failure to declare a default by the Borough within the two (2) year period shall not be deemed a waiver for defects ascertained during that period or any subsequent period thereto.

9. Assignment: Cablevision Lightpath shall have the right to assign this Agreement to any subsequent qualified and licensed telecommunications provider only with written approval from the Borough, which written approval will not be unreasonably withheld, so long as the subsequent provider shall remain primarily liable for all of the obligations created hereunder; and, provided further that any subsequent provider assumes the duties and obligations under this Agreement in writing and in a form acceptable to the Borough Attorney.

10. Record Drawings: Cablevision Lightpath shall provide to the Borough, by filing with the Borough Engineer and a copy to the Borough Attorney, record drawings of all equipment, improvements and utilities proposed to be constructed by Cablevision Lightpath within the Borough's Rights-of-way. All proposed work shall be completed as a subterranean system within the right of way when available, or shall be constructed and built out as a subterranean system by Cablevision Lightpath unless it is not possible to do so, regardless of any existing poles or overhead wires. Said record drawings shall be in conformance with applicable Borough standards and shall include the providing of fiber optic cables to each of the Borough's buildings. These plans shall be provided to the Engineer and the Attorney in both hard copy and on disc. An as built plan shall be submitted to both the Engineer and Attorney when Cablevision Lightpath believes the work is completed.

11. Maintenance of Project: During the course of construction and at all times during the operation of the equipment and facilities described by this agreement, Cablevision Lightpath shall:

- a. Maintain all of its equipment and facilities in a safe and workmanlike manner, as determined by the Borough Engineer; and
- b. Provide the Borough Engineer with the name, address and telephone number of an individual and/or individuals responsible for the ongoing maintenance and operation of the installed facilities and equipment; and
- c. Remove and/or relocate any of its property, facilities or equipment within sixty days, or such longer period if reasonably required to perform such removal or relocation, upon the request of the Borough Engineer in order to accommodate any improvements, repair or construction of any nature within, or about, those portions of the Borough's right of way affected by this project; and
- d. Cleaning and/or repair of any portions of the public right of way disturbed, or damaged, by the installation or operation of the equipment and facilities described in this Agreement. In the event that Cablevision Lightpath fails to maintain the public right of way in accordance with the foregoing standard, the Borough may cause such work to be done, and the Borough Administration shall certify the Borough's expense in connection herewith to Cablevision Lightpath which shall be responsible for the reimbursement of such costs within ten (10) days of receipt. Failure to make such timely reimbursement shall be considered a breach of this Agreement and any use of the Borough ROW shall be terminated.

12. Borough Observation, Access and Inspection: The Borough, its engineers, consultants, employees and agents, shall be given free access to observe construction of the subject project. The purpose of such observations shall be limited to ensuring that such improvements will

be constructed in accordance with Cablevision Lightpath's approved submittals and in a safe and workmanlike manner, as well as to ensure compliance with any applicable laws, rules, regulations, ordinances, codes or orders. The Borough, or its representatives, consultants, employees or agents, shall not otherwise supervise, direct, or have control over Cablevision Lightpath's work during such observations, nor shall they have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by Cablevision Lightpath except as provided herein. Cablevision Lightpath is not, and shall not be deemed the Borough's agent or employee.

13. Compliance with Applicable Laws: Cablevision Lightpath shall comply with all laws and regulations of the State of New Jersey, the County of Monmouth and the Borough of Oceanport, to the extent such laws and regulations are consistent with state and federal law, including the Franchise Ordinance and all applicable fees therein. In addition, Cablevision Lightpath shall comply with all environmental laws and regulations of the Federal and State Governments. Failure to comply with these laws and any violations thereof shall be deemed to be a breach of this Agreement. To the extent the Borough must bring an action for compliance with this Agreement, defend or participate in any litigation with regard to said laws or regulations related to Cablevision Lightpath's development and/or actions whether purposeful or negligent, any such action shall be subject to the provisions set forth herein regarding indemnification and attorneys fees. In addition, Cablevision Lightpath shall indemnify and hold the Borough harmless for any such violations and shall reimburse the Borough for any and all fees, judgments or penalties entered against the Borough as a result of the purposeful or negligent acts of Cablevision Lightpath. Cablevision Lightpath shall be responsible for the repair of damage to paving, existing utility lines or any surface or subsurface disturbances arising from the installation or maintenance of their system.

14. Insurance and Bonds: Cablevision Lightpath shall at all times maintain a commercial general liability insurance policy with a single limit of at least Two Million Dollars (\$2,000,000.00) covering all possible liabilities and damages arising out of the construction, maintenance and operation of the project/system referenced in this Agreement as provided under ISO CGL 0001. Cablevision Lightpath shall have all primary insurance, Workers' Compensation and Employer's liability for its employees, in the amount of Two Million Dollars (\$2,000,000.00). Cablevision Lightpath shall also maintain a Five Million Dollar (\$5,000,000.00) umbrella policy following the primary limits of the Commercial General Liability and Employer's Liability insurance policy limits. Proof of those coverages shall be provided to the Borough Attorney prior to the commencement of any work. In addition to the above-referenced insurance, Cablevision Lightpath shall maintain and keep in full force and effect at its sole cost and expense for the entirety of the life of this agreement a Performance Bond in the amount of \$50,000.00 to insure faithful performance of its undertakings referenced herein. The Performance Bond shall be forwarded to and approved by the Borough Engineer and the Borough Attorney prior to the commencement of any work.

15. Indemnification and Attorney's Fees: Cablevision Lightpath agrees to indemnify and hold the Borough of Oceanport, its officials, officers, consultants, agents, servants, representatives and employees, harmless from and against any and all claims, liability, cost or expense of every kind and nature arising from Cablevision Lightpath's performance of its obligations pursuant to this Agreement, the failure by Cablevision Lightpath to perform such obligations, any action or failure to act by Cablevision Lightpath with respect to the project to which this Agreement is applicable or in connection with any allegation of any of the foregoing. Such indemnification and/or hold harmless obligation shall extend not only to actual damages but shall also include reasonable costs and expenses of litigation, including but not limited to expenses and fees in connection with the engagement or utilization of any fact or expert witnesses as well as reasonable Attorney fees. When requested by the Borough, Cablevision Lightpath agrees to aid and/or defend the Borough, its

officials, officers, agents, servants, representatives and employees, in the event any or all of same are named as a defendant or defendants in any action relating to activities or obligations of Cablevision Lightpath arising under this Agreement or in connection with the project to which this Agreement applies.

16. Preconstruction Meeting: Cablevision Lightpath shall provide five (5) days notice to the Borough Engineer and Borough Attorney prior to any construction or other work within the Borough's right of way. In addition, there shall be a preconstruction meeting with the Borough Engineer and the Borough Attorney prior to the commencement of any construction in the Borough's ROW or construction affecting public improvements.

17. Reliance of Borough: Cablevision Lightpath further acknowledges and understands that all of the conditions contained in this Agreement, including any and all representations and submissions made to the Borough's employees and agents, are hereby deemed to be essential to the Borough's decision to enter into this Agreement. A breach of any such conditions, the failure of Cablevision Lightpath to adhere to the terms of any agreement incorporated within the resolution, or this Agreement, or deviation from the approved map, shall result in a breach of this Agreement and shall suspend the right of Cablevision Lightpath to obtain additional construction permits, or any other governmental authorizations in order to continue developing the projects until such time as such breach has been remedied.

18. Voluntary Agreement: Cablevision Lightpath hereby specifically and unequivocally states that the agreements, conditions and amounts to be held in escrow as set forth in Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protect. Cablevision Lightpath has reviewed all calculations and the rationale for the agreements and payments set forth herein and is undertaking them voluntarily.

19. Severability: If any terms or conditions are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

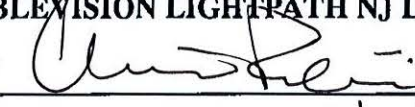
19. **Severability:** If any terms or conditions are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

20. **Interpretation of Law:** This Agreement shall be interpreted under and governed by the Laws of the State of New Jersey.

21. **Notices:** All notices required or permitted under this Agreement shall be in writing by regular mail to the addresses set forth herein or as otherwise designated by the parties in writing.

IN WITNESS WHEREOF, Cablevision Lightpath has hereunto caused these presents to be signed by its proper authorized parties and has caused its proper seals. If any, to be affixed hereto. The Borough of Oceanport has caused this instrument to be signed by its Mayor and attested by its Clerk and does cause its proper corporate seal to be affixed as of the date and year first above written.

CABLEVISION LIGHTPATH NJ LLC

By: 

Name: Christopher Rabii

3/19/15

Title: SVP - Operations & CTO

Witnessed: 

Name Printed: Frank Caccamo

Title: VP, service Delivery

BOROUGH OF OCEANPORT

By: _____

Michael Mahon, Mayor
Borough of Oceanport

Attest: _____

Jeanne Smith
Borough Clerk

4CONNECTIONS LLC

By: 

Name: Paul Corona

Title: VP - Network Infrastructure & Ops

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REFUND FOR OVERPAYMENT FOR BLOCK 110 LOT 8, KNOWN AS 65
MAIN STREET**

**RESOLUTION #2026-97
3-12-26**

WHEREAS, the following property is due a refund due to a veteran exemption;

WHEREAS, the Tax Collector is recommending that the amount of overpayment due be refunded

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the Tax Collector is hereby authorized to refund overpayment to the following property owner as follows:

Block 110 Lot 8	
Desider, John	
65 Main Street	
Oceanport, NJ 07757	\$1,271.72

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-97
approved by the Oceanport Borough Council at the
Regular Meeting held March 12, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING JONATHAN TUCHOLSKI FOR
OCEANPORT FIRST AID MEMBERSHIP**

Resolution #2026-98

3/12/2026

WHEREAS, Jonathan Tucholski, Eatontown, NJ, has submitted a Membership Application to join the Oceanport Volunteer First Aid & Rescue Squad; and

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

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

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-98 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary J. Grimes
Chief of Police
Gregory Laurretta
Captain



POLICE DEPARTMENT

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

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

Tuesday, March 03, 2026

To: Jonathan Ryan, Oceanport First Aid
Donna Phelps, Oceanport Borough Administrator

Reference: Jonathan Tucholski, First Aid Applicant

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

 X

The applicant is suitable for membership.

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

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

Sincerely,

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

Gary J. Grimes
Chief of Police

Cc: file copy

RESOLUTION APPROVING THE AFFORDABLE HOUSING 2025-2026 SPENDING PLAN FOR THE BOROUGH OF OCEANPORT

Resolution #2026-99
3/12/2026

WHEREAS, the Borough of Oceanport ("Municipality") is required to provide affordable housing opportunities pursuant to the New Jersey Fair Housing Act, COAH regulations, and applicable court orders; and

WHEREAS, the Municipality maintains an Affordable Housing Trust Fund in accordance with N.J.S.A. 52:27D-329.1 et seq.; and

WHEREAS, Municipalities must adopt and secure approval of a Spending Plan describing how trust fund revenues will be collected, allocated, and spent on affordable housing programs; and

WHEREAS, the Municipality has prepared an updated Affordable Housing 2025-2026 Spending Plan consistent with its Court-approved Housing Element and Fair Share Plan; and

WHEREAS, the Governing Body has reviewed the proposed Spending Plan and finds it to be compliant with applicable laws, regulations, and court requirements.

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

1. The Affordable Housing 2025-2026 Spending Plan is approved to be submitted to the Superior Court (or Special Master) for review and approval, if required.
2. Continued collection and expenditure of development fees consistent with the 2025-2026 Spending Plan and N.J.A.C. 5:93-8 or successor rules is authorized.
3. The Municipal Housing Liaison is authorized to oversee implementation of the Spending Plan and ensure all expenditures comply with applicable regulations.
4. The CFO is authorized to report Affordable Housing Trust Fund activity annually as required by law.
5. The Municipal Attorney is authorized to take all necessary actions to effectuate this Resolution; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-99 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING REDEMPTION OF TAX SALE CERTIFICATE #25-00002 FOR
BLOCK 13 LOT 21 KNOWN AS 59 MONMOUTH BLVD**

RESOLUTION #100

3-12-26

WHEREAS, at the Borough Tax Sale held on October 2, 2025, a lien was sold on Block 13 Lot 21, otherwise known as 59 Monmouth Blvd.; and

WHEREAS, this lien, known as Tax Sale Certificate 25-00002 was sold to Pro Cap 8 FBO Firsttrust Bank at an interest rate of 18%; and

WHEREAS, the owner has redeemed Certificate 25-00002 in the amount of \$3,578.74.

NOW, THEREFORE, BE IT RESOLVED that the CFO be authorized to issue a check in the amount of \$3,578.74 payable to Pro Cap 8 FBO Firsttrust Bank, PO Box 774, Fort Washington, PA 19034-0774 for the redemption of Tax Sale Certificate 25-00002.

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-100 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
ACCEPTING THE RESIGNATION OF STEVEN BRISKEY**

**Resolution #2026-101
3/12/2026**

WHEREAS, Steven Briskey has tendered his resignation to the Mayor and Council of the Borough of Oceanport from the position of Superintendent of Public Works, effective March 13, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the resignation of Steven Briskey is hereby accepted by the Borough; and

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

Motion:

Second:

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

I certify this to be a true copy of Resolution #2026-101 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING REFUND TO FMERA FOR
ENGINEERING SERVICES RELATED TO PROPOSAL DATED JUNE 20, 2024 FOR A FEASIBILITY
STUDY TO DREDGE HUSKY BROOK POND PURSUANT TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE BOROUGH OF OCEANPORT AND THE FORT MONMOUTH
ECONOMIC REVITALIZATION AUTHORITY (FMERA)**

**Resolution #2026-102
3/12/2026**

WHEREAS, pursuant with adoption of Resolution #2024-220, the Borough of Oceanport entered into a Memorandum of Understanding (MOU) with the Fort Monmouth Economic Revitalization Authority (FMERA) for Engineering & Design for Engineering Services for a Feasibility Study to Dredge Husky Brook Pond; and

WHEREAS, FMERA, in accordance with the MOU, provided funding for the project in the amount of \$293,150.00 to the Borough of Oceanport; and

WHEREAS, the Borough awarded the contract to Colliers Engineering & Design in the amount of \$293,150.00 for the provision of services related to the project, and

WHEREAS, the final project amount for the contract came in less than the MOU amount, with a total invoiced amount of \$229,434.68 and there is \$63,715.32 available for refund to FMERA which has been certified by the Chief Financial Officer as indicated below; and

NOW, THEREFORE, BE IT RESOLVED, that the Chief Financial Officer shall issue a check refunding the amount of \$63,715.32 to the Fort Monmouth Economic Revitalization Authority for the unused portion of funds posted for the Engineering Services for a Feasibility Study to Dredge Husky Brook Pond.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that funds are available for refund in Acct # 02-213-40-700-072 for Engineering Services for a Feasibility Study to Dredge Husky Brook Pond in the amount of \$63,715.32 for the purposes described herein.

Catherine D. LaPorta
Chief Financial Officer

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

I certify this to be a true copy of Resolution #2026-102 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**BOROUGH OF OCEANPORT
ORDINANCE #1121**

ORDINANCE AMENDING CHAPTER 115 ALCOHOLIC BEVERAGES, ARTICLE V OPERATION RESTRICTIONS FOR LICENSEES, SECTION 151-12 HOURS OF OPERATION ADJUSTING THE TIME ALCOHOL MAY BE SERVED ON LICENSED PREMISES ON SUNDAY

WHEREAS, the Borough Code currently restricts the sale of alcoholic beverages Monday through Saturday between the hours of 8:00 a.m. and 2 a.m. of the following day and on Sundays between the hours of 10:00 a.m. and 2:00 a.m. the following day; and

WHEREAS, the holder of retail consumption licenses within the Borough requested that the hours of the sale, service, delivery or consumption of any alcoholic beverage on licensed premises be adjusted to 8:00 a.m. on Sundays due to the advent of international sporting events beginning at earlier hours during East Coast time; and

WHEREAS, the Borough Council believes it is in best interest of the Borough to amend the time of liquor sales and consumption on licensed premises to support the local business within the Borough.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Oceanport, County of Monmouth State of New Jersey that it hereby amends Chapter 115 Alcoholic Beverages, Article V Operation Restrictions for Licensees, Section 15-12 as follows:

[deletions are marked through as strike-out and additions are underlined and bolded]

§ 115-12 Hours of Operation

No licensee shall sell, serve, deliver or permit, allow or suffer the sale, service or delivery of any alcoholic beverage or allow the consumption of any alcoholic beverage on the licensed premises except as follows:

- (1) On weekdays and Saturdays between the hours of 8:00 a.m. and 2:00 a.m. of the following day.
- (2) On Sundays between the hours of ~~10:00 a.m.~~ **8:00 a.m.** and 2:00 a.m. of the following day.
- (3) On the last day of the calendar year between the hours of 8:00 a.m. and 4:00 a.m. of the following day; except when the last day of the year falls on a Sunday, then between the hours of ~~10:00 a.m.~~ **8:00 a.m.** and 4:00 a.m. of the following day.

BE IT FURTHER ORDAINED all ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.

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

APPROVED ON FIRST READING

DATED: March 12, 2026

STEPHANIE KRAMER
Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING
DATED:

APPROVAL BY THE MAYOR
ON THIS _____ DAY OF

STEPHANIE KRAMER
Clerk of the Borough of Oceanport

THOMAS J. TVRDIK
Mayor

**BOROUGH OF OCEANPORT
ORDINANCE #1122**

**ORDINANCE AMENDING CHAPTER 279 “PARKS AND RECREATION AREAS”,
ARTICLE I “GENERAL PROVISIONS”, SECTION 279-7 “FEE SCHEDULE”
ESTABLISHING A FEE FOR THE USE OF MIKE MACSTUDY FIELD**

WHEREAS, the Borough Council adopted Ordinance #1069 amending Section 279-1 of the Borough Code dedicating the Community Center Field as the Mike MacStudy Field;

WHEREAS, the Borough Council believes it is in best interest of the Borough to establish fees for the use of the Mike MacStudy Field to ensure there are sufficient funds to maintain the field for the use by all residents and visitors to the Borough.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Oceanport, County of Monmouth State of New Jersey that it hereby amends Chapter 279 Parks and Recreation, Section 279-7 Fee Schedule to add the following establishing a fee for the use of the Mike MacStudy Field as follows:

[additions are underlined and bolded]

§ 279-7 Fee Schedule.

A(2)

[(a)-(g) No changes].

h. Mike MacStudy Field-\$25 per hour.

BE IT FURTHER ORDAINED all ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.

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

APPROVED ON FIRST READING

DATED: March 12, 2026

STEPHANIE KRAMER

Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED:

**APPROVAL BY THE MAYOR
ON THIS _____ DAY OF**

STEPHANIE KRAMER

Clerk of the Borough of Oceanport

THOMAS J. TVRDIK

Mayor

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE GOVERNING BODY TO ENTER EXECUTIVE SESSION**

**Resolution #2026-103
03-12-26**

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 **March 9, 2026**

2.) The general nature of the subjects to be discussed at said closed meeting shall be related to

<u> </u> N.J.S.A. 10:4-12(b)(1)	<i>Matters Required by Law to be Confidential</i>
<u> </u> N.J.S.A. 10:4-12(b)(2)	<i>Matters Where the Release of Information Would Impair the Right to Receive Funds</i>
<u> </u> N.J.S.A. 10:4-12(b)(3)	<i>Matters Involving Individual Privacy</i>
<u> </u> N.J.S.A. 10:4-12(b)(4)	<i>Matters Relating to Collective Bargaining and Contract Agreements</i>
<u> </u> N.J.S.A. 10:412(b)(5)	<i>Matters Relating to the Purchase, Lease or Acquisition of Real Property-Open Space</i>
<u> </u> N.J.S.A. 10:4-12(b)(6)	<i>Matters Relating to Public Safety and Property</i>

<u> X </u> N.J.S.A. 10:4-12(b)(7)	<i>Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege-Affordable</i>
<u> </u> N.J.S.A. 10:4-12(b)(8)	<i>Matters Relating to the Employment Relationship</i>
<u> </u> 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.

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

I certify this to be a true copy of Resolution #2026-103 approved by the Oceanport Borough Council at the Regular Meeting held March 12, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK